

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, September 6, 2022

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Matt Myers

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Bruce Gaynor

Councilmember Dr. Beckles

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

[22-6556](#) **Approval of Previous Meeting Minutes**

[Special Called Meeting - Special Meeting - Aug 1, 2022 11:00 AM](#)

[Mayor and Council - Regular Meeting - Aug 1, 2022 6:30 PM](#)

[Special Called Meeting - Special Meeting - Aug 15, 2022 6:30 PM](#)

[Policy Work Session - Policy Work Session - Aug 15, 2022 6:30 PM](#)

- F. **Set agenda as presented for scheduled meeting.**

[22-6557](#) **Acceptance of the Agenda**

- G. **Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**

[22-6559](#) **Proclamation Recognizing Don Thompson**

A proclamation recognizing Don Thompson for his service on the Zoning Board of Appeals.

[Proclamation - Don Thompson](#)

[22-6560](#) **Proclamation Recognizing Alvie Killingsworth**

A proclamation recognizing Alvie Killingsworth for his service on the Zoning Board of Appeals.

[Proclamation - Alvie Killingsworth](#)

[22-6561](#) **Proclamation Recognizing Jack Bryant**

A proclamation recognizing Jack Bryant for his service on the Zoning Board of Appeals.

[Proclamation - Jack Bryant](#)

- H. Floor Open to Citizens Desiring to Address the Governing Authority
 - a. Comments by Council
 - b. Comments by City Manager
- I. Comments by Citizens
- PH. Public Hearings
- K. Reports of the Mayor and Councilmembers
 - a. General Announcements

SEPTEMBER CALENDAR OF EVENTS

Atlanta British Car Fayre

Saturday, September 10 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

9/11 Remembrance Ceremony

Sunday, September 11 | 8:15 a.m. - 9:00 a.m. | Betty Mauldin Park

Movie Monday: A Downton Abbey - A New Era

Monday, September 12 | 1:30 & 6:30 p.m. | Norcross Cultural Arts and Community Center

Coffee With Council

Saturday, September 17 | 8:00 a.m. | 45 South Cafe

Hispanic Heritage Celebration

Saturday, September 17 | 2:00 p.m. - 6:00 p.m. | Summerour Middle School Parking Lot

Jazz in the Alley: FunkyardX

Saturday, September 17 | 7:30 p.m. - 9:30 p.m. | Betty Mauldin Park

Policy Work Session

Monday, September 19 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Movie Monday: Death On The Nile

Monday, September 26 | 1:30 & 6:30 p.m. | Norcross Cultural Arts and Community Center

Coming Up in October:

October 01 - 02 | Art Splash

October 07 | First Friday Concert: Weekend Getaway Band

October 10 | Movie Monday: The Bad Guys

October 22 | Pedal Norcross

October 24 | Movie Monday: Westside Story

October 29 | Deutsche Klassic Car Show

L. Board Appointments

A. [22-6558](#)

Board Appointment - Zoning Board of Appeals

The following applicant satisfied all the requirements to be considered for appointment to the Zoning Board of Appeals which currently has (2) vacancies:

B. [22-6562](#)**Board Appointment - Norcross Housing Authority**

The following applicant satisfied all the requirements to be considered for appointment to the Norcross Housing Authority which currently has (1) vacancies:

M. **Approval of Consent Agenda**1. [22-6551](#)**Proposed Five-Year Capital Improvement Plan**

Approve a Capital Improvement Plan, prioritizing and amending a list of proposed capital projects.

[Agenda Report - Capital Improvement Plan](#)

[Proposed Five-Year Capital Improvement Plan](#)

[Narrative description of proposed capital projects](#)

2. [22-6543](#)**Update of Sanitation Ordinance**

Approve update to Sanitation Ordinance consistent with City Council action to reduce the senior exemption.

[Agenda Report- Sanitation Ordinance](#)

[Solid Waste Ordinance - Section 36-215 changes markup](#)

[Solid Waste Ordinance - Clean](#)

3. [22-6544](#)**Revision of Lionheart Management Agreement**

Approve changes to the Lionheart Theatre Company (Lionheart) Management Agreement to facilitate the organization paying accumulated back rent to the City.

[Agenda Report - Revision of Lionheart Agreement](#)

[Lionheart Management Agreement 0822](#)

4. [22-6545](#)**Project Award for the Norcross Master Arts & Cultural Plan**

A recommendation to award a contract to Purpose Possible for the rendering of The Norcross Master Arts & Cultural Plan.

[Agenda Report - Norcross Master Arts and Cultural Plan Contract Award](#)

[RFP - Norcross Master Arts and Cultural Plan](#)

[Proposal - Purpose Possible](#)

[Contract - City of Norcross and Purpose Possible](#)

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5. [22-6552](#) **Grant for Community Household Hazardous Waste Event**
Recommendation to apply for the Recycling, Waste Reduction, and Diversion (RWD) Grant presented by the Georgia Environmental Protection Division (EPD) to support a Community Household Hazardous Waste (HHW) Event in 2023

[Agenda Report - HHW Event UPDATE](#)

[RWD Grant Program Guidelines](#)
6. [22-6548](#) **2021-2022 LMIG Resurfacing Project ITB**
A request to move forward with an Invitation to Bid for LMIG street resurfacing.

[Agenda Report - 2021-2022 LMIG Street Resurfacing ITB](#)

[Invitation to Bid \(ITB 23-09\) Street Resurfacing](#)

[LMIG 2022 Resurfacing Projects](#)
7. [22-6549](#) **City Wide Landscaping Maintenance Services RFP**
Approve to proceed with a Request for Proposal (RFP) for city wide Landscaping Maintenance services.

[Agenda Report - Landscaping RFP](#)

[RFP - Landscaping Maintenance Services](#)
8. [22-6550](#) **Lillian Webb Handicap Ramp**
Discuss the different options for Handicap ramps at Lillian Webb Park.

[Agenda Report - Lillian Webb Park Handicap Ramp Options](#)

[A1\) Lillian Webb Option 1 exhibit and cost](#)

[A2\) Lillian Webb Option 2 exhibit and cost](#)

[A3\) Lillian Webb Option 3 Exhibit](#)

[A4\) Lillian Webb Option 4 Exhibit](#)

[A5\) Truck and Tap Arch site plan](#)

[A6\) Photos along Britt Ave](#)
9. [22-6553](#) **Redistribution of ARPA Funds**
Approve redistribution of unspent American Rescue Plan Act (ARPA) funds previously allocated to small businesses.

[Agenda Report - Redistribution of ARPA Funds](#)

N. Items for Discussion

O. Adjourn in memory of

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

Q. Signed by_____ Mayor Craig Newton

R. Attest:_____ Monique Lang, City Clerk



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

City of Norcross

Legislation Details (With Details)

File #:	22-6556	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Drafter
Craig Newton

Motion
A motion to Approve/Deny Meeting Minutes for the August 1st Special Called Meeting, Regular Council and Executive Session, and the August 15th Special Called Meeting, Policy Work Session and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 1, 2022

11:00 AM

2nd Floor Conference Room

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Matt Myers

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Bruce Gaynor

Councilmember Dr. Beckles

Minutes Acceptance: Minutes of Aug 1, 2022 11:00 AM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Craig Newton

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

Special Meeting was called to order at 11:02 AM by Mayor Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****PH. 22-6527: Public Hearing on the Proposed Millage Rate Which Would Result in a Property Tax Increase**

RESULT: THIS MATTER WAS REFERRED TO

Next: 8/1/2022 6:30 PM

TO: Mayor and Council

E. Items for Discussion**F. Adjourn to Executive Session Legal Personnel, and Real Estate**

The meeting adjourned at 11:44 AM with a motion to adjourn by Mayor Pro Tem Matt Myers, seconded by Councilmember Bare.

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

H. Attest _____ **Monique Lang, City Clerk**

Minutes Acceptance: Minutes of Aug 1, 2022 11:00 AM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 1, 2022

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Matt Myers

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Bruce Gaynor

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Aug 1, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

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

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

Regular Meeting was called to order at 6:34 PM by Mayor Craig Newton

- E. Presentation of previous meetings minutes for acceptance

22-6531: Approval of Previous Meeting Minutes

Motion

A motion to Approve the July 5th Regular Council Meeting Minutes and Executive Session, the July 18th Special Called Meeting, Policy Work Session and Executive Session.

- a. Mayor and Council - Regular Meeting - Jul 5, 2022, 6:30 PM

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

- b. Special Called Meeting - Special Meeting - Jul 18, 2022, 6:30 PM

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

- c. Policy Work Session - Policy Work Session - Jul 18, 2022, 6:30 PM

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

- F. Set agenda as presented for scheduled meeting.

22-6532: Acceptance of the Agenda

Motion

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

22-6522 : Sanitation Services Fees

22-6521 : Electric Rates CY 2023

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

Minutes Acceptance: Minutes of Aug 1, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**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**PHa. 22-6527: Public Hearing on the Proposed Millage Rate Which Would Result in a Property Tax Increase****Motion**

A motion to set the 2022 Tax Millage Rate on property assessments for the City of Norcross at 6.249 for submission to the Gwinnett County Tax Assessor's Office.

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

PHb. 22-6514: Proposed Fiscal 2023 Budget Discussion**Motion**

A motion to move this item to the August 15th Special Called Meeting.

RESULT:	THIS MATTER WAS REFERRED TO
TO:	Next: 8/15/2022 6:30 PM Policy Work Session

PHc. 22-6526: Unified Development Ordinance Amendments**Motion**

A motion to Approve the attached recommended changes to the Unified Development Ordinance, Section 103 various, Section 104 various, Section 201-23 various, Section 202-2(h), Section 206-3, and Section 206-8 with the following enacting clause:

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

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

J. Reports of the Mayor and Councilmembers

a. General Announcements

AUGUST CALENDAR OF EVENTS

Norcross Community Market
Every Wednesday through August | 4:00 p.m. - 7:00 p.m. | Thrasher Park

Summer Concert: The Breakfast Club
Friday, August 5 | 7:30 p.m. - 9:30 p.m. | Thrasher Park

Movie Monday: Run
Monday, August 8 | 1:30 & 6:30 p.m. | Norcross Cultural Arts and Community Center

Coffee With Council
Saturday, August 13 | 8:00 a.m. | 45 South Cafe

Jazz in the Alley: Cleveland P. Jones & Michael Cruse
Saturday, August 13 | 7:30 p.m. - 9:30 p.m. | Betty Mauldin Park

Policy Work Session
Monday, August 15 | 6:30 p.m. | City Hall 2nd Floor Conference Room

Summer Concert: Liverpool Legends
Friday, August 19 | 7:30 p.m. - 9:30 p.m. | Thrasher Park

The Great Georgia Pollinator Census
Saturday, August 20 | 11:00 a.m. - 12:00 p.m. | Discovery Garden Park

Movie Monday: Finding You
Monday, August 22 | 1:30 & 6:30 p.m. | Norcross Cultural Arts and Community Center

Robert West's Art Exhibition
Thursday, August 25 | 6:00 p.m. - 8:00 p.m. | The Rectory

Coming Up in September:
September 02 | Summer Concert: Voltage Brothers
September 05 | City Closed for Labor Day Observance
September 10 | Atlanta British Car Fayre
September 11 | 9/11 Remembrance Ceremony
September 17 | Hispanic Heritage Celebration
September 17 | Jazz in the Alley: FunkyardX

K. Board Appointments

a. 22-6534: Board Appointment - Discovery Garden Park Board

Motion

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

Discovery Garden Park Board

Dana Boyle 6/1/2024

Felita Williams 6/1/2024

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

Minutes Acceptance: Minutes of Aug 1, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

b. **22-6535: Board Appointment - Norcross Public Arts Commission**

Motion

A motion to Approve the appointment of the following board member and term as presented:

Norcross Public Arts Commission

Kathryn Ash 12/1/2025

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

c. **22-6536: Board Appointment - Planning and Zoning Board**

Motion

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

Planning and Zoning Board

Marlene Janos 6/1/2026

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

d. **22-6537: Board Appointment - Zoning Board of Appeals**

Motion

A motion to Approve the appointment of the following board member and term as presented:

Zoning Board of Appeals

Michael Walsh 6/1/2026

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

L. **Approval of Consent Agenda**

RESULT:	ADOPTED ON CONSENT AGENDA [UNANIMOUS]
MOVER:	Matt Myers, Mayor Pro Tem
SECONDER:	Dr. Arlene Beckles, Councilmember
AYES:	Myers, Hixson, Bare, Gaynor, Beckles

1. **22-6515: Alcohol Sales Clarification**

Motion

A motion to Approve an amendment to Code of Ordinances of Norcross by revising Chapter 4, Alcoholic Beverages, Article II, Malt Beverages, Wine, and Distilled Spirits, Sec 4-29, Sec 4-41 and Sec 4-42 of the alcohol ordinance with the following enacting clause:

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

2. **22-6516: Handbook Edits**

Motion

A motion to Approve revisions to the Employee Handbook as presented.

3. **22-6517: Services Agreement Between Flock Group Inc (Flock Safety) and Norcross PD**

Motion

A motion to Approve an agreement with the City of Norcross Police Department and Flock Group Inc for the purchase of 22 Flock Safety LPR cameras as part of our ongoing effort to solve crimes using the latest technology available.

4. **22-6518: Amendment to View Point Health Contract for Services**

Motion

A motion to Approve an amendment to the existing contract for services with View Point Health to provide the Norcross Police Department with a second additional mental health co-responder clinician, at the increased annual cost of \$89,970 x 2 = \$179,940 for both clinicians, with funding to come from the DOJ Grant based on approval.

5. **22-6519: Beaver Ruin Greenway Annual Contract Extension**

Motion

A motion to Approve the Beaver Ruin Greenway annual contract extension.

6. **22-6525: Plant Vogtle Ownership Participation Agreements**

Motion

A motion to support exercising the tender option by SPV M, SPV J, and SPV P, pertaining to the Vogtle Units 3 and 4 Project.

7. **22-6528: Employee Medical Benefits Proposed Rate Increase**

Motion

A motion to adopt the new adjusted employee contributions for our 2022-2023 Open Enrollment.

M. Items for Discussion

1. **22-6522: Sanitation Services Fees**

Motion

A motion to Approve sanitation service fees for FY23 based on Option F.

RESULT:	APPROVED [4 TO 1]
MOVER:	Matt Myers, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Matt Myers, Josh Bare, Bruce Gaynor, Arlene Beckles
NAYS:	Andrew Hixson

Minutes Acceptance: Minutes of Aug 1, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

2. **22-6521: Electric Rates CY 2023**

Motion

A motion to Approve retention of existing electric rates in calendar year 2023, subject to any potential future power cost adjustments to be used from the city's Municipal Competitive Trust fund.

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

N. **Adjourn in memory of**

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

The meeting adjourned to Executive Session for Real Estate at 9:48pm with a motion by Councilmember Josh Bare, seconded by Mayor Pro Tem Matt Myers.

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

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

Minutes Acceptance: Minutes of Aug 1, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 15, 2022

6:30 PM

2nd Floor Conference Room

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Matt Myers

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Bruce Gaynor

Councilmember Dr. Beckles

Minutes Acceptance: Minutes of Aug 15, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Mayor Craig Newton

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

Special Meeting was called to order at 6:30 PM by Mayor Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****PH. 22-6514: Proposed Fiscal 2023 Budget Discussion**

Motion

A motion to Approve the FY2022-2023 Budget as presented by the attached Resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Myers, Mayor Pro Tem
SECONDER:	Andrew Hixson, Councilmember
AYES:	Matt Myers, Andrew Hixson, Josh Bare, Dr. Arlene Beckles
ABSENT:	Bruce Gaynor

E. Items for Discussion**1. 22-6542: Replacement MSP Provider (Rocket IT)**

Motion

A motion to approve the attached agreement between SureLock Technologies and the City of Norcross allowing SureLock Technologies to become the cities new Managed Service Provider.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Josh Bare, Councilmember
SECONDER:	Andrew Hixson, Councilmember
AYES:	Matt Myers, Andrew Hixson, Josh Bare, Dr. Arlene Beckles
ABSENT:	Bruce Gaynor

F. Adjourn to Executive Session Legal, Personnel, and Real Estate

The meeting adjourned at 7:10 PM.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Aug 15, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 15, 2022

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Matt Myers

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Bruce Gaynor

Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Aug 15, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

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

Policy Work Session was called to order at 7:10 PM by Mayor Craig Newton

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

Sustainable Norcross Commission - Bob Evelyn

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

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

Zoning Board of Appeals

G. City Manager's Report**H. Items for Discussion****1. 22-6551: Proposed Five-Year Capital Improvement Plan**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

2. 22-6543: Update of Sanitation Ordinance

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

3. 22-6544: Revision of Lionheart Management Agreement

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Aug 15, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

4. **22-6545: Project Award for the Norcross Master Arts & Cultural Plan**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

5. **22-6552: Grant for Community Household Hazardous Waste Event**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

6. **22-6546: Discussion of Relocating Jazz in the Alley**

RESULT: THIS MATTER WAS REFERRED TO

TO: MAYOR AND COUNCIL RETREAT, DATE TBD

7. **22-6547: Wi-Fi in the Parks**

RESULT: THIS MATTER WAS REFERRED TO STAFF

8. **22-6548: 2021-2022 LMIG Resurfacing Project ITB**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

9. **22-6549: City Wide Landscaping Maintenance Services RFP**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

10. **22-6550: Lillian Webb Handicap Ramp**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

11. **22-6553: Redistribution of ARPA Funds**

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/6/2022 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Aug 15, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

- I. **Adjourn to Executive Session for Personnel, Real Estate or Legal**
The meeting adjourned to Executive Session for Real Estate and Personnel at 9:41PM with a motion to adjourn by Mayor Pro Tem Matt Myers, seconded by Councilmember Josh Bare.

J. **Signed by:** _____ **Mayor Craig Newton**

K. **Attest:** _____ **Monique Lang, City Clerk**

Minutes Acceptance: Minutes of Aug 15, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)



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

City of Norcross

Legislation Details (With Details)

File #:	22-6557	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 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 as Presented with the following items being moved to discussion:



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

City of Norcross

Legislation Details (With Details)

File #:	22-6559	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing Don Thompson		

Sponsors:

Code Sections:

Attachments:

1. [Proclamation - Don Thompson](#)

Title
Proclamation Recognizing Don Thompson

Proclamation

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

- WHEREAS:** community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and
- WHEREAS:** Don Thompson has been a faithful and resolute member of the Norcross Zoning Board of Appeals for more than twenty-five years; and
- WHEREAS:** Don Thompson has faithfully and conscientiously served the city of Norcross and its citizens for these twenty-five years in which a number of projects were initiated through his leadership which will continue to have a growing impact on the city of Norcross; and
- WHEREAS:** Don Thompson has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** his performance of the duties and responsibilities as a member of this board have been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back, a few individuals stand out for their caring, their contributions, and their vision, which have made the City of Norcross a fine place to live;

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

Mayor Craig Newton

Attest: Monique Lang, City Clerk

Attachment: Proclamation - Don Thompson (22-6559 : Proclamation Recognizing Don Thompson)



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

City of Norcross

Legislation Details (With Details)

File #:	22-6560	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing Alvie Killingsworth		

Sponsors:

Code Sections:

Attachments:

1. [Proclamation - Alvie Killingsworth](#)

Title
Proclamation Recognizing Alvie Killingsworth

Proclamation

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

- WHEREAS:** community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and
- WHEREAS:** Alvie Killingsworth has been a faithful and resolute member of the Norcross Zoning Board of Appeals for more than twenty-five years; and
- WHEREAS:** Alvie Killingsworth has faithfully and conscientiously served the city of Norcross and its citizens for these twenty-five years in which a number of projects were initiated through his leadership which will continue to have a growing impact on the city of Norcross; and
- WHEREAS:** Alvie Killingsworth has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** his performance of the duties and responsibilities as a member of this board have been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back, a few individuals stand out for their caring, their contributions, and their vision, which have made the City of Norcross a fine place to live;

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

Mayor Craig Newton

Attest: Monique Lang, City Clerk

Attachment: Proclamation - Alvie Killingsworth (22-6560 : Proclamation Recognizing Alvie Killingsworth)



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

City of Norcross

Legislation Details (With Details)

File #:	22-6561	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing Jack Bryant		

Sponsors:

Code Sections:

Attachments:

1. [Proclamation - Jack Bryant](#)

Title

Proclamation Recognizing Jack Bryant

Proclamation

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

- WHEREAS:** community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future for their community and the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and
- WHEREAS:** Jack Bryant has been a faithful and resolute member of the Norcross Zoning Board of Appeals for four years; and
- WHEREAS:** Jack Bryant has faithfully and conscientiously served the city of Norcross and its citizens for these four years in which a number of projects were initiated through his leadership which will continue to have a growing impact on the city of Norcross; and
- WHEREAS:** Jack Bryant has been a powerful influence for good in the growth and progress of our community; and
- WHEREAS:** his performance of the duties and responsibilities as a member of this board have been characterized by excellent and constructive contributions to our entire community; and
- WHEREAS:** as our community looks back, a few individuals stand out for their caring, their contributions, and their vision, which have made the City of Norcross a fine place to live;

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

Mayor Craig Newton

Attest: Monique Lang, City Clerk

Attachment: Proclamation - Jack Bryant (22-6561 : Proclamation Recognizing Jack Bryant)



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

City of Norcross

Legislation Details (With Details)

File #:	22-6558	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Zoning Board of Appeals		

Sponsors:

Code Sections:

Title
Board Appointment - Zoning Board of Appeals

Motion

A motion to Approve/Deny the appointment of the following applicant and terms as presented:

Zoning Board of Appeals

_____ **6/01/2026**



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

City of Norcross

Legislation Details (With Details)

File #:	22-6562	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Norcross Housing Authority		

Sponsors:

Code Sections:

Title
Board Appointment - Norcross Housing Authority

Motion

A motion to Approve/Deny the appointment of the following applicant and terms as presented:

Norcross Housing Authority

_____ **12/01/2027**



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

City of Norcross

Legislation Details (With Details)

File #:	22-6551	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	Proposed Five-Year Capital Improvement Plan		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Capital Improvement Plan](#)
2. [Proposed Five-Year Capital Improvement Plan](#)
3. [Narrative Description of Proposed Capital Projects](#)

Title

Proposed Five-Year Capital Improvement Plan

Drafter

Paul Hanebuth

Motion

A motion to Approve/Deny the attached Capital Improvement Plan as presented.



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

Agenda Report

To: Mayor and Council

From: Paul Hanebuth, Director of Finance and Administrative Services

Meeting Date: August 15, 2022 – Policy Work Session

Item No.: 22-6551

Title: Proposed Five-Year Capital Improvement Plan

CC: Eric Johnson

Recommendation: Approve a Capital Improvement Plan, prioritizing and amending a list of proposed capital projects.

Background: City staff has presented an analysis of available funding sources for capital projects, as well as proposing a level of funding for fiscal 2023. This agenda item provides an opportunity for the elected officials to determine which of the proposed projects are most crucial to accomplishing City goals and should therefore be designated as top priorities for funding and staff time.

Financial Impact: The budget plan represents how the strategic priorities of the governing body are implemented on a daily, monthly, and annual basis. While the budget is a living document that must be managed and monitored continually, the initial budget for each year is a financial description of the city's goals and priorities for the coming year. The decisions of the mayor and council will determine, for example, what proportion of city taxes and other revenues will be dedicated to capital investment, expansion (or contraction) of services provided, and the relative competitiveness of compensation packages offered by the city to prospective employees and vendors.

Consistent with Comprehensive Plan? Yes, Consistent with Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services. Budget documents encapsulate the city's financial plan to prioritize and fund all of the goals enumerated in the comprehensive plan.

Next Steps: Desired amendments will be incorporated into a final draft presented for adoption at the next regular meeting.

Attachments: Proposed Five-Year Capital Improvement Plan
Narrative description of proposed capital projects

Update

<i>Fund</i>	<i>Project</i>	<i>FY2023</i>	<i>FY2024</i>	<i>FY2025</i>	<i>FY2026</i>	<i>FY2027</i>
Capital Project Fund (\$816,000 available including \$160,000 grant for LCI plan)						
	Code Enforcement Vehicles	78,100				
	LCI/Comp Plan Update	275,000				
	Tree Inventory Phase 2	16,800				
	Digital Sign Downtown	25,600				
	Target Industry Study Update	77,500				
	Bilingual Business Support	10,000				
	Public Art Master Plan	37,000				
	NCACC Flooring	19,000				
	NCACC improvements	20,500				
	Install planters @ Brunswick	15,900				
	Unwrap/prune/rewrap elm trees	20,900				
	Brundage Park signage	13,700				
	Concrete Bollard Installation	18,000				
	Norcross Gallery Improvements	40,000				
	City Hall HVAC	43,000	65,000	71,000	78,000	86,000
<i>These projects not shown in previous versions</i>	<i>Driveway @ Pinnacle</i>	<i>8,900</i>				
	<i>Parks Wi-Fi</i>	<i>43,000</i>				
	<i>Skin Alley sewer</i>	<i>49,000</i>				
	<i>Summerour Park Signage</i>	<i>25,600</i>				
	<i>New Downtown Kiosk(s)</i>	<i>16,000</i>				
	<i>Parklet</i>	<i>TBD</i>				
	<i>Crosswalk with public art</i>	<i>TBD</i>	16,000	16,000		
	Resod Lillian Webb Park	29,400				
	Speaker Installation @ DGP	12,500				
	Dedicated Events Trailer		2,800			
	City Hall Door replacement		5,000	5,000	5,000	5,000
	New Dump Truck		102,500			
	Stadium Bleachers		75,000			
	Document digitization expansion		100,000			
	TOTAL PROPOSED	853,500	366,300	92,000	83,000	91,000
2017 SPLOST (Transportation - \$2.7M available)						
	LMIG match (as necessary)	160,000	50,000	50,000		
	County-managed F-1234	100,000				
	Cochran Dr. connection	49,000				
	<i>South Peachtree Parking</i>	<i>645,000</i>				
	Beaver Ruin Greenway		450,000	450,000		
	Ped. RR crossings (const.)		140,600			
	Buford/JCB county project		489,580			
	TOTAL PROPOSED TRANS.	954,000	1,130,180	500,000		
(Recreation Facilities - \$2.3M available)						
	Johnson Dean Park Design	40,000				
	Pergola Swings	68,700				
	Soccer Goals	12,400				
	Splash Pad renovation	30,000				
	Merry-go-round	4,200				
	<i>Ramp @ Lillian Webb</i>	<i>40,000</i>	<i>1,080,000</i>			
	Stadium Bleachers		75,000			
	City Fair		60,000			
	Ampitheater Renovation			100,000		
	TOTAL PROPOSED REC FACILITES	195,300	1,215,000	100,000		

2017 Revenue Bonds (100% committed)

Beaver Ruin Greenway	301,000	1,000,000
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2014 SPLOST (Transportation - \$1.2M available)

Ped. RR crossings (design)	40,600
Ped. RR crossings (const.)	259,400
Buford/JCB county project	510,420
LMIG match	200,000
TOTAL PROPOSED TRANS.	1,010,420

(Admin Facilities - \$383,000 available)**Storm Water**

Pipe replacement	407,000	400,000	250,000	100,000	100,000
Tier 3 Relining	1,600,000				
Mini excavator				130,000	

Electric

Paid charging stations/relocation	115,000				
Intellirupter Replacement	150,000				
Reconductoring-Stanford Village		350,000			
Reconductoring-Chastain Manor			400,000		
Bucket Truck				225,000	
Line Truck					250,000

School Zone Photo Enforcement

Vehicle purchases	290,300	118,000	124,000	130,000	138,000
Equipment purchases	122,000	125,000	128,000	132,000	136,000

Rental Motor Vehicle Excise Tax

PD fleet replacement	282,500	59,000	62,000	65,000	69,000
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Capital Improvement Plan (CIP) – FY2023 Proposals

Capital Project Fund (approximately \$816,000 available, including \$160,000 ARC grant for LCI plan)

Code Enforcement Vehicles: \$78,100

Current Code Enforcement trucks were purchased in 2008 and even though the mileage is relatively low (75k), the trucks have required several very costly repairs recently. In addition, the state of the main components in the engine have been reported back by our mechanics as being worn to the level that they will not guarantee the repairs as we selected the least expensive option to just keep them running for now. In addition, the fuel efficiency of these trucks is very low. The purchase of new Ford Maverick trucks will allow for a greater fuel economy (37+ mpg) and cut down on the cost of repairs as these vehicles will be new.

LCI/Comp Plan Update: \$275,000

LCI: \$200,000 (\$160,000 reimbursable from ARC, \$40,000 direct cost to Norcross, spread over a two-year period). This is a maximum amount of funding; the RFP has been released and the selected consultants will be given a not-to-exceed amount.

Comprehensive Plan Update: \$75,000. We will be doing a required-by-law update to our Comprehensive Plan over the next 18 months. Our two most recent updates were extensive; therefore, we have an RFP out for this minor update to the plan. We have advertised the LCI and the Comp Plan together in the hopes of achieving economies of scale by running a joint planning process for both. This will be a not-to-exceed amount.

Tree Inventory Phase 2: \$16,800

This project is currently underway looking at all publicly owned trees to identify any that are in peril or pose a risk. Phase 1 will be completed with Norcross funds and a reimbursable grant from the Georgia Forestry Council (\$16,800, each party covering ½). The \$16,800 identified for 2023 will be paid for by Norcross, unless additional Georgia Forestry Council funds become available. The project was separated into two phases to allow the City to appropriately budget for any tree removals that might be necessary based on the information gathered in the study.

Digital Sign Downtown: \$25,600

The Parks department requests the replacement of the existing manual downtown message board. A digital message board will allow for more efficient management, including immediate, revolving messages that can be updated remotely. This would be installed on the existing brick structure to maintain historic integrity.

Target Industry Study Update: \$77,500

The City of Norcross completed its last Target Industry Study in 2018. It is best practice in the economic development field for a community to conduct this type of study at least every 5 years. Additionally, the COVID-related pandemic has turned the American economy that we once knew upside down. Things have changed so much amongst the American consumer and amongst local economies that, in my professional opinion, I believe municipalities across the country should strongly consider implementing a target industry study and/or refreshing the one that is currently on file. The plan is to issue an RFP for the Target Industry Study update. The figure you see is a cost estimate of what an update would look like, based on due diligence up to this point. Regarding the Bilingual Business Support Services, the proposed consultant/company

to lead the program has been identified as unique in its program offerings and the way it administers them.

Corresponding CWP goals:

- ED.1 Provide ongoing support for business recruitment, retention, and expansion initiatives
- ED.7 Develop branding and PR strategy
- ED.12 Expand Economic Development marketing efforts

Bilingual Business Support: \$10,000

More than 40% of Norcross residents identify as Hispanic and 38% of residents speak Spanish at their respective homes (*source: U.S. Census Bureau, 2020 ACS 5-year estimates*). Additionally, the Economic Development Department has received feedback from the business community that this service would be a valuable resource for local Spanish-speaking entrepreneurs and business owners.

Corresponding CWP goals:

- ED.1 Provide ongoing support for business recruitment, retention, and expansion initiatives
- ED.4 Support small business mentoring program assistance as described in the 2011 Community Choices report
- ED.12 Expand Economic Development marketing efforts
- SQ.33 Provide ongoing support for BRE
- SQ.37 Develop and implement Hispanic outreach to learn business needs

Master Arts and Cultural Plan: \$37,000

The purpose of the Master Arts & Cultural Plan is to develop guidance for the Norcross Public Arts Commission, to identify resources for the support of public art, and cultural programming throughout the City of Norcross, and to set priorities for implementation within Norcross. The Norcross Public Arts Commission selected a proposal from Purpose Possible as the most responsive to an RFP issued December 6, 2021.

NCACC Flooring: \$19,000

Cost estimated at \$7.10/sq. ft. including installation

NCACC improvements: \$20,500

Includes interior painting, pressure washing, and Rectory plaster repair

Install planters @ Brunswick: \$15,900

Approximately \$10,300 to purchase seven planters and \$5,600 for initial plantings, which would then become a semi-annual operating expense. This cost estimate does not include irrigation.

Unwrap/prune/rewrap downtown elm trees: \$20,900

Includes removing lights from 27 elm trees on North Peachtree, pruning the trees at a cost of approximately \$3,600, and replacing the lights.

Brundage Park signage: \$13,700

The Parks department is proposing a sign to go in the back of Brundage park at the entry of the walkway ramp (Hopewell Baptist parking lot side). When we have overflow parking for private

events and city events, drivers can't easily discern that the ramp leads to Rossie Brundage Park without signage.

Concrete Bollard Installation: \$18,000

During the past 2 years there have been multiple times that the current bollards have been destroyed due to vehicles driving up/driving away in front of Webb Park along College Street. The current bollards that we have now are not durable or reusable. This item proposes replacement with concrete bollards which are more durable, have a longer life span, and can withstand hard impacts. Recently, a DUI driver knocked out one bollard drove into a commonly used public area, creating a major safety hazard. Once a bollard has been damaged it costs \$1,476 to replace each unit; in the past, we have replaced 5-7 bollards.

Norcross Gallery Improvements: \$40,000

Following up on a new roof installed last year as well as installing lighting in the parking area, this project would convert an existing 20 x 24 ft. storage shed into a facility where classes can be held. To do so requires it meet building code for habitation -- a split HVAC system, and a structural engineer developing plans to facilitate installing a second exit door. Other improvements include improving drainage by the front door, re-installation of windows and replacing the front door, electrical work including lighting, and handyman services.

City Hall HVAC: \$45,000

Replacement of two City Hall HVAC units. Public Works proposes replacing two-three units annually with higher-efficiency units, which will reduce both repair and energy costs.

Pinnacle Park Service Driveway: \$8,900

The Parks department requests adding concrete to the service access driveway for Pinnacle Park. The current gravel driveway quickly develops ruts on a relatively steep grade, making access difficult for heavy trucks.

Parks Wi-Fi: \$43,000

As we begin to lay the groundwork for our Smart Cities initiatives, we want to be able to attract more citizens to our Parks, as well as provide services that will impact our digital divide. The City of Norcross is looking into ways to accomplish these tasks. One of the ways is to install Wi-Fi in designated areas in each park listed. Based on feedback from the RFP dated 6/30/2022, the IT Department established a vendor selection committee comprised of Dr. James Trent, Charlene Marsh, Lily Park, George Hall, and Garrett Shan, which recommends SmartWave, LLC.

Skin Alley Grease Trap Disconnection: \$49,000

Grease traps shall be required to receive the drainage from fixtures and equipment with grease-laden waste located in food preparation areas, such as in restaurants, bars, etc. The existing sanitary sewer for 80 Skin Alley is provided via connection to the Communal Grease Line. It is the only sanitary sewer connection to that line. Multiple applicants have inquired about the availability of the Communal Grease Line for connecting future restaurants; however, due to health concerns, it's important that - prior to allowing any other restaurants from connecting to the communal Grease line - the existing sanitary sewer connection be removed and be routed to the existing Sanitary Sewer main located along Holcomb Bridge Road. If that alternative is not an option, each individual restaurant must install individual Grease traps to serve the restaurant's needs. The minimum grease trap allowed by Gwinnett County is a 1,500 Gallon external trap.

Summerour Park Signage: \$25,600

The current Summerour Park sign is in very poor condition and not consistent with city wayfinding/brand—it looks more like the old county park signs, which can cause public confusion with who owns and maintains the park.

New Downtown Kiosk(s): \$16,000 each

The top priority new kiosk location is at Lillian Webb Park, at the lower level to connect Downtown Norcross with traffic from the new library. This would be an exact replica of the current kiosks downtown at Thrasher Park, Betty Mauldin Park and South Peachtree St (in front of 45 South Cafe), which display a business directory and downtown map, annual events calendar, and local history. Communications personnel also believe, based on feedback from residents, visitors and businesses, that two additional kiosk locations could and should be added at the top of Lillian Webb Park near the fountain (to further connect Ivy Tea House, Bleu House, and the Cultural Arts Center with "downtown") and in the Southend area currently being developed and set to open this year. Each new installation is a cost of just under \$16,000; all three new locations would be a total investment of about \$48,000.

*Resod Lillian Webb Park: \$29,400**Speaker Installation @ DGP: \$12,500***2017 SPLOST (Transportation— approximately \$2.7M available)***LMIG match (as necessary): \$160,000*

The City is required to match at least 30% of the grant funds received each year from the Georgia Department of Transportation. Since the final cost of projects will not be known until bid responses are received, more than 30% should be budgeted for this purpose. The first \$200,000 in matching funds is budgeted in the 2014 SPLOST fund.

County-managed F-1234: \$100,000

This is the approximate remaining minimum amount committed by the city to a joint city-county project approved in December 2017.

Cochran Dr. connection: \$49,000

Includes construction and land acquisition costs; design has been funded from an on-call engineering line item in the operating budget.

South Peachtree Parking: \$645,000

This is an initial cost estimate for design and construction of a project that would add 45 parking spaces to South Peachtree Street near Carlyle St. The cost of preliminary concepts and estimates has been funded from operating line items.

2017 SPLOST (Recreation Facilities – approximately \$2.3M available)*Johnson Dean Park Design: \$40,000*

In-progress project previously approved.

Pergola Swings: \$68,700

\$47,000 was approved in the 2022 capital budget, but Parks requested the project be put on hold to investigate the use of more durable materials. An additional \$21,700 is requested to enable reconstruction of the pergola structures using steel instead of wood components.

Soccer Goals: \$12,400

Parks division is proposing to purchase two spare soccer goals for Summerour soccer field. The city has a yearly contract with United Futbol Academy regarding the rights to use our field. One of the terms is “maintenance and repair” which the city is responsible for. The soccer program director, Jason Smith, reports chronic difficulties with missing and damaged parts.

Splash Pad renovation: \$30,000

The parks division is proposing to correct all issues to the splash pad after experiencing constant malfunctions after the original installation. The current repair contractor suspects underground plumbing as the origin of recent malfunctions, but excavation will be necessary to locate and repair related issues.

Merry-go-round: \$4,200

Parks division is proposing to replace our existing merry go round with a unit that is more durable and has minimal maintenance. The existing unit has experienced chronic operational issues that could lead to safety hazards.

Ramp at Lillian Webb Park (design): \$40,000

Design of an ADA accessible ramp connecting the upper and lower sections of the park. Construction costs are tentatively budgeted for FY2024 but will depend on the parameters in the ultimate design.

2014 SPLOST (Transportation – approximately \$1.2M available)*Pedestrian RR crossings (design): \$40,600**Pedestrian RR crossings (const.): \$259,400*

This is a portion of the estimated cost of this project; additional funding from the 2017 SPLOST may be necessary in FY2024.

Buford/JCB county project: \$510,420

This is a portion of the \$1M the city committed to this intersection project managed by Gwinnett County. The remainder is projected in the CIP as a FY2024 expenditure from the 2017 SPLOST fund.

LMIG match: \$200,000

Supports the minimum match required for 2020, 2021, and 2022 Local Municipal Improvement Grants. Funding for any additional costs is budgeted in the 2017 SPLOST fund.

2014 SPLOST (Admin Facilities – approximately \$383,000 available, no FY2023 projects proposed)

Storm Water

Pipe replacement: \$407,000

As Pipe Relining Project PWUP 22-01 continues, the contractor will come across lines that will require a complete replacement which is not funded by the contract. Thus, funds are needed when replacement is required. These funds will also cover collapsed/failed lines that occur during the year. Replacements could possibly include pavement replacement, curb & gutter, dirt, sidewalk, and asphalt replacement as needed.

Tier 3 Relining: \$1,600,000

Electric

Interruption Replacement: \$150,000

The three existing Interruptions need replacement due to storm damage and age. These Interruptions are located on North Peachtree Street and Sunset Drive. They are needed for circuit re-closer protection in the area. The circuit travels to separate ends of the system. These re-closers allow for one section to experience an outage without affecting the other two.

School Zone Photo Enforcement (approximately \$4.9M available)

PD fleet purchases: \$290,300

Includes vehicles for four new PD positions as approved in the FY2023 budget, as well as a vehicle for the Community Outreach Officer.

PD Equipment purchases: \$122,000

Includes Flock camera system and miscellaneous small equipment purchases.

Rental Motor Vehicle Excise Tax (approximately \$440,000 available)

PD fleet replacement: \$234,500

New Patrol vehicles needed to replace one (1) 2011 Dodge Charger (U945) with mileage of 134,000, one (1) 2014 Dodge Charger (U956) with mileage of 101,000, one (1) 2015 Dodge Ram 1500 (U968) with mileage of 95,000, and one (1) 2016 Dodge Charger (940) with mileage of 112,000.

Support Service Lt Vehicle: \$ \$48,000

The current Chevy Tahoe driven by the Support Services Lieutenant has 145,000 miles on it and is beginning to show signs of its age and mileage with repair costs. This Lieutenant responds to many calls for detectives or other high priority calls where he is required to respond to the scene as an emergency vehicle. It is important to have a well-lit and safe vehicle for this type of emergency response. The current Tahoe is nearing the end of its useful life as a police vehicle. The size of the Tahoe is desirable over our standard Ford Explorer due to the amount of equipment the CID Lt. carries and due to the ability to reuse expensive equipment for firearms security that can be transferred from the current Tahoe to the new one.



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

City of Norcross

Legislation Details (With Details)

File #:	22-6543	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	Update of Sanitation Ordinance		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report- Sanitation Ordinance](#)
2. [Solid Waste Ordinance - Section 36-215 changes markup](#)
3. [Solid Waste Ordinance - Clean](#)

Title
Update of Sanitation Ordinance

Drafter
Eric Johnson

Motion
A motion to Approve an amendment to Code of Ordinances of Norcross by revising Chapter 36 - Utilities, Article VI. - Solid Waste, Sec. 36-215. Service charges with the following enacting clause:

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



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

Agenda Report

To: Mayor and Council
From: Eric Johnson, City Manager
Meeting Date: August 15, 2022 – Policy Work Session
Item No.: 22-6543
Title: Update of Sanitation Ordinance

Recommendation – Approve update to Sanitation Ordinance consistent with City Council action to reduce the senior exemption.

Background – The Ordinance references senior exemptions. Based on the decision to reduce the exemption rather than fully waive sanitation charges for those with a senior exemption, the revised language allows flexibility in setting rates that would allow a senior exemption or other exemption without specifying by ordinance what they would be or how customers would be qualified.

Financial Impact – No impact.

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

Attachments

Solid Waste Ordinance
 Solid Waste Ordinance - Section 36-215 changes markup

Next Steps – None.

Updates – N/A

Attachment: Agenda Report- Sanitation Ordinance (22-6543 : Update of Sanitation Ordinance)

Sec. 36-215. Service charges.

- (a) Solid waste service charges for the purpose of financing the collection and disposal of refuse in the city shall be ~~as established in by the franchise agreement between the franchisee and the city~~City Council and shall be levied upon every residence, business and commercial establishment in the city. The schedule of rates shall be maintained on file in the ~~Office of the General Government Administration~~Administrative Services Department where it is available for inspection by the public.
- (b) ~~All producers residing in residential units who are 62 years old~~The City Council may partly or older shall enjoy free service from the franchisee fully exempt certain solid waste customers based on criteria deemed relevant by the City Council. To qualify for free service, all residential unit producers 62 years old or older claim such exemption, customers must comply with the provisions ~~of this code as it pertains to such an exemption established by the City Council and the procedures created by the Public Works Department Head and/or the City Manager in administering the exemption.~~ All exemptions shall expire when the producer ceases to occupy the dwelling.
- (c) ~~Any person desiring to be exempted under subsection (b) of this section shall apply in writing to the General Government Administration Department, setting forth in the application the reasons why he should be exempted. No person shall be excepted unless and until he has been notified by the General Government Administration Department that his request for exception has been approved.~~
- (d) ~~The Public Works Department Head is hereby (c)~~ The city is authorized to require additional service charges of any commercial establishment that requests and receives additional or special solid waste collection and disposal services greater than those normally provided ~~by the Department.~~ Any such additional charges shall be based upon the cost to the city of providing such additional or special services ~~and may include the city's overhead cost for managing these services.~~
- (ed) Delinquent accounts shall be subject to enforcement, collection and stoppage of services as described in the most recent edition of the City of Norcross Customer Utility Manual that has been approved by the City Council.

Style Definition: List Number 5: Outline number
Level: 1 + Numbering Style: 1, 2, 3, ... + Start at:
Alignment: Left + Aligned at: 0" + Indent at: 0.

Sec. 36-215. Service charges.

- (a) Solid waste service charges for the purpose of financing the collection and disposal of refuse in the city shall be established by the City Council and shall be levied upon every residence, business and commercial establishment in the city. The schedule of rates shall be maintained on file in the Administrative Services Department where it is available for inspection by the public.
- (b) The City Council may partly or fully exempt certain solid waste customers based on criteria deemed relevant by the City Council. To claim such exemption, customers must comply with the provisions established by the City Council and the procedures created by the Public Works Department Head and/or the City Manager in administering the exemption. All exemptions shall expire when the producer ceases to occupy the dwelling.
- (c) The city is authorized to require additional service charges of any commercial establishment that requests and receives additional or special solid waste collection and disposal services greater than those normally provided. Any such additional charges shall be based upon the cost to the city of providing such additional or special services and may include the city's overhead cost for managing these services.
- (d) Delinquent accounts shall be subject to enforcement, collection and stoppage of services as described in the most recent edition of the City of Norcross Customer Utility Manual that has been approved by the City Council.



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

City of Norcross

Legislation Details (With Details)

File #:	22-6544	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	Revision of Lionheart Management Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Revision of Lionheart Agreement](#)
2. [Lionheart Management Agreement 0822](#)

Title

Revision of Lionheart Management Agreement

Drafter

Eric Johnson

Motion

A motion to Approve/Deny changes to the Lionheart Theatre Company (Lionheart) Management Agreement to facilitate the organization paying accumulated back rent to the City.



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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: August 15, 2022 – Policy Work Session

Item No.: 22-6544

Title: Revision of Lionheart Management Agreement

Recommendation – Approve changes to the Lionheart Theatre Company (Lionheart) Management Agreement to facilitate the organization paying accumulated back rent to the City.

Background – Due to the unforeseen consequences of the Covid 19 Pandemic, Lionheart received reduced payments for a specified period after which full monthly payments should have resumed. Lionheart accumulated back rent of \$10,125 but paid a lump sum of \$5,000 to the City in July, 2022. The City cannot waive back rent.

To facilitate payment of the remainder of accumulated back rent, Lionheart will pay no further rent until February 1, 2023, at which time a payment of \$5,125 will be due to the City. Beginning in March 2023, Lionheart will resume payments of \$750.00 per month or 10% of the net income received by Lionheart, whichever is greater, consistent with the original terms of the management agreement.

Financial Impact – The City will forego about \$4,500 in future rent payments in return for receiving an added \$5,125 in back rent.

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

Next Steps – None.

Attachment – Lionheart Management Agreement

**MANAGEMENT AGREEMENT BETWEEN
THE CITY OF NORCROSS, GEORGIA AND
LIONHEART THEATRE COMPANY, INC.**

This Management Agreement is made and entered into this 6th day of September 2022 by and between the City of Norcross, Georgia, a Georgia Municipal City (hereinafter "the City") and Lionheart Theatre Company, Inc., a limited liability corporation with the Georgia Secretary of State's Office (hereinafter "LIONHEART").

WHEREAS, the City controls the real property and improvements thereon located at 10 College Street, Norcross, Georgia 30071, Gwinnett County Tax Parcel No. 6254-202, which is described in Exhibit A and shown on the diagram in Exhibit B which exhibits are attached hereto and incorporated by reference (hereinafter the "Premises"); and

WHEREAS the City desires that the Premises serve as an anchor attraction for downtown, act as a development stimulus for the City of Norcross, provide enjoyment for the benefit of its citizens, promote Norcross's business community and its surrounding areas; and

WHEREAS LIONHEART in the business of managing community theatres and shows, and conducting workshops, drama camps, talent shows, classes, manuscript contests, studios and meetings for professional and aspiring actors, and conducting meetings and presentations that are open to the general public; and

WHEREAS the City desires to contract with LIONHEART to perform management and booking for the Premises;

NOW THEREFORE, in consideration of the amounts set forth herein, the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **MANAGEMENT:** The City hereby retains LIONHEART to manage and maintain the Premises under the terms and conditions as hereinafter set forth for the purposes of producing community theatres and shows, and conducting workshops, drama camps, talent shows, classes, manuscript contests, studios, and meetings for professional and aspiring actors, and conducting meetings and presentations that are open to the general public. In fulfilling its obligation as manager of the Premises, LIONHEART shall make the premises available to third parties for events and shows that fulfill the purposes set forth above.
2. **PREMISES:** During the term of this agreement, the City shall make the Premises available for performances, workshops, drama camps, talent shows, classes, and meetings conducted by LIONHEART and other production companies, shows or acts booked by *LIONHEART*.

3. **BOOKING:** LIONHEART shall be responsible for booking all acts, shows and productions to be held at the Premises during the term of this agreement. No company, person, or entity other than the City shall have the right or ability to use the Premises without contracting with LIONHEART.
4. **CONTRACTS WITH THIRD PARTIES:** LIONHEART will be solely responsible for entering into contracts with third parties for use of the Premises. In every contract with any third party involving the use of the Premises, LIONHEART will include a provision in every such contract with any third party that the parties agree that the City of Norcross is not responsible for any payment or percentage of gross receipts. LIONHEART shall also include a provision in any such contract with third parties that binds the third party to the City to the same extent that LIONHEART is bound to the City.
5. **COMPENSATION:** LIONHEART will pay \$750.00 per month or 10% of the net income received by LIONHEART, whichever is greater. The net income is the total gross income received by LIONHEART minus the cost of paying the third party their respective agreed upon percentage for the act, show, production, workshop, class or other event, and administrative cost. The Compensation due the City shall be subject to review not less than annually and shall be adjusted based on LIONHEART's revenue stream; provided however, that the annually adjustment shall not be more than 15% of the prior years' compensation to the City. Due to the unforeseen consequences of the Covid 19 Pandemic, LIONHEART received reduced payments for a specified period after which payments should have resumed. LIONHEART accumulated back rent of \$10,125 but paid a lump sum of \$5,000 to the City in July, 2022. To facilitate payment of the remainder of accumulated back rent, LIONHEART will pay no further rent until February 1, 2023, at which time a payment of \$5,125 will be due to the City. Beginning in March 2023, LIONHEART will resume payments of \$750.00 per month or 10% of the net income received by LIONHEART, whichever is greater.
6. **PROMOTION:** LIONHEART will be responsible for promoting all of the events and activities held at the Premises and at other venues within the City. Such promotion shall include, but not limited to the following:
 - a. LIONHEART shall provide the City with advertising in all playbills,
 - b. LIONHEART will be an active member in the Norcross Arts Alliance,
 - c. LIONHEART will represent the City at arts events throughout the Metropolitan Atlanta area,
 - d. LIONHEART shall provide the City with a schedule of events on a regular basis, and
 - e. LIONHEART shall promote the City as a destination for the arts and City attractions on its website and through LIONHEART's e-mail lists.

7. REPAIRS AND MAINTENANCE: The City shall be responsible for major structural repairs such as roof repair, major plumbing repairs, and maintenance of the HVAC systems on the Premises. LIONHEART shall be responsible for all regular and normal maintenance of the facility such as, but not limited to, standard maintenance of heating and air conditioning systems such as changing of air filters and routine service, dealing with routine plumbing situations such as stopped up toilets, leaking pipes, and routine maintenance such as minor repairs, painting, and upkeep of both the interior and exterior of the facility.
8. UTILITY BILLS: The City shall be responsible for payment of all utility bills associated with the Premises. All building custodial requirements shall be the responsibility of LIONHEART.
9. TERM: The term of this agreement shall begin upon execution of the agreement by both parties and shall run for thirty successive days. Unless thirty days prior written notice of termination is given by either party, this agreement shall automatically renew for a successive period of thirty days until terminated.
10. TERMINATION OF AGREEMENT : The City has the right to cancel this agreement upon giving thirty days written notice with or without cause. LIONHEART shall provide thirty days' notice to the City Manager of its intent to terminate this contract for any reason.
11. PROHIBITION OF ADULT ENTERTAINMENT: LIONHEART acknowledges and agrees that no uses of the Premises will be allowed which could be defined as adult entertainment. Such uses include, but are not limited to, nudity, simulated sexual activities or movies or video production which would require that members of the audience be 18 years or older to view said productions. In the event that any production or event being held at the Premises contains profanity, adult themes or graphic violence LIONHEART shall be responsible for providing an appropriate warning to patrons in all advertisement and promotion of such event or production. Violation of this provision shall be grounds for immediate termination of this agreement.
12. CITY USE OF FACILITIES: LIONHEART shall cooperate with the City in the scheduling of any City events at the Premises that do not conflict with a previously scheduled event.
13. CITY'S ACCESS: City shall have the right to enter the Premises at all reasonable times to make repairs or to perform any necessary maintenance or for any reason.
14. ALTERATIONS AND ADDITIONS: LIONHEART shall not make any structural alterations, improvements, modifications, or additions within, on, or about the Premises without the prior written consent of City. To the extent that City may consent or agree in writing to any structural or non-structural modifications, alterations, or additions within, on or about the Premises, LIONHEART acknowledges that any such alterations, modifications, or additions shall be at LIONHEART sole expense and LIONHEART shall pay all bills for labor and material incurred in connection therewith and LIONHEART shall permit no materialmen's or supplier's lien to be levied, claimed, or filed against the premises, the real property upon which such premises in situate or any part or portion thereof. In the event of the filing of any such lien, LIONHEART shall take such action as may be required to cause

said lien to be removed, cancelled, or satisfied as respects the LIONHEART and the real property on which it is situate. LIONHEART understands and agrees that any and all structural alterations, modifications, or additions made within, on or about the Premises shall become permanent fixtures and shall not be removable by LIONHEART on the normal termination or prior termination of this agreement as provided for herein in this Agreement.

15. **DESTRUCTION OF OR DAMAGE TO PREMISES:** If the premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, or so substantially damaged as to make the terms of this agreement impossible by reason of such causes, this agreement shall terminate as of the date of such destruction or damage.

16. **INSURANCE:** LIONHEART shall, at its expense, procure and throughout the time that this Management Agreement is in force, maintain the following insurance:

Comprehensive Public Liability Insurance (also known as General Liability Coverage), on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, personal injury, death and medical payments to any one person and Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury or death to more than one person and Five Hundred Thousand Dollars (\$500,000 .00) for damage to property.

17. **INDEMNITY:** LIONHEART shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability (including statutory liability and liability arising under the Workmen's Compensation Laws) in connection with any and all claims (including claims arising from the condition of the agreement premises or of any driveway, sidewalk, or parking lot on or adjacent to the agreement Premises) for damages as a result of injury or death of any person or property damage to any property sustained by:

A. LIONHEART its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees, regardless and irrespective of the cause of such claims for damages; and

B. All other persons, including City's agents and employees, if such injury, death or property damage arises from or in any manner grows out of any act or neglect on or about the Premises (including any driveway, sidewalk, or parking lot adjacent to the Northeast side of the Premises) by LIONHEART or any LIONHEART partners, agents, employees, customers, invitees, contractors, and subcontractors, their partners, agents, and employees, or which arise from or in any manner grow out of any defect in any undertaking hereunder by LIONHEART or any failure of LIONHEART to comply with the provisions of this agreement.

C. In the event that any action or proceeding is brought against City by reason of any such claim, then LIONHEART upon notice from City, shall defend

such action or proceeding at LIONHEART cost, and LIONHEART shall pay all costs and attorney's fees and any judgment or decree and interest thereon which may be entered against City. The obligations imposed on LIONHEART by this Paragraph No. 16 accruing prior to any termination of the initial or any subsequent term of this agreement shall survive such termination.

18. GOVERNMENTAL ORDERS : LIONHEART agrees, at its sole expense, to promptly comply with all federal, state, and local laws, rules and regulations, including compliance with the City of Norcross's Code and Zoning regulations. LIONHEART further agrees to comport with the requirements of any legally constituted public authority made necessary by reason of LIONHEART, occupancy or management of the Premises.
19. REMOVAL OF FIXTURES – CONDITION OF PREMISES ON TERMINATION: LIONHEART may (if not in default hereunder) prior to the expiration of this Agreement, or any extension or renewal hereof, remove all fixtures and equipment which LIONHEART has placed in the premises, provided LIONHEART repairs all damage to premises caused by such removal. Not later than the last day of the term hereof, or any renewal or extension of the term hereof, LIONHEART shall, at LIONHEART expense, remove all of LIONHEART personal property and improvements which have not become the property of City, repair all injury done by or in connection with the installation or removal of said property and improvements and surrender the Premises to City in substantially the same condition as the Premises were in when received by LIONHEART reasonable wear and tear, damage by fire, casualty or other cause not due to the misuse or neglect by LIONHEART its partners, customers, invitees, agents, employees, or licensees excepted.
20. All property of LIONHEART remaining on or in the Premises upon the termination of this agreement shall be conclusively deemed "Abandoned" and may be removed by City and LIONHEART shall reimburse City for the cost of such removal. City may have any such property stored at LIONHEART risk and expense or City may dispose of such property in any manner City deems desirable without any liability whatsoever to LIONHEART The obligations imposed upon LIONHEART by this paragraph shall survive the termination of this agreement.
21. EFFECT OF TERMINATION: No termination of this agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect City's right to enforce the provisions of this agreement for obligations that arose prior to termination.
22. RIGHTS CUMULATIVE: All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.
23. WAIYER OF RIGHTS : No failure of City to exercise any power given City hereunder, or to insist upon strict compliance by LIONHEART with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of City's right to demand exact compliance with the terms hereof.

24. TIME OF ESSENCE : Time is of the essence of this agreement.
25. SIGNS: No sign, billboard, or other advertising may be placed on the premises or the building which is located on the premises, or on the grounds outside the Premises by LIONHEART without City's prior written approval. The City reserves the right to approve the size, and style set forth on any such sign and City shall have the right to specify and designate wherein any such sign shall be placed with reference to the Premises as well as the and method of installation of any such sign.
26. OUTSIDE STORAGE: LIONHEART agrees that there is to be no outside storage of supplies or materials except as permitted by the Zoning Ordinances of the City of Norcross for the zoning classification of the premises. This paragraph is of utmost importance and must be strictly adhered to.
27. APPLICABLE LAW: The parties hereto acknowledge and agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia.
28. LEGAL RESTRICTIONS: This Agreement is subject to any requirements and limitations as provided by the City Charter, the laws of the State of Georgia, the laws of the United States, and all applicable local, state, or federal regulations as they apply to the City of Norcross or its properties. Such limitations shall include, but not be limited to, the ability of the City Council to bind any future City Councils as to prevent free legislation in matters of municipal government, and any provisions of the Georgia Constitution that prohibit the granting of gratuities by local government.
29. RESTRICTIVE COVENANT: The City has agreed to the terms of this Agreement because it believes that the location of a venue promoting the arts in its downtown area is essential to draw patrons to the downtown area and build support for its downtown redevelopment projects.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement under their hands and seals, the day and year first above written.

CITY OF NORCROSS, GEORGIA:

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

LIONHEART THEATRE COMPANY, INC

BY: _____

TITLE: _____

ATTEST:

BY: _____

TITLE: _____

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Attachment: Lionheart Management Agreement 0822 (22-6544 : Revision of Lionheart Management Agreement)



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

City of Norcross

Legislation Details (With Details)

File #:	22-6545	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	Project Award for the Norcross Master Arts & Cultural Plan		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Norcross Master Arts and Cultural Plan Contract Award](#)
2. [RFP- Norcross Master Arts and Cultural Plan](#)
3. [Proposal- Purpose Possible](#)

Title

Project Award for the Norcross Master Arts & Cultural Plan

Drafter

Shayla Alexis

Motion

A motion to Approve/ Deny a contract between The City of Norcross and Purpose Possible for the rendering of The Norcross Master Arts & Cultural Plan at a cost of \$37,000 with funds to come from **the General fund** and for the contract to be executed by the Mayor.



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

Agenda Report

To: Mayor and Council

From: The Norcross Public Arts Commission

Meeting Date: August 15, 2022 – Policy Work Session

Item No.: 22-6545

Title: Norcross Master Arts and Cultural Plan Contract Award

CC: Eric Johnson

Recommendation

A recommendation by the Norcross Public Arts commission to approve the award of a contract between the City of Norcross and Purpose Possible, who will provide services to complete the Norcross Master Arts & Cultural Plan, building a short and long-range cultural and arts strategy for the city.

Background

On December 6, 2021, the Norcross City Council authorized staff to begin the process of issuing an RFP for services for the Norcross Master Arts & Cultural Plan.

On Tuesday, May 3, 2022, The City of Norcross issued a Request for Proposals, NPAC22-01, to find a consulting firm with the capacity and demonstrated experience to conduct a Master Arts and Cultural Plan for the City and Norcross Public Arts Commission, NPAC. The RFP closed on Friday, June 3, 2022. The city received (7) proposals.

The Deputy City Clerk/NPAC Staff Liaison received and vetted all (7) proposals to determine that each proposal met the requirements set forth in the RFP document before distributing the proposals to the NPAC board members.

NPAC formed a scoring committee consisting of three board members, Chair Catherine Muth, Board Member Vincent Nicoletti, and Board Member Yamily Mijes-O'Reilly. The committee scored each proposal individually based on the required components listed in the RFP, excluding cost. The scoring committee met on June 23, 2022, to discuss their scores collectively.

After reviewing and scoring each qualified proposal, the Board selected the following firm to fulfill this need for the city: Purpose Possible at a proposed cost of \$37,000

Financial Impact

The proposal cost submitted by Purpose Possible is \$37,000.

Consistent with Comprehensive Plan?

The creation of the Norcross Master Arts and Cultural Plan is consistent with the goals outlined in the Comprehensive Plan as it *Continues to Define Norcross' Sense of Place* by building a short and long-range cultural and arts strategy that builds upon and leverages the strengths, assests, and advantages already established in the culturally diverse hub of Norcross.

Next Steps

NPAC and key staff will work with the consultant to complete the Norcross Master Arts and Cultural Plan to integrate arts and cultural planning into the current and future economic and community development of the City of Norcross.

Once complete, NPAC will present the recommendation for adoption by Mayor and Council.

Attachments

RFP- Norcross Master Arts and Cultural Plan

Proposal- Purpose Possible

Update

N/A



**Norcross Public Arts Commission
Request for Proposal (NPAC22-01)**

Project Description

**City of Norcross
Master Arts & Cultural Plan**

Closing Date/Time:
Friday, June 3, 2022
10:00 AM

City Clerk's Office
65 Lawrenceville Street
Norcross, Georgia 30071
Email: shayla.alexis@Norcrossga.net

PROJECT SUMMARY

The City of Norcross is soliciting highly qualified consulting firms or individual consultants to provide professional services for the “Norcross Master Arts & Cultural Plan.” The consulting firm/consultant is expected to perform responsible, professional work in the research, compilation of data, analysis and studies as described in the Request for Proposals (RFP), for the preparation of a Norcross Master Arts & Cultural Plan. The City is insistent that these documents be user-friendly with adequate visual aids and written in language that is easily understood.

The purpose of the Master Arts & Cultural Plan is to develop guidance for the Norcross Public Arts Commission, to identify resources for the support of public art, and cultural programming throughout the City of Norcross, and to set priorities for implementation within Norcross.

The proposal shall identify a unified community vision, establish a plan for potential selections and placement of public and cultural art throughout the community, and strive to educate the public about the valuable role public art plays in the community. The proposal shall contain practical policies and be reflective of information that will guide the Norcross Public Arts Commission and City of Norcross in a coordinated and consistent manner to create a more livable and vibrant community.

All proposals will be compared based on understanding the scope of work to be performed, methods and procedures to be used, management, personnel and experience, consultation, and coordination with the City of Norcross. Proposals should include information demonstrating experience in public arts cultural program planning and community outreach, as well as the information requested in this RFP.

Responding firms should have experience in: creating master arts and cultural plans, facilitating public meetings, performing needs assessments, analyzing market conditions and economic feasibility, planning facility space, generating staff and budgeting projections, estimating costs and identifying funding mechanisms, maximizing economic development opportunities, successfully communicating with a variety of audiences, and developing work plans that include short-range and long-range activities that produce the desired outcomes. The final document should be well-organized and rely on visualization and graphics to relay key concepts.

The selected firm must work in a cohesive and coordinated manner with the Mayor, Council Members, City Manager, City Staff, Norcross Public Arts Commission, and other Boards, Commissions, Authorities, identified stakeholders and partners. The consultant will help channel community participation into realistic alternatives for consideration by the public and stakeholders. Participation in public meetings and other community engagement activities by the planning consultant is expected. The expectation of The City is that the consultant will be responsible for presentation of the Master Arts & Cultural Plan to the Norcross Public Arts Commission and Mayor and City Council.

City staff will work closely with the consultant in preparation of the Master Arts & Cultural Plan to ensure that the consultant is provided with resources and contacts necessary to undertake the planning process and will provide a great deal of oversight on the completed product. It is expected that the consultant will take the lead on all community meetings, presentations, and outreach efforts. Staff will play a supporting role and facilitate those efforts and meetings. Staff will act as the liaison between the consultant, NPAC and Mayor and Council.

INSTRUCTIONS

All sealed Proposals must be submitted by Friday, June 3, 2022, at 10:00 AM to the address below: Please submit one original and three hard (paper) copies and one soft (PDF or other electronic document on a CD/flash drive) with the proposal price in a separate sealed envelope within your proposal package to:

Shayla Alexis, Deputy City Clerk
NPAC22-01
City Clerk's Office
65 Lawrenceville Street
Norcross, GA 30071

Please request Proposal documents/specifications and submit questions via e-mail only. Submit questions/requests to Shayla Alexis via e-mail at shayla.alexis@norcrossga.net.

All questions/requests must be submitted via e-mail prior to Thursday, May 19, 2022. All respondents will be provided access all received written inquiries and the City's written responses to those inquiries. Questions and responses will be available on the city website at www.norcrossga.net.

Proposals will not be accepted after the above specified date and time. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the firm.

No proposal may be withdrawn within ninety (90) days after the proposal opening and all proposals shall remain firm during this period.

We appreciate your interest in the City of Norcross!

PROPOSAL SUBMISSION REQUIREMENTS

18 pages maximum, exclusive of resumes, cover sheets and fee proposal

- 1. Cover Letter (1 page)** – Submitters shall include a cover letter indicating interest in the project and identifying the consultant’s point of contact.
- 2. Firm Information (1 page)** – including office locations, size, and contact Information
- 3. Organization Chart (1 page)** – Submitters shall include an organizational chart showing team structure and personnel for the project.
- 4. Project Approach/Schedule for Each Component Outlined in Requirements Section below (3 pages maximum per component)**– Submitters shall include a summary of the recommended approach and milestone dates for data gathering public involvement and presentation of recommendations.
- 5. Experience/References (3 pages, maximum)** – Submitters shall include a detailed summary of at least two projects of similar size/scope within the past five years. Examples should include projects that required significant public engagement as a part of their scope and identify the communication methods used to engage the public.
Include a reference with contact information for each project.
- 6. Resumes** – Submitters shall include resumes for key personnel on the project.
- 7. Fee Proposal-** Each component priced separately on one page in a sealed envelope.

SCOPE OF WORK

Norcross Master Arts and Cultural Plan

The Norcross Public Arts Commission intends to receive a response from qualified professionals for the Norcross Master Arts and Cultural Plan based on the scope of services outlined below:

Consultants are anticipated to provide strategic direction for the creation and sustainability of an arts component and the expansion of its impact on the City's cultural and visual landscape. The City of Norcross does not currently have an arts or cultural program, the plan is anticipated to be a strategic document that identifies a vision and future direction for public and performing art supported by policy, financing strategies, and program development recommendations. The successful consultant will develop a public arts and cultural master plan after engaging the community and receiving input on goals, objectives, and priorities. The project involves combining professional expertise with community input to produce a document that provides clear vision and direction to the City as it strives to improve and enhance the cultural assets and public spaces in the City.

The final plan must include the following key elements:

- ✓ A body of research which 1) establishes evidence of the importance of the arts to quality of life among Norcross residents; 2) defines and segments existing and target audiences; 3) identifies attitudes, usage, and appeal of existing cultural arts assets within defined audience segments; 4) identifies gaps and needs among target audiences; 5) proposes strategic recommendations to address gaps and needs
- ✓ Identify community desires for the arts, which may include but is not limited to performance art, fine art, dancing, design, music and singing, photography, production, film, and writing
- ✓ Provide a thorough inventory and assessment of the City's cultural assets and opportunities
- ✓ Identify clear goals and action strategies that include both short-term and long-term priorities, estimated budget and costs, and clear implementation dates
- ✓ Recommended public art and cultural programming guidelines, policies, and processes
- ✓ Recommend action steps for implementing the plan
- ✓ Identification of opportunities for additional funding models for public art, cultural programming, and events, as well as analysis of existing funding sources (for both temporary and permanent public art, cultural programming and events)
- ✓ Provide an analysis which identifies the types of arts supportable by the community
- ✓ Provide a complete analysis of existing arts programs, facilities, and cultural programming and events
- ✓ Evaluate options for a performing arts facility
- ✓ Provide a community-wide master plan, identifying goals and objectives
- ✓ Identifying, documenting, and maintaining existing public art collection
- ✓ Provide a time schedule for completing recommended projects with dates (work plan)
- ✓ Estimate costs and potential sources of funding for the projects identified in the plan
- ✓ Strategies for ongoing community engagement and outreach to a diverse group of stakeholders

Note that the Consultant(s) must be willing to work in conjunction with staff, the Norcross Public Arts Commission, and a variety of stakeholders such as Park, Trails & Greenspace, Economic Development, Community Development, and residents to help reach the goals outlined, which may be subject to change.

GENERAL CONDITIONS

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

A. Qualifications

1. Proposer will be considered only from experienced and well-equipped Professional(s) engaged in work of this type and magnitude.
2. Proposers may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing of resources/staff available for use on this work. Before accepting any Proposal, the City may require evidence of the professional's financial ability to successfully perform the work to be accomplished under the contract.

B. Joint-Ventures

1. Joint Ventures between Professionals will be allowed; however, the lead firm will be responsible for all completion of work and deliverables.

C. Authority to Sign

1. The Proposer should ensure that the legal proper name of his/her proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the Schedule of items.

D. Rights Reserved

1. The City of Norcross reserves the right to reject all Proposals, to waive informalities or to re-advertise. It is understood that all Proposals are made subject to this agreement, that the City of Norcross reserves the right to decide which Proposal it deems best. In arriving at this decision, full consideration will be given to the reputation of the Proposer, their financial responsibility, and work of this type successfully completed and past performance with the City of Norcross.
2. Any unauthorized additions, conditions, limitations, or provisions attached to the Proposal shall render it informal and may be cause for rejection.

E. Award of Contract

1. The contract is subject to funding by the City of Norcross and, if awarded, will be awarded to the most qualified and responsible Proposer whose Proposal will be most advantageous to the City, price and other factors considered. The City is to make the determination.

2. The Proposal evaluation will be made on the following criteria:
 - a) Compliance with specification (20%)
 - b) Qualifications of personnel (20%)
 - c) Commitment to complete work on a timely basis (10%)
 - d) References (10%)
 - e) Proposal price (40%)
3. Prior to award of the Contract, the successful Proposer will be required to submit a detailed 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 the award to the next qualified, responsive, and responsible Proposer, as deemed in the City's best interest. Any personnel substitutions must be approved by the city.
4. Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, the award of any and/or all the Proposer's contracts to the next qualified Proposer or the re-advertisement and re-Bid of any and/or all these contracts.

F. Production Requirements

1. Time is of the utmost importance of this project. The successful Proposer will be required to commence work within fourteen (14) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work as specified above.

G. Non-Collusion

1. Vendor(s), by submitting signed 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.

H. Materials

1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, and all other facilities and incidentals necessary for the completion of the work. All reimbursable expenses (printing/mileage) are to be included in the project fees.

I. Contract Requirements

1. Successful vendor is required to do the following within five (5) days of Notice:
 - a) Return to City Clerk's Department contract documents executed by the authorized representative attested by the Deputy City Clerk.
 - b) Provide Insurance Certificates as specified in the Proposal documents.
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 Proposal 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 qualified, responsible Proposer, or the proposal may be re-advertised. The Contract and Contract Bonds shall be executed in duplicate.

J. Insurance Requirements

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

PROPOSAL PACKET CHECKLIST

PROJECT: _____

PROPOSAL DATE: _____

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

_____ Four Sealed Hard Copies & One Electronic Copy of Proposal to include Separate Sealed Cost documents

_____ Bid on Letterhead

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits

_____ Reference Page

_____ Comparable Sample Studies (A minimum of two)

_____ Ship Proposal to: City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
Attn: Shayla Alexis, Deputy City Clerk
City Clerks Department

References for _____

The Contractor must provide at the time of proposal opening a list of contact numbers, addresses and a contact person from at least two (2) jobs completed having similar specification within the metro Atlanta area.

City of Norcross requests a minimum of two (2) references where work of a similar size and scope have been completed.

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

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

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



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: _____ Date of Project: _____

Legal Name of Contractor: _____

Address: _____ City: _____ State: _____ Zip Code: _____

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

Date of Authorization: _____

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

Date

Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (City), _____ (State)

NOTARY PUBLIC Signature

My Commission Expires



SAVE Public Benefit Affidavit

O.C.G.A. § 50-36-1

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

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

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

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

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

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

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, _____ (representative for) _____
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Signature of Applicant

Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (City), _____ (State)

NOTARY PUBLIC Signature

My Commission Expires

SECURE AND VERIFIABLE DOCUMENTS

The following list of secure and verifiable documents, published under the authority of O.C.G.A.

§ 50-36-2 contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card
- A United States military identification card
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. **Please note that a driver's license from one of the following states is NOT acceptable at this point due to non-compliance with the immigration verification prior to issuance: Alaska, Idaho, Illinois, New Jersey, New Mexico, New York, Rhode Island, Utah or Washington, PENDING: Maryland and Massachusetts
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at:
<http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm>
- A United States Permanent Resident Card or Alien Registration Receipt Card
- An Employment Authorization Document that contains a photograph of the bearer
- A passport issued by a foreign government
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- A Free and Secure Trade (FAST) card
- A NEXUS card
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- A driver's license issued by a Canadian government
- A Certificate of Citizenship issued by the United States Department of Citizenship and
- Immigration Services (USCIS) (Form N-560 or Form N-561)
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570)

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]

PROPOSAL PACKET CHECKLIST

PROJECT: Purpose Possible Proposal for City of Norcross Master Arts & Cultural Plan

PROPOSAL DATE: June 3, 2022

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

_____ Four Sealed Hard Copies & One Electronic Copy of Proposal to include Separate Sealed Cost documents

_____ Bid on Letterhead

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits

_____ Reference Page

_____ Comparable Sample Studies (A minimum of two)

_____ Ship Proposal to: City of Norcross
65 Lawrenceville Street
Norcross, GA 30071
Attn: Shayla Alexis, Deputy City Clerk
City Clerks Department

Attachment: Proposal- Purpose Possible (22-6545 : Project Award for the Norcross Master Arts & Cultural Plan)

**Norcross Public Arts Commission
Request for Proposals**

**City of Norcross
Master Arts & Cultural Plan**





581 Grant Street SE,
Atlanta, GA 30312
www.purposepossible.com

Dear Shayla and City of Norcross team,

Purpose Possible is honored to submit our proposal of services for the production of your first Master Arts & Cultural Plan. As the Metropolitan Atlanta area continues to grow, Norcross is wisely investing resources into quality of life and economic development programs that will be key differentiators in future growth. Purpose Possible believes that we can be good stewards of that investment by providing exceptional research and community engagement that will inform a thoughtfully crafted Master Plan that will provide clear steps toward implementation. A particular strength of our firm is our depth of knowledge of funding available for the arts and we intend to utilize our expertise to provide Norcross with a ranked set of funding prospects (private, corporate, and governmental), recommendations around ask amounts, insights into each funder's priorities, and a compelling case for support for use in stewarding these funders.

Having recently completed an arts and culture study and analysis for the Gwinnett Place CID and their Gwinnett Place Redevelopment Study, our firm has honed our ability to elicit quality feedback from community partners, residents, and key stakeholders in a variety of creative, efficient ways - always through the lens of equity and access. In fact, for Gwinnett, the website we built and maintained, social media posts, and printed collateral were translated into four languages to meet the needs of their diverse community. Additionally, we have partnered with

We are confident that our team can produce a workable, inspiring Master Plan that incorporates community and stakeholder feedback in a way that garners broad support and enthusiasm from all parties.

Sincerely,

Laura Moody, Founding Partner
Purpose Possible
404-621-5677
lmooody@purposepossible.com

Now that's a good idea! Now that's a good idea! Now that's a good idea!

PURPOSE POSSIBLE Purpose Possible empowers mission-driven organizations to overcome the roadblocks that prevent them from making their purpose possible. We are thinkers AND doers. We'll create the plan and then implement that plan on a daily basis. Our work focuses on helping organizations meet the current demands of their operational budgets, while also planning for sustainable program expansion and organizational growth.

Our team is comprised of nonprofit professionals with deep experience in leadership, fundraising, strategy, research, communications, community engagement, and CSR program management.

We are passionate about communities and the people that create them. Our diverse and dynamic team combines success-based methodologies, deep networks, and a proven track record with enthusiasm, energy, and expertise.

We believe that having an intersectional team made up of individuals from diverse cultural backgrounds and experience makes us a stronger firm. At this time, our team is proudly made up of 43% BIPOC consultants with varied cultural competencies. We are also an SBA Certified Woman Owned Small Business with offices in Atlanta and Washington, D.C.

www.purposepossible.com

581 Grant Street Southeast
Atlanta, GA 30312

Representative Client List



Powered by Midtown Alliance



District2Atlanta

The Heart of the City



Department of
CITY PLANNING

Project Team

Laura Moody, Founding Partner



**Community Engagement &
Public/Private Partnerships
Expertise**

Lara Smith, Senior Consultant



**Project Manager &
Creative Economy Expertise**

**Audrey Gamez,
Consultant**



Community Engagement

**Taryn Bryant,
Associate Consultant**



Research

**Anne Tracht,
Collaborator**



Site Selection

Project Team

purposepossible.com

Laura Moody, Founding Partner



Community Engagement & Public/Private Partnerships Expertise

Laura's experience at the intersection of purpose and people has placed her at the forefront of mission-focused communication strategies in Atlanta. Prior to co-founding Purpose Possible, she held Development and Community Engagement positions with the Midtown Alliance, Savannah College of Art & Design, the City of Atlanta's Office of Cultural Affairs, and was part of the team that opened MODA--the Museum of Design Atlanta. While at MODA, she curated two nationally recognized exhibitions including, "Graphic Noise: The Art of Rock" that traveled to thirteen galleries around the country and was featured at the Pitchfork Music Festival in Chicago.

Laura was named a Fellow of the Georgia Women's Policy Institute for 2021-2022. She is a member of the Urban Land Institute's Center for Leadership Class of 2016 and served as a member of the Atlanta Regional Commission's Millennial Advisory Council. In 2017 she was named to the Class of Outstanding Atlanta.

Relevant Project Experience:

Currently serving as project manager and community engagement strategist for the **Gwinnett Place Revitalization Study**. Laura has expertise in designing & implementing creative/nontraditional engagement strategies for a variety of audiences including creating a bespoke online community feedback tool in response to COVID-19.

Produced **Little Five Arts Alive: Art & Community Programming as Economic Development** for two years, funded by ArtPlace America on behalf of the Little Five Points CID & Business Association. The program stretched across 2 years, 80 weeks of programming, employed over 600 local creators (performing artists, visual artists, and more!), and brought delight to countless visitors to the L5P neighborhood - driving increased foot traffic and economic activity to the area.

Project Team

purposepossible.com

Lara Smith, Senior Consultant



Project Manager & Creative Economy Expertise

Lara Smith spent eleven years running two different arts organizations. During that time, Lara got increasingly involved in arts advocacy and has remained involved as she transitioned into consulting. Her first foray into the advocacy world was helping plan the 2017 Mayoral Forum for the Arts. She also organized a District 2 forum for candidates to meet arts organizations. Out of that, Councilmember Farokhi hired a part-time arts and culture consultant. During the Mayoral Forum, Mayor Bottoms committed to tripling the arts and culture budget, so when the first budget contemplated flat funding, Councilmember Farokhi and others were able to push for a doubling of the funds. Most recently, Lara organized Arts Vote ATL 2021. This included a Mayoral Forum held at Symphony Hall with WABE as a media sponsor as well as digital forums for every contested city council seat.

Lara also served as the President of the Old Fourth Ward Business Association from 2018 - 2020. The group kicked off night-time economy conversations with City Planning, and she's excited to know that council is now exploring opportunities for expanding the night-time economy. They also secured a Livable Centers Initiative grant from the Atlanta Regional Commission to explore the creation of a CID for the O4W. Because of her advocacy work, Lara was part of ARCs LINK trip to Pittsburgh in 2019. She also sat on the Creative Industries Roundtable with the Metro Atlanta Chamber of Commerce.

Project Experience:

Spearheaded the City of Atlanta Mayor's Advisory Council for Reopening the City in 2020, surveying arts organizations about the economic impact of COVID-19 in order to inform the City of needs and help to direct funding throughout the pandemic.

Project Team

purposepossible.com

Audrey Gamez, Consultant



Community Facilitator & Community Engagement

An experienced educator, Audrey has taught for over 16 years. She brings over 10 years of experience in program management and nonprofit administration to her role. Prior to working for Reforming Arts, she was on staff at C4 Atlanta and MASS Collective. Audrey directed and facilitated the Hatch Training Intensive for C4 Atlanta, a program that was recognized as a “Bright Spot” by the National Endowment for the Arts. She is a sought-after speaker on advocacy and community-engaged artmaking.

Audrey has presented nationally at several conferences and festivals including the Association of Performing Arts Service Organization Conference, Artists Thrive Conference, ELEVATE, and others. In 2018, Audrey was selected for the Points of Light American Express Leadership Academy. Audrey holds a Master of Music degree from Louisiana State University, a Bachelor of Music degree from the University of North Texas, and a Certificate in DEI in the Workplace from the University of South Florida Muma College of Business.

Relevant Project Experience:

Planned and led the **Civic Arts Advocacy Summit** | C4 Atlanta, PEN America, Nelson Mullins, YWCA of Greater Atlanta, New Georgia Project | 2020

Currently leading Equity Conversations on behalf of the Tremaine Foundation

Project Team

purposepossible.com

Taryn Bryant, Associate Consultant



Community Facilitator & Researcher

Taryn Bryant is a creative that lives in the intersections between the arts, education, and business. Her 20 year career has seen her wear multiple hats - performer, writer, director, producer, arts educator and arts administrator - often at the same time. Taryn currently serves as the Director of Education for Synchronicity Theatre. After graduating with an BFA in musical theatre, she earned an MBA in Management while working onstage and administratively for the largest resident theatre company in the nation, Shadowbox Live, an experience that underscores her beliefs that creatives, when given the right guidance and tools, can move mountains. As the Founder and Chief Creative of 360 Arts BLVD, she works to relieve creatives of some of the costs of creating, while providing them the mentorship they need to move forward productively. She is passionately involved in the fight for social and racial equity in the Atlanta theatre community, helping to facilitate tough conversations and organizations work towards an equitable experience for everyone they work with and serve.

Taryn is an Equity Membership Candidate, A member of the American Society of Composers, Authors and Publishers (ASCAP), and an Arts Leader of Metro Atlanta (c/o 2017). She lives in Decatur with her three children, who are all creatives in their own rights.

Project Team

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Anne Tracht, Collaborator



Site Selection Specialist

Anne Lambert Tracht is President of ConsultArt. She holds a degree from the Rhode Island School of Design and, before joining ConsultArt, worked at Solomon Projects in Atlanta and Guggenheim Asher Associates in New York. Anne serves on the boards of numerous Atlanta art and civic organizations including Midtown Alliance, Atlanta Metropolitan Public Art Coalition (MPAC) and the Judith Alexander Foundation. Her recent clients include:

Arnall Golden Gregory, LLP
Cognia
CBRE
Children's Healthcare of Atlanta
Cousins Properties
Cushman Wakefield
Georgia Council for the Arts
Georgia Institute of Technology
Jones Lang LaSalleKing & Spalding
NCR
TriBridge Residential

www.consultartinc.com

Project Approach

A thoughtful Master Arts & Cultural Plan will align City of Norcross' arts & cultural activities under a defined and singular vision. Successful plans review current internal and external factors, frame the future opportunities and challenges on the horizon, include community input, and identify strategic priorities. We create strategic plans with two primary outcomes in mind:

1. To serve as an active decision-making tool and roadmap for City staff on a consistent basis.
2. To serve as a document that can support outreach to funders and donors, community partners, and constituents.

Purpose Possible has worked with organizations in Atlanta and nationally to support planning efforts for Placemaking, Transit-focused Initiatives, Community Development, and Arts & Culture. The organizations we have supported include City Council Districts, Community Improvement Districts, Community Development Corporations, and other planning consultants as part of larger team efforts.

Our team of Consultants has worked directly as Executive Directors and Program Directors and brings a depth of knowledge to support organizations in creating a Master Plan and then understanding how to successfully use the Plan to guide the organization's decision-making around Arts & Culture. In addition to creating the Plan, Purpose Possible's extensive history in fundraising for arts & culture organizations provides an added benefit to the planning process, as funding considerations can be considered throughout the process and woven into the fabric of the plan. Should the City need additional support, such as a special fundraising campaign to achieve its goals outlined in the Plan, Purpose Possible has a team of experienced fundraisers ready to craft and implement a campaign at the conclusion of the planning process.

purposepossible.com

Project Approach Continued

We believe that Master Plans are the most effective when they are created with the community an organization serves. Stakeholder engagement and feedback should be a primary consideration in setting priorities and assessing how the organization implements its plan. To that end, Purpose Possible prides itself on prioritizing human-first and culturally competent stakeholder engagement in how we work with organizations to design community engagement tools; ensuring that all stakeholders who need to be included are met where they are in a way that allows them to authentically and fully participate. In practice, this has looked like providing multilingual documents and facilitators; providing options for stakeholders with varying levels of literacy and access to technology to participate in a safe, accessible way.

After listening to the community and conducting research into existing conditions and market analysis, Purpose Possible will conduct a facilitated session with appropriate City staff and stakeholders to share our findings and take a deeper dive into identifying achievable goals in alignment with other City priorities and considerations. Site selection and budget recommendations for potential public art pieces and a potential Arts Center will also be included. Upon completion, the final document will be compiled and designed, along with a dashboard and other tools to support the City of Norcross in implementation.

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Project Plan Part 1

	August				Septemebr				October				November				January				February			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Ongoing: Project Management																								
Meeting to define staff and board roles for the planning process; Confirm roster for planning committee; Confirm schedule for stakeholder engagement and planning schedule																								
City team check-ins (exact schedule TBD)																								
Monthly report to City team																								
Administration and correspondence with planning committee and Norcross leadership																								
Stage 1: Discovery & Community Engagement																								
Existing Conditions Facilities Inventory & Audit																								
Current Arts & Culture Program Anlaysia																								
Co-create process for gathering stakeholder feedback with planning committee																								
Prepare stakeholder interview questions and output methods based on input from planning committee																								
Based on process confirmed for stakeholder engagement and feedback, schedule and plan for activities that may include:																								
Interviews of selected stakeholders (up to 15)																								
Distribute targeted surveys to constituent groups; follow-up as needed																								
Conduct collaborative ideation session with key internal and external stakeholders																								
Conduct focus groups with key stakeholders and the community (up to 2)																								
Create an assessment report that will include:																								
Analyze qualitative and quantitative input from internal sources, partners and the community gathered in engagement process																								
Complete a gap analysis of the City's programs and facilities to identify and evaluate opportunities and concerns																								
Analyze options regarding a new performing arts facility																								
Complete an environmental scan of peer organizations																								
Share completed report with City team																								

Note: December is not included on the timeline, as most key stakeholders will be unavailable and our firm is closed the last 2 weeks of the year.

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Project Plan Part 2

	November				January				February			
	1	2	3	4	1	2	3	4	1	2	3	4
Stage 2: Stakeholder Retreat and Plan Creation												
Facilitate a retreat for key City employees and key stakeholders (4 hour retreat)												
Site Selection & Budgetary Considerations Report												
Consultant team Synthesis of community feedback and planning session to create plan draft outline												
First comprehensive draft of plan complete; Feedback received												
Designed plan complete												
Present final draft plan to the City for approval												
Stage 3: Funding Sources Report & Implementation Planning												
Funding Prospect Research & Case for Support Development												
Funding Source Report & Case for Support												
Framework created for benchmarking, evaluation, and reporting												
Create dashboard for implementation												

Note: December is not included on the timeline, as most key stakeholders will be unavailable and our firm is closed the last 2 weeks of the year.

Previous Project Summaries – Midtown Arts Walk

Midtown has grown exponentially over the past 20 years, adding more than \$7B in real estate value within a 1.2 square mile district in the heart of Atlanta. A location of choice for business, higher education, art and culture, restaurants, and entertainment, Midtown is also home to a rapidly growing residential base. The missing piece in Midtown's dynamic urban landscape is a network of parks and plazas that are safe, accessible, sustainable, and activated with art and programming.

In 2019, the Midtown Alliance brought in Purpose Possible to design a vision plan for the Midtown Art Walk. This pedestrian corridor is the first step in realizing the community's aspiration for an exceptional urban district connected by public spaces, tree-lined streets, and a range of transportation options. When completed, the Art Walk will provide a pedestrian-friendly focal point that reinforces Midtown as the Atlanta region's cultural and creative epicenter. Purpose Possible designed the creative placemaking components of The Art Walk, which features a highly visual and interactive urban experience with public art, street-level galleries, artist studios, and outdoor dining.

Purpose Possible worked with equity-focused community engagement specialists, artists, and planners over a three-month intensive planning period. Interviews with key artistic partners, residents, and neighborhood businesses provided insights into what would be the most desired and engaging for both residents and visitors. Purpose Possible worked with city planners and an artistic advisor to review the structural and zoning requirements of the corridor in order to determine what types of installations and programs would be feasible for the Art Walk.

The Vision Plan outlines recommendations for a five-year strategy for activating the Art Walk with a rotating schedule of installations and performances. These activations are designed to spark curiosity and deliver a sense of surprise and delight. In addition to the programmatic considerations, the plan also incorporated budget considerations, funding opportunities to underwrite activities, and structural needs for implementation.



Reference

Ginny Kennedy, Midtown Alliance
ginny@midtownatl.org
Arts Strategic Planning

purposepossible.com

Previous Project Summaries – Gwinnett Place CID

Purpose Possible was contracted by VHB to serve as a collaborative partner on their RFP response to the Gwinnett Place CID's Atlanta Regional Commission LCI funded Revitalization Study for Gwinnett Place Mall in 2021. The team was selected and we are actively working on this project through August 2022.

Purpose Possible is responsible for managing the overarching social media strategy and building and maintaining the website for the project in addition to designing and implementing the community engagement strategy for this diverse community. We employed a bespoke online engagement tool that our firm developed to elicit feedback in four languages throughout the planning process. We implemented a series of in-person feedback opportunities at the International Night Market and the Gwinnett Multi Cultural Festival this Spring, as well as smaller stakeholder interviews and open houses for specific groups such as: property owners and other governmental/civic partners.

Additionally, we were tasked with engaging with the Arts & Culture community of Gwinnett to create an asset map, conduct a needs assessment (including considerations for a new performance/community space) and ultimately make recommendations on placemaking and community building within the final revitalization plans. This took the form of focus groups and surveys which will culminate in final recommendations for the redevelopment to address the specific needs and desires of this community.

Reference

Allison Stewart-Harris, VHB
astewart-harris@vhb.com

Arts Engagement & Placemaking/Planning Strategy,
Communications & Community Engagement



purposepossible.com



purposepossible.com

SBA Certification



www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

9/28/2021

Susannah Darrow
PURPOSE POSSIBLE, LLC
284 MILLEDGE AVENUE SE
ATLANTA, GA

Dear Susannah Darrow:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

In order to maintain your certification, your firm is required to annually attest that it meets the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at <https://beta.Certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: <https://www.sba.gov/wosbready>.

As a WOSB certified firm in the WOSB Federal Contracting Program, **you CAN** use the **WOSB Icon** on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, whether paid or public service announcement (PSA), traditional or digital. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://beta.certify.sba.gov/help> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,

Thomas J. McGrath

Thomas McGrath
Deputy Director
Office of Government Contracting

All SBA programs and services are extended to the public on a nondiscriminatory basis.



All SBA programs and services are extended to the public on a nondiscriminatory basis.

2

Thank You!

Contact:

Laura Moody

Founding Partner, Purpose Possible

404-621-5677

lmooody@purposepossible.com

www.purposepossible.com



Purpose Possible

References for

The Contractor must provide at the time of proposal opening a list of contact numbers, addresses and a contact person from at least two (2) jobs completed having similar specification within the metro Atlanta area.

City of Norcross requests a minimum of two (2) references where work of a similar size and scope have been completed.

1. Client Name: Midtown Alliance
Description of Project: Midtown Arts Walk Vision & Plan
Completion Date: December 2019
Contact Person: Ginny Kennedy
Telephone: 404-892-0050 Fax: _____
Email address: ginny@midtownatl.org

2. Client Name: VHB (Planning Consultant)
Description of Project: Gwinnett Place Revitalization Study
Completion Date: Ongoing
Contact Person: Allison Stewart-Harris
Telephone: 404-214-6745 Fax: _____
Email address: astewart-harris@vhb.com

3. Client Name: Central Atlanta Progress/ Atlanta Downtown Improvement District
Description of Project: Many projects including Atlanta Legacy Makers Public Art & Community Initiative
Completion Date: Ongoing
Contact Person: Fredalyn Frasier
Telephone: 404-307-4286 Fax: _____
Email address: ffrasier@atlantadowntown.com

LAURA MOODY

CO-FOUNDER

ABOUT

Laura's experience at the intersection of purpose and people has placed her at the forefront of mission-focused communication and engagement strategies.

Purpose Possible is an Atlanta-based consulting firm that specializes in fundraising, and creating meaningful connections between organizations and their communities.

PROJECT HIGHLIGHTS

Gwinnett Place Mall Revitalization Strategy
Gwinnett Place CID & ARC LCI
Current

Atlanta Legacy Makers: A Tribute to Mayor's Allen & Jackson
City of Atlanta & Atlanta Downtown Improvement District
Dec 2019 - present

Future Places Project: Community Engagement Program Development
City of Atlanta Department of City Planning
May 2020 - present

Little 5 Arts Alive: Art & Community Programming as Economic Development
ArtPlace America, Little 5 Points CID & Neighborhood Association
March 2017 - November 2018

Creative Placemaking Program Production
Upper Westside Community Improvement District
2018 & 2019



(404) 621-5677
lmoody@purposepossible.com
purposepossible.com

EDUCATION

UNIVERSITY OF WEST GEORGIA

1999 - 2003 | BA Art History and Fine Art

EXPERIENCE

2020-
PRESENT

CO-FOUNDER, PURPOSE POSSIBLE

- Executive leadership of the firm
- External communications-email marketing, social media, webinar production
- Project management and program design on behalf of high-level clients and significant civic projects

2017-
2020

FOUNDER, PEACH STATE COLLECTIVE

- Business operations and project management for the firm
- Placemaking delivery for multiple neighborhoods and C
- Fundraising strategy and execution for clients
- Event planning and production for clients
- Social media strategies and implementation for firm and clients

2016

MARKETING DIRECTOR, CITY OF ATLANTA OFFICE OF CULTURAL AFFAIRS

- Raised \$200,000 for Jazz Festival in six weeks
- Established and stewarded corporate partnerships
- Produced the annual report
- Produced special events for the ELEVATE public art program

2012-
2016

DIRECTOR OF MEMBERSHIP & ENGAGEMENT, MIDTOWN ALLIANCE

- Produced public-facing engagement events for a variety of stakeholders on topics of transit, smart urbanism, public art, sustainability, and innovation
- Crafted placemaking activations to strengthen community pride & attract visitors
- Managed a portfolio of affinity groups and their subcommittees
- Grew and maintained membership to a 98% renewal rate

MEMBERSHIPS/ACCOLADES

Georgia Women's Policy Institute Fellow - 2021/2022

Outstanding Atlanta - 2017

Urban Land Institute Center for Leadership - 2016

ARC Millennial Advisory Council - 2015

REFERENCES

Wilma Sothorn, Vice President of Marketing, Central Atlanta Progress
wilmas@atlantadowntown.com

Meghan Pietrantonio, VP of Strategic Initiatives, Truist Foundation
meghan.pietrantonio@truist.com

Liz Liston, Chief Development Officer, HOPE Atlanta
liston@hopeatlanta.org

M.4.c

Attachment: Proposal- Purpose Possible (22-6545 : Project Award for the Norcross Master Arts & Cultural Plan)

LARA SMITH

RESUMÉ

M.4.c

ARTS CEO EXPERIENCE

MANAGING DIRECTOR, DAD'S GARAGE THEATRE COMPANY • ATLANTA, GA • AUGUST 2012-PRESENT

- Leading a staff of seven in partnership with the other co-CEO, the Artistic Director.
- Overseeing all administrative aspects of the organization—financial planning, marketing, development and strategy implementation.
- Negotiated a site redevelopment that required moving the eighteen year old nonprofit, including finding temporary and permanent space options.
- Raised \$1.224 million in seventeen months through nontraditional capital campaign, including the most successful live theatre campaign in the history of Kickstarter.
- Fostered a diverse, engaged Board.

MANAGING DIRECTOR, ACTOR'S EXPRESS THEATRE • ATLANTA, GA • AUGUST 2010-JULY 2012

- Negotiated with all vendors and contractors, including during debt reduction (26% retired in two years).
- Managed company through financial crisis with limited staff and successfully raised goal amount while keeping the staff motivated and informed.
- Led board, staff, and key stakeholders through a five year strategic planning process in partnership with an outside consultant.
- Changed culture and underlying business model of organization to shift from a theatre that just survives to an organization that thrives.

..... EDUCATION & TRAINING

- Graduated Magna Cum Laude and on the Dean's List with a BFA in Theatrical Stage Management from Webster University's Leigh Gerding College of Fine Arts in St. Louis, Missouri
- LEAD Atlanta Class of 2014
- 2015 recipient of Harvard Business School Club of Atlanta's scholarship to attend Strategic Perspectives in Nonprofit Management
- Arts Leaders of Metro Atlanta class of 2015
- Regional Leadership Institute class of 2017
- LINK class of 2019

Attachment: Proposal- Purpose Possible (22-6545 : Project Award for the Norcross Master Arts & Cultural Plan)

.....SPEAKER ON THE FOLLOWING TOPICS.....

- TCG Conference 2016: "From the Bottom Up: Turning the Traditional Capital Campaign on its Head"
- Arts administration classes at Emory 2015, 2016, 2017, 2018, 2019
- Georgia State University Policy Leadership class in 2018
- Atlanta Press Club — "Atlanta's Creative Economy: How the Arts Scene is Making an Impact in 2019"
- Crowdfunding for Georgia Society of CPAs in 2016

..... RECOGNITION

- Atlanta Business Chronicle 40 Under 40

..... VOLUNTEER LEADERSHIP

- Board member, including serving as board chair and spearheading strategic planning process, the Farmer Fund
- Board member, including serving as board president and spearheading strategic planning process, for The Old Fourth Ward Business Association, 2017-2019
- Panelist for Community Foundation for Greater Atlanta Managing for Excellence Award, 2016 and 2017
- Mayoral Forum for the Arts in 2017, organizer
- District 2 forum in 2017, host

..... CONSULTANT

- Consulted with Push Push Theatre through a Community Foundation for Greater Atlanta Toolbox Grant to create new financial reports that resulted in significant changes at the organizational level.

..... ARTICLES WRITTEN

- Why Arts Organizations In Atlanta Must Engage Their Local Representatives – Huffington Post, 2017
- The Arts as Community Builders — Saporta Report, 2018
- Data's Artful Impact — Saporta Report, 2018
- Accessibility Starts By Listening to What Your Patrons Need — Saporta Report, 2019

Audrey Gámez

(713) 614-1062

audrey.gamez@alumni.lsu.edu[linkedin.com/in/audreygamez/](https://www.linkedin.com/in/audreygamez/)

EXPERIENCE

Reforming Arts | Program Director (Temporary/Part-Time)

March 2021 - July 2021 | Atlanta, GA

Managed programs and operations while the Executive Director takes a three-month sabbatical to finish research.

- ▶ **Managed day-to-day operations, partnerships, and fundraising responsibilities.**
- ▶ Managed board work during Executive Director's sabbatical, along with Board Chair.
- ▶ Support theatre re-entry programs for alumni recently returning from incarceration.

C4 Atlanta | Education Director & Advocacy Committee Liaison

September 2015 - March 2021 | Atlanta, GA

Directed professional development for arts workers in arts entrepreneurship. Organized advocacy activities and tracked policy for the C4 Atlanta Advocacy Committee. Supported organizational activities in fundraising, grant reporting, and event production.

- ▶ Produced 100+ training days per year. **400+ artist students each year.**
- ▶ **Co-created a small business residency program for BIPOC and women artists.**
- ▶ **Facilitator for consulting workshops** with Atlanta City Studio, ARIS Theatre, Eyedrum, Emily Hall Tremain Foundation and others.
- ▶ Lead facilitator for Hatch Training Intensive for artists working with the community. Hatch was **recognized by the National Endowment for the Arts.**
- ▶ **Produced fundraising and programmatic events for over 500 people.**
- ▶ **Generated over \$250,000 through grant proposals.**
- ▶ **Managed crowdfunding campaigns from 2018-2020.**
- ▶ **Advanced policies affecting artists** by cultivating relationships with policymakers.
- ▶ **Transitioned all in-person learning to virtual, blended learning in 2020.**
- ▶ Taught classes in strategic planning, fundraising, budgets, marketing, and more.
- ▶ Compiled data for two surveys measuring the effects of COVID-19 on Atlanta artists.
- ▶ Produced 2020 Civic Arts Advocacy Summit a virtual, multi-day advocacy summit.

Self-Employed | Classical Singer and Music Educator

August 2005 - Present | DWF Metro, TX, Baton Rouge, LA, Atlanta, GA

- ▶ 15 years of experience in vocal instruction and performance

MASS Collective | Education Coordinator

May 2014 - October 2015 | Atlanta, GA

Managed logistics, execution, and customer service for STEAM workshops and classes.

- ▶ Developed a standardized curriculum format for new artist instructors
- ▶ Forged relationships with community groups, schools, and corporate partners

EDUCATION

Louisiana State University | Master of Music in Voice Performance

August 2007 - May 2009 | Baton Rouge, LA

University of North Texas | Bachelor of Music in Voice Performance

August 2000 - August 2005 | Denton, TX - Honors College Graduate

CERTIFICATES

University of South Florida | Diversity, Equity, And Inclusion in the Workplace Certificate

In Progress - Will Complete May 5, 2021

SKILLS

- ▶ Program Management, Creation, & Evaluation
- ▶ Curriculum Development
- ▶ Fundraising
- ▶ Advocacy / Policy
- ▶ Stakeholder Communications
- ▶ Facilitation
- ▶ Event Management
- ▶ Volunteer Management
- ▶ Collaborative Leader
- ▶ Creative Problem Solver
- ▶ Tech Savvy

DIVERSITY/EQUITY/INCLUSION TRAINING

- ▶ 2020 artEquity Anti-Racist Approaches to Recruitment in the Arts Workshop
- ▶ 2020 Anti-Racist Theatre Foundational Course with Nicole Brewer
- ▶ 2020 Sojourn Theatre Summer Institute
- ▶ 2019 artEquity National Facilitator Trainin

SOFTWARE PROFICIENCY

NEON CRM | Salesforce CRM | Quickbooks | Google Classroom LMS | Google Suite | Microsoft Office Suite | Powerpoint | Excel | Zoom | Asana | WordPress | Mailchimp | Adobe Photoshop | Canva | Slack | Camtasia

FEATURED PRESENTER

- ▶ 2020 Womxn Crush Music Panelist
- ▶ ComfiArt: Arts & Politics Panelist
- ▶ 2019 Association of Performing Arts Service Organizations (APASO) (2 workshops)
- ▶ 2019 Artists Thrive Summit hosted by the Emily Hall Tremain Foundation (2 workshop)
- ▶ 2018 Artists Thrive Summit
- ▶ 2017 ELEVATE hosted by City of Atlanta Mayor's Office of Cultural Affairs
- ▶ 2016 ELEVATE

ADDITIONAL ACHIEVEMENTS

- ▶ 2018 Points of Light American Express Leadership Academy Emerging Leader
- ▶ 2017 Young Nonprofit Professionals Network (YNPN) Atlanta Opportunity Grant

TARYN BRYANT

PROGRAM DESIGN AND ADMINISTRATION

✉ TBryant@purposepossible.com ☎ (404) 500.6921 📍 Decatur, GA



Taryn is a creative who brings a passion for equitable leadership into her over 15 years of experience in arts education and arts administration, developing and implementing programs, training and managing diverse teams, and facilitating tough conversations to create value for stakeholders and encourage both productive and inclusive work cultures.

AREAS OF EXPERTISE

Program Development & Implementation
Strategic Planning
Process Development & Improvement
Problem Resolution
Relationship Building & Management
Management Development

EDUCATION HISTORY

Master of Business Administration, Management

Everest University, Tampa, FL, 2009

Bachelor of Fine Arts, Musical Theatre

Shorter College, Rome, GA, 2007

*Dean's List (2005, 2006, 2007)

CERTIFICATIONS

Inclusive Leadership

Issued By Catalyst, 2021

Race, Gender, and Workplace Equity

Issued By Catalyst, 2021

WORK EXPERIENCE

Associate Consultant

Purpose Possible | 2020 - Present

- Provide support to consultants across a variety of sectors
- Develop detailed reports, manage meeting agendas, and create support documents
- Project Highlights:
 - *Forward Project* | Mailchimp
 - *Atlanta Legacy Makers* | Central Atlanta Progress
 - *Higher Ground Capital Campaign* | Global Growers Network
 - *Annual Survey of Arts Organizations* | City of Atlanta District

Founder

360 Arts BLVD | 2017 - Present

- Led the organization through awards of over \$15,000 in grants and development opportunities to creative professionals.
- Premiered two original works
- Developed, wrote, and produced a touring production geared towards ages 3 - 7.
- Cultivated partnerships with arts organizations to provide a wide range of opportunities to creatives of all disciplines.

Director of Education

Synchronicity Theatre | 2012 - Present

- Grew the position from "lead instructor" to department head
- Expanded the department to include multiple programs while growing the number of sites from two to eleven.
- Hire, train, and manage a team of instructors across multiple locations
- Develop curriculum across all programs and create show - specific educational resources

TECHNICAL SKILLS

Microsoft Office Suite | Adobe Creative Suite | Google Platform
Basic Video and Audio Editing



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

City of Norcross

Legislation Details (With Details)

File #:	22-6552	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	Grant for Community Household Hazardous Waste Event		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - HHW Event UPDATE](#)
2. [RWD Grant Program Guidelines](#)

Title

Grant for Community Household Hazardous Waste Event

Drafter

Tracy Rye

Motion

A motion to Approve/Deny a request to apply for the Recycling, Waste Reduction, and Diversion (RWD) Grant presented by the Georgia Environmental Protection Division (EPD) to support a Community Household Hazardous Waste (HHW) Event in 2023.



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

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP Assistant City Manager

Meeting Date: September 6, 2022- Mayor and Council

Item No.: 22-6552

Title: Grant for Community Household Hazardous Waste Event

CC: Eric Johnson

Recommendation

Staff recommend applying for the Recycling, Waste Reduction, and Diversion (RWD) Grant presented by the Georgia Environmental Protection Division (EPD) to support a Community Household Hazardous Waste (HHW) Event in 2023.

Background

In 2019, Norcross hosted a collection event for hazardous materials including paint, batteries, and lightbulbs. A collection opportunity for household hazardous waste (HHW) has not been made available within the city limits since 2019. Norcross residents have accumulated three years of HHW including additional hazardous materials spurred by populous “weekend warrior” projects completed by residents amid the COVID-19 pandemic.

Without providing a safe and convenient collection opportunity for our City, residents must store large quantities of HHW in their residences. This increase in material poses a risk to our environment through the accidental or improper disposal of these hazardous materials into our waste stream.

The RWD Grant program presents an opportunity to serve our residents and protect our environment by safely disposing and repurposing HHW which would otherwise pollute our waste streams.

(Continued on next page)

The RWD Grant guidelines state that preference will be given to applicants who have “buy recycled” policies, applicants who participate in the Georgia Municipal Measurement Program (MMP), and to multi-jurisdictional project proposals. Norcross has an Environmentally Preferred Purchasing Policy as well as a Recycled Paper purchasing policy and has been a participant in the MMP since 2018. Additionally, staff have conversed with the City of Peachtree Corners about partnering on a joint community event for Norcross and Peachtree Corners.

Staff have conducted research about HHW events by speaking with neighboring municipalities who have demonstrated successful, multi-jurisdictional events in prior years. These municipalities include Dunwoody, Chamblee, and Brookhaven, GA. Additionally, staff have spoken with Gwinnett County Public School (GCPS) officials about hosting the event in the parking lot of either Norcross High School or Paul Duke STEM Highschool.

The opportunity to apply EPD RWD Grant funding to a community HHW event aligns with the goals of Norcross to integrate sustainability into the DNA of our City which, as stated on our official website, “is dedicated to sustainable living...protecting our natural resources, increasing citizens’ quality of life, saving money and ultimately being “A Place to Imagine” for a brighter, greener future.”

Financial Impact

If the City of Norcross is awarded the RWD Grant through the Georgia EPD, the City would be responsible for all related expenses prior to reimbursement by the EPD. Additionally, the RWD Grant guidelines state that preference will be given to applicants demonstrating a match either financially or through in-kind contributions such as equipment, staff time, volunteer time, and supplies.

Consistent with Comprehensive Plan?

This exercise specifically relates to Goal 6: *Further the City’s tradition of strong leadership and high level of quality service.*

Update

Goal #3/Healthy Places in the Norcross Sustainability Plan describes the City’s goal to provide “comprehensive and convenient recycling...[and] expand recycling events and drop-off options for hard to recycle materials” (33). Applying for the EPD RWD Grant will equip Norcross with funds to expand hard-to-recycle material collection in Norcross for household chemicals, paint, lightbulbs, batteries, and other household hazardous waste.

The proposed HHW Event will be hosted in addition to the two existing Neighborhood Recycle and Cleanup (NRC) Events. A HHW Collection will provide a comprehensive and convenient recycling option for hard-to-recycle materials not accepted at the existing NRC Events or through weekly curbside recycling collection. A HHW is an opportunity to enhance the quality of service to our residents and reduce negative environmental impacts through improper disposal of hazardous materials.

Staff have determined that the City of Norcross can support an independent HHW Event with the assistance of the EPD RWD Grant.

RWD Grant guidelines state that preference will be given to applicants demonstrating a financial and/or in-kind match to the funds requested from the EPD. Staff propose contributing \$10,000 from the \$40,000 Sustainability Event line item. Additionally, in-kind contributions can include staff time, volunteer time, promotion materials, and an event site facilitated in partnership with the Gwinnett County Public Schools (GCPS). GCPS has suggested the use of the Give Center Campus on Peachtree Industrial BLVD or the Bus Parking Lot at the intersection of Price PL and Mitchell RD. An Inter-governmental Agreement (IGA) will be required between the City and GCPS for the use of any of their facilities.

Next Steps

Attachments

RWD Grant Program Guidelines

**Solid Waste Trust Fund Grant Program
Recycling, Waste Reduction, and Diversion Grant
Guidelines
FY 2023**

Table of Contents

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Evaluation Criteria	4
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Recycling, Waste Reduction, and Diversion (RWD) Grant

Introduction

The Solid Waste Trust Fund (SWTF) Grant Program furthers the goals of the SWTF by providing financial support for projects that meet the requirements described in O.C.G.A. § 12-8-27.1 and O.C.G.A. § 12-8-37.1 of the Georgia Comprehensive Solid Waste Management Act (Act), and Rule 391-3-21.17 of Rules and Regulations of the State of Georgia (Rules).

The Recycling, Waste Reduction, and Diversion (RWD) Grant created as a part of the SWTF Grant Program, will reduce solid waste in Georgia, recover valuable materials, support manufacturing, and encourage innovation.

Grant Description

Grants will be awarded each fiscal year (July 1 through June 30) subject to the amount of funds available that year, and there may be multiple rounds of funding in a year. Eligible applicants may apply for any amount up to the maximum available in that cycle. Awarded grant funds may pay up to 100% of project costs, subject to available funding. Grant funds must be spent according to the proposed budget.

A total of \$2,000,000 is available for funding for the first grant cycle.

Projects at various stages will be considered. The timeline for the portion of the project funded by this grant may not exceed 24 months in length.

Eligibility Requirements

Eligible applicants and recipients for the RWD Grant include:

- a. Counties, municipalities, or any combination of the same, hereafter referred to as local governments
- b. Public authorities, agencies, commissions, or institutions

Local government applicants must have Qualified Local Government status as of the date of their application, as determined by the Georgia Department of Community Affairs. The Georgia Department of Community Affairs maintains an active listing of local governments who are ineligible to receive state funding, including grants: <https://apps.dca.ga.gov/LocalGovStatus/planning.asp>

Nonprofit or private organizations are not eligible to apply for funding, however, they may partner with eligible applicants on projects.

In addition to those baseline eligibility requirements:

- a. Applicants who are subject to an open EPD consent order or other EPD enforcement action are not eligible to receive grants.
- b. Applicants who have received grant funds in past years but have NOT demonstrated successful administration of those grant funds may be deemed ineligible by EPD. Successful administration includes but is not limited to completing all project activities during the contract period, meeting all required deadlines, completing the project on time and on budget, expending all grant funds requested on project activities, and providing adequate documentation as requested by EPD.

Eligible Project Examples

The RWD Grant allows applicants to develop project proposals that best support their communities' needs. Projects must focus on increasing recycling, reducing waste, and/or diverting recoverable materials from the solid waste stream as described in the authorized uses of the SWTF.

Examples of RWD Grant projects may include, but are not limited to:

- a. **Recycling and Waste Diversion Infrastructure** – Projects that create, expand, or improve infrastructure at materials recovery facilities (MRF), recycling transfer stations, convenience centers, or through other equipment that will increase the capacity to serve customers
- b. **Hub and Spoke Development** – Projects that create, expand, or improve the operation of recycling hub and spoke infrastructure, collection, distribution, and logistics
- c. **Hard-to-Recycle Materials** – Projects that create, expand, or improve the operation of hard-to-recycle and/or household hazardous waste recycling facilities
- d. **Recovery of Additional Materials** – Projects that collect and/or process new material streams
- e. **Waste Reduction** – Projects that create, expand, or improve programs at the local level to reduce waste
- f. **Innovation** – Projects that demonstrate innovative processes for waste reduction or innovative use of recycled products

Application Period

The application period will open August 1, 2022. The deadline for submitting applications is 4:30 p.m. on September 30, 2022.

EPD will host virtual meetings in August 2022 to review RWD Grant eligibility and application requirements. The virtual meetings will be recorded and will be posted along with a list of Frequently Asked Questions at the following website address:

<https://epd.georgia.gov/recycling-waste-reduction-and-diversion-grant>

The RWD Grant will be administered according to the following schedule:

August 1	Application period open
September 30	Application submission deadline
October – November	Application review
December - January	Grant funds awarded
February-March	Second application period opens if funding is available

Special Requirements

Grant funds are paid out on a reimbursement basis. If you require advance funds in order to achieve grant objectives, please contact program staff **before** submitting your application. This is permissible; however, additional documentation may be required.

Contractual costs for one-time only services are allowed, provided the project itself is approved. The first year of a recurring cost may be allowed if future non-EPD funding is available.

Eligible grant award amounts will be determined by EPD. Grant awards may be less than amounts requested.

All facilities constructed, equipment purchased, and education material produced with grant funds must credit the RWD Grant.

All purchases of goods and services shall be made according to the recipient's procurement (bid) requirements and policy.

Recipients may also be asked to provide documentation to be used by EPD as a case study illustrating the approach to reducing municipal solid waste management through recycling and waste reduction or supporting market development activities from scrap tires or other recyclables.

EPD staff may perform site inspections during the term of the grant.

EPD shall have the right to terminate a grant award and demand refund of grant funds for non-compliance with federal, state, or local regulations, the terms of the grant award, or these guidelines.

EPD may declare the recipient ineligible for further participation in the program until the recipient complies with the regulations, the terms of the grant award, or these guidelines.

Evaluation Criteria

RWD Grant funds are limited and are contingent upon available funding. Applications will be evaluated by EPD to determine if the applicant and proposed project are eligible (see Eligibility Requirements). Eligible projects will be scored according to the requirements and criteria described below. EPD will fund projects starting with the highest-ranking score first and will continue awarding funds to those qualifying applications until EPD has exhausted available funds for that grant cycle. Projects not selected in one grant cycle may be resubmitted in subsequent grant cycles. If funds allow, there may be multiple grant cycles per year.

EPD reserves the right to coordinate with applicants as needed to modify project scopes and budgets.

Minimum Application Requirements

The following elements must be included in all applications and will be evaluated as part of the scoring for award. An application will not be considered for grant award if the minimum project requirements are not met.

- a. The application must demonstrate the need, purpose, and objective for the proposed project.
- b. The application must describe all steps for implementation, including details regarding the specific activities or categories of activities to be carried out with grant assistance.
- c. The application must include a detailed project implementation schedule including start date, completion date, and interim milestones.
- d. The application must include a budget detailing the amount and intended use of funds requested. This includes but is not limited to a line-item estimate of all expenses, and information about any match items (including in-kind matches such as resources or staff time). Documentation for expenses should be provided, such as quotes for equipment purchases or payroll for salary costs. Match items should also be documented through letters of commitment, copies of checks, payroll records, etc.
- e. Applications should include a section that specifically identifies the metrics that will be used to measure project success and describes how those metrics will demonstrate that the project is likely to result in increased recycling, diversion of waste from landfills, and/or waste reduction. Examples include weight or volume of materials diverted from the solid waste stream.

Evaluation Criteria

Applications will be scored based on how successfully the application demonstrates the following:

- a. The need, purpose, and objective for the project in the proposed affected community.
- b. Community investment through a documented match. There is no minimum match required, however, applications demonstrating a match will receive more points in the ranking process. Match does not have to be cash and can include in-kind contributions like staff time, equipment use, volunteer time, supplies etc.
- c. A robust plan with clearly identifiable steps for project implementation that are likely to result in the achievement of the outlined objectives for the proposed project.
- d. Quantifiable metrics and evaluation strategy that demonstrate how the project will make a significant impact in achieving recycling, waste reduction, and diversion goals.
- e. Demonstrates the project's cost effectiveness. An example includes but is not limited to the cost savings per weight/volume of materials diverted from the solid waste stream.

- f. Demonstrates how the project and its benefits are to be perpetuated after the grant funds have been expended without additional investment from the State.

Applications may be assigned bonus points for:

- a. Projects that use Georgia-based suppliers for products and services.
- b. Regional or multi-jurisdictional project proposals jointly submitted by two or more local governments.
- c. Consistency with the local or regional solid waste management plan or other recycling, waste reduction and/or diversion projects and activities.
- d. Bringing together new resources or innovative approaches to recycling, waste reduction, and diversion.
- e. Applicants that have or who have partners for the proposed project who have “buy recycled” ordinances, policies, practices, and procedures.
- f. Applications that demonstrate additional environmental benefits such as water conservation, emissions reduction, and energy conservation.
- g. Applicants that or who have partners that participate in the Georgia Municipal Measurement Program by submitting surveys and reports.

RWD Grant Award Procedures

Grant applications will be scored according to the criteria described in the Evaluation Criteria section. If a grant application is approved for award, EPD will notify the applicant and provide an agreement for signature.

The applicant must then return the signed agreement and completed Vendor Management Form, E-Verify Form, and W-9 within 30 days of receiving the agreement via email to the following address: SWTF.grant@dnr.ga.gov.

Any electronic signatures constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 et seq.

Upon receiving the signed agreement, EPD will route the agreement for signature to the EPD Director. EPD will then send the fully executed agreement to the recipient. Recipients may begin work upon receipt of the fully executed agreement and must commence work within 30 days.

Work related to the project performed prior to the execution of the agreement will not be eligible for reimbursement.

Recipients are required to submit Quarterly Reports throughout the duration of the project to document implementation progress. Quarterly Report Forms will be provided. A Final Report must be submitted at the end of the project that includes a summary of the project and metrics quantifying the project's success.

Recipients must submit a Reimbursement Request Form to EPD along with invoices and proof of payment for grant expenditures. The Reimbursement Request Form will be provided by EPD. Reimbursement Request Forms may be submitted along with the quarterly reports or as needed, no more than once every 30 days.



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

City of Norcross

Legislation Details (With Details)

File #:	22-6548	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	2021-2022 LMIG Resurfacing Project ITB		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - 2021-2022 LMIG Street Resurfacing ITB](#)
2. [ITB PWUP-22-07 \(003\)](#)
3. [LMIG 2022 Resurfacing Projects](#)

Title
2021-2022 LMIG Resurfacing Project ITB

Drafter
John Davis

Motion
A motion to Approve/Deny a request to move forward with an Invitation to Bid for LMIG street resurfacing.



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

Agenda Report

To: Mayor and Council
From: John Davis – Public Works Superintendent
Agenda: September 6th, 2022 – Regular Meeting
Agenda #: 22-6548
Item: 2021-2022 LMIG Street resurfacing ITB
CC: Eric Johnson

Recommendation

Public Works Division is seeking approval to move with an Invitation to Bid (ITB) for LMIG Street resurfacing

Background

The public Works division in the Public Works, Utilities and Parks department continues to resurface the city's roadway infrastructure utilizing funds provided by the Georgia Department of Transportation (GDOT) Local Maintenance and Improvement Grant (LMIG)

The LMIG transportation funding is allocated from the state based on a formula that includes population and street mileage. The city has successfully used LMIG funds in the past to repave streets to provide smoother and safer travel for roadway users throughout the city.

In 2019, the city contracted with CPL, Inc. to analyze the pavement and underlying base conditions of the City's 48.23 miles of roadway network and ranked every roadway with a specific surface treatment to be applied to extend the life of the roadway. This approach saves money by extending the pavement life and prolonging the need for major reconstruction. The Street List included in the ITB is based on the CPL Inc. prioritization in conjunction with the City's review.

During the resurfacing project, streets may be closed for a short duration during the day while under construction, but they will be opened by the end of each working day. Motorists are urged to follow all traffic warning signs and proceed around these construction sites with caution.

Upon approval, City staff will post the ITB, collect sealed bids and select based on the criteria specified in the ITB documentation.

Financial Impact

This project will be funded by 2021, & 2022 LMIG funds, (\$382,000.00) the City will match with 30% (\$114,600) using 2014 & 2017 SPLOST

Consistent with Comprehensive Plan?

Proceeding with resurfacing enforces Goal 2 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Continue to strength Norcross as a livable, inclusive, and safe Environment as well as Goal 3 to promote safe and efficient transportation for pedestrians, cyclists.

Next Steps

Upon approval, City staff will post the ITB, collect sealed bids and select based on the criteria specified in the ITB documentation, award will be completed after approval from Mayor and City Council.

Attachments

- 1) Agenda Report - 2021-2022 LMIG Street Resurfacing ITB
- 2) ITB PWUP-22-07
- 3) LMIG 2022 Resurfacing Projects

Update

N/A

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

Invitation to Bid
(ITB 22-07)

Street Resurfacing

The City of Norcross is soliciting competitive sealed bids from qualified contractors for 2022 Street resurfacing for the department of Public Works, Utilities & Parks.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the Invitation to Bid (ITB) number and Company name. Bids will be received until 10:00 A.M. local time on September 30, 2022, at the Department of Public Works, Utilities & Parks located at 345 Lively Avenue, Norcross, Georgia 30071. Any bid delivered after this date and time will not be accepted. Bids will be publicly opened and read at 11:05 A.M. Apparent bid results will be available the following business day on the City's website www.norcrossga.net

A pre-Bid conference will be held at 9:00 A.M., September 23, 2022, at the City of Norcross Department of Public Works, Utilities & Parks conference room located at 345 Lively Avenue, Norcross, Georgia 30071. The conference will include a review of the Bid documents, and a question-and-answer period. Attendance at the pre-Bid Conference is required. Bidders are expected to be familiar with the Bid documents and to provide the city with any questions regarding the Bid documents at the Pre-conference or by the deadline for questions to be submitted.

Questions regarding the bids should be directed to John Davis, Public Works Superintendent, at Jdavis@norcrossga.net no later than September 22, 2022. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier submitting the lowest responsive and responsible bid. 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. Bids may be split or awarded in entirety. The City of Norcross reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

All companies submitting a bid will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Norcross.

John Davis

City of Norcross

Public Works Superintendent

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

Scope of Work

2022 LMIG paving scope: The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contact including all incidentals as directs by the City of Norcross Director of Public Works, Utilities & Parks, or her representative. Unless otherwise specified all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (Current Edition). The work location and descriptions follow but are not limited to:

1. Northbelt Parkway NW from North Norcross Tucker Rd. to North Belt Dr. (7,292 SY).
2. Pinnacle Court from Pinnacle Way to End (2,349SY)
3. Academy Street NW from Lawrenceville Street to Born St. (1,329 SY)
4. Northbelt Drive from Jimmy Carter Blvd to End (3,058 SY)
5. Northbelt Industrial Court from Buford Highway to End (2,949 SY)

Mill asphalt pavement 2", Overlay with 9.5mm Superpave. Patching as needed, striping as directed.

Streets scheduled for milling and resurfacing will include repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves & manholes, and the installation of pavement markings.

All sealed bids must be submitted by Friday September 30, 2022 @ 10:00 AM to the address below: Please submit two hard (paper) copies and one soft (PDF or other electronic document) copy of your bid package to:

John Davis
PWUP-22-07
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Questions must be submitted by September 22, 2022 to jdavis@norcrossga.net

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

REQUIREMENT

Estimates must include labor and all materials as specified; no substitutions for materials are allowed unless approved by owner.

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

I. General Conditions

A. Qualifications

1. Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing of equipment available for use on this work. Before accepting any bid, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.
3. Status as a State D.O.T. certified contractor is one of the factors to be considered in determining qualification for this bid.

B. Guarantee to Accompany Bid

1. Bids must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid per section, and failure to submit a bid bond will be cause for rejection.

C. Joint Ventures

1. Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform 100% of the actual resurfacing/paving work and will not be allowed to sublet these items. Subletting of the additional items (milling, structure adjustment, crack filling, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

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Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

D. Authority to Sign

1. The Bidder should ensure that the legal proper name of his proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the Schedule of items.

E. Rights Reserved

1. City of Norcross reserves the right to reject any and all Bids, to waive informalities or to re-advertise. It is understood that all Bids are made subject to this agreement, that City of Norcross reserves the right to decide which Bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed and past performance with the City of Norcross.
2. Bidders are advised to examine Plans and Specifications carefully and to make examinations of the site of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. The City of Norcross will not be responsible for the Bidders errors or misjudgment, nor for any information on location conditions or general laws and regulations.
3. Any unauthorized additions, conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.

II. Award of Contract

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City is to make the determination.
- B. The bid evaluation will be made on the following criteria:
 - Bid price
 - Compliance with specification
 - Ability to deliver product and service
 - Availability of warranty on service and parts
 - Start Date
 - References

City of Norcross
 Department of Public Works, Utilities & Parks
 John Davis, Public Works Superintendent

- C. Prior to award of the Contract, the successful bidder will be required to submit a construction schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner on the entire City's resurfacing contracts for which they are the successful bidder. 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 the award of one or all of those sections to the next lowest, responsive and responsible bidder, as deemed in the City's best interest.
- D. Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, the award of any and/or all of the Bidder's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all of these contracts.
- E. Prior to execution of a Contract, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this Bid package.

III. Production Requirements

- A. Time is of the utmost importance of this project. The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence in order to complete the work within 90 Days. Contractor must resurface streets within 72 hours of milling.

IV. Progress Payments and Retainage

- 1. After work has commenced, progress payments shall be made least 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 construction site, less retainage.
- 2. The City shall retain a maximum of 10 percent of each progress payment; provided, however, when 50 percent 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

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 John Davis, Public Works Superintendent

Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.”

V. Location and Site

- A. The site of the proposed work is at the stated location(s) within City of Norcross, Georgia. A list of proposed roads is included in the specifications.
- B. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as indicated on the drawings or as directed by the Department of Public Works.
- C. The Contractor, before submitting a bid is required to visit the site and acquaint himself with the actual conditions and the location of any and/or all obstructions that may exist on the site. The site visits must be confirmed by the Superintendent of Public Works.
- D. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

VI. Compliance with OSHA Standards and Regulations

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.

VII. Materials

All materials furnished and/or installed by the Contractor shall be furnished only Georgia Department of Transportation certified source and shall be within the limits, tolerances, formulae, etc. as established by the Georgia Department of Transportation.

VIII. Inspection

City of Norcross does not commit to have 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 and retesting that is required will be at the Contractors expense.

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

XI. Contract Requirements

- A. Successful vendor is required to do the following within ten (10) days of Notice:
1. Return to Department of Public Works contract documents executed by the authorized representative attested by the corporate Secretary Treasurer.
 2. Provide Insurance Certificates as specified in the bid documents.
 3. Provide bonding as required by the bid documents.
- B. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate to: Georgia Department of Transportation unless otherwise directed. All work performed shall be in accordance with: The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, 2001 Edition, dated June 21, 2001, and any applicable revisions that apply thru 2021.

X. General Construction Guidelines

- A. The General Contractor shall be required to perform 100% of the actual resurfacing, paving work, and will not be allowed to sublet this item. Subletting of the additional items: milling, structure, adjustment, cracks filing, etc. shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.
- B. The Contractor shall be required to give 24 hours' notice to City of Norcross or its Representatives before proceeding with paving on any road in writing, submitted via fax, email or hand delivery.
- C. Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Department of Public Works.
- D. The Contractor shall furnish, install, maintain, and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Standard Specifications of the Georgia Department of Transportation. Such work shall be

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

considered incidental to the overall contract, and no additional compensation will be made.

XI. Miscellaneous Provisions

A. Permits

No permits are anticipated for this project.

B. Construction Schedule

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

C. Work Hours

The daily hours are 8-10pm on weekdays and 10am-8pm

D. Detour/Closures

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

E. Residential Refuse

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

F. 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 jdavis@norcrossga.net or 678-421-2069.

G. Disposal of Refuse

The Contractor shall be solely responsible for disposing of materials and shall take into account, 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.

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Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

Requested Content

All questions must be answered, and the information given must be clear and comprehensive. Add separate sheets if necessary. The written request should provide background information about the company, its employees, and its experience with related projects and related clients (especially governmental). The statement shall be submitted with bid.

- a. Name of Bidder
- b. Permanent main office address, email address, pertinent contact numbers.
- c. How long (years) has your firm been in the construction 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. How long do you warrant a project?
- f. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long
- g. Contract 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. List your major equipment available for this contract.
- n. List any subcontractors whom you would expect to use for the contract.
- o. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, and may be requested by City. If requested,

City of Norcross
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John Davis, Public Works Superintendent

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

NON-COLLUSION: VENDOR(S), BY SUBMITTING SIGNED BID, CERTIFY THAT THE ACOMPANYING 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 STATE LAW

Street Listings:

Milling 2" / 9.5mm Super-pave asphalt, patching as needed,

- Northbelt Pkwy NW
- Pinnacle Court
- Academy Street NW
- Northbelt Dr.
- Northbelt Ind. Ct.

SPECIFICATIONS

The street scheduled for milling and resurfacing will include repairing the existing pavement base, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves & manholes, and the installation of pavement markings/stripping.

The pavement to be placed after milling the existing wearing course is an inch and half (2) inch - 9.5mm Super-pave asphalt.

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John Davis, Public Works Superintendent

Bid Quantities. For your information, see attached LMIG Project Report for the project limits and asphalt quantities the City used in preparing the bid form.

The bidder shall round up to 800 tons for the purpose of preparing a sealed bid. The contractor will be responsible for providing resurfacing for the project limits and length and area measurements as denoted above.

Contractor is responsible for accounting for all valve and manhole concrete collars.

Manhole Adjustment and Water Valve Box Adjustment

The following procedures shall be used in the adjustment of structures:

- a. It shall be the Contractor's responsibility to note and mark the location of each water valve box and manhole covers on the streets to be resurfaced, prior to the resurfacing work then locate and adjust each of these after resurfacing.
- b. Structures shall be adjusted within 10 days after the road is resurfaced.
- c. The existing pavement will be removed a minimum of 9" outside of the most exterior points of the structures.
- d. Structures will be adjusted to pavement grade using bricks, shims or other non-organic material.
- e. Concrete having a minimum compressive strength of 3000 p.s.i. at 28 days shall be placed around the adjusted structure, consolidated to fill the voids, and finished to pavement grade. Care should be taken to prevent concrete from falling into manholes, with any such material being removed by the contractor as soon as possible.
- f. Concrete shall be protected from traffic for a minimum of 3 days with steel plates, or other measures as approved by the Engineer or Department of Public Works.
- g. The unit prices bid for Manhole adjustment and Water Valve Box Adjustment will be for all work performed, including excavation and disposal of existing material, adjustment of structure, traffic control, and protection of the concrete.
- h. The contractor will give the City at least 24 hours' notice as to the locations to be adjusted to allow for inspection scheduling.

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

- i. The City reserves the right to adjust any structures using in-house labor as deemed practicable.
- j. In the event an existing casting or structure is found to be structurally deficient it shall be reported to the Department of Public Works for evaluation.

Note:

Please request bidding documents/specifications and submit questions via e-mail only. Submit questions/requests to John Davis via e-mail at jdavis@norcrossga.net.

All questions/requests must be submitted via e-mail prior to September 22, 2022.

Bid Packages are due September 30, 2022, at 10:00 a.m.

The City of Norcross reserves the right to reject any or all bids, to waive technicalities and to make an award as deemed in its best interest. We appreciate your interest in the City of Norcross.

Attachment: ITB PWUP-22-07 (003) (22-6548 : 2021-2022 LMIG Resurfacing Project ITB)

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

BID FORM

This form is mandatory, and must be included in your bid, addressed to:

City of Norcross
345 Lively Avenue
Norcross, GA 30071

CATEGORIES SUBTOTAL

- | | | | | |
|-----------------------|--------------------------------|---------------------------|------------------|-----------------|
| 1. ASPHALT PAVING | Unit Price per ton \$ _____ | * 1,800 tons | = | \$ _____ |
| 2. PATCHING | Unit Price per SF \$ _____ | * _____ SF | = | \$ _____ |
| 3. TRAFFIC CONTROL | Lump Sum | | = | \$ _____ |
| 4. CONCRETE COLLARS | | | | |
| | VALVES | Unit Price per each _____ | * _____ valves | = \$ _____ |
| | MANHOLES | Unit Price per each _____ | * _____ manholes | = \$ _____ |
| 5. STRIPING | Lump Sum | | = | \$ _____ |
| 6. MOBILIZATION, OH&P | Lump Sum | | = | \$ _____ |
| TOTAL | (sum of items 1 thru 7) | | | \$ _____ |

Written Amount: _____

Company: _____

Authorized Signature/Date: _____

Printed Name: _____

Attachment: ITB PWUP-22-07 (003) (22-6548 : 2021-2022 LMIG Resurfacing Project ITB)

City of Norcross
Department of Public Works, Utilities & Parks
John Davis, Public Works Superintendent

References:

The Contractor must provide at the time of bid opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro Atlanta area.

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

1. Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

2. Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

3. Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

2022 LMIG Project Report

Road Name	Limit 1	Limit 2	Length	Width	Area	Area	Tonnage of 2" "E" Mix	Probable Cost
			(ft)	(ft)	(sf)	(sy)	(ton)	
Northbelt Pkwy NW	N. Norcross Tucker Rd.	Northbelt Dr	2344	28	65,632	7,292	802.2	\$ 164,080.00
Pinnacle Court	Pinnacle Way	End	755	28	21,140	2,349	645.9	\$ 52,850.00
Academy Street NW	Lawrenceville St.	Born St.	598	20	11,960	1,329	146.2	\$ 29,900.00
Northbelt Drive	Jimmy Carter Blvd	End	983	28	27,524	3,058	336.4	\$ 68,810.00
Northbelt Ind. Ct.	Buford Highway	End	948	28	26,544	2,949	324.4	\$ 66,360.00
						Unit Cost	Total	\$ 382,000.00
SUBTOTAL ASPHALT PAVING						16,978	2,255.1	
LEVELING COURSE INCREASE FACTOR						1,697.78	225.51	
TOTAL ASPHALT PAVING QUANTITIES						18,675.56	2,480.63	
TRAFFIC CONTROL/MOBILIZATION								
CONCRETE COLLARS								
road mile (3 lanes) 1.5" paving			5628	20	112,560	12,507	1031.8	62.9967
65000 Gwinnett County DOT guideline								
								\$ 382,000.00 unit cost



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

City of Norcross

Legislation Details (With Details)

File #:	22-6549	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	City Wide Landscaping Maintenance Services RFP		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Landscaping RFP](#)
2. [RFP - Landscaping Maintenance Services](#)

Title
City Wide Landscaping Maintenance Services RFP

Drafter
Matthew Zaki

Motion
A motion to Approve/Deny staff to proceed with a Request for Proposal (RFP) for city wide Landscaping Maintenance services.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **WILLIAM HAYES** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

Agenda Report

To: Mayor and Council
From: **Matthew Zaki, Public Works, Utilities and Parks Director**
Agenda: August 15, 2022 – Policy Work Session
Agenda #: 22-6549
Item: **City Wide Landscaping Maintenance Services RFP**
CC: Eric Johnson

Recommendation

Approve to proceed with a Request for Proposal for city wide Landscaping Maintenance services.

Background

Staff is requesting Sealed Proposals for the Annual Landscape Maintenance. Services for designated areas within the city of Norcross as illustrated on attached exhibits. All Landscape Maintenance contract services shall be provided on a weekly basis starting January 1, 2023, Monday through Friday, excluding major Holidays, determined by the City prior to commencement of the contract, at all locations specified in the Scope of Work unless otherwise noted as exceptions. The Landscape Maintenance work will include, but is not limited to, grass cutting, edging, sweeping, weeding, tree pruning and trimming, mulching, aeration and dethatching, fire ant control, irrigation, annual bed planting, trash removal throughout City outdoor areas, and fertilization and weed control.

All work will be conducted according to industry standards Financial Impact

Financial impact

The initial contract with both landscaping contractors were put in place in 2012. A significant increase is anticipated.

Consistent with Comprehensive Plan?

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

Next Steps

Upon approval, Staff will post for RFP

Attachments

- 1) RFP - Landscaping Maintenance Services

Update

N/A

City of Norcross

Department of Public Works, Utilities & Parks

Request for Proposal (PWUP 22-04)

Landscape Maintenance Services

PROJECT SCOPE

The City of Norcross is requesting Sealed Proposals for the Annual Landscape Maintenance Services for designated areas within the city of Norcross as illustrated on attached exhibits.

All Landscape Maintenance contract services shall be provided on a weekly basis starting January 1, 2023, Monday through Friday, excluding major Holidays, determined by the City prior to commencement of the contract, at all locations specified in the Scope of Work unless otherwise noted as exceptions. The Landscape Maintenance work will include, but is not limited to, grass cutting, edging, sweeping, weeding, tree pruning and trimming, mulching, aeration and dethatching, fire ant control, irrigation, annual bed planting, trash removal throughout City outdoor areas, and fertilization and weed control.

All work must be conducted according to industry standards

INSTRUCTIONS

All sealed proposals must be submitted by Friday, October 7, 2022, @ 11:00 AM to the address below: Please submit two hard (paper) copies and one soft (PDF or other electronic document on a CD) of your RFP package to:

Matthew Zaki, PE. CFM
PWUP 22-04
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Please request RFP documents/specifications and submit questions via e-mail only. Submit questions/requests to Shahin Khalili via e-mail at Shahin.khalili@norcrossga.net. Addendum will be posted on the City of Norcross website. After the RFP is issued, no contact will be permitted between the contractor and any other city staff members or elected officials.

All questions/requests must be submitted via e-mail prior to September 26, 2022.

MANDATORY: Pre-Proposal Meeting

All contractors are required to attend a pre-proposal meeting Friday, September 23, 2022 @ 10:00 a.m. @ 345 Lively Ave, Norcross, GA 30071.

The City of Norcross reserves the right to accept or reject any or all Proposals and award in the best of interest of the city.

We appreciate your interest in the City of Norcross!

Attachment: RFP - Landscaping Maintenance Services (22-6549 : City Wide Landscaping Maintenance Services RFP)

SPECIFICATIONS

The City of Norcross is requesting Sealed Proposals for the Annual Landscape Maintenance Services for designated areas within the city of Norcross as illustrated on attached exhibits.

All Landscape Maintenance contract services shall be provided in accordance with the landscape Maintenance specifications. Landscape maintenance must be provided according to Appendix II - Weekly Landscape Maintenance Checklist, Appendix III – Quarterly Landscape Inspection Card, Appendix IV – Calendar of Monthly Maintenance and Appendix V – Playground Mulch Schedule, the services will be on a weekly basis Monday through Friday, excluding major Holidays, determined by the City prior to commencement of the contract, at all locations specified in Appendix IA & IB – Project Site Locations unless otherwise noted as exceptions. The Landscape Maintenance work will include, but is not limited to, grass cutting, edging, sweeping, weeding, tree pruning and trimming, mulching, aeration and dethatching, fire ant control, irrigation, annual bed planting, trash removal throughout City outdoor areas, and fertilization and weed control.

All work must be conducted according to industry standards

Proposals can be provided for either project site location separately or for the entire project (IA & IB)

In addition to the standard requirements for submitting a proposal for this RFP, the following will be requested:

- Description of standard protocols, methods, procedures which support the seven principles of the Landscape Management Specification (Section 2.1.A)
- Organizational structure of maintenance team, including management.
- Professional certifications as specified in Section 1.7
- List of all subcontractors as specified in Section 1.10.C
- Description of use of H2B workers, including percentage of such workers on maintenance team during the season and training programs.
- Total number of man hours per week.
- Specifications for special turf care programs for Thrasher and LWP Parks, including over-seeding with annual rye (above normal turf care programs specified in Maintenance Specification).
- Tabulation sheets by Project Site Locations.
- Description of how the shift from gasoline to electric equipment will be attained, detailed report with specifics pertaining to the maintenance strategy that involves the use of battery powered equipment and transition to said equipment.

REQUIREMENT

Each contractor can provide the estimates for either or all the following options

- 1) Provide Estimates to include labor and all materials for all sites within the city limits as shown on project site locations IA & IB; no substitutions for materials are allowed unless approved by owner.
- 2) Provide Estimates to include labor and all materials for all sites within the city limits as shown on project site locations IA only; no substitutions for materials are allowed unless approved by owner.

- 3) Provide Estimates to include labor and all materials for all sites within the city limits as shown on project site locations IB only; no substitutions for materials are allowed unless approved by owner.

I. GENERAL CONDITIONS

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

A. Qualifications

1. Proposals will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude.
2. Contractors will be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar character successfully completed within the last two years may be required giving the location. Before accepting any proposals, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

B. Guarantee to Accompany Proposal

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

C. Authority to Sign

1. The Contractor should make sure that the legal proper name of his/her proprietorship, firm, partnership and/or corporation is printed or typed in the space provided on the Schedule of items.

D. Rights Reserved

1. City of Norcross reserves the right to reject all Proposals, to waive informalities or to re-advertise. It is understood that all Proposals are made subject to this agreement, that City of Norcross reserves the right to decide which Proposals it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Proposer, their financial responsibility, and work of this type successfully completed and past performance with the City of Norcross.

Proposers are advised to examine the landscaping maintenance specifications and all accompanied exhibits carefully and to make examinations of the site(s) of the proposed work as are necessary to familiarize themselves with location conditions, which may affect the proposed work. Proposers are also advised to inform themselves fully in regard to conditions under which the work will be performed. The City of Norcross will not be responsible for the Proposers errors or misjudgment, nor for any information on location conditions or general laws and regulations.

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

E. Award of Contract

1. The contract will be awarded to the lowest responsive and responsible Proposer whose Proposal will be most advantageous to the City, price and other factors considered. The city is to make the determination.
2. The Proposal evaluation will be made on the following criteria, which are listed in descending order of importance
 - i. Staffing – (10 points)- Primary staff and qualifications.
 - ii. Scope of work – (30 points) Demonstration of understanding of scope objectives of Landscaping Maintenance Specifications and commitment to complete work in a timely manner, a detailed description for the gradual transition from gasoline to electric equipment.
 - iii. Costs – (50 points) Includes illustrating the phasing in of electric equipment (mowers, blowers, and weed eaters)
 - iv. References (10 points) Demonstration of providing 3 references of similar size and demographics and with similar landscaping specifications. Include contact names and current phone numbers.
 - v. Bonus points (5 points) Will be awarded to local contractors who provide adequate proof they are located within the city limits of the City of Norcross.
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 the award to the next lowest, responsive, and responsible bidder, as deemed in the City's best interest.
4. Failure to demonstrate the ability for contract execution and progression will result in, at the City's discretion, the award of any and/or all the Proposer's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all these contracts.
5. Prior to execution of a Contract, if the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful Proposer by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher

and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this package.

F. Production Requirements

1. Time is of the utmost importance of this project. The successful Proposer will be required to commence work within ten (30) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence in order to complete the work according to the Landscape Maintenance specifications in the RFP.

G. Prices and Invoicing

1. Prices shall be provided based on the prices and fee schedule provided in Contractor's response. Contractor shall submit an invoice with NET 30 day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to Shahin Khalili, Landscape and Beautification Manager @ 345 Lively Ave, Norcross, GA 30071. The invoice shall contain a complete itemization of delivered goods and/or services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number.
2. The City of Norcross reserves the right to add, delete, and or change the Scope of Services of this contract, and may do so by submitting written notification to the Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.

H. Location and Site(s)

1. The site(s) of the proposed work is as provided in the property names and locations table and exhibits in Appendix I. All work is within City limits of the City of Norcross, Georgia.
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 on the drawings or as directed by the Department of Public Works, Utilities and Parks.
3. The Contractor, before submitting a Proposal is required to visit the site(s) and acquaint himself/herself with the actual conditions and the location of any and/or all obstructions that may exist on the site(s). The site(s) visit(s) must be confirmed by the Project Manager.
4. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

I. Compliance with OSHA Standards and Regulations

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.

J. Non-Collusion

1. Vendor(s), by submitting signed Proposals, 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.

K. Materials

1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the completion of the Work.
2. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.

L. Inspection

City of Norcross does not commit to have 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. Base placement and subgrade prep will be inspected by the City of Norcross, at the City's cost. Any test ordered under the supervision of the city that fail to meet standards and retesting is required will be at the Contractors expense.

M. Contract Requirements

1. Successful vendor is required to do the following within ten (10) days of Notice:
 - a) Return to Department of Public Works contract documents executed by the authorized representative attested by the corporate secretary treasurer.
 - b) Provide Insurance Certificates as specified in the RFP documents.
 - c) Provide bonding as required by the RFP documents
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after

the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the RFP guaranty of City of Norcross, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

3. The services to be performed under the Contract shall commence upon execution of the Contract. The initial term of the Contract shall be through December 31, 2023. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31, 2023 and each December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of the Contract.

The Contract may be renewed for four (4) additional twelve-month terms, upon the same terms and conditions, as provided for in the Contract, unless terminated by the City, by notice to service provider or termination and non-renewal by December 31 of the Contract year. The Contract will terminate on December 31, 2027.

N. Miscellaneous Provisions

1. Schedule: The contractor shall provide to Shahin.Khalili@norcrossga.net a schedule of activities on a monthly basis. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.
2. Work Hours: No work shall take place on Sunday unless approved by the City of Norcross. The contractor shall submit to the City of Norcross a written request at least seven (7) days prior to the weekend work. See City Ordinance Sec. 26-22.
3. Disposal of Refuse: The Contractor shall be solely responsible for disposing of materials and shall take into account, before submitting proposal, 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 the day of service. The contractor will not be permitted to burn any of the materials on site(s) or within the boundary limits of Norcross, Georgia. The City is contracted with Waste Management; thus, the contractor must use their services for waste removal.

RFP PACKET CHECKLIST

PROJECT: _____

RFP DATE: _____

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

- _____ Two Hard Copies & One Electronic Copy of RFP
- _____ Proposal Form
- _____ Bid Bond or Certified Check, if bid is over \$30,000
- _____ Certificate of Liability Insurance
- _____ E-Verify Contractor & SAVE Affidavits
- _____ Reference Page
- _____ Ship Proposal to:

City of Norcross
 345 Lively Avenue
 Norcross, GA 30071
 Attn: Matthew Zaki, Director of Public Works, Utilities
 and Parks

Attachment: RFP - Landscaping Maintenance Services (22-6549 : City Wide Landscaping Maintenance Services RFP)

References for _____

The Contractor must provide at the time of RFP opening a list of contact numbers, addresses and a contact person from three (3) jobs completed having similar specification within the metro Atlanta area.

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

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

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

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

City of Norcross
Department of Public Works, Utilities and Parks

Proposal Form (Option IA)

This form is mandatory, and must be included in the proposal, addressed to:

**City of Norcross
Attn: Shahin Khalili
345 Lively Avenue
Norcross, GA 30071**

PROJECT SITE LOCATIONS (IA)

SITE NAME	LOCATION	TYPE*	Price
Rossie Brundage Park	397 Autry Street	B	
Thrasher Park	50 North Peachtree Street	A	
Lion Club Park	Corner of Jones & Wingo Streets	A	
Buford Highway Median In front of Library		C	
Library Plaza Planters/ Buford Highway installation/ Walkway @ Brunswick Holcomb Bridge Street trees & Planters	• 5735 Buford Highway • Holcomb Bridge Road	A	
Historic Cemetery	211 S Cemetery St	B	
Summerour Park	Price Pl	B	
Pinnacle Park	250 Pinnacle Way	A	
Gateway Entrances	• Holcomb Bridge Road & Peachtree Industrial Blvd. • N. Peachtree Street & Medlock Bridge Road	A	
Veteran's Park	455 South Peachtree Street	B	

Downtown Streets	S. Peachtree Street - Jones Street	A	
Heritage Park	100 Lawrenceville Street	A	
STREET "PLANTERS"	- Traffic Island – N. Norcross Tucker Road & S. Peachtree 113 S. Peachtree Street (at B&W Auto Parts)	A	
N. Norcross Tucker Road by Northbelt Pkwy		C	
Thrasher Street Between Jones St. & Holcomb bridge Road		B	
Col. Jones Park	@Intersection of W. Peachtree Street & Holcomb Bridge Road	C	

* See TYPE descriptions at Section 2.1.C – Grounds maintenance standards

Total (IA)

City of Norcross
Department of Public Works, Utilities and Parks

Proposal Form (Option IB)

This form is mandatory, and must be included in the proposal, addressed to:

City of Norcross
Attn: Shahin Khalili
345 Lively Avenue
Norcross, GA 30071

PROJECT SITE LOCATIONS (IB)

SITE NAME	LOCATION	TYPE*	Price
Betty Mauldin Park	45 Jones Street	A	
City Hall	65 Lawrenceville Street	A	
Norcross Cultural Arts & Community Center	10 College Street	A	
FIRE MUSEUM	165 Lawrenceville Street	A	
WELCOME CENTER	189 Lawrenceville Street	A	
Cotton Gin	125 Lawrenceville Street	A	
Discovery Gardens II	205 Lawrenceville Street	B	
Lillian Webb Community Park	47 College Street	A	
Intersection at Mitchell Road and Everglades		C	
Intersection at Mitchell Road and Brook Hollow		C	
Public Works Building	345 Lively Ave.	C	

Total (IB)

City of Norcross
Department of Public Works, Utilities and Parks

Proposal Form (Option Entire City)

This form is mandatory, and must be included in the proposal, addressed to:

**City of Norcross
Attn: Shahin Khalili
345 Lively Avenue
Norcross, GA 30071**

PROJECT SITE LOCATIONS (Entire City)

SITE NAME	LOCATION	TYPE*	Price
Rossie Brundage Park	397 Autry Street	B	
Thrasher Park	50 North Peachtree Street	A	
Lion Club Park	Corner of Jones & Wingo Streets	A	
Buford Highway Median In front of Library		C	
Library Plaza Planters/ Buford Highway installation/ Walkway @ Brunswick Holcomb Bridge Street trees & Planters	• 5735 Buford Highway • Holcomb Bridge Road	A	
Historic Cemetery	211 S Cemetery St	B	
Summerour Park	Price Pl	B	
Pinnacle Park	250 Pinnacle Way	A	
Gateway Entrances	• Holcomb Bridge Road & Peachtree Industrial Blvd. • N. Peachtree Street & Medlock Bridge Road	A	
Veteran's Park	455 South Peachtree Street	B	

Downtown Streets	S. Peachtree Street - Jones Street	A	
Heritage Park	100 Lawrenceville Street	A	
STREET "PLANTERS"	- Traffic Island – N. Norcross Tucker Road & S. Peachtree 113 S. Peachtree Street (at B&W Auto Parts)	A	
N. Norcross Tucker Road by Northbelt Pkwy		C	
Thrasher Street Between Jones St. & Holcomb bridge Road		B	
Col. Jones Park	@Intersection of W. Peachtree Street & Holcomb Bridge Road	C	
Betty Mauldin Park	45 Jones Street	A	
City Hall	65 Lawrenceville Street	A	
Norcross Cultural Arts & Community Center	10 College Street	A	
FIRE MUSEUM	165 Lawrenceville Street	A	
WELCOME CENTER	189 Lawrenceville Street	A	
Cotton Gin	125 Lawrenceville Street	A	
Discovery Gardens II	205 Lawrenceville Street	B	
Lillian Webb Community Park	47 College Street	A	
Intersection at Mitchell Road and Everglades		C	
Intersection at Mitchell Road and Brook Hollow		C	

Public Works Building	345 Lively Ave.	C	
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Total	
-------	--

City of Norcross
Department of Public Works, Utilities & Parks

TOTAL (Option IA) \$ _____

TOTAL (Option IB) \$ _____

TOTAL (Option Entire City) \$ _____

Written Amount: IA _____

Written Amount: IB _____

Written Amount:
Entire City _____

Company: _____

Authorized Signature/Date: _____

Printed Name: _____

Email: _____



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: _____ Date of Project: _____

Legal Name of Contractor: _____

Address: _____ City: _____ State: _____ Zip Code: _____

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

Date of Authorization: _____

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

Date

Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (City), _____ (State)

NOTARY PUBLIC Signature

My Commission Expires



SAVE Public Benefit Affidavit

O.C.G.A. § 50-36-1

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

By executing this affidavit under oath, as an applicant for _____ (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? _____.

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, _____ (representative for) _____
 (Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

 Signature of Applicant

 Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Executed in _____ (City), _____ (State)

 NOTARY PUBLIC Signature

 My Commission Expires

Landscaping Maintenance specifications

SECURE AND VERIFIABLE DOCUMENTS

The following list of secure and verifiable documents, published under the authority of O.C.G.A.

§ 50-36-2 contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card
- A United States military identification card
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. **Please note that a driver's license from one of the following states is NOT acceptable at this point due to non-compliance with the immigration verification prior to issuance: Alaska, Idaho, Illinois, New Jersey, New Mexico, New York, Rhode Island, Utah or Washington, PENDING: Maryland and Massachusetts.
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer.
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at:
<http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm>
- A United States Permanent Resident Card or Alien Registration Receipt Card
- An Employment Authorization Document that contains a photograph of the bearer
- A passport issued by a foreign government
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- A Free and Secure Trade (FAST) card
- A NEXUS card
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- A driver's license issued by a Canadian government
- A Certificate of Citizenship issued by the United States Department of Citizenship and
- Immigration Services (USCIS) (Form N-560 or Form N-561)
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570)

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]

CITY OF NORCROSS

A CERTIFIED PLATINUM GREEN COMMUNITY

LANDSCAPE MAINTENANCE SPECIFICATION

August 2022



Prepared by:
City of Norcross
Department of Public Works, Utilities and Parks

Norcross Landscape Maintenance Specification

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Norcross Landscape Maintenance Specification

Section 1: GENERAL INFORMATION

1.1. Landscape Maintenance Contract

- A. Work of the contract consists of the maintenance and repair of City of Norcross (hereinafter referred to as "the City") owned landscaping on City property as assigned by the contract. The work, as covered by the contract, specifically includes all work represented by the Norcross Landscape Maintenance Specification (hereinafter referred to as "Specification") and subsequent work as authorized by directly related signed work orders.
- B. Any work required within the assigned area of work and not specifically described in the Specification needs written approval by the City Director of Public Works or designee (hereinafter referred to as "Representative") prior to commencement of work.
- C. This Specification is made part of the contract for landscape maintenance services.
- D. Compliance with the requirements set forth in the Specification is mandatory for the Landscape Maintenance Contractor (hereinafter known as "Contractor"). If any part of the Specification is declared invalid for any reason, such invalidation shall apply only to the specific part declared invalid; it shall not nullify any of the requirements of any other part. In the event of question over applicability of any requirement, the requirement shall be assumed to apply, unless the Representative provides a written clarification stating that it does not.
- E. Cancellation: The landscape maintenance contract is subject to cancellation by either party, due to the failure of either party to meet the requirements of the Specification or contract, followed by further failure by either party to rectify the situation(s) quickly and reasonably, after having had an issue brought to their attention.
- F. In the event that the performance of the Contractor should fail to satisfy the expectations and standards set forth in the Specification as interpreted by the Representative, the City reserves the right to obtain others to perform such duties and deduct all costs from the Contractor's payments.
- G. The landscape maintenance contract is subject to 30 day written notice of cancellation by the City and not less than 60 days by the Contractor.
- H. All modifications to the Specification must be in writing.
- I. The Contractor agrees that he/she shall assume sole and complete responsibility for his/her work, including safety of all persons and property; and that the Contractor shall defend, indemnify, and hold the City and tenants harmless from all liability, real or alleged, in connection with the Contractor's performance of work on this project, excepting for liability arising from the sole negligence of the City or tenants.
- J. In the interest and goals to strive for a more sustainable and smaller carbon footprint, the city would like to see steps from the Contractor making a shift from gasoline to electric equipment. The city will request for the Contractor to give a written report with specifics pertaining to their maintenance strategy that involves their use of battery powered equipment or transition to said equipment.

1.2. Project Goals

- A. It is the intention of the city to receive the highest quality of service compatible with standard practice and to provide an attractive, colorful, and resource-efficient landscape for the benefit of the residents of the city.
- B. It is the intention of the City to contract with one general landscape contractor who will provide landscape maintenance services for the City's properties used or seen daily by the general public. These properties include parks, facilities, and general land areas.
- C. The Specification practices shall be employed to reduce maintenance costs, reduce maintenance labor, minimize waste, protect air and water quality, conserve energy and water, and protect natural ecosystems.

1.3. General Scope of Work

- A. The Contractor shall provide at his/her own risk all supervision, labor, materials, equipment, tools, transportation, hauling, dumping, supplies, insurance, and services to maintain in a superior

condition all landscape areas, playgrounds, irrigation, and drainage systems, and other related work outlined in the Specification and as agreed in writing. All work shall be performed in a skillful manner, using quality equipment and materials, and the Specification methods.

- B. The Contractor shall provide regular, weekly (unless otherwise noted) maintenance and inspection services as outlined in the Specification for the project sites.
- C. The Contractor shall look for and note problems or potential problems that need to be addressed.
- D. The Contractor shall make minor replacements and repairs to the landscape facilities as part of the required weekly maintenance work. Major items needing replacement or repair shall be reported to the Representative in accordance with the Specification. A minor item would be something that takes less than 15 minutes to repair by a skilled worker, using minimal replacement parts. Some specific guidelines for determining if an item is minor or major are given in the sections pertaining to each item. The Contractor shall be available to perform additional work related to landscape maintenance as may be authorized in writing by the Representative. Such work shall be non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in the Specification.
- E. Any facilities or property damaged or destroyed as a result of the Contractor's operations at the site shall be repaired or replaced at the Contractor's expense.
- F. The Contractor must perform the work as specified herein to the satisfaction of the Representative. The Representative shall make inspections from time to time to determine the Contractor's conformity with the Specification and the adequacy of the work being performed. The City has the authority to suspend the work wholly or in part, for such period as the City deems necessary due to unsuitable weather or other conditions. The Contractor shall be available for consultation with the Representative as needed.

1.4. Site Description

- A. Work to be performed is located within the city limits of Norcross, as defined in Appendix I, Project Site Locations. These areas are owned or supervised by the City, with the Director of Public Works, Utilities, and Parks and the Landscape and Beautification Manager as Representatives. The Contractor MUST verify area sizes and conditions on his/her own.
- B. Sites are to be walked by the Contractor and Representative to identify any deficiencies in site conditions that need to be addressed before the start of the maintenance contract, unless otherwise approved by the Representative. Conditions to be noted include, but are not limited to, existing broken irrigation, shrubs or trees not to specified maintenance levels, turf conditions not to specified maintenance levels, pest damage, safety issues or concerns, other issues.

1.5. Limits of Work

Specified work does not include:

- Any areas outside and not adjacent to those specifically enumerated in the locations above unless otherwise agreed in writing.
- The inside of any buildings or facilities.
- Any private property not belonging to the City, unless specifically directed by the Representative to include as part of additional work.
- Replacement or repair of any traffic control signs or other similar devices, except where specifically damaged by the Contractor or his/her employees.
- Any buildings or structures within the locations being maintained except where specifically damaged by the Contractor or his/her employees.
- Repair of utilities, furnishings, hardscapes, curbs, roads, or sidewalks, except where specifically damaged by the Contractor or his/her employees.

1.6. Quality Assurance

- A. Reference standards – conform to recommendations, specifications and standards of the following:
 1. Standardized Plant Names, 1942 Edition, American Joint Committee on Horticultural Nomenclature.
 2. American Standard for Nursery Stock, 1980 Edition, American Association of Nurserymen.

- B. The selection of all materials and the execution of all operations required under the Specification and drawings shall be subject to the approval of the Representative. The Representative and the Contractor shall make site inspections **quarterly** (or as otherwise agreed to by Representative and Contractor) to determine any work which, in the opinion of the Representative, does not meet the requirements of the Specification. All rejected work shall be corrected promptly by the Contractor. Quarterly Site Inspection Reports shall be submitted by Contractor to the Representative within 5 business days of inspection; reports shall include corrective actions taken or scheduled.
- C. The City shall be assured of a complete maintenance program for all trees, plants, lawn, and mulch areas such that the quality of all plantings and lawns shall not deteriorate but shall obtain vitality and healthy new growth for the duration of the contract.
- D. The City shall be assured of a complete maintenance program for the site landscape irrigation system such that the performance of the system shall not deteriorate below the designed limits of operation and/or the manufacturer's performance specifications.
- E. The Contractor is hereby made aware that the City anticipates that the landscape maintenance at the sites shall be of the very highest quality possible. All work to be performed, such as pruning, mowing, fertilizing, watering, weeding, irrigation maintenance, edging, spraying, policing, plant installation, over-seeding, aerating, and mulching shall be strictly managed, executed, and performed by experienced personnel.

1.7. Contractor Requirements

- A. Qualifications - All work shall be performed by experienced personnel supervised by the Contractor. The Contractor must provide management and technical supervision as required to implement the work. The Contractor shall be responsible for the skills, methods and actions of his/her employees and subcontractors and for all work done.
- B. The Contractor must have a valid Business license.
- C. The Contractor must have at least one employee assigned to the project who is a 'Georgia Certified Landscape Professional'.
- D. The Contractor must have assigned to the project at least one employee or subcontractor possessing a Georgia Department of Agriculture Pesticide Division's Commercial Applicator License and a Pesticide Contractor License for the control of weeds, plant diseases and other pests.
- E. The Contractor must have assigned to the project at least one employee possessing a GSWCC Level 1B – Advanced Fundamentals Certification for Erosion Control.
- F. It is preferred that the Contractor have assigned to the project at least one employee who possesses a GSWCC – Level II Certification.
- G. Contractor must have assigned to the project at least one employee or subcontractor who is a Certified Irrigation Contractor (Irrigation Association).
- H. It is preferred that the Contractor have assigned to the project at least one employee who is a Certified Arborist or Certified Tree Worker (International Society of Arboriculture).
- I. Contractor must have assigned to the project at least one employee or subcontractor who has experience or training in Integrated Pest Management (IPM) techniques.
- J. It is preferred that the Contractor have assigned to the project at least one employee who has experience or training in Best Management Practices for Landscape Water Conservation, sponsored and managed by The University of Georgia Cooperative Extension Office.

1.8. Insurance

The Contractor shall provide the Representative an active policy with current Certificates of Insurance as specified in the RFP.

Insurance policies meeting these requirements shall remain in effect for the duration of the work. No payments to the Contractor will be authorized unless current Certificates of Insurance have been filed with the Representative.

1.9. Compliance with Laws, Ordinances and Policies

- A. All services rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, laws, and regulations of the City, and any Federal, State, or local government having jurisdiction in effect at the time service is provided.
- B. The Contractor shall adhere to the Georgia Environmental Protection Division's Rules Governing Outdoor Water Usage.
- C. The Contractor shall adhere to the City's Tree Preservation and Protection Ordinance.
- D. The Contractor shall adhere to State and local storm water pollution prevention requirements for the site and any storm water management and erosion control policies.
- E. Any requirement of the Specification which conflicts with or is in violation of any government rule, ordinance, regulation, etc. shall be void. The Contractor shall notify the Representative immediately of any such requirement found in the Specification.
- F. The Contractor shall, throughout the course of this work, comply with all rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the Contractor, and/or his/her employees.

1.10. General Work Requirements

- A. Protection of existing property
 1. The Contractor shall protect all existing plant materials, site improvements, structures, facilities, utilities, and natural areas from damage, both above and below ground. Any damages shall be reported immediately to the Representative. Any damages caused by the Contractor shall be corrected and/or paid for by the Contractor at no cost to the City.
 2. The Contractor shall protect property from accidental chemical, fuel, oil or other contaminate spills.
 3. The Contractor shall not wash or blow soil, chemicals, litter, mulch, soil amendments or other materials into storm drains or streets.
 4. The Contractor shall replace at his/her own expense, any lawn area or other plant material requiring replacement due to negligence on his/her part. The Contractor is required to replace damaged areas considered strictly as normal maintenance conditions in accordance with accepted practice. The Contractor is not typically required to replace plants or entire lawns due to conditions totally beyond his/her control.
- B. Contractor's personnel and supervision
 1. All Contractors' employees assigned to the work site must be able to demonstrate they are United States citizens or have a legal right to work in the United States.
 2. The Contractor shall assign, at a minimum, a qualified, trained 'crew leader' to oversee work performed at the work site and to act as work or task manager of the employees. This crew leader must inspect the work and provide direction to the Contractor's workers and/or subcontractors. This crew leader shall speak, write, read, and understand English and be capable of communicating any deficiency that needs correcting.
 3. The Contractor's staff is to be personable, courteous, and presentable at all times. In areas where a decision is required, the Contractor's staff shall seek guidance from the Representative.
- C. Subcontracting
 1. A portion of the work covered by the Specification may be subcontracted with prior approval of the Representative. The Contractor shall supervise subcontractors and guarantee work quality.
 2. All anticipated subcontractors and their qualifications must be submitted at the time of contract approval. All subcontractors assigned to the site must demonstrate they are United States citizens or have a legal right to work in the United States.
 3. All subcontractors are subject to follow and maintain the terms of the Specification.
- D. Work performance
 1. The Contractor is responsible for:
 - Thoroughly investigating and considering the scope of services to be performed.
 - Carefully considering how the services should be performed.
 - Fully understanding the facilities, difficulties, and restrictions attending to the performance of the services required.

2. It is the Contractor's responsibility to carefully inspect the work sites prior to submitting the bid to become familiar with the particular concerns attributed to each individual site. No adjustments in payment or other contract provisions will be made due to failure to inspect sites and otherwise become informed of the particular characteristics of the work sites.
 3. Should the Contractor discover any latent or unforeseeable conditions, which will materially affect the performance of services, the Contractor shall immediately inform the Representative of such fact and shall not proceed, except at the Contractor's risk, until written instructions are received from the Representative.
 4. Plants, irrigation systems, etc., damaged by traffic accidents or vandalism, shall be reported immediately to the Representative.
 5. Within 10 days after the Notice to Proceed is issued, the Contractor shall make a thorough examination of the current conditions at the site (see Section 2.2).
 6. The Contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy, or otherwise not in compliance with the Specification. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the Representative.
 7. Upon confirmation of each item, the Representative shall either give the Contractor written authorization to make the correction, or a written release from responsibility for the item.
 8. By the act of submitting a bid on this work, the Contractor shall be considered to have examined both the landscape and the Specification, and to have thoroughly familiarized himself/herself with the scope of the required work.
 9. By the act of submitting a bid on this work the Contractor shall be considered to have thoroughly read and examined the Specification and forms provided herein, including the requirements for regular inspections and quarterly job walks. Further it shall mean that the Contractor understands that inspections and job walks will include evaluations and requirements to make revisions to the level and/or quality of services being provided in order to meet the terms of this contract. The Contractor's failure to make reasonable and timely corrections when requested shall constitute a breach of contract.
- E. Loss prevention: The City may take any reasonable action necessary to control damage or protect the health, safety, and welfare of the public in the event of problems involving the landscape. Such action on the part of the City shall not relieve the Contractor of any responsibilities related to the problem

1.11. Safety

- A. The Contractor shall always exercise necessary precautions to provide for the protection of the public and employees.
- B. Any unsafe conditions must be reported immediately to the Representative or designee. The Contractor must not block any roadway at any time without prior authorization by the Representative.
- C. Traffic lane closure - landscape maintenance services conducted in the roadway or center medians must be performed in a safe manner. The Contractor is required to perform traffic diverting lane closures prior to beginning any trimming operations in the center median. Litter pickup does not require a lane closure. All lane closure activities must comply with GDOT standard guidelines, and follow notification requirements of the city, Police, and Fire Departments.
- D. The Contractor is responsible for keeping equipment in safe working order and to monitor the safe use of the equipment on site.
- E. Do not use blowers around moving vehicles to avoid blowing debris into windows, etc.
- F. Proper training in the safe and proper operation of vehicles, mowers and equipment used is solely the responsibility of the Contractor.
- G. The Contractor's attention is directed to the fact that there are active utilities located within the limits of work. Before commencing any work required under the Specification, Contractor shall find the location of all utilities, subsurface drainage, and underground construction and take proper precautions not to disturb or damage any subsurface improvements. The Contractor is responsible for all repairs to damaged utilities resulting from the work covered by the Specification without claims against the city for additional cost.

H. Chemical applications

The Specification emphasizes Integrated Pest Management (IPM) practices to control pests and diseases in the landscape. IPM uses cultural, mechanical, physical, and biological control methods before using pesticides. Chemical controls are applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control shall be used.

1. Contractor shall apply all chemicals in a safe manner and according to label instructions and Federal, State, and local requirements.
2. A Commercial Applicator License and a Pesticide Contractor's license are required by the Contractor/subcontractor for chemical applications.
3. The Contractor/subcontractor shall mix and apply chemicals to protect against accidental spills and drift to non-target areas, and to ensure safety of the applicator. Any spilled chemicals, as well as contaminated soil, water, and/or landscape materials must be removed from the site and disposed of in accordance with Federal, State and local requirements.
4. The Contractor/subcontractor shall maintain applicator's licenses and records of applications as required by the State.
5. A Chemical Work Report shall be completed for each chemical application. The Contractor is responsible for submitting the reports to the Representative if requested.
6. No part of this work shall be performed or installed in any location or manner which may endanger the health, safety, or welfare of the public now or in the future.

1.12. Contact Person – Communications

- A. The Contractor shall assign a qualified, trained supervisor to oversee work performed at the work site and to act as the Contractor's liaison with the Representative. This supervisor must inspect the site and provide direction to the Contractor's workers and/or subcontractors. This supervisor shall speak, write, read, and understand English and be capable of writing schedules and reports noting any deficiency that needs correcting and major projects.
- B. The supervisor shall be a person in the employ of the Contractor who is familiar with, and regularly updated on, all the Contractor's activities at the site. The supervisor shall personally perform regular reviews of the Contractor's work at the site.
- C. The Contractor shall provide the Representative a personal mobile phone number whereby the supervisor can be reached at any time between 8am and 6pm during the typical work week, except when he/she may be in a meeting or otherwise indisposed.
- D. The Contractor shall provide the Representative with a phone number to contact the Contractor and/or supervisor 24 hours a day, 7 days a week.
- E. Regular communication between the Contractor and the Representative is encouraged. The Contractor is encouraged to ask questions, rather than make assumptions. As the landscape matures, some of the maintenance procedures may be eliminated and others may have to be added. For example, as the shrubs mature, they will require less fertilization.
- F. The Contractor shall instruct staff to accept work instructions **only** from Contractor's supervisor. The Contractor's staff is never to accept work instructions from residents, business owners or staff of the City other than the Representative. The Contractor shall be held liable for any unauthorized work.

1.13. Check Lists and Inspections

- A. The WEEKLY LANDSCAPE MAINTENANCE CHECKLIST is made a part of this specification as if repeated in full here. It is an example for Contractor to use to ensure maintenance standards are met. Reports shall be available to the Representative if requested.
- B. The QUARTERLY LANDSCAPE INSPECTION CARD is made a part of this specification as if repeated in full here. It is an example of a Quarterly Site Inspection Report required as specified in Section 1, 1.6.B.
- C. The Contractor's supervisor shall conduct quarterly progress briefings with the Representative. These meetings are to be held in conjunction with the quarterly job walks. The supervisor shall be prepared to discuss issues and concerns and respond to questions. The supervisor shall

provide documentation of irrigation inspections, IPM monitoring, soil and pest management treatments and other chemical applications if requested.

- E. The Contractor and/or the Contractor's supervisor shall meet quarterly with the Representative to conduct a job walk and site inspection to evaluate the work. A punch list shall be generated for items requiring attention. The Contractor shall be responsible for completing and reporting on correction of items on the punch list.
- F. At any time during work or any inspection that conditions are found, including but not limited to, pests, disease, and damages that are beyond the scope of the Contractor's responsibility, they shall immediately be brought to the attention of the Representative.
- G. The Representative may at any time make unannounced and unscheduled inspections to ensure that complete and continuous maintenance is fulfilled and verify reported work. In addition, the city may obtain the services of a specialist (arborist, urban forester, landscape architect, etc.) to inspect plantings and make recommendations for improvements in the maintenance program.

1.14. Hours, Schedules, and Meetings

A. Hours and schedules

- 1. The Contractor shall conduct all operations in accordance with the requirements of the City's Noise ordinance (Sec 26-20-Prohibited Conduct), unless otherwise approved by the Representative. The Contractor may not work on any Federal, State, or local holidays unless approved by the Representative.
- 2. The Contractor must perform all necessary work detailed in the Specification without unnecessarily interfering with normal operations.
- 3. Any non-emergency work that may be deemed hazardous or disruptive (i.e., chemical spraying, tree pruning, etc.) shall be scheduled at least one (1) week in advance with the Representative. For emergency work, the Contractor must obtain verbal approval from the Representative prior to commencing work and confirm in writing after completion of emergency work.
- 4. The City reserves the right to change schedules for special events or conflicts with adjacent property owners/tenants with one (1) week advance notice.
- 5. Within 10 days after the Notice to Proceed is issued, the Contractor and Representative shall review and agree to: (see Section 2.2):
 - Deficient or pre-existing conditions and proposal to repair these conditions, including costs.
 - Watering schedule including days, times, and length of cycle (i.e., watering frequency), and locations of clocks.
 - A schedule for performing the landscape services outlined in the Specification, including the days the Contractor will work at each complex and any monthly or annual operations required by the Specification.

B. Meetings

- 1. The Representative shall schedule and administer a kick-off meeting prior to start of the maintenance contract work. The Representative shall schedule and administer quarterly progress briefings and job walks (inspections). Representatives of the Contractor, subcontractors, and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- 2. Usual attendees:
 - City Representative
 - Contractor and/or supervisor
 - Contractor's subcontractors as appropriate
 - Others as appropriate
- 3. Kick-off meeting
 - a. Meeting shall include visits to each site where the Contractor is authorized to work.
 - b. Typical agenda:
 - Discussion of what is to be done and by whom
 - Work schedule of activities
 - Procedures for inspection and approval of work

- Procedure for approval of extra work and emergency work
- c. The Contractor shall submit to the Representative for review and acceptance the annual projected schedule(s) of activities for all sites in the Specification:
 - Intended mow days
 - Debris/trash inspection(s) and removal
 - Irrigation inspections
 - Fertilization schedules
 - All other seasonal and related work schedules
- d. The Representative shall provide a schedule of annual special events to the Contractor for use in scheduling work activities.

1.15. Billing

- A. Invoices for regular monthly payments as stated in the contract shall be submitted at the first of each month. Payment for work done without written approval by the Representative is at the City's discretion.
- B. No unacceptable or deficient work shall be billed to the City, nor paid for by the City.
 - 1. Any work deemed unacceptable will be documented and will be corrected by the Contractor at the Contractor's expense before being signed off by the Representative as acceptable for payment by the city.
 - 2. The Contractor shall be given additional time at the Representative's discretion to correct deficient work.

1.16. Additional Work and Emergency Work

- A. Additional work – New and unforeseen work shall be classified as additional work when determined by the Representative that such work is not covered by the Specification. Upon notification that additional work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the Representative. The City shall retain the right to reject such cost proposal and perform the additional work with City staff or other contractors. Should the proposal be acceptable to the City, the Contractor shall be advised in writing, and upon receipt of such written notification, shall begin the work within five (5) working days or as agreed to between the Contractor and the Representative.
 - 1. The Contractor shall do such additional work in accordance with the agreement for the additional work and within the provisions of the Specification and shall furnish all labor, materials and equipment. Payment for additional work performed shall be as agreed to by Contractor and the City and as bid.
 - 2. All requests for work that will require additional payment must be in writing. The Contractor may not start work until the request for additional work has been approved in writing by the Representative. Failure to obtain advance approval before starting the work may result in non-payment or delays in processing payment.
 - 3. No additional payments will be made for herbicide or fertilizer applications. The cost of all regular weed control and typical annual fertilization work shall be included in the contract price for landscape maintenance.
- B. Emergency work
 - 1. The Contractor shall provide office, and mobile phone numbers of the employee responsible for emergencies; said employee shall be fluent in English.
 - 2. City shall provide the Contractor with emergency numbers for the Representative and emergency personnel; said employees shall be fluent in English.
 - 3. The Contractor shall respond to the following categories as noted:
 - Emergency – respond within four (4) hours
 - Urgent – respond same calendar day
 - Regular – respond within two (2) calendar days

If the Contractor fails to respond within the appropriate time frame, City may charge Contractor for time and materials to perform the repair performed by others, including City staff.

4. Emergency repairs may be made without authorization when immediate repairs are necessary to protect the health, safety, or welfare of the public, or immediate repairs are needed to prevent additional property damage. In these situations, make immediate repairs as needed to protect the public or stabilize the situation and immediately notify the Representative. Additional payment for the work will be negotiated with the Contractor by the Representative.

1.17. Uniforms, Appearances, Advertisements and Solicitations

- A. Uniforms and appearances for employees working within city limits.
 1. The Contractor's staff are to wear clothing properly identifying them as contractors with the Contractor's name or logo clearly visible at all times when working at all locations. Shirts and pants are to be maintained in a neat and presentable condition.
 2. The Contractor's employees are to wear clothing, eye protection, ear protection and proper shoes or boots that meet Federal, State, local, or OSHA regulations pertaining to the type of work being performed.
 3. The Contractor's employees are to be dressed in a manner that would not be found offensive to the general public that Contractor's employees are working around. Torn, cut-off shirts or pants are never acceptable. At no time shall any employees work without their shirts on or any other typically prudent clothing.
 4. At no time shall any uniform give the impression to the general public that the Contractor's employee is a City of Norcross employee.
- B. Advertisements
At no time shall signage be placed in parks or landscaping promoting the Contractor's company.
- C. Solicitations
 1. At no time shall the Contractor's employees solicit work from the general public or commercial companies during regularly scheduled work for the City, unless a separate staff person or crew other than the ones assigned to the City work is used.
 2. At no time shall the Contractor's employees do work for others during regularly scheduled work for the City, unless a separate crew other than the ones assigned to the City work is used.

1.18. Supplies and Equipment

- A. Supplies and equipment
 1. The Contractor shall implement strategies in work operations to reduce fossil fuel consumption and emissions, such as:
 - Use hand-powered equipment when possible
 - Select smallest, most fuel-efficient equipment to accomplish the task
 - Consider alternate fuel vehicles that operate on natural gas, electric batteries, solar power, biodiesel, or some combination of these things
 - Maintain equipment properly and keep it well tuned
 - Emphasize employee carpooling to project sites
 2. Limit the use of large equipment around parked vehicles to avoid scratching vehicle paint.
 3. Blowers shall not be used where prohibited by law.
 4. The Contractor shall use local products and suppliers (produced within 150 miles from the project site) to the extent possible to minimize fuel consumption and emissions.
 5. Equipment refueling and repair
The Contractor shall refuel and repair equipment in a safe manner to protect against accidental spills. Limit refueling to specific areas on a site. Measures shall be taken to prevent, control, and clean-up spills. Clean-ups should be immediate, automatic, and routine and performed by a trained staff member or a licensed cleaning company. Contact the local emergency response team agencies to report all spills. Damage done by leaking of mower fluid shall be repaired at the Contractor's expense.
 6. Put away all tools and equipment at the end of each day. Leave no tools or equipment on site.
- B. Trucks, trailers, and other equipment
 1. All equipment used in the City of Norcross on a City approved project shall have the company name on the equipment.

2. All Contractor vehicles shall have a readable sign with the Contractor's name or logo and telephone number. Trucks shall be maintained in a clean, safe, and presentable condition.
3. Any equipment that has the company name and the City of Norcross on it shall have the company name in larger lettering above the City of Norcross.
4. At no time should a piece of equipment be marked as to give the impression to the general public that it belongs to the City of Norcross.
5. Any equipment used in the City of Norcross must meet any qualifying Federal, State or Local laws, codes or ordinances, such as tagged, registration, GDOT registration, working lights, permissible advertising, etc.
6. The Contractor may not store equipment in, or have access to, any City storage facilities unless authorized by the Representative.

1.19. Clean Up – Site Cleanliness

- A. General - Clean-up is important for public safety, area-wide appearance, and plant health. It includes the removal of leaves, clippings, and any other debris. Cleanup should be done routinely as the final part of every task and as the season dictates. Excessive materials and waste should be removed each time the Contractor is on site or at a minimum of once per week. When planting has been completed, the Contractor must clean the area of all debris, spoil piles, and containers. Where grass has been damaged or scarred during planting or maintenance operations, it shall be restored to its original condition.
- B. All litter shall be removed from sidewalks, gutters, and all planted areas each week. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally. Do not sweep or blow trash, leaves, clippings, or landscape debris into **planting beds, storm drains, onto adjacent property, or into the road**. Collect and/or bag all debris swept or blown from landscape areas and remove from the site and place at an approved compost facility.
- C. Maintain at least one clear paved pedestrian access route to each building at all times during such work.
- D. In addition to removing all litter from sidewalks, gutters, and planted areas, the Contractor shall remove and dispose of any **large** miscellaneous debris or trash in the parking lot. For the purpose of the Specification, "large" shall mean items the size of a small beverage cup or larger. The intent of this requirement is that the Contractor's workers should take sufficient pride in the appearance of the site that they would pick up any significant litter they come across at the site. Sweeping of the parking lots is not included in the landscape maintenance. All litter shall be removed from planting areas and sidewalks, regardless of the size of the litter.
- E. If a job is not completed before the end of the workday, enough time shall be allowed to make the job site neat and safe. Do not plan work that cannot be completed before the weekend. Clean up shall include all components within each site including parking lots, ground cover, turf, bushes, walkways, and driveways.
- F. Any settling, washouts or damage that are created by the Contractor's employees due to vehicles or equipment must be filled, graded, replanted, and repaired to original condition. Any damage done by others shall be reported to the Representative and repaired after an agreed amount and scope of work is issued on an approved work order.
- G. Tarps – The Contractor shall employ the use of large tarps or ground cloths as much as possible to limit disturbance to other areas of the landscape and reduce labor efforts. For example, when repairing an irrigation head adjacent to a sidewalk, the Contractor shall place a tarp on the sidewalk and excavate the soil as needed, piling the soil on the tarp, thus enabling the soil to be easily and quickly deposited back into the pit when the work is complete. In the fall tarps shall be used in lieu of bags to collect mass amounts of large leaf litter and transport it to the nearest deposit area or vehicle.

1.20. Warranty

The Contractor shall guarantee and completely replace at no additional cost to City 100% of the plants which fail to maintain a healthy, vigorous condition (excluding theft or vandalism) as a result of poor or improper maintenance procedures. Size of the replacement plant material shall be equal to or be as close as possible (using typically grown nursery stock not requiring a special

order) to that of the plant which is being replaced and/or the size of existing adjacent like specimens.

Section 2: LANDSCAPE STANDARDS AND MAINTENANCE REQUIREMENTS

2.1. Overview – Norcross Landscape Maintenance Principles and Objectives

- A. The Contractor shall maintain the specified landscape in an integrated approach, consistent with the principles set forth in the Norcross Landscape Maintenance Specification. The seven Maintenance Specification principles are:
 1. **Contextual landscape** – The Project landscape is part of a larger natural ecosystem of the Georgia Piedmont areas and Chattahoochee River basin. The materials and methods used to maintain the Project should support the health, diversity and sustainability of these ecosystems.
 2. **Reduce waste** – Reduce plant debris by fertilizing, irrigating and pruning judiciously. Additionally, employ grasscycling, mulching and composting of plant debris.
 3. **Nurture the Soil** – Create a healthy soil that supports a healthy landscape by protecting the soil from compaction and erosion, replenishing organic matter and mulching, using slow-release and organic fertilizers, grasscycling and minimizing use of chemicals that harm beneficial soil organisms.
 4. **Conserve water** – Use Georgia's water supply efficiently by reducing irrigation requirements, irrigating according to plant needs, maximizing irrigation system performance, increasing the water holding capacity of the soils, and replacing plants with higher water demands with native drought tolerant varieties.
 5. **Conserve resources** – Look for opportunities to conserve fuel and energy by choosing and maintaining materials and equipment for fuel conservation. Carpool to job site meetings and only bring truly necessary personnel. Using recycled content, salvaged, durable or local materials conserves resources and reduces the amount of energy consumed by the landscape.
 6. **Protect water and air quality** – Reduce runoff, reduce contaminants in runoff through an integrated pest management (IPM) program, and increase the soil's ability to remove pollutants from runoff through steps such as mulching bare soil. Reduce air pollution by reducing fossil fuel consumption, use modern and technological advancements in equipment that are designed to reduce harmful emissions and noise, recycle plant debris on-site and plant trees to remove CO2 and absorb air pollutants.
 7. **Protect and maintain natural habitats** – The Project may provide food, water, shelter for plants, animals and beneficial insects that contribute to the ecological diversity of the region. Methods to protect them include minimizing application of chemicals by implementing an integrated pest management (IPM) program, and conserving flowers, berries, fruits, seed heads, low branch cover, and natural vegetation in open space areas.
- B. Applicable standards and Best Management Practices (BMPs)
The Contractor shall adhere to applicable professional standards as defined by a professional organization including:
 - American National Standard for Tree Care Operations – ANSI A300, Parts 1 and 2
 - International Society of Arboriculture BMP for Tree and Shrub Fertilization and BMP for Tree Pruning
 - Irrigation Association BMPs
 - Gwinnett County Water Quality BMP's (Chapter 8)
 - Norcross Landscape Maintenance Specification
- C. Grounds maintenance standards
The Representative shall apply one of the following three designation types to each of the areas to be maintained under the contract.
 1. **TYPE A AREA:** These areas include highly visible focal points, gateways into the city, heavily used areas and places frequented by citizens on a daily basis. They include parks, City Hall, the Community Center, downtown streetscapes, front entrances to public buildings and gateway areas. The Contractor shall maintain these areas at the highest level of expectations. Mulch is to be kept off walks; mulch added or refreshed as needed; grass

neatly trimmed and free of weeds, edges well maintained and clearly demarked, weeds removed from beds weekly, annuals and perennials to be 'dead headed', debris removed from landscape areas, etc.

2. **TYPE B AREA**: These areas include entry points to lesser public buildings (other than City Hall and Community Center), parking lot islands, large areas of visible turf and similar areas that are not in main activity centers. The Contractor shall maintain these areas at a slightly lesser level than Type A. The removal of weeds, edging of beds, etc may be done bi-weekly or monthly rather than weekly. Mulch requires top dressing annually vs. bi-annually. Turf must still be cut as needed but may not require as much fertilization, etc. Annuals and perennials may be present but will not require dead heading, etc.
3. **TYPE C AREA**: These areas include lesser important areas, rears of buildings, landscaping that is generally not visible to the general public. Also includes naturalized wooded areas, etc. The Contractor shall maintain these areas by keeping the turf areas living but not necessarily weed free or vigorously growing, cut as needed, debris removed, clear and visible bed lines, etc. May only require mulching every two years or as specifically requested. No annuals will be placed in these areas.
4. **ALL AREAS**: In all areas regardless of Type, the Contractor shall maintain plants off and from under fence lines, curbing strips and property lines. In addition, Contractor must keep storm drains, irrigation valve boxes, sewer clean outs, electrical boxes, cable boxes, telephone boxes, etc., clear for easy identification and accessible to service at all times in both the turf and ground cover areas.

2.2. Site Analysis

- A. The Contractor shall characterize the Project's microclimate(s) and range in exposures as a precursor for developing the water management program.
- B. The Contractor shall identify plants species present in the Project landscape.
 - Determine key plant species
 - Determine plant water use classification for each plant species present as a precursor for developing the water management program
 - Identify plants in the Project landscape that are protected from removal or damage by the tree or buffer ordinance, and adhere to all protection requirements
- C. Soil tests
 1. The Contractor shall collect and submit soil samples to an accredited and approved testing laboratory when planning a renovation and/or when experiencing ongoing problems. At a minimum one soil sample shall be collected from turf and one from shrub/ground cover areas that are representative of site conditions. Sample collection procedures shall adhere to recommendations of the soil testing laboratory. Submit soil lab report and any proposed soil amendments and cost adjustments to the Representative for written approval. Analyses to be performed include:

pH, electrical conductivity, nitrate, ammonium, phosphorus, potassium, calcium, saturation percent, sodium, chloride, sodium adsorption ratio, boron, % sand-silt-clay, lime, % organic
 2. The Contractor shall determine infiltration rate and drainage characteristics within the Project. This information shall be considered when scheduling irrigation.
- D. Topography and potential for runoff

The Contractor shall assess topography within the Project and evaluate potential for runoff. This information shall be considered when scheduling irrigation and determining need for mulching, additional ground covering plants or erosion control measures.

2.3. Soil and Nutrition Management

- A. Goals

A healthy, biologically diverse soil is required to sustain a healthy landscape. A basic concept of Norcross Landscape Maintenance is to cultivate a functional, living soil foodweb which shall then provide nutrient elements as needed to sustain healthy and attractive plants while avoiding excessive growth that might attract pests and/or need to be removed through pruning, edging or

mowing. Landscape maintenance activities shall be implemented to nurture beneficial biological activity, provide organic material, and protect soil from damage. Riparian water quality and soil and aquatic habitat shall be protected by controlling soil erosion.

- B. Protect soil from compaction by:
 - Cultivating soil when it is moderately moist; wet and dry soils shall not be cultivated
 - Scheduling maintenance operations that require driving equipment over the soil (e.g., mowing turf) when the soil is dry
 - Confining heavy equipment to paved areas
 - When temporary access is needed over non-paved areas, distribute the load over the soil with 6" thick coarse organic mulch or reusable planks
- C. Protect the soil from erosion by:
 - Maintaining vegetative cover over the soil to the extent possible
 - Placing compost berms, blanket, socks, or tubes along slopes to slow water
 - Maintaining minimum of 2-3" mulch cover over bare soil
 - Using coarse mulch on slopes to avoid washing of mulch into storm drains
 - Create leaf repositories in planting beds as appropriate (TYPICALLY NOT IN PARKS)
- D. Soil and plant tissue analysis
 1. The Contractor shall submit soil samples for testing as described in Section 2.2.C. The types and quantities of fertilizer and/or soil amendments to be applied shall be determined from the results of the soil analysis and shall be based on an 'organic' approach to soil management.
 2. Where plant micronutrient deficiencies are suspected, plant tissue analyses are recommended to determine need for fertilizer application.
- E. Incorporate organic soil amendments

The Contractor shall incorporate composted organic amendments into soil prior to planting annuals or replanting damaged turf or ground cover (see Sections 2.9.B and C).

 - Planting beds for annuals and ground covers: incorporate 2-4" of compost into the top 6-12" of soil
 - Turf: incorporate compost into the top 5-7" of soil at the rate of 200 CY per acre (approximately 1.5" of compost per 6" of parent soil depth or 25%)
- F. Maintain organic mulch cover (see Section 3.9)
 - The Contractor shall maintain a minimum of 2-3" of coarse organic mulch at all times over soil surface that is not covered by vegetation.
 - Sheet mulching shall be employed where possible.
- G. Retain natural leaf litter and clippings
 1. To conserve nutrients on-site and protect the soil surface, the Contractor shall retain natural leaf drop under trees or in shrub beds. Select only tree and shrub beds that will not allow leaf litter or mulch to wash out into storm drains. Where leaf litter detracts from landscape appearance due to large leaf size or heavy use of the area (such as parks), it is preferable that leaves be chopped and returned to landscape beds. Remove diseased leaves that would provide inoculums for plant infection.
 2. The Contractor shall practice grass cycling (see Section 3.2.B.3).
- H. Fertilizers and other soil amendments
 1. Norcross Landscape Maintenance relies on organic fertilizers and soil amendments from natural sources that release elements slowly.
 2. The Contractor shall supply fertilizer and soil amendment labels including the guaranteed analysis, identifying components of the material and the percent nutrient content if requested. The Contractor shall apply the appropriate amount of fertilizer to supply the specified quantity of nutrient as determined by soil analysis and/or plant tissue analysis.
 3. The Contractor shall apply and manage fertilizers and amendments to prevent pollution of surface and ground water and to avoid creating a nitrogen draft in the soil or toxicity to plants.
 4. Application frequency

Fertilizers shall be applied on a prescription base only. Application frequency shall be determined by plant need and assessed through soil and/or tissue analyses. For proposal purposes, the following maximum annual number of applications is provided.

 - Trees, shrubs, woody ground covers Two times per year

- Herbaceous ground covers, perennials Two times per year
 - Annuals and turf Four times per year
5. Foliar applied fertilizer shall be water soluble and non-burning. Apply at manufacturer's maximum recommended concentration for plant type. Saturate the entire foliage of each plant with foliar spray until it runs off.
 6. Granular fertilizer shall be slow release formulations or similar, applied at maximum label rate for plant type at 90 day intervals. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off plant surfaces.

When applying granular fertilizers to drip-irrigated areas, the fertilizers shall be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants. It is recommended that granular fertilizers be applied to drip-irrigated areas only in early spring, just prior to a moderate rainfall.

7. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice of a qualified, licensed pest control advisor. Nothing in this specification shall be construed to be the advice of, or to substitute for the advice of, a pest control advisor.
8. The Contractor shall provide seven (7) calendar days notice of fertilizer, pesticide, and/or herbicide applications to the Representative.

2.4. Water Management and Irrigation

A. General

1. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the Contractor.
2. Irrigation shall be made by the use of the permanent irrigation systems. Primary watering will be done at night by automatic systems. Some hand watering may occasionally be necessary due to poor water coverage or malfunctioning sprinkler heads. The City is responsible for the cost of water.
3. Failure of the irrigations system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained, provides adequate coverage and operates properly.
4. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Representative in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.
5. Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetrations for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.
6. When breakdowns or malfunctions exist, the Contractor shall hand water, if necessary, to maintain all irrigated plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work, the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of the Specification. Do not wait for approval to begin hand watering if it is required to save the plantings.
7. Landscapes shall be irrigated to maintain plant appearance and health and managed to conserve water and avoid overspray and water damage to the City's hardscape and property.

B. Irrigation system assessment

1. Irrigation application rates and distribution uniformity are best assessed through an irrigation audit. The Contractor is encouraged to perform an irrigation audit bi-annually (refer to Landscape and Turf Irrigation Auditing at <http://pubs.caes.uga.edu/caespubs/pubs/PDF/B1253.pdf>, a UGA Cooperative Extension Office Publication).
 2. If a water audit is not performed, the Contractor shall inventory of the irrigation system at the start of the job. For each zone, determine the irrigation type and nozzle size, spacing and gallons per hour (from manufacturer's literature).
- C. Irrigation scheduling – water budget method
- The water budget approach to irrigation scheduling shall be used to match plant need with water application and avoid over-irrigation and overspray.
1. Irrigation intervals and frequency shall be suitable for weather conditions, soil infiltration rates, and plant species' rooting depth and water requirements within each irrigation zone. Calculation methods are described in *Irrigation Scheduling Methods*, available at <http://pubs.caes.uga.edu/caespubs/pubs/PDF/B974.pdf> or the UGA Cooperative Extension Office.
 2. Irrigation duration within each hydrozone shall be based on the soil infiltration rate, species water requirement and rooting depth within the hydrozone, and the application rate and distribution uniformity of the irrigation system within that zone. Enough water shall be applied at each irrigation cycle to wet through the depth of root zone. Where runoff occurs, the application time shall be divided into shorter time intervals and repeated as needed.
 3. Irrigation frequency for each hydrozone shall be adjusted a minimum of every four weeks to reflect Evapo-Transpiration (ET) expected in the next month.
 4. For sites with controllers that monitor ET and adjust schedules automatically, the Contractor shall program the controller according to manufacturer specifications, and monitor to ensure that frequency is appropriate.
 5. Whenever possible, landscape irrigation shall be scheduled between 4:00 a.m. and 10:00 a.m. to avoid irrigating during times of high wind or high temperature and to limit the growth of mold or fungus on leaves.
 6. No watering Friday or Saturday nights unless prior approval is given in writing by the Representative.
- D. Irrigation monitoring
1. Contractor shall monitor soil moisture within plant root zones using a soil probe or shovel and adjust irrigation schedules accordingly.
 2. When possible a soil moisture sensor connected to the irrigation controller shall be used. However when a sensor is not signaling the irrigation controller or functioning as intended, the Contractor shall employ the manual use of a soil probe.
 3. The Contractor shall observe the irrigation system in operation to identify and correct water runoff or standing water problems.
 4. The Contractor shall determine irrigation run time demand monthly by recording water meter reading before and after irrigation (if site has a separate irrigation meter). This data should be reconciled with run times and flow rates to determine if there is unusual consumption which may indicate stuck valves or leaks.
 5. The Contractor shall maintain a site log. The log should contain the following information: weekly water consumption data, soil moisture data, weekly ET Data, rainfall data, plant health and vigor and reports on breakage of damaged to parts and equipment.
 6. Irrigation is to be carefully coordinated with all other maintenance activities including mowing, aeration and fertilization. For example irrigation should not be set to turn on the night before a typically scheduled mowing, but instead should follow it. The same can be said for fertilization.
- E. Irrigation system maintenance and repair
1. The Contractor shall check the entire irrigation system including each zone for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, over spray, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which

die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.

2. The Contractor shall replace or repair, at the Contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The Contractor shall make notification of needed repairs within two weeks of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Contractor shall make repairs. The following items are considered to be minor repairs:
 - Damaged or clogged sprinkler nozzles
 - Adjustment of sprinkler patterns or arcs
 - Adjustment of sprinkler position, i.e. raise, lower, or straighten sprinkler head
 - Replacement of clogged, broken, or missing barbed-style drip emitters
 - Replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter

These minor repair items shall be corrected by the Contractor at the Contractor's expense.
3. The Contractor shall inspect the irrigation system in operation to ensure proper function according to the following schedule:
 - April – October Weekly
 - November – March Monthly (when system operating)
4. All malfunctioning equipment shall be repaired prior to the next scheduled irrigation.
5. For safety, in turf or typical pedestrian access areas never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level.
6. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched, and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.
7. The Contractor must be able to repair and maintain all irrigation equipment including but not limited to valves, controllers, pipelines, low voltage electrical lines, etc., in a timely manner. Repair costs for repairs not deemed minor shall be approved by the Representative. All repairs over \$250.00 require a signed approval before physical work can begin. The Representative must be contacted immediately for actions resulting from an emergency that could result in severe damage.
8. All irrigation replacement parts shall be of the same manufacturer, material, type, and application rates as existing, unless an upgrade is advantageous and will not cost more.
 - a. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the Representative.
 - b. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Representative.
9. Schedule 40 PVC or Class 315 pipe shall be used for making repairs based on manufacturer recommendations on size of pipe and amount of pressure / flow in the pipe.
10. Proper solvent weld with primer or compression fitting with proper clamps shall be used to hold pipe together.
11. Main line fittings shall be schedule 80 for all threaded fittings and schedule 40 or schedule 80 as needed for glued fittings per manufacturer's recommendation or instructed by the Representative.

12. Lateral lines shall be either schedule 40 or 80 fittings per manufacturer's recommendation or as instructed by the Representative.
13. Valves shall be repaired or replaced within one week after work is approved by the Representative.
14. Irrigation heads, bubblers or drip lines shall be repaired within one week after work is approved by the Representative.
15. All open holes not manned physically shall be secured as to prevent accidental injury by passersby. Holes shall be covered with plywood and "coned off" with a-frames, warning cones and/or caution tape as needed. No holes are to be left open and exposed without staff being present at the site.
16. No holes are to be left open longer than 1 week unless prior written approval is given by the Representative.
17. Do not over tighten threaded fittings. Hand tighten fittings together until firm and tight then tighten no more than 1/2 more turns with appropriate hand tools so as not to leak.
18. Irrigation system pressure shall be checked and adjusted at least monthly during season of operation
19. Twice a year, at a minimum, the Contractor shall:
 - Ensure all flush valve/cap locations are visible
 - Ensure valve boxes are visible and can be opened
 - Inspect valves, filters and pressure regulators for damage or leaks; check wire splices
 - Clean valve boxes of dirt and debris
 - Flush filters: a hose can be attached to the flush cap to keep water out of the valve box
 - Inspect and clean filters; replace damaged or torn filters
 - Flush laterals
 - Ensure plants have adequate numbers of drip emitters for their size
 - Test backflow preventers
20. Where possible and appropriate, recommend to the Representative where sprinklers could be converted to drip or bubblers
21. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of the contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
22. The Contractor shall maintain documentation of irrigation checks and provide to Representative if requested.
23. Spring start-up

System will receive a spring start-up to determine any problems and in an effort to make system operational. Any repairs needed will be brought to the attention of the Representative and performed upon approval.

 - a. Replace battery in wireless rain sensor (locations vary by property).
 - b. For potable water systems, skip to 'd' below.
 - c. **For wells, located at Thrasher Park and Lillian Webb Park, startup is performed by a separate contractor.**
 - d. Open main valve slowly (1/4 turn per minute) until fully opened. Fill main line gradually to reduce the possibility of water hammer. Expel all air from manual valve (hose bib) and test all components.
 - e. Test water pressure in mainline at a minimum of three (3) different locations via hose bib or quick coupling valves. Determine if leaks exist, repair if needed.
 - f. Test pressure compensation valves for correct release into lateral lines, as indicated in the contract documents.
 - g. Re-adjust pressure regulators and flow regulators where applicable, to volumes indicated in the contract documents. Test output to confirm proper operation.
 - h. Balance and adjust the various components of the irrigation system so that the overall operation of the system is most efficient. This includes synchronization of the controllers, adjustments to pressure regulators, part circle sprinkler heads, and individual station

adjustments on the controllers. The Contractor has the right to call in the designer or the Representative to aid in the balancing and adjustment of the system.

- i. Turn on irrigation clock and open one zone at a time. Check each zone.
- j. Perform system check, re-adjust, repair, and replace components as necessary. Walk the entire system looking for leaks. Adjust each head as needed.
- k. For heads that are not functioning correctly, clean crud and particles out of spray heads, screens, etc. Adjust heights, spray angles, etc.
- l. Notify the Representative in writing within five (5) working days of start-up completion, that the irrigation system is fully operable within design specifications and able to resume watering operations.

24. Winterization

A winterization will be performed to ensure system will not operate in cold weather and to help alleviate damage to system by freezing. The winterization includes shutting off water main, turning off clocks and/or power if applicable, opening all valves and down draining the system.

- a. Blow the system clear of water using compressed air (80 PSI maximum) admitted into the piping at a quick coupling valve or hose bib located at the highest elevation on the system piping.
- b. Activate individual zones, higher elevation zones first, then proceed toward lower elevation. Proceed through all zones twice.
- c. Open hose bib at lowest elevation on main line after zones have been cleared. Allow all water in main line to be expelled before closing ball valve and removing air compressor.
- d. The air compressor used to winterize the system must have an engine separate from the compressor tank to prevent high temperature from being injected directly into the PVC piping and have a displacement large enough to volumetrically equal operating condition of the irrigation system to ensure complete evacuation of the piping system.
- e. **For wells, located at Thrasher Park and Lillian Webb Park, winterization is performed by a separate contractor.**
- f. Notify the owner's representative in writing within five (5) days of completed winterization.

F. Drought conditions

1. As a general guideline if irrigation is restricted at any time by the State, County or other local jurisdiction, the Contractor is responsible for resetting and/or adjusting all irrigation clocks to an appropriate time setting to meet any change in requirements.
2. If watering with automatic irrigation is banned or restricted in such a manner as to possibly result in permanent damage to existing plantings and watering "by hand" is still permissible, the Contractor shall meet with the Representative to discuss and determine the best course of action and if needed will provide a competitive proposal for hand/pump truck watering the most drought susceptible plantings as needed.

2.5. Integrated Pest Management (IPM)

A. Goals

1. **An integrated pest management program shall be implemented to:**
 - **Maintain healthy, attractive plants, maximize resistance to pests and out-compete weeds**
 - **Monitor for presence of pests and to evaluate pest impact on plant health and appearance and nuisance to the public**
 - **Provide control treatments that have minimal negative effects on all but the pest and that protect air and water quality**
2. **Contractor shall assume pesticides are potentially hazardous to human and environmental health. Preference shall be given to reasonably available non-pesticide alternatives when considering the use of pesticides on City property.**

B. Insects and diseases

1. Target plants and pests

The Contractor shall identify the problematic plant species and cultivars in the landscape (target plants) and the pests that commonly cause significant harm to these plants (target pests).

2. Monitoring

The Contractor shall monitor landscape areas to identify presence of beneficial insects and pests, determine populations, life stage, and degree of damage to plants. Target plants and pests will be monitored closely during normal periods of pest activity. This information will be the basis on which pest control methods are initiated. Records of monitoring activity shall be kept.

3. Controls

Norcross Landscape Maintenance seeks to control pests without harming non-target organisms, or negatively affecting air and water quality and public health. It relies on IPM which uses a range of cultural, mechanical, physical, and biological control methods **before using pesticides**. Chemical controls are applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control is applied. **Pesticides are not to be applied on a prescheduled basis.**

a. Cultural/mechanical/physical methods

A number of maintenance practices or modifications of them can make the environment unfavorable for pest reproduction, movement, or survival. Often simply modifying an existing maintenance practice, such as timing of pruning or fertilization, can produce positive results. Other mechanical or physical practices may specifically combat plant pests or increase host resistance. Key treatments include:

- Fostering a healthy soil, judicious fertilization only when needed, and managing irrigation appropriately
- Pruning to remove infected or infested branches and shoots; time pruning to avoid periods of insect infestation, for example prune pines in the winter (December-February) when bark beetles and borers are inactive
- Removing fallen twigs, leaves, and fruit that contains disease inoculums
- Mulching soil surface to reduce weeds and to reduce splashing and the drops of mud that would protect spores deposited on plant surfaces
- Trapping insects using sticky surfaces (also used for monitoring); using mechanical traps to control rodents
- Bringing to attention of Representative 'target plants' that are disease or insect prone and suggesting resistant plant replacements or those better suited to the site and microclimate

b. Biological methods

Biological controls are pesticides of natural origin that have limited or no adverse effects on the environment or beneficial organisms. Determining the effective biological control and proper timing of application are critical to success in pest control. The Contractor shall consider the following biological control methods when cultural/mechanical/physical methods are not adequate to lower pest populations to the target level.

- *Bacillus thuringiensis* (bt)
- Parasitic nematodes
- Pheromone traps
- Beneficial insect release and conservation

c. Pesticides

The term pesticide applies to insecticides, fungicides, and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.

- 1) Pesticides shall not be applied within one hour of the start of operating hours for businesses at the site. In the event that it is not possible to complete the application by one hour prior to business hours (ie; 24 hour operations), applications shall be made at times when customer presence is minimal. Areas to be treated shall be blocked off and warning signs posted.
- 2) The Contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is

safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

3) Least toxic pesticides

When cultural, mechanical, physical and biological controls have provided inadequate pest control, the Contractor may select and apply an appropriate least-toxic pesticide as a last resort. **Least-toxic pesticides have a high LD-50, low residual and narrow range of toxicity.** Application must be timed to the appropriate life stage of the pest. Examples are:

- Insecticidal soaps
- Horticultural oils
- Herbicidal soaps
- Neem
- Pyriproxyfen insect growth regulator (e.g. Distance IGR)

4) **Restricted chemicals**

Organophosphate-containing pesticides have been found to persist in the environment and cause water quality impairment of some creeks, streams, and rivers. They are restricted from use. Examples include:

- diazinon (trade names Spectracide®, Knox-out®)
- chlorpyrifos (trade names Dursban®, Pageant®)
- malathion and carbaryl (trade name Sevin®)

5) Water quality agencies recommend against using pyrethroids and pyrethrins containing piperonyl butoxide (PBO). These chemicals are restricted from use. Pyrethrins are toxic to birds, fish, and beneficial insects, should be used only as a last resort, and carefully applied to avoid runoff and contact with non-target plants

6) **Contractor shall not apply any Toxicity Category I or II Pesticide Product, any pesticide containing a chemical identified by the State of Georgia as a chemical known to the State to cause cancer or reproductive toxicity and any pesticide classified as a human carcinogen, probable human carcinogen or possible human carcinogen by the United States Environmental Protection Agency, Office of Prevention, Pesticides and Toxic Substances.**

7) All chemical applications shall be performed by a licensed, trained technician. The Contractor (or subcontractor) must be a licensed Pest Control Operator as required by the State of Georgia, and strictly adhere to all laws.

4. Notice of pesticide use

a. Signs shall be posted at time of application of the pesticide product.

- 1) Signs shall be posted (i) at every entry point where the pesticide is applied if the pesticide is applied in an enclosed area, and (ii) in highly visible locations around the perimeter of the area where the pesticide is applied if the pesticide is applied in an open area.
- 2) Signs shall be of a standardized design that is easily recognizable to the public and workers.
- 3) Signs shall contain the name and active ingredient of the pesticide product, the target pest, the date of pesticide use, the signal word indicating the toxicity category of the pesticide product, the date for re-entry to the area treated, and the name and contact number for the City department responsible for the application.

b. The Contractor shall not be required to post signs in right-of-way locations that the general public does not use for recreational purposes. However, the Contractor shall notify the Representative in writing (7) seven days prior to pesticide applications in the right-of-way areas.

c. The Contractor may obtain authorization from the Representative to apply a pesticide without providing a (7) seven-day advance notification in the event of a public health emergency or to comply with worker safety requirements.

5. Recordkeeping and reporting

- a. The Contractor shall maintain records of all pest management activities. Each record shall include the following information:
 - Target pest
 - Type and quantity of pesticide used
 - Site of the pesticide application
 - Date the pesticide was used
 - Name of the pesticide applicator
 - Application equipment used
 - Prevention and other non-chemical methods of control used
 - b. The Contractor shall submit the pest management record to the Representative if requested.
- C. Weed management
1. Landscapes shall be maintained in a healthy and attractive manner using Norcross Landscape Maintenance methods. Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site.
 2. Identify key weeds.
The Contractor shall identify target weeds (pests) present and plan a weed management program to target those species.
 3. Invasive and poisonous plants.
Invasive and poisonous plant species may have been included in the plantings inadvertently. Seedlings and/or suckers from those plants shall be removed by the Contractor. Refer to <http://www.gainvasives.org/> for a list of invasive species. Remove all invasive and poisonous plants not planted intentionally. When invasive and poisonous plants are an intended part of the landscape the Contractor shall notify the Representative and propose a replacement option.
 4. Controls
 - a. Cultural/mechanical/physical methods shall be used as the first choice in weed management.
 - 1) Monitor planting areas frequently to identify and eradicate weeds early in the growth stage prior to their setting seed.
 - 2) Cut or pull weeds using hand operated equipment where possible.
 - 3) Mow large areas to reduce weed growth, and eliminate species that are not tolerant of mowing. Mowing is especially effective when done prior to seed set. Mowing also reduces fire hazard in open space.
 - 4) Mulches shall be maintained at all times over soil surface that is not covered by vegetation.
 - 5) Propane-fueled flamers may be used in winter and spring with required permits and approval by the Fire Marshall to kill early-season, non-grass weeds by heating the cells until they burst. The weed quickly wilts and dies.
 - b. Least toxic herbicides may be employed by the Contractor as a last resort. Examples are:
 - Fatty acid potassium salts (herbicidal soaps), e.g. Safer's Superfast Weed and Grass Killer® and Dr. Bronner's Peppermint Anti-Bacterial Soap
 - Acetic and citric acids, e.g. Nature's Glory Weed and Grass Killer RTU®
 - Clove, citrus, mint and thyme oil, e.g. Matran II®, Xpress®
 - Corn gluten
 - Low-toxic, low-residual herbicide, e.g. glyphosate (Round-up®), glufosinate-ammonium (Finale®), or pelargonic acid (Scythe®)
 - c. Restricted herbicides that may not be used because they have been identified as ground water contaminants are:
 - Atrazine (Aatrex)
 - Simazine (Princep)
 - Bromacil (Hyvar, Krovar)

- Prometon (Basagran)
 - Bentazon (Basagran)
 - Norflurazon (Soliacam, Predict, Zorial)
 - d. Restricted herbicides that may not be used because they have been identified as a compost contaminant are.
 - Picloram
 - Clopyralid
 - e. Pre-emergent herbicides – **In no case will soil pre-emergent or other types of weed killers be permitted without prior approval of the Representative.**
- D. Vertebrate pests
1. Identify key pests that significantly affect plant health and appearance. Accurate identification is critical to appropriate control. Common vertebrate pests are:
 - Rodents including rats, mice, voles, moles, gophers, rabbits
 2. Controls
 - a. Mechanical/physical/cultural methods shall be implemented as a first course of action. Preferred treatments include:
 - Exclusion – Protect plants from damage by grazing animals with fences or cages
 - Habitat modification – Reduce cover at the periphery of the project as needed to solve problem
 - Application of repellents that are suitable for use in public areas
 - Traps may be used where mechanical/physical/cultural methods have been insufficient to control moles, voles, gophers, rats and mice
 - Encouragement of predators e.g. installing owl boxes
 - b. Least toxic rodenticides.
- 2.6. Plant Growth Control**
- A. Goals
The goals of plant growth control are to maintain healthy, attractive plants within the planting space allotted with minimal removal and disposal of vegetative growth.
- B. Pruning
1. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between groups or species of trees/shrubs to minimize the possibility of spreading disease. When pruning trees/shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by spraying them with hydrogen peroxide. After spraying, wait 20 seconds before using again.
 2. Selective pruning
 - a. Plants shall be pruned selectively to remove individual stems or branches that extend beyond the natural conformation of the plant to a lateral branch or at the point of attachment.
 - b. Woody groundcovers shall be selectively pruned to control growth towards pavements rather than edged.
 3. Wound dressing or paint shall NOT be used on pruning cuts or injuries.
 4. Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations.
 5. Shaping of plants
Plants shall not be shaped except when hedges were intended. It was never the designers' intent nor is it beneficial for any plant to be regularly sheared to rectilinear or ball shape.
- C. Irrigation and fertilization programs shall be designed to avoid excessive plant growth that would require additional pruning or mowing to manage.

2.7. Waste Management

A. Goals

Norcross landscapes are maintained to minimize producing waste and to use as much of the plant debris generated on-site as is possible and to recycle plant debris and discarded materials to the maximum extent feasible at appropriate recycling centers to avoid adding it to landfill.

B. Retain natural leaf litter

To conserve nutrients on-site and protect the soil surface, the Contractor shall retain natural leaf drop and other organic materials in shrub beds. Select sites where leaves will not enter the storm drain. Where leaf litter detracts from landscape appearance due to large leaf size, it is preferable that leaves be chopped and returned to landscape beds. Remove diseased leaves that would provide inoculums for plant infection.

C. Grasscycle

The Contractor shall leave grass clippings on the lawns after mowing, from at least April through October. Sports turf may be excluded 'in season' when clippings will interfere with play.

D. Debris removal and clean-up

The Contractor shall keep all landscaped areas, walkways, building entries and exits free from trash and debris. Debris clean up with brooms and rakes is preferred to blowers.

E. Producing mulch from site-generated, untreated and unpainted wood and plant debris.

The Contractor is encouraged to chip all vegetative materials and wood and use on site as mulch (see Sections 2.9. and 3.9).

F. Producing compost from site-generated plant debris

Where appropriate space is available, the Contractor is encouraged to compost site-generated green waste and reuse on site.

G. Recycle waste

The Contractor shall separate all plant debris that cannot be reused on site and other discarded materials that are readily recyclable. If lawn clippings, shrub and tree trimmings, or prunings must be removed from the site, they must be kept free of other types of debris and transported to a green waste recycling facility (see Section 2.9).

2.8. Landscape Repair and Refurbishment

A. When landscapes are repaired and/or refurbished, the Contractor shall employ Norcross Landscape Maintenance principles to enhance the sustainability of the landscape, reduce waste and protect watersheds.

B. Replace high input plants with species better suited to location and use. Species should be selected that are:

- Appropriate size at maturity for planting site
- Native to region and/or drought tolerant
- Resistant to significant pests
- Non-invasive
- Increase diversity and seasonal interest of the plant palette

C. Reduce amount of area occupied by high water use plantings where possible (e.g. replace turf with drought-tolerant ground cover). Suggest alternative plantings to Representative for decorative turf, especially turf areas less than 8 feet wide.

D. Reuse materials removed from the landscape that are in good condition.

E. When buying new materials, select local and recycled content materials where possible.

F. When irrigation systems are replaced or upgraded, install high efficiency systems.

2.9. Composting

A. The Contractor shall transport all suitable plant debris that it cannot use in its own composting operations to a green waste recycling facility

B. Compost shall be a well decomposed, stable, weed free organic matter source. The product shall be certified through the US Composting Council's (USCC) Seal of Testing Assurance Program (STA) Program (a compost testing and information disclosure program). It shall be derived from agricultural and/or food waste and/or yard trimmings. The product shall contain no substances toxic to plants, will possess no objectionable odors and shall not resemble the feedstock (the original materials from which it was derived).

C. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, heat (120F) upon delivery or rewetting will not be accepted.

Section 3: LANDSCAPE SPECIFICATIONS FOR PLANT TYPES AND LANDSCAPE ZONES**3.1. Protect Environmental Resources**

For all plant types, the Contractor shall use materials and methods that protect environmental quality and human health, conserve water and energy, minimize waste, and reuse and recycle materials to the extent possible.

3.2. Turf**A. Standards for health and appearance**

Turf shall be maintained to sustain a healthy vigorous condition with deep roots, uniform green color, uniform density, no bare or brown spots, and free of disease and significant pests, except as noted below.

B. Mowing and edging

1. Turf shall be mowed and edged at regular intervals to maintain a neat appearance and healthy growth. All turf areas shall be mowed weekly during growing seasons.
2. The Contractor, prior to mowing, shall remove and properly dispose of paper, rubbish, and debris.
3. Grasscycling shall be employed if appropriate for all turf areas, except sports fields. Grasscycling requires an integrated management system of irrigation, mowing height, and mowing frequency. Key components are:
 - a. Mow often, at least once a week during the growing season.
 - b. Mow when the turf is dry. Turf areas shall not be mowed when soil is so wet as to promote compaction and destruction of soil structure.
 - c. Maintain equipment to keep blades sharp and balanced; usually sharpen once a week. Keep area under the mower deck clean. Mulching mowers are more effective, but not required for grasscycling.
 - d. Leave clippings on the turf. A second pass over clumps or windrows may be necessary if clippings are long. Clippings may not be left on turf in clumps or windrows.
 - e. Seasonal rains may require temporarily halting of grasscycling because of excessive moisture. The clippings shall be picked up and used as mulch or transported to a green waste recycling facility. Do not use grass clippings as mulch if an herbicide has been applied to the turf.
4. Turf shall be mowed at a height appropriate for the species of turf. Lawn height shall not exceed 5 inches (13 cm) at any time (heights are measured from a hard surface to the bottom of the blade):

• Tall fescue	2" – 3"
• Bluegrass, ryegrass, red fescue	1.5" – 2.5"
• Centipede or Augustine	2" – 3"
• Bermuda	1.0" – 1.5"
• Zoysia	1.5" – 2"
5. Turf shall be cut with appropriately sized equipment which shall give a neat appearance without rutting, sliding over or scalping the turf. Bruising or rough cutting of grass shall not be permitted. Mowers shall be adjusted and operated so that grass is cut at uniform height. Scalping of mound areas shall not be permitted.
6. Mowing patterns shall be changed weekly to avoid rutting. Areas shall be mowed at a minimum of 45 degrees and a maximum of 90 degrees to previous mowing so that turf blades do not grow in one direction, creating an uneven stand.
7. Turf areas adjacent to pavements shall be edged on a vertical plane with every mowing.
8. All edges must be trimmed after every cutting. This trimming shall be accomplished using string trimmer, hand shears or mechanical edger. Trimming must include cutting all grass along walls, fences, foundations, shrubs, curbs, sidewalks, pathways, header boards, planters, tree trunks, poles, wires, or any other object within or immediately adjacent to the lawn area. Be sure to trim around valve boxes in the turf on a regular basis to maintain a neat appearance.
9. Turf shall be maintained away from the base of features in the turf at the following distances:

- a. Trees 24"
 - b. Signs and similar features 4"
 - c. Buildings and other structures 4"

Care must be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be reported to the Representative and the Contractor shall make repairs immediately.
- 10. Tree islands shall be circular in shape and kept free from tree suckers and annual and perennial weeds.
- 11. Clippings shall be removed from paved surfaces within three hours of the mowing and edging in that same area.
- 12. Bagged grass clippings shall be composted at a green waste recycling facility.
- 13. The Contractor shall take care to avoid damaging plants, equipment, signs, buildings, vehicles, etc. during turf maintenance operations. Any trees which have more than 30% of the circumference of the trunk tissue removed or damaged by string trimmers or mowers shall be considered destroyed and shall be replaced at the Contractor's expense with like species and size.
- C. Leaf litter
 - 1. Mulch leaf litter with mowers as needed throughout the fall and winter months. Large concentrations of leaves may require pickup and redistribution. Rakes are preferred for leaf litter removal over blowers.
 - 2. Leaf litter shall not be allowed to accumulate to the point that it will damage or kill turf.
 - 3. Leaf litter that is removed from turf shall be either chopped and used on-site or transported to a green waste recycling facility.
 - 4. Tarps are encouraged to be used in lieu of bagging or blowing masses of leaves. Tarps may be placed temporarily on the surface of the ground and leaves raked and piled onto the tarp. The tarp can then be easily dragged to a suitable location and dumped.
- D. Aerating and de-thatching
 - 1. Aerate turf in traffic areas once a year. Aerate turf in low use areas every two years. Use equipment with hollow tines that removes a soil core. Top dress with 1/4 inch fine compost; over-seed to fill in thin spots and to crowd out weeds.
 - 2. De-thatch turf when thatch accumulates to a 1/2 inch thickness by cutting with a vertical mower. Thatch shall be raked and either composted for use elsewhere, or transported to a green waste recycling facility.
 - 3. Any excessive damage to turf from aerating shall be repaired immediately after discovery.
 - 4. Aeration and de-thatching activities shall be scheduled to coincide with the active growth period of the turf species, avoid hot weather conditions and avoid peak time of crabgrass and other weed seed germination.
- E. Water management (see Section 2.4)
 - 1. Turf shall be irrigated to provide adequate water to maintain an attractive, green, healthy turf, and moderate growth rate during its growing season, without stimulating excessive growth rates.
 - 2. The water budget approach to irrigation scheduling shall be used to match turf need with water application and avoid over-irrigation.
 - 3. Irrigation frequency under normal conditions should not exceed three times per week.
- F. Soil and nutrition management (see Section 2.3)
 - 1. Fertilizer applications shall be made during the growing season only on a prescription basis, when soil and/or plant tissue analyses identify specific deficiencies. For proposal purposes plan to apply approximately 4 lbs./1000sf of actual nitrogen to all turf grasses per year in a total of four (4) applications. Include the available nitrogen from grass-cycling and applying compost as a top dressing in the calculations of actual nitrogen.
 - 2. Fertilization shall be managed to provide moderate, not excessive, turf growth, and to avoid polluting surface and ground waters. Grasscycling reduces the fertilization requirement of turf grass by 15 – 20%.
 - 3. To ensure that a fertilizer with the right Nitrogen / Phosphorus / Potassium percentages is used, the Contractor shall perform tests at a minimum of three sites.

4. When organic fertilizers are not sufficient, it has been found that an application of a slow-release fertilizer in late September and early April are the best for these properties. Application shall be in accordance with manufacturer's direction.
 5. Only apply ammonium sulfate or nitrate as required to keep the lawns healthy and green if soil or tissue tests show a deficiency. Apply fertilizer evenly to ensure even lawn color.
 6. Provide minor over-seeding to maintain good turf as needed.
 7. The Contractor shall incorporate composted organic amendments into soil prior to replanting damaged turf.
- G. Pest management (see Section 2.5)
1. The Contractor shall employ integrated pest management procedures.
 2. The Contractor is responsible for monitoring turf to identify and assess pest problems, and for taking action to control pests that affect turf health and appearance when pest populations or damage exceed established thresholds.
 3. The Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affecting air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control shall be applied. **Pesticides may not be applied on a prescheduled basis.**
 4. The Contractor shall not apply restricted chemicals that may harm water resources.
- H. Weeds (see Section 2.5.C)
1. Use regular frequent mowing to limit weeds that do not survive under these conditions.
 2. Be sure to bag grass when weather or seasonal conditions have led to a situation where weeds have grown long enough to produce seed heads that could be detrimental if allowed to fall back into the turf after mowing.
 3. Apply selective least toxic herbicides in turf areas only when absolutely necessary.
 4. Manage weeds that are resistant to the "weed-and-feed" applications with an application of a weed killer such as Round Up. This product may be used on individual plants and in isolated areas in moderation. The lawn must not be significantly adversely affected, e.g., left with lots of dead patches in viable grass.
- I. Replacement
1. Any lawn found to be dead or severely yellowed shall be replaced with turf grass of identical species at the Contractor's expense, unless the loss was due to excluded damage.
 2. If the loss resulted from excluded damage, replacement shall be paid for as additional work. The Contractor shall submit a quote for replacement to the Representative within two weeks of the loss, as outlined in the General Requirements section of this Specification.
 3. Replacement sod shall be similar in all respects to the existing grass. Except for fescue species, do not seed dead lawn areas; use sod only for replacement, unless directed in writing by the Representative.
- 3.3. Ground Cover**
- A. Standards for health and appearance
- Ground covers shall be maintained to sustain an attractive, healthy, normal color for the species, and uniform density with little or no bare spots. Ground covers shall be kept free of trash and debris.
- B. Trimming, edging and mowing
1. Ground covers shall be trimmed on a monthly basis to maintain pavements, bed lines and other features clear of vegetation. Keep groundcover trimmed back from sidewalks, curbs, meter and utility boxes, transformers, and paved areas. Do not create vertical edges when pruning groundcover. Cut the edges at an angle for a more natural appearance and healthier plants.
 2. The edge of woody ground covers (e.g. juniper, rosemary and cotoneaster) shall be maintained by pruning individual branches or stems to interior lateral branches a minimum of 6" and maximum of 12" from the edge of pavement. Do not shear these types of plants.

3. The edge of herbaceous ground covers (e.g. liriope, heder helix) may be maintained using turf edging equipment.
4. When ground covers become excessively woody or develop thatch in excess of 4", the Contractor shall prune the planting severely to rejuvenate it. For most woody ground covers, prune to approximately 6 – 8" height. Herbaceous ground covers may be mowed at an appropriate height, generally 4 – 6". This treatment shall only be applied in the late winter/early spring when evapo-transpiration is low and re-growth will occur quickly.
5. Handling plant debris
The Contractor is encouraged to chip all vegetative materials for use on site as mulch and/or compost and use as soil amendment. If ground cover prunings must be removed from site, they shall be kept free of other types of inorganic debris and transported to a green waste recycling facility.
6. Ground cover shall be kept off walls, fences, buildings, etc., except where specifically intended. Trim ground cover at least 12" from buildings.
- C. Mulching (see Section 3.9)
- D. Water management (see Section 2.4)
 1. Ground cover shall be irrigated to provide adequate water to maintain attractive, green, healthy plants, and moderate growth rate during its growing season.
 2. The water budget approach to irrigation scheduling shall be used to match plant need with water application and avoid over-irrigation.
 3. Maximum irrigation frequency under normal conditions should not exceed three times per week.
- E. Soil and nutrition management (see Section 2.3)
 1. The Contractor shall incorporate composted organic amendments into soil prior to planting ground cover.
 2. Fertilizer applications shall be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. For proposal purposes plan to apply 1 – 2 lbs. of actual nitrogen to ground cover areas in two applications annually.
 3. Fertilization shall be accomplished by mechanically spreading material uniformly over area and immediately watering in to remove any material on foliage that may cause chemical burn.
- F. Pest management (see Section 2.5)
 1. The Contractor shall employ integrated pest management procedures.
 2. The Contractor is responsible for monitoring ground cover to identify and assess pest problems, and taking action to control pests that affect ground cover health and appearance when pest populations or damage exceed established thresholds.
 3. The Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affecting air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control shall be applied. **Pesticides may not be applied on a prescheduled basis.**
 4. The Contractor shall not apply restricted chemicals that may harm water resources.
- G. Weeds (see Section 2.5.C)
Weeds shall be controlled in ground cover areas as noted under the weed-control section. In general, weeds shall be removed by hand on a monthly basis.
- H. Replacement
 1. Any ground cover found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage.
 2. If the loss resulted from excluded damage, replacement will be paid for as additional work. The Contractor shall submit a quote for replacement to the Representative within two weeks of the loss as outlined in the General Requirements section of this Specification.
 3. Replacement groundcover shall be planted at a spacing appropriate to encourage quick coverage. Prior to planting replacement groundcover, the soil (where possible and advantageous) shall be tilled to a depth of 6 inches (15 cm) to prepare it for the new plants.

4. If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the Representative to discuss options for redirecting the foot traffic. Consider installing pavers, stepping stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians. Provide costs for these options to the Representative.

3.4. Annual Color Beds and Perennials

- A. Standards for health and appearance
 1. Annual color beds/perennials shall be maintained to sustain attractive, healthy plants and uniform density with no bare spots. All beds shall be kept free of weeds, trash and debris.
 2. Upon delivery, annual plants shall be 80% in bloom; annuals and perennials shall be free of insects and diseases, uniform in height and size and have a fully developed root system.
- B. The Contractor shall suggest to Representative where annual color beds could be converted to perennial beds that provide color over several seasons and minimize waste.
- C. Annual color shall be planted only in designated beds and hydrozoned. Provide two installations per year, one in spring and one in late fall. Select species appropriate for the exposure and micro-site conditions. Avoid species requiring excessive irrigation and fertilization to sustain health.
 1. *Spring Annuals:* April/May installation of summer annuals; beds shall be tilled and amended if required. Four inch plant material shall be spaced at 10" on center, or 4"-6" on center in planters. A plant approval letter shall be presented to the Representative approximately four (4) weeks prior to installation.
 2. *Fall Annuals/Bulbs:* October installation of pansies/other fall annuals; **November/December installation of tulips.** Beds shall be prepped well and amended if required. Four inch plant material shall be spaced at 6 to 8" on center, or 4"-6" on center in planters. Grade A bulbs shall be planted on 6" centers. A plant approval letter shall be presented to the Representative approximately four (4) weeks prior to installation.
- D. Mulching
The Contractor shall maintain a minimum of 2" of pine mini-nugget mulch at all times over bare soil areas that are not covered by ground cover (see Section 3.9).
- E. The Contractor shall prune annual plants at least every two weeks to remove spent flowers before seed is formed, also known as "dead heading." Perennials shall be pruned/cut back as appropriate for each variety.
- F. Water management (see Section 2.4)
 1. Annual color shall be irrigated to provide adequate water to maintain attractive, green, healthy plants and moderate growth rate during the growing season.
 2. The water budget approach to irrigation scheduling shall be used to match plant need with water application and avoid over-irrigation.
 3. Maximum irrigation frequency under normal conditions should not exceed three times per week.
- G. Soil and nutrition management (see Section 2.3)
The Contractor shall incorporate composted organic amendments into soil prior to planting annuals.
- H. Pest management (see Section 2.5)
 1. The Contractor shall employ integrated pest management procedures.
 2. Contractor is responsible for monitoring annual color to identify and assess pest problems, and for taking action to control pests that affect annual color health and appearance when pest populations or damage exceed established thresholds.
 3. The Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affecting air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control shall be applied. **Pesticides may not be applied on a prescheduled basis.**
 4. The Contractor shall not apply restricted chemicals that may harm water resources.

- I. Weeds (see Section 2.5.C)
Weeds shall be controlled in annual color and perennial beds as noted under the weed-control section. **In general, weeds shall be removed by hand on a weekly basis.**
- J. Fall/Winter debris removal
All perennials which go dormant in winter shall be examined closely. Dead twigs, spent flower buds, fallen leaves, spent seed pods, etc. shall be carefully removed and disposed of appropriately.
- K. Handling plant debris
The Contractor is encouraged to use all vegetative materials as a feedstock for compost. If plant debris must be removed from site, it shall be kept free of other types of inorganic debris and transported to a green waste recycling facility.
- L. Replacement
 - 1. Any annuals or perennials found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage.
 - 2. If the loss resulted from excluded damage, replacement will be paid for as additional work. The Contractor shall submit a quote for replacement to the Representative within two weeks of the loss as outlined in the General Requirements section of this Specification.

3.5. Shrubs

- A. Standards for health and appearance
Shrubs shall be maintained to sustain attractive and healthy plants that are characteristic of the species. The goal is to develop a lush, natural appearance, promote flowering and keep pruning and trimming to a minimum for cost effectiveness.
- B. Pruning
 - 1. Selective pruning
Shrubs shall be pruned to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Prune only as necessary to remove dead material, pests, or maintain the shrub off an adjacent structure or plant.
 - 2. Hedging and shearing
 - a. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous, hedge, branching fully to the ground.
 - b. Existing hedges that have been maintained by shearing in the past and that do not have adequate space to grow to mature plant size can continue to be maintained by shearing.
 - c. The Contractor shall suggest to the Representative alternative plantings to these existing hedges that can be maintained in their natural shape.
 - d. Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width.
 - e. For hedges that have not yet been maintained by shearing: shearing of plants into formal shapes shall be avoided as this destroys the natural form of the plant and generates excessive waste.
 - 1) Plants having adequate space for development shall instead be selectively pruned on an as needed basis.
 - 2) Where plant size must be controlled because of inadequate space for the plant, prune to reduce size by cutting individual branches or stems to interior lateral branches at appropriate locations. The Contractor shall recommend to the Representative where hedges could be replaced with size-appropriate plants to eliminate requirement for shearing.
 - 3. Handling plant debris
Trimnings generated by pruning shall either be chipped and used as mulch on the site or transported to a green waste recycling facility.
 - 4. Allow shrubs three (3) months to rejuvenate following a hard frost prior to pruning or replacing.
 - 5. Dead or dying shrubs shall be removed as part of the pruning cycle.

6. Proper training of workers in the safe and proper operation of any pruning tools is the sole responsibility of the Contractor.
 - C. Mulching (see Section 3.9)
 - D. Water Management (see Section 2.4)
 1. Shrubs shall be irrigated to provide adequate water to maintain attractive, healthy plants and moderate growth rate during their growing season.
 2. The water budget approach to irrigation scheduling shall be used to match shrub need with water application and avoid over-irrigation.
 - E. Soil and nutrition management (see Section 2.3)
 1. Fertilizer applications shall be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies.
 2. Additional fertilization of mature shrubs maintained with mulch may not be necessary.
 3. Fertilization shall be accomplished by spreading material around base of plant.
 - F. Pest management (see Section 2.5)
 1. The Contractor shall employ integrated pest management procedures.
 2. Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests. The Contractor is responsible for monitoring shrubs to identify, assess pest problems and taking action to control pests that affect shrub health and appearance when pest populations or damage exceed established thresholds.
 3. The Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affecting air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control shall be applied. **Pesticides may not be applied on a prescheduled basis.**
 4. The Contractor shall not apply restricted chemicals that may harm water resources.
 - G. Weeds (see Section 2.5.C)

In general weeds or vines found growing up through or inside shrubs and shrub beds shall be removed by hand. Only herbicides that will not damage the shrubs may be used if the condition requires use of such chemicals.
 - H. Replacement
 1. Any shrub found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage.
 2. If the loss resulted from excluded damage, replacement will be paid for as additional work. The Contractor shall submit a quote for replacement to the Representative within two weeks of the loss as outlined in the General Requirements section of this Specification. When possible (reasonable availability considered), replacement shrubs shall be as close as possible to the existing size of the lost shrubs. No shrub replacement shall be less than 3 gallons.
 3. Replacement shrubs shall be at least 18 inches (45 cm) in height when planted, unless otherwise approved by the Representative. Place two (2) slow-release fertilizer tablets in backfill material, 6 inches (15 cm) deep on opposite sides of the root ball, but not touching the root ball.
- 3.6. Trees**
- A. Standards for health and appearance

Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests. The ideal is a structurally stable plant that is characteristic of the species.
 - B. Pruning (see Section 2.6.B)
 1. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. **Pruning of this type is a minor, non-reimbursable, cost to be included as part of the regular maintenance. Contractor shall recommend to Representative any pruning considered not part of regular maintenance.**

2. **All tree pruning shall be performed only by trained, experienced personnel. An I.S.A. Certified Arborist or Tree Worker is recommended to be present at all times during pruning.** The Contractor must have insurance covering the type of tree service required. If the Contractor does not have the requisite insurance, he or she may hire a subcontractor who has the required insurance to do the work (see Sections 1.8).
3. All pruning shall be in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).
4. Young trees shall receive annual pruning for up to five years after planting by personnel trained in pruning to develop tree structure. The purpose of the pruning is to direct the tree into the appropriate form for the species and the site and to develop a strong branch structure. Trees with co-dominant trunks and multiple branch attachments shall be pruned to correct those defects over a period of several years.
5. Trees shall be pruned in the following manner (except species typically maintained full to ground such as Holly spp., Magnolia spp., Deodar Cedar, etc):
 - a. Clear the crown of diseased, crossing, weak and dead branches. Trees shall not be routinely thinned.
 - b. **Provide 14' vertical clearance over roads, 8' over parking, and 8' over walkways.**
 - c. Reduce end weight on heavy, horizontal branches.
 - d. Create a strong central trunk with lateral branches spaced vertically and horizontally.
 - e. Interior branches shall not be stripped out.
 - f. No more than 20% of live foliage shall be removed within the trees.
 - g. Trees shall not be climbed with spurs.
 - h. Branch removal or reduction cuts (thinning cuts) are to be employed rather than heading cuts. Trees shall not be topped or headed back.
 - i. No green palm fronds shall be removed above a horizontal line drawn across the base of the crown.
6. Schedule pruning to avoid time of bud break, flowering and leaf drop on live branches, and to avoid peak periods of insect and disease activity for pests to which the tree species is susceptible.
7. Pruning operations shall be conducted in a manner that does not damage surrounding and understory plants and structures.
8. Trimmings generated by pruning shall either be chipped and used as mulch on the site, or transported to a green waste recycling facility.
- C. Staking
 1. Tree stakes, ties and guys shall be checked regularly to ensure trees are not being damaged. Adjust ties and stake as necessary to prevent girdling and wounding.
 2. Tree stakes shall be removed within two years of planting. For trees unable to stand alone after two years, the Contractor will shorten the stakes and lower the ties to 3 – 4' height. If after the third year the tree will not stand without a stake, the Contractor will inspect to determine cause of instability, and make recommendations to the Representative for corrective action.
 3. If new ties are needed to secure tree to stake, use ties composed of recycled materials. The tie must be broad, have a smooth surface where it contacts the trunk, and provide some elasticity. Wire covered with hose, tubing or other materials, and covered electrical wire are not acceptable materials.
- D. Mulching (see Section 3.9)
 1. Mulch around trees **must not be applied so as to cover crown of the tree.**
- E. Water management (see Section 2.4)
 1. Trees shall be irrigated to encourage deep root growth and to provide adequate water to maintain attractive, healthy plants, and a moderate growth rate during their growing season.
 2. The water budget approach to irrigation scheduling shall be used to match shrub need with water application and avoid over-irrigation.

- F. Soil nutrition and management (see section 2.3)
 - 1. Fertilizer applications are to be made on a prescription basis only when soil and/or plant tissue analyses identify specific deficiencies. Contractor shall provide Representative with recommendations for fertilizations at least two weeks before proceeding with work.
 - 2. Additional fertilization of mature trees may not be necessary.
 - 3. All trees planted in planting beds shall be fertilized by spreading fertilizer below canopy of tree at drip line and working into soil.
 - 4. All trees planted in lawn areas shall be fertilized below grade by boring 1 1/2" diameter holes to a depth of 8" – 12" (8 - 10 holes per tree) and applying dry fertilizer, or by liquid fertilizer injection. All holes shall be immediately backfilled and repaired following fertilization.
- G. Pest management (see Section 2.5)
 - 1. The Contractor shall employ integrated pest management procedures.
 - 2. The Contractor is responsible for monitoring trees to identify and assess pest problems and taking action to control pests that affect tree health and appearance when pest populations or damage exceed established thresholds.
 - 3. The Contractor shall select pest controls to provide adequate pest control without harming non-target organisms, or negatively affecting air and water quality and public health. Pest management shall rely first on cultural, mechanical, physical, and biological control methods. Chemical controls may be applied only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, the least toxic and the least persistent pesticide that will provide adequate pest control shall be applied. **Pesticides may not be applied on a prescheduled basis.**
 - 4. The Contractor shall not apply restricted chemicals that may harm water resources.
- H. Weeds

Vines found growing up through or inside trees shall generally be removed by hand. Only herbicides that will not damage the tree may be used if the condition requires use of such chemicals.
- I. Replacement
 - 1. Any tree found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage.
 - 2. If the loss resulted from excluded damage, replacement will be paid for as additional work. The Contractor shall submit a quote for replacement to the Representative within two weeks of the loss as outlined in the General Requirements section of this Specification. Replacement trees shall be equal in size to the originally installed tree at the time it was planted at the site. In no case shall replacement trees be less than 2" caliper size as defined by the American Nursery Association, unless agreed to by Representative.
 - 3. Replacement trees shall be approved for size and appearance by the Representative or City Arborist prior to planting. Replacement trees shall be double staked with 2 inches (5 cm) diameter stakes unless otherwise approved by the Representative. Place 6 slow-release fertilizer tablets in backfill material, evenly spaced around root ball, but not touching the root ball.
 - 4. Trees shall have their stakes and ties maintained in a condition to provide proper support. Any broken stakes or ties must be replaced. All tie and stake replacements shall be similar to original installation. Remove tree stakes from trees when the trunks are larger than 2 inches (5 cm) caliper and the trees are able to support themselves. Remove stakes from site and dispose of by a legal method. Recycle used stakes if possible.

3.7. Urban Street Planters and Sidewalks/Pavers

- A. Standards for health and appearance

Urban street level planters are installed to provide pedestrian scale plantings that are aesthetically pleasing and provide healthy green space in an otherwise paved environment. They shall be maintained to continue to be effective, attractive and healthy. Planters shall be kept free of trash and debris.
- B. Monitoring and Inspection
 - 1. Examine soils to ensure they are receiving adequate irrigation. Report conditions to the Representative if upgrades to irrigation are required. Repair existing irrigation as needed.

2. Where beds are subject to foot traffic, note concerns to the Representative and suggest alternatives to rectify the situation, such as raised beds, grates, raised planters, etc.
3. Prune large trees and shrubs as per previous sections on growth and waste management.
- C. Soil and nutrition management (see Section 2.3)
Check that the soil is at the appropriate depth so as mulch and water do not immediately wash off the tops of beds in light rain events. Confirm that water is draining through soil within 3 – 4 hours after a storm event. Alleviate compaction or replace soil as needed, with soil that includes compost at a rate of one (1) part compost to three (3) parts soil.
- D. Weeds (see Section 2.5.C)
Weeds found growing in planters **and sidewalks/pavers** shall generally be removed by hand. Only herbicides that will not damage adjacent plants may be used if the condition requires use of such chemicals.
- E. Replacement
 1. Any plants found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage.
 2. If the loss resulted from excluded damage, replacement will be paid for as additional work. The Contractor shall submit a quote for replacement to the Representative within two weeks of the loss as outlined in the General Requirements section of this Specification. Replacement plants shall be equal in size to the originally installed plant at the time it was planted at the site.
 3. Replacement trees shall be approved for size and appearance by the Representative or City Arborist prior to planting. Replacement trees shall be double staked with 2 inches (5 cm) diameter stakes unless otherwise approved by the Representative. Place 6 slow-release fertilizer tablets in backfill material, evenly spaced around root ball, but not touching the root ball.

3.8. Sports Fields

- A. Standards for Health and Appearance
Sports Turf and skinned areas shall be maintained to sustain a safe and healthy uniformity. Turf shall have no bare or brown spots, and shall be free of disease and significant pests. Skinned areas shall be uniform and free from grass or weeds.
- B. Turf
Turf shall be maintained as per Section 3.2 except as noted below:
 - Turf shall be cut with a reel mower not less than once a week and scheduled so that the cut date and time are as close as reasonably possible to the next planned/schedule game/play date, typically the day before when possible.
 - Turf height:

Bermuda	1/2 – 1"
Zoysia	1/2 – 1"
 - Grasscycling is not permitted. All grass on the sports field is to be bagged.
 - Each field shall be scheduled for aeration two (2) times per year (spring and fall) and is to be top dressed in spring only.
 - Each field shall be scheduled for fertilization three (3) times per year between March and October.
 - Each field shall be limed once per year in November or December.
 - Fall interseeding - patch bare spots and fill in spots that are showing wear.
 - Bermuda shall be verticut to remove thatch layers once a year.
 - Irrigation shall be scheduled so the fields will not be wet on scheduled days and times of play. The Contractor shall consult with the Representative about the field schedule at the Kick off meeting and thereafter each year as needed. In the event of special events the Contractor shall modify the irrigation schedule accordingly at no extra charge.
 - Remove any debris, including grass clippings, rocks, weeds, etc. from all skinned areas.

3.9. Mulch and Rock

- A. The Contractor shall add additional mulch and/or decorative rock regularly as needed to maintain a layer no less than 2 inches (5 cm) deep at all times in ground cover and shrub planters. Decomposition of organic mulch is considered normal wear and tear and replacement of decomposed mulch shall be made by the Contractor as part of this contract. See items G and H below for schedule. Mulch and/or decorative rock is not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Note: only 2 inches (5 cm) of mulch is required, however maintaining a deeper layer of mulch and/or decorative rock greatly reduces the labor and chemicals needed to control weeds, reduces water use, and helps the plants stay healthy.
- B. Replacement of large amounts of mulch and/or decorative rock (over one cubic yard or 0.75 cubic meter) which has been stolen, vandalized, or washed away by a single storm will be paid as additional work. Contractor shall submit a quote for the work as noted in the General Requirements section of the Specification.
- C. Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level. Mulch materials shall be chipped or shredded green waste, wood chips from pruning operations, or chipped landscape prunings, hard wood mulch or pine straw. When available, use materials generated on-site. Cypress, rubber, synthetic, **color or dyed wood**, and large pine nuggets shall not be used. Synthetic weed barriers or plastics of any kind shall not be placed under the mulch.
- D. Mulch around trees **must not be applied so as to cover crown of the tree.**
- E. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis using a rake or broom.
- F. Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash. Mulch may be chipped or shredded wood, bark, or decorative rock. When replacing existing mulch, use a mulch product that is matching in appearance to that already at the site.
- G. In areas of the site where wood-based mulch frequently washes away, submit a quote for replacement of the organic mulch with decorative rock having a similar color. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock is existing, the decorative rock used shall have a maximum diameter of 3/4 inch (2 cm) and a minimum diameter of 3/8 inch (1 cm).
- H. *Winter Application:* Mulch application shall be made in January or February; schedule may be adjusted with concurrence of the Representative. Mulch will be fresh, clean, and free of debris and litter. Beds shall be edged with a distinctive edge or "rolled" to enhance appearance. Excess of spilled mulch or straw shall be cleaned up and removed from site.
- J. *Summer Application:* Mulch application shall be made in September or October; schedule may be adjusted with concurrence of the Representative. Mulch shall be fresh, clean, and free of debris and litter. Beds shall be edged with a distinctive edge or "rolled" to enhance appearance. Excess of spilled mulch or straw shall be cleaned up and removed from site.
- K. For purposes of this bid, the Winter application shall be considered a full application. The Summer application shall be considered a 50% application. Areas to be mulched in the Summer shall be agreed to by the Contractor and the Representative.
 - 1. If more than 50% of the full mulch application is required for the Summer application, this will be considered additional work and shall be approved by the Representative prior to application.

Section 4: PLAYGROUNDS and HARDSCAPES**4.1. Playground Maintenance**

- A. The Contractor is not responsible for a detailed inspection of playground equipment. The intent of playground maintenance is to help the City as an extra pair of eyes and hands. It is also to assist in monitoring and maintaining the playground area.
- B. Debris removal and clean-up
The Contractor shall keep all play areas, walkways, area entries and exits free from trash and debris. This may be accomplished by mechanical blowers or by hand.

- C. Playground-grade engineered wood fiber
 - 1. The Contractor shall replenish the playground-grade engineered wood fiber annually, in January or February of each year. **Prior to replenishing the mulch, the existing mulch shall be “fluffed.”** This application shall be considered a full application.
 - 2. See Appendix V for monthly schedule of playground-grade mulch by location. **Prior to all applications, the existing mulch (in the area to be mulched) shall be “fluffed.”**
 - D. Safety

The Contractor shall make note of any potentially hazardous conditions in the play area and bring them immediately to the attention of the Representative.

 - 1. Examples of conditions worth noting include trip hazards, unsafe conditions in trees or surrounding landscape, etc.
 - 2. Pests – ants, wasps, bees and hornets or any similarly dangerous insects found in or near a play area shall be treated immediately when found and by any legally permissible means necessary as long as it does not create a concern for the safety or health of the users of the park.
 - 3. Preference should be given to physical and non-chemical treatments and methods of removal of pests when possible and prudent (see Section 2.5).
- 4.2. Walking Paths (not paved)**
- A. Debris removal and clean-up

The Contractor shall keep all walkways and paths free from trash and debris.
 - B. The Contractor will clean gravel and mulch pedestrian surfaces as needed to remove accumulation of materials that distract from the visual impact of the area or creates a safety hazard.
 - C. Washouts

The Contractor shall correct and/or repair minor washouts as needed. If an area continually washes out, the Contractor shall note the conditions and report them to the Representative along with a proposed plan for corrective measures and an estimate to make such repairs. Note minor washouts are those that are less than 1 cubic yard in materials.
 - D. Root interference

The Contractor shall report potential root damage to the Representative. Corrective action will be determined and directed as an extra service
- 4.3. Pedestrian Hardscapes**
- A. Debris removal and clean-up

The Contractor shall keep all hardscape areas adjacent to landscaping including, sidewalks, walkways, terraces, amenity areas, pavilion slabs, site furnishings slabs, building entries and exits free from trash and debris.
 - B. Root interference

The Contractor shall report potential root damage to hardscapes to the Representative. Corrective action will be determined and directed as an extra service.
 - C. Safety

Any obvious previously un-reported or new surface flaws including large cracks in paved surfaces, heaving concrete or pavers, or other similar conditions that create an imperfection in two adjacent surfaces of greater than 1/4” shall be brought to the attention of the Representative

Section 5: DEFINITIONS

Antimicrobial agent – Any substance or mixture of substances intended for inhibiting the growth of or destroying any bacteria, fungi pathogenic to human and other animals, or viruses declared to be pests under Section 12754.5 of the Georgia Food and Agricultural Code, except slime control agents. Antimicrobial agents include, but are not limited to, disinfectants, sanitizers, bacteriostats, sterilizers, fungicides and fungistats.

Approved – The term “approved”, where used herein, shall mean accepted for general conformance with the general concept and general compliance with the information included in the Maintenance Contract Document/Standards and the Landscape Maintenance Specification.

Authorized – The term “authorized”, where used herein, shall mean accepted for general conformance with the general concept and general compliance with the information included in the Maintenance Contract Document/Standards and the Landscape Maintenance Specification.

Biodiesel – A fuel produced through a process in which organically-derived oils such as soybean or vegetable oil are combined with alcohol.

Bioswale – Channel constructed to improve the water quality of runoff, usually while also conveying it, through filtering by vegetation and other mechanisms that capture and hold water pollutants.

Blanket – Mat of organic, biodegradable materials such as coir fibers, straw or curled wood fiber, on or between photodegradable polypropylene or degradable natural fiber netting. The blanket is placed on the soil surface to protect from surface erosion.

Compost berm – An erosion control device composed of linear mounds of compost placed along a slope to slow water movement and retain sediment.

Contractor – The person, partnership, or corporation that will perform the landscape maintenance work. The term “Contractor”, where used herein, shall mean the primary contractor as specified in the signed contract and any or all subcontractors used by the primary contractor to perform assigned work as required in the Maintenance Contract Document/Standards and the Landscape Maintenance Specification.

Directed – The terms “if directed”, “when directed”, or “as directed”, where used herein, shall mean if, when, or as directed by the City Representative.

Evapotranspiration (ET) – The combined loss of water from a given area, and during a specified period of time, by evaporation from the soil surface and by transpiration from plants.

Excluded damage – Damage caused by vandalism, pedestrians, vehicles, animals (except insects and rodents), or other unusual factors. It does not include damage caused by the Contractor's actions, lack of reasonable care, pest damage (such as insects), diseases, or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage, or irrigation malfunction. It is assumed that most plants can survive for at least one week without irrigation, during which time any irrigation problems should become apparent to the contractor. Exceptions may be made if the Owner's authorized representative determines that unusual circumstances contributed to a loss.

Grasscycling – A turf management technique in which turf is mown frequently and clippings are left on the turf to return nutrients to the soil, thereby reducing fertilizer requirements by as much as 50%.

Hardscape – The hard-surface components of the landscape such as sidewalks, pavements, non-living features.

Hydrozone – A portion of a landscaped area having plants with similar water needs that are served by one irrigation valve or set of valves with the same schedule.

I.S.A. – International Society of Arboriculture, www.isa-arbor.com.

Integrated Pest Management – A holistic approach to managing insects, plant disease, weeds and other pests so that their populations do not exceed a tolerable level by fostering an environment favorable

for plants and other beneficial organisms and unfavorable for pests. If pest problems arise a variety of control techniques are considered, with least toxic pesticides being applied as a last resort.

Owner – The person, partnership, corporation, or City that contracted for the performance of the landscape maintenance work. The terms “Owner”, “City”, and or “City Representative”, where used herein, shall mean the City of Norcross and/or specified person(s) as a City of Norcross representative.

Pesticide – As defined in Section 12753 of the Georgia food and Agricultural Code, a pesticide includes any of the following: (a) any spray adjuvant; (b) any substance, or mixture of substances which is intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, which may infest or be detrimental to vegetation, man, animals, or households, or be present in any agricultural or nonagricultural environment whatsoever. Antimicrobial agents are excluded from the definition of pesticide.

“Toxicity Category I Pesticide Product” – Any pesticide product that meets United States Environmental Protection City criteria for Toxicity Category I under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

“Toxicity Category II Pesticide Product” – Any pesticide product that meets United States Environmental Protection City criteria for Toxicity Category II under Section 156.10 of Part 156 of Title 40 of the Code of Federal Regulations.

Sheet Mulching – The practice of preparing a bed or turf area by trimming or mowing any high weeds and removing woody plants followed by placement of a layer of recyclable paper products such as cardboard and news print and then covering with organic mulch. The practice typically reduces the amount of weeds that would come up if only mulch was added.

Sock – Sleeve filled with mulch, straw, or other organic, biodegradable material to create long tube placed along a slope to slow water movement and retain sediment.

Subcontractor - The term “subcontractor”, where used herein, shall mean any company or person employed by the authorized contractor to perform work on City property as assigned by the contract.

Tube – See sock.

Wattle – See sock.

Appendix

- I. Project Site Locations**
 - IA – Project Site Locations A**
 - IB – Project Site Locations B**
- II. Weekly Landscape Maintenance Checklist**
- III. Triannual Landscape Inspection Card**
- IV. Calendar of Monthly Maintenance**
- V. Playground Mulch Schedule**
- VI. Irrigation Controller Locations & Zones/Controller**
- VII. Species Pruning Guidelines**

Appendix I

Project Site locations

SITE NAME	LOCATION	TYPE *	COMMENTS	Exhibit #
BETTY MAULDIN PARK	45 Jones Street	A		2
CITY HALL	65 Lawrenceville Street	A		3
FIRE MUSEUM	165 Lawrenceville Street	A		5
GATEWAY ENTRANCES	- Holcomb Bridge Road & Peachtree Industrial Blvd. N. Peachtree Street & Medlock Bridge Road	A		11
HERITAGE PARK	100 Lawrenceville Street	A		
LILLIAN WEBB COMMUNITY PARK	47 College Street	A		6
NORCROSS CULTURAL ARTS & COMMUNITY CENTER	10 College Street	A		3
LION CLUB PARK	Corner of Jones & Wingo Streets	A		4
ROSSIE BRUNDAGE PARK	397 Autry Street	B		1
VETERANS PARK	455 South Peachtree Street	B		12
THRASHER PARK	50 North Peachtree Street	A	Includes RR switch box area at entrance to park on Buchanan Street	4
WELCOME CENTER	189 Lawrenceville Street	A		5
DOWNTOWN STREETS	S. Peachtree Street - Jones Street	A	- Jones Street to Carlyle Street - RR Tracks to College Street	13

SITE NAME	• LOCATION	TYPE *	COMMENTS	Exhibit #
STREET "PLANTERS"	• Traffic Island – N. Norcross Tucker Road & S. Peachtree	A	• At South Point Park	12
	• 113 S. Peachtree Street (at B&W Auto Parts)		• At B&W Auto Parts	13
PINNACLE PARK	• 250 Pinnacle Way	A		10
HISTORIC CEMETERY	• 211 S Cemetery St	B		7
SUMMEROUR PARK	• Price Place	B		8
DISCOVERY GARDENS II	• 205 Lawrenceville St.	B		5
THRASHER STREET BETWEEN AUTRY AND HOLCOMB BRIDGE		B		13
LIBRARY PLAZA PLANTERS / BUFORD HIGHWAY NEW PLANTERS/ WALKWAY @ BRUNSWICK	• 5735 Buford Highway	A		6
HOLCOMB BRIDGE TREET TREES AND PLANTERS				
INTERSECTION AT MITCHELL RD AND EVERGLADES		C		9
INTERSECTION AT MITCHELL RD AND BROOK HOLLOW		C		9
N. NORCROSS TUCKER ROAD BY NORTHBELT PKWY		C		14
BUFORD HIGHWAY MEDIAN INFRONT OF LIBRARY		C		6
COTTON GIN	• 125 Lawrenceville St.	A		5
COL. JONES PARK HISTORIC NORCROSS SIGN	• Peachtree Rd. and Holcomb Bridge	C		13
PUBLIC WORKS BUILDING	• 345 Lively Ave.	C	Flower Bed, Lanscape Island and Planters	

* See TYPE descriptions at Section 2.1.C – Grounds maintenance standards

EXHIBIT 1



EXHIBIT 2

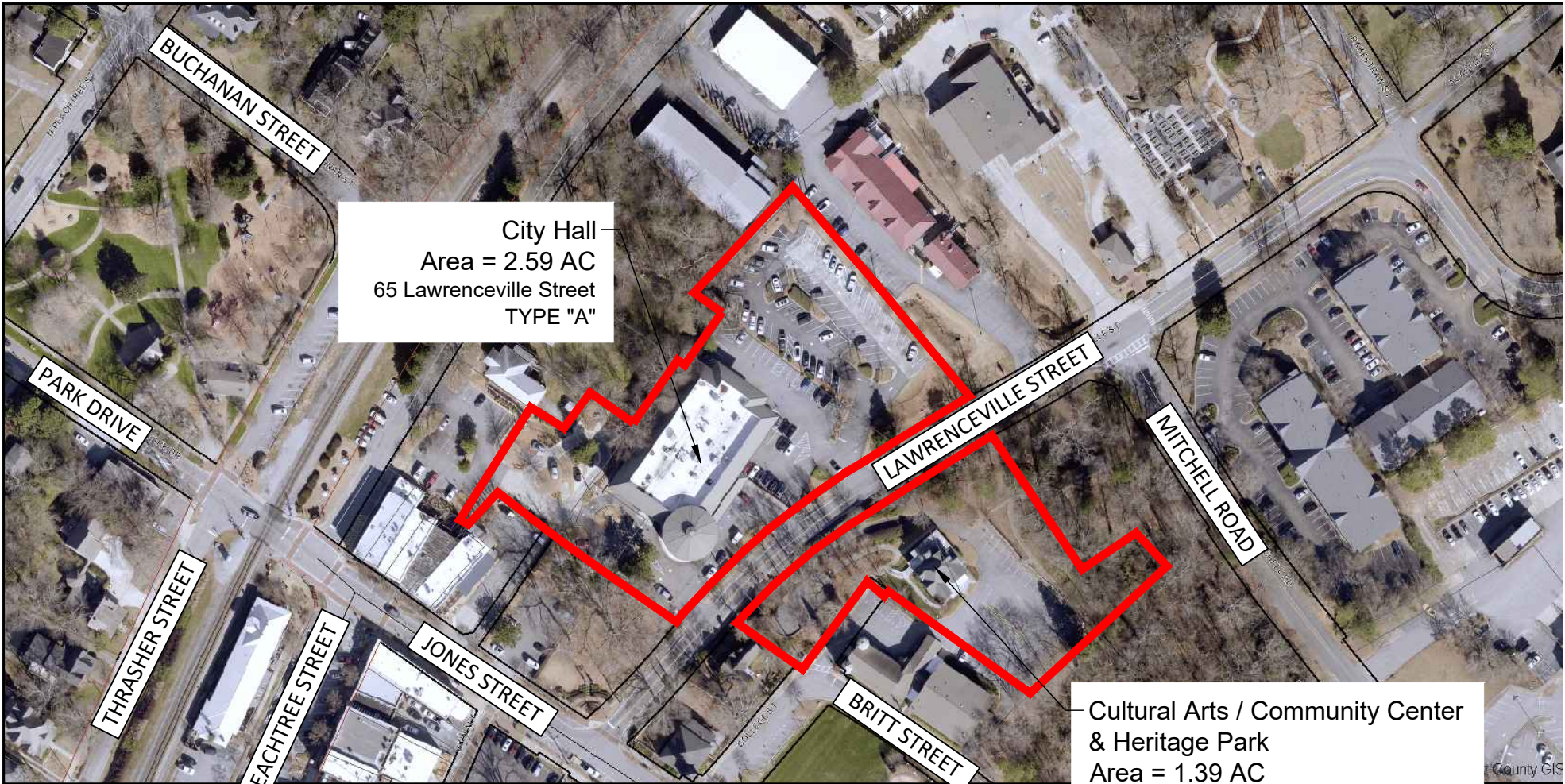


CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

EXHIBIT 3



City Hall
Area = 2.59 AC
65 Lawrenceville Street
TYPE "A"

Cultural Arts / Community Center
& Heritage Park
Area = 1.39 AC
10 College Street
TYPE "A"

CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

EXHIBIT 4



CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

EXHIBIT 5

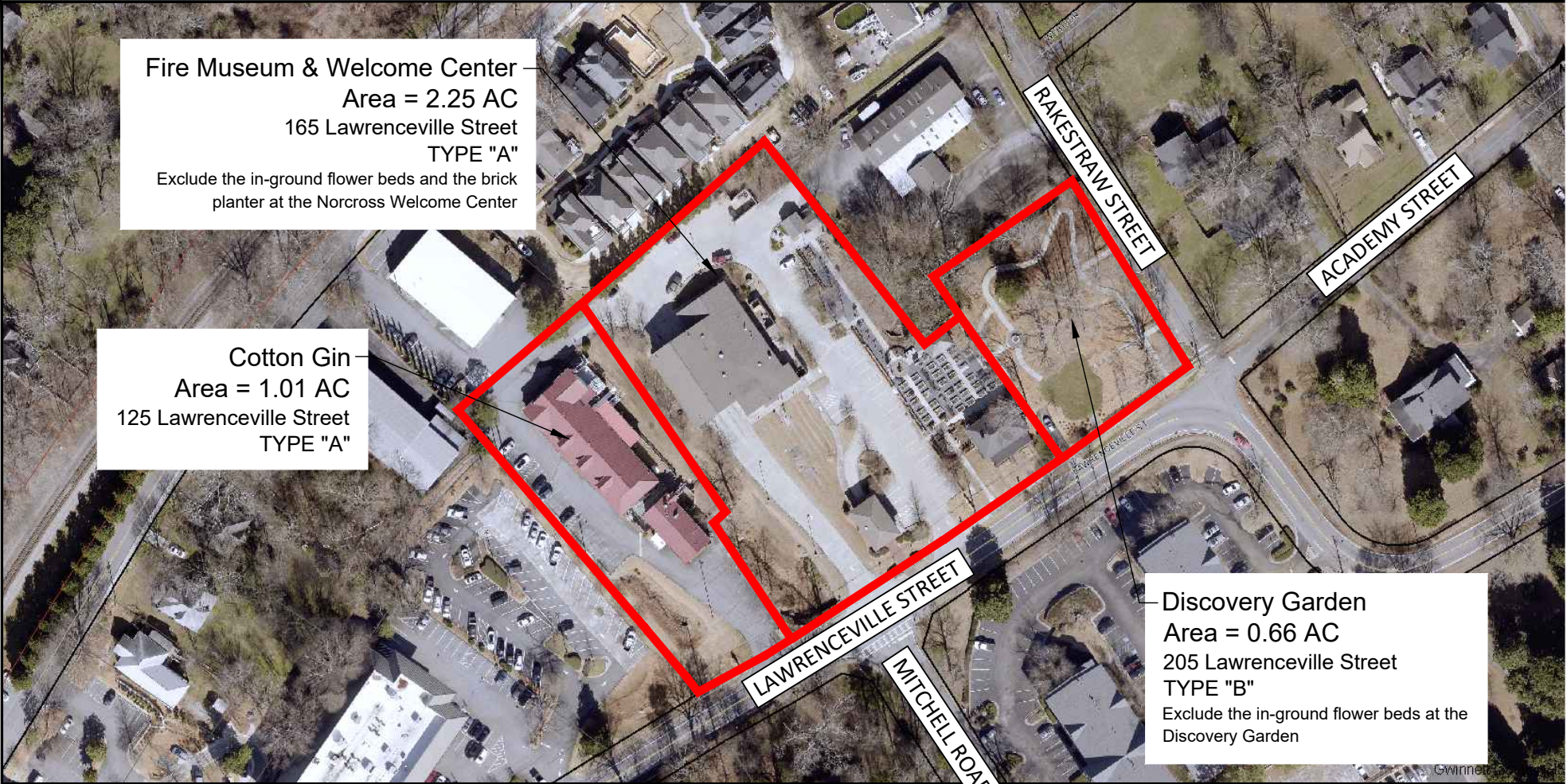
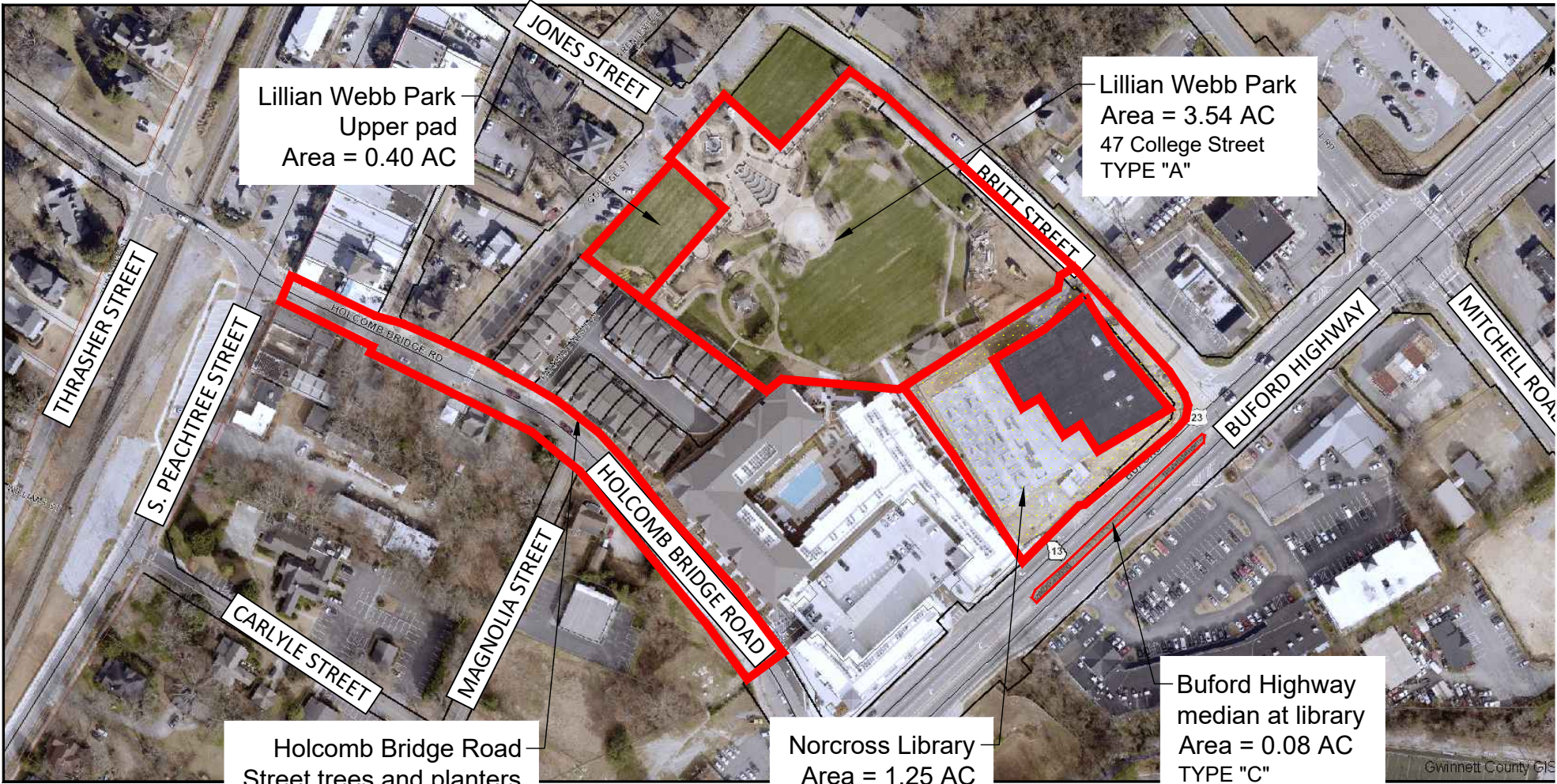


EXHIBIT 6



CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

Historic Cemetery
Area = 3.41 AC
211 S. Cemetery Street
TYPE "B"

Buford Highway

S. Cemetery Street

Fairmont Drive

2836 BUFORD HIGHWAY OFFICE CONDOMINIUM

FAIRMONT WOODS

Gwinnett County, GA



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

EXHIBIT 8



CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS

345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

EXHIBIT 9



CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP

CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

EXHIBIT 10



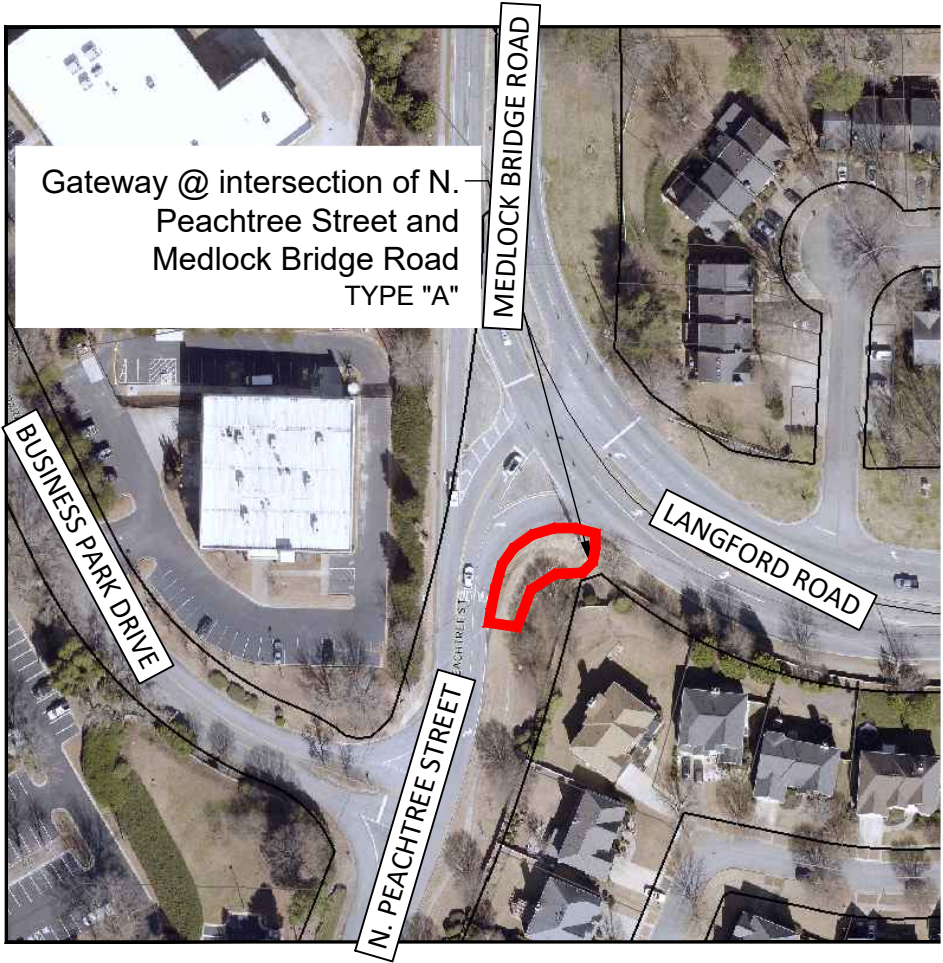
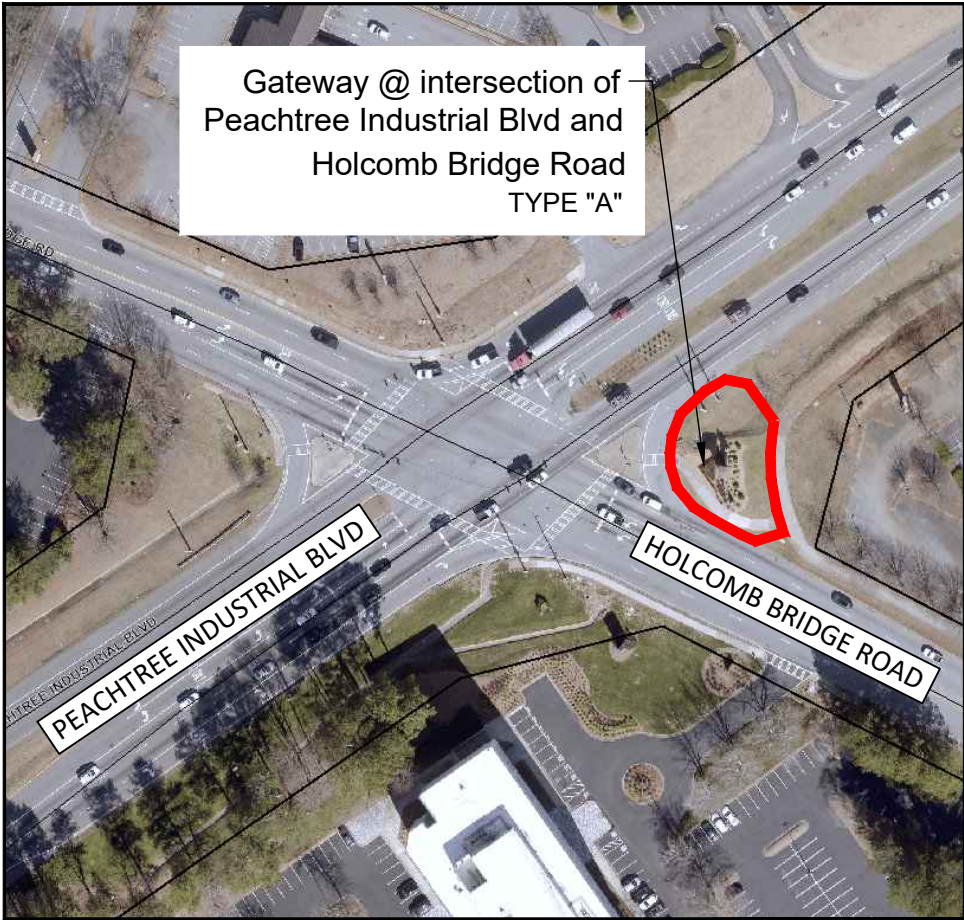
CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

Attachment: RFP - Landscaping Maintenance Services (22-6549 : City Wide Landscaping Maintenance

EXHIBIT 11



CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP

CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

EXHIBIT 12



CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

EXHIBIT 13

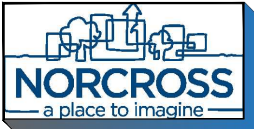
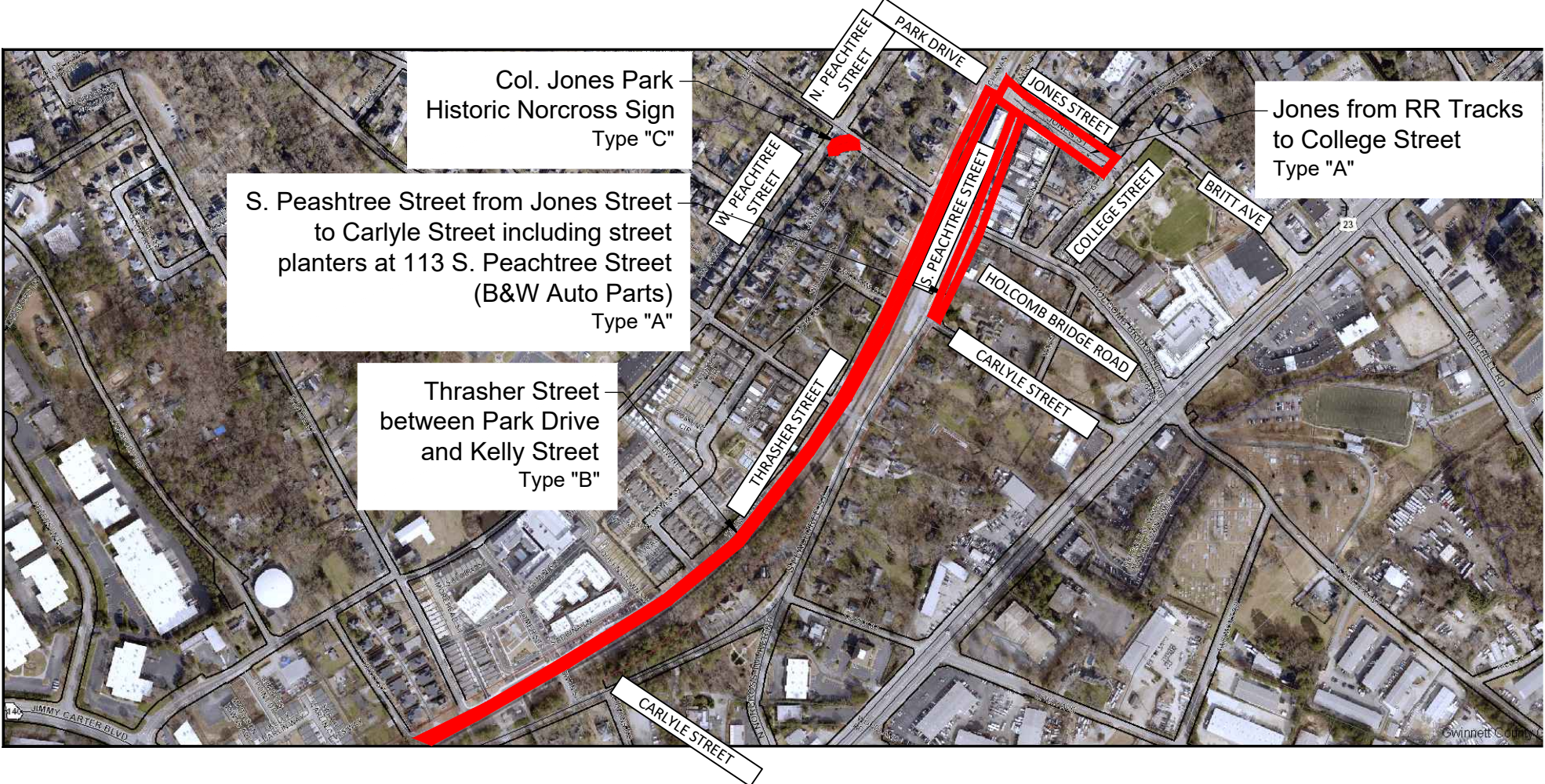


EXHIBIT 14



CITY OF NORCROSS
LANDSCAPING MAINTENANCE MAP



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

PROJECT SITE LOCATIONS IA

* See TYPE descriptions at Section 2.1.C – Grounds maintenance standards

SITE NAME	LOCATION	TYPE*	COMMENTS
Rossie Brundage Park	397 Autry Street	B	
Thrasher Park	50 North Peachtree Street	A	Includes RR switch box area at entrance to park on Buchanan Street
Lion Club Park	Corner of Jones & Wingo Streets	A	
Buford Highway Median In front of Library		C	
Library Plaza Planters/ Buford Highway installation/ Walkway @ Brunswick Holcomb Bridge Street trees & Planters	5735 Buford Highway - Holcomb Bridge Road	A	
Historic Cemetery	211 S Cemetery St	B	
Summerour Park	Price Pl	B	
Pinnacle Park	250 Pinnacle Way	A	
Gateway Entrances	- Holcomb Bridge Road & Peachtree Industrial Blvd. N. Peachtree Street & Medlock Bridge Road	A	
Veteran's Park	455 South Peachtree Street	B	
Downtown Streets	S. Peachtree Street - Jones Street	A	- Jones Street to Carlyle Street - RR Tracks to College Street
Heritage Park	100 Lawrenceville Street	A	
STREET "PLANTERS"	- Traffic Island – N. Norcross Tucker Road & S. Peachtree 113 S. Peachtree Street (at B&W Auto Parts)	A	- At South Point Park - At B&W Auto Parts
N. Norcross Tucker Road by Northbelt Pkwy		C	
Thrasher Street Between Jones St. & Holcomb bridge Road		B	
Col. Jones Park	@Intersection of W. Peachtree Street & Holcomb Bridge Road	C	

Attachment: RFP - Landscaping Maintenance Services (22-6549 : City Wide Landscaping Maintenance Services RFP)

**PROJECT SITE LOCATIONS CONTINUED
IB**

SITE NAME	LOCATION	TYPE*	COMMENTS
Betty Mauldin Park	45 Jones Street	A	
City Hall	65 Lawrenceville Street	A	
Norcross Cultural Arts & Community Center	10 College Street	A	
FIRE MUSEUM	165 Lawrenceville Street	A	
WELCOME CENTER	189 Lawrenceville Street	A	
Cotton Gin	125 Lawrenceville Street	A	
Discovery Gardens II	205 Lawrenceville Street	B	
Lillian Webb Community Park	47 College Street	A	
Intersection at Mitchell Road and Everglades		C	Gateway
Intersection at Mitchell Road and Brook Hollow		C	Gateway
PUBLIC WORKS BUILDING	345 Lively Ave.	C	

Appendix II

Weekly Landscape Maintenance Checklist

APPENDIX II

WEEKLY LANDSCAPE MAINTENANCE CHECKLIST

Place a check mark by each item completed during the past week.

- ☐ Mow and edge lawns if needed.
- ☐ Prune back any shrubs overhanging curbs or sidewalks.
- ☐ Prune back any groundcover overhanging curbs or sidewalks.
- ☐ Remove litter and leaves from plants, planters, and parking lots.
- ☐ Remove any broken or fallen branches from trees. Remove sucker growth from tree trunks.
- ☐ Remove any weeds larger than 2 inches (5 cm) high or wide from planters. Weeds 2 inches (5 cm) and larger must be removed, not just killed.
- ☐ Replace bark mulch which has been knocked or washed out of planters. Smooth mulch layer if it has been disturbed.
- ☐ Replace decorative rock which has been knocked or washed out of planters. Smooth decorative rock surface if it has been disturbed.
- ☐ Check plants for signs of stress or disease. Replace any plants that meet conditions for replacement at the contractor's expense. Request authorization to replace other dead or missing plants. Note: You must request authorization to make replacements within one week of the damage becoming evident!
- ☐ Sweep or blow clean all walkways, curbs, and gutters.
- ☐ Treat for any signs of disease or pest infestation.
- ☐ Complete any items required on the Triannual Checklist.
- ☐ Hand water any plants that are dry and stressed.
- ☐ Check the irrigation system. Make emergency repairs as needed or request authorization to make major repairs. Note: you must request authorization for repairs within one week of the damage becoming evident!
- ☐ Adjust the irrigation controllers for current water needs of plants.

Checked by: _____ (Print Name)

Signature: _____ Date: _____

Appendix III

Quarterly Landscape Inspection Card

APPENDIX III

QUARTERLY LANDSCAPE INSPECTION CARD

Place a check mark by each item needing attention and note the location(s).

Score each service area between 1 and 5 with 1 being the lowest score and 5 being the highest.

1= Needs immediate improvement; significant failure to meet minimum expectations and specifications. **Note: Failure to bring this score up by the next job walk may result in termination of the agreement.**

2 = Needs improvement soon; failing to meet some minimum expectations and specifications.

3 = Needs minor improvements barely meeting minimums.

4 = Meets minimal and typical expectations.

5 = Top quality work meeting or exceeding expectations.

SCORE (1-5):	ITEM:	COMMENTS:
☐ _____	Mowing turf:	_____
☐ _____	Edging turf:	_____
☐ _____	HS Bed edges:	_____
☐ _____	Fire ants:	_____
☐ _____	Pruning of trees:	_____
☐ _____	Pruning of shrubs:	_____
☐ _____	Pruning of groundcover:	_____
☐ _____	Leaf litter:	_____
☐ _____	Trash/debris:	_____
☐ _____	Surface weeds:	_____
☐ _____	Weeds in planters:	_____
☐ _____	Weeds in turf:	_____

- _____ Vines: _____
- _____ Invasive and poisonous plants: _____
- _____ Mulch: _____
- _____ Pests or disease: _____
- _____ Cleanliness: _____
- _____ Irrigation controls: _____
- _____ Irrigation heads, etc: _____
- _____ Seasonal color: _____
- _____ Sports turf: _____
- _____ Play surface mulch: _____
- _____ Other: _____

TOTAL _____ **Score out of a possible 110 Points.**

Checked by: _____ (Print Name)

Signature: _____ Date: _____

Appendix IV

Calendar Of Monthly Maintenance

Attachment: RFP - Landscaping Maintenance Services (22-6549 : City Wide Landscaping Maintenance Services RFP)

APPENDIX IV

CALENDAR OF MONTHLY MAINTENANCE

JANUARY

- Mowing and trimming of cool season turf as needed.
- Weed control by liquid application of post-herbicides and hand removal as necessary to control weed growth in lawns and beds. Remove all weeds.
- Prune uneven top or sucker growth and dead limbs.
- Inspection of turf, trees and shrubs for pests and disease followed by control applications as necessary.
- Policing all shrub beds and lawn areas for debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Prune any tree branches that interfere with public safety.
- Prune all parking lot and street trees to encourage strong upward growth.
- Dead head all flowers.

FEBRUARY

- Mowing and trimming of cool season turf as needed.
- Weed control by liquid application of post-herbicides and hand removal as necessary to control weed growth in lawns and beds. Remove all weeds.
- Prune uneven top or sucker growth and dead limbs.
- Inspection of turf, trees and shrubs for pests and disease followed by control applications as necessary.
- Policing all shrub beds and lawn areas for debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Pruning of Liriope to 2" to 3" in height. This will rejuvenate its appearance and encourage the groups to fill in.
- Pre-emergent Weed Control
 - Shrubs
Pre-emergence herbicide of Snapshot or similar alternate will be applied to all shrub beds to prevent any new weed germination. This will greatly reduce any appearance of weeds later in the season, saving time and the unsightly appearance of mature weeds before they can be controlled.
 - Turf
Pre-emergence application of Ronstar WP to warm season turf areas, and Ronstar G to cool season turf areas, or similar alternate, to suppress weed germination. Scalp warm season turf to 1" height to remove previous year's dead growth, improve pre-emergent effectiveness, and allow quicker spring green-up.
- Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Dead head all flowers.

MARCH

- Mowing and trimming of cool season turf as needed.
- Weed control by liquid application of post-herbicides and hand removal as necessary to control weed growth in lawns and beds. Remove all weeds.
- Prune uneven top or sucker growth and dead limbs.
- Inspection of turf, trees and shrubs for pests and disease followed by control applications as necessary.
- Policing all shrub beds and lawn areas for debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.

CALENDAR OF MONTHLY MAINTENANCE (cont'd.)

- Irrigation System
 - Start up of irrigation system and wells and notify owner of any broken heads or lines, and coordinate repairs.
 - Flush out irrigation systems as needed and check for proper operation of each valve zone.
 - Remove and clean WYE filter screens.
 - Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters.
 - Replace irrigation controller program back-up batteries.
 - Revise irrigation is needed to cover all planting areas.
- Dead head all flowers.

APRIL

- Mowing - Warm Season: Mowing lawn to achieve a uniform, even cut and trimming around beds and small areas with a small mower as needed.
- Mowing - Cool Season: Mowing lawn to achieve a uniform, even cut and trimming around beds and small areas with a small mower.
- Removal of clippings, trash, and debris from curbs and gutters after mowing.
- Edging - Edging with metal blade type push edger and removal of organic debris from all curbs, walks, and roadways where adjacent to turf areas as needed.
- Weed control by liquid application of post-herbicides and hand removal as necessary to control weed growth in lawns and beds. Remove all weeds. Warm Season Turf - Application of 3-way to control broadleaf weeds on an as needed basis.
- Prune uneven top or sucker growth and dead limbs.
- Inspection of turf, trees and shrubs for pests and disease followed by control applications as necessary.
- Inspection of trees and shrubs for pests and control by spray applications of fungicide and insecticide as necessary.
- Policing all shrub beds and turf areas for debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Monitor irrigation system for proper operation to ensure even soil moisture.
- Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Plant annual color for spring/summer bloom.
- Dead head all flowers.

MAY

- Mowing - Warm Season: Mowing lawn to achieve a uniform, even cut and trimming around beds and small areas with a small mower as needed.
- Mowing - Cool Season: Mowing lawn to achieve a uniform, even cut and trimming around beds and small areas with a small mower.
- Removal of clippings, trash, and debris from curbs and gutters after mowing.
- Edging with metal blade type push edger and removal of organic debris from all curbs, walks, and roadways where adjacent to turf areas.
- Weed control by liquid application of post-herbicide and hand removal as necessary to control weed growth in turf and beds. Remove all weeds.
- Pruning of uneven top or sucker growth to promote lateral branching, fullness, and uniform growth of shrubs. Pruning sucker growth or dead limbs from trees.
- Inspection of trees and shrubs for pests and control by spray applications of fungicide and insecticide as necessary.
- Policing all shrub beds and turf areas for debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.

CALENDAR OF MONTHLY MAINTENANCE (cont'd.)

- Pre-emerge - Cool Season Turf - Second application of Ronstar G to inhibit germination of crabgrass.
- Dead head all flowers.

JUNE

- Mowing turf to achieve a uniform, even cut and trimming around beds and small areas with a small mower.
- Removal of clippings, trash, and organic debris from curbs and gutters after mowing.
- Edging with metal blade type push edger and removal of organic debris from all curbs, walks, and roadways where adjacent to turf areas.
- Weed control by liquid application of post-herbicides and hand removal as necessary to control weed growth in lawns and beds. Remove all weeds.
- Pruning of uneven top or sucker growth to promote lateral branching, fullness, and uniform growth of shrubs. Pruning sucker growth or dead limbs from trees.
- Inspection of trees and shrubs for pests and control by spray applications of fungicide and insecticide as necessary.
- Policing all shrub beds and turf areas for debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Prune spring & winter-flowering shrubs as needed to maintain proper shape.
- Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Dead head all flowers.

JULY

- Mowing turf to achieve a uniform even cut and trimming around beds and small areas with a small mower.
- Removal of clippings, trash and organic debris from curbs and gutters after mowing.
- Edging with metal blade type push edger and removal of organic debris from all curbs, walks, and roadways where adjacent to turf areas.
- Weed control by liquid application of post-herbicides and hand removal as necessary to control weed growth in lawns and beds. Remove all weeds.
- Pruning of uneven top or sucker for pests and control by spray applications of fungicide and insecticide as necessary.
- Policing all shrub beds and turf areas for organic debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Dead head all flowers.

AUGUST

- Mowing turf to achieve a uniform, even cut and trimming around beds and small areas with a small mower.
- Removal of clippings, trash, and organic debris from curbs and gutters after mowing.
- Edging with metal blade type push edger and removal of organic debris from all curbs, walks, and roadways where adjacent to turf areas.
- Weed control by liquid application of post-herbicides and hand removal as necessary to control weed growth in lawns and beds. Remove all weeds.
- Pruning of uneven top or sucker growth to promote lateral branching, fullness, and uniform growth of shrubs. Pruning sucker growth or dead limbs from trees.
- Inspection of trees and shrubs for pests and control by spray applications of fungicide and insecticide as necessary.
- Policing all shrub beds and turf areas for organic debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.

CALENDAR OF MONTHLY MAINTENANCE (cont'd.)

- Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Dead head all flowers.

SEPTEMBER

- Mowing turf to achieve a uniform, even cut and trimming around beds and small areas with a small mower.
- Removal of clippings, trash and organic debris from curbs and gutters after mowing.
- Edging with metal blade type push edger and removal of organic debris from all curbs, walks, and roadways where adjacent to turf areas.
- Weed control by liquid application of post-herbicides and hand removal as necessary to control weed growth in lawns and beds. Remove all weeds.
- Pruning of uneven top or sucker growth to promote lateral branching, fullness, and uniform growth of shrubs. Pruning sucker growth or dead limbs from trees.
- Inspection of trees and shrubs for pests and control by spray applications of fungicide and insecticide as necessary.
- Policing all shrub beds and turf areas for debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Over seeding - Cool Season Turf Re-seed turf areas to maintain a healthy, thick, and attractive appearance.
- Aerate turf areas subject to compaction with a mechanical aerator in order to minimize soil compaction and allow absorption of water and nutrients.
- Pre-Emerge - Warm Season Turf - Application of Surflan.
- Prune perennial bulbs back to ground level as soon as leaf blades yellow and wilt due to cold weather. Apply 3 inches of mulch on ground surface over bulbs to insulate from cold.
- Plant annual color for fall/winter bloom.
- Dead head all flowers.

OCTOBER

- Mowing - Warm Season: Mowing lawn to achieve a uniform, even cut and trimming around beds and small areas with a small mower as needed.
- Mowing - Cool Season: Mowing lawn to achieve a uniform, even cut and trimming around beds and small areas with a small mower. May be performed infrequently to help establish seed germination.
- Removal of clippings, trash and organic debris from all curbs and gutters after mowing.
- Leaf removal – Begin policing fall leaf litter from turf, ground cover and shrub areas where appropriate.
- Edging with metal blade type push edger and removal of organic debris from all curbs, walks, and roadways where adjacent to turf areas.
- Weed control by hand removal as necessary to control weed growth in lawns and beds. Remove all weeds. If necessary for large outbreaks of weeds utilize weed control by liquid application of post-herbicides in areas where needed.
- Pruning of uneven top or sucker growth to promote lateral branching, fullness, and uniform growth of shrubs. Pruning sucker growth or dead limbs from trees.
- Inspection of trees and shrubs for pests and control by spray applications of fungicide and insecticide as necessary.
- Policing all shrub beds and turf areas for organic debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Fertilization - See Monthly Application Rates Table.
- Prepare irrigation system and wells for winter. Turn off irrigation system at main line to winterize system and prevent winter freeze damage. Make sure backflow preventer is well

CALENDAR OF MONTHLY MAINTENANCE (cont'd.)

- insulated or drained prior to first freeze. Blow out pipes using compressed air in areas where freezing could result in breakage.
- Add new mulch to planters where the mulch depth has been reduced to less than 2 inches (5 cm) thick. Mulch not required where shrubs or groundcover completely hide the soil surface from view.
- Dead head all flowers.
- Trim and shape trees by a licensed arborist. No landscape maintenance shall prune trees higher than 15' ft.

NOVEMBER

- Mowing and trimming of cool season turf as needed.
- Weed control by hand removal as necessary to control weed growth in lawns and beds. Remove all weeds. If necessary for large outbreaks of weeds utilize weed control by liquid application of post-herbicides in areas where needed.
- Pruning of uneven top or sucker growth to promote lateral branching, fullness, and uniform growth of shrubs. Pruning sucker growth or dead limbs from trees.
- Inspection of trees and shrubs for pests and control by spray applications of fungicide and insecticide as necessary.
- Policing all shrub beds and turf areas for organic debris, leaves and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Remove leaves that have fallen on turf, parking lots, walkways, and shrub beds as per frequency chart.
- Dead head all flowers.
- Closely examine all perennials which go dormant in winter. Carefully remove dead twigs, spent flower buds, fallen leaves, spent seed pods, etc. and dispose of properly.

DECEMBER

- Mowing and trimming of cool season turf as needed.
- Weed control by hand removal as necessary to control weed growth in lawns and beds. Remove all weeds. If necessary for large outbreaks of weeds utilize weed control by liquid application of post-herbicides in areas where needed.
- Pruning of dead or downed limbs from trees or shrubs.
- Policing all shrub beds and turf areas for organic debris, leaves, and trash.
- Replace any mulch that has spread out of beds. Excavate trench edges as needed.
- Remove leaves that have fallen on turf, parking lots, walkways, and shrub beds as per frequency chart.
- Prune any tree branches that interfere with public safety.
- Prune summer and fall-blooming shrubs as needed.
- Dead head all flowers.
- Closely examine all perennials which go dormant in winter. Carefully remove dead twigs, spent flower buds, fallen leaves, spent seed pods, etc. and dispose of properly.

Appendix V

Playground Mulch Schedule

APPENDIX V**PLAYGROUND MULCH SCHEDULE**

Month	Thrasher Park	Brundage Park	Summerour Park	Pinnacle Park
Jan	Full replenish	Full replenish	Full replenish	Full replenish
Feb	None	None	None	None
Mar	Merry-Go-All & Swing Set 1% of full replenish	None	None	None
Apr	50% of full replenish	50% of full replenish	50% of full replenish	50% of full replenish
May	Merry-Go-All & Swing Set 1% of full replenish	None	None	None
June	Merry-Go-All & Swing Set 1% of full replenish	None	None	None
July	Full replenish	Full replenish	Full replenish	Full replenish
Aug	Merry-Go-All & Swing Set 1% of full replenish	None	None	None
Sept	50% of full replenish	50% of full replenish	50% of full replenish	50% of full replenish
Oct	Merry-Go-All & Swing Set 1% of full replenish	None	None	None
Nov	None	None	None	None
Dec	Merry-Go-All & Swing Set 1% of full replenish	None	None	None

NOTE: Prior to all applications, the existing mulch (in the area to be mulched) shall be “fluffed.”

Appendix VI

Irrigation Controller Locations & Zones/Controller

APPENDIX VI

Irrigation Controller Locations & Zones/Controller

-Discovery Garden- Behind welcome center left corner wall.
13 zones, 6 days

-Welcome Center- Behind welcome center right corner wall.
7 zones, 4 days

-Cotton Gin- Back of building mounted on the wall next to A/C unit.
5 zones, 4 days

-Police Station- Telephone pole as you enter Police parking lot.
8 zones, 4 days

-Mauldin Park- Telephone pole behind Magnolia tree. As you enter parking lot.
13 zones, 5 days

-Jones Street- Lawrenceville St. and Jones St.
Telephone pole on Jones St. Next to sidewalk.
4 zones, 4 days

-Heritage Park- Control box across from Community center.
8 zones, 4 days

-Lillian Webb- Mounted on rock wall Next to College St.
22 zones, 6 days

-S. Peachtree St.- by Refuge coffee co. on utility pole along sidewalk.
1 zone, 3 days

-S Peachtree St- by chiropractic office on light pole.
2 zones, 4 days

-Jones St.- By The Crossing.
9 zones, 4 days

-Jones St.- By Iron horse on utility pole.
11 zones, 4 days

-Trasher Park- Behind stone entryway, in shrubs by generator.
28 zones, 4 days

-Veterans Park- Off sidewalk entrance from S. Peachtree St., by the light pole.
7 zones, 3 days

-Summerour Park- on back of building.
4 zones, 3 days

-Rossie Brundage Park-utility closet.
8 zones, 3 days

DRAFT

APPENDIX VII

SPECIES PRUNING GUIDELINES

- A. **Chinese/American Elm, Oak, Maple, Pine and Tulip Poplar spp., etc. (Large Canopy Trees):** Allow these trees to form a canopy head (for shade), maintain a clear trunk of approximately 8 ft. - 10 ft. , including the lowest branches. These trees need little to no pruning except for dead wood or growth on the main tree trunk and branches falling below the specified height. **NOTE: The Georgia Champion American Elm located in Betty Mauldin Park is under the care of separate contractor. DO NOT include care for this tree in this bid.**
- B. **Redbud, Dogwood, Sourwood, etc. (Understory Trees):** Allow these trees to grow virtually unpruned, remove only suckering branches from the root flare. Secondary branches that are low are acceptable on these species except in parks, along roads and in parking lots. Prune where tree branches would conflict with pedestrian or vehicular traffic trim as needed.
- C. **River Birch, Trident Maple, etc. (Multi-Trunk Canopy Trees):** Allow tree to form dense canopy. Remove suckering branches below 8'. Trim to maintain 3 to 5 main trunks. Remove dead or dying trunks as needed. Thin the canopy head annually to improve health removing 10-20% of the growth to encourage light penetration.
- D. **Zelkova and Pear spp:** These multi-trunked trees typically branch from a central location that quickly becomes weak and subject to catastrophic failure. Remove large branches from the crotch connection point to create a more open canopy and reduce the number of branches extending from one single connection point. Try to stagger cuts to create a stronger trunk. Keep canopy light and airy to ensure health of tree is maintained. When trees of these species split or become sick do not save them. Replace the trees with a more suitable urban tree.
- E. **Crape Myrtle: DO NOT CUT BACK SEVERELY EVERY YEAR!** In general, the Contractor is to allow this plant to form its natural shape. Remove all sucker growth from the lower branches weekly during the growing periods. Maintain three to seven main trunks (five is best) except for standards. Allow the tree to achieve a maximum height, often greater than 15 to 20 feet. Typically prune all stems of the tree only when the branches are creating a hazard or flowering has subsided significantly from previous seasons. Some minor thinning of the crown or topping may be beneficial to encourage a better rounded and even appearance. A good plan is to prune crape backs a few feet each season so that it is bigger and bigger each year, then on the fourth or fifth year cut all the way back just below the knuckle of the pruning from the four or five previous years. This reduces the creation of large unsightly nodes and keeps the tree healthy and full. **Never** are these trees to be cut back to 1/3 or 1/2 of their previous height leaving only the main canes/trunks.
- F. **Tree-Form Burford Holly, Wax Myrtle and Photinia:** Always remove sucker growth from the stems of these plants to 1/3 of the overall height of the plant. The plants should form a spreading canopy head and the plants are best when the branching character is allowed to be seen. Prune the plants approximately two (2) times each summer by removing the new shoots from the top of the plants and causing them to thicken up and spread out. (Do not shear the tops to create "mushroom" style shapes out of these trees).
- G. **Evergreen Shrubs: (Except Hedges):** Do not prune into individual shrubs. Allow to form a dense mass of plants at a height determined by the Representative. Trim twice annually only to remove dead wood, and atypical shoots. Do not shear (except for boxwoods). Cut individual branches deeper within the shrub to encourage light within and promote fullness at lower areas of the hedge.
- H. **Evergreen Shrubs: (Used as a hedge type plant):** Prune two (2) times a year, 1st after initial spring growth spurt and second at the beginning of dormancy before new buds are set. Keep fairly tight in character. Height to be determined by the Representative.



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City of Norcross

Legislation Details (With Details)

File #:	22-6550	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	Lillian Webb Handicap Ramp		

Sponsors:**Code Sections:****Attachments:**

1. [Agenda Report - Lillian Webb Park Handicap Ramp Options](#)
2. [A1\) Lillian Webb Option 1 exhibit and cost](#)
3. [A2\) Lillian Webb Option 2 exhibit and cost](#)
4. [A3\) Lillian Webb Option 3 Exhibit](#)
5. [A4\) Lillian Webb Option 4 Exhibit](#)
6. [A5\) Truck & Tap Arch site plan](#)
7. [A6\) Photos Along Britt Ave](#)

Title

Lillian Webb Handicap Ramp

Drafter

Matthew Zaki

Motion

A motion to approve/deny option ____ for the construction the pedestrian connection from the upper level to the lower level at Lillian Webb Park.



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Agenda Report

To: Mayor and Council
From: **Matthew Zaki**
Agenda: September 6th, 2022 – Regular Meeting
Agenda #: 22-6550
Item: **Lillian Webb Park Handicap Ramp options**
CC: Eric Johnson

Recommendation

Approve Option 4, a 5' sidewalk along Britt Ave to provide a direct connection from the upper level to the Lower level of Lillian Webb Park

Background

Based on direction from Mayor and Council and the lack of direct connection between the upper and lower parts of Lillian Webb Park, staff along with On-call consultants have investigated different alternatives to accomplish that connection.

Three options were presented during the August's Policy Work Session, after discussion, staff was directed to consider an alternative option along Britt Ave. That option was evaluated by staff, exhibit 4 is the outcome, showing the 5' sidewalk connection along Britt Ave from the intersection of Britt Ave with College Street. A light post, an existing Water Meter, as well as an existing irrigation line located behind the curb are features that will have to be relocated to install the sidewalk, minor grading will be required to properly drain the areas in the right of way to the stormwater structures along Britt Ave.

At the intersection of College Street and Britt Ave, a pedestrian crossing will be proposed to be stripped, handicap ramps will be constructed on both sides of College Street. One dead tree will be removed to allow for the construction of the sidewalk. The removal of any trees can be compensated for in other areas in the park

It is worth noting that Truck and Tap applied for a building permit for their parcel located at the intersection of college street and Britt Ave. City staff coordinated with the on-call engineer to ensure the following among other items will be required during the Land disturbance permit application:



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1. A 5' sidewalk along Britt Ave will be required and connected to the sidewalk shown along College Street.

The city will require from the owner/developer to compensate the city for the portion of 5' concrete sidewalk along the Britt Ave frontage of their property rather than wait for the release of the LDP and the beginning of construction and development of their site.

Financial Impact

Option 1 provides a switchback ramp and is estimated to cost \$835,000

Option 2 provides a more astatic ramp and is estimated to cost \$1,080,000.00

Option 3 provides a sidewalk connection via Britt Ave and will cost \$20,000.

Option 4 provides a 5' sidewalk connection along Britt Ave from the intersection at college street, estimated costs should not exceed \$40,000

This project will be funded by 2017 SPLOST

Consistent with Comprehensive Plan?

Proceeding with any of the options enforces Goal 2 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Continue to strength Norcross as a livable, inclusive, and safe Environment as well as Goal 3 to promote safe and efficient transportation for pedestrians, cyclists.

Next Steps

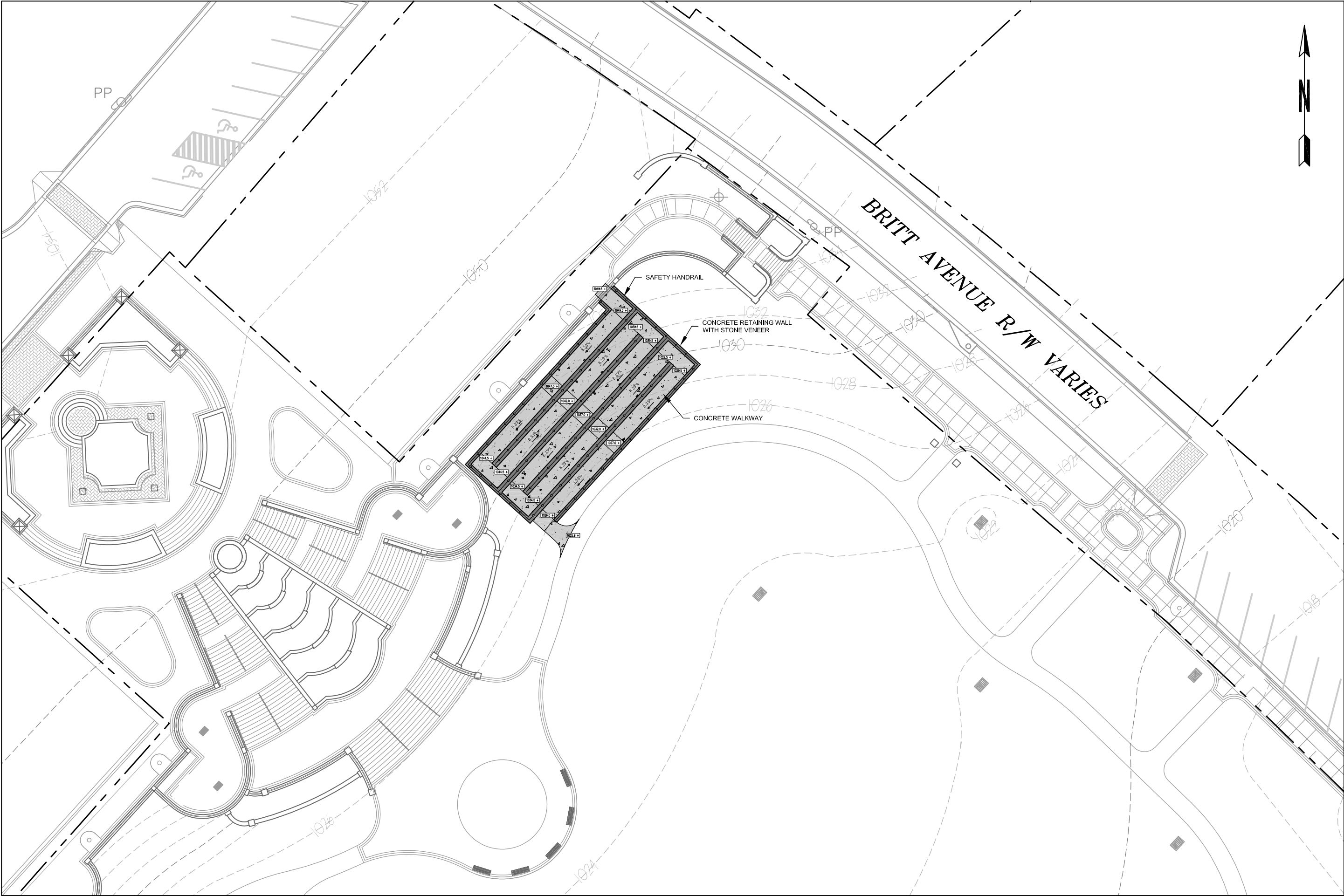
Upon approval, Staff will coordinate with a contractor to construct the sidewalk.

Attachments

- 1) Lillian Webb Option 1 exhibit and cost
- 2) Lillian Webb Option 2 exhibit and cost
- 3) Lillian Webb Option 3 exhibit
- 4) Lillian Webb Option 4 exhibit
- 5) Truck and Tap Architect site Plan
- 6) Photos along Britt Ave

Update

N/A



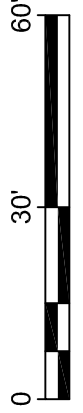
SCALE:	1" = 30'
CHECKED BY:	NA
DRAWN BY:	SB
DATE:	08/03/2022



COLLABORATION BY DESIGN
keckwood.com

Lillian Webb Park
ADA Ramp Exhibit
Option 1

JOB NUMBER: 220262



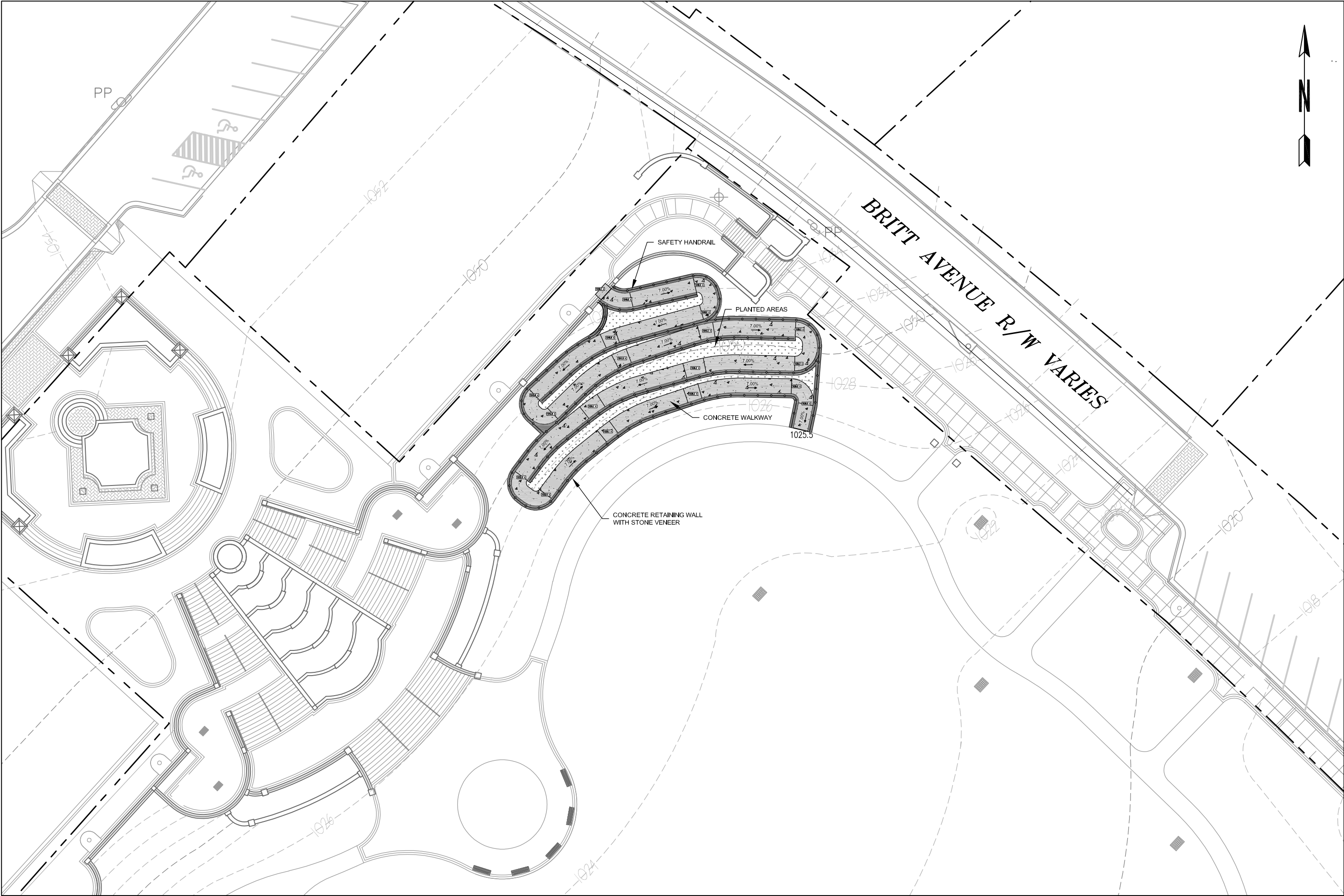
SCALE: 1" = 30'

EXHIBIT NO.
P-1

Concept Level Cost Estimate
Lillian Webb Park ADA Ramp

Option 1

Item	Unit	Quantity	Unit Price	Cost
Grading Complete	LS	1	\$ 163,000.00	\$ 163,000.00
Class A Concrete, Incl. Reinf. Steel	CY	400	\$ 1,200.00	\$ 480,000.00
Stone Veneer	SF	2600	\$ 50.00	\$ 130,000.00
Handrail	LF	500	\$ 100.00	\$ 50,000.00
Concrete Sidewalk	SY	240	\$ 50.00	\$ 12,000.00
TOTAL				\$ 835,000.00



SCALE:	1" = 30'
CHECKED BY:	NA
DRAWN BY:	SB
DATE:	08/03/2022



COLLABORATION BY DESIGN
keckwood.com

Lillian Webb Park
ADA Ramp Exhibit
Option 2
JOB NUMBER: 220262

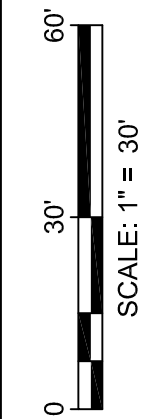
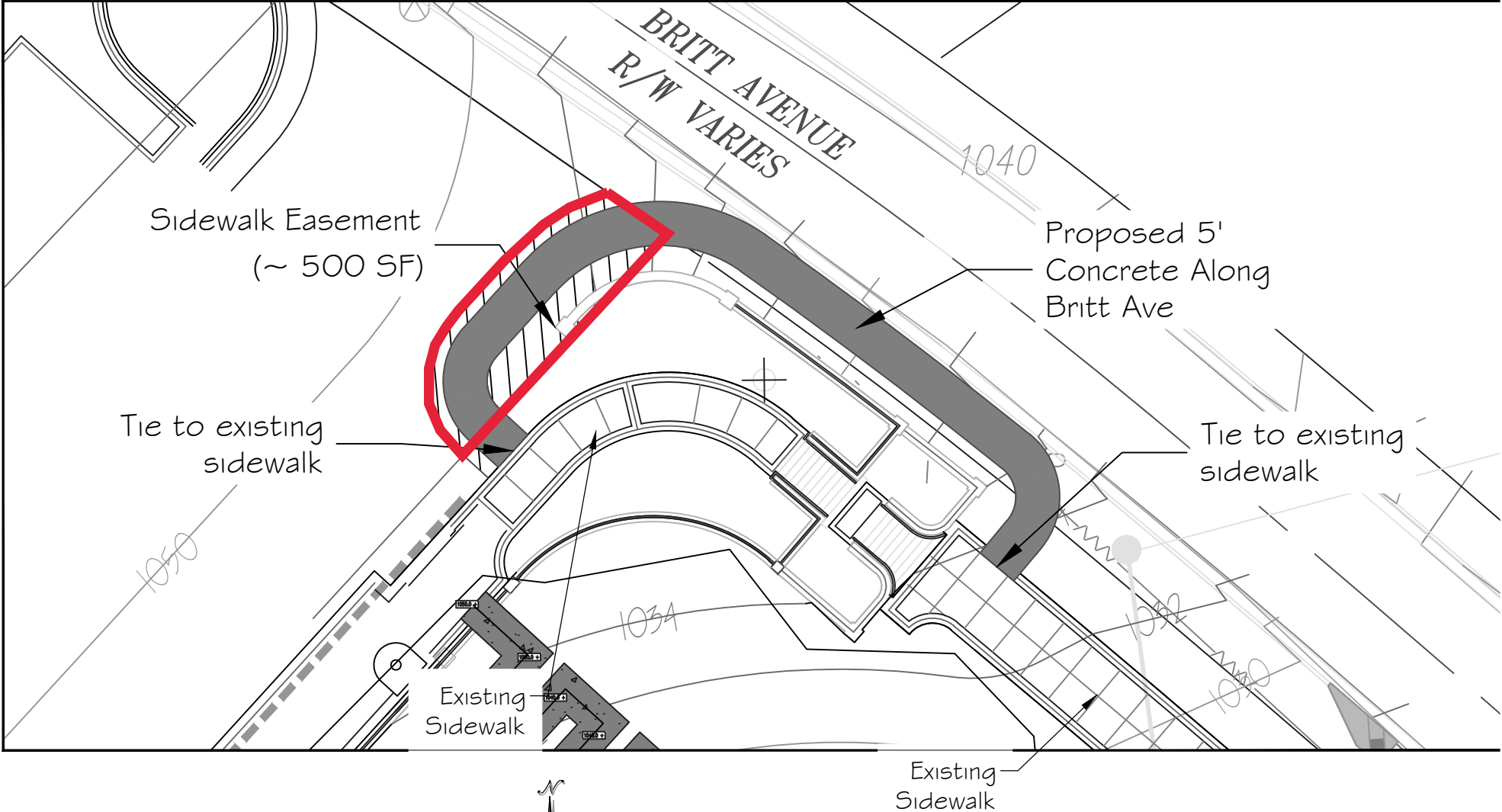


EXHIBIT NO.
P-2

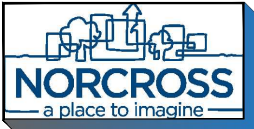
Option 2

Item	Unit	Quantity	Unit Price	Cost
Grading Complete	LS	1	\$ 215,000.00	\$ 215,000.00
Class A Concrete, Incl. Reinf. Steel	CY	500	\$ 1,200.00	\$ 600,000.00
Stone Veneer	SF	3400	\$ 50.00	\$ 170,000.00
Handrail	LF	700	\$ 100.00	\$ 70,000.00
Concrete Sidewalk	SY	300	\$ 50.00	\$ 15,000.00
Landscaping	LS	1	\$ 10,000.00	\$ 10,000.00
TOTAL				\$ 1,080,000.00

Option 3

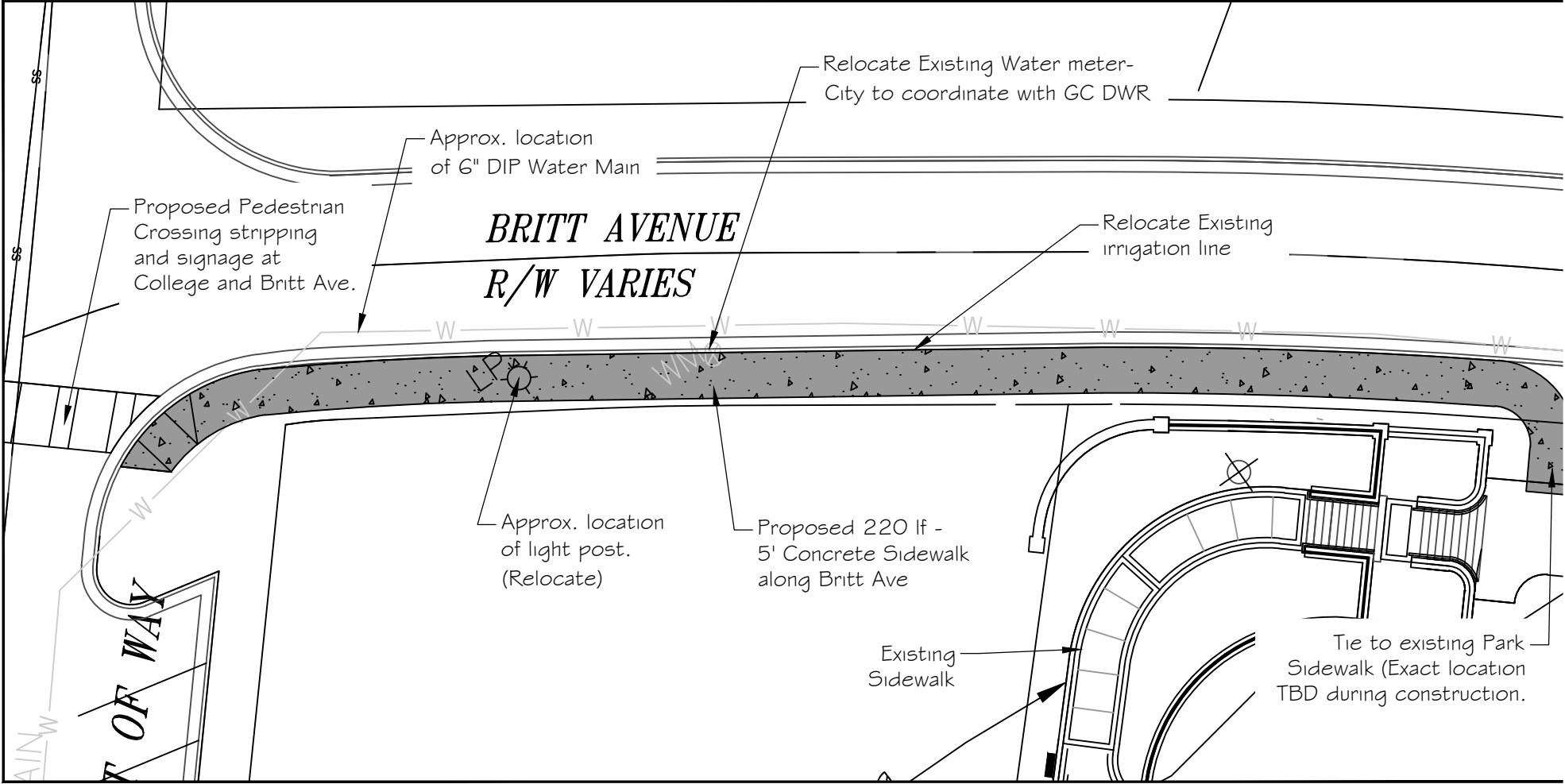


CITY OF NORCROSS
BRITT AVE SIDEWALK CONNECTION



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000

Option 4



CITY OF NORCROSS
BRITT AVE SIDEWALK CONNECTION



CITY OF NORCROSS
PUBLIC WORKS, UTILITIES AND PARKS
345 LIVELY AVE NORCROSS, GA 30071
TEL: (678) 421-2000



619 EAST COLLEGE AVENUE, SUITE D1
DECATUR, GA 30030
PH: 404.214.5797

X	07/06/2022	PERMIT SET
A	08/18/2022	PERMIT COMMENTS

PROJECT NUMBER:
22-606

TRUCK & TAP - NORCROSS
TRUCK & TAP DULUTH, LLC
37 COLLEGE ST, NORCROSS, GA 30071

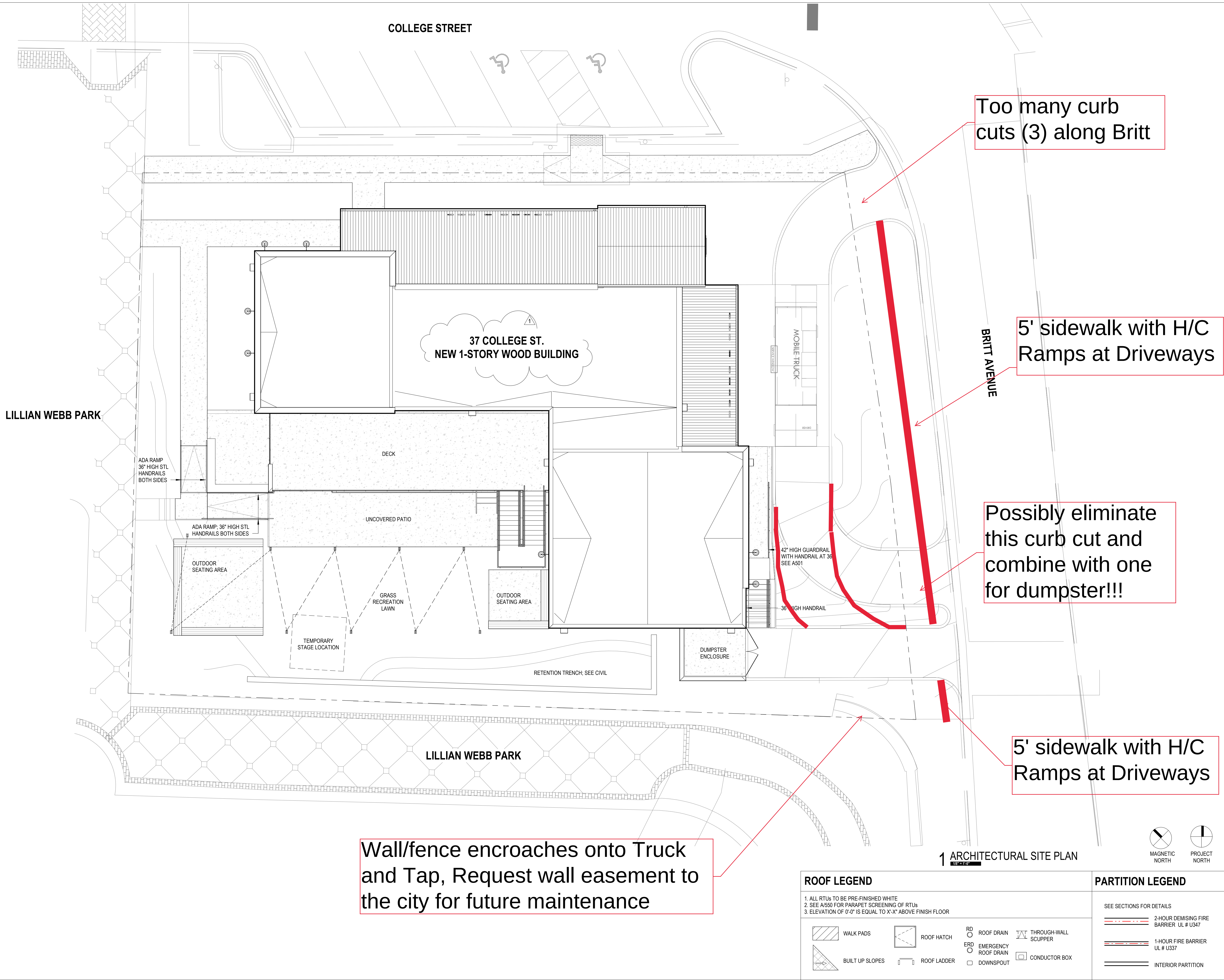
Attachment: A5) Truck and Tap Arch site plan (22-6550 : Lillian Webb Park Handicap Ramp Options)

SITE PLAN

A100

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RELEASED FOR CONSTRUCTION









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City of Norcross

Legislation Details (With Details)

File #:	22-6553	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/6/2022 6:30 PM	In Control:	Policy Work Session
Title:	Redistribution of ARPA Funds		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Redistribution of ARPA Funds](#)

Title
Redistribution of ARPA Funds

Drafter
Councilmember Josh Bare

Motion
A motion to Approve/Deny redistribution of unspent American Rescue Plan Act (ARPA) funds previously allocated to small businesses, in the following manner:



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **MATT MYERS** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**
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Agenda Report

To: Mayor and Council
From: Councilmember Josh Bare
Meeting Date: August 15, 2022 – Policy Work Session
Item No.: 22- 6553
Title: Redistribution of ARPA Funds
CC: Eric Johnson, City Manager

Recommendation – Approve redistribution of unspent American Rescue Plan Act (ARPA) funds previously allocated to small businesses.

Background – The City has received about \$6.2 million in ARPA funds through two distributions – one in 2021 and a second in 2022. On the recommendation of the City’s ARPA Advisory Commission, Mayor and Council allocated \$720,000 in grants to small businesses, \$480,000 in grants to non-profits helping individual households, and the balance to stormwater projects. Of the \$720,000 for businesses, ACE was awarded \$72,000 for program administration (marketing, application review and selection of awardee). ACE is also eligible for \$42,000 for business advisory services to small business grant recipients.

A request for applications from small businesses has resulted in no business meeting eligibility guidelines established by the ARPA Advisory Commission – specifically, that the business cannot have previously received federal Covid-relief funding.

The City has other eligible uses for ARPA funding. Given the time that has passed since the most significant impacts of Covid on employers and given no Norcross business has met the eligibility requirements set by the ARPA Advisory Commission despite the deadline for application being extended and significant marketing by staff, the funds can be used for other eligible purposes.

Financial Impact – \$720,000 is available, less an amount of up to \$72,000 to be paid to ACE for program administration. Revised ARPA guidelines would allow these funds to be used for a wider range of governmental uses than originally identified. For recipients electing the “Standard Allowance”, Treasury will presume that up to \$10 million in revenue, not to exceed the award allocation, has been lost due to the public health emergency and recipients are permitted to use that amount to fund “government services.”

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

Next Steps – Select an alternate use for the funds.

Attachments – None