

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Tuesday, September 8, 2020

6:30 PM

Teleconference

Please click the link below to join the meeting:

<https://zoom.us/j/97000880870>

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

- 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**

[20-5842](#)

Approval of Previous Meeting Minutes

[Special Called Meeting - Special Meeting - Aug 3, 2020 11:00 AM](#)

[Mayor and Council - Regular Meeting - Aug 3, 2020 6:30 PM](#)

[Special Called Meeting - Special Meeting - Aug 17, 2020 5:30 PM](#)

[Policy Work Session - Regular Meeting - Aug 17, 2020 6:30 PM](#)

[Mayor and Council Visioning Session - Visioning Session - Aug 20, 2020 6:30 PM](#)

[Special Called Meeting - Executive Session - Aug 24, 2020 6:30 PM](#)

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

[20-5843](#)

Acceptance of the Agenda

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

[20-5840](#)

Important Announcements and Updates Regarding COVID-19

The Mayor and Council will be joined by Dr. Arona, District Health Director, and CEO of Gwinnett, Newton, and Rockdale County Health Departments who will present critical information and updates regarding COVID-19

[20-5841](#)

Proclamation Recognizing Building Babies' Brains Day in Gwinnett County

A proclamation recognizing Building Babies' Brains Day in Gwinnett County, presented by Mayor Craig Newton.

[PROCLAMATION - Building Babies' Brains Day](#)

[20-5845](#)

20-5845 : Proclamation Honoring Retired City Manager, Rudolph Smith

A proclamation, presented by Mayor Craig Newton, honoring City Manager, Rudolph Smith, on the occasion of his retirement from the City of Norcross.

[Proclamation Honoring City Manager](#)

- H. **Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. **Comments by Citizens**
 - b. **Comments by Council**
- PH. **Public Hearings**
- J. **Reports of the Mayor and Council Members**
 - a. **General Announcements**

September Calendar of Events

All City events have been canceled due to precautionary measures for COVID-19.

- K. **Board Appointments**
 - [20-5844](#) **Board Appointment - Sustainable Norcross Commission**

- L. **Approval of Consent Agenda**

- 1. [20-5822](#) **Tantalus Systems, Inc. Contractor Agreement**

Norcross Power is seeking approval on the Contractor Agreement between the City of Norcross and Tantalus Systems, Inc.

[Memo - Norcross Power Tantalus](#)
[Norcross Executive Summary](#)
[Tantalus GE Analysis](#)
[Norcross GA \(ECG Member\) Tantalus Network Systems Agreement](#)
[Norcross SAT \(002\)](#)
[Norcross Project Completion Report 20200806](#)
[Tantalus PO](#)
[Email Correspondence from Tantalus Legal Team](#)
- 2. [20-5820](#) **Police Administration Design Agreement/LEED Design**

Discussion of final contract agreement with LEED fees.

[PWUP20-02 Consultant Agreement, Police Admin Reno Design](#)
- 3. [20-5788](#) **PWUP 20-01 Downtown Norcross Compactor Enclosure**

Discussion regarding proposed location of Compactor Enclosure.

[2020-07 Compactor Enclosure Memo](#)
[2020-08 Wingo St Trash Collection Matrix](#)
[2020-07-28 Compactor ALT](#)
[Boundary and Topo-Survey 24 x 36 REV1](#)

4. [20-5673](#) **Reconstruction of the Boards, Commissions, and Authorities Policies and Procedures**
Proposed policies and procedures for Boards, Commissions, and Authorities.

[2020 BCA Reconstruction Outline](#)
[2020 BCA Manual](#)
[2020 BCA Chart](#)
[2020 BCA Oath of Office](#)
5. [20-5827](#) **Activation of the Norcross Development Authority**
Consideration of an amendment to the City Code of Ordinances to activate the Norcross Development Authority.

[Sec. 2-153 Norcross Development Authority Ordinance xx-2020](#)
6. [20-5821](#) **Generator Replacement**
Public Works, Utilities & Parks is seeking approval to request funds from the MEAG Trust for the purpose of replacing the control panel and associated components for the generator at City Hall.

[Memo - Generator Replacement](#)
[EMCP 4.2 Control Panel Retrofit](#)
[EMCP 4.2B UPGRADE DOOR KIT](#)
[Rental Quote - EMCP and CDVR Upgrade](#)
7. [20-5846](#) **Face Covering Discussion**
Mayor and Council will discuss passing a resolution that extends and reinforces a previously issued executive order requiring that face coverings be worn in all City buildings.

[Resolution Encouraging the Use of Masks](#)
[City Property Mask Mandate](#)
[Ordinance Mandating The Use of Masks](#)

M. **Items for Discussion**

N. **Adjourn in memory of**

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

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

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



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5842	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion

A motion to Approve the meeting minutes for the August 3rd Special Called Meeting, Regular Council Meeting, and Executive Session, the August 17th Special Called Meeting, Policy Work Session and Executive Session, and the August 20th and August 24th Special Called Meeting and Executive Session.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 3, 2020

11:00 AM

Teleconference

Special Called Meeting

Mayor Craig Newton
Mayor Pro Tem Josh Bare
Councilmember Andrew Hixson
Councilmember Elaine Puckett
Councilmember Matt Myers
Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Aug 3, 2020 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	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Elaine Puckett	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	
Craig Newton	Mayor	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. 20-5787: Millage Rate**

RESULT: THIS MATTER WAS REFERRED TO

Next: 8/3/2020 6:30 PM

TO: Mayor and Council

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

The meeting was adjourned at 11:12 AM with a motion by Councilmember Andrew Hixson and seconded by Councilmember Elaine Puckett. The vote was unanimous 5-0.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Aug 3, 2020 11:00 AM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 3, 2020

6:30 PM

Teleconference

Copy and paste the link below to view recording of the meeting.

https://zoom.us/rec/share/5eFSJPbw32hIGJ3X2m7HQbZwJ7TaX6a8gyEc_fZcmhttpgEfRf2rLxq8Vsg8YrarB?startTime=1596493952000

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Aug 3, 2020 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	
Josh Bare	Mayor Pro Tem	Present	
Andrew Hixson	Councilmember	Present	
Elaine Puckett	Councilmember	Present	
Matt Myers	Councilmember	Present	
Bruce Gaynor	Councilmember	Present	

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

- E. Presentation of previous meetings minutes for acceptance
- 20-5806: Approval of Previous Meeting Minutes**

Motion

A motion to Approve the July 6th Regular Council Meeting Minutes and Executive Session, the July 20th Special Called Meeting, Policy Work Session and Executive Session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Newton, Bare, Hixson, Puckett, Myers, Gaynor

Mayor and Council - Regular Meeting - Jul 6, 2020 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Newton, Bare, Hixson, Puckett, Myers, Gaynor

Special Called Meeting - Special Meeting - Jul 20, 2020 5:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Newton, Bare, Hixson, Puckett, Myers, Gaynor

Policy Work Session - Regular Meeting - Jul 20, 2020 6:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Newton, Bare, Hixson, Puckett, Myers, Gaynor

Minutes Acceptance: Minutes of Aug 3, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

F. Set agenda as presented for scheduled meeting.**20-5807: Acceptance of the Agenda**

Motion

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

20-5788: PWUP 20-01 Downtown Norcross Compactor Enclosure

20-5809: 89 Jones Street Sale to Norcross Presbyterian

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Bruce Gaynor, Councilmember
AYES:	Newton, Bare, Hixson, Puckett, Myers, Gaynor

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**20-5808: Important Announcements and Updates Regarding COVID-19**

RESULT:	DISCUSSED
TO:	Policy Work Session

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

a. Comments by Citizens

b. Comments by Council

PH. Public Hearings**20-5787: Millage Rate**

Motion

A motion to set the 2020 Tax Millage Rate on property assessments for the City of Norcross at 6.749 for submission to the Gwinnett County Tax Assessor's Office.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Newton, Bare, Hixson, Puckett, Myers, Gaynor

J. Reports of the Mayor and Council Members

a. General Announcements

August Calendar of Events

All City events have been canceled due to precautionary measures for COVID-19.

Minutes Acceptance: Minutes of Aug 3, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

K. Board Appointments**L. Approval of Consent Agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josh Bare, Mayor Pro Tem
SECONDER:	Matt Myers, Councilmember
AYES:	Newton, Bare, Hixson, Puckett, Myers, Gaynor

1. 20-5789: Change Order IGA for Langford/N Peachtree Intersection Improvements

Motion

A motion to Approve the proposed Change Order No. 1 between Gwinnett County and the City of Norcross regarding the 2017 SPLOST IGA for Langford/N Peachtree intersection improvements to provide mast-arm signal poles in lieu of standard strain poles at the cost of \$20,000, funded by current year Contingency Funds.

2. 20-5790: Gwinnett County/Cities MOA for Metro North Georgia Water Planning District Compliance

Motion

A motion to Approve the proposed Memorandum of Agreement between Gwinnett County and local Cities for Norcross to meet the requirements of Watershed 10 and Watershed 11 of the Metro District Plan.

3. 20-5791: Hazard Mitigation Adoption Resolution

Motion

A motion to Approve the adoption of a resolution, as a requirement of the Gwinnett County Multi-Jurisdictional Hazard Mitigation Plan, to be eligible for federal funding for hazard mitigation.

M. Items for Discussion**1. 20-5788: PWUP 20-01 Downtown Norcross Compactor Enclosure**

Motion

This item was tabled to the August 17, 2020 Policy Work Session.

RESULT:	TABLED TO [UNANIMOUS]
	Next: 8/17/2020 6:30 PM
TO:	Policy Work Session
MOVER:	Bruce Gaynor, Councilmember
SECONDER:	Elaine Puckett, Councilmember
AYES:	Newton, Bare, Hixson, Puckett, Myers, Gaynor

2. 20-5809: 89 Jones Street Sale to Norcross Presbyterian

Motion

A motion to Approve the sale of the 89 Jones Street Property to Norcross Presbyterian Church, Inc. for the total sales price of \$645,000 as proposed by the Downtown Development Authority of the City of Norcross, and in substantially the same form as shown on the draft closing statement

and draft limited warranty deed attached to this agenda item, be approved by the City of Norcross; that the March 14, 2018 Intergovernmental Agreement between the Downtown Development Authority and the City of Norcross be terminated upon said sale, subject to the satisfaction of the promissory note to the City and the cancellation of the Deed to Secure Debt as set forth in paragraph 8 of the IGA; and that the Mayor be authorized to execute any and all documents on behalf of the City that may be necessary to effectuate said closing.

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

N. Adjourn in memory of

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

The meeting was adjourned at 7:45 PM with a motion by Mayor Pro Tem Josh Bare and seconded by Councilmember Andrew Hixson. The vote was unanimous 5-0.

P. Signed by: _____ Mayor Craig Newton

Q. Attest: _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Aug 3, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 17, 2020

5:30 PM

Teleconference

Meeting Recording:

https://zoom.us/rec/share/4uZMdamvzXlJbp3Jq2fPW04LQrXKaaa80XBN_KJbzkwV_VnHm2nw1cfdXQtyLqbu

Special Called Meeting

Mayor Craig Newton
Mayor Pro Tem Josh Bare
Councilmember Andrew Hixson
Councilmember Elaine Puckett
Councilmember Matt Myers
Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Aug 17, 2020 5:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Craig Newton

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

Special Meeting was called to order at 5:34 PM by Mayor Craig Newton

B. Roll Call (recorded)**C. Comments by Citizens****PH. Public Hearings****PH. 20-5738: FY2020-2021 Budget Review**

Motion

A motion to Approve the FY2020-2021 Budget as presented by the attached Resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Mayor Pro Tem
AYES:	Josh Bare, Andrew Hixson, Matt Myers, Bruce Gaynor
ABSENT:	Elaine Puckett

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

The meeting was adjourned at 5:45 PM with a motion by Councilmember Bruce Gaynor and seconded by Councilmember Andrew Hixson. The vote was unanimous 4-0.

G. Signed by _____ Mayor Craig Newton

H. Attest _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Aug 17, 2020 5:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 17, 2020

6:30 PM

Teleconference

Meeting Recording:

https://zoom.us/rec/share/18teLrCrqURJZgfg-WPeQJAdMITVT6a8g3RL8_UJnnk9CQA_A0GAF9W4wtChvT0

Policy Work Session

Mayor Craig Newton
Mayor Pro Tem Josh Bare
Councilmember Andrew Hixson
Councilmember Elaine Puckett
Councilmember Matt Myers
Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Aug 17, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

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

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

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

Tree Board - Blake Manton

D. General Updates

*Wayfinding Update - Pam Ledbetter

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

Mayor and Council will consider an appointment to the following commission:

Sustainable Norcross Commission

G. Items for Discussion**1. 20-5808: Important Announcements and Updates Regarding COVID-19**

RESULT: DISCUSSED

2. 20-5822: Tantalus Systems, Inc. Contractor Agreement

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/8/2020 6:30 PM

TO: Mayor and Council

3. 20-5820: Police Administration Design Agreement/LEED Design

RESULT: THIS MATTER WAS REFERRED TO

Next: 9/8/2020 6:30 PM

TO: Mayor and Council

4. 20-5788: PWUP 20-01 Downtown Norcross Compactor Enclosure

RESULT: THIS MATTER WAS REFERRED TO

Next: 8/20/2020 6:30 PM

TO: Mayor and Council Visioning Session

Minutes Acceptance: Minutes of Aug 17, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

5. **20-5821: Generator Replacement**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 9/8/2020 6:30 PM
TO:	Mayor and Council

6. **20-5819: Banner and Other Temporary Sign Enforcement Discussion**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 10/5/2020 6:30 PM
TO:	Mayor and Council

7. **20-5673: Reconstruction of the Boards, Commissions, and Authorities Policies and Procedures**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 9/8/2020 6:30 PM
TO:	Mayor and Council

8. **20-5827: Activation of the Norcross Development Authority**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 9/8/2020 6:30 PM
TO:	Mayor and Council

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

The meeting was adjourned at 8:41 PM with a motion by Councilmember Bruce Gaynor and seconded by Councilmember Matt Myers. The vote was unanimous 5-0.

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

Minutes Acceptance: Minutes of Aug 17, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Thursday, August 20, 2020

6:30 PM

Teleconference

Meeting Recording:

https://zoom.us/rec/share/te9ef6Pt_zlIWp3X2WrWHaFxB4-5eaa8gCZI_pYmk8rwy9Hdff-ZY8n8vtDc2Wy

Mayor and Council Visioning Session

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Aug 20, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

I. Call to Order

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

Visioning Session was called to order at 6:34 PM by Mayor Craig Newton

II. Discussion Items**1. 20-5832: Census Updates**

00:00:00 - 00:02:58

The city is at 56.6% completion for Census. Sonya will provide 2010 reporting statistics to see current trends.

RESULT:	DISCUSSED
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2. 20-5788: PWUP 20-01 Downtown Norcross Compactor Enclosure

00:02:59 - 00:30:59

The merchants were alerted of the idea. The impact of this project would double the price for merchants.

Kate reached out to three businesses and all three were against changing out the compactor. Due to the economic crisis, this addition would be a burden to the businesses. Once the restaurants are back up to 100% capacity, this topic should be revisited.

The council has agreed to put this project on hold for a while. This item will be sent to the September Regular meeting to rescind the contract.

Erica will confirm if there will be costs relative to the rescinding of the contract.

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 9/8/2020 6:30 PM
TO:	Mayor and Council

Minutes Acceptance: Minutes of Aug 20, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

3. 20-5831: 2020 Construction Highlights

00:31:01 - 01:07:27

Brunswick Project- \$40 million capital investment; Scheduled for completion fall 2020 (Still in Progress)

Broadstone Junction- \$100 million project; 354 Units; 200 apartments; 90 loft style apartments; 64 town homes.

The Kelly- 47 townhomes; There is one more string of buildings before completion.

Railroad Crossing- Erica received comments from the Railroad regarding the next steps in proceeding with this project. Current drawings will have to be revised, resubmitted, and brought before the Council. Erica will bring topic back before council for discussion.

Bromolow Park on Buford Highway; 70 townhomes; Land disturbance permit was requested 1.5 months ago; once financials are received construction will begin.

Pinnacle Town Homes- 24 townhomes; construction has begun; Scheduled completion in middle to late 2021.

Sierra West- 14 units; Still in the review process; Awaiting the submission of Civil Plans. The Project is making forward progress.

Thrasher Street- 5 Units; working on sewer and storm water easements.

Multifamily Development on Buford Highway- 144 Units and a small retail building; \$17 million investment.

Rudolph and staff will investigate and utilize a formula that compares the businesses ratio to residential and bring their findings before the Mayor and Council. William and Tara will gather the numbers.

Hunter Walker Trail (01:14:23 - 01:19:40) Angelika Domschke used her painting talents to make unsightly manholes more enjoyable along the Hunter-Walker Trail in Norcross. Councilman Hixson brought up the idea to extend the trail into a wooden path to connect the man holes easement to Hopewell Property and extend it even further to Hunter Walker Trail. The Mayor will begin conversation with property owners near the trail and return to Council for discussion.

RESULT:	DISCUSSED
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4. 20-5830: Library Updates

01:07:48 - 01:14:23

\$12 million project; Completion date of fall 2021; 22,000sqft library; The County contacted Mayor and Council to request a virtual groundbreaking; Norcross is the most used library in Gwinnett County; The concrete pouring is finishing up and the elevated slab should be finished in the fall. There are no current schedule delays for this project.

RESULT:	DISCUSSED
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Minutes Acceptance: Minutes of Aug 20, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

5. 20-5829: COVID Mitigation Updates

01:19:41 - 02:00:32

Melissa led a conversation regarding her findings on the COVID Cares Act reimbursements, sharing that the City may submit reimbursements to the County before December 31st. Melissa has been following GMA and is overseeing the submission of all COVID expenses and reimbursements. One reimbursement has been filed, covering March-June. A new finding from the Department of Treasury showed that the payroll for public safety personnel could be reimbursed. Melissa is continuing to search for other eligible reimbursements. A \$413,000 reimbursement has been submitted. \$2.5 million is expected to be submitted by December 31st.

The Mayor led a discussion regarding the creation of an "UberEats Park". The Mayor shared with staff the idea of utilizing the portion of the Darnell parking lot that the City owns and installing pergolas and tables for people wanting to enjoy the ambiance of eating downtown in a safe manor. This park would be fully reimbursable, therefore, at no cost to the City. Cate surveyed the downtown merchants to have them weigh in on the idea. The majority of the merchants thought this would be a great idea, along with the restaurant owners being thrilled.

Councilmember Gaynor shared that there was an incident at the Darnell lot. A customer parked in an improper parking spot and an argument ensued and police were called as it related to these spots not being public property. Because public parking is valuable, Councilmember Gaynor mentioned that we should be more open about the fact that there is public parking available on City property on the backside to avoid future incidents.

Cate shared that the City will be going back to no employee or merchant parking in the immediate downtown area to alleviate issues with parking and free up more parking spaces for patrons.

Councilmember Puckett opened up the conversation regarding the possibility of establishing a mask mandate on all City property.

Councilmember Gaynor suggested that Mayor and Council pass a resolution to extend and reinforce the previously issued executive order requiring that masks be worn in all City buildings. He also suggested that the resolution encourage that all City merchants follow suit by requiring their employees and customers to wear masks inside their establishments. With this, Councilmember Gaynor also suggested the masks be contributed by the City. A survey may be needed in order to determine how many cases would be needed to provide masks to businesses. These costs could be incorporated into the COVID Cares Act.

The Mayor offered to connect with Mayors from other Cities to discuss what they've found to be effective verses ineffective in this process. Council will determine how active and involved they would like the Police Department to be in enforcing this resolution. To avoid reinventing the wheel, prewritten language passed down from effective operation processes may be emulated to create a resolution.

RESULT:	DISCUSSED
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Minutes Acceptance: Minutes of Aug 20, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

6. 20-5833: 20-5833: Proposed Board Retreat*02:00:35 - 02:10:30*

Councilmember Gaynor led a discussion regarding the idea of a meeting between Mayor and Council and the BCA's. Years ago, there was a segment in the retreat where BCA's were invited to have open discussion with Council. Councilmember Gaynor proposed to revive this in a purposeful way inviting each board to spend a specific amount of time with Council in a retreat style format. This could be done by scheduling a Saturday where each BCA comes out for 30-45 minutes. Each BCA would have an agenda of topics in advance so that they can get to know Mayor and Council, better understand what's expected of them, and so that Mayor and Council can listen to their suggestions and what they desire to accomplish in their area of expertise. The purpose of this retreat is to show the Boards that they are highly valued and a significant part of Norcross culture. Councilmember Gaynor would like to set this up in the fall, preferably late September, which would give everyone a chance to prepare, but not wait too long. The majority of the Council agreed that this should be held virtually. Councilmember Gaynor will send an email to Council sharing preferred process.

Councilmember Myers requested that the BCA Manual be passed prior to the retreat taking place. The BCA Manual will be approved at the September 8th Regular Council Meeting.

RESULT:	DISCUSSED
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III. Adjourn to Exec Session Real Estate, Legal, and Personnel

The meeting was adjourned at 9:01 PM with a motion by Councilmember Bruce Gaynor and seconded by Councilmember Elaine Puckett. The vote was unanimous 5-0.

IV. Signed by: _____ **Craig Newton, Mayor**

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

Minutes Acceptance: Minutes of Aug 20, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, August 24, 2020

6:30 PM

Teleconference

Special Called Meeting

Mayor Craig Newton

Mayor Pro Tem Josh Bare

Councilmember Andrew Hixson

Councilmember Elaine Puckett

Councilmember Matt Myers

Councilmember Bruce Gaynor

Minutes Acceptance: Minutes of Aug 24, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Craig Newton

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

The meeting was called to order at 5:30 PM by Mayor Craig Newton

B. Roll Call (recorded)**C. Meeting Closed for Executive Session to Discuss Legal Personnel, and Real Estate**

The meeting was adjourned at 5:32 PM. The vote was unanimous 5-0.

D. Signed by _____ Mayor Craig Newton

E. Attest _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Aug 24, 2020 6:30 PM (Presentation of previous meetings minutes for acceptance)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5843	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 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 **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5840	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Mayor and Council
Title:	Important Announcements and Updates Regarding COVID-19		

Sponsors:

Code Sections:

Title
Important Announcements and Updates Regarding COVID-19

Drafter
Dr. Arona



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5841	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Recognizing Building Babies' Brains Day in Gwinnett County		

Sponsors:

Code Sections:

Attachments:

1. [PROCLAMATION - Building Babies' Brains Day](#)

Title

Proclamation Recognizing Building Babies' Brains Day in Gwinnett County

Drafter

Craig Newton

Proclamation

The City of Norcross, Georgia
BUILDING BABIES' BRAIN DAY IN GWINNETT

- WHEREAS: The City of Norcross stands firmly in the belief that children are our most precious resource, and their health, wellbeing and education is our responsibility; and
- WHEREAS: Children's brains are 90 percent developed by age 5, and the number of words spoken to a child before age 5 significantly increases their opportunity for success in school; and
- WHEREAS: Every elementary school in Gwinnett County has students who start school underprepared, with 52 percent of children arriving without the prerequisite skills for kindergarten; and
- WHEREAS: Without costly interventions, kindergarteners fall further and further behind their peers, making it nearly impossible to catch up by the time they reach third grade; and
- WHEREAS: Early brain development is a key factor in lowering dropout rates, and moving a student from dropout to graduate yields higher tax revenues and lower government expenditures over their lifetime; and
- WHEREAS: Establishing community awareness of early brain development in children under 5 is vital to our community's success; and
- WHEREAS: Children exposed to positive early reading, singing, and talking by caregivers are less likely to have academic and behavioral problems in school.

Now, Therefore, I, Craig Newton, on behalf of the Norcross Council, declare September 25, 2020, as

Building Babies' Brains Day in Gwinnett County

and encourage all residents to mark their calendars for September 25 to visit BuildingBabiesBrains.com on the website's launch day and learn more about resources and opportunities to enhance brain development in children under the age of 5.

Craig Newton, Mayor



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5845	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Mayor and Council
Title:	Proclamation Honoring City Manager		

Sponsors:

Code Sections:

Attachments:

1. [Proclamation Honoring City Manager](#)

Title
Proclamation Honoring City Manager

Drafter
Craig Newton

Proclamation

*The City of Norcross, Georgia
Honors and Celebrates
The Retirement of*

Mr. Rudolph Smith

Whereas, City Manager Rudolph Smith, a Berrien County-native from Alapaha, Georgia, will be forever honored and respected for his legacy of exemplary service, dedication and for playing a dynamic role in the evolution of the vibrant City of Norcross; and

Whereas, Having earned a degree in accounting and business administration from the Abraham Baldwin College in Tifton in 1980, Rudolph began his governmental career in the City of Alapaha, Georgia where he served for 18 years in various positions including Grant Administrator, City Clerk and City Manager; and

Whereas, Rudolph joined forces with the City of Norcross in June of 1998 and was appointed to the position of City Manager in November 2008 where he assumed the challenging task of taking a vibrant city to an elevated level of greatness; and

Whereas, Before being appointed as City Manager, Rudolph served as Norcross General Government Administrative Director while also serving as Norcross Tax and License Manager, presiding over a department which generates more than 68% of the total revenue for the city; and

Whereas, One of Rudolph’s most renowned accomplishments include him playing an instrumental role in guiding the City of Norcross through the 2008 recession, one of the most challenging financial crises in the city’s history, where his conservative approach to managing the city’s budget, focus on core economy, and his ability to identify opportunities to strengthen the fiscal core, progressed the City into a period of economic renaissance and long-term sustainability earning him the Budget Presentation Award by the Government Finance Officers Association, which is reviewed by the United States and Canada Government Finance Officers Association; and

Whereas, A few of Rudolph’s most outstanding accomplishments include him holding national and international municipal clerk certifications, he is a Georgia certified finance officer, in 1992 he was given the District II Leadership Award by the Georgia Municipal Association, in 2007, he was selected as the Finance Officer of the Year by the Georgia Municipal Clerk/Finance Officers Association, in 2009, he was selected as one of the 2009 Men of Influence by the Atlanta Business League, and he recently received a thirty-year service award from the International City/County Management Association (ICMA), for his outstanding work with the city along with his professional and upbeat attitude in everything he aspires to do; and

Whereas, After twenty-two years of remarkable service and management, Rudolph has decided to retire from his position as City Manager to enjoy a well-earned retirement that will be marked by more time spent with his son, gardening, and traveling; and

Whereas, Rudolph’s compassion, foresight, exemplary customer service, and good-nature has been an unmatched force in the City of Norcross, and he will be missed tremendously by his Norcross family; and

Whereas, The seeds planted by City Manager Rudolph Smith, along with his extraordinary work ethic, esteemed leadership, and tradition of exemplifying the highest level of public service, will continue to serve as the blueprint for the vision of the City of Norcross.

Now, Therefore, We, the Mayor and Council of NORCROSS, GEORGIA do hereby wish to honor and thank Rudolph Smith for his outstanding leadership, commitment and utmost dedication to the City of Norcross and do urge all residents to join us in congratulating him on the occasion of his retirement from the City of Norcross and wishing him continued health and happiness as he embarks on this new and exciting chapter in his life.

Mayor
Craig Newton

Mayor Pro Tem
Josh Bare

Councilmember
Andrew Hixson

Councilmember
Elaine Puckett

Councilmember
Matt Myers

Councilmember
Bruce Gaynor

Attachment: Proclamation Honoring City Manager (20-5845 : Proclamation Honoring City Manager)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5844	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Mayor and Council
Title:	Board Appointment - Sustainable Norcross Commission		

Sponsors:

Code Sections:

Title
Board Appointment - Sustainable Norcross Commission

Motion
A motion to Approve/Deny the appointment of the following board member and terms as presented:

Sustainable Norcross Commission

Rocky Gibson 9/3/2022



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **JOSH BARE** • COUNCILMAN **ANDREW HIXSON** • COUNCILWOMAN • **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** • COUNCILMAN **BRUCE GAYNOR** • INTERIM CITY MANAGER **MARY BETH BENDER** • CITY CLERK • **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5822	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Policy Work Session
Title:	Tantalus Systems, Inc. Contractor Agreement		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Norcross Power Tantalus](#)
2. [Norcross Executive Summary](#)
3. [Tantalus GE Analysis](#)
4. [Norcross GA \(ECG Member\) Tantalus Network Systems Agreement](#)
5. [Norcross SAT \(002\)](#)
6. [Norcross Project Completion Report 20200806](#)
7. [Tantalus PO](#)
8. [Email Correspondence from Tantalus Legal Team](#)

Title

Tantalus Systems, Inc. Contractor Agreement

Drafter

Mary Beth Bender

Motion

A motion to Approve/Deny the Contractor Agreement between the City of Norcross and Tantalus Systems, Inc at a project cost of \$1,038,621 with the cost funded by the Municipal Competitive Trust Fund.



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender, Director

DATE: June 23, 2020

SUBJECT: Tantalus Systems, Inc.

CC: Rudolph Smith

Presented by: Mary Beth Bender, Assistant City Manager/Director

Project Description

Norcross Power is seeking approval on the Contractor Agreement between the City of Norcross and Tantalus Systems, Inc. A Request for Proposal was issued with eight proposals received (top four below). Norcross Power is recommending an Agreement with Tantalus Systems, Inc. This is after careful review by Norcross Power and key personnel at Electric Cities of Georgia. Once the Contractor Agreement has been approved by Mayor & Council, Tantalus will start fabrication of meters. Norcross Power's objective is to have the roll-out and installation complete by the beginning of 2021, a one-two month process. The Net Present Value prepared by ECG has been included with the Contractor documents for your review.

COMPANY	FIRST YEAR	ANNUAL FEE
Tantalus	\$998,421	\$40,200
Landis & Gyr/Tristate	\$1,217,118	\$11,400
Sensus	\$1,052,406	\$10,300
Nexgrid	\$ 975,278	\$28,073

Staff Recommendation: Move forward with Tantalus Systems, Inc.

Funding Source: Municipal Competitive Trust

Project Cost: \$1,038,621



Executive Summary

Tantalus Systems Inc. is pleased to have the opportunity to provide a proposal response to the City of Norcross ("Norcross") RFP # PWUP 19-11 for Advanced Metering Infrastructure. As the fastest growing AMI solutions provider to the cooperative and public power market, Tantalus is uniquely situated at the intersection of broad challenges facing the nation's public power utilities and the specific challenges faced by Southeastern based utilities. This AMI deployment will allow Norcross to continue to provide more reliable electric service to its customers.

What Our Customers Need:

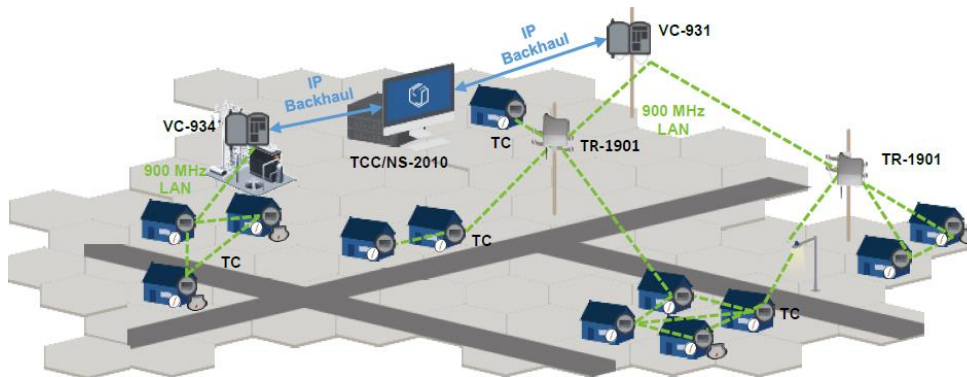
Tantalus respects the need for utilities like Norcross to maintain control of their future, and avert a costly solution optimized for large cities and shareholder profits. An AMI system must meet the current near-term needs while evolving Norcross into a truly sustainable utility. The utility has the opportunity to be a driver of economic prosperity and socioeconomic progress. These are just a few of the unique challenges that Tantalus solutions were purpose-built to address. By utilizing the Tantalus TUNet® system, Norcross can leverage data to deliver higher value and more innovative services to its citizens, and improve financial performance while driving operational reliability and efficiency.



TUNet is a two-way, near-real-time communications platform to every meter and TUNet endpoint. We support a multi-application network for Advanced Metering, Streetlight Control, Demand Response, Distribution Automation, & Grid Optimization.

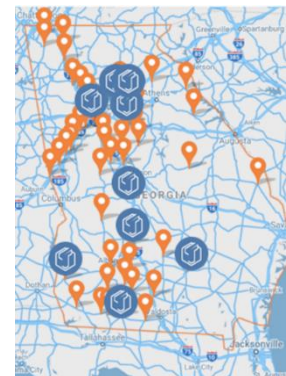
A Solution Customized for City of Norcross

The Industry's Most Flexible Smart Grid Network



Preferred AMI supplier to ECG Members:

As ECG's preferred AMI solution, we are proud to offer Norcross Tantalus Infrastructure and Meter/Modules along with a hosted head-end. Tantalus is fortunate to count 9 ECG Members among our user community of over 180 public and cooperative power utilities. As a preferred solution provider, Tantalus has established unique relationships between the executive levels of the two organizations and has established low cost purchasing options as well as contracting terms further easing Norcross' migration from your existing technology.





Executive Summary

Our Offer:

Tantalus is pleased to provide Norcross with the pricing outlined below for a turnkey offering inclusive of TUNet, a two-way near real-time communications platform, electric metering from Itron via Itron's distribution partner, Anixter and installation from Alpharetta based NexGen. Tantalus' offer is inclusive of the first-year premiums for both performance and payment bond facilities. Tantalus will provide overall project management of the deployment. Infrastructure will be shipped directly to Norcross while meters will ship with integrated Tantalus communications modules from Itron's factory in West Union, SC based upon a mutually agreed upon project plan.

Full Deployment	
TUNet WAN/LAN Equipment	Quantity
VC-934 Versa Collector	6
VC-820-GE Cellular Modem	6
TR-1901 Pole Mounted 900MHz LAN Repeater	10
DT-116 Centron Reset Key	1
DT-400 VM Bundle Software + Optical Port	1
Infrastructure Installation Services	1
TUNet Infrastructure Sub Total	\$50,961.85
TUNet Server & Software	
SV-4100 TUNet Insight Hosting Center Set up Fee	1
TCC-2005 TUNet Control Center Head End Software License	1
NSE-201 TUNet Software License - per Endpoint	4,500
Deployment Services	1
Total Head End Price	\$108,070.00
TUNet AMI Module	
TC-1220RD Module (Single Phase)	3,700
PP-1316 Module (Polyphase)	800
Total Module Price	\$352,500.00
TUNet Equipment and Services Total	\$511,531.85
DISCOUNT - One time discount for blanket PO placed before 6/31/2020	\$ 60,000.00
TUNet Equipment and Services Grand Total	\$451,531.85

Itron Meters - Factory Integration Included	Quantity	Unit Price	Ext. Price
Itron C2SXD 2S CL200 w/ Disconnect	3700		
Itron Sentinel - 8S/9S (ML 1)	400		
Itron Sentinel - 15S/16S (ML 1)	400		
Itron Meter Grand Total			\$451,900.00

Meter Installation	Quantity	Unit Price	Ext. Price
Meter Installation	1		
Meter Installation Grand Total			\$94,990.00

Project Grand Total	\$998,421.85
----------------------------	---------------------

TUNet System Annual Support, Maintenance & Hosting	Quantity	Unit Price	Ext. Price
SV-4005 Tantalus Control Center Hosting Fee (\$1,100/month)	1		
SL-1001 TUNet Technical Support - Standard Level	1		
SM-2005 Software Maintenance	1		
TUNet System Annual Support, Maintenance, & Hosting Total			\$ 40,200.00

At Tantalus, We Believe That:

- The energy futures of the communities we serve should be written by those communities, and not by the shareholders or major metropolitan customers of one-size-fits-all market behemoths.
- It is essential to safeguard the autonomy of these rural communities and their fundamental right to shape the future of their smart grids.
- And Tantalus is the only vendor whose heritage, solutions, business model, and company culture are completely aligned with these core values.

GE Termination			<u>Tantalus</u>		<u>GE</u>		<u>Net Savings</u>
2021	\$100,000	\$	1,038,621	\$	358,746	\$	(779,875)
2022		\$	40,200	\$	358,746	\$	(461,329)
2023		\$	40,200	\$	394,621	\$	(106,908)
2024		\$	40,200	\$	394,621	\$	247,512
2025		\$	40,200	\$	394,621	\$	601,933
2026		\$	40,200	\$	394,621	\$	956,353
Total		\$	1,239,621	\$	2,295,974	\$	1,056,353

TUNet® NETWORK SYSTEM AGREEMENT

THIS TUNet® NETWORK SYSTEM AGREEMENT (“**Agreement**”) is made as of _____, by and between Tantalus Systems Inc., on behalf itself and its affiliates, having its principal place of business at 1130 Situs Court, Suite 230, Raleigh NC 27606 (“**Tantalus**”) and the City of Norcross, having its principal place of business at 65 Lawrenceville Street, Norcross, Georgia 30071 (“**Customer**”).

This Agreement includes the following Exhibit(s):

☒	Exhibit A: End User License / Licensed Software Maintenance Agreement	☒	Exhibit F: Mutual Non-Disclosure and Confidentiality Agreement
☒	Exhibit B: Technical Support	☒	Exhibit G: [Form of] Statement of Work; System Acceptance Test Plan
☒	Exhibit C: Deployment Partnership	☐	Exhibit H: Pilot Project Terms and Conditions
☒	Exhibit D: Pricing	☒	Exhibit I: Special Terms and Conditions
☒	Exhibit E: Third-Party Products	☒	Exhibit J: GIRMA Coverage Declaration Sheet

Each Exhibit is incorporated by reference into, forms part of and is governed by the terms of this Agreement. In the event of any inconsistency or conflict between the terms of any of the above Exhibit(s) and the terms of this Agreement, which is not otherwise addressed by a statement regarding precedence, the terms of this Agreement shall govern. Notwithstanding the foregoing, in the event of any inconsistency or conflict between the terms of this Agreement and the terms of Exhibit I, the terms of Exhibit I shall govern and control.

The Parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

(a) “**Affiliate**” means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate”, the terms “control” and “own” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

(b) “**Acceptance**” or “**System Acceptance**” means that the system acceptance tests set forth in the System Acceptance Test Plan as set forth in Exhibit G hereto have been completed and all requirements of Acceptance as set forth in Exhibit G hereto were met.

(c) “**Business Day**” means any day that is not a Saturday, Sunday or a Tantalus authorized “holiday”.

(d) “**Confidential Information**” has the meaning set forth in the MNDCA.

(e) “**Destination**” means Customer’s designated destination point for the delivery of Network Equipment.

(f) “**Dispute**” means any dispute, controversy, difference or claim, arising under or in connection with this Agreement, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

(g) “**EULA**” means Tantalus’ then current end-user software license agreement setting forth the terms and conditions of Customer’s permitted use of the Licensed Software. A copy of the EULA, current as of the Effective Date, is attached hereto as Exhibit A, which EULA may be amended from time to time in Tantalus’ sole discretion.

(h) “**Excusing Event**” means any (i) Force Majeure; (ii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors or consultants, including without limitation improper performance of Customer’s responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iii) failure, act or omission of any third party (including any third-party supplier) or its agents, employees, suppliers, subcontractors or consultants; or (iv) failure of any components (hardware,

software, network, maintenance) provided and/or maintained by Customer.

(i) **“Force Majeure”** means any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events (**“Force Majeure Event(s)”**): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), sabotage, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) judicial restraint or other action by any governmental authority (including, without limitation, an inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses or services required to be provided by either Customer or Tantalus under this Agreement); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the **“Impacted Party”**).

(j) **“Initial Deployment Services”** means (i) Tantalus’ standard services for initial deployment, installation and configuration of Tantalus Products purchased by Customer under a Customer Agreement; (ii) Tantalus’ standard initial training services for the Customer; and (iii) related project management for such initial deployment and training. For clarity, and notwithstanding anything to the contrary, the Initial Deployment Services do not include integration or installation of field equipment (i.e. meters, collectors, repeaters, etc.) or Third-Party Products.

(k) **“Law”** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, or other requirement or rule of law of any governmental authority.

(l) **“Licensed Software”** means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto.

(m) **“Licensed Software Maintenance Services”** shall have the meaning ascribed to them in Exhibit A.

(n) **“Maintenance and Support Services”** means the recurring Licensed Software Maintenance Services and Technical Support provided by Tantalus to Customer pursuant to this Agreement.

(o) **“MNDCA”** means a Mutual Non-Disclosure and Confidentiality Agreement in the form attached hereto as Exhibit F.

(p) **“Network Equipment”** means the equipment manufactured by or for Tantalus for use as part of TUNet and its associated Licensed Software that are or will be purchased from Tantalus and physically deployed in the Customer’s service territory. For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products.

(q) **“Proprietary Rights”** means all patent rights, copyrights, trademarks, tradenames, know-how, trade secrets and other intellectual property and proprietary rights, including all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extension of, these rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.

(r) **“Purchase Orders”** means purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase and Tantalus will provide Network Equipment, Initial Deployment Services and Maintenance and Support Services in accordance with the terms of this Agreement. Each Purchase Order will be deemed to include the terms and conditions of this Agreement, even if not specifically stated on the Purchase Order.

(s) **“Representative”** means such Party’s directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement.

(t) **“Services”** means Tantalus’ project management services, training and engineering support services provided during deployment as described on the price list that Tantalus provides from time to time. For clarity, Services do not include those services provided for maintenance of Licensed Software as described in Exhibit A or technical support as described in Exhibit B.

(u) **“Shipping Point”** means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment.

(v) **“Specifications”** means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus, which Specifications will assume and require the installation, maintenance and operation of such Network Equipment in accordance with the Standards.

(w) **“Standards”** means the applicable industry standards necessary for the proper installation, maintenance and operation of Network Equipment and TUNet, as may be amended from time to time by Tantalus, including, without limitation, the maintenance of a distribution system meeting industry standards with respect to grounding and power quality and the use of water pits for the installation of Network Equipment that properly drain and are not otherwise defective.

(x) **“Statement of Work (SOW)”** means a document that defines the scope of work to be completed, the timelines for the overall project, provides visibility into the interdependencies required, and will assist all parties in understanding and executing their respective roles, responsibilities and tasks to successfully deploy TUNet. Upon commencement of the Initial Deployment Services, Tantalus and Customer will work cooperatively to develop and finalize a Statement of Work consistent with the attached Exhibit G.

(y) **“System Acceptance Test Plan” or “SAT”** generally means a test designed to verify the functionality, accuracy and reliability of TUNet. Exhibit G, Statement of Work includes the System Acceptance Test Plan which outlines the features and functional areas of TUNet to be tested, provides a brief overview of the tests to be performed, and sets forth the success criteria associated with each test.

(z) **“Technical Support”** means the technical support services described in Exhibit B.

(aa) **“Third-Party Product”** means any products, software, materials, information or services that is manufactured, provided and/or licensed by, or otherwise proprietary to a person or entity other than Tantalus. Use of Third-Party Products may be subject to additional terms and conditions.

(bb) **“TUNet”** means Tantalus’ proprietary TUNet® smart grid network for the avoidance of doubt, TUNet does not include Third-Party Products.

1.2 Interpretation Not Affected by Headings, etc. The division of this Agreement into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Number, etc. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

1.4 Date for Any Action. In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall

be required to be taken on the next succeeding day which is a Business Day.

1.5 Construction. In this Agreement, unless otherwise indicated:

(a) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and “hereby” and similar expressions refer to this Agreement (including the schedules hereto), as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular section or other portion hereof;

(b) the words “include”, “including” or “in particular”, when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

(c) time is of the essence; and

(d) references to a “party” or “parties” are references to a Party or Parties to this Agreement.

1.6 Authorship. Authorship of this Agreement will have no bearing on the construction of any terms hereof or ambiguities thereof.

2. TERMS OF PURCHASE AND SALE

2.1 Purpose/Goal. This Agreement records the terms and conditions under which Customer will purchase from Tantalus, and Tantalus will provide to Customer, Network Equipment, Initial Deployment Services and Maintenance and Support Services and includes, without limitation, the terms, conditions and responsibilities of each Party relating to the license and use of the Licensed Software, the provision of Technical Support, the deployment of TUNet and the non-disclosure obligations of the Parties. Notwithstanding anything to the contrary herein, Tantalus shall not be responsible for nor have any liability to Customer for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by or results from an Excusing Event.

2.2 Purchase Orders. Customer may purchase Network Equipment by issuing properly authorized Purchase Orders to Tantalus. Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified on the then current Tantalus price list and designated as the “economic order quantity” or “minimum order quantity”. Each Purchase Order issued by Customer shall have a lead-time of at least

90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference this Agreement and shall state product description, quantity of Network Equipment ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the Parties and this Agreement, the terms of this Agreement shall govern. No oral, electronic, or written additional or different provisions proposed by either Party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined in Section 2.3 below.

2.3 Acceptance, Rejection or Changes to Purchase Orders. Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and in any event, within fifteen (15) business days following receipt of the Purchase Order. Notice of acceptance shall include confirmation of requested quantities, desired delivery dates and prices consistent with the terms of this Agreement. If Tantalus fails to notify Customer within the aforementioned time frame, such Purchase Order will be deemed to be rejected. Once a Purchase Order is accepted by Tantalus, the quantities, delivery dates and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the Parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced.

2.4 Pricing. The prices provided to Customer in Exhibit D under this Agreement may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Network Equipment, Initial Deployment Services and Maintenance and Support Services by Tantalus, excluding taxes on Tantalus' income generally.

2.5 Price Changes. Tantalus reserves the right, in its sole discretion, but no more often than once in any twelve (12) month period during the term of this Agreement, to revise the prices applicable to Network Equipment and annual Maintenance and Support Services sold to Customer, upon thirty (30) days prior written notice to Customer, provided such increase does not exceed 3.5%.

2.6 Payment.

(a) Customer agrees to pay an advance payment (the "**Deposit**") equal to twenty-five percent (25%) of the total purchase price of the Network Equipment and Services specified on each Purchase Order. The Deposit will be due and payable, notwithstanding the absence of the applicable Tantalus' invoice, within ten (10) days of the date of the Tantalus order acknowledgement issued in connection with an accepted Purchase Order. Failure to pay the Deposit by such due date shall result in the cancellation of the Purchase Order by Tantalus, without requirement for any further action, or notice to Customer, by Tantalus. Notwithstanding the foregoing, if Customer places a single blanket Purchase Order that is at least 12 months in duration and represents greater than thirty percent (30%) of their total customer base, the Deposit amount will be reduced to ten percent (10%) on that Purchase Order and subsequent Purchase Orders that are also at least 12 months in duration and represent greater than thirty percent (30%) of their total customer base.

(b) Tantalus shall invoice Customer for Network Equipment purchased upon delivery of such Network Equipment to Customer at the Shipping Point. Amounts paid under Section 2.6 (a) will be reflected as a credit to the total purchase price due and owing upon delivery completion of the total Purchase Order. Payment terms are net thirty (30) days from date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies.

(c) Tantalus shall invoice Customer and Customer shall pay for Maintenance and Support Services and Initial Deployment Services as described in Exhibit B and Exhibit D, respectively.

2.7 Delivery/Title/Risk of Loss. Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. If any loss of or damage to the Network Equipment occurs prior to delivery to Customer, regardless of passage of title prior to such delivery, Tantalus shall without cost to the Customer,

promptly make all repairs or replacements necessary to place the Network Equipment in the condition required by this Agreement. Customer will notify Tantalus within five (5) days of delivery of any damage to Network Equipment and/or within 10 days of shipping should an order not be received. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon request by Customer, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described in Section 2.6 shall apply to such invoices, mutatis mutandis. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

2.8 Third-Party Products. Customer may elect to use the Third-Party Products as set forth in Exhibit E. Unless otherwise specifically set forth in writing (and subject to applicable pass through terms and conditions) upon mutual agreement of all involved Parties, Tantalus does not warrant Third-Party Products and disclaims all responsibility and liability for these items, their access to the Network Equipment and TUNet, including their modification, deletion, disclosure or collection of Customer information.

2.9 Insurance. The Parties agree and acknowledge that Customer is a municipal corporation and has obtained liability coverage from the Georgia Interlocal Risk Management Agency (“GIRMA”), a risk sharing arrangement among Georgia Municipal Governments created by O.C.G.A. § 36-85-1 et seq. The GIRMA General Coverage Declaration Sheet is attached hereto as Exhibit J to this Agreement and is incorporated herein by reference. The Customer shall purchase and maintain such coverage through GIRMA for the duration of this Agreement to ensure that its comprehensive liability coverage through GIRMA limits are at least equal to the total value of all Network Equipment for which Tantalus has not received payment in full. The Customer shall not be obligated to purchase or maintain any other form of coverage or insurance from any other source.

2.10 Changes to Network Equipment. Tantalus reserves the right from time to time in its sole discretion to modify, change, discontinue or to limit its production of any Network Equipment at any time to allocate, terminate or limit deliveries of any Network Equipment in time of shortage and to alter the design or construction of any Network Equipment.

2.11 No Resell. Customer acknowledges and agrees that it has no rights to market and resell the Network

Equipment, Initial Deployment Services or Maintenance and Support Services, unless such Network Equipment is in excess to its system needs, in which case Customer may not sell Network Equipment to anyone other than ECG Participants without the express written permission of Tantalus. The purchase and sale of Network Equipment, Initial Deployment Services and Maintenance and Support Services hereunder is solely for Customer and its Affiliates’ requirements.

3. CONFIDENTIAL INFORMATION

3.1 Mutual Non-Disclosure and Confidentiality Agreement. The Parties have entered into the MNDCA in the form attached hereto as Exhibit F. Tantalus and Customer agree that the MNDCA governs the obligations of each Party with respect to Confidential Information of the other Party, which obligations shall survive termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Parties agree that Tantalus’ disclosure of the terms and conditions of this Agreement to Electric Cities of Georgia (“ECG”) is not a breach of the MNDCA nor any other obligations hereunder and is hereby authorized by Customer.

3.2 Georgia Open Records Act Notwithstanding the foregoing Section 3.1, Tantalus agrees and acknowledges that any and all documents in the possession, custody or control of Customer may be subject to production to any third party making a proper request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., (the “**Open Records Law**”) and that Customer cannot avoid disclosure of any such documents produced to Customer by Tantalus to the extent that Customer is required to disclose such documents in accordance with the Open Records Law, provided that Customer agrees to promptly notify Tantalus upon receipt of any request to disclose any documents or other information provided by Tantalus to Customer pursuant to the Open Records Law or otherwise. The Parties acknowledge and agree that Customer shall timely produce any such documents in its possession to the extent required by the Open Records Law.

4. WARRANTIES

4.1 Warranties.

(a) With respect to new Network Equipment, for a period of one (1) year from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances and security interests, (iii) all materials, parts, components and

other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this Section shall be thirty (30) days from date of return to Customer or the balance of the original warranty period, whichever is greater.

(b) With respect to refurbished Network Equipment, for a period of thirty (30) days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and perform in accordance with its Specifications.

(c) The aforementioned warranties in Sections 4.1(a) and 4.1(b) apply only when all three of the following conditions prevail: (i) the unit of Network Equipment is owned by the original Customer and not by an assignee; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while there is not an Excusing Event in effect or Tantalus has not invoked a subsisting remedy in respect of Force Majeure.

(d) The aforementioned warranties in Sections 4.1(a) and 4.1(b) will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with Exhibit A.

(e) The aforementioned warranties in Sections 4.1 (a) and 4.1(b) will not cover any Third-Party Products provided by Tantalus or Third-Party Products provided to Customer by third-party suppliers. Any warranty for such products will be between Customer and the third-party manufacturer or supplier. To the fullest extent allowed, Tantalus will assign all third-party warranties to Customer.

4.2 Warranty Returns.

(a) Subject to Section 4.2(b) below, for any breach of warranty under Sections 4.1(a) or (b), Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set out in Section 4.1. Customer will be responsible for removing defective Network Equipment from the installation point and returning the defective Network Equipment, transportation

charges prepaid by Customer, to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment.

(b) To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and will pay Tantalus the fee of US 150 per no fault found Network Equipment.

(c) Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

4.3 No Warranty. The warranties described in Section 4.1 will not cover Network Equipment:

(a) units whose original bar code, copyright notices and proprietary legends, if any, have been altered;

(b) units that were not installed or de-installed in accordance with the Specifications and Standards or serviced by Tantalus or a person authorized by Tantalus to do so;

(c) units damaged or defective because of reasonable wear and tear;

(d) units that were not maintained and operated in accordance with the Specifications and Standards, including, without limitation, units damaged or defective because of problems with electrical power;

(e) units that in Tantalus' reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling; and

(f) units damaged or defective due to an Excusing Event.

4.4 DISCLAIMER. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS EXCEPT AS PROVIDED IN ARTICLE 5 BELOW AND DURABILITY.

5. LIABILITY AND INDEMNITY

5.1 **Relief for patent and copyright matters.**

Tantalus, at its expense, shall defend, indemnify and hold Customer harmless for any court suit or claim brought against Customer or its affiliates, contractors, directors, officers, employees or customers by a third party alleging that units of Network Equipment purchased by Customer, or any component thereof, or use thereof infringe any patent or copyright or other intellectual property right (“**IP Right**”), and pay all amounts payable to third parties in connection with any settlement or compromise of such claim and all damages awarded to third parties relating to the same, including court costs and fees awarded. Tantalus’ obligation to defend is effective only if Customer is not in material breach of any of the terms and conditions of this Agreement and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment: (a) is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any IP Right or (b) has its use enjoined by such court, Tantalus will, at its election and expense: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent unit; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a ten (10) year period. Tantalus’ obligation to defend includes the sole right to settle, provided such settlement does not impose obligations on Customer other than the payment of money. Tantalus’ obligation to defend does not apply to the following: (A) use of Network Equipment in combination with any other hardware or software not provided by Tantalus, if infringement would not have occurred but for such combination; (B) use of Network Equipment other than as permitted under this Agreement, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (C) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The foregoing states Tantalus’ entire liability with respect to intellectual property infringement by any unit of Network Equipment. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products.

5.2 General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney’s fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the negligence or intentional acts or omissions of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus’

negligence or intentional acts or omissions. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend Customer, Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures. For the avoidance of doubt, Tantalus shall not have any liability hereunder relating to or arising from Third-Party Products.

5.3 Customer Relationship. The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither Party is an employee, agent or joint venture of the other. All financial obligations associated with Customer’s business are the sole responsibility of Customer. Solely to the extent permitted under applicable law, Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys’ fees, expenses and liabilities of any type whatsoever that may arise on account of Customer’s activities, or those of its Representatives, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment, Initial Deployment Services and Maintenance and Support Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer’s business activities and (ii) those relating to Customer’s use of the Network Equipment and TUNet or Customer’s breach of any term, representation or warranty of this Agreement.

5.4 Limitation of Liability. EXCEPT AS PROVIDED HEREIN, OTHER THAN FOR NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT,

NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF TWICE THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT DURING THE TERM, INITIAL DEPLOYMENT SERVICES AND MAINTENANCE AND SUPPORT SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM EXCEPT THAT IF ANY AGREEMENT(S) UPON WHICH THIS DAMAGES LIMITATION RESPECTING SERVICES IS BASED HAS NOT REACHED TWELVE (12) MONTHS SINCE ITS EFFECTIVE DATE AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM, THEN IN LIEU OF BASING SUCH LIMITATION ON AMOUNTS PAID DURING THE TWELVE MONTH PERIOD, THE PARTIES WILL ESTIMATE THE SERVICE CHARGES THAT WOULD HAVE BEEN PAID DURING THE FIRST TWELVE (12) MONTHS FOLLOWING THE EFFECTIVE DATE FOR THE APPLICABLE AGREEMENT; (B) ANY FAILURE OR DELAY DUE TO AN EXCUSING EVENT; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT, INITIAL DEPLOYMENT SERVICES AND MAINTENANCE AND SUPPORT SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

6. **OWNERSHIP OF INTELLECTUAL PROPERTY**

6.1 **Ownership of Intellectual Property.** Except for licenses otherwise expressly granted under this Agreement, nothing hereunder conveys to Customer any Proprietary Rights in TUNet and Customer acknowledges Tantalus' exclusive rights thereto. This Agreement will not be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any product or invention of Tantalus, or any combination of TUNet with any other product of Tantalus.

7. **TERM AND TERMINATION**

7.1 **Term.** Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year commencing on the Start Date as such term is defined in Exhibit B hereto (the "**Initial Term**"). Notwithstanding any other provision of this Agreement, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Agreement shall terminate upon expiration of the Initial Term, without

further obligation on the part of either Party other than outstanding obligations incurred prior to the expiration of such Initial Term or Renewal Term, as applicable, unless automatically renewed in accordance with this Section 7.1. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Section, this Agreement shall be automatically renewed for up to nine (9) successive one (1) year renewal terms (each one year term occurring after the Initial Term shall be referred to as a "**Renewal Term**") unless the Customer delivers written notice of non-renewal to Tantalus at least forty-five (45) days prior to the expiration of the Initial Term or current Renewal Term, as applicable. If written notice of non-renewal is delivered in accordance with this Section 7.1, this Agreement will terminate upon expiration of the Initial Term or Renewal Term, as applicable.

7.2 **Termination.**

(a) Either Party may terminate this Agreement effective upon the delivery of written notice of such termination to the other Party, if the other Party:

(i) becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding;

(ii) breaches its obligations related to confidentiality; or

(iii) is in default in any material respect in the performance of any its obligations under of this Agreement, provided that the Party not at fault has given the other Party forty five (45) days prior written notice of such default and such other Party has not remedied the default during such 45-day cure period; provided however if the defaulting Party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45-day cure period will be reduced to five (5) days.

(b) Either Party may terminate this Agreement, at any time and for any reason, on ninety (90) days' prior written notice to the other Party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the

termination date. Customer shall be responsible for all amounts due to Tantalus arising prior to the termination date, including the cost of Network Equipment received by Customer prior to such termination date or that has been shipped within 45 days following the date of the notice of termination and any fees for Maintenance and Support Services for the period prior to the effective date of such termination.

(c) Prior to the effective termination of this Agreement, all of the terms and conditions of, and the respective rights and obligations of the Parties to, this Agreement will remain completely valid and enforceable; provided however that, in the event Tantalus terminates the Agreement under Section 7.2(a), then any deliveries of Network Equipment, Initial Deployment Services and Maintenance and Support Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled and any product warranties or guarantees hereunder shall be terminated and of no further force and effect.

7.3 Other Remedies. Termination is not the sole remedy available under Section 7.2(a) of this Agreement and, whether or not termination is effected; all other legal remedies will remain available.

7.4 Survival. Notwithstanding anything to the contrary in this Agreement, no expiration or termination of this Agreement by either Party shall affect any rights or obligations of either Party: (i) which are vested pursuant to this Agreement as of the effective date of such expiration or termination, (ii) any other provisions intended by the Parties to survive such expiration or termination including, but not limited to, the non-disclosure obligations set forth in the MNDCA.

8. DISPUTE RESOLUTION

8.1 Dispute Resolution. Except for disputes related to nonpayment or as otherwise provided in this Section, neither Party shall resort to formal litigation proceedings until the Parties have attempted to resolve the Dispute through non-binding mediation. The Party raising a Dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the Dispute (a “**Dispute Notice**”). A designated senior management representative of each Party shall attempt to resolve the Dispute. If the Parties’ representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction provided for in Section 9.5 of this Agreement as mutually agreed between the Parties. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator’s fees and expenses and the costs incidental to the

mediation will be shared equally between the parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) days after the later of the referral to a mediator or the mediation proceeding, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 9.5 of this Agreement.. This Agreement shall not be construed to prevent a Party from instituting litigation proceedings earlier than as indicated in this Agreement to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations .

9. GENERAL PROVISIONS

9.1 Notices. All notices under this Agreement must shall be made in writing and shall be deemed properly delivered when: (i) delivered personally, (ii) sent by e-mail to the address below, delivery confirmation required, or (iii) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or sent by facsimile (provided confirmation of delivery is obtained at the time of transmission).

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Customer:
Mary Beth Bender, Assistant City Manager/
Director of Public Works, Utilities & Parks and
Steve Gaines, Superintendent
City of Norcross
345 Lively Avenue
Norcross, GA 30071
Facsimile: (770) 255-2335
E-mail: mbender@norcross.net and sgaines@norcross.net

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

9.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

9.3 Entire Agreement. This Agreement together with the Exhibits attached hereto constitute the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

9.4 Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. No waiver by any Party or any breach or series of breaches in performance by the other Party, and no failure, refusal or neglect to exercise any right, power or option given to either Party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such Party of its right at any time thereafter to require strict compliance with the provisions hereof.

9.5 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Georgia without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Exclusive original jurisdiction for all disputes related to this Agreement or the relationship between the Parties will be brought in state or federal court residing in the State of Georgia.

9.6 Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement where such default, delay or failure is due to a Force Majeure. Lack of funds or credit will not constitute a Force Majeure. In the event of a Force Majeure, the Impacted Party shall promptly give notice of the Force

Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

9.7 Successors and Assigns. This Agreement binds, and inures to the benefit of, the Parties and their respective successors. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under this Agreement in connection with a factoring arrangement.

9.8 Execution in Counterparts and by Facsimile. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. This Agreement may be executed and delivered electronically or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date and year set out in page 1.

Tantalus Systems Inc.

City of Norcross, GA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment: Norcross GA (ECG Member) Tantalus Network Systems Agreement (20-5822 : Tantalus Systems, Inc. Agreement)

EXHIBIT A

END USER LICENSE AGREEMENT

This End User License Agreement (the “EULA”) is effective as of _____ between **Tantalus Systems Corp.**, a Canadian corporation, with a primary business address of 3555 Gilmore Way, Suite 200, Burnaby, BC V5G 0B3 Canada (“**Tantalus**”) on behalf of itself and its Affiliates, and the City of Norcross with a primary business address of 65 Lawrenceville Street, Norcross, GA 30071 (“**Customer**”).

ARTICLE I

All Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment, together with all software documentation related thereto and any and all updates thereto (the “**Licensed Software**”), which excludes third-party software products that have their own end user license terms, is subject to the terms and conditions of this EULA. THIS EULA IS A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND TANTALUS AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN CUSTOMER’S USE OF THE LICENSED SOFTWARE. BY INSTALLING OR USING ALL OR ANY PORTION OF THE LICENSED SOFTWARE, CUSTOMER ACCEPTS ALL THE TERMS AND CONDITIONS STATED OR REFERENCED IN THIS EULA. IF CUSTOMER IS UNABLE OR UNWILLING TO ENTER INTO AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS EULA, OR IF THIS EULA TERMINATES FOR ANY REASON, CUSTOMER MUST NOT INSTALL OR USE THE LICENSED SOFTWARE AND SHALL IMMEDIATELY RETURN TO TANTALUS THE TANTALUS PRODUCT ON WHICH THE LICENSED SOFTWARE RESIDES AND/OR IS USED.

GRANT OF LICENSE. The Licensed Software is licensed, and not sold, for use by the legal entity entering into this EULA and only in accordance with the terms of this EULA. Subject to the terms and conditions of this EULA and any limitations imposed as part of a special beta test, trial, or promotional program, Tantalus hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Licensed Software solely for its internal business operations in conjunction with the application package purchased from Tantalus by Customer, for operation in Tantalus approved application environments, and in strict accordance with third-party license conditions, if any, or as otherwise set forth by Tantalus in writing if not set forth under the terms of this EULA, and Tantalus reserves all other rights. -

RESTRICTIONS ON USE. Unless expressly permitted by Article I of this EULA, or otherwise by applicable law or by Tantalus in writing, Customer shall not: (i) reproduce, modify, adapt, translate, update or transmit the Licensed Software, in

whole or in part; provided, however that Customer may temporarily transfer the Licensed Software from one physical device to another in the event of a computer malfunction; (ii) rent, lease, license, assign, give, transfer, or otherwise provide access or distribute the program or rights to the Licensed Software to another entity; (iii) use, alter, remove, or cover trademarks or proprietary notices of Tantalus or any third-party on the Licensed Software; (iv) directly or indirectly export, import or transmit the Licensed Software, or any direct product thereof, to any country in contravention of the laws of that country or the laws of the United States or Canada; (v) use the Licensed Software except in Tantalus approved application environment(s); (vi) decompile, disassemble, decrypt, unbundle, extract or otherwise attempt or assist others to reverse engineer the Licensed Software, except as necessary, when permitted by applicable law, to correct defects or achieve interoperability with complimentary programs, for Customer’s purposes only, but only if Customer has subscribed for, and paid all applicable fees relating to, the Licensed Software Maintenance Services and Tantalus has refused to provide such Licensed Software Maintenance Services; (vi) use the Licensed Software for rental, timesharing, subscription service, hosting or outsourcing; (vii) make the Licensed Software available in any manner to any third-party for use in the third-party’s business operations (except that Customer may permit its customers to use the Licensed Software only in furtherance of interactions between the Customer and its customers as expressly permitted by Tantalus); (viii) use the Licensed Software to provide third-party training; (ix) disclose results of any Licensed Software benchmark tests without Tantalus or its third-party supplier’s prior written consent; (x) duplicate the Licensed Software, except for a sufficient number of copies as permitted by Article I of this EULA, or any documentation; or (xi) publish any results of any benchmarks or similar tests performed on the Licensed Software.

Use of the Licensed Software is limited to Customer, along with its approved agents or contractors (including, without limitation, outsourcers, if applicable) on Customer’s behalf for Customer’s internal business operations, subject to the terms of Article I of this EULA. Customer shall be responsible for its agents’, contractors’, outsourcers’, customers’ and

members' use of the Licensed Software and compliance with this EULA.

Unless otherwise agreed between Customer and Tantalus, Tantalus has no obligation to provide maintenance, updates, fixes, support, or training for the Licensed Software.

THIRD-PARTY TECHNOLOGY. Customer acknowledges and agrees that certain third-party technology, as indicated in the documentation or otherwise communicated by Tantalus, may be provided for use with the Licensed Software. Customer shall have the right to use third-party technology only with the Licensed Software and in accordance with the terms of any such third-party license agreement specified in the documentation or otherwise provided by Tantalus to Customer.

EXPORT RESTRICTIONS. Export laws and regulations of Canada and the United States and any other relevant local export laws and regulations apply to the Licensed Software. Customer agrees that such export control laws govern Customers use of the Licensed Software (including technical data) and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agree that no data, information and/or Licensed Software will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer represents and warrants that: (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

OWNERSHIP. The Licensed Software is protected by Canadian, United States, and international copyright and intellectual property laws. All rights to the Licensed Software are owned by Tantalus, its Affiliates or third-party suppliers, and Tantalus, its Affiliates, or third-party suppliers retain all rights, title, and interest in and to the Licensed Software including, without limitation, the source code, object code and any related information and documentation that may be provided as part of standard shipment(s) of Licensed Software. By acquiring a license to use the Licensed Software, Customer does not become the owner of the Licensed Software or receive any interest in the Licensed Software, and Customer has only limited license rights to use the Licensed Software, source code, object code and related information and documentation in accordance with the terms of this EULA. Furthermore, Customer may not assign, give, or transfer any interest in the Licensed Software to any third party. This section shall survive the termination or expiry of this EULA.

AUDITS. Tantalus shall have the right, upon reasonable request, to audit the systems and records of Customer

necessary to verify Customer's compliance with this EULA. Customer shall provide reasonable assistance and access to information necessary to complete the audit. Customer acknowledges and agrees that Tantalus may report the audit results to its third-party suppliers, as applicable, and such third-party suppliers may audit Customer directly. Customer acknowledges and agrees that Tantalus or its third-party suppliers, as applicable, shall not be responsible for any costs incurred by Customer in cooperating with audits under this section.

UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA). For clarity, Tantalus and Customer acknowledge and agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) do not apply to this EULA.

LIMITED WARRANTY. For a period of one (1) year from the date of shipment of Network Equipment from the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. ("Shipping Point"), the physical media on which the Licensed Software is recorded by Tantalus will be free from defects in materials and workmanship under normal use. If failure of such physical media has resulted from accident, abuse or misapplication, Tantalus will have no responsibility to replace the physical media or refund any portions of the amount paid by Customer for the Licensed Software thereon. This limited warranty on the physical media from Tantalus on which the Licensed Software is recorded applies only when all three of the following conditions prevail: (a) such physical media is used in accordance with Article I of this EULA by the original customer and not by an assignee; (b) Customer is not the subject of bankruptcy or comparable proceedings; and (c) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure or there is not an Excusing Event (as such term is defined in that certain TUNet Network System Agreement, dated as of July __ 2020 by and between Tantalus and Customer) in effect at such time.

CUSTOMER'S SOLE REMEDY. Tantalus and its Affiliates', suppliers', agents', officers' and directors' entire liability and Customer's sole remedy under this EULA for defects or failure of the Licensed Software shall be, at Tantalus' option from time to time exercised subject to applicable law, repair or replacement of the physical media that does not meet this limited warranty. This limited warranty is void if failure of the physical media has resulted from accident, abuse, misapplication, abnormal use, a virus or use in contravention of this EULA. Any replacement physical media will be warranted for the remainder of the original limited warranty period or thirty days (30) days, whichever is longer.

LIMITATION OF REMEDIES. TO THE EXTENT NOT PROHIBITED BY LAW, TANTALUS HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED

REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE PROGRAM, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE. TANTALUS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE RESULTS CUSTOMER MAY OBTAIN BY USING THE PROGRAM OR THAT THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT IS COMPLETELY SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TANTALUS DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE PROGRAM WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT TANTALUS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PROGRAM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANTALUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY TANTALUS, THE PROGRAM IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

IN NO EVENT SHALL TANTALUS OR ITS THIRD PARTY SUPPLIER(S) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, BUSINESS OPPORTUNITY, REVENUE, DATA OR DATA USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR OTHERWISE, ARISING FROM OR RELATED TO THE USE OF THE SOFTWARE OR ANY DATA DERIVED THEREFROM, EVEN IF TANTALUS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIRD PARTY BENEFICIARY. Oracle Canada ULC, along with any other third party that Tantalus may indicate in writing to Customer, shall be a third-party beneficiary of this

EULA.

ARTICLE II

TERM, TERMINATION AND SURVIVAL. This EULA shall remain in effect until terminated by either Party upon ten (10) Business Days' written notice to the other Party ("Term"), provided however, the obligations of either Party under this EULA with respect to any given information shall survive any termination of this EULA until the information no longer qualifies as Confidential Information. Without prejudice to any other rights, Tantalus may terminate the license granted pursuant to Article I of this EULA if Customer does not abide by the terms and conditions of this EULA. Upon termination of the license granted pursuant to Article I of this EULA for any reason, Customer must discontinue use and destroy or return to Tantalus, at Tantalus' discretion, the Licensed Software and all of its documentation, and all copies thereof.

Notices. All notices under this Agreement must shall be made in writing and shall be deemed properly delivered when: (i) delivered personally, (ii) sent by e-mail to the address below, delivery confirmation required, or (iii) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (iv) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Customer:
Mary Beth Bender, Assistant City Manager /
Director of Public Works, Utilities & Parks
City of Norcross
345 Lively Ave.
Norcross, GA 30071
Facsimile: (770) 255-2335
E-mail: mbender@norcrossga.net

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it.

Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

Entire Agreement. This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof. Should any provision of this EULA be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required

to render it valid, and the remainder of this EULA shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this EULA will be effective unless set forth in writing signed by both Parties.

Governing Law and Venue. This EULA shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this EULA, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third party, any legal action, suit or proceeding arising out of this EULA shall be brought solely and exclusively in Wake County, North Carolina, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of tribunals in Wake County, North Carolina.

Successors and Assigns. Neither Party may assign this EULA or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted

assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

Non-Waiver. A waiver of any claim, demand or right based on the breach of any provision of this EULA shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

Counterparts. This EULA may be executed and delivered by facsimile or electronic signature and the parties agree that such facsimile execution or electronic signature and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or electronic signatures as evidence of the execution and delivery of this EULA by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, this EULA has been executed and delivered as of the date first written above.

TANTALUS SYSTEMS CORP.

Bv: _____
Name: _____
Title: _____
Address: _____

E-Mail: _____

CITY OF NORCROSS

By: _____
Name: _____
Title: _____
Address: _____

E-Mail: _____

LICENSED SOFTWARE MAINTENANCE ADDENDUM A-1

This is Addendum A-1 to the End User License Agreement.

Under the terms of this Addendum, Customer shall purchase, and Tantalus shall provide, software maintenance services, subject to the terms and conditions set out in this Addendum.

SERVICES. Subject to payment of the annual subscription fee for such services as set out below and the other terms and conditions of this Addendum, Tantalus shall provide to Customer such updates that are necessary and/or intended to maintain or improve the performance and efficiency of the Customer's existing system (the "**Updates**"), as Tantalus makes generally available to its customers, for the Licensed Software that is the subject of, and as defined in, the EULA (the "**Licensed Software Maintenance Services**"). Such Updates shall form part of the Licensed Software licensed in accordance with and subject to the terms of the EULA. Updates are performed by Tantalus technical support personnel pursuant to Exhibit B - Technical Support Agreement at no additional cost to Customer and Customer agrees to cooperate, if required, in the scheduling of such Updates.

For the avoidance of doubt, new and/or optional features, upgrades and enhanced functionalities that are not made generally available at no additional cost to all existing Tantalus customers (collectively, "**Upgrades**") may require Customer to incur additional fee(s), including without limitation, additional deployment service and project management fees, third-party licensing and related fees, licensing and recurring annual fees for Licensed Software Maintenance Services fees (collectively, "**Additional Services**"). Additional Services will be priced pursuant to Tantalus' then current price list and quoted by Tantalus, as applicable, upon receipt of a written request from Customer.

SUBSCRIPTION AND ANNUAL SUBSCRIPTION FEES. Licensed Software Maintenance Services, as described in this Addendum, shall be provided to Customer, without payment of an associated annual subscription fee, during the first 12 months following shipment of the relevant Network Equipment to Customer, as the case may be, from Shipping Point. Thereafter, Tantalus shall invoice Customer in advance on an annual basis for such Licensed Software Maintenance Services. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Customer shall pay to Tantalus the then current applicable annual subscription fee for such Licensed Software Maintenance Services within thirty (30) days of Customer's receipt of an invoice for such annual subscription fee from Tantalus. Any payments outstanding for more than ninety (90) days from date of invoice will be considered a default under the Agreement. In the event of a default, Tantalus shall have no obligation to provide the Licensed Software Maintenance Services to Customer during such

period and any guarantees set forth in this Agreement shall be deemed null, void and of no effect until Customer cures all default amounts. In order to cure such default, Customer may request that Tantalus re-commence provision of Licensed Software Maintenance Services by (a) issuing an appropriate purchase order to Tantalus, and (b) paying to Tantalus, within thirty (30) days of Customer's receipt of an invoice for such annual subscription fees from Tantalus, the then current applicable annual subscription fee for such Licensed Software Maintenance Services, and all applicable annual subscription fees for the period of time during which the Customer was in default (the "**Back-Dated Subscription Fees**"), plus 50% of the Back-Dated Subscription Fees.

CUSTOMER RESPONSIBILITIES. Customer shall maintain up-to-date and valid backup copies of its systems and data for recovery purposes. Customer acknowledges and agrees that Tantalus' ability to restore systems is limited to the extent that such systems have up-to-date and valid backup copies, including, without limitation, in accordance with procedures provided by Tantalus. Customer is responsible for protecting from loss, damage or destruction all hardware and software (including materials, data, specifications, tapes and programs) provided by Tantalus. The replacement of any such products lost, damaged or destroyed shall be at Customer's sole expense. Customer shall provide to Tantalus all necessary information, support and cooperation as is necessary for the performance of the Licensed Software Maintenance Services under this Addendum. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Tantalus requires, and Customer shall provide to Tantalus, secure and encrypted remote access to Customer's systems and servers as required and instructed by Tantalus, in Tantalus' discretion, to enable Tantalus to perform the Licensed Software Maintenance Services under this Addendum. Such instructions provided by Tantalus may include, without limitation, the use of a secure shell (ssh) or equivalent in accordance with Tantalus' security framework. If Customer requires Tantalus to utilize an alternative secure and encrypted access mechanism other than that provided or instructed by Tantalus, Customer shall pay Tantalus such additional service and support fees that may apply. Customer shall comply with the EULA, including, without limitation, the "Restrictions on Use" set out therein, failing which Tantalus shall have no obligation to provide the services described in this Addendum.

TERMINATION. Without prejudice to any other rights, Tantalus may cancel the Licensed Software Maintenance Services if Customer does not abide by the terms and conditions of this Addendum.

EXHIBIT B

TECHNICAL SUPPORT

Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Agreement.

1. Technical Support. Customer shall purchase from Tantalus, and Tantalus shall provide to Customer, the Standard email and telephone technical support set forth in Addendum B-1 (“**Technical Support**”). On-site technical support is defined later in this Exhibit. For greater certainty, Technical Support does not include in or out of warranty repairs or hardware or software upgrades for Network Equipment. *Technical Support shall commence 12 months from the earlier of the date of shipment of the server, start of hosting or spin-up of virtual server, as applicable (“Start Date”).*

Optional:

☐ **Premium Level Technical Support** [Check here if elected by Customer]

2. Pricing. The price for Technical Support is outlined in Addendum B-2 and is based on the Technical Support Plan outlined in Addendum B-1 chosen by the Customer. The price is comprised of a base charge and an additional charge based on the number of endpoints (“**Endpoints**”) shipped to the Customer. All prices are based on a 12-month period and are exclusive of all federal, state, provincial, municipal or other governmental use, sales, value-added taxes, occupational or other taxes, duties and surcharges now in force or enacted in the future.

3. Payment. Tantalus shall invoice Customer in advance for Technical Support, on an annual basis, commencing on the Start Date. The first invoice will be pro-rated for the period from the Start Date to January 1st of the following year and then it will be based on a January 1 to December 31 time frame. Payment terms will be net thirty (30) days from date of Tantalus’ invoice. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies. Any payments outstanding for more than 90 days from date of invoice will be considered a default under the Agreement.

4. Price or Plan Changes. Tantalus reserves the right, in its sole discretion, to modify the: (1) *Technical Support Plan* as outlined in Addendum B-1 and (2) *Plan Pricing* as outlined in Addendum B-2 on written notice to Customer provided at least thirty (30) days prior to the expiry of the

then current Term. In the event that Customer elects to change its Technical Support from standard to premium or vice versa at any time, Customer shall execute and deliver to Tantalus an acknowledgement of such election and the corresponding pricing associated therewith in a form acceptable to Tantalus. The level of Technical Support (and the corresponding fees associated with such Technical Support) shall not be adjusted by Tantalus until it has received such acknowledgement from Customer.

5. On-Site Support. Within this Agreement, Tantalus Technical Support is email and telephone based. On-site technical support, and other support services, may be provided, and will be billed outside the scope of this Agreement, including reasonable travel and living expenses for on-site Tantalus personnel.

6. Customer Obligations. Customer agrees:

(a) that prior to requesting Technical Support, Customer will perform all diagnostics and follow the information provided by Tantalus to try and resolve any TUNet problems prior to contacting Technical Support;

(b) that in order to have continuity in Technical Support, Customer will (i) designate, in writing, a minimum of two (2) personnel who have received full training from Tantalus in the operation of TUNet (“**TUNet Operators**”) and (ii) ensure that those TUNet Operators are the only individuals that request Technical Support;

(c) to install and maintain network servers and other infrastructure, including any software upgrades as may be recommended by Tantalus from time to time, consistent with Standards;

(d) to safeguard all data during any TUNet system maintenance; and

(e) to install and maintain a robust and secure virtual private network (VPN) and/or secure shell connection (SSH) to the Tantalus network servers to allow network server maintenance, performance monitoring and upgrades as may be required.

TECHNICAL SUPPORT PLAN

ADDENDUM B-1

This is Addendum B-1 to Exhibit B Technical Support. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement.

The Technical Support Plans available are as follows:

STANDARD	PREMIUM TECHNICAL SUPPORT
5 x 12 Customer Support <i>- 7AM - 7PM, 5 days per week excluding U.S.A. and Canadian holidays</i>	7 x 24 Extended Customer Support Exception Based Monitoring
Consolidated Invoices (TSA/Annual Support) <i>- NS/NC Software Annual Maintenance</i> <i>- Endpoint Annual Maintenance</i>	Consolidated Invoices (TSA/Annual Support) <i>- NS/NC Software Annual Maintenance</i> <i>- Endpoint Annual Maintenance</i>
Quarterly Training Sessions <i>- Remote [non-certification]</i>	Quarterly Training Sessions <i>- Remote [non-certification]</i>
Customer Community access	Customer Community access
	Annual Users Conference <i>- Admission for 2</i>
	Priority email premiumsupport@tantalus.com <i>- Response in 4 hours</i>
	Priority Support Line
	Online Technical Support Chat Annual Certification Training <i>- TUNet University</i> <i>- Admission for 2</i>
	Custom Billing Exports <i>- Includes annual support</i>
	NS (TCC) Labor Tantalus labor for troubleshooting and resolution (excludes materials)
	48 hour Part Replacement <i>- M-F (excluding U.S.A. and Canadian holidays), cutoff by 3PM</i>
	Advance RMA replacements <i>- Shipment within 48 hours after reported issue</i>
	Remote System Health Check <i>- Annual investigation with reported customer action plan</i> <i>- WAN Assessment</i> <i>- LAN Assessment</i> <i>- Dashboard Health Check</i>
	Assigned Project Manager (PM)

Individual features of each plan are as described below:

CUSTOMER SUPPORT

Standard Level - 5 x 12 Technical Support (7 am to 7 pm). Customer Support is available Monday through Friday excluding United States and Canadian statutory holidays via telephone and a normal customer service email address.

Premium Level - 7 x 24 Extended Customer Support (less than 2-hour response time during regular business hours with scaled support after hours), Exception Based Remote Monitoring (based on system alerts and urgency), Advance Repair and Replace for Warranty Devices, and Full Customer Community Access.

CONSOLIDATED INVOICES

Consolidated invoices for annual licensed software maintenance and technical support, including VC/IPC/NS/NC Software Annual Maintenance and Endpoint Annual Maintenance are included as part of Tantalus' Standard and Premium Technical Support packages.

QUARTERLY TRAINING SESSIONS

Remote Training

The training sessions are flexible and can be broken up into multiple sessions, depending on the required participants. These WebEx based training sessions are designed as 60-90-minute web-based discussion groups, held once per quarter based upon the subject matter generated at Tantalus' Annual Users Conference. Recorded sessions are made available in Customer Community, via e-mail, etc.

COMMUNITY ACCESS

Community Access includes the following:

- Tools to track the status of current and previous equipment orders and enter and track Return Material Authorization (RMA) orders for Tantalus equipment through the Customer Community portal are made available as part of Phase 2 implementation.
- A TUNet Library provides TUNet technical product documentation and installation guides.
- A Project Information section including tracking of project related meetings and action items.
- A knowledge-based forum for open discussion of current issues in the deployment and concerns of the project team.
- An Issue Creator allows the Customer to create feature requests and other issues for the Tantalus project team in the event that the issue is not already covered in the

standard system documentation. Once created, issues are evaluated, resourced, and reported based on resource availability. Time sensitive and urgent issues should be raised by Customer via Tantalus' Technical Support Line at 1.877.886.3848.

Routine Documentation Updates

Routine updates to operational TUNet material will be provided to all Customers. Examples of these Documents include Network Server Operation Manuals, TUNet endpoint product manuals, and other equipment upgraded as a part of system improvements. Updated versions of all Customer documentation will be available in Customer Community.

NOTE: THE REMAINING TECHNICAL SUPPORT FEATURES BELOW ARE ONLY AVAILABLE WITH THE PURCHASE OF PREMIUM SUPPORT PACKAGE.

ANNUAL TANTALUS USERS CONFERENCE – ADMISSION FOR TWO (2)*

With the purchase of a Premium package, the Customer receives admission for two (2) representatives to the Annual Tantalus Users Conference (TUC).

The annual TUC provides an excellent opportunity for the TUNet community to gather for education, sharing, networking, and social events. The TUC is a knowledge-driven event with heavy focus on the customer experience, technical training, and collaboration with Tantalus, utility peers, and our extensive network of partners.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

DESIGNATED PRIORITY SUPPORT EMAIL

With purchase of a Premium package, Customer will receive a priority email address which directs email messages to the Field Operations team during non-core business hours, thereby allowing the issue being reported to receive attention prior to the start of the next business day. During normal business hours, response is provided within 4 hours.

Priority Support Email Address:
premiumsupport@tantalus.com

PRIORITY SUPPORT LINE

With purchase of a Premium package, once available, Customer will have direct access to Tantalus' Field Operations team for placing high priority calls during non-core business hours. Upon receipt of such calls, Tantalus staff will take action, either by solving the problem directly, or by contacting other expert individuals to assist depending on the nature of the call.

Tantalus will apply commercially reasonable efforts to promptly deliver the described services in a professional and workman-like manner and in accordance with generally recognized commercial practices and standards. The promptness and utility of our response may vary from time-to-time, depending upon the accuracy and completeness of the information provided, our ability to reproduce the problem, the scope of work required to address an issue, and the volume of support service traffic at the time.

ONLINE TECHNICAL SUPPORT CHAT

Customers will be able to access Tantalus' Online Technical Support Chat ("Live Chat") to have a personalized one-on-one, real time, text-based interactive conversation with a Tantalus Field Service representative.

- Live Chat is available through Customer Community and will be queued on a first-come-first-serve basis.
- Hours of operation - 8:00am to 5:00pm, Monday – Friday, excluding U.S.A. and Canadian holidays.

ANNUAL CERTIFICATION TRAINING – TUNET UNIVERSITY

TUNet University™ – Admission for two (2)*

With purchase of a Premium package, Tantalus University™, a comprehensive training and certification series is available to TUNet Users. Tantalus University is designed to provide a full range of advanced training opportunities for TUNet Users across all utility departments. These valuable training courses will ensure that Users are able to maximize value from TUNet AMI investments, optimize system performance, and enhance technical skillsets. Class sizes are limited to ensure that students receive very focused and personalized training. Students who successfully complete Tantalus University courses will be endorsed as Certified TUNet Users. Completion of a Tantalus University course is currently the only way to receive this designation.

TUNet University training certification is required for those utility personnel responsible for reporting to and obtaining

assistance from Tantalus Technical Support.

*Admission includes the cost of registration for two (2) representatives only. Travel and living expenses are not included and are the responsibility of Customer. Customers with Standard packages will be responsible for costs associated with attendance, separate and apart from this Agreement.

CUSTOM BILLING EXPORTS

With purchase of a Premium package, Customer has access to a billing function that summarizes meter data and presents it directly to Customer's billing or CIS system from TUNet.

TUNet can be used to bill utility customers based on end of day readings, interval readings, for both single-phase and poly-phase meters.

Includes customized extraction scripts of Customer data from the TUNet database and maintenance.

NS (TCC) LABOR

For problems related to component failures of Tantalus-sourced TCC hardware that is less than five (5) years old.

Includes Tantalus labor for troubleshooting and related resolution at software and hardware levels (e.g. including database administration)

Does not include materials.

48-HOUR PART REPLACEMENT

Applicable to non-warranty parts, excluding Network Server / TCC, during the times listed below. Only includes the cost associated with outgoing expedited shipping of component. Does not include the cost of material or shipping charges incurred by Customer.

Monday – Friday (excluding U.S.A. and Canadian holidays), cutoff by 3pm.

Shipment within 48 hours after reported issue.

ADVANCE RMA REPLACEMENTS

Most TUNet endpoint devices have a unique TUNet Network ID (NID) in a bar code on each unit. You can use the Customer Community to request an RMA for any of these devices (TCs, RTs, LMs, XRs, etc.). The Customer Community will tell you whether the device is under warranty, and help you through the process of submitting your request.

Inquiries about Network Servers, Network Controllers and any other equipment that does not have a NID should be directed to your Project Manager.

With the purchase of a Premium package, equipment repairs conducted under the applicable equipment warranty will include advance replacement of the failed components, if such components are available in Tantalus inventory, to afford greater responsiveness to the Customer. Otherwise, Tantalus will require the failed component be received prior to shipping a replacement under warranty. Where advance replacement is provided for failed components under warranty, Customer must return the failed component, within 30 days of shipment of advance replacement, freight prepaid by Customer to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed on-line problem sheet. Where advance replaced failed components are not returned by Customer within 30 days, Tantalus will invoice Customer for the price of the advance replaced component supplied and Customer hereby agrees to make payment to Tantalus within 30 days of the invoice date.

REMOTE SYSTEM HEALTH CHECK

With purchase of a Premium package, Customer receives:

- Annual investigation with reported customer action plan
- WAN Assessment
- LAN Assessment
- Dashboard Health Check

A remote system health check provides a summarized report identifying Customer actions that need to be performed in order to improve system performance.

ASSIGNED PROJECT MANAGER

With purchase of a Premium package, Tantalus will assign a specific Project Manager to the Customer's project.

TANTALUS TECHNICAL SUPPORT CONTACT INFORMATION

If you have an URGENT issue, call: +1.877.886.3848

For non-urgent issues, please email:

Standard TSA - tantalustechsupport@tantalus.com

Premium TSA - premiumsupport@tantalus.com

ADDENDUM B-2
PLAN PRICING

TUNet System Annual Support, Maintenance & Hosting¹	Quantity	Unit Price	Ext. Price
SV-4005 Tantalus Control Center Hosting Fee (\$1,100/month) ¹	1		
SL-1001 TUNet Technical Support - Standard Level	1		
SM-2005 Software Maintenance ²	1		
TUNet System Annual Support, Maintenance, & Hosting Total			\$40,200.00

- The pricing provided is limited to the equipment, software and services as proposed in this offer. Changes to quantities, deal structure or third-party partners that are part of this proposal may change the prices contained in this offer. Additional or incremental features and functionalities are subject to additional fees.
- Annual System Support is available in both Premium and Standard Level (as quoted). Premium pricing is an additional \$15,000.00 annually. The Customer may elect to receive Premium Level support features, subject to up-front payment in full of the Premium Maintenance and Support Adder (\$15,000.00) at the time of such election.
- Tantalus' pricing is subject to due diligence, finalization of work scope, project schedule and negotiation of mutually acceptable terms and conditions.
- Additional services shall be invoiced at Tantalus' then current List Price unless Parties agree to alternative pricing.
- Pricing and associated price change provisions assumes there are no changes or additions to other system factors, including without limitation, deployed meter quantities, software licenses, features and functionalities, server hardware/platforms. In the event of such changes, notwithstanding any limitation to price changes described in the Agreement, the price for Maintenance and Support is subject to increase.

¹ Also see Exhibit E – Third-Party Products

² See Exhibit A – EULA

EXHIBIT C

DEPLOYMENT PARTNERSHIP

This is Exhibit C to the TUNet Network System Agreement. Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Agreement.

1. **OBJECTIVE/TERM**

1.1 **Objective.** This Exhibit contains and describes the respective partnership responsibilities between Tantalus and Customer necessary to ensure a successful TUNet system deployment. The Network Equipment works to form a communications system with unique characteristics for each deployment. This Exhibit defines Tantalus' system deployment requirements and obligations.

1.2 **Term.** This Exhibit will terminate upon the termination of the Agreement.

2. **SYSTEM PERFORMANCE PARTNERSHIP RESPONSIBILITIES**

2.1 **Overview.** Tantalus will be responsible for the specified performance of the Network Equipment during the applicable warranty period as described in Section 4.1 of the Agreement, which enables the operation of TUNet as described at:

http://www.tantalus.com/tech_overview.php

Additionally, Tantalus is responsible for the proper design, delivery, installation training, testing and network operation training of the Network Equipment purchased by Customer that combine to create TUNet. Optimizing TUNet network performance requires that Tantalus specify and manage overall system configuration, customer training, and compliance to deployment plan and TUNet deployment guidelines with Customer from the outset. Further, Customer compliance with TUNet standard operating practices as outlined in the Customer System Performance Partnership Requirements in Section 2.3 of this Exhibit ("**Customer Requirements**") is mandatory in order for the Customer to optimize TUNet network performance.

2.2 Tantalus System Performance Partnership Requirements. Tantalus requirements are as follows:

- (a) Bid Stage to:
 - (i) provide the Network Equipment list associated with the initial deployment design,
 - (ii) define a rough project schedule,
 - (iii) outline the network/Customer system interface requirements, and
 - (iv) provide an initial system design assessment including assisting Customer in tower site selection and procuring RF spectrum if applicable.
- (b) Project Setup Stage to:
 - (i) provide project engineering support for the deployment of Network Equipment at the Customer site,
 - (ii) provide a project manager to be a single point of contact for Customer,
 - (iii) work with Customer to assess and deliver a final system design,
 - (iv) work with third parties involved in the deployment and with Customer at the start of the deployment to develop a detailed TUNet deployment project plan.
 - (v) provide support to Customer in developing a detailed overall project plan,
 - (vi) provide system design support for the deployment process to meet the specific needs of Customer,
 - (vii) highlight areas of concern in the deployment including identification of remote or hard to reach sites and options for overcoming communications challenges,

(viii) define the initial deployment to include the number and approximate geographic location of Network Equipment, the timeline for deployment as further outlined below (“**Initial Deployment**”),

(ix) implement a Customer training program,

(x) review the IT integration plan including meter data management (“**MDM**”) and back-end integration systems to the Tantalus network server as applicable, and

(xi) provide support in identification of project milestones, Customer responsibilities, and responsibilities of any third parties to the project.

(c) Project Deployment Stage to help ensure successful Initial Deployment, the initial TUNet setup is a critical step in ensuring a well-functioning network. In all cases, Tantalus requires the commitment of Customer to the agreed upon project deployment plan. The project deployment plan will include the following areas:

(i) *System Integration*. Tantalus will provide system integration, management, and support to Customer for integration activities between the TUNet network server and third-party systems utilizing TUNet data,

(ii) *Network Setup*. Tantalus will provide Customer guidance on the initial network setup, network server, wide area network (“**WAN**”), and local area network (“**LAN**”) components, and

(iii) *Training*. Tantalus will provide comprehensive Customer training with respect to deployment, maintenance, and operation of the TUNet system.

(d) Deployment and System Management Stage To help ensure the performance of TUNet, Tantalus will provide ongoing technical and software maintenance support to Customers as outlined in the Technical Support Exhibit and End User License Exhibit. The Technical Support Exhibit outlines the type and cost of technical support provided to the Customer to ensure TUNet functionality and for the Customer to optimize TUNet performance.

2.3 Customer System Performance Partnership Requirements.

Customer requirements are as follows:

(a) Project Set-Up Stage to:

(i) review and agree to the Project deployment plan,

(ii) provide a project manager to be a single point of contact for Tantalus,

(iii) ensure that all appropriate Customer personnel receive initial and periodic TUNet training by Tantalus personnel,

(iv) assist in providing functioning back-haul communications infrastructure for connection to the TUNet 220 MHz wide-area-network, and/or if applicable, other wide-area network systems (Fiber, WIMAX, etc.) whether provided by the Customer or a third party, as required per the system design,

(v) install, set up, maintain and upgrade network servers consistent with industry and Tantalus recommended standards, including any software upgrades that may be provided by Tantalus from time to time as per the End User License Exhibit,

(vi) purchase and maintain a minimum level of Standard technical support from Tantalus as outlined in the Technical Support Exhibit,

(vii) install and maintain a robust and secure VPN and/or SSH to allow for server maintenance, performance monitoring, and upgrades.

(b) Project Deployment Stage to:

(i) place Purchase Orders, purchase and pay for; deploy, or arrange for deployment of; the Network Equipment, Initial Deployment Services and Maintenance and Support Services described herein as are required for the Project,

(ii) participate in TUNet system performance audits at key milestones along the deployment path to validate system effectiveness.

(c) Generally, to:

(i) install, maintain and operate the Network Equipment and TUNet in accordance with the Specifications and Standards.

For the avoidance of doubt, any failure to perform the requirements set forth in this Exhibit C shall constitute a breach of the Agreement.

* * * *

EXHIBIT D PRICING

City of Norcross, GA AMI Proposal Pricing
Tantalus Proposal - Full Deployment - Hosted Server

Full Deployment	
TUNet WAN/LAN Equipment	Quantity
VC-934 Versa Collector	6
VC-820-GE Cellular Modem	6
TR-1901 Pole Mounted 900MHz LAN Repeater	10
DT-116 Centron Reset Key	1
DT-400 VM Bundle Software + Optical Port	1
Infrastructure Installation Services	1
TUNet Infrastructure Sub Total	\$50,961.85
TUNet Server & Software	
SV-4100 TUNet Insight Hosting Center Set up Fee	1
TCC-2005 TUNet Control Center Head End Software License	1
NSE-201 TUNet Software License - per Endpoint	4,500
Deployment Services	1
Total Head End Price	\$108,070.00
TUNet AMI Module	
TC-1220RD Module (Single Phase)	3,700
PP-1316 Module (Polyphase)	800
Total Module Price	\$352,500.00
TUNet Equipment and Services Total	\$511,531.85
DISCOUNT - One time discount for blanket PO placed before 6/31/2020	\$ 60,000.00
TUNet Equipment and Services Grand Total	\$451,531.85

Itron Meters - Factory Integration Included	Quantity	Unit Price	Ext. Price
Itron C25XD 25 CL200 w/ Disconnect	3700		
Itron Sentinel - 85/95 (ML 1)	400		
Itron Sentinel - 155/165 (ML 1)	400		
Itron Meter Grand Total			\$451,900.00

Meter Installation	Quantity	Unit Price	Ext. Price
Meter Installation	1		
Meter Installation Grand Total			\$94,990.00

Project Grand Total	\$998,421.85
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GENERAL PRICING NOTES

- Pricing assumes a single blanket purchase order placed for the entire system with Tantalus on or before August 31, 2020.
- The pricing provided is limited to the equipment, software and services as proposed in this offer. Changes to quantities, deal structure or third-party partners that are part of this proposal may change the prices contained in this offer.
- Final performance is contingent upon installation of equipment and deployment of TUNet per the final AMI network design and in accordance with Tantalus' specifications. Regardless of the party performing the installation, it is the responsibility of the Customer to provide utility specific information that may have an

impact on the final design and/or performance criteria (i.e. location, conditions of water pits and type of pit lids, etc.) prior to contractual commitment to ensure that all equipment is installed in a manner that mitigates communication issues.

- Final commitments shall be exclusive of failures resulting from the acts, omissions or performance of systems, services or networks provided by third parties or not otherwise within the control of Tantalus; and contingent upon the Customer's taking commercially reasonable actions in connection with maintaining the TUNet system, including, without limitation, entering into and complying with the terms of the End User License Agreement and Technical Support.
- Meters are Third-Party Products. Unless otherwise specifically set forth in writing (and subject to applicable pass through terms and conditions), Tantalus does not provide a guaranty or warranty of any type or manner with respect to Third-party Products (as defined in this Agreement) and disclaims all responsibility and liability for these items.
- Pricing includes all of work, if any component is split, Tantalus reserves the right to reprice. Additional or incremental functionalities are subject to additional fees.
- The pricing provided assumes no bonding is required. The cost of any bonds required by Customer shall be the sole responsibility of the Customer and the cost thereof shall be finalized based on the final project structure as agreed between the parties and paid by Customer to Tantalus in advance of bond issuance..
- Integration to existing vendor supported interfaces are included in the Deployment Services – To the extent Customer requests custom services, including custom integration(s) between TUNet and third party applications that are not existing vendor supported interfaces are not included in the Deployment Services and are subject to additional fees and agreement between Tantalus, Customer and any applicable third party in the form of a written Change Order.
- Deployment services are based on a 9-month deployment and include travel and expenses based on the Customer specific bill of material at the time of contracting. Changes to the Customer's bill of material that require an increased number of onsite visits by Tantalus support personnel, in Tantalus' discretion, are subject to additional fees. Integration to existing vendor supported interfaces are included in the Initial Deployment Services. To the extent Customer requests custom services, including integration(s) between TUNet and third-party applications that are not existing vendor supported interfaces, such customer services are subject to additional fees and agreement between Tantalus, Customer and any applicable third party in writing.
- Tantalus shall invoice the Customer and the Customer shall remit payment to Tantalus for the Deployment Service fees associated with each phase of the project pursuant to the following Milestone schedule:

#	Milestones	Percentage of SV-1000 Due
1	Project Setup/kickoff	15.00%
2	TCC (HES) Installed	10.00%
3	System Design Complete	10.00%
4	Initial Training Session	10.00%
5	System Integration	15.00%
6	Equipment Deployment	10.00%
7	Second Training	10.00%
8	SAT	15.00%
9	Project Complete	5.00%

- Adding additional features and functionality such as NSI, PPX, DA and TAL options will increase Ongoing System Costs/SM-5000" by 22% of added feature/functionality.

- Optional Equipment/Services may be subject to additional terms and conditions, including without limitation those related to use of the software.
- Tantalus does not guarantee pricing of Third-Party AMI Meters, which are quoted pursuant to and subject to the respective third-party meter manufacturer's terms and conditions (including warranty). Notwithstanding anything to the contrary and unless otherwise expressly and mutually agreed to in writing (including applicable pass through terms and conditions) between the Customer, Tantalus and the third-party manufacturer, the third-party terms and conditions shall govern and control over all purchases involving Third-Party Products (as defined in the Agreement).
- Third-Party AMI Meter pricing and any related quantity and price validity terms set forth herein have been provided by the third-party manufacturer, in its sole discretion.
- Changes, including without limitation, the scope, budget, associated pricing and timing shall be discussed between the parties and set forth in a mutually agreed written Change Order.

EXHIBIT E
THIRD-PARTY PRODUCTS

Meter Installation Services shall be provided by Tantalus' subcontractor, NexGen Utility Services.

Itron meters are Third-Party Products, as defined in the Agreement. Tantalus does not guarantee pricing of Third-Party AMI Meters, which are quoted pursuant to and subject to the respective third-party meter manufacturer's terms and conditions (including warranty). Notwithstanding anything to the contrary and unless otherwise expressly and mutually agreed to in writing (including applicable pass through terms and conditions) between the Customer, Tantalus and the third-party manufacturer, the third-party terms and conditions shall govern and control over all purchases involving Third-Party Products.

Third-Party AMI Meter pricing and any related quantity and price validity terms set forth herein have been provided by the third-party manufacturer, in its sole discretion.

For reference purposes, Itron's meter representative relative to the purchase of meter is Anixter, Inc. and the associated terms and conditions are viewable at <http://www.anixter.com/TERMS AND CONDITIONS>

Hosting Services are provided by Tantalus' Third-Party provider, General Pacific Inc., with data hosted at General Pacific's data center located in Fairview, OR, which is further described in General Pacific's Technical Services document attached hereto.



General Pacific

TECHNICAL SERVICES

About Our Data Center

All hosting servers are located in General Pacific's privately owned data center located in Fairview, OR. Built in 2009, our data center was specifically designed, engineered, and constructed for the network. All aspects of the data center construction process were chosen to ensure that all systems and equipment used would maximize the reliability and security of the facility and network.

Power

The General Pacific data center gets its primary power from the Portland General Electric power grid via 3-Phase power feed. Each server rack in the data center is equipped with a dedicated 30 amp power circuit. Automatic and manual emergency power kill switches are linked into the power system in case of fire or other emergency.

Generator Power

The data center power system is backed by on-site generators equipped with automatic transfer switches. These automatic transfer switches start the generator systems within seconds of a power failure. The power load from the data center is then transferred to the generator systems within 2 minutes, once the generators have fully powered up.

Power is then kept on the generator systems until a clean and steady stream of power can be maintained from the primary power grid for at least 20 minutes. Once the primary power grid is ready, the transfer switches re-transfer the load back to the power grid and disengage the generator systems. These generator systems can power and run the data center load for an indefinite amount of time with the fuel and 24-hour delivery contracts we have in place with local vendors.

UPS Battery Power

Critical systems in the data center are also equipped with APC Uninterruptible Power Supplies which keep those systems online while the loads are being transferred to the generators. These critical systems are load balanced across the UPS systems to ensure at least 30 minutes of UPS battery power is available. This allows for enough time for the automatic transfer switches to engage and transfer the power loads to the generator systems.

All of the data center power systems are tested weekly to ensure that proper operation is available in the event of a power failure.

Routing

The routing system design for the network was specifically engineered for maximum redundancy and minimum down time. All of the routers used in the system design are powered using OpenBSD. The routing system utilizes OpenBGPD software to provide its multi stage platform using eBGP and iBGP services.

This routing system allows reduced down time in the event of a hardware failure by allowing each of the routers to be actively connected at all times. When a Router fails the network IP blocks are automatically re-routed to the next Backup Router in seconds of the failure. Once the failed router comes back online, it re-establishes connectivity to all the systems, collects all of the current routing information, and re-assumes its place in system.

Packet Filtering & Firewalling

All of the servers in our data center have two firewalls protecting them from unwanted attacks. Each of the servers is protected by a network edge firewall located on the primary Router systems. These edge firewalls are used to protect the system from attacks coming from the internet.

The secondary firewall for each server is located on each individual server. The server's firewall is used to protect the server from unwanted traffic from other servers on the network.

Core Equipment Placement

Each of our core pieces of equipment such as switches, routers, and DNS servers is strategically located throughout the datacenter to ensure the maximum number of diverse paths for redundancy.

IPv4 and IPv6 Connectivity

The General Pacific Data Center features a full end-to-end dual stack deployment of IPv4 and IPv6. All of our core servers, equipment, and routers respond natively to both IPv4 and IPv6 requests, allowing users on both networks to fully access all services that General Pacific has to offer.

System Monitoring & Security

All of the data center systems are monitored 24 hours a day, 7 days a week to ensure they are working properly. Power systems are monitored for power presence and quality, while security systems are monitored for authorized access codes and motion detection. Once an alarm has been triggered by the monitor, senior data center staff members are instantly notified via SMS, Email, Instant Message, and in some cases a phone call to ensure they are aware of the alarm's presence.

These monitoring systems help General Pacific react quickly to any problems that could arise at the data center.

Hosting Services

Co-Location Services

Co-Location is the ideal option for businesses which require administrative control over their hardware but do not have the time, expertise, or infrastructure to manage a 24/7 network.

General Pacific provides a stable and secure environment for your hardware and gives the Customer complete control over its administration.

Features of co-location include:

- Fully redundant data center with multi-layered network security and reliable infrastructure
- Ability to provide your own hardware
- 99.99% power and network uptime guarantee
- Server racking with managed internet access

- HVAC and environmental controls
- Quality support from an expert staff

Dedicated Server Hosting

Dedicated Server Hosting is an excellent choice for obtaining dedicated resources for your company. Dedicated Server Customers are provided with a unique physical server located in the data center for them to use. Every dedicated server provided by General Pacific is provided all of the following features:

- Full Administrative Access
- Dedicated Server Resources
- Isolation from Other Users
- Customizable Server Configurations
- UPS & Generator Backup Power
- Windows & Linux Systems Available

All Dedicated Server hardware failures are 100% replaced free of charge by General Pacific.

Shared Exchange Hosting

Enjoy all of the features that Microsoft Exchange & Microsoft Outlook has to offer without the upfront cost of Microsoft Server Licensing! Using Microsoft Exchange for your email server allows your email users to access:

- Shared Calendars, Contacts, and Tasks
- Group Calendar Scheduling
- Outlook Web Access
- Mobile Phone Email Sync (iPhone & Android)
- Advanced Spam Filtering

General Pacific's Shared Exchange Hosting allows your company to share your Exchange Hosting hardware with other companies and reduce your overall licensing costs.

Other Services

Technical Support

All of our hosting tools and platforms are backed by our excellent U.S. based technical support team. This helpful and friendly group of individuals is available to all web hosting clients to assist them with any tasks they may need help with. No matter what level of assistance is required, our technical support team is available to help via phone and email.

Server Backup Services

General Pacific can perform daily, weekly, and monthly server backups for any of the equipment stored in our data center. This includes any Co-Location or Dedicated Servers your company might have. Our backup solutions are specifically designed on a per customer basis to ensure that each customer is getting a level of backups that makes them comfortable.

Our Server Backup technologies allow for data restoration of Linux and Windows systems. General Pacific also has in place infrastructure to provide proper backups of:

- Microsoft Active Directory
- Microsoft SQL Server
- Microsoft Exchange Server
- Microsoft SharePoint Server
- Oracle Data Server

General Pacific has the ability to backup all of the servers listed in a live environment without having to take the service offline for a snapshot.

Server Monitoring

General Pacific has automated monitoring systems in place to test your server connectivity every few minutes. Each server can be tested for availability as well as proper functionality of each service on the server.

In the event of a server failure our technicians will be notified immediately informing them of the problem. Many times our staff resolves the problem and gets the services back online before the customers notice the service is offline.

Server Management

General Pacific's server management services are perfect for customers who do not have in house I.T. departments. Our server management services normally include all of the following services:

Software Installation Assistance

Our technicians can install and perform basic required configuration of software packages on your server.

Weekly Monitoring of Server Backups

Technicians will manually verify your server backups from our Server Backup Services for proper functionality on a weekly basis.

Weekly Monitoring of Firewall Rules

Technicians will manually verify the firewall rules setup on your server weekly to ensure that no new or unnecessary rules have been applied by system users or automated systems.

Weekly Monitoring of System Services

Technicians will manually verify the services running on your server to make sure that no extra or unnecessary services are running on your system.

Weekly Monitoring of Operating System Software Updates

Technicians will login to your server and apply any outstanding software updates to the operating system to ensure they are properly upgraded and secured.

Each customer's server management services can be customized to include more or less features as needed.

EXHIBIT F

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this “**Agreement**”) is made and entered into this ____ day of _____, 2020, between Tantalus Systems Inc., a Delaware corporation, with a primary business address of 1130 Situs Court, Suite 230, Raleigh, NC 27606 (“**Tantalus**”) on behalf of itself and its _____ Affiliates, _____ and _____

_____, a _____ with a primary business address of _____

_____, (“**Company**”). **Tantalus and Company** shall be collectively referred to herein as the “**Parties**” and each individually as a “**Party**.” The Parties acknowledge that Tantalus and Company have entered into, or wish to enter into, a business relationship (the “**Business Relationship**”) and that in the course of past, present and/or future dealings between the Parties relating to the Business Relationship or otherwise, the Parties have disclosed and/or may disclose their respective Confidential Information (as defined below) to the other Party. This Agreement is intended to allow the Parties to have open communications during the course of the business dealings contemplated by the Business Relationship, while protecting their respective Confidential Information (including Confidential Information previously disclosed by either Party to the other Party) against unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Confidential Information. As used in this Agreement, the term “Confidential Information” means all information, whether or not reduced to writing, related to the Business Relationship or to the business of either Party or its Affiliates (as defined below) that (a) is provided or made available by one Party or its Affiliates or Representatives (as defined below) (the “**Disclosing Party**”) to the other Party (the “**Recipient**”) or observed by the Recipient in connection with the Business Relationship, in any form and at any time (whether prior or subsequent to the Effective Date), and (b) is either identified as “confidential” (or with other similar designation(s)) by the Disclosing Party, or would or should reasonably be understood by the Recipient to be confidential given the nature of the information and/or the circumstances under which such information was disclosed. Confidential Information includes but is not limited to data (technical and non-technical), formulas, patterns, compilations (including compilations of

customer information), programs (including models), devices, methods (including design methods), techniques, drawings (including equipment drawings), processes, financial information (including sales forecasts), pricing, lists of actual or potential customers or suppliers (including identifying information about those customers), operational information, planning or strategy information, research and development information, information about existing and future products, and information about personnel matters of the Disclosing Party. The Parties further acknowledge and agree that the scope of the Business Relationship, performance thereof, and all discussions between the Parties and information relating thereto, constitute Confidential Information. “**Representatives**” means the directors, officers, employees, agents, consultants, legal counsel, accountants and financial advisors of a Party to this Agreement. An “**Affiliate**” of a Party means any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate,” the terms “**control**” and “**own**” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

2. Exclusions. For purposes of this Agreement, other than with respect to personal data or other legally protected information, “Confidential Information” does not include any data or information which: (a) is or becomes generally available to the public other than by the fault of the Recipient, or by a third-party that has a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (b) is or becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party, provided that the source does not at the time of disclosure have a duty of confidentiality to the Disclosing Party with respect to the disclosed information or is not otherwise prohibited from disclosing that information by a contractual, legal or other obligation; (c) the Recipient can demonstrate by written records was, prior to its receipt from Disclosing Party, known to it at the time of disclosure; (d) is independently developed by the Recipient without use of or reliance on, directly or indirectly, Confidential Information of the Disclosing Party, as demonstrated from the written records of the Recipient; or (e) is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a

governmental entity or agency, or otherwise required to be disclosed by law; provided however that any information required to be disclosed under this Section 2(e) shall be subject to Section 4 below.

3. Protection of Confidential Information. Each of the Parties hereto, its Affiliates and its Representatives (a) must use the same care and discretion as it employs with its own confidential and proprietary information of a similar nature (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information of the Disclosing Party, and (b) must not use the Confidential Information of the Disclosing Party except to further the Business Relationship or as otherwise specifically authorized in writing by the Disclosing Party. Under no circumstances, except as expressly set forth below, shall the Recipient reproduce, distribute, transfer, disclose or otherwise provide or make available, directly or indirectly, any Confidential Information of Disclosing Party to any third-party other than as permitted under Section 4 below, without the prior written consent of the Disclosing Party. Each Party understands that in addition to its obligations to the other Party under this Agreement, it may not use any Confidential Information of the Disclosing Party, or permit the Disclosing Party's Confidential Information to be used by any person or entity, for its or their own benefit or to the detriment of the Disclosing Party, or in violation of any federal or state laws, including securities laws governing insider trading. Each Party understands and will inform its Representatives that such laws prohibit any person, directly or indirectly, from buying or selling securities of any company while in possession of material non-public information regarding that company.

4. Permitted and Compelled Disclosures. Recipient may disclose the Confidential Information of the Disclosing Party only to its Affiliates or Representatives who are directly involved in performing or evaluating the Business Relationship, who have a specific need to know such information, and who are obligated to hold the information in confidence and otherwise to comply with the terms of this Agreement. The Recipient agrees to instruct each of its Affiliates and Representatives to maintain the confidentiality of all of the Confidential Information, and shall be liable for any unauthorized disclosures of Confidential Information or other breach of this Agreement by Recipients' Representatives authorized by Recipient to receive the information. If the Recipient is required to produce or disclose the Disclosing Party's Confidential Information by law, court order or governmental authority, the Recipient must promptly notify the Disclosing Party of that obligation. The Recipient shall not produce or disclose any such

Confidential Information until the Disclosing Party has (a) requested protection from the court or other legal or governmental authority issuing the process (with the reasonable assistance of the Recipient at the Disclosing Party's expense) and the request has been denied, (b) consented in writing to the production or disclosure of such Confidential Information, or (c) taken no action to protect its interest in the Confidential Information within ten (10) business days (or such shorter period required by order of a court or other legal or governmental authority) after receipt of notice from the Recipient of the obligation to produce or disclose. Notwithstanding the foregoing, the Recipient shall only disclose such portion of the Disclosing Party's Confidential Information which the Recipient is advised by counsel is required to be disclosed in order for the Recipient to comply with legal obligation.

5. Return of Confidential Information. Within ten (10) business days following the Recipient's receipt of a written request from the Disclosing Party, the Recipient must (a) return to the Disclosing Party, or at the Disclosing Party's election destroy, all tangible materials containing or embodying the Confidential Information in its possession, custody or control; and (b) securely erase all electronic materials containing or embodying the Confidential Information but shall not be otherwise required to erase, expunge or destroy any electronic copies of Confidential Information created as a result of the Recipient's standard back-up policies and procedures for the retention of information in an electronic format, and certify the same to the Disclosing Party in writing. Notwithstanding the foregoing delivery requirement, the Recipient may destroy any notes, analyses or reports generated by the Recipient to the extent any such notes, analyses or reports contain Confidential Information, and the Recipient shall certify such destruction within such ten (10) business day period.

6. Rights and Ownership of Confidential Information. Recipient acknowledges and agrees that as between the Parties, any Confidential Information is the sole and exclusive property of the Disclosing Party. Except as expressly herein provided, this Agreement shall not be construed as granting or conferring to either Party, either expressly or impliedly, any rights, licenses or interests in or with respect to any Confidential Information of the other Party, including any intellectual property or ownership rights. This Agreement shall also not create any exclusive business relationship or other rights or obligations between the Parties, nor require the Parties to enter into any other definitive business agreement.

7. Competitive Information. Each of the Parties acknowledges and understands that the other Party may currently or in the future market or have under development products or services which are competitive with products or services now offered or which may be offered by the other Party, and, except as expressly set forth in this Agreement, the Parties' communications hereunder will not serve to impair the right of either Party to develop, make, use, procure or market products or services now or in the future which may be competitive with those offered by the other Party, nor require either Party to disclose any planning or other information to the other Party, provided that in no event may either Party use the Confidential Information of the other Party in pursuit thereof.

8. Term and Survival. This Agreement shall remain in effect until terminated by either Party upon ten (10) business days' written notice to the other Party ("**Term**"), provided however, the obligations of either Party under this Agreement with respect to any given information shall survive any termination of this Agreement until the information no longer qualifies as Confidential Information.

9. Warranties. The Disclosing Party represents that if the Confidential Information disclosed hereunder contains confidential or proprietary information of any third-party, such third-party has authorized the disclosure of such information pursuant to the terms hereof. No other warranties of any kind are made with respect to any information disclosed under this Agreement.

10. Notices. All notices under this Agreement must be made in writing and shall be deemed properly delivered when: (i) delivered personally, (ii) sent by e-mail to the address below, delivery confirmation required, or (iii) mailed by certified mail, postage prepaid or overnight delivery service to the address of the other Party set forth below, or (iv) sent by facsimile (provided confirmation of delivery is obtained at the time of transmission). Notices shall be effective upon receipt.

Communications must be addressed to the Parties as follows:

If to Tantalus:
Peter A. Londa, President & CEO
Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606
Facsimile: (919) 900-8978
E-mail: legal_dept@tantalus.com

If to Customer:
Mary Beth Bender, Assistant City Manager /

Director of Public Works, Utilities & Parks
City of Norcross
345 Lively Ave.
Norcross, GA 30071
Facsimile: (770) 255-2335
E-mail: mbender@norcrossga.net

Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a Party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either Party may change the address for service by giving 15 days' advance written notice to the other Party.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

12. Severability. Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes. No modifications of this Agreement will be effective unless set forth in writing signed by both Parties.

13. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of laws provisions which would lead to the application of the laws of another jurisdiction). If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover actual, reasonable attorneys' fees. Except to the extent necessary to obtain jurisdiction over a third-party, any legal action, suit or proceeding arising out of this Agreement shall be brought solely and exclusively in Wake County, North Carolina, and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of tribunals in Wake County, North Carolina.

14. Successors and Assigns. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, and any attempted assignment in contravention with the foregoing shall be void. The rights and obligations of the Parties will inure to the benefit of, will be binding upon, and will be enforceable by the Parties and their permitted successors.

15. Non-Waiver. A waiver of any claim, demand or right

based on the breach of any provision of this Agreement shall not be construed as a waiver of any other claim, demand or right based on a subsequent breach of the same or any other provision.

16. Injunctive Relief. The Recipient acknowledges and agrees that should it or any one of its Representatives threaten to breach or breach any provision of this Agreement, the Disclosing Party will suffer irreparable damages, and its remedy at law will be inadequate. Therefore, the Disclosing Party shall be entitled, in addition to all other remedies available to it at law or in equity, to seek equitable relief, including specific performance and injunctive relief, to enforce any provision hereof and to restrain the Recipient or its Representatives from using or disclosing, in whole or in part, directly or indirectly, any Confidential Information, without payment of a bond or other security.

17. Execution in Counterparts and by Facsimile.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Agreement may be executed and delivered electronically or by facsimile and the Parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

TANTALUS SYSTEMS INC.

By: _____

Name: _____

Title: _____

E-Mail: _____

CITY OF NORCROSS

By: _____

Name: _____

Title: _____

E-Mail: _____

SAMPLE SOW
TO BE MODIFIED AND MUTUALLY AGREED TO DURING CONTRACTING

EXHIBIT G

[FORM OF] STATEMENT OF WORK / SYSTEM ACCEPTANCE TEST PLAN

This Statement of Work (“**SOW**”) is an attachment to that certain TUNet® Network Services Agreement (“**Agreement**”) dated as of July __, 2020 by and between Tantalus Systems Inc. (“**Tantalus**”) and the City of Norcross (“**Customer**”). Tantalus shall provide the Services and Deliverables set forth in, and pursuant to the terms of the Agreement and this SOW, including subsequent modifications thereto. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail unless expressly stated to the contrary herein. This SOW is effective as of the latest signature date below.

1. Description of Deliverables

1.1 Tantalus will: [REFERENCE INITIAL DEPLOYMENT SERVICES AS APPROPRIATE]

1.2 Customer will:

1.3 Installation Partner will:

2. Milestones.

The following represents sample milestones commonly seen in multi-phased AMI deployments. Upon execution of the Agreement, a Kickoff Meeting will be scheduled and Tantalus and the Customer will work collaboratively to develop a Project Plan, including detailed milestones, specific to the Customer’s deployment.

#	Milestones	Percentage of SV-1000 Payment Due
1	Project Setup/kickoff	
2	TCC (HES) Installed	
3	System Design Complete	
4	Initial Training Session	
5	System Integration	
6	Equipment Deployment	
7	Second Training	
8	SAT	
9	Project Complete	

3. Validation and Acceptance Process for Project Deliverables

Validation will consist of running the incremental test cases and comparing them to the defined success criteria described in Attachment A – System Acceptance Test Plan.

Once a test has been successfully performed and signed off on the Attachment A-1 in the System Acceptance Test Record, it is considered complete.

SAMPLE SOW
TO BE MODIFIED AND MUTUALLY AGREED TO DURING CONTRACTING

Acceptance shall be deemed to have occurred at such time that the Customer and Tantalus have signed off on the Tantalus System Acceptance Test Certificate (Attachment A-2) indicating that the system acceptance tests have been completed and that all requirements of Acceptance were met. With respect to each applicable milestone, the parties agree to execute the applicable Tantalus System Acceptance Test Certificate promptly upon the relevant success criteria being met with respect to the applicable system acceptance tests performed as described herein and any failure of a party to execute such certificate shall constitute a breach of the Agreement and, for the purposes of determining whether the requirements of Acceptance have been met, the applicable system acceptance tests shall be deemed to have been successfully completed. For the avoidance of doubt, neither (i) the failure of Customer to execute any Tantalus System Acceptance Test Certificate when the relevant success criteria have been met nor (ii) any act or omission by or on behalf of Customer constituting or causing a breach by Customer of the Agreement and/or the Exhibits thereto shall delay or otherwise impair Acceptance (or the Customer's obligations to pay any fees associated with Initial Deployment Services or otherwise due hereunder).

4. Change Control.

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule
- Discretionary changes to the project scope
- Non-availability of products, resources or services which are beyond the control of Tantalus or Customer
- Environmental or architectural impediments not previously identified
- Lack of access to personnel or facilities necessary to progress the project

All requested contractual changes including requests for Additional Services shall be in writing pursuant to a Change Order when the change results in adjustments to affected provisions, including price, schedule, and guarantees prior to implementation of the change.

No Change Order shall be effective unless executed in writing by both Tantalus and the Customer. In the event that the Parties cannot agree on the cost of a Change Order or scope of schedule change within 15 business days the matter shall be submitted to mediation in accordance with the dispute resolution process set forth in this Agreement. During the pendency of any such dispute, all parties shall remain obligated to perform under this Agreement during the pendency of the mediation.

TANTALUS SYSTEMS INC.

CITY OF NORCROSS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SAMPLE SOW
TO BE MODIFIED AND MUTUALLY AGREED TO DURING CONTRACTING

This is a sample SAT which will be modified to meet the requirements of the proposed solution.

STANDARD SYSTEM ACCEPTANCE TEST (“SAT”)

This document outlines the following:

- The equipment needed to conduct a successful SAT;
- Pre-test requirements; and
- System specific SAT tests used to verify the functionality, accuracy and reliability of Tantalus’ AMI System.

NETWORK EQUIPMENT REQUIREMENTS

At a minimum, the following Tantalus system components need to be installed for a successful SAT to take place:

- At least (X) installed Tantalus electric endpoints will be required for this test. Of these (X), at least X will be new single-phase [] meters requiring the Tantalus [] communication modules and at least (X) (are required) will be poly-phase new [] meters requiring the Tantalus [] communications module.
- (X) IP-Based collector. Tantalus shall use the backhaul communication network provided by Customer to the collector.
- (1) TUNet Control Center
- (X) LAN Repeater (TR-1901 or TR-1905)

PRE-TEST REQUIREMENTS

The following requirements must be met before this SAT can take place:

- All Tantalus equipment is to be set up according to design specifications as per Tantalus Personnel.
- The location of at least one IP-Based Network Collector needs to be finalized by Customer and approved by Tantalus. All equipment and ancillary items (Antenna, Cabling, Grounding, etc.) needs to be in place and installed.
- An appropriate backhaul communication network must be established by Customer to the Network Controller that is reachable by the TUNet Control Center.
- The area containing the electric endpoints needs to be identified and the quantity of each meter type and all other necessary items need to be specified to Tantalus and the meter distributor.
- Purchase orders to Tantalus and the meter distributor need to be issued for all required items.

Standard System Acceptance Test Sample

|SPECIFIC SYSTEM ACCEPTANCE TESTS

The following tests will be performed to verify the functionality of the Tantalus AMI system:

1. Network Operations, LAN, TC-1216, TC-1220-RD, PP-1316, and all Tantalus-equipped meters. Installation and Association

Objective:	Verify that Tantalus-equipped meters complete a normal network acquisition and provide the expected LED status indication from power up through to association with the NS.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop. Meters will be selected to test any meter form and at least one (1) IP-Based Collector.
Method:	This test will entail installing Tantalus-equipped LAN meters that are not connected to a Transceiver. 24 hours after installation, an operator will use the Network Administrator web interface of the Network Server to verify the association status of the Tantalus-equipped meter. By using the Network Admin → LAN Device → Update Device screen, the operator can view the association status, including date and time of association and the reported hardware and firmware versions.
Success Criteria:	The Tantalus-equipped meter will associate with the network within 24 hours from the installation time.

2. Advanced Metering, Meter Activation

Objective:	Verify that newly installed meters begin delivering properly time stamped consumption data and power quality data at their set intervals within 24 hours after the installation.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop.
Method:	Delivery of periodic consumption readings may take up to 24 hours to be reported following initial meter installation/association. A new meter will be installed and the meter serial number and time of installation noted. Up to 24 hours following installation, an operator, using the Network Server Utility Administrator web interface, will search for the meter serial number and verify that the meter is delivering consumption data by viewing the latest reading reported by the meter and the related consumption graph.
Success Criteria:	The meters must send the first consumption data and power quality data within 24 hours of the meter installation. The data must be time stamped with the correct system time.

Standard System Acceptance Test Sample

3. On-Request Meter/ Voltage Reading

Objective:	Verify that an operator can select any meter connected to Tantalus and request an immediate update of the meter reading, voltage and view the current reading.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop.
Method:	Using the Network Server Utility Administrator web interface, an operator will select one or more meters of each meter form from the test meter socket or, if field tested, field installed base of meters for each Transceiver type and request an updated reading from the selected meter(s) and then view the updated reading noting the updated timestamp on the consumption reading. The response time will be measured and recorded. If the customer chooses to test meter(s) in the field, A field worker will reside at the physical location of each meter tested and verify the readings viewed by the Network Server operator.
Success Criteria:	The operator will view all the readings update from all the meters selected via the Network Server in less than 120 seconds from the time the request was submitted. Accuracy of the remote reading will be checked at the meter site during this test. If field tested, the operator will verify the reading with the field worker at the meters physical location and this test is satisfied for all transceivers installed.

4. Consumption and Voltage Profiles

Objective:	Verify that both the kWh readings and the voltage readings can be displayed in graphical form for any residential meter on any selected date and that kWh, kVARh (as applicable), and voltage readings can be displayed in graphical form for any commercial or industrial meter.
Setup:	At the discretion of the customer, this test may either be done using selected consumer service locations or using a test meter socket in the customer's shop. The meters used in this test must be in operation for at least 2 complete days before this test is conducted.
Method:	Using the Network Server Utility Administrator web interface, an operator will select one or more meters of each meter form from the installed base of test meters and view the graphed consumption, voltage readings, and kVARh (as applicable) readings. The graphs will be viewed for a minimum of two selected dates. If field meters are tested, meters will be chosen to test any Transceiver type installed.
Success Criteria:	The graphs display consumption and voltage for all 24 hours for residential meters. The graphs display kWh, kVARh (as applicable), and voltage for all 15-minute intervals (grouped hourly) in 24 hours for all commercial and Industrial meters of the selected days. All the graphed data accurately represents the consumption and voltage. During this process, the operator must be trained on how to change the meter interval and hence the graphed meter interval for all data above to 5 minutes for a commercial or industrial meter and 15 minutes for a residential meter.

5. Outage and Restoration Detection

Objective:	Verify that a Tantalus-equipped meter, not directly connected to a WAN transceiver, reports a power outage immediately on occurrence and reports power restoration immediately on occurrence.
Setup:	This test will entail simulating a power outage by turning off power to a Tantalus-equipped meter fitted to a test meter socket in the customer's shop and/or, if the customer so chooses, after the test this feature will be successfully demonstrated using a sample of installed meters

Standard System Acceptance Test Sample

	of all forms at customer homes or businesses.
Method:	A clock or watch that will be used to track the times of outage and restoration must be synchronized to Tantalus. Using the Network Server Utility Administrator web interface, an operator will monitor the Event monitor window for power outage events. Power to the meters will be shut off and the time will be recorded. The operator will look for the respective outage event to appear in the Event monitor and record the time the event appeared and note the time stamp associated with the outage. The power to the meters shall be left off for at least 5 minutes to ensure the meter module's capacitors have fully discharged, then power will be restored and the time of restoration will be recorded. The operator will look for the respective outage event to clear (i.e. power restoration) in the TUNet Monitor and record the time the event cleared and note the time stamp associated with the restoration. Multiple meters may be tested at the same time whether tested in the shop or in the field.
Success Criteria:	The outage event for all meters will appear within 2 minutes of occurrence and the restoration event (outage clearing) will occur within 10 minutes after the power has been restored to the meters. The time stamps of both events for a particular meter should match the recorded times of the respective power outage and restoration actions, within ± 1 second.

At the discretion of the customer, any of the above tests may be repeated. Once a test has been successfully performed and every required test (not just one particular test) has been signed off in the Tantalus SAT Record (Appendix A), it will be considered complete. The term test should not be misconstrued to be a one-time occurrence. The system should perform to the test level 90% of the time. Therefore, Tantalus cannot continue to try to pass a test until it does and construe this performance as passing any of the tests performed unless there is a technically reason why the test could not be successfully performed (e.g. device under test not connected).

Upon signing off all tests in the Tantalus SAT Record, the Customer and Tantalus will sign the Tantalus System Acceptance Test Certificate (Appendix B) indicating that the system acceptance tests have been completed and that all requirements were met and all tests passed.

Note: Production acquisition and full deployment of meters and supporting equipment are dependent upon successful SAT completion and acceptance by the customer.

Appendix A

ROW #	Reference Contract #	Tantalus Test #	Description	Date Tested	Pass / Fail	Notes	Initials
1		1	Network Operations, General, Time Synchronization				
2		2	Advanced Metering, Meter Activation				
3		3	On-Request Meter/Voltage Reading				
4		4	Consumption and Voltage Profiles				
5		5	Outage and Restoration Detection				

Appendix A

Tantalus Utility Network (TUNet®)**System Acceptance Test Certificate**

Pursuant to the Tantalus System Acceptance Test Plan, as mutually agreed to between Tantalus Systems Inc. and CUSTOMER NAME HERE., this certificate recognizes that on the __ day of _____, 20__, the complete set of system acceptance tests have passed and that the commissioned Tantalus Utility Network has been accepted.

Tantalus Systems Inc.**City of Norcross**

Customer

Signature_____
Signature_____
Name_____
Name_____
Title_____
Title_____
Date_____
Date

Attachment: Norcross GA (ECG Member) Tantalus Network Systems Agreement (20-5822 : Tantalus Systems, Inc. Agreement)

EXHIBIT H
PILOT PROJECT TERMS AND CONDITIONS

NOT APPLICABLE

Attachment: Norcross GA (ECG Member) Tantalus Network Systems Agreement (20-5822 : Tantalus Systems, Inc. Agreement)

EXHIBIT I
SPECIAL TERMS AND CONDITIONS
ECG PARTICIPANT MEMBER UTILITIES

1. Access to Facilities and Related Services.

1.1 Tantalus will provide Customer and ECG with access to Tantalus' facilities as reasonably necessary to perform Customer's obligations under this Agreement. Customer and ECG will provide Tantalus with access to Customer and ECG facilities to the extent designated and required by a Service Agreement.

(a) Tantalus may, with the written Consent of Customer and to the extent required by a Service Agreement, occupy space at a Customer or Participant facility, subject to the following:

(i) Tantalus may only occupy such space for purposes of providing the Services.

(ii) Tantalus will be solely responsible for the conduct, welfare and safety of the Tantalus Representatives while in Customer facilities and will take all necessary precautions to prevent the occurrence of any injury to persons or property or any interference with Customer's or any Participant's operations while occupying such space. Tantalus agrees on behalf of the Tantalus Representatives to submit to reasonable security requirements of Customer and to comply with all rules and regulations established by Customer, including without limitation the Security Requirements.

2. Regulatory Compliance.

2.1 **Generally.** Tantalus will, at its sole cost and at no additional cost or charge to Customer or any Participant, at all times comply with and will perform the Services in compliance with:

(a) all Laws applicable to Tantalus in its performance and delivery of the Services;

(b) all Laws which may not be applicable to a Participant because of the Participant's status as a municipality (i.e., OSHA, FERC) but would otherwise be applicable to a utility and represent standard practice in the utility industry;

(c) all Laws that would apply to Customer or a Participant as a provider of services similar to the Services; and

(d) the Security Requirements.

(i) Tantalus' obligations under subsections (i), (ii), (iii), and (iv) of this Section are collectively the "**Regulatory Requirements**".

2.2 **Non-Compliance.** If Tantalus receives an official charge of non-compliance from a Governmental Authority with respect to Tantalus' or Customer's performance under this Agreement, Tantalus will promptly notify Customer of such charge in writing.

3. Data Privacy and Security.

3.1 **Ownership and Use of Data.** As between Tantalus and Customer, Customer Data is the exclusive property of Customer. Tantalus will at all times follow the Security Requirements regarding use and protection of Customer Data. Except as otherwise expressly provided herein, Tantalus will use and will ensure that the Tantalus Representatives use the Customer Data only in connection with providing the Services, and in accordance with Tantalus' obligations under this Agreement. All access to Customer Data will be subject to the confidentiality provisions; provided, however, the exclusions set forth do not apply to Personal Information. Except as otherwise expressly provided herein, the Customer Data shall not be (i) disclosed, sold, assigned, leased or otherwise provided to Third Parties by Tantalus or any Tantalus Representative, except as expressly permitted by this Agreement or the applicable Service Agreement, or (ii) commercially exploited by or on behalf of Tantalus or any Tantalus Representative, without Customer's prior written Consent in each instance (in Customer's sole discretion). Tantalus hereby irrevocably assigns, transfers and conveys, and shall cause the Tantalus Representatives to assign, transfer and convey, to Customer without further consideration all of its and their right, title and interest in and to the Customer Data. The restrictions set forth in this Section apply regardless of whether Customer Data has been "scrubbed" or otherwise stripped of Personal Information. In addition to use of Customer Data for the provision of Services hereunder, Tantalus and the Tantalus Representatives shall have the right to use Customer Data which does not contain Personal Information for the sole additional purpose of developing or improving products and services of Tantalus and the Tantalus Affiliates.

3.2 **Risk of Data Loss.** When Customer Data is in Tantalus' or a Tantalus Representative's possession or control and an event occurs that prevents or hinders the access to or reliable use of such Customer Data, Tantalus will cure and re-create or restore such data promptly, or in any case, as soon as reasonably possible.

3.3 **Data Retention; Copies of Data for Customer.** Participants may designate data retention

schedules in the Service Agreement. Upon written request to Tantalus, Tantalus will return the Customer Data to Customer in a "flat file" format or on such media and in a format set forth in the Service Agreement. Tantalus hereby agrees that Customer may seek injunctive relief to enforce the provisions of this Section. Tantalus and the Tantalus Representatives will never refuse for any reason, including Customer's material breach of this Agreement, to provide Customer with the Customer Data in accordance with this Section.

3.4 Tantalus will develop and deliver to Customer a comprehensive set of written security requirements applicable to the protection, confidentiality and security of Customer Data, and the delivery of the Services. Such security requirements are subject to Customer's review, comment, and written approval, which will not be unreasonably withheld. Customer and Tantalus will use good faith efforts to complete and finalize the initial version of the security requirements within sixty (60) days of the Effective Date. The finalized version of the security requirements as such may be amended and updated from time to time during the Term of this Agreement, and are labeled the "Security Requirements". Tantalus will at all times maintain, implement, and comply with the Security Requirements. The Security Requirements include any practices, policies and technologies used or practiced by Tantalus related to the security of Customer Confidential Information and the Services. Tantalus will update and maintain the Security Requirements such that they meet and are consistent with, and the Security Requirements will be deemed to include, applicable industry standards for any practices, processes, technologies, standards or controls related to smart grid and data center confidential and personal data, systems, software, technology, and site security. Tantalus will be responsible for the preparation, accuracy, maintenance and currency of the Security Requirements and will prepare and provide to Customer written copies of updates thereto as necessary to reflect any substantive changes therein, and such changes may not have a substantive negative effect on the Services. Tantalus will ensure that the Tantalus Representatives comply with the Security Requirements. Without limiting the foregoing, Tantalus acknowledges that to the extent it processes payment transactions, it is responsible for the security of any cardholder data (as that term is defined in the Payment Card Industry Data Security Standards ("PCI DSS")) it receives or processes and will fully comply with the requirements of the PCI DSS, which will be deemed included in the Standards.

3.5 The Security Requirements will also include a detailed incident response plan, including procedures to address, handle and resolve security breaches, incidents and events that affect the Services, Customer Confidential Information, or the Services, and the Parties will comply with such incident response plan.

3.6 Tantalus will take commercially reasonable measures (which will include running and maintaining then-current commercially available virus protection software) to ensure that no Virus, Bug or similar items are coded or introduced into software deliverables, the Services, or any other Assets, operating environments and processes used by Tantalus to provide the Services, including the information, data and other software materials delivered by or on behalf of Tantalus to Customer. Tantalus will continue to review, analyze and implement improvements to and upgrades of its Virus prevention and correction programs and processes that are commercially reasonable and consistent with the then-current information technology industry's standards. If a Virus or Bug is found to have been introduced, Tantalus will promptly notify Customer and Tantalus will use commercially reasonable efforts and diligently work to eliminate the effects of the Virus or Bug. Tantalus will not modify or otherwise take corrective action with respect to the Customer Environment except at Customer's request. In all cases, Tantalus will take immediate action to eliminate and remediate the Virus' or Bug's proliferation and its effects on the Services, the Services, and any operating environments and processes used by Tantalus to provide the Services, including Tantalus Software and the Customer Software. At Customer's request, Tantalus will report to Customer the nature and status of all Virus and Bug elimination and remediation efforts.

4. Disaster Recovery Services.

4.1 Tantalus will develop, subject to Customer's review and written approval, which will not be unreasonably withheld, an initial Disaster Recovery Plan applicable to all Services performed by Tantalus under this Agreement. The Parties will work together in good faith to complete the initial Disaster Recovery Plan within sixty (60) days of the Effective Date. Portions of the Disaster Recovery Plan applicable to a specific Service Agreement will be included within or developed in accordance with the applicable Service Agreement.

4.2 Tantalus will use, maintain, and comply with, and as necessary execute, the Disaster Recovery Plan, and maintain the capacity to execute and perform such Disaster Recovery Plan during the Term and each applicable Service Agreement Term. Subject to specific requirements set forth in the applicable Service Agreement, Tantalus agrees to implement, maintain and improve the Disaster Recovery Plan as necessary to keep the plan current with applicable industry standards and best practices, and as otherwise necessary to satisfy Tantalus' obligations under this Agreement. Prior to implementing any material Change to the Disaster Recovery Plan, Tantalus will provide Customer a copy of such Change. In no event will any Change to a Disaster Recovery Plan worsen or reduce the quality or effectiveness of the

Disaster Recovery Plan without Customer's prior written consent.

4.3 Upon Tantalus' determination of a disaster or the possibility of the occurrence of a disaster situation, Tantalus will promptly notify Customer and implement the Disaster Recovery Plan. During any disaster, Tantalus will notify Customer daily of the status of the disaster. Upon completion of a disaster, Tantalus will, as soon as reasonably practicable, provide Customer with an incident report detailing the reason for the disaster and all actions taken by Tantalus to resolve the disaster. For the purposes of this Agreement, "disaster" means a Force Majeure Event materially impacting or that could materially impact the Service Location(s) defined in the applicable Service Agreement or Tantalus' delivery of the Services.

4.4 Customer may retain a third party to provide services similar to the Services or sufficient to enable Participants to operate, work around and mitigate the effects of a failure of Tantalus to provide Business Critical Services in the event that Tantalus fails to implement the Disaster Recovery Plan pursuant to its terms and requirements, and Tantalus will be liable for payment for such services from the third party for the lesser of eighteen (18) months or for so long as the disaster continues. Customer will continue to pay Tantalus the appropriate Charges for the Services during such time if Tantalus is satisfying the obligations of this Section.

ADDENDUM I-1
E-VERIFY AFFIDAVIT(S)

Attachment: Norcross GA (ECG Member) Tantalus Network Systems Agreement (20-5822 : Tantalus Systems, Inc. Agreement)

CONTRACTOR AFFIDAVIT

By executing this affidavit, **Tantalus Systems Inc.** ("Contractor") verifies its compliance with O.C.G.A. § 13-10-91, *et seq.* (the "Act") and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the "Rules"), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services or has accepted a Contract award on behalf of the City of Norcross, (1) has registered with; (2) is authorized to use; (3) is using; and (4) shall continue to use through the Contract Period 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.

Contractor further agrees that, should it employ or contract with any Subcontractor(s) in conjunction with the physical performance of services or work required through the acceptance of a Contract Award with _____ of which this affidavit is a part, Contractor shall secure from such Subcontractor(s) similar verification of compliance with the Act and the Rules through the Subcontractor's execution of affidavit Subcontractors Affidavit containing 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:

<u>526344</u> Federal Work Authorization User Identification Number	<u>3/26/2012</u> Date of Authorization
--	---

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

Executed on the ____ day of _____, 20__ in _____, _____

 Signature of Authorized Officer or Agent

 Title of Authorized Office or Agent

STATE OF

COUNTY OF

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 20__.

 NOTARY PUBLIC

(SEAL)

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, *et seq.* (the “**Act**”) and Chapter 300-10-1 of the Rules of Georgia Department of Labor (the “**Rules**”), stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services or work as a Subcontractor under a Contract assigned to Tantalus Systems Inc. (“**Contractor**”) on behalf of _____, (1) has registered with; (2) is authorized to use; (3) is using; and (4) shall continue to use through the Contract Period 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.

The undersigned Subcontractor further agrees that it shall contract for the physical performance of services or work in satisfaction of the Contract only with Sub-subcontractor(s) who present an **E-Verify** Affidavit to the undersigned Subcontractor with the information required by the Act and the Rules. The undersigned Subcontractor shall forward notice of the receipt of an **E-Verify** Affidavit from a Sub-subcontractor(s) to the Contractor named above within five (5) business days of receipt of the notice. If the undersigned Subcontractor receives notice that a Sub-subcontractor has received an **E-Verify** Affidavit from any other contracted Sub-subcontractor, the undersigned Subcontractor must forward, within five (5) business days of receipt of the notice, a copy of the notice to the Contractor named above.

The Subcontractor hereby attests that its **Federal Work Authorization User Identification Number** and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

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

Executed on the ____ day of _____, 20__ in _____, _____

Signature of Authorized Officer or Agent

Title of Authorized Office or Agent

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 20__.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

EXHIBIT J
GIRMA COVERAGE DECLARATION SHEET

Attachment: Norcross GA (ECG Member) Tantalus Network Systems Agreement (20-5822 : Tantalus Systems, Inc. Agreement)



CERTIFICATE OF COVERAGE

ISSUE DATE

8/3/2020

ADMINISTRATOR: 404-224-5000 FAX 404-224-5001 meghan.murray@willis.com

Willis Insurance Services of GA, Inc.
Concourse Corporate Center Five
18th Floor
Atlanta, GA 30328

NAMED MEMBER

CITY OF NORCROSS
 65 Lawrenceville Street
 Norcross, GA 30071

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
 CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
 CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
 AFFORDED BY THE POLICIES BELOW.

Company Affording Coverage

COMPANY A: Georgia Interlocal Risk Management Agency (GIRMA)

COMPANY B:

ID: 27740 COLL: 12240

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

TYPE OF COVERAGE		POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		LIMITS	DEDUCTIBLE
GENERAL LIABILITY		NO-1	5/1/2020	5/1/2021	EACH OCCURRENCE	\$1,000,000	\$0
X	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000	\$0
X	OCCURRENCE				MED EXP (Any one person)	EXCLUDED	
X	GEN'L AGGREGATE LIMIT APPLIES per POLICY				PERSONAL & ADV INJURY	\$1,000,000	\$0
					GENERAL AGGREGATE	UNLIMITED	
					PRODUCTS-COMP/OP AGG	\$5,000,000	\$0
					LAW ENFORCEMENT LIABILITY	\$1,000,000	\$10,000
AUTOMOBILE LIABILITY		NO-1	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT	\$1,000,000	\$0
X	ALL AUTOS				BODILY INJURY (per person)	\$	\$
X	GEORGIA FLEET				BODILY INJURY (per accident)	\$	\$
X	HIRED AND NON-OWNED				PROPERTY DAMAGE (per accident)	\$	\$
AUTOMOBILE PHYSICAL DAMAGE		NO-1	5/1/2020	5/1/2021		ALL VEHICLES	\$
	NO COVERAGE						
	NO VEHICLES OWNED				X	SELECTED VEHICLES	\$1,000
PUBLIC OFFICIALS LIABILITY		NO-1	5/1/2020	5/1/2021		\$1,000,000	\$10,000
EMPLOYEE BENEFIT LIABILITY		NO-1	5/1/2020	5/1/2021		\$1,000,000	\$0
CRIME		NO-1	5/1/2020	5/1/2021		\$500,000	\$1,000
X	BLANKET BOND					\$500,000	\$1,000
X	DEPOSITORS FORGERY					\$500,000	\$1,000
X	MONEY & SECURITIES					\$500,000	\$1,000
PROPERTY		NO-1	5/1/2020	5/1/2021		As per Schedule with GIRMA	\$1,000
X	BUILDINGS & CONTENTS, including EDP					Actual Cash Value	\$1,000
X	MOBILE EQUIPMENT					As per Schedule with GIRMA	\$1,000
X	BOILER AND MACHINERY						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of coverage as it relates to PROJECT: NP 20-126 AUTOMATED METERING INFRASTRUCTURE.

Tantalus Systems Inc. is named as Loss Payee, as their interest may appear.

CERTIFICATE HOLDER

Tantalus Systems Inc.
 1130 Situs Court, Suite 230
 Raleigh, NC 27606

CANCELLATION

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

By: Willis Insurance Services of GA, Inc.

DISCLAIMER

This Certificate of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or administrator, and
 the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SYSTEM ACCEPTANCE TEST PLAN

City of Norcross, Georgia - System Acceptance Test ("SAT")

This document outlines the following:

- The equipment needed to conduct a successful SAT;
- Pre-test requirements; and
- System specific SAT tests used to verify the functionality, accuracy and reliability of Tantalus's AMI System.

Network Equipment Requirements

At a minimum, the following Tantalus system components need to be installed for a successful SAT to take place:

- At least 10 installed Tantalus electric endpoints will be required for this test. Of these 10, at least 5 will be new single-phase Itron Centron meters requiring the Tantalus TC-1216/TC-1220-RD (minimum one of each type) and at least 2 will be poly-phase new Itron Sentinel meters requiring the Tantalus PP-1316.
- One (1) VC-931 VersaComms Gateway. Tantalus shall use the Verizon cellular network provided via Sixnet LTE Cellular Router with Verizon Service setup/obtained by City of Norcross.
- Two (2) TR-1901 900 MHz Pole-Mounted LAN Repeaters.
- One (1) Hosted TUNet Control Center

Pre-Test Requirements

The following requirements must be met before this SAT can take place:

- All Tantalus equipment is to be setup according to design specifications as per Tantalus Personnel.
- The location of at least one Tantalus VersaComms Gateway (VC) needs to be finalized by City of Norcross and approved by Tantalus. All collector/gateway equipment (VC) and ancillary items (Cellular Gear, Cabling, Grounding, etc.) needs to be in place and installed.
- An appropriate backhaul communication network must be established by City of Norcross to the cellular modem to be installed in the VersaComms Gateway and that it is reachable by the TUNet Control Center.

City of Norcross, GA – System Acceptance Test

Specific System Acceptance Tests

The following tests will be performed to verify the functionality of the Tantalus AMI system:

1. Network Operations, LAN, TC-1216, TC-1220-RD, PP-1316, and all Tantalus-equipped meters. Installation and Association

Objective:	Verify that Tantalus-equipped meters complete a normal network acquisition from power up through to association with the TCC.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop. Meters will be selected to test any meter form and at least one (1) Gateway/Collector.
Method:	This test will entail installing Tantalus-equipped LAN meters that are not connected directly to a Gateway/Collector. 24 hours after installation, an operator will use the Tantalus Insight to verify the association status of the Tantalus-equipped meter. By searching for the meter and accessing the meter's details page via the web interface, the operator can view the association status, including date and time of association and the reported hardware and firmware versions.
Success Criteria:	The Tantalus-equipped meter will associate with the network within 24 hours from the installation time.

2. Advanced Metering, Meter Activation

Objective:	Verify that newly installed meters begin delivering properly time stamped consumption data and power quality data at their set intervals within 4 hours after successful association to the network.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop.
Method:	Delivery of periodic consumption readings may take up to 4 hours to be reported following successful completion of meter association. A new meter will be installed and the meter serial number and time of installation noted. Up to 24 hours following installation, an operator, using the Tantalus Insight, will search for the meter serial number and verify that the meter is delivering consumption data by viewing the latest reading reported by the meter and the related consumption graph.
Success Criteria:	The meters must send the first consumption data and power quality data within 4 hours of the meter successfully completing association to the network. The data must be time stamped with the correct system time.

City of Norcross, GA – System Acceptance Test

3. On-Request Meter Consumption/Voltage Reading

Objective:	Verify that an operator can select any meter connected to Tantalus and request an update of the meter consumption/voltage reading.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations or using a test meter socket in the customer's shop.
Method:	Using the Tantalus Insight, an operator will select one or more meters of each meter form/type from the test meter socket or, if field tested, field installed base of meters for each Gateway/Collector type and request an updated reading from the selected meter(s) and then view the updated reading noting the updated timestamp on the consumption reading. The response time will be measured and recorded. If the customer chooses to test meter(s) in the field, a field worker will reside at the physical location of each meter tested and verify the readings viewed by the web interface operator.
Success Criteria:	The operator will view all the readings update from all the meters selected via the Tantalus Insight in less than 5 minutes from the time the request was submitted. Accuracy of the remote reading will be checked at the meter site during this test. If field tested, the operator will verify the reading with the field worker at the meters physical location and this test is satisfied for all TUNet Equipped meters tested.

4. Consumption and Voltage Profiles

Objective:	Verify that both the kWh readings and the voltage readings can be displayed in graphical form for any residential meter on any selected date and that kWh, kVARh/kVAh (as applicable), and voltage readings can be displayed in graphical form for any commercial or industrial meter.
Setup:	At the discretion of the customer, this test may either be done using selected consumer service locations or using a test meter socket in the customer's shop. The meters used in this test must be in operation for at least 2 complete days before this test is conducted.
Method:	Using the Tantalus Control Center web interface, an operator will select one or more meters of each meter form from the installed base of test meters and view the graphed consumption, voltage readings, and kVARh/kVAh (as applicable) readings. The graphs will be viewed for a minimum of two selected dates. If field meters are tested, meters will be chosen to test any TUNet equipped meter.
Success Criteria:	The graphs display consumption and voltage for Commercial/Industrial and residential meters. All the graphed data accurately represents the consumption and voltage.

City of Norcross, GA – System Acceptance Test

5. Outage and Restoration Detection

Objective:	Verify that a Tantalus-equipped meter associated to a Gateway/Collector, reports a power outage and power restoration.
Setup:	This test will entail simulating a power outage by turning off power to a Tantalus-equipped meter fitted to a test meter socket in the customer's shop and/or, if the customer so chooses, after the test this feature will be successfully demonstrated using a sample of installed meters of all forms at customer homes or businesses.
Method:	Using the Tantalus Insight, an operator will monitor the Event monitor window for power outage events. Power to the meters will be shut off and the time will be recorded. The operator will look for the respective outage event to appear in the Event monitor and record the time the event appeared and note the time stamp associated with the outage. The power to the meters shall be left off for at least 5 minutes to ensure the meter module's capacitors have fully discharged, then power will be restored and the time of restoration will be recorded. The operator will look for the respective outage event to clear (i.e. power restoration) in the TUNet Monitor and record the time the event cleared and note the time stamp associated with the restoration. Multiple meters may be tested at the same time whether tested in the shop or in the field.
Success Criteria:	The outage event for all meters will appear and the restoration event (outage clearing) will occur after the power has been restored to the meters. Outages will appear within the live feeds in the Event Monitor as well as the TRUView GIS system.

City of Norcross, GA – System Acceptance Test

6. Remote Disconnect and Reconnect of TC-1220-RD Enabled Meters

Objective:	Verify that a Tantalus enabled Itron remote disconnect meter will disconnect and reconnect the service on command.
Setup:	Use an Itron Centron II Remote Disconnect meter with the TC-1220-RD Tantalus Module to conduct this test. Meter should be setup in a controlled environment with power. Meter must be fully associated on the Tantalus system.
Method:	Through Tantalus Insight, look-up the test meter details and under the Remote Disconnect widget, send a “Get Status” command to the meter verify that it is currently in a power connected state and communicating. Proceed to select the “Disconnect” function on the remote disconnect meter. Through a live update, Tantalus will show the command being sent to the meter and a successful validation of the power being disconnected. A utility employee will be monitoring the meter, verifying that the relay did actuate and that load side power is zero volts. After validation and 60 seconds or more from actuating the relay (allowing the relay circuit to recharge), through Tantalus Insight, the “Connect” or “Arm for Connect” functions can be selected. Through a live update, Tantalus will show the command being sent to the meter and a successful validation of the power being reconnected or that the armed state is active, allowing for the re-connect button on the meter to be enabled for the relay actuation. Utility can choose which function to test, connect or armed for connect, and take the appropriate action to connect back the server accordingly. Once connected, the utility employee will verify that the relay did actuate and that power is once again supplied to the load side.
Success Criteria:	Remote Disconnect Meter will successfully disconnect and reconnect the load side power via the TUNet interface.

City of Norcross, GA – System Acceptance Test

7. Events and Alarms

Objective:	Verify that (to the extent practical) meter events and alarms provided by the meters supported by TUNet can be retrieved and reported.
Setup:	At the discretion of the customer, this test may either be done at selected consumer service locations using live meters or a test meter socket in the customer's shop or some combination of both.
Method:	Using Tantalus Insight, an operator will create conditions on the test bench at the meter shop to simulate events and alarms (to the extent practical) the meter is capable of generating.
Success Criteria:	Events and alarms can be generated and observed in TUNet.

At the discretion of the customer, any of the above tests may be repeated. Once a test has been successfully performed and every required test (not just one particular test) has been signed off in the Tantalus SAT Record (Appendix A), it will be considered complete. The term test should not be misconstrued to be a one-time occurrence. The system should perform to the test level 90% of the time. Therefore, Tantalus cannot continue to try to pass a test until it does and construe this performance as passing any of the tests performed unless there is a technically reason why the test could not be successfully performed (e.g. device under test not connected).

Upon signing off all tests in the Tantalus SAT Record, City of Norcross and Tantalus will sign the Tantalus System Acceptance Test Certificate (Appendix B) indicating that the system acceptance tests have been completed and that all requirements that all requirements for a successful pilot were met and all tests passed.

Note: Production acquisition and full deployment of meters and supporting equipment are dependent upon successful SAT completion and acceptance by the customer.

Appendix A

Tantalus Test #	Description	Date Tested	Pass / Fail	Notes	Initials
1	Network Operations, Installation, & Association				
2	Advanced Metering, Meter Activation				
3	On-Request Meter Consumption & Voltage Reading				
4	Consumption and Voltage Profiles				
5	Outage and Restoration Detection				
6	Remote Disconnect and Reconnect of TC-1220-RD Enabled Meters				
7	Events and Alarms				

Appendix B

Tantalus Utility Network (TUNet®)**System Acceptance Test Certificate**

Pursuant to the Tantalus System Acceptance Test Plan, as mutually agreed to between Tantalus Systems Inc. and the City of Norcross, Georgia, this certificate recognizes that on the __ day of _____, 20__, the complete set of system acceptance tests have passed and that the commissioned Tantalus Utility Network has been accepted.

Tantalus Systems Inc.**City of Norcross**

Customer

Signature_____
Signature_____
Name_____
Name_____
Title_____
Title_____
Date_____
Date

Attachment: Norcross SAT (002) (20-5822 : Tantalus Systems, Inc. Agreement)



General Project Information

Respond to each question. For each "No" response, include an issue in [Open Issues](#) below.

Customer Name:			
Start Date		Finish Date	
Have all requirements been met?	☐ Yes	☐ No	☐ Not Applicable
If "No" is checked, identify open activities here and provide more details in Open Issues			

Deployment Team Members

The personnel that participated in the deployment are

Name	Position
	Tantalus Project Manager
	Customer Project Manager
	Systems Engineer
	Executive Sponsor

Table 1: Deployment Team Members

Project Requirements

<List the Requirements of the deployment.>

Materials

<List the final Bill of Materials>



Contract Milestones

Are there specific contract milestones?	☐ Yes	☐ No	☐ Not Applicable
---	---------------------------	--------------------------	--------------------------------------

If yes, list details around specific contract milestones below.

Milestone / Deliverable	Planned completion date	Actual completion date	Deviation [days]

Table 2: Milestones Completion

Open Issues

Are there any Open Issues?	☐ Yes	☐ No	☐ Not Applicable
----------------------------	---------------------------	--------------------------	--------------------------------------

Open Issue Description	Assigned To	Agreed-Upon Resolution

Signature below confirms that the requirements for the Tantalus AMI Deployment Project have been delivered and met, resulting in a successful completion.

From this point forward in our relationship, _____ will be considered fully deployed as per the original intent of the Tantalus AMI Deployment Project.

Approvals:

Tantalus Systems Inc.:

City of Norcross, Georgia

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CITY OF NORCROSS**

65 Lawrenceville St
Norcross, GA 30071-2556
(770) 448-2122

PURCHASE ORDER

L.1.g

PO Number:**18-4830****Date:**

08/07/2020

Request # :**Vendor # :**

18-5617

01-14400

ISSUED TO:

TANTALUS SYSTEMS INC
1130 SITUS COURT
SUITE 230
RALEIGH, NC 27606

SHIP TO:

NORCROSS CITY HALL
65 LAWRENCEVILLE ST
NORCROSS, GA 30071

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJECT	PRICE	AMOUNT
1	1.00	TANTALUS CONTRACT 2020	510-5.4610.52.3850		998,421.00	998,421.0
2	1.00	TANTALUS CONTRACT 2020	510-5.4610.52.3850		40,200.00	40,200.0
In response to the AMI Request for Proposal, see attached Bill of Materials, TUNet Network System Agreement & the City of Norcross Contractor Agreement for \$1,038,621.00						
					TOTAL	

Approvals:**Department Head:** _____ **Date:** _____**City Manager:** _____ **Date:** _____

1,038,621.0

1. Original invoice plus one copy must be sent to:
City of Norcross, Accounts Payable Dept, 65 Lawrenceville St, Norcross, GA 30071-2556.
2. Purchase Order numbers must appear on all packages, packing slips and invoices.
3. The City is exempt from all federal excise and state tax - ID# 58-6000632

Finance Dept. (770) 448-2122 Fax (770) 448-5945

Attachment: Tantalus PO (20-5822 : Tantalus Systems, Inc. Agreement)

John-

In furtherance of my email from last week and as you and I discussed on the phone this afternoon, I would like to pass along the performance and payment bonding information you previously requested. We received confirmation today from Ben Stahl of Aon who is acting as our commercial surety broker that OneBeacon Surety Group has authorized Aon to execute payment and performance bonds for the City of Norcross project (conditioned on the execution and delivery of the requisite documentation for such bonds). The premium for the two bonds, inclusive of all administrative and other fees, is approximately \$23,000- with the exact amount to be invoiced following execution of the bonding documents. Please note that the bond forms will be annual so that there will be additional premiums after 12 months if the bonds are maintained. Our understanding is that the deployment should be completed within 12 months and that would eliminate the need for any renewal premiums.

Per the past correspondence, we have presented the proposal highlighted below as an alternative to securing the payment and performance bonds described above. We believe that the proposal mitigates risk for the City while allowing the City to avoid the cost of the bond premiums. I would like to clarify one item in the alternative proposal as it applies to the retainage- the retainage would apply to Tantalus equipment and services but would not obviously apply to third-party products and services as we would be obligated to make payment to those third parties. Please let me know if you have any questions.

At this point, I believe we have provided all of the information that you and Mary Beth need for Monday's meeting with the City Council and Mayor. Please let us know if you need anything else. We appreciate all of your help and guidance in getting us to this point and look forward to a productive discussion on Monday. Thanks.

Best,

Mike

Attachment: Email Correspondence from Tantalus Legal Team (20-5822 : Tantalus Systems, Inc. Agreement)

Mr. Underwood-

I apologize for the delay in responding to your message from yesterday as I had some family obligations to attend to. Tantalus has offered to cover the premiums for the first year of the performance and payment bonds required by the City. If the Council elects to have such bonds put in place for the AMI deployment project, we will arrange for the bonds to be written by Atlantic Specialty Insurance Group per my email on Friday. The performance and payment bonds will cover Tantalus' obligations with respect to the full deployment of the system under the Network Systems Agreement (NSA) we have mutually agreed to, as well as any payments due to third parties for meters and installation services- in the aggregate amount of \$998,421.85. We would ask that upon Acceptance (as such term is defined in the NSA) of the system, the obligation to maintain the bonds will be released. The expectation is that the deployment will be completed within 12 months so renewal of the bonds would not be necessary, but if such renewal is required, the premiums for the renewal would be added to the annual fees for maintenance and support that the City will be invoiced for by Tantalus.

I believe this arrangement confirms that Tantalus is not changing its pricing from its response to the City's RFP and I hope that alleviates the concerns you and I discussed Friday afternoon. If you require any additional information, please let me know and I will work with our team to get you what you need. Thank you again for your efforts in moving this project across the finish line.

Best,

Mike



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5820	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Policy Work Session
Title:	Police Administration Design Agreement/LEED Design		

Sponsors:

Code Sections:

Attachments:

1. [PWUP20-02 Consultant Agreement, Police Admin Reno Design](#)

Title

Police Administration Design Agreement/LEED Design

Drafter

Erica Madsen

Motion

A motion to Approve/Deny a LEED design agreement between CROFT & Associates and the City of Norcross at a proposed cost of \$190,700 for the renovation of the existing library building into a new Administration Building for the Norcross Police Department.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

MEMO

To: Mayor & Council
 From: Erica Madsen, City Engineer

RE: PWUP20-02 Renovation Design for Norcross Police Administration Building LEED Design Addition

In July 2020, Mayor and Council approved the award of the above-referenced project to CROFT & Associates at a proposed cost of \$153,700 for design, but it has not yet been executed. The contract is attached to this agenda item.

This contract includes the base design fee approved in July. Staff needs direction to determine if Council wishes to pursue LEED Documentation for the building, at a contract cost addition of \$30,500. LEED is a 3rd party sustainable building rating system that involves selection of building materials and systems for occupant health, waste reduction and energy/water efficiency. The City's Green Building Policy signed in 2010 establishes guidelines for planning projects. Council also has the option to add on a project rendering at a cost of \$1500 for illustrative purposes.

A revised contract total for the items listed above would be \$190,700 including maximum reimbursable expense. This overall cost is still within the expected maximum fee range for the project as discussed when Council approved the design project for public proposal solicitation.

Attached: Consultant Agreement

Consultant Agreement

AGREEMENT BETWEEN CROFT & ASSOCIATES AND THE CITY OF NORCROSS

***PROJECT: Norcross Police Administration Building Design
in accordance with PWUP20-02***

Project Description

The Consultant's work for PWUP20-02 includes the preparation of Construction Documents for the renovation of an existing library building into a new Administration Building for the Norcross Police Department. This update will be used to inform future policy decisions and to plan capital projects, if they are determined to be necessary, to encourage economic development in the downtown area. The study shall include all services specified in PWUP20-02 documents, including addenda.

This AGREEMENT is made this _____ day _____ in the year two thousand twenty (2020) between **The City of Norcross**, hereinafter the "Owner", and CROFT & Associates, (hereinafter the "Consultant") for the following Project.

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

SCOPE OF WORK:

The Consultant shall be expected to meet with Community Development staff prior to the commencement of project. This meeting shall serve as an opportunity for both parties to review the specifications and scope of work.

The project is to be completed in accordance with PWUP20-02. The project should begin within ten (10) working days after receipt of notice to proceed.

The Consultant further represents and warrants as follows:

Limitation of Liability.

Owner and Consultant have considered the relative risks and benefits of the Project to both Owner and Consultant, and agree to allocate risks such that, to the fullest extent permitted by the law, the total liability of Consultant, its directors, officers, partners, employees, subconsultants and subcontractors (the "Limited Parties"), to Owner for any and all injuries, claims, losses, expenses (including attorney's fees and costs), or damages of any nature whatsoever, shall be limited such that the total aggregate liability of the Limited Parties shall not exceed the Consultant's total compensation received for services rendered and reimbursable expenses incurred in connection with the Project. This limitation shall apply to any and all liabilities and causes of action, however alleged or arising and regardless of the nature of the fault, unless otherwise prohibited by law. To the extent that any portion of this limitation is prohibited by law, such prohibited portion shall be deemed excluded from this provision, and the remainder shall remain in effect.

A. ATTACHMENTS:

1. Attachment "A" City of Norcross Request for Proposal and bid specifications – Project Description
2. Attachment "B" Consultant's Submittal

B. FEE PROPOSAL:

1. The owner shall pay the Consultant for the material and labor to be performed under the contract, the sum of total fees not to exceed *one hundred and ninety thousand, seven hundred dollars, (\$190,700.00)*.

C. SCHEDULE:

1. The Consultant is prepared to begin work upon receipt of a signed contract and notice to proceed.

D. TERMS AND CONDITIONS:

This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together with the exhibits identified herein, shall constitute the entire agreement between the City of Norcross and Consultant in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.

E. INSURANCE REQUIREMENTS

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

The cancellation provision should provide 30 days advance notice of cancellation.

Certificate Holder should read:

City of Norcross, its elected officials and employees
65 Lawrenceville Street
Norcross, GA 30071

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

CROFT & ASSOCIATES

CITY OF NORCROSS

(Signature)

Craig Newton, Mayor

(Printed name and title)

Monique Lang, City Clerk

(DATE)

(DATE)

(SEAL)

(SEAL)

REQUEST FOR QUALIFICATIONS AND SEALED FEE PROPOSAL
PWUP20-02
RENOVATION DESIGN & CONSTRUCTION ADMINISTRATION SERVICES FOR
NORCROSS POLICE ADMINISTRATION BUILDING

INSTRUCTIONS

The qualification package and 4 copies (5 total) should be submitted in a sealed envelope, clearly marked "NORCROSS POLICE ADMINISTRATION BUILDING" on its face, to:

City of Norcross Community Development Department
65 Lawrenceville Street, 2nd Floor
Norcross, GA 30071
Attn: Erica Madsen, City Engineer

All Proposals must be submitted by Thursday April 30, @ 11:00 a.m. to:

Erica Madsen, City Engineer
erica.madsen@norcrossga.net
Community Development and Planning Department

Please submit questions via e-mail only. Submit questions/requests to Erica Madsen via e-mail at erica.madsen@norcrossga.net All questions/requests must be submitted via e-mail prior to 5 p.m. Friday April 10, 2020.

In the interest of public health no pre-proposal meeting will be held. Please email questions and we will work to generate addenda on a rolling basis until the deadline for questions has passed.

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

No proposal may be withdrawn within thirty (30) days after the proposal opening and all proposals shall remain firm during this period.

We appreciate your interest in the City of Norcross!

REQUEST FOR QUALIFICATIONS AND SEALED FEE PROPOSAL

RENOVATION DESIGN & CONSTRUCTION ADMINISTRATION SERVICES FOR NORCROSS POLICE ADMINISTRATION BUILDING

I. BACKGROUND

The City of Norcross and Gwinnett County are jointly funding construction of a new library at Lillian Webb Park. Upon completion of the library, anticipated mid-year in 2022, the existing library at 6025 Buford Hwy, Norcross, GA will be closed. The City of Norcross will renovate this existing building to serve as the new Norcross Police Administration Building. The City's desire is to have renovation construction plans finalized for bidding upon closure of the library. The police department has developed a conceptual space programming plan for the new Administration Building, included in this Request for Qualifications Package.

The 2017 SPLOST program currently includes \$970,000 in funding toward this project, which is anticipated to include design and a portion of construction. The City of Norcross has an established Green Building policy included in this Request for Qualifications package.

The existing Gwinnett County Public Library is located at 6025 Buford Hwy, Norcross, GA 30071. It was constructed in 1990 and is approximately 1,328 SF on 1.92 acres. Water and sewer is provided by Gwinnett County Water Resources

II. SCOPE OF WORK

The Scope of Services includes all architectural and site design services to convert the existing Norcross Public Library Branch into a new Norcross Police Administration Building. Project will include construction cost estimation, development of a comprehensive project manual of specifications and all construction documents needed for public bidding of the construction project. The scope of construction administration/commissioning services will be developed during the design process. Design plans shall include interior demolition, site renovations, erosion control, and tree protection/landscape design. Irrigation to be design/build.

Kickoff/Develop Base information

- Design team shall commission a field run survey including all underground utility locations, topography and tree locations. A boundary survey plat from 1988 will be provided in hard copy format.
- Design team will develop base as-built building plans based on building design plans (hard copy) and field measurements.
- Design team shall coordinate a kickoff meeting with City Staff including City Engineer, Police Chief, and Public Works Director at a minimum to discuss project goals, programming, budgets and overall project schedule. Stakeholder group to be identified.
- Design team shall be prepared to discuss recommendations for compliance with the Green Building policy and how to achieve LEED certification.

Design Phases

- Conceptual Design shall include a 30% design level construction document package, including PDF and Hard copy submittal to the City, with associated cost estimate for budgeting purposes. A design review meeting with the City Stakeholders shall be included. Stakeholders will provide review comments within 1 week.
- Schematic Design shall include 60% design level construction document package including PDF and hard copy submittal to the City, associated cost estimate and project specification manual outline. Design team shall update compliance toward the Green Building policy. Design team shall meet with City Stakeholder for design review and then develop a short project update presentation for a City Council Policy Work Session. Stakeholders will provide review comments within 1 week.
- Construction Document Design shall include 90% design submittal, with associated cost estimate, in PDF and hard copy format. Submittal shall include all design disciplines for municipal permitting review, including site and building design and a complete project manual of specifications for review. Land Disturbance Permitting will be handled through the City of Norcross. The consultant will be required to submit design plans for municipal plan review, including submittal Gwinnett county Fire Marshall's office. GDOT will require approval for all streetscape work along Buford Highway. All revisions for permitting approval shall be included in the fee. The City of Norcross has online plan submittal, so hard copy design plans are only required upon plan approval.
- Bid Package shall include full 100% construction documents and specifications integrating all stakeholder comments and municipal review comments to date for construction bidding.

III. PROPOSAL SUBMISSION INSTRUCTIONS

9 pages maximum, exclusive of resumes, cover sheets and lump sum 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 organization chart showing team structure and personnel for the project.
4. **Project Approach/Schedule (3 pages, maximum)**– Submitters shall include a summary of the recommended approach and milestone dates for data gathering, design development and presentation of recommendations
5. **Experience/References (3 pages, maximum)** – Submitters shall include a summary of 3 projects of similar size/scope within the past 5 years. Include a reference with contact information for each project. Also include approximate project construction budget, key sub consultants and project status (in design, in construction, complete, for example)
6. **Resumes** – Submitters shall include resumes for key personnel on the project
7. **Lump Sum Fee Proposal – in separate envelope**

EVALUATION CRITERIA

Project Approach:	45%
Schedule:	5%
Experience/References:	40%
Fee:	10%

Projects will be ranked by qualifications first, and then the fees for the highest ranking 3 firms will be opened and given 10, 6, or 3 points respectively by lowest fee to highest fee

The fee proposal should be responsive to the range of issues elaborated in this Request for Proposal. Provide a written scope including the information outlined above a line item lump sum fee proposal prepared to cover ALL consulting fees needed to complete the work. The total fee proposed shall be considered to be indicative of all fees which will be generated by the prime consultant and all sub-consultants whose consulting services are required to complete the work described in Section III, Scope of Work. Please structure the fee proposal as follows:

- I. Kickoff/Base Plan Development (Lump Sum)
- II. Design Phase (Lump Sum)
- III. Reimbursable Expenses (NTE)
- IV. LEED Design Coordination (Lump Sum)

If the Consultant anticipates that services will be required to complete the work which is not outlined in the Scope of Work, the Fee Proposal should describe these services in a distinct line item.

Proposers are expected to carefully examine the scope of work, the attached concept plan and conditions of the RFP prior to submission. All interpretations or corrections will be issued as addenda and will be sent to all proposers. No addenda will be issued during a period beginning 48 hours before the date for receipt of proposals.

IV. RESERVATIONS

The City of Norcross reserves the right to reject all proposals, to negotiate changes in the scope of work or services to be provided and to otherwise waive any technicalities.

THANK YOU FOR YOUR INTEREST IN THE CITY OF NORCROSS.

CITY OF NORCROSS

GREEN BUILDING POLICY

1. Purpose

The purpose of this policy is to establish guidelines for the City of Norcross to plan, design, construct, manage, renovate and maintain its facilities and buildings in a sustainable manner. Green buildings are designed to reduce the overall impact of the built environment on human health and the natural environment by reducing the carbon footprint. Green buildings accomplish these goals in three main areas:

- a. by efficiently using energy, water and other resources,
- b. by protecting occupant health and improving employee productivity, and
- c. by reducing waste, pollution and environmental degradation.

Several certification programs and benchmarks exist to rate the sustainability of a building. These are:

- a. United States Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system and
- b. Environmental Protection Agency and Department of Energy's EnergyStar and EarthCraft Light Commercial programs include guidelines for buildings that are not LEED certified.

The intent of this policy is to ensure that all new buildings constructed by the City of Norcross shall be designed, measured and constructed using these programs.

2. Scope

This policy applies to both new construction and renovations as specified below:

New Construction

- a. The LEED rating system shall be used as guidance for a design and measuring tool to ensure that new construction and renovations are designed and constructed by sustainability in accordance with accepted national standards.
- b. Facilities and buildings over 5000 square feet of occupied space shall be certified under the LEED-NC certification standards. The certification can be Certified, Silver, Gold or Platinum depending upon the most practical application for the project at hand. A recommendation for such certification will be made by the city staff and approved by the Mayor and Council for each project individually.
- c. Facilities and buildings less than 5000 square feet of occupied space are encouraged to be designated LEED-NC certified. However, if LEED-NC certification is not feasible in the judgment of the city staff and the Mayor

and Council per the exceptions in Section 5, smaller buildings must be certified using Energy Star or EarthCraft Light Commercial standards.

Renovations

- a. Facilities and buildings requiring greater than 50% of space or occupants to be remodeled would be LEED-NC (New Construction).
- b. Facilities and buildings requiring less than 50% of space or occupants to be remodeled would be LEED-EB (Existing Building).

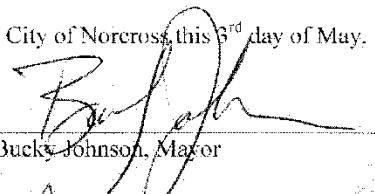
3. Exceptions

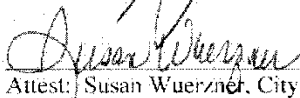
- a. Historically designated building with design considerations which limit the inclusion of green materials or building techniques to maintain the historical character.
- b. Buildings or projects for which achieving LEED certification would increase the costs by 20% or more such that the project is no longer financially feasible. Examples are development on brownfield sites, sites with no infrastructure or historic preservations sites.
- c. No practical green alternative exists for the particular project or improvement.
- d. If a Return On Investment (ROI) analysis does not indicate this is a reasonable and prudent business decision.

4. Responsibility

The responsibility to ensure implementation of this policy is delegated to the City Manager and city staff.

Adopted by Mayor and Council of the City of Norcross, this 6th day of May, 2010.


Buck Johnson, Mayor


Attest: Susan Wuerzner, City Clerk

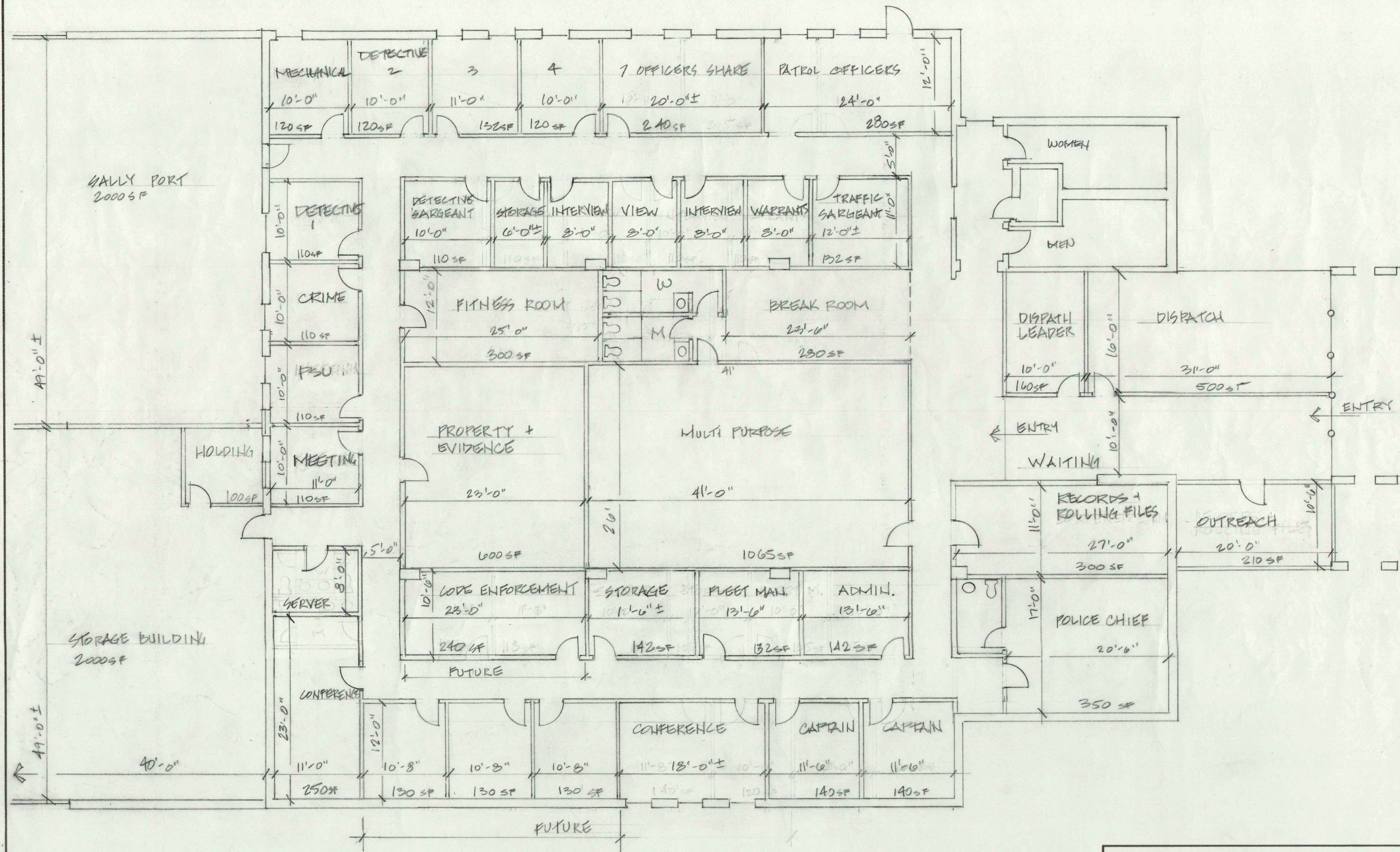


MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **ANDREW HIXSON** · COUNCILMAN **JOSH BARE** · COUNCILMAN **CHUCK PAUL**
COUNCILMAN **DAN WATCH** · COUNCILWOMAN **ELAINE PUCKETT** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

PWUP20-02
Renovation Design for Norcross Police Administration Building
Addendum #1 (3 page)

The Project Background narrative in the RFQ indicates that a Conceptual Space Programming plan has been developed for the project. It is included here as page 2. An aerial photograph of the project location is included as page 3.

Additional project questions have been received and will be consolidated and answered in a following addendum



SCALE: 1/8" = 1'-0"	APPROVED BY:	DRAWN BY:
DATE: 6-28-19		REVISED:
		DRAWING NUMBER:

Attachment: PWUP20-02 Consultant Agreement, Police Admin Reno Design (20-5820 : Police Administration Design Agreement/LEED Design)





MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **ANDREW HIXSON** · COUNCILMAN **JOSH BARE** · COUNCILMAN **CHUCK PAUL**
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PWUP20-02

Renovation Design for Norcross Police Administration Building Addendum #2 (3 pages total)

1. Is this building considered an “Essential Facility”. If so, there will be structural modifications needed and we want to know if we need to include those in our scope. Many times Police facilities are categorized as essential facilities.
 - a. We believe it will be considered an Essential Facility.
2. Commissioning Services. Under section II. SCOPE OF WORK, it is stated that commissioning services are included in the SOW. We want to confirm that this is correct?
 - a. The RFQ shall be edited to remove references to performing commissioning services and construction administration services. However, we will need the design team to prepare a scope of recommended construction phase services for a future separate contract.
3. Affidavits. Is there a specific section in which we are to place the two affidavits? Or, do we create a section 8 and place the documents in that section?
 - a. Please create a Section 8.
4. The 1,328 sf mentioned in the Background paragraph doesn’t seem consistent with the scale of the existing library building. Is that figure correct?
 - a. Apologies for that typo mistake. It is closer to 11,000 SF heated space.
5. The Background paragraph states that there is currently foreseen funding in the amount of \$970,000 to cover design fees and a portion of construction. Is it known as yet what the ultimate budget will be for this project?
 - a. The total budget has not yet been defined. Only the noted amount has been identified for project funding, so the City will need the selected design team to help determine what level of additional funding will be required in order to meet the Police Department’s base needs. The City hopes to identify additional funding sources from future city budgets, grants or other sources.
6. Landscape design. Considering that the site is already developed, what is the extent of landscape design the city envisions for the project?
 - a. Only what is required for potential LEED points or to replace failing/aged plant material.
7. I was reading the RFQ for renovating Norcross’ library to be a police facility and am wondering if the new facility will include a dispatch center or emergency operations center?
 - a. Dispatch was included in the space planning shown in Addendum 1.

8. Is there an on-demand list of civil, MEP/FP and structural firms for the city of Norcross?
 - a. It is included as an attachment to this PDF. Be advised, that contract will be re-advertised in 2020 because we are at the end of the contract period.
9. Would you be interested in a quote for LEED Certifying this project?
 - a. It is City policy that all new construction or renovations be LEED certified.



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR OF PUBLIC WORKS, UTILITIES & PARKS

Based on the scoring results, the following professionals have been selected:

Surveying:

Columbia Engineering
 Patterson & Dewar
 MAAI
 McFarland Dyer
 Hayes James

Site & Landscape Architect:

Columbia Engineering
 Lose & Associates
 Foresite Group
 Greenberg Farrow
 Pond
 B+C Studio

Environmental Engineering/Geotechnical:

ECS
 United Consulting Group
 GeoHydro
 Terracon
 MAAI

Transportation & Traffic Engineering:

Pond
 Columbia Engineering
 Holt Consulting Company
 Keck & Wood
 Lose & Associates

Architectural & Structural Design:

Pond
 Pieper O'Brien Herr
 Greenberg Farrow
 Patterson & Dewar
 McMillan Pazdan Smith



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **ANDREW HIXSON** · COUNCILMAN **JOSH BARE** · COUNCILMAN **CHUCK PAUL**
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PWUP20-02

Renovation Design for Norcross Police Administration Building Addendum #3 (3 pages + 4 Separate PDF files)

1. It would be helpful to know the ultimate funding amount, as the RFQ indicates the \$970,000.00 "...is anticipated to include design & a portion of construction." Is there a total budget approved which is above the \$970,000 amount?
 - a. No budget studies have been done, but the City is aware that \$970,000 will not be sufficient funding to cover design costs and all of the construction costs.
2. Does the City have an as-built plan to compare to the Program Plan issued in Addendum #1?
 - a. The only information we can provide are the design plans from 1988. See question 10 below.
3. Is it possible to make a site visit prior to turning in our proposal?
 - a. The Gwinnett Library system is closed to the public due to COVID-19 issues. However, parties can visit the exterior of the site.
4. **Will it be possible to change the RFQ requirement for delivery of hard copies to an electronic submittal?**
 - a. **Yes. Please email PDF packages to Erica.madsen@nорcrossga.net. No hard copies will be required, because City Hall is closed to the public and we cannot accept in-person drop offs. Erica will confirm receipt of proposals by a direct email reply. File sizes have not been a problem, but we can accept Dropbox links or similar if needed.**
5. Do I read it correctly to indicate that our current fee proposal is not to include scope or fee for construction administration services? If those are to be proposed later, would that separate proposal be requested exclusively of the successful proponent on the current RFQ? I assume yes as it would be irregular to contract CA services to a firm that was not the design firm but I'm looking for confirmation on that.
 - a. The City anticipates contracting construction administration services with the selected design firm. The scope and fee for those services will be identified and coordinated during the design process.
6. Is determination of a project budget expected to be an outfall of the initial programming and space planning effort? It will be difficult to propose fee for an effort with an unknown budget and scope.
 - a. Yes, we need the selected design firm to help us determine a realistic budget for the construction phase.
7. Does the existence of an on-demand design firms list have impact to selection of a team who's firms aren't on the list?
 - a. No, it has no impact on the selection of a team. The list was provided ONLY in response to a request by an interested party.

8. Are we able to include custom divider tabs in our submissions and if so, are they excluded from the 9-page page limit?
 - a. Divider tabs may no longer be necessary due to question 4 above. If included, no information thereon will be considered part of the proposal and therefore be excluded from the page count.
9. Since this is a developed site, what type of site renovations are desired/anticipated?
 - a. We anticipate minimal site renovations, such as updated landscape material.
10. Is there an existing detention pond or underground detention system onsite?
 - a. Design plans indicate an underground detention pipe. The original 1988 design plans are available on the project RFQ web page and are considered as part of this addendum. The design plans are titled "Norcross Public Library Part 1, 2, 3 and 4 of 4".
11. Once we're outside of the required "shelter in place" state directive, can we make a site visit to walk the site and/or inspect the building?
 - a. The exterior of the site can be accessed. If we can acquire photos of the interior, they will be posted as a final addendum.
12. Based on the conceptual space programming plan provided in Addendum No. 1 there is approximately 4,000sf that appears to be an addition to the existing library structure. Could you please confirm that this addition is part of the scope of work as there is no mention of it in the original RFQ?
 - a. The referenced Sally Port and Storage Building are desired elements, but can be excluded from the base proposal. If design of such a building addition feature is determined to be necessary in the initial design phase, and additional service can be negotiated with the design team to cover that effort.
13. Can you confirm what the existing structure of the library (wood, steel, etc.)?
 - a. Please reference the design plans included in this addendum.
14. Are there electronic documents available of the existing library? If yes, will they be provided to the successful team?
 - a. No such records exist. Only hard copy and PDF of the design files from 1988 are available. See question 10 above.
15. It is mentioned that work done within Buford Highway ROW will require GDOT approval. What work is anticipated to be in the ROW? There is no scope defined?
 - a. We do not anticipate any work in the Buford Hwy ROW.
16. The green building guidelines indicates that this project may fall into the flex category where they can decide between LEED-NC, Energystar or Earthcraft. Can you clarify which green guideline will be followed for this project?
 - a. The LEED program will be followed.
17. Cost estimate is mentioned in the Conceptual Design, Schematic Design and Construction Document Design Phases, should we include a cost estimator on our team or will Norcross contract separately?
 - a. The design team needs to include cost estimation in their scope of work.
18. Will the firm that provided the space planning document/sketch be eligible to bid on this project?
 - a. The space planning was completed internally. No firm was contracted for that work.
19. Will your project delivery method be Design-Bid-Build or Construction Manager at Risk?
 - a. We anticipate Design-Bid-Build.
20. Can you please provide the anticipated schedule of events after proposal submission (Shortlist date, Award date, etc)?

- a. We anticipate that a design team will be selected by the end of the first week in May, allowing Council to review the recommendation during the May 18th work session. If the agenda item is advanced, it could be approved for contract execution in early June 2020.
- 21. Has a hazardous material assessment been conducted?
 - a. No.
- 22. Is there a bank safe that will remain that could be used for an armory?
 - a. Unknown.
- 23. For a separate scope related to building commissioning as indicated in Addendum No. 2, Item #2, please confirm that the basis of the scope will be Fundamental Commissioning and not Enhanced Commissioning.
 - a. The Construction phase scope is not a part of this proposal.
- 24. Does the \$970,000 represent Total Project Budget – including total construction cost, design fees, LEED coordination and documentation, furniture budget, and contingency?
 - a. That figure is the total funds currently allocated to the project. It is understood that additional funding will have to be authorized to accomplish the renovation.
- 25. Please describe the portion of construction included in the SPLOST. How much sf of construction is anticipated to be included in the project?
 - a. The desire is to complete the entire renovation project indicated in the space planning study.
- 26. Please confirm that the required forms are not included in the page count.
 - a. Confirmed. Forms are excluded from the page count.
- 27. Regarding LEED Coordination and Documentation, are we expected to provide full documentation for LEED-EB, or coordinate full documentation being done by others?
 - a. The design team should be responsible for LEED coordination and documentation.
- 28. Will Design Team be solely responsible for LEED submissions or will a sustainability officer be appointed by the City of Norcross?
 - a. See question 27 above.
- 29. Does City of Norcross already have a Green Power associate or network of associates for partnership intended for use on this project?
 - a. No such partnership has yet been identified for this project.
- 30. Will existing parking lot surfaces and existing trees would be left alone within this scope?
 - a. Major site renovations are not anticipated for the project. Design for updated landscape material should be included within the project scope and may include existing trees if appropriate.
- 31. Will there be a CM selected within then design phases?
 - a. The City does not currently have plans to select an outside Construction Manager.
- 32. Will the City employ an outside project manager for this project?
 - a. The City does not have plans to employ and outside project manager.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **ANDREW HIXSON** · COUNCILMAN **JOSH BARE** · COUNCILMAN **CHUCK PAUL**
COUNCILMAN **DAN WATCH** · COUNCILWOMAN **ELAINE PUCKETT** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

PWUP20-02
Renovation Design for Norcross Police Administration Building
Addendum #4 (8 pages)

1. The information requested in the SAVE Public Benefit Affidavit applies to individuals. We will be responding as a corporation and so we'd like to know if submitting a W-9 or certificate of good standing, etc. will suffice instead of the SAVE form.
 - a. An individual authorized to sign on behalf of the corporation should fill out the Public Benefit Affidavit form.
2. NOTE: If any submitting firm cannot notarize forms due to adherence to social distancing guidelines, there will be no penalty. Forms should be included with information filled out for completeness sake and signed (digitally or otherwise). The City will work through finalizing necessary documentation with the selected firm.
3. NOTE: Please provide the fee proposal in a SEPARATE PDF file from the RFQ package. It can be provided as a 2nd file sent via email, or sent separately. Only the fees of the highest ranked firms will be opened. PLEASE DO NOT INCLUDE THE FEE PROPOSAL WITHIN THE SAME RFQ file.
4. Photos of the interior of the existing building are included here for informative purposes, starting on p2 of this addendum. We recognize that this does not replace a tour of the interior in person, but are endeavoring to provide as much information as possible. These photos were provided by building maintenance and we are unable to specify the photo location at this time.

Photo 1 of 13



Photo 2 of 13



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

Photo 3 of 13



Photo 4 of 13



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

Photo 5 of 13



Photo 6 of 13



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Photo 7 of 13



Photo 8 of 13



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<http://www.norcrossga.net>

Photo 9 of 13



Photo 10 of 13



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

Photo 11 of 13



Photo 12 of 13



65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
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Photo 13 of 13



PWUP20-02

RENOVATION DESIGN & CONSTRUCTION ADMINISTRATION SERVICES FOR NORCROSS POLICE ADMINISTRATION BUILDING

April 30, 2020



CROFT



1. Cover Letter



April 30, 2020

CROFT

City of Norcross Community Development Department
ATTN: Erica Madsen, City Engineer
65 Lawrenceville Street, 2nd Floor
Norcross, GA 30071

RE: PWUP20-02 Renovation Design & Construction Administration Services for Norcross Police Administration Building

Dear Erica Madsen:

CROFT is pleased to submit our qualifications for design and construction administration services for the Norcross Police Administration Building. With tremendous public safety facility experience, we are excited for this opportunity and are confident our team brings the right experience, tools, processes and behaviors. Our team of public safety design experts and in-house mechanical, electrical and plumbing engineers (MEP), along with our consulting partners, bring the necessary relevant experience to deliver a successful project.

Throughout our response, we have identified project experience that demonstrates our understanding of working on projects very similar to your Police Administration Building. Our partners bring strong levels of expertise in the design of public safety and emergency response buildings. We have extensive experience with all teammates; all have a proven record of performance working together.

CROFT brings the following benefits to the City of Norcross:

- Past successful team experience working on public safety facilities; no learning curve.
- More than 500 local government projects; over 50 public safety and emergency response facilities completed.
- Comprehensive expertise in state-of-the-art and code compliant public safety facilities.
- Design talent responsive to the unique needs of each client, site and program.

As Senior Project Manager, I will serve as your main point-of-contact and quality assurance leader for the duration of the project. I will be supported by Kip Stokes, Principal-in-Charge, and Jim Croft, Project Architect. With the right tools and processes to get the job done, CROFT proves time-and-time again our ability to lead and manage projects successfully. Success is our only option. The city, with its multiple stakeholders and partners, can be certain that our team will effectively execute the necessary services to address the City of Norcross's facility needs, bringing the latest in public safety trends and lessons learned.

Through these team benefits, the core of our message is that... **WE ARE READY.** With a high level of continuous communication, a collaborative team and expertise in local government facilities, our team is committed to be your Trusted Advisor and Relentless Advocate.

Sincerely,



CROFT
Earl Smith, Assoc. AIA
Senior Project Manager

2. Firm Information



FIRM OVERVIEW

The history of the firm.

CROFT & Associates (CROFT), founded in 2004, is an architecture and engineering firm committed to service for our clients with excellence. The team at CROFT strives in “serving beyond architecture.” This attitude of service is at the core of our culture with service to our clients, service to our people and service in our community central to our decisions. Our history of providing great service to our clients is what sets us apart in our industry. We are a solutions provider – solutions that provide the best value to fit our client’s needs.

Licensed in 42 states, CROFT’s professional staff designs and manages more than \$115 million in construction of new and renovated facilities each year. The staff of 50 professionals is comprised of registered architects, professional engineers and designers who enthusiastically embrace their purpose to be our clients’ trusted advisor and relentless advocate. CROFT has been involved in delivering durable, successful local government projects for more than 10 years.

Name:
CROFT & Associates, PC

Name of primary contact:
Earl Smith, Assoc. AIA

Website:
www.croftae.com

Address:
370 W Crogan St.
Lawrenceville, GA 30046

Phone:
Office: 770-529-7714
Mobile: 770-617-8799

Form of Ownership:
S-Corporation

3380 Blue Springs Rd
Kennesaw, GA 30144

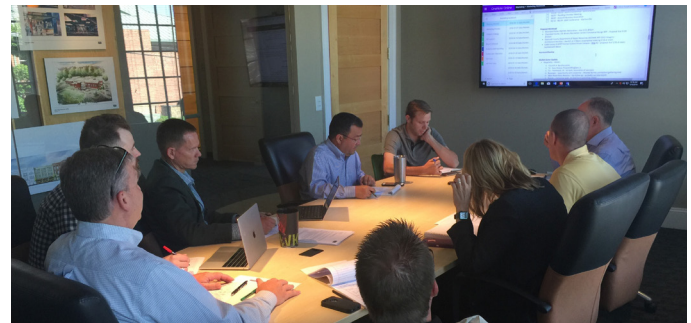
Email Address:
esmith@croftae.com

State of Residency:
Georgia

Years in Business:
16 years



CROFT Team.



Architectural Team



Engineering



**Project Manager/
Construction
Administration**



Support Staff

“serving beyond architecture”

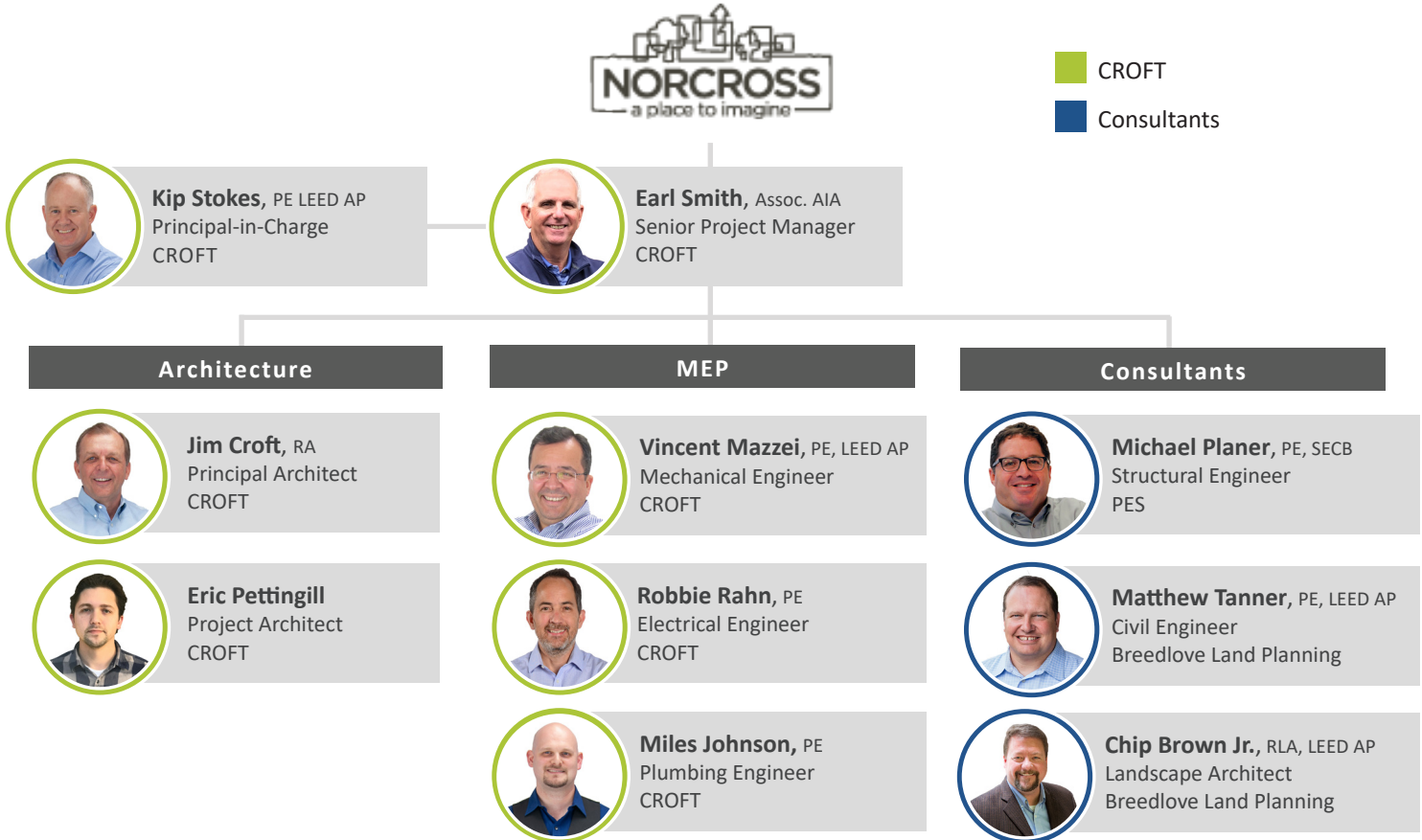
CROFT

3. Organization Chart



ORGANIZATIONAL CHART

CROFT has assembled a highly qualified team of design professionals who will listen to your ideas, needs and requirements and prioritize them with our expertise and creativity to design a successful project - in both function and cost. Earl Smith, Assoc. AIA, will serve as your Senior Project Manager and primary point of contact. He will be supported by Kip Stokes, PE, LEED AP, as your Principal-in-Charge and by Jim Croft, RA, NCARB, as Principal Architect. They are supported by our team of architects, in-house engineers and consultants.



OUR TEAM

CROFT

CROFT

PES STRUCTURAL
ENGINEERS

BREEDLOVE
LAND PLANNING
Site Design Professionals

ARCHITECTURE, INTERIORS AND PROJECT MANAGEMENT

CROFT is a steadily growing, full-service architecture and engineering firm with 50 employees and with two offices in Kennesaw and Lawrenceville, GA. Founded in 2004, CROFT provides architecture, interior design and engineering to many local government clients.

IN HOUSE MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING

CROFT performs architecture and MEP engineering design "under one roof." Our cohesive team of architects and engineers is able to coordinate design details face-to-face multiple times each day from beginning to end of a project.

STRUCTURAL ENGINEERING

Structural engineering design and consulting firm has or brings more than 26 years of experience in support of government and commercial clients nationwide. Their staff of 32 professionals, 70% of whom are registered professional engineers, have teamed with CROFT on over 50 projects in the past 5 years.

CIVIL ENGINEERS AND LANDSCAPE ARCHITECTS

Breedlove has been and continues to be a tremendous partner to CROFT for civil engineering design and landscape architecture expertise. Our team has completed more than 50 projects together.

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4. Project Approach/ Schedule



APPROACH

Your Trusted Advisor and Partner

Our role throughout the design and construction process is to leverage our team's professional expertise in guiding and advising you through the decision-making actions for the project. As we listen to your project goals and mission criteria, we will formulate authentic and suitable solution options for your consideration and decision. We are solutions providers who provide you with the information and options to make the most appropriate and informed decisions for your staff and city citizens served by this facility. As your advisor, we will continually work to facilitate consensus among the many stakeholders. We recognize that this is YOUR project, and we endeavor to provide you a solution that is operationally centered, aesthetically inspiring, durable, efficient and modernized to meet your City's needs today and future tomorrows while maximizing the value of the funding dollars.



EARL



KIP



JIM



VINCENT



MATTHEW



MICHAEL

With in-house architecture and engineering 'under one roof' and external trusted partners, CROFT has assembled the best team members to provide excellent design solutions and exceptional service. With CROFT's expertise in local government facilities, we will partner with the City of Norcross in delivering a highly functional and flexible facility that can efficiently and effectively serve the City. **THE CROFT TEAM CAN HIT THE GROUND RUNNING.**

Your Relentless Advocate

Additionally, our role and responsibility is to act as your advocate, constantly safeguarding your project to assure it is developed to meet your vision with the highest level of quality and reliability in mind and constructed within budget and on time. We can promise that project success will not be sacrificed for anything and that we will bring you our best. As your advocate, **WE KNOW LOCAL GOVERNMENT FACILITIES.** In fact, the CROFT Team has completed hundreds of local government facility projects, including police administration buildings, public safety headquarters and much more.

We understand the **PUBLIC PROJECT PROCUREMENT PROCEDURES** and provide a transparent process to monitor and track each project's progress. As your advocate, we treat the allocated dollars as our own. Whichever project delivery method is chosen for each project, we know how to facilitate the required process to achieve on-time and in-budget delivery. We currently have projects under construction that cover all delivery methods. One thing is for sure: With CROFT, there is **NO LEARNING CURVE** on this facility type or the method of delivery.

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Trust Starts with Communication

Open communication is the best diffuser to resolving issues. CROFT's first line of problem solving is what we believe to be a preventative measure - clear, consistent and honest communications. As your advocate, we will keep you informed every step of the way, from project inception to ribbon cutting and beyond. This emphasis on communications is critically important when orchestrating a program involving multiple stakeholders. Earl Smith, our Senior Project Manager, will be the focal point of communications for our team. As we have experienced on many public projects, our proactive communication approach creates efficiency that yields time and cost savings for our clients individually and as a whole. CROFT is your one-stop shop for achieving success on your publicly funded projects.

Working Collaboratively

Schedule commitments cannot be achieved without collaborative teamwork. You have heard the saying used by many athletic teams – “There is no ‘I’ in Team” or “Big Team, Little Me.” At CROFT, we are team players who firmly believe in the power of teamwork. Our approach is to create a collaborative environment with all team members and stakeholders from the very start when we all ‘huddle up’ in our **GAME PLAN MEETING**. Engagement of project stakeholders, including City staff and end user departments/agencies, is the primary ingredient of each project's success, especially for local government projects. We embrace direct participation and input from all stakeholders. Our philosophy of collaboration seeks to leverage the talents, strengths and perspectives of each stakeholder and team member. While our team has extensive experience with these types of facilities, nothing can beat valuable information obtained from the input of the stakeholders and end users toward operations and future plans. We continue this team spirit throughout the project, keeping all teammates engaged with routine project updates and status reports.

Alignment Defines Mission

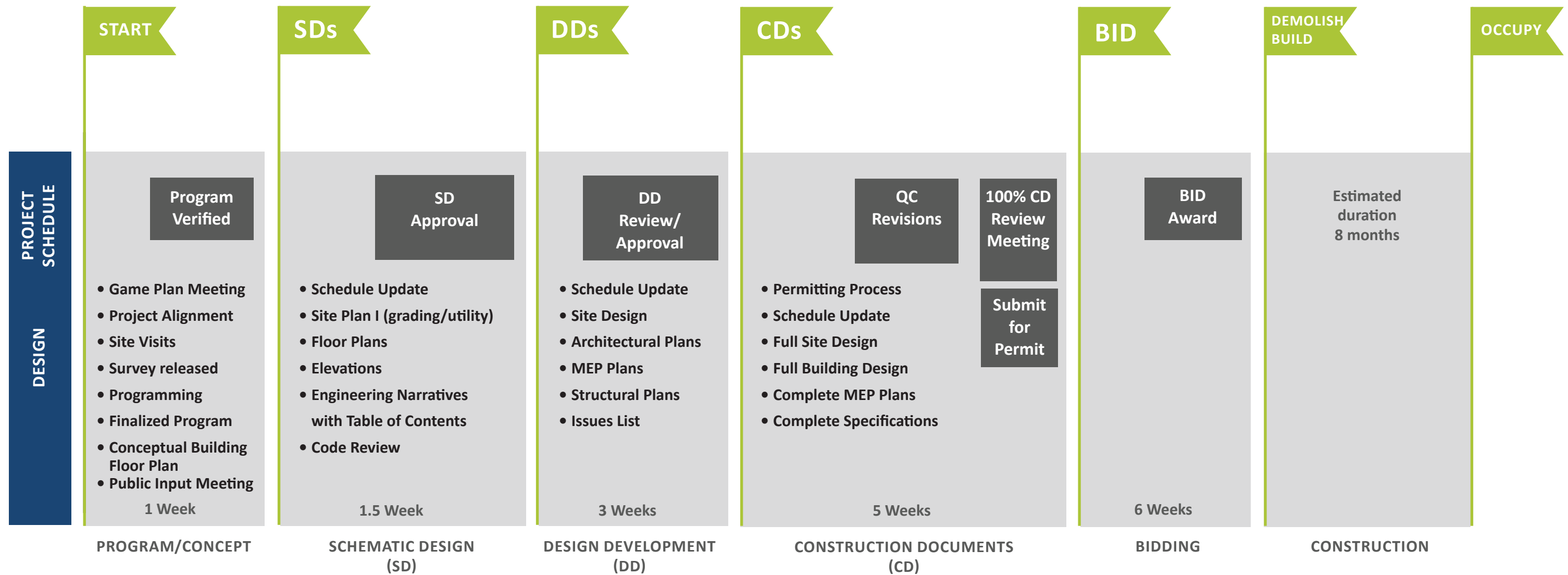
At the onset of the project, our very first action item is to establish project team alignment related to the goals of the project. This alignment is formalized in our first team meeting, a meeting that we call our **GAME PLAN MEETING**. In this initial meeting, we focus first on gaining alignment across the project team regarding the project Perspectives, Priorities, Parameters, and Protocols.

 TEAM ALIGNMENT ✓ Understand Perspectives ✓ Establish Roles & Responsibilities	 PARAMETER ALIGNMENT ✓ Confirm Project Parameters: Budget & Schedule ✓ Confirm Project Preferences & Restrictions
 VALUE ALIGNMENT ✓ Understand Priorities ✓ Establish Priority Rankings	 DECISION ALIGNMENT ✓ Establish Decision Matrix ✓ Establish Communication Protocols

This Team Alignment around the project mission is critical to establishing like-mindedness of the team regarding project value, decisions and parameters. With this alignment and understanding, resolution to any issues that arise can be quickly addressed and closed. Our process is a transparent one, and it is our goal to actively engage the City of Norcross and their departments throughout the design and construction process.

SCHEDULE

Milestones



CROFT COMMITTED TO WEEKLY PROJECT TEAM MEETINGS

CROFT

5. Experience/ References





Acworth Police Headquarters

Acworth, GA

Scope: CROFT provided overall program management and full design services as part of a consulting services agreement with the City of Acworth for a new state of the art police headquarters and fully integrated municipal justice complex. Jim Croft led the City through the programming, conceptual design, schematic design, construction manager at risk solicitation and selection, design development and construction documents, Guaranteed Maximum Price confirmation and negotiations, construction administration, owner move-in and warranty walk-through. The project included design and construction of a new loop road for heavy axle-weight trucks to access the adjacent Public Works facility and the expansion of secure parking.

The project included 23,400 SF of new construction and the substantial renovation of 13,200 SF of functionally obsolete existing space to provide departmental offices, break rooms, conference rooms, restrooms, public lobby, court room, high density records storage, evidence and HAZMAT storage, IT server room, fitness room, locker rooms, interview rooms, K-9 facilities, holding area, judge's chambers, community classrooms, and anti-terrorism measures.



SIZE

23,400 SF

APPROXIMATE CONSTRUCTION BUDGET

\$4,000,000

SUBCONSULTANTS

Structural: Marrick and Dunlap & Associates

MEP: Phillips Gradick Engineers

Civil: Southland

Landscaping: AMEC (WOOD)

Surveying: Geosurvey

PROJECT STATUS

Complete

PROJECT REFERENCE

Names: Wayne Dennard
Chief of Police

Address: 4440 Acworth Industrial
Boulevard, Acworth, GA 30101

Phone Number: 770-527-0623

Email: wdennard@acworth.org

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Cobb County Police Training Facility

Austell, GA

SIZE

117,000 SF

APPROXIMATE CONSTRUCTION BUDGET

\$15,000,000

SUBCONSULTANTS

Structural: PES Structural Engineers

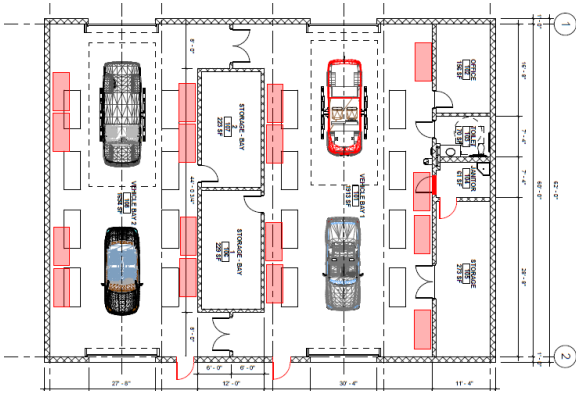
PROJECT STATUS

In Construction

Scope: CROFT is providing full architecture, engineering, programming and needs assessment for the public safety training facility. This building is an adaptive reuse and current build-out of a former BJ's facility. Deliverables included a detailed program of spaces, site analysis of various sites and preliminary layout within existing facilities being considered.

The scope for this project also includes building elevations showing all sides of building, schematic and elevation plans, bidding documents and specifications for Mechanical, Electrical, Plumbing and Structural, assistance in total building budget to include construction, FF&E, and specialty items and preparation of final construction documents, ensuring there is compliance with State and Local codes.

Project Reference: Travis Stalcup, Deputy Director; **Address:** 1150 Powder Springs St, Suite 200, Marietta, GA 30054; **Phone number:** 770-528-2115; **Email:** travis.stalcup@cobbcounty.org



Cobb County Police Vehicle Evidence Facility

Acworth, GA

SIZE

5,000 SF

APPROXIMATE CONSTRUCTION BUDGET

\$875,000

SUBCONSULTANTS

Structural: PES Structural Engineers

PROJECT STATUS

In Design

Scope: CROFT is providing the design (Architectural & Engineering) for the new Cobb County Police Vehicle Evidence facility. This 5,000 SF facility will be used by investigators to collect evidence to ensure the information gathered is and maintained properly so that the integrity of the vehicle is maintained and the integrity of its chain of custody is protected.

The proper handling and storage of this evidence is imperative to preserve the data collected so that it can be presented as evidence in a trial. Facility includes 4 vehicle bays (two with hydraulic lifts), office, restroom, storage/mechanical space and evidence storage. Facility is designed to accommodate future expansion should the need arise.

Project Reference: Captain Jorge Mestre, Executive Officer; **Address:** 100 Cherokee St, Marietta, GA 30060; **Phone number:** 770-499-3880; **Email:** jorge.mestre@cobbcounty.org

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HIGHLIGHTS OF PUBLIC SAFETY PROJECTS OF OUR CROFT TEAM MEMBERS:



- Acworth Police Headquarters
- Beacon Municipal Center: Decatur Police Department
- Brookhaven Public Safety Building
- Cartersville Fire Station #3
- Cartersville Fire Station #4
- Cartersville Public Safety Headquarters
- Cherokee County Adult Detention Center Expansion
- Cobb and Douglas County Health Department
- Cobb County Fire Training Course
- Cobb County Medical Examiner's Office
- Cobb County Mental Health Facility
- Cobb County Police Headquarters
- Cobb County Police Public Safety Training Facility
- Cobb County Police Vehicle Evidence Facility
- Cobb Fire Station #31
- Cobb Fire Station #7
- Dallas Police Department
- Forsyth County Courthouse and Jail
- Forsyth County Fire Station #11
- Gwinnett County Department of Human Services
- Gwinnett County East Police Precinct
- Gwinnett County Justice and Administration Center
- Gwinnett Police Training Complex
- Hiram Police Department
- Kennesaw Police & Jail
- Morgan County Public Safety Headquarters
- Mulberry Rock Fire Station
- Paulding 911 Emergency Operations Center
- Riverdale Police and Fire Station Renovation
- Smyrna Fire Station

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6. Resumes





Earl Smith ASSOC. AIA

Senior Project Manager

A proven team leader with over 35 years of experience, Earl has lead projects from conception to reality in a variety of market types such as Local Government, Municipal, Corporate and many more. Earl has completed over 250 projects which comprise over \$500 million in today's construction dollars. His strengths are in coordinating efforts of the in-house architectural and engineering team and the outside engineering and consulting teams.

Education

Bachelor of Architecture,
University of Florida, 1983

Affiliations

Georgia Municipal
Association (GMA)

Council for Quality
Growth (CQG)

United States Green
Building Council (USGBC)

Associate of American
Institute of Architects
(Assoc. AIA)

Construction
Management Association
of America (CMAA-SAC)

Association for County
Commissioners of GA
(ACCG)

Council for Quality
Growth (CQG)

Georgia Association of
Chiefs of Police (GACP)

Georgia Sheriffs
Association (GSA)

Georgia Council of Court
Administrators (GCCA)

Experience

35 years

Gwinnett County Courthouse, Lawrenceville GA

Served as the Senior Project Manager on the programming, design and construction for the new 228,000 SF Justice addition. The expansion was to accommodate six jury/inmate accessible Courtrooms, associated Judges chambers, jury assembly (500 people), secure judges parking, inmate sally port, holding cells and sheriff's offices.

Cobb County Police Headquarters Needs Analysis, Marietta GA

The Senior Project Manager for the programming and needs assessment for the Cobb County Police Headquarters. Deliverables included a detailed program of spaces and site analysis of various sites.

Cobb County Police Headquarters Threat Analysis, Marietta GA

The Senior Project Manager for the site threat assessment of the existing Cobb County Police Headquarters. Deliverables included a site plan outlining potential area of threat along with proposed solutions.

City of Alpharetta Police Headquarters Renovation/Addition, Alpharetta GA

The Senior Project Manager for the addition and renovation to the City of Alpharetta Police Headquarters. The project included a two-story addition which featured a new secure public entrance, interrogation space, offices and expansion and renovation of the 911 call Center.

Cobb County Police Public Safety Training Facility, Marietta GA

The Senior Project Manager for the programming and needs assessment for the public safety training facility. This building was an adaptive reuse and current build-out of a former BJ's facility. Deliverables included a detailed program of spaces, site analysis of various sites, development of construction documents and construction administrative services during construction.

Cobb County Medical Examiner's Office Renovation, Marietta, GA

The Senior Project Manager for the new construction of the 19,000 SF Cobb Medical Examiners' Office sitting on an approximate 3.5-acre site. The structure will house the office and ancillary spaces as well as autopsy related functions.

- Cherokee County Adult Detention Center Expansion
- Cobb County Fire Training Course, Marietta, GA
- Cobb County On-Call Contracts
- Gwinnett County On-Call Contracts
- Cobb County Fire Training - Valor Road
- Cobb County Fire Station #29 Concept Site & Exterior Renderings

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Kip Stokes PE, LEED AP

Principal-In-Charge

With over 25 years of experience, Kip is a hands-on design leader who takes pride and ownership in every project he manages. His attention to detail and high level of proactive communication make him a success and make his clients want to work with him time and time again. His project experience covers all aspects of design, construction and program management, and spans multiple market sectors such as local, state and federal government, education, cultural, corporate and mission critical.

Education

Bachelor of Electrical Engineering, Georgia Institute of Technology, 1993

License & Accreditation

Professional Engineer, GA LEED AP

Affiliations

Association for County Commissioners of GA (ACCG)

Council for Quality Growth (CQG)

Georgia Municipal Association (GMA)

Georgia City - County Manager Association (GCCMA)

Georgia Association of Chiefs of Police (GACP)

Georgia Sheriffs Association (GSA)

Georgia Council of Court Administrators (GCCA)

Experience

25 years

Cobb County Police Training Facility, Austell, GA

Principal-in-Charge on the programming and needs assessment for the public safety training facility. Deliverables included a detailed program of spaces, site analysis of various sites and preliminary layout within existing facilities being considered.

Gwinnett County East Police Precinct, Dacula, GA

Contract Manager for the design of an 18,000 SF police precinct in Dacula, GA. This facility houses the precinct officers along with a crime prevention and Special Forces unit. The facility included offices, interview rooms, evidence holding areas, workout facility and locker room. Site design included off site sewer extension along with parking and stormwater design.

Gwinnett County Police 911 Annex, Gwinnett County, GA

Engineering Manager (civil and structural engineering) for this \$15M Annex project consisting of a 45,000 SF, single story facility to house the County's 911 emergency call center, an emergency operations center, a data center and other police functions.

Gwinnett County Police Training Center Master Plan & Design, Gwinnett County, GA

Contract Manager on this \$21M project. Working with the Facilities Management Division along with the Police Department, Kip and his team provided professional architecture and engineering services from master planning and design through final construction. This new state-of-the-art facility consists of a 30,000 SF Classroom Training Building, 17-acre Driver Training Course and a 100,000 SF Indoor/Outdoor Firing Range.

Cartersville Police/Fire Headquarters Feasibility Study, GA

Principal-in-Charge for programming and site assessment services as part of a feasibility study for a proposed Police and Fire Headquarters Facility in Cartersville. The proposed site is just over six-and-one-half acres located off Cassville Road. From the programming sessions with the Police and Fire Departments, the overall space required for the proposed facility was confirmed to be approximately 50,000 SF consisting of new fire department headquarters, a full three bay fire station and police department headquarters.

Morgan County Public Safety Complex, Morgan County, GA

Project Manager for this \$18M renovation of an 186,000 SF manufacturing facility into a 192 bed-jail and public safety complex including Emergency 911 center, court rooms, Sheriff offices and other public safety and jail related spaces.

- **Dawson County Law Enforcement Center/Jail, Dawsonville, GA**
- **Alpharetta Police Evidence Building, Alpharetta, GA**

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Jim Croft RA, NCARB

Principal Architect

Jim has over 35 years of architectural and engineering design and project management experience, with strong experience in the design of government, justice, public safety, mission critical, educational and commercial sectors. His experience as a highly involved project executive allows CROFT to deliver on project commitments with a high-level of consistency and excellence.

Education

Master of Architecture,
Georgia Institute of
Technology, 1985

Bachelor of Architecture,
Georgia Institute of
Technology, 1983

License & Accreditation

Registered Architect (RA),
42 states

Affiliations

United States Green
Building Council (USGBC)

Construction
Management Association
of America (CMAA-SAC)

Association for County
Commissioners of GA
(ACCG)

Council for Quality
Growth (CQG)

Georgia Municipal
Association (GMA)

Georgia Association of
Chiefs of Police (GACP)

Georgia Sheriffs
Association (GSA)

Georgia Council of Court
Administrators (GCCA)

Experience

35 years

Cobb County Police Training Facility, Austell, GA

Principal Architect on the programming and needs assessment for the public safety training facility. Deliverables included a detailed program of spaces, site analysis of various sites and preliminary layout within existing facilities being considered.

Acworth Municipal Court & Police Expansion, Acworth, GA

Principal Architect for full architecture and engineering design that included the renovation of 13,200 SF of functionally obsolete existing space and 23,400 SF of new construction to provide a new municipal court room, public lobby, high density records storage, classroom space, departmental offices, break rooms, conference rooms, restrooms, evidence and HAZMAT storage, IT server room, fitness room, locker rooms, and interview rooms.

Cartersville Public Safety (Fire/Police/EOC) Headquarters Facility, Cartersville, GA

Principal Architect for the full architecture and engineering and LEED services for a 51,000 SF emergency operations center, police and fire headquarters/operations facility for the City of Cartersville. The innovative LEED Silver project included the consolidation of a police and fire department headquarters, 24/7 emergency operations center, fire station and police precinct into one facility.

Cobb County Medical Examiner's Office Renovation, Marietta, GA

Principal Architect on the new construction of the 19,000 SF Cobb Medical Examiners' Office sitting on an approximate 3.5-acre site. The structure will house the office's and ancillary spaces as well as autopsy related functions.

Paulding 911 Emergency Operations Center, Paulding County, GA

Principal Architect for a master planning and full architecture and engineering design for a new 17,000 SF mission critical facility. This state-of-the-art facility houses the county Emergency Operations Center and 24-hour 911 Call Center for a rapidly growing county with a population of over 180,000. The facility includes a 3-apparatus bay Fire Station and is located adjacent to the apron of the Paulding Northwest Atlanta Airport.

- **Hiram Police Headquarters and Evidence Facility, Hiram, GA**
- **Police Headquarters Expansion, Dallas GA**
- **Watson Government Building Security Upgrades, Paulding County, GA**
- **Federal Law Enforcement Training Center, (FLETC), Glynn County, GA**
- **Cherokee County Adult Detention Center Expansion, Canton, GA**

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Eric Pettingill NCARB

Project Architect

Eric has over 11 years of experience in architectural practice with a diverse portfolio. Eric has served as a senior designer managing and delivering projects of various scales of design. His areas of architectural focus have been in local government, education, justice, workplace, remodeling and renovations.

Education

Master of Architecture,
Savannah College of Art
and Design, 2009

Bachelor of Fine Arts,
Savannah College of Art
and Design, 2008

License & Accreditation

National Council of
Architectural Registration
Boards (NCARB)

Experience

11 years

Paulding County Sheriff's Office Training Facility, Douglasville, GA

Project Architect. Eric provided full design and construction for this new \$1.7M complex. This project consisted of two phases. Phase 1 of the facility includes a 32-lane outdoor firing range and control building. Phase 2 consists of a 10,000 SF, pre-engineered metal office building containing large classrooms, sheriff's offices and support spaces.

Riverbend Correctional Facility, Milledgeville, GA

Project Architect. Eric provided full design and construction for this new \$58M facility. This new medium-security, privately run prison complex includes 1,500 beds, within 15 individual buildings. Six of the buildings house dorm type cells and isolation style cells. This design met LEED Silver design criteria.

Webster Detention Center, Augusta, GA

Project Architect. Eric provided full design and construction for this new \$32M, 110,290 SF facility. This facility consists of one two-tier 184 bed male housing pod, one two-tier 144-bed female housing pod and a new 152-bed medical/mental health housing pod with a health clinic. In addition, the facility includes 100 video visitation stations wired to all housing pods, new central utility plan, renovated/remodeled kitchen, laundry, staff dining and renovated administrative offices.

Clayton County Youth Development and Justice Center, Jonesboro, GA

Project Architect. Eric provided full design and construction for this new \$15M four-story, 65,000 SF courthouse.

Camp Lawton History Center, Magnolia Springs State Park, Millen, GA

Project Architect. Eric provided full design and construction for the renovation of the 22,500 SF, \$500,000 history center. This renovation brought the existing building up to date with present code requirements, new porches, new finishes and exhibit presentation spaces.

D. Ray James Administration building, canopy and Marshall expansion, Folkston, GA

Project Architect. Eric provided full design and construction (contributing from PD to CD phases) for the 16,971 SF expansion of the existing U.S. Marshalls building to include an administration and maintenance facility for FNOPP.



Education

Bachelor of Mechanical Engineering, Tennessee Technological University

License & Accreditation

Professional Engineer, GA

Vincent Mazzei PE, LEED AP

Mechanical Engineer

Vincent has over 30 years of experience in engineering design and project management for various clients. He has extensive experience in master planning, programming and building design for local government facilities.

Cobb County Public Safety Training Headquarters, Austell, GA

Athens-Clarke County Police Evidence Building, Athens, GA

Riverdale Police/ Fire Station Renovation, Riverdale, GA

Cobb County Fire Station #7, Austell, GA

Cobb County Fire Station #31 Schematic Design, Marietta, GA

Forsyth County Fire Station #11, Cumming, GA

Cartersville Fire Station #3, Cartersville, GA

Riverdale Police/ Fire Station Renovation, Riverdale, GA

Paulding County Airport Fire Station, Paulding County, GA



Education

Master of Science, Electrical Engineering Technology, Kennesaw State University, 2017

Bachelor of Engineering, University of Florida, 2003

License & Accreditation

Professional Engineer, Georgia and three other states

Leadership in Energy and Environmental Design, Accredited Prof (LEED AP)

Robbie Rahn PE, LEED AP

Electrical Engineer

Robbie has over 25 years of experience as an electrical engineer working on projects ranging from public safety and judicial to education and aviation. He brings a wealth of knowledge in mechanical / electrical / plumbing design, energy conservation, building code and standards compliance and maintenance engineering.

Escondido Police and Fire Facility, Escondido, CA

Montclair Police Facility, Montclair, CA

Thomson-McDuffie County Courthouse, Thomson, GA

Forsyth County Juvenile Courthouse, Cumming, GA

Lockheed Building 403 and 406 SCIFs, Huntsville, AL

Bike Trail Lighting, Rancho Cucamonga, CA

ATCT (Air Traffic Control Tower), Savannah, GA

Mercedes Park Warehouse, Vance, AL

Lockheed Building 403 and 406 SCIFs, Huntsville, AL

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Miles Johnson PE

Plumbing Engineer

Miles has 11 years of experience in energy auditing, building assessment, mechanical / plumbing / fluid / thermal systems design, building code and standards compliance and facilities engineering.

Education

Bachelor of Mechanical Engineering Technology, Southern Polytechnic

License & Accreditation

Professional Engineer, GA

Cobb County Public Safety Training Headquarters, Austell, GA

Cartersville Public Safety (Fire / Police / EOC) Headquarters Facility, Cartersville, GA

Paulding County 911 Emergency Operations Center, Paulding County, GA

Forsyth County Fire Station #11, Cumming, GA

Cobb County Fire Station #7, Austell, GA

Cobb County Fire Station #31 Schematic Design, Marietta, GA

Cartersville Fire Station #3, Cartersville, GA

Bartow County Fire Station #11, Cartersville, GA



Matthew Tanner PE, ASCE, AEES, LEED AP

Civil Engineer

Matthew's engineering background has accommodated a focused interest in site drainage, water quality and storm water detention design. Matthew's diverse project experience has included preliminary site design, construction documents, hydrology studies, permitting, construction administration and site inspections for recreational, institutional and commercial facilities.

Education

Bachelor of Agricultural Engineering College of Agricultural and Environmental Sciences, University of Georgia

License & Accreditation

Professional Engineer, - Civil 2005 - State of Georgia

GSWCC Level II Certified Design Professional

LEED Accredited Professional

Milton Public Safety Complex, City of Milton, GA

State of Georgia Human Services Building, Lawrenceville, GA

Decatur Fire Station #2, Decatur, GA

Athens-Clarke County Fire Station # 9, Athens, GA

Newton County Administration Building, Covington, GA

Georgia Department of Natural Resources Data Office, Walton County, GA

Southeast Atlanta Branch Library, Atlanta, GA

Northwest Library at Scotts Crossing, Atlanta, GA

Porter Memorial Library, Newton County, GA

Nancy Guinn Library, Conyers, GA

Clarence Brown Conference Center, Cartersville, GA

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Michael Planer PE, SECB

Structural Engineer

Throughout the course of his 33-year career, Michael's worked just about every type of project out there. His expertise includes the design of structural systems requiring steel, masonry, timber, prestressed concrete and reinforced concrete members with an emphasis on industrial developments and tilt-up structures.

Education

Bachelor of Civil
Engineering, Georgia
Institute of Technology

License & Accreditation

Professional Engineer, GA

Cobb County Public Safety Training Headquarters, Austell, GA

Cobb County Police Department Training Facility, Marietta, GA

Brookhaven Public Safety Building, Brookhaven, GA

Fayetteville City Hall, Fayetteville, GA

Tyrone Town Hall, Tyrone, GA

Beacon Municipal Complex, Decatur, GA

Gwinnett County Justice and Administration Center Addition, Lawrenceville, GA

Turner County Courthouse Annex Expansion, Ashburn, GA

Henry County Courthouse Annex Expansion, McDonough, GA

Newton County Courthouse Renovation and Addition, Covington, GA

Cobb County Health Systems Addition, Marietta, GA

Cobb County Juvenile Justice Addition, Marietta, GA

Douglas County Jail Annex Addition, Douglasville, GA



Chip Brown Jr. RLA, LEED AP

Landscape Architect

Chip has extensive experience in master planning, design development and construction for a range of recreational, educational, institutional and commercial facilities. His awareness and understanding of the relationship between the natural and built environment provides depth to the Breedlove Land Planning design team which benefits our clients.

Education

Bachelor of Landscape
Architecture, University
of Georgia

License & Accreditation

Registered Professional
Landscape Architect -
State of Georgia, RLA
#1062

LEED Accredited
Professional

Decatur Fire Station #2, Decatur, GA

Milton Public Safety Complex, Milton, GA

Newton County Administration Building & Parking Deck, Covington, GA

GDNR Wildlife Resources Division Headquarters, Walton County, GA

Alpharetta Arts Center, Alpharetta, GA

Clarence Brown Conference Center, Cartersville, GA

South Fulton Library, Fulton County, GA

Paulding Regional Youth Detention Center, Paulding County, GA

Riverdale Police Headquarters & Fire Station #1 Planting Plan, Riverdale, GA

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7. Lump Sum Fee Proposal



LUMP SUM FEE

The lump sum fee is attached in a separate PDF document.



500+

COMBINED
Local
Government
PROJECT EXPERIENCE
BY THE CROFT TEAM



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Packet Pg. 158

Attachment: PWUP20-02 Consultant Agreement, Police Admin Reno Design (20-5820 : Police Administration Design Agreement/LEED Design)

8. Affidavits





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: Renovation Design and Construction Administration services for Norcross Police Administration Building Date of Project: 4/30/2020

Legal Name of Contractor: CROFT & Associates, PC

Address: 3380 Blue Springs Rd City: Kennesaw State: GA Zip Code: 30144

Federal Work Authorization User Identification Number (E-Verify Number): 321059 (4-6 digit numeric #)

Date of Authorization: 4/21/10

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

Mark Jackson 4/29/2020 Mark Jackson, Vice President/COO
Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

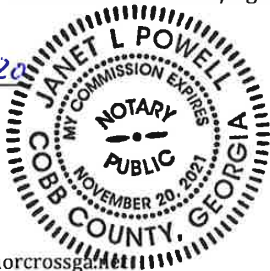
MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF April, 2020

Executed in Kennesaw (City), GA (State)

Janet L Powell
NOTARY PUBLIC Signature

Nov. 20, 2021
My Commission Expires



65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

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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 CROFT & Associates, PC (Occupational Tax license or Alcoholic Beverage license or any other Public benefit) as referenced in O.C.G.A. § 50-36-1, from the City of Norcross, the undersigned applicant verifies one of the following with respect to my application for public benefit. (Please check one)

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

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

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

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

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

MUST BE COMPLETED BY NOTARY

I, William M. Jackson (representative for) Croft & Associates
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

W. M. Jackson Signature of Applicant 4-29-2020 Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF April, 2020

Executed in Kennesaw (City), GA (State)

Janet L. Powell NOTARY PUBLIC Signature Nov. 20, 2021 My Commission Expires



65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

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

Physical performance of services: Contracts with the City involving both physical labor and any services over \$2499.99 in value.
Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-verify Homepage, see start here directions.)

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

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

Project Name: Norcross Police Administration Building Date of Project: 4/30/2020

Legal Name of Contractor: Breedlove Land Planning, Inc.

Address: 15 Simpson Street NW City: Atlanta State: GA Zip Code: 30308

Federal Work Authorization User Identification Number (E-Verify Number): 69324 (4-6 digit numeric #)

Date of Authorization: November 2007 EXEMPT: YES OR NO

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

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

Signature of Authorized Officer/Agent: [Signature] Date: 04/29/2020 Printed Name and Title of Authorized Officer/Agent: Hugh O. Brown, Jr. - President

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29th DAY OF April, 2020

Executed at Atlanta (City), GA (State)

NOTARY PUBLIC Signature: [Signature] My Commission Expires August 23, 2020

65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

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

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

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

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

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

Project Name: Norcross Police Administration Building Date of Project: April 30, 2020

Legal Name of Contractor: PES Structural Engineers, Inc.

Address: 1852 Century Place, NE, Suite 201 City: Atlanta State: GA Zip Code: 30345

Federal Work Authorization User Identification Number (E-Verify Number): 209091 (4-6 digit numeric #)

Date of Authorization: April 27, 2009

EXEMPT: YES OR ☒ NO

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

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

Signature of Authorized Officer/Agent April 29, 2020 Travis R. Paul, P.E., Principal
Date Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29 DAY OF April, 2020

Executed in Atlanta (City), GA (State)

Lisa K. Smith
NOTARY PUBLIC Signature

5-20-22
My Commission Expires



65 Lawrenceville St. Norcross, GA 30071 [P] 770.448.2122 [F] 770.448.5945 www.norcrossga.net

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CROFT

Packet Pg. 163

July 16, 2020

Erica Madsen
City Engineer
City of Norcross Community Development Department
65 Lawrenceville Street, 2nd Floor
Norcross, GA 30071
erica.madsen@norcrossga.net

RE: Fee Proposal – REVISED 7/16/2020
Norcross Police Administration Building – PWUP20-02 / 6025 Buford Highway

Ms. Madsen:

We are pleased to submit this proposal to provide architecture and engineering services for the project referenced above. We appreciate the opportunity and look forward to working with you to accomplish this exciting project.

This proposal is based on the original RFQ (PWUP20-02) and subsequent Addendums 1 through 3. You will find outlined below the project summary, scope of services, design assumptions, deliverables and professional fees for this project.

PROJECT SUMMARY

The project is an interior renovation of an existing library located at 6025 Buford Hwy. The scope of work is based the conceptual floor plan provided in Addendum No. 2. Scope include construction documents, cost estimating, project manual needed for public bidding.

SCOPE OF SERVICES

Design services will be divided into four phases: Pre-Development/Program Verification, Schematic Design, Design Development and Construction Documents.

- **Pre-Development**

- **Site Visit**

- The CROFT team will visit the existing facility and become familiar with the existing libraries site and building. CROFT will document the existing conditions through sketches and photographs that will be used for developing Schematic Design Documents.

- **Program Verification**

- The CROFT Team will meet with your senior management and primary stakeholders for a programming verification meeting. This meeting is to confirm your needs against the concept plans. This meeting will capture the goals that you have for the new facility and will serve as the basis for the updated Concept Design. The Concept Design will be developed to graphically capture your vision. Deliverables for the Program Verification Phase will include:

- Floor plan (sketch)

- **Schematic Design**

This portion of the design exercise will be focused on fully understanding the regulatory requirements of the Authorities Having Jurisdiction (AHJ) and their process for review and approval of this project. Concept floor plans and will be updated and further developed. The goal of the schematic design phase will be preliminary approval by the AHJ and for use in budget pricing. Client approval of the schematic plans will be required to proceed to the Design Development phase.

Deliverables for Schematic Design phase will be as follows:

- Floor Plan

- **Design Development**

The Design Development phase consists of further development of the design documents in accordance with the approved Schematic Design. The design team will produce drawings that include floor plans, roof plan, major interior elevations, finishes and typical wall sections. The mechanical, electrical and plumbing systems will be defined in drawing and narrative form. The drawings will be presented for your review, comment and approval. Design Development will include verification of the budget utilizing the design drawings and outline specifications.

- **Construction Documents**

The approved Design Development drawings will be the basis for the Construction Documents. In general, CROFT will prepare Construction Documents in sufficient detail for permitting with the Authorities Having Jurisdiction and for construction of the renovation. The completed Construction Documents will be used to verify and finalize the project budget.

Design services that will be performed for this phase will include:

- Architecture
- Interior Design
- Mechanical/Plumbing Engineering
- Electrical Engineering

DESIGN ASSUMPTIONS

1. Proposal is based on the stated funding from the 2017 SPLOST program of \$970,000.
2. ~~Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis.~~ Attendance to one City Council Meeting is included in this proposal.
3. Attendance at meetings with code review officials and end users are included in the base services of this fee proposal.
4. A current boundary survey with topography and all existing site conditions will be provided by the owner to CROFT in CAD format for use in design at the start of the project. ~~Additionally, the City will provide CROFT with the existing building record drawings in an electronic format.~~ It is understood that there are no electronic drawings beyond what was provided in the RFP.
5. Existing survey provided will be used for preliminary planning proposed site plan changes only.
6. All site utilities are presumed to be adequate for building requirements without need for supplemental systems.
7. Geotechnical services are not included as a part of this proposal and will be provided by the owner. Material and Soil Report shall be provided to CROFT at the start of the project.
8. Environmental services are not included as a part of this proposal. If required, owner will contract an environmental engineering firm as needed to provide appropriate reports and recommendations. Environmental reports shall be provided to CROFT at the start of the project.

9. Civil Engineering is not included as a part of this proposal.
10. ~~Hardscape design is not included as part of this proposal.~~ Hardscape Design to be negotiated once scope is further determined.
11. ~~Landscape architecture and lighting is not included as part of this proposal.~~ Landscape Design to be negotiated once scope is further determined.
12. Irrigation System design is not included as a part of this proposal.
13. Site lighting design is not included as a part of this proposal.
14. Meetings with utility companies are not included as a part of this proposal. Load estimates for Utility Power Company is not included as a part of this proposal. If required, time spent will be invoiced as a reimbursable.
15. ~~Renderings and Presentation Materials are not included as part of this proposal.~~ One rendering is included in this proposal.
16. Exterior Finish selections are not included as a part of this proposal.
17. Interior design is based on CID (cosmetic interior design).
18. ~~We will design this building using sustainable design principles, but LEED certification is not included as a part of this base proposal. LEED Certification Services is listed as an alternate fee proposal.~~ LEED Certification during the design phase is included.
19. LEED Administration is not included in alternate fee listed below.
20. Project Graphics and Signage (both interior and exterior) design, documentation and permitting are not included as a part of this proposal.
21. Waterproofing consultant services are not part of this proposal.
22. Value Engineering is not included as a part of this proposal.
23. Structural engineering is not included as a part of this proposal. If this project is deemed as an essential facility, structural analysis will be required and can be added to our scope of work.
24. Design services will include incorporation of minor revisions that arise during the design process but will not include major changes to the project layout or scope. Revisions made after approval of the Schematic Design documents by the owner will be additional services.
25. Issue of Special Inspections Schedule is not included in design scope.
26. Energy Management System design is not included as a part of this proposal.
27. Energy compliance forms are not included as a part of this proposal. If required time spent will be invoiced as a reimbursable.
28. Fire protection sprinkler design services are limited to criteria specifications only, with actual hydraulic calculations and system design documents by the sprinkler contractor.
29. Design of fire or domestic water booster pumps or water storage tanks are not included as a part of this proposal.
30. Emergency generator design is not included as a part of this proposal.
31. Low voltage electrical systems, including voice, data, security system, CATV and card access/CCTV are not included as a part of this proposal. However, CROFT can provide this service as an additional service.
32. Lightning Protection System design is not included as a part of this proposal.
33. Life cycle cost analysis or energy cost analysis are not included as a part of this proposal.
34. Audio/Visual system design is not included as part of this proposal for base design services. However, CROFT can provide this service as an additional service.
35. Acoustical consultant and design are not included as part of this proposal.
36. Permitting, part of Construction Administration, is not included as part of this proposal.
37. Bidding of General Contractors is not included as part of this proposal.
38. Construction cost estimates and project budgeting services are included as a part of this proposal.
39. Preparation or review of Contractor Pay Requests is not included as a part of this proposal.
40. Construction Administration services (shop drawing and submittals review and site visits) are not included as a part of this proposal.

41. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.
42. ~~Reimbursable expenses will be billed at 1.15 times actual cost.~~ Reimbursable expenses will be not-to-exceed as noted in fee proposal below.

DELIVERABLES

Deliverables will be provided electronically in PDF file format for your use.

SCHEDULE

Below is a preliminary project schedule. Confirmation of schedule will be addressed in the project kick-off meeting.

Site Visit/Program Verification:	1 week from Notice to Proceed (NTP)
Schematic Design:	1.5 weeks from Program Verification
Design Development:	3 weeks from Issuance of Schematic Design
Construction Documents:	5 weeks from Issuance of Design Development
Total Project Duration from NTP:	10.5 weeks

PROFESSIONAL FEES

Professional fees for the project scope as outlined above will be as follows:

City Council/Rendering	\$ 1,500.00
Site Visit/Program Verification	\$ 5,200.00
Schematic Design	\$ 10,500.00
Design Development	\$ 44,500.00
Construction Documents	\$ 93,500.00
LEED Documentation – Design Phase	\$ 30,500.00
Reimbursables	\$ 5,000.00

PAYMENT TERMS AND CONDITIONS

Progress billings will be sent monthly based on effort expended with the balance of the fee for each phase due upon delivery of the respective phase. Invoices are due upon receipt.

ADDITIONAL SERVICES

Additional services or changes to the project scope, as defined above, will be proposed and documented in writing and will be formally approved by the client. No additional fees will be charged without your prior written approval.

Ms. Madsen, we would like to thank you for the opportunity to submit this proposal and look forward to working with you to accomplish this project. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

Croft & Associates, PC



Earl Smith
Sr. Project Manager

Attachment: PWUP20-02 Consultant Agreement, Police Admin Reno Design (20-5820 : Police Administration Design Agreement/LEED Design)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5788	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Policy Work Session
Title:	PWUP 20-01 Downtown Norcross Compactor Enclosure		

Sponsors:

Code Sections:

Attachments:

1. [2020-07 Compactor Enclosure Memo](#)
2. [2020-08 Wingo St Trash Collection Matrix](#)
3. [2020-07-28 Compactor ALT](#)
4. [Boundary and Topo-Survey 24 x 36 REV1](#)

Title

PWUP 20-01 Downtown Norcross Compactor Enclosure

Drafter

Erica Madsen

Motion

A motion to Approve/Deny the rescission of the contractor agreement between Malco Construction and the City of Norcross for the Downtown Norcross Compactor Enclosure project.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

MEMO

To: Mayor and Council

From: Erica Madsen, City Engineer

RE: Wingo St Compactor Project, PWUP 20-01

Related Council and Staff Activities

11/5/2018 Council approves Staff to move forward with Compactor Enclosure project and issue Invitation to bid

- Architectural/Site Design commissioned, including survey

3/2/2020 Project Documents posted for Public Bid

6/1/2020 Council approves Contractor Agreement between Malco Construction and the City

6/4/2020 Pre-Con Meeting with Contractor, Agreement Executed by Contractor, Bonds Provided

- No Notice to Proceed Issued in order to allow Public Works to complete site prep.

6/4/2020 Contractor Agreement is executed by Mayor

6/5/2020 Councilmembers request to reconsider compactor location, project paused

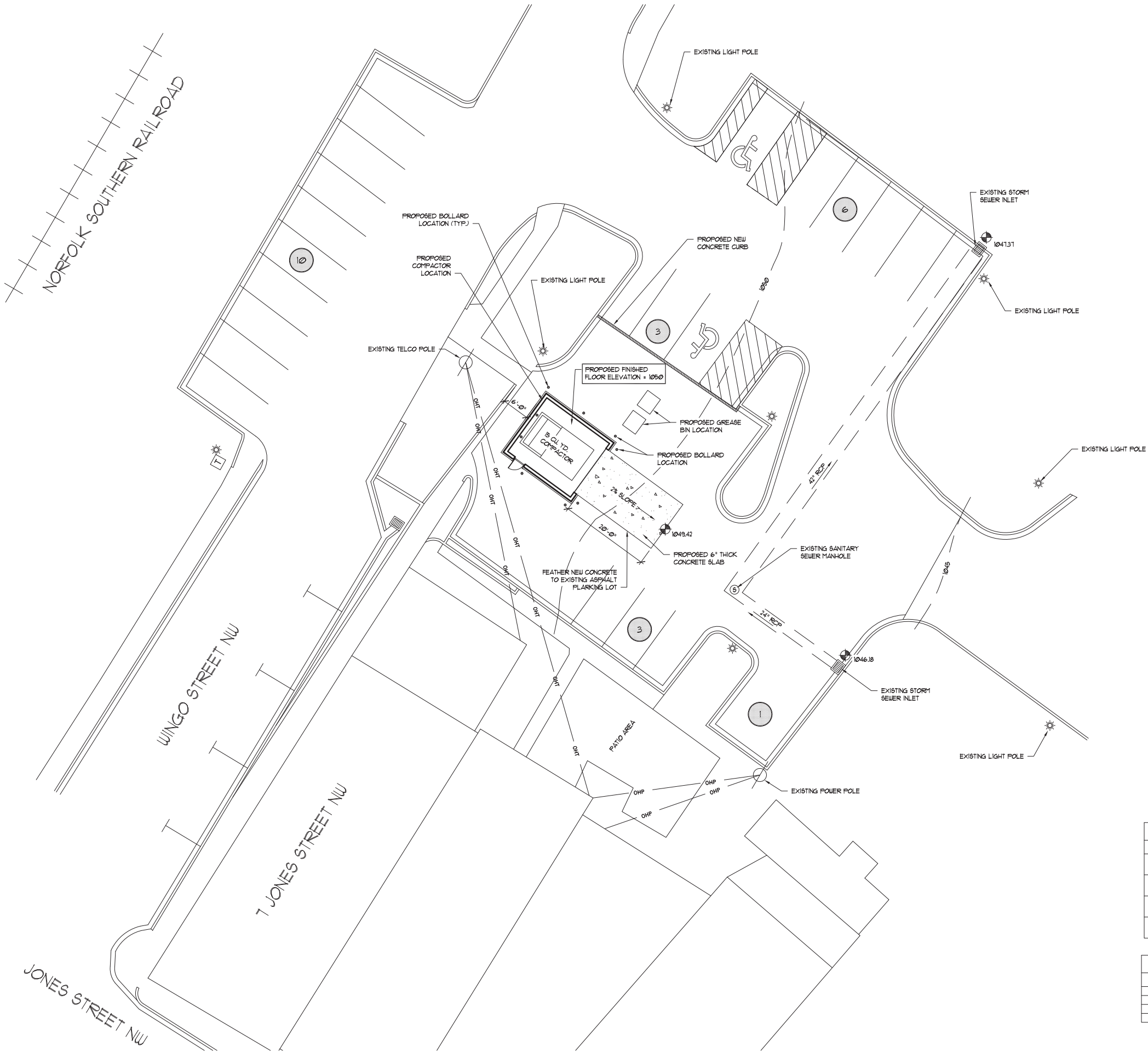
Attached:

Site Location Aerial Photo

Architectural Site Plan

Executed Agreement with Contract Documents





SITE PLAN LEGEND	
SYMBOL	DESCRIPTION
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING OVERHEAD POWER LINE
	SPOT ELEVATION

PROPOSED PARKING COUNT	
PARKING SPACE TYPE	COUNT
HANDICAP VAN ACCESS	2
REGULAR PARKING SPACE	26
TOTAL PARKING	28

NOTE:
G.C. SHALL HAVE A TOPOGRAPHY SURVEY PREFORMED FOR THIS SITE BEFORE BEGINNING WORK AND NOTIFY ARCHITECT IF DIFFERENT THAN GRADES SHOWN ON THIS DRAWING.

THIS DRAWING IS THE PROPERTY OF MAXDESIGN GROUP, AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANOTHER PROJECT AND SHALL BE RETURNED UPON REQUEST.

PROFESSIONAL SEAL:

PROJECT TITLE:

DOWNTOWN NORCROSS COMPACTOR ENCLOSURE

NORCROSS, GEORGIA

PROJECT INFO:
BEHIND 7 JONES ST NW
NORCROSS, GA 30071
TRUCK ACCESS THRU WINGO STREET

OWNER:
CITY OF NORCORSS

65 LAWRENCEVILLE STREET
NORCROSS, GEORGIA 30071

PRINT RECORD	
Description	Da

REVISION	
No.	Description

ARCHITECTURAL SITE PLAN OPTION 1

Project number	D18-
Date	03/05/2
Drawn by	B.C
Checked by	R.M

A-100-1
Scale As indicated

1 DOWNTOWN NORCROSS COMPACTOR SITE PLAN
A-100 SCALE: 3/32" = 1'-0"

Contractor Agreement

AGREEMENT BETWEEN MALCO CONSTRUCTION, INC.

AND THE CITY OF NORCROSS

PROJECT: PWUP 20-01 Downtown Norcross Compactor Enclosures

Project Description

This project involves construction of a masonry compactor enclosure in the parking lot owned by the City of Norcross located on parcel number 6254 248, directly behind Paizanos restaurant at 7 Jones Street in downtown Norcross, Georgia. The City of Norcross will demolish approximately 8 asphalt parking spaces, and provide a pad-graded site for construction of the compactor enclosure. After construction of the masonry enclosure, the City of Norcross will install the final asphalt, sidewalks and landscaping. The contractor will be responsible for installation of the concrete approach apron. The compactor enclosure shall be constructed according to the plans titled Downton Norcross Compactor Enclosure, prepared by Max Design Group, dated 1/21/20, and the associated Construction Document Project Manual dated 1/27/20.

This AGREEMENT is made this 4th day of JUNE in the year two thousand twenty (2020) between **The City of Norcross**, hereinafter the "owner", and **Malso Construction, Inc.** **General Contractor**, (hereinafter the "Contractor") for the following Project.

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

A. BEGINNING OF WORK:

The Contractor shall be expected to meet with Public Works staff prior to the start of construction. This meeting shall serve as an opportunity for both parties to review the specifications and visit the project site.

Project to be completed in accordance with PWUP20-01 Bid Documents (Attachment A) ; the project should begin within ten (10) working days after notification of contract award, or as coordinated with Public Works staff.

B. ATTACHMENTS:

1. Attachment "A" PWUP20-01Bid Documents
 - Invitation to Bid
 - Project Manual Specifications
 - Construction Documents
 - Addenda 1-3
2. Attachment "B" Contractors Information
3. Attachment "C" E-Verify Contractor Affidavit
4. Attachment "D" SAVE Affidavit
5. Attachment "E" Performance & Payment Bond

C. FEE PROPOSAL:

1. The owner shall pay the contractor for the material and labor to be performed under the contract, the sum of one hundred and fourteen thousand, six hundred and eighty-one dollars and 4 cents (\$114,681.54), subject to change-order additions and deductions.
2. Payment Applications will be submitted by the 10th of each month. Payment will be made by the tenth of the following month.
3. Retainage will be held by the owner equal to 10 percent of each pay application, up to 50% of the contract amount. Retainage shall be paid in full upon completion of the work.

D. SCHEDULE:

1. The Contractor is prepared to begin work upon receipt of a signed contract and substantially complete the work within 120, achieving final completion within 150 days.

E. PROJECT INSPECTIONS:

1. The renovation project shall be inspected by the Norcross Department of Public Works or its contract engineering staff. These inspections shall be in addition to required inspection by the Department of Community Development.

F. TERMS AND CONDITIONS:

MALCO CONSTRUCTION, INC.

Kevin Malcolm
(Signature)

KEVIN MALCOLM PRESIDENT
(Printed name and title)

6-04-20
(DATE)

(SEAL)

CITY OF NORCROSS

Craig Newton
Craig Newton, Mayor
(Signature)

Craig Newton
Craig Newton, Mayor
(Printed name and title)

Attest:

Monique Lang
Monique Lang, City Clerk

June 4, 2020
(DATE)



1. This Agreement shall be administered in accordance with the Terms and Conditions listed in Attachments. This Contract together with the exhibit identified herein, shall constitute the entire agreement between the City of Norcross and The Contractor in respect to the project and may only be modified in writing signed by both parties. Receipt of the signed agreement will serve as a notice to proceed.
2. This Agreement entered into as of the day and year first written above.

G. INSURANCE REQUIREMENTS

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

Certificate Holder should read:

City of Norcross, its Elected Officials and
Employees, 65 Lawrenceville Street
Norcross, GA 30071



City of Norcross - Department of Public Works & Utilities
Invitation to Bid (PWUP 20-01)

Downtown Norcross Compactor Enclosure Construction

This project involves construction of a masonry compactor enclosure in the parking lot owned by the City of Norcross located on parcel number 6254 248, directly behind Paizanos restaurant at 7 Jones Street in downtown Norcross, Georgia. The City of Norcross will demolish approximately 8 asphalt parking spaces, and provide a pad-graded site for construction of the compactor enclosure. After construction of the masonry enclosure, the City of Norcross will install the final asphalt, sidewalks and landscaping. The contractor will be responsible for installation of the concrete approach apron. The compactor enclosure shall be constructed according to the plans titled Downton Norcross Compactor Enclosure, prepared by Max Design Group, dated 1/21/20, and the associated Construction Document Project Manual dated 1/27/20.

INSTRUCTIONS

All sealed bids must be submitted by Tuesday March 31, 2020, @ 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 bid package to:

Mary Beth Bender
 PWUP 20-01
 Department of Public Works, Utilities & Parks
 345 Lively Avenue
 Norcross, GA 30071

Please request bidding documents/specifications and submit questions via e-mail only. Submit questions/requests to Erica Madsen via e-mail at Erica.madsen@norcrossga.net. All questions/requests must be submitted via e-mail prior to 5pm on Friday March 13, 2020.

MANDATORY: Pre Bid Meeting

Inspection of area: All bidders are required to attend pre-construction inspection Tuesday, March 10th @ 10:00 a.m. @ the project site along Wingo Street.

We appreciate your interest in the City of Norcross!

345 LIVELY AVE, NORCROSS, GEORGIA 30071
 678-448-2122
<http://www.norcrossga.net>

REQUIREMENT

Estimates must include labor and all materials as specified; no substitutions for materials will be approved during the bid period.

I. GENERAL CONDITIONS

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

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.

B. Guarantee to Accompany Bid

1. If the proposer's bid is greater than \$30,000.00, 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. Authority to Sign

1. The Bidder should insure 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.

D. 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.

E. Award of Contract

1. 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.
2. The bid evaluation will be made on the following criteria:
 - i. Bid price
 - ii. Compliance with specification
 - iii. Qualifications of personnel
 - iv. Commitment to complete work on a timely basis
 - v. References
3. 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. A bidder'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 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.
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 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.

6. Prior to execution of a Contract, a Utility Coordination Meeting is required between Contractor(s), utility agencies and City of Norcross Public Works to ensure clarity and commitments concerning inter-related construction work schedules.

F. Production Requirements

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

G. Retainage

1. Retainage on work completed will be withheld by the City as follows: The City shall retain 10% of the gross value of the completed work, indicated by current estimates, until 50 % of the work has been completed.

H. Location and Site

1. The site of the proposed work parcel 6254 248 within City of Norcross, Georgia.
2. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as indicated on the drawings or as directed by the Department of Public Works.
3. 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 visit 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 bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company

engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

K. Materials

1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction 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 bid documents.
 - c) Provide bonding as required by the bid 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 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.

N. Miscellaneous Provisions

1. Permits: All permits, including Land Disturbance Permits, can be obtained through the City's Community Development Department at 770-448-2122. It is the responsibility of the contractor to obtain permits needed. There is no fee for permits for City projects. For design/build projects, it is the responsibility of the contractor to obtain necessary permitting from the fire marshal.
2. Schedule: The Contractor shall provide to mbender@norcrossga.net a schedule of construction activities. The schedule must be presented at least seven (7) days prior to work commencing in order to notify residents and/or businesses.
3. 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.
4. Detour/Closures: All road closures and detours shall be approved by the Norcross Department of Public Works.
5. Residential Refuse: The Contractor is required to contact Norcross Public Works department at 678-421-2069, to obtain sanitation schedules in an attempt to reduce inconveniences to the citizens of Norcross. Contractor is required to use Advanced Disposal for solid waste.
6. 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.

BID PACKET CHECKLIST**PROJECT:** _____**BID DATE:** _____

Enclosed with this Bid 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 Bid
- _____ Bid 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: Mary Beth Bender, Director of Public Works

References for _____

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 size and scope within the metro Atlanta area.

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 & Parks
PWUP20-01 BID FORM

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

City of Norcross
 345 Lively Avenue
 Norcross, GA 30071

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Norcross according to the bidding Documents entitled **Downtown Norcross Compactor Enclosure** and Addenda, as well as the existing conditions of the project, and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, personal observations of the site conditions.

_____ Dollars

(\$) _____ which sum is hereinafter called "Base Bid".

The undersigned agrees to commence work within 10 days of the date of Notice to Proceed issued by City of Norcross and to commit adequate forces on-site to substantially complete all Work, including punch list items and clean-up, as determined by the City within **90 calendar days**.

Company Name: _____

Company Mailing Address: _____

Company Website: _____

Company Phone Number: _____

Authorized Representative: _____ Date: _____
 (signature)

Authorized Representative: _____
 (printed name)

Construction Document Project Manual
For

Downtown Norcross Compactor Enclosure

City of Norcross, Georgia

Project No. D18-134

Project For:

City of Norcross

345 Lively Avenue
Norcross, GA. 30071



Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

Issued for Construction

27 January 2020

Downtown Norcross Compactor Enclosure

City of Norcross, Georgia

Owner

City of Norcross Public Works
345 Lively Avenue
Norcross, Georgia 30071
Contact: Mary Beth Bender – 678.421.2069

Architect

MaxDesign Group
2862 Buford Highway, Suite 106
Duluth, GA 30096
Contact: Richard M. Maxian, AIA - 770.910.9740

Civil Engineer

City of Norcross
345 Lively Avenue
Norcross, Georgia 30071
Contact: Erica S. Madison, PE – City Engineer

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

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Norcross Compactor Enclosure
MAXDESIGN GROUP NO. D18-134

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Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by General Contractor and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

Norcross Compactor Enclosure
MAXDESIGN GROUP NO. D18-134

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ALTERNATES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. Contractor to insert alternate as needed

END OF SECTION 012300

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Division 01 60 00 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.

- g. Research reports evidencing compliance with building code in effect for Project, from ICC-ES or similar organization.
 - h. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within seven days of receipt of request.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.

- g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after commencement of the Work.
- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Division 01 25 00 – Substitution Procedures.
 - 2. Division 01 40 00 – Quality Requirements.
 - 3. Division 01 77 00 – Closeout Procedures.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals unless agreed upon by Owner and Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
 1. Initial Review: Allow **15** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow **5** days for in-house review of each re-submittal.
- D. Contractor's Signature and review approval: A shop drawing will not be reviewed by the Architect or Engineer's if the submittal does not have a contractor's stamp and signature with a date and type of approval.
- E. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately **6 by 8 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section
- F. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

3. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Architect, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Specification Section number and title.
 - i. Remarks.
- G. Options: Identify options requiring selection by Architect.
- H. Deviations: Identify deviations from the Contract Documents on submittals.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

- B. **Product Data:** Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Notation of coordination requirements.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
- C. **Shop Drawings:** Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. **Preparation:** Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Compliance with specified standards.
 - c. Notation of dimensions established by field measurement.
 - d. Seal and signature of professional engineer if specified.
 2. **Sheet Size:** Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches, but no larger than 24 by 36 inches**.
 3. **Submit Shop Drawings in the following format:**
 - a. PDF electronic file.
 - b. Four opaque (bond) copies of each submittal. Architect will return three copies.
- D. **Samples:** Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. **Identification:** Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are allowed, provide corresponding paper submittal of Color Sample illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit three full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return two submittals with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain one sample set; remainder will be returned as a project record sample.
- E. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 014000 Section "Quality Requirements."
- F. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 017700 Section "Closeout Procedures."
- G. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- J. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Schedule of Tests and Inspections: Comply with requirements specified in Division 014000 Section "Quality Requirements."
- L. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 017700 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action required.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for re-submittal without review.
- D. Submittals not required by the Contract Documents may not be reviewed and may be returned.

END OF SECTION 013300

SECTION 014000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site, if required by City of Norcross. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

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QUALITY REQUIREMENTS

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Division 01 40 00 Section "Quality Requirements".

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 10 business days of receipt of request.
 - a. Form of Approval: As specified in Division 01 33 00 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to Divisions 02 through 33. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 2. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 25 00 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, product is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Requirements:
 - 1. Division 01 40 00 – Quality Requirements.
 - 2. Division 01 77 00 – Closeout Procedures.

1.2 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Certified Surveys: Submit one copy signed by land surveyor.
- C. Final Property Survey: Submit 2 copies showing the Work performed and record survey data as requested by Owner.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding.

Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that which results in increased maintenance or decreased operational life or safety.
3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 25 00.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

4. Inform installers of lines and levels to which they must comply.
 5. Check the location, level and plumb, of every major element as the Work progresses.
 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.
- D. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 - C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
 - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
 - E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
 - F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
 - G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
 - H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 2. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 2. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.8 STARTING AND ADJUSTING
- A. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
 - B. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- 3.9 PROTECTION OF INSTALLED CONSTRUCTION
- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

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EXECUTION

- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

SECTION 017700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Individual Product Sections: Specific requirements for operation and maintenance data.
 - 2. Individual Product Sections: Warranties required for specific products of Work.

1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 5. Submit test/adjust/balance records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 calendar days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training information.
 6. Advise Owner of changeover in heat and other utilities.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 calendar days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 012900 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- a. PDF electronic file. Architect will return annotated copy.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris; clean according to manufacturer's recommendations if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - o. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Division 313116 Section "Termite Control." Prepare written report.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. Divisions 02 through 31 Sections for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit (2) two sets of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Submittal:
 - 1) Submit (2) two paper-copy sets of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints (on disk).
 - 3) City of Norcross Project Manager will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy and PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
 - 5. Format: Annotated PDF electronic file.
 - 6. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 7. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information if contractor needs.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and record Drawings where applicable.

- B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked-up paper copy of Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.
- D. Welding certificates.
- E. Material certificates.
- F. Material test reports.
- G. Floor surface flatness and levelness measurements.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- D. Pre-installation Conference: Conduct conference at Project site.
- E. Allowable Tolerances in Exposed Finished Work

1. Linear Building Lines, Elevations and Conspicuous lines and arises. Maximum 3/16" in 20'-0"; 3/8" in 40'-0" or more.
2. In Cross-Section Dimension- 3/16".
3. In surface Plane, Plumb and Level. 1/8" in 10'-0" in any direction when measured with a 10'-0" straight edge.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
 1. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- D. Galvanized-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from galvanized-steel wire into flat sheets.
- E. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, plain steel.
- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice.
- G. Contractor to coordinate above listed items with the Structural Engineering drawings and if there are any discrepancies notify the Architect before starting work.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 1. Portland Cement: ASTM C 150, Type I gray. Only one brand of cement shall be used for all concrete work.

- B. Normal-Weight Aggregates: ASTM C 33, and as specified. Provide aggregates from a single source for exposed concrete.
- C. Water: ASTM C 94/C 94M clean and potable.
- D. Contractor to coordinate above listed items with the Structural Engineering drawings and if there are any discrepancies notify the Architect before starting work.

2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- C. Contractor to coordinate above listed items with the Structural Engineering drawings and if there are any discrepancies notify the Architect before starting work.

2.5 WATERSTOPS

- A. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
- B. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.

2.6 VAPOR RETARDERS.

- A. Provide vapor retarder that is resistant to deterioration when tested according to ASTM E 154, as indicated on the drawings.

2.7 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf weighing approximately 9oz./sq.yd., complying with AASHTO M 182, Class 2.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet or Waterproof paper.
- D. Water: Potable.

2.8 CURING AND SEALING COMPOUND

- A. The compound shall conform to Federal Specification TT-C-800A, 30% solids content minimum, and have test data from an independent laboratory indication a maximum moisture loss of 0.030 grams per sq. cm. when applied as a coverage rate of 300sq.ft. per gallon. Manufacturer's certification required. The compatibility of the compound with tile and/or carpet adhesives shall be verified before use.
 - 1. Acceptable Products:
 - a. "Super Diamond Clear" by the Euclid Chemical Company.
 - b. "Kure-N-Seal 30" by Sonneborn/ChemRex.
 - c. "Cure & Seal 31% UV" Symons Corporation.
 - d. "Kurez DR" by the Euclid Chemical Company.
 - 2. Type: Styrene butadiene acrylic based compound except "Kurez DR" which is a resin cure.

2.9 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1752, cork or self-expanding cork.
- B. Construction Joints for Slab on Grade: Minimum 24 ga. galvanized steel forming keyed joint full depth of slab. Furnish complete with stake pins.
- C. Contraction (control) Joints for Slab on Grade:
 - 1. Saw cut or plastic inserts.
 - 2. Acceptable Products are:
 - a. Greenstreak Plastic Products, "Zipcap".
 - b. Vinylex Corp., "Zip-per Strip".
 - 3. Depth: 1" or ¼" slab thickness, whichever is greater.
- D. Contractor to coordinate above listed items with the Structural Engineering drawings and if there are any discrepancies notify the Architect before starting work.

2.10 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used.

- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- D. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until proposed mix designs have been reviewed by Architect.
- E. Design mixes to provide normal weight concrete with the following properties as indicated on the structural drawings.
- F. Proportion normal-weight concrete mixture per notes on Structural drawings:
 - 1. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratio as follows
 - a. Subjected to freezing and thawing: W/C 0.45.
 - b. Subjected to deicers/watertight: W/C 0.40.
 - c. Subjected to brackish water, salt spray or deicers: W/C 0.40.
 - 2. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
 - a. Ramps and sloping surfaces: Not more than 4 inches.
 - b. Reinforced foundation systems: Not more than 4 +/- 1 inches.
 - c. Slabs: Not more than 4 +/- 1 inches.
 - d. Other concrete: Not more than 5 inches.
 - 3. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
 - 4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
- G. Contractor to coordinate above listed items with the Structural Engineering drawings and if there are any discrepancies notify the Architect before starting work.

2.11 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

- C. Do not chamfer exterior corners and edges of permanently exposed concrete unless noted wise on the drawings.

3.2 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches and seal with manufacturers recommended tape.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- E. Waterstops: Install in construction joints and at other joints indicated according to manufacturer's written instructions.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.6 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
 1. Apply scratch finish to surfaces indicated on drawings.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces indicated on drawings.
- C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated. If Civil Drawings refer to a different finish follow their drawing requirements.

3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

- a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.8 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.9 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

SECTION 042000

UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete masonry units (CMU's).
2. Building (common) brick.

B. Related Sections:

1. Division 05 50 00 Section "Metal Fabrications" for furnishing steel lintels and shelf angles for unit masonry.
2. Division 07 62 00 Section "Sheet Metal Flashing and Trim" for furnishing manufactured reglets installed in masonry joints.

1.2 REFERENCES

- A. ACI 530.1/ASCE 6/TMS 602 – Specification for Masonry Structures; American Concrete Institute International; 2005.
- B. ASTM A 82 – Standard Specification for Steel Wire, Plain, for Concrete Reinforcement; 2002.
- C. ASTM A 153/A 153M – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2004.
- D. ASTM A 615/ A 615M – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2005b.
- E. ASTM A 653/ A 653M – Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvanized) by the Hot-Dip Process; 2004a.
- F. ASTM C 90 – Standard Specification for Load bearing Concrete Masonry Units; 2003.
- G. ASTM C 91 – Standard Specification for Masonry Cement; 2003a.
- H. ASTM C 150 – Standard Specification for Portland Cement; 2004a.
- I. ASTM C 207 – Standard Specification for Hydrated Lime for Masonry Purposes; 2004.
- J. ASTM C 216 – Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale) 2004b.

- K. ASTM C 404 – Standard Specification for Aggregates for Masonry Grout; 2004.
- L. ASTM C 780 – Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2002.

1.3 SUBMITTALS

- A. See Section 01 33 00 Section “Submittal Procedures”.
- B. Product Data & Manufacture’s Certificate: Submit manufacturer’s product data for each type of masonry unit, accessory and other manufactured products, including certifications that each type meet or exceed specified requirements.
- C. Shop Drawings: For reinforcing steel. Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."
- D. Samples for Verification: For each type and color of colored mortar.

1.4 QUALITY ASSURANCE

- A. Masonry Standard: Detailing of masonry reinforcement and grout shall be in accordance with “Building Code Requirements for Masonry Structures (ACI 530/ASCE 5/TMS 402-2)”.
- B. Masonry material, quality assurance and field execution for reinforced and grouted masonry construction shall be in accordance with “Specifications for Masonry Structures (ACI 530.1/ASCE 6/TMS 602)”.
- C. Mock-up Panel: Build mock-up panel to verify selections made under sample submittals and to demonstrate aesthetic effects. Comply with requirements on drawings for mockup panel.
- D. Testing Laboratory Duties:
 - 1. Perform tests to document submittals, certify product compliance prior to use in construction, and establish grout and mortar mix design. Verify that placement, splices and reinforcement sizes are in accordance with the plans and specs. Verify full placement of grout in required cells as called for on plans.
 - 2. Perform specified tests and report results on field test data sheet to Architect.
 - 3. Notify Architect immediately of any results not meeting design requirements.
- E. Testing and Inspection (if required by City of Norcross):
 - 1. A special inspector, which is an independent testing laboratory selected and paid for by the Owner (or by the Contractor as assigned by the Owner and acceptable to the Architect), shall ensure that materials, construction and workmanship are in compliance with the plans and specifications. Coordinate erection and testing to facilitate construction. Testing agency shall be qualified according to ASTM C 1093-95 (2001).
- F. Prism Testing:

1. Prism Tests: Masonry compressive strengths shall be verified by prism tests in accordance with ASTM C 1314-03b.
 - a. Prisms shall be built by the Contractor and tested by an independent testing agency selected and paid for by the Contractor and acceptable to the Architect.
 - b. Prisms shall be built by utilizing materials being placed in the building, by the masons construction the bearing walls.
 - c. Masons for building the units for prism testing shall be selected at random, and at least two (2) masons shall be selected to construct the prisms for any one test.
 - d. Prisms shall be built on pallets as required for handling and storage.
2. Test Requirements: Each test shall consist of three prisms. One test shall be required for each 5,000 square feet of masonry work. Where, in any one-story height, both grouted and non-grouted walls occur, one set of "A" prisms and one set of "B" prisms shall be constructed.
 - a. Correction factors for pier sizes from the NCMA code shall be applied to the failure stress and the minimum acceptable corrected ultimate strength shall be 1500 psi.
 - b. Should any prisms fail to meet the minimum strength or prove to have been improperly prepared, additional testing and all corrective measures shall be at the expense of the Contractor.

1.5 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Remove any ice or snow formed on masonry bed by carefully applying heat until top surface is dry to the touch. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- C. Protection of Work: During erection, cover top of wall with heavy waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress.
- D. Extend cover minimum of 24" down both sides and hold cover securely in place.
- E. Do not apply uniform floor or roof loading for at least 12 hours after building masonry walls.
- F. Do not apply concentrated loads for at least 3 days after building masonry walls or columns.
- G. Staining: Prevent grout or mortar or soil from staining the face of masonry to be left exposed or painted. Immediately remove grout or mortar in contact with such masonry.
- H. Protect sills, ledges and projections from droppings of mortar.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.
- B. Manufacturer: Obtain masonry units from one manufacturer, of uniform texture and color for each kind required, for each continuous area and visually related area.
- C. Masonry Unit Characteristics: Provide units complying with standards referenced and requirements indicated.

2.2 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depths as indicated on the drawings for specific locations.
 - 2. Load-Bearing Units: ASTM C 90, normal weight. (f'm = 1500 psi)
 - a. Hollow block as indicated.
 - 3. Exposed Faces: Provide manufacturer's standard color and texture unless otherwise indicated.
 - 4. Provide cleanouts at base of each grout pour height that exceeds 5' - 0".

2.3 MASONRY LINTELS

- A. General: Provide one of the following:
- B. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs with reinforcing bars placed as indicated and filled with coarse grout.

2.4 MORTAR AND GROUT MATERIALS

- A. Mortar Pre-mixed type S, complying with ASTM C 270.
 - 1. Color mortar: Premixed cement as required to match Architect's color sample.
- B. Portland Cement: ASTM C 150, Type I; (Type II can be substituted for cold weather construction) color as required to produce approved color sample
 - 1. Hydrated Lime: ASTM C 207, Type S.
 - 2. Grout aggregate: ASTM C 404.
- C. Water: Clean and potable

- D. Cold-Weather Admixture: Non-chloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.

1. Products: Subject to compliance with requirements, provide the following:

- a. Euclid Chemical Company (The); Accelguard 80.
- b. Grace Construction Products, W. R. Grace & Co. - Conn.; Morset.
- c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.

- E. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent by same manufacturer.

1. Products: Subject to compliance with requirements, provide the following:

- a. ACM Chemistries; RainBloc for Mortar.
- b. BASF Aktiengesellschaft; Rheopel Mortar Admixture.
- c. Grace Construction Products, W. R. Grace & Co. - Conn.; Dry-Block Mortar Admixture.

2.5 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.
- B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Truss type with single pair of side rods.
- D. Reinforcing bar supports shall be used to hold reinforcement in place during construction. Supports shall be placed at the top and bottom of the reinforcing masonry section and at the intervals of 8' 0" o.c. max.

2.6 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
 1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
 2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
 3. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
 4. Reinforcing Steel: ASTM A 615/A 615M Grade 60 (420) plain billet bars; uncoated
- B. Single Wythe Joint Reinforcement: Truss type; ASTM A 82 steel wire, hot dip galvanized after fabrication to ASTM A 153/A 153M, Class B; 0.1483 inch side rods with 0.1483 inch cross

rods; width as required to provide not more than 1 inch and not less than ½ inch of mortar coverage on each exposure.

- C. Multiple Wythe Joint Reinforcement: Truss type; fabricated with moisture drip; ASTM A 82 steel wire, hot dip galvanized after fabrication to ASTM A 153/153M, Class B; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than ½ inch of mortar coverage on each exposure..
- D. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not more than 1 inch and not less than ½ inch of mortar coverage on each exposure.
- E. Adjustable Masonry-Veneer Anchors:
 - 1. General: Provide anchors that allow vertical adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:
 - a. Structural Performance Characteristics: Capable of withstanding a 100-lbf load in both tension and compression without deforming or developing play in excess of 0.05 inch.
 - 2. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie and a metal anchor section.
 - a. Products: Subject to compliance with requirements, provide the following:
 - 1) Dayton Superior Corporation, Dur-O-Wal Division
 - 2) Heckmann Building Products Inc.; 315-D with 316.
 - 3) Hohmann & Barnard, Inc.
 - 4) Wire-Bond.
 - b. Anchor Section: Rib-stiffened, sheet metal plate with screw holes top and bottom, having slotted holes for inserting wire tie.
 - c. Fabricate sheet metal anchor sections and other sheet metal parts from 0.075-inch-thick, steel sheet, galvanized after fabrication.
 - d. Wire Ties: Triangular-, rectangular-, or T-shaped wire ties fabricated from 0.187-inch-diameter, hot-dip galvanized steel wire.

2.7 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and Division 07 62 00 Section "Sheet Metal Flashing and Trim" and as follows:
 - 1. Metal Drip Edge: Fabricate from stainless steel. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees.
 - 2. Metal Sealant Stop: Fabricate from stainless steel. Extend at least 3 inches into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch and down into joint 1/4 inch to form a stop for retaining sealant backer rod.
 - 3. Metal Expansion-Joint Strips: Fabricate from copper to shapes indicated.

B. Flexible Flashing: Use the following unless otherwise indicated:

1. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.030 inch.
 - a. Products: Subject to compliance with requirements, provide the following:
 - 1) Advanced Building Products Inc.; Peel-N-Seal.
 - 2) Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing.
 - 3) Dayton Superior Corporation, Dur-O-Wal Division; Dur-O-Barrier Thru-Wall Flashing.
 - 4) Fiberweb, Clark Hammerbeam Corp.; Aquaflash 500.
 - 5) Grace Construction Products, W. R. Grace & Co. - Conn.; Perm-A-Barrier Wall Flashing.
 - 6) Heckmann Building Products Inc.; No. 82 Rubberized-Asphalt Thru-Wall Flashing.
 - 7) Hohmann & Barnard, Inc.; Textroflash.
 - 8) W. R. Meadows, Inc.; Air-Shield Thru-Wall Flashing.
 - 9) Polyguard Products, Inc.
 - 10) Sandell Manufacturing Co., Inc.; Sando-Seal.
 - 11) Williams Products, Inc.; Everlastic MF-40.
2. Elastomeric Thermoplastic Flashing: Composite flashing product consisting of a polyester-reinforced ethylene interpolymers alloy.

C. Solder and Sealants for Sheet Metal Flashings: As specified in Division 07 62 00 Section "Sheet Metal Flashing and Trim."

D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Pre-molded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; formulated from neoprene.
- B. Preformed Control-Joint: Made from rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weeps: CavClear weeps. Contractor to submit colors for architect to select and match with mortar.

- E. Cavity Drainage Material: Free-draining mesh, made from polymer strands that will not degrade within the wall cavity.

1. Provide one of the following configurations:

- a. Strips, full-depth of cavity and 10 inches high, with dovetail shaped notches 7 inches deep.
- b. Strips, not less than 1-1/2 inches thick and 10 inches high, with dimpled surface designed to catch mortar droppings and prevent weep holes from clogging with mortar.
- c. Sheets or strips full depth of cavity and installed to full height of cavity.

2.9 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Diedrich Technologies, Inc.
 - b. EaCo Chem, Inc.
 - c. ProSoCo, Inc.

2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Use masonry cement mortar Type S unless otherwise indicated.
3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

- B. Mortar for Unit Masonry: Comply with ASTM C 270. Provide the following types of mortar for applications stated unless another type is indicated. Refer to structural general notes on the structural sheet.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, un-chipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
- C. Wetting of Brick: Wet brick before laying if initial rate of absorption exceeds 30 g/30 sq. in. per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at time of laying.
- D. Do not wet concrete masonry units.

3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
 - 1. For dimensions in cross section or elevation do not vary by more than plus or minus 1/4 inch.
 - 2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
 - 3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 - 1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
 - 2. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
 - 3. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet.
- C. Joints:
 - 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
 - 2. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint widths and thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs. Lay concealed masonry with all units in a wythe bonded by lapping not less than 2". Bond and interlock each course of each wythe at corners, unless otherwise shown.
- C. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- D. Stopping and Resuming Work: Rake back $\frac{1}{2}$ - masonry unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if specified to be wetted), and remove loose masonry units and mortar prior to laying fresh masonry.
- E. Built-in Work: As the work progresses, build in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items.
- F. Fill space between hollow metal frames and masonry solidly with mortar.
- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath in the joint below and rod mortar or grout into core.
- H. Intersecting Loadbearing Walls: If carried up separately, block vertical joint with 8" maximum offsets and provide rigid steel anchors spaced not more than 4'-0" o.c. vertically, or omit blocking and provide rigid steel anchors at not more than 2'-0" vertically. Form anchors of galvanized steel not less than 1-1/2" x 1/4" x 2'-0" long with ends turned up not less than 2" or with cross-pins. If used with hollow masonry units, embed ends in mortar filled cores.
- I. Non-Loadbearing Interior Partition Walls: Build full height of story to underside of solid structure above, unless otherwise indicated.
- J. Install bullnose units at all exposed corners.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay solid masonry units with completely filled bed and head & collar joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- C. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

- D. Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells.
- E. Joints: Maintain joint widths shown, except for minor variations required to maintain bond alignment. If not otherwise indicated, lay walls with 3/8" joints. Rake out mortar in preparation for application of caulking or sealants where shown.
- F. Remove masonry units disturbed after laying; clean and relay in fresh mortar. Do not pound corners at jambs to fit stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar, and reset in fresh mortar.

3.5 REINFORCED UNIT MASONRY

- A. Align vertical unit masonry cells to be filled to maintain clear, unobstructed vertical cell, continuous to foundation. Remove mortar droppings and debris from cells to be grouted.
- B. Provide cleanouts at bottom of each vertically reinforced cell, at each pour of grout. Seal cleanouts after inspection of reinforcement, before grouting begins.
- C. Place reinforcement in accordance with drawings, lapping as indicated. Secure at bottom and top and at intervals not exceeding 8'-0" bar diameters, refer to structural drawings for final directions.
- D. Except as otherwise indicated, provide at least 8" of solid end bearing full height of wall for lintels, beams and other load supporting members.
- E. Fill reinforced cells with cement grout, consolidating by vibrating and puddling.
- F. Form horizontal construction joints in grout lifts by stopping grout pour 1-1/2" below top of uppermost course in pour.

3.6 CAVITY WALLS

- A. Keep cavity clean of mortar droppings and other materials during construction. Strike joints flush facing cavity.
- B. Provide weep holes in exterior wythe of cavity, composite and veneer walls located immediately above ledges and flashing, spaced 2'-0" o.c., unless otherwise indicated.

3.7 LINTELS

- A. Install loose lintels of steel and other materials where shown.

3.8 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.

- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.
- E. Reinforce masonry openings greater than 1'-0" wide, with horizontal joint reinforcing placed in 2 horizontal joints approximately 8" apart, both immediately above lintels and below sills. Extend reinforcing a minimum of 24" beyond jambs of the opening.

3.9 ANCHORING MASONRY TO STRUCTURAL STEEL AND CONCRETE

- A. Anchor masonry to structural steel and concrete where masonry abuts or faces structural steel or concrete to comply with the following:
 - 1. Provide an open space not less than 1 inch wide between masonry and structural steel or concrete unless otherwise indicated. Keep open space free of mortar and other rigid materials.
 - 2. Anchor masonry with anchors embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 24 inches o.c. horizontally.

3.10 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to wall framing and masonry backup masonry-veneer anchors to comply with the following requirements:
 - 1. Fasten screw-attached anchors through sheathing to wall framing and masonry backup with metal fasteners of type indicated. Use two fasteners.
 - 2. Embed connector sections and continuous wire in masonry joints. Provide not less than 2 inches of air space between back of masonry veneer and face of sheathing.
 - 3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
 - 4. Space anchors as indicated, but not more than 16 inches o.c. vertically and 24 inches o.c. horizontally with not less than 1 anchor for each of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 36 inches, around perimeter.

3.11 CONTROL AND EXPANSION JOINTS

- A. Provide vertical expansion, control and isolation joints in masonry where shown. Build in related masonry accessory items as the masonry work progresses.
 - 1. See Division 7 sections for "Joint Sealants".

3.12 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

- A. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
 2. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inches to form end dams.
 3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.
- B. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
1. Use specified weep/vent products as required by Section 2.8 D.
 2. Space weep holes 24 inches o.c. unless otherwise indicated.
 3. Cover cavity side of weep holes with plastic insect screening at cavities insulated with loose-fill insulation.
- C. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

3.13 SPECIAL INSPECTIONS

- A. Testing and Inspecting: If Owner chooses to engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
1. A Special Inspector is an independent testing laboratory selected and paid for by the Owner (or by the Contractor as assigned by the Owner & acceptable to the Architect). The Special Inspector shall perform tests & inspections per the "Schedule of Special Inspections." Testing & inspections to be coordinated to facilitate construction.

3.14 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 2. Protect surfaces from contact with cleaner.
 3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.

4. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 5. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.
- C. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units & install in fresh mortar or grout, pointed to eliminate evidence or replacement.
- D. Pointing: During the tooling of joints, enlarge any voids or holes and completely fill with mortar. Point-up all joints at corners, openings and adjacent work to provide a neat, uniform appearance, properly prepared for application of caulking or sealant compounds.

3.15 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
- B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

SECTION 042113
BRICK MASONRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Face brick.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
B. Samples: For each type and color of brick and colored mortar located on mock-up panel.

1.3 QUALITY ASSURANCE

- A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.
B. Mock-up Panel: Build mock-up panel to verify selections made under sample submittals and to demonstrate aesthetic effects. Comply with requirements on drawings for mockups.

1.4 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

2.2 BRICK

- A. General: Provide shapes indicated and as follows.
 - 1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
 - 2. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.
- B. Face Brick: Facing brick complying with ASTM C 216.
 - a. Color and texture: As scheduled on the drawings.
 - b. Nominal size: As scheduled on the drawings.
- 2. Manufacturers:
 - a. Boral, Cherokee and General Shale.
 - b. Substitutions: See Section 01 25 – and Section 01 60 00.
- 3. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
- 4. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."

2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I, except Type III may be used for cold-weather construction. Color as required to produce approved color sample.
- B. Masonry Cement: ASTM C 91, Type N.
 - 1. Color mortar: Premixed cement as required to match Architect's color sample.
- C. Cold-Weather Admixture: Non-chloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Euclid Chemical Company (The); Accelguard 80.
 - b. Grace Construction Products, W. R. Grace & Co. - Conn.; Morset.
 - c. Sonneborn Products, BASF Aktiengesellschaft; Trimix-NCA.

2.4 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M; with ASTM A 153/A 153M, Class B-2 coating.
 2. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
 3. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch of masonry face, made from 0.187-inch diameter, hot-dip galvanized steel wire.

2.5 EMBEDDED FLASHING MATERIALS

- A. Refer to Section 04 20 00:

2.6 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following.
 - a. Diedrich Technologies, Inc.
 - b. EaCo Chem, Inc.
 - c. ProSoCo, Inc.

2.7 MORTAR MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
1. Do not use calcium chloride in mortar.
 2. Use masonry cement mortar unless otherwise indicated.
 3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide Type N unless another type is indicated.

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Pre-molded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; formulated from neoprene.
- B. Preformed Control-Joint: Made from rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weeps: CavClear weeps. Contractor to submit colors for architect to select and match with mortar.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before lying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.2 MORTAR BEDDING AND JOINTING

- A. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.3 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to wall framing and CMU with masonry-veneer anchors to comply with the following requirements:
 - 1. Fasten screw-attached anchors through sheathing to wall framing with metal fasteners of type indicated. Use two fasteners unless anchor design only uses one fastener.
 - 2. Embed connector sections and continuous wire in masonry joints. Provide not less than 1-1/2 inches of air space between back of masonry veneer and face of sheathing.
 - 3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.

4. Space anchors as indicated, but not more than 16 inches o.c. vertically and 16 inches o.c. horizontally with not less than 1 anchor for each of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 24 inches, around perimeter.

3.4 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

A. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
2. At lintels and shelf angles, extend flashing a minimum of 6 inches into masonry at each end. At heads and sills, extend flashing 6 inches at ends and turn up not less than 2 inch to form end dams.
3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.
4. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch back from outside face of wall and adhere flexible flashing to top of metal flashing termination.

B. Install weep holes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:

1. Use specified weep/vent products as required by Section 2.8 D.
2. Space weep holes 24 inches o.c. unless otherwise indicated.

C. Place cavity drainage material in cavities to comply with configuration requirements for cavity drainage material in "Miscellaneous Masonry Accessories" Article.

3.5 FIELD QUALITY CONTROL

A. Testing and Inspecting: If owner chooses to engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to meet specified requirements shall be done at Contractor's expense.

B. Inspections: Level 1 special inspections according to the "International Building Code."

1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.

3.6 CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes
 - 2. Protect adjacent surfaces from contact with cleaner.
 - 3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 4. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
 - 5. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

END OF SECTION 042113

SECTION 055000
METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Miscellaneous steel framing and supports.
2. Shelf angles.
3. Miscellaneous steel trim.
4. Metal bollards.

B. Products furnished, but not installed, under this Section:

1. Loose steel lintels.
2. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.

1.2 PERFORMANCE REQUIREMENTS

- A. Field Measurements:** Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking measurements before fabrication might delay work.
- B. Thermal Movements:** Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

1.3 SUBMITTALS

A. Product Data: For the following:

1. Prefabricated building columns.
2. Paint products.
3. Grout.

B. Shop Drawings: Show fabrication and installation details for metal fabrications.

1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

PART 2 - PRODUCTS

2.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces without blemishes.

2.2 FERROUS METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D these requirements are for 30 ksi.

2.3 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it. Refer to drawings for locations.
- C. Non-shrink, Nonmetallic Grout: Factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
- C. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended.
- D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.
- E. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

- F. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors not less than 24 inches o.c.

2.5 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
- C. Loose Bearing and Leveling Plates: Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction, made flat, free from warps or twists, and of required thickness and bearing area. Drill plates to receive anchor bolts and for grouting as required. Galvanize after fabrication.
- D. Provide necessary reinforcements and drill and tap as required for finish hardware.

2.6 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
- C. Galvanize exterior miscellaneous steel trim.
- D. Prime miscellaneous steel trim with primer specified in Division 09 96 00 Section "High-Performance Coatings."

2.7 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

2.8 LOOSE STEEL LINTELS

- A. Fabricate loose steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Galvanize loose steel lintels located in exterior walls.
- C. Prime loose steel lintels located in exterior walls with primer specified in Division 09 96 00 Section "High-Performance Coatings."

2.9 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.10 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish metal fabrications after assembly.

2.11 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
- B. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.
- C. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.3 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000

SECTION 061000
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Wall and roof sheathing.
3. Wood blocking, cants, and nailers.
4. Wood furring.
5. Preservative treatment of wood.

B. Related Section.

1. Section - 07 62 00 "Sheet Metal Flashing and Trim".

1.2 REFERENCES

- A. ASTM E 84-09c – Standard Test Method for Surface Burning Characteristics of Building Materials; 2005
- B. AWWA C9 – Plywood: Perservative Treatment by Pressure Processes; American Wood-Preservres' Association; 2003.
- C. PS 1 – Construction and Industrial Plywood; National Institute of Standards and Technology (Department of Commerce); 2005.
- D. PS 20 – American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.
 - 2. Engineered wood products.
 - 3. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness 19 percent for 2-inch nominal thickness or less, no limit for more than 2-inch nominal thickness unless otherwise indicated.

2.2 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with AWWA U1 – Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
- B. Preservative Treatment:
 - 1. Manufacturers:
 - a. Arch Wood Protection, Inc.
 - b. Chemical Specialties, Inc.
 - c. Osmose, Inc.
 - d. Substitutions: See Section 01 60 00 – Product Requirements.
- C. Preservative Pressure Treatment of Lumber Above Grade: AWWA Use Category UC3B, Commodity Specification A (Treatment C2) using waterborne preservative to 0.25 lb/cu ft retention.
 - 1. Kiln dry plywood after treatment to maximum moisture content of 19 percent.
 - 2. Treat plywood in contact with roofing, flashing, or waterproofing.
 - 3. Treat plywood in contact with masonry or concrete.
 - 4. Treat plywood less than 18 inches above grade.
- D. Preservative Pressure Treatment of Lumber in Contact with Soil: AWWA Use Category UC4A Commodity Specification A (Treatment C2) using waterborne preservative to 0.4 lb/cu ft retention.

1. Preservative for Field Application to Cut Surfaces: As recommended by manufacturer of factory treatment chemicals for brush-application in the field.
2. Restrictions: Do not use lumber or plywood treated with chromate copper arsenate (CCA) in exposed exterior applications subject to leaching.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Cants.
 4. Furring.
 5. Grounds.
- B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber of any species.

2.4 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: DOC PS 1, fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch nominal thickness.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity (such as furring strips for composite siding, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

2.6 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch nominal thickness, compressible to 1/32 inch; selected from manufacturer's standard widths to suit width of sill members indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit.

Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.

- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- D. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- G. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- H. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

END OF SECTION 061000

SECTION 061600

SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wall sheathing.
2. Roof sheathing.
3. Sheathing joint and penetration treatment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preserved treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements.

1.3 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For following products, from ICC-ES:

1. Preservative-treated plywood.
2. Foam-plastic sheathing.

PART 2 - PRODUCTS

2.1 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPAC U1; Use Category use category UC3b for exterior construction.
- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.2 WALL SHEATHING

- A. Plywood Wall Sheathing: Exterior and Exposure 1 sheathing – refer to drawings for locations.
- B. Paper-Surfaced Gypsum Wall Sheathing: ASTM C 1396/C 1396M, gypsum sheathing; with water-resistant-treated core and with water-repellent paper bonded to core's face, back, and long edges.
 - 1. Type and Thickness: Regular 5/8 inch thick.
- C. Cementitious Backer Units: ASTM C 1325, Type A.
 - 1. Thickness: As indicated on drawings.

2.3 ROOF SHEATHING

- A. Plywood Roof Sheathing: Exterior Exposure 1 sheathing – refer to drawings for locations.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

2.5 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

- A. Sealant for Glass-Mat Gypsum Sheathing: Elastomeric, medium-modulus, neutral-curing silicone joint sealant compatible with joint substrates formed by gypsum sheathing and other materials, recommended by sheathing manufacturer for application indicated and complying with requirements for elastomeric sealants specified in Section 079200 "Joint Sealants."
- B. Sealant for Glass-Mat Gypsum Sheathing: Silicone emulsion sealant complying with ASTM C 834, compatible with sheathing tape and sheathing and recommended by tape and sheathing manufacturers for use with glass-fiber sheathing tape and for covering exposed fasteners.
 - 1. Sheathing Tape: Self-adhering glass-fiber tape, minimum 2 inches wide, 10 by 10, of type recommended by sheathing and tape manufacturers for use with silicone emulsion sealant in sealing joints in glass-mat gypsum sheathing and with a history of successful in-service use.
- C. Sheathing Tape for Foam-Plastic Sheathing: Pressure-sensitive plastic tape recommended by sheathing manufacturer for sealing joints and penetrations in sheathing.

2.6 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
- D. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

END OF SECTION 061600

SECTION 071113

BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. ASTM D 41 – Standard Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing; 2000.
2. ASTM D 1227 – Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing; 2000.
3. ASTM D 2822 – Standard Specification for Asphalt Roof Cement; 1997.

1.2 SUBMITTALS

- A. Product Data: Provide properties of primer, bitumen and mastics.
- B. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.3 PROJECT CONDITIONS

PART 2 - PRODUCTS

2.1 COLD ASPHALTIC MATERIALS

- A. Bitumen: Emulsified asphalt, ASTM D 1227; with fiber reinforcement (Type I or II).
- B. Asphalt Primer: ASTM D 41, compatible with substrate.
- C. Sealing Mastic: Asphalt roof cement, ASTM D 2822, Type I.
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. ChemMasters Corp.
 2. Degussa Building Systems; Sonneborn Brand Products.
 3. BASF – The Chemical Company
 4. Gardner Gibson, Inc.
 5. Henry Company.
 6. Karnak Corporation.
 7. Malarkey Roofing Products.

8. Meadows, W. R., Inc.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to work; fill voids, seal joints, and apply bond breakers if any, as recommended by prime material manufacturer.
- B. Protect adjacent surfaces not designated to receive damp-proofing.
- C. Do not apply damp-proofing to surfaces unacceptable to manufacturer
- D. Apply mastic to seal penetrations, small cracks, or minor honeycomb in substrate.

3.2 APPLICATION, GENERAL

- A. Comply with manufacturer's written recommendations unless more stringent requirements are indicated or required by Project conditions to ensure satisfactory performance of damp-proofing.
- B. Apply damp-proofing to provide continuous plane of protection on exterior face of inner wythe of exterior masonry cavity walls.
- C. Apply damp-proofing with a roller.
- D. Apply damp-proofing in two coats, continuous and uniform, at a rate of 5 gal/100sq.ft.
- E. Seal items projecting through damp-proofing surface with mastic. Seal watertight.

END OF SECTION 071113

SECTION 072500

WEATHER BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Building paper.
2. Building wrap.
3. Flexible flashing.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For water-resistive barrier, from ICC-ES.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIER

A. Building Paper: Water-vapor-permeable, asphalt-saturated kraft building paper.

1. Water vapor transmission not less than 35 g/sq. m x 24 hr per ASTM D 779.
2. Water resistance not less than 20 minutes per ASTM F 1249.

B. Building Wrap: ASTM E 1677, Type I air barrier; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested according to ASTM E 84; UV stabilized; and acceptable to authorities having jurisdiction.

1. Products: Subject to compliance with requirements, provide one of the following.

- a. Dow Chemical Company.
- b. DuPont; Tyvek CommercialWrap.
- c. Ludlow Coated Products; Barricade Building Wrap.
- d. Raven Industries Inc.; Fortress Pro Weather Protective Barrier.

2. Water-Vapor Permeance: Not less than 50 g through 1 sq. m of surface in 24 hours per ASTM E 96/E 96M, Desiccant Method (Procedure A).

- C. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

2.2 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Self-adhesive butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. DuPont (E. I. du Pont de Nemours and Company); DuPont Flashing Tape.
 - b. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Vycor Butyl Self Adhered Flashing.
 - c. Protecto Wrap Company; BT-25 XL.
 - d. Raven Industries Inc.; Fortress Flashshield.
 - e. Advanced Building Products Inc.; Wind-o-wrap.
 - f. Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing.
 - g. Fiberweb, Clark Hammerbeam Corp.; Aquaflash 500.
 - h. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.;
 - i. MFM Building Products Corp.; Window Wrap.
 - j. Polyguard Products, Inc.

PART 3 - EXECUTION

3.1 WATER-RESISTIVE BARRIER INSTALLATION

- A. Cover sheathing with water-resistive barrier as follows:
1. Cut back barrier 1/2 inch on each side of the break in supporting members at expansion- or control-joint locations.
 2. Apply barrier to cover vertical flashing with a minimum 4-inch overlap unless otherwise indicated.
- B. Building Paper: Apply horizontally with a 2-inch overlap and a 6-inch end lap; fasten to sheathing with galvanized staples or roofing nails.
- C. Building Wrap: Comply with manufacturer's written instructions.
1. Seal seams, edges, fasteners, and penetrations with tape.
 2. Extend into jambs of openings and seal corners with tape.

3.2 FLEXIBLE FLASHING INSTALLATION

- A. Apply flexible flashing where indicated to comply with manufacturer's written instructions.

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1. Lap seams and junctures with other materials at least 4 inches except that at flashing flanges of other construction, laps need not exceed flange width.
2. Lap flashing over water-resistive barrier at bottom and sides of openings.

END OF SECTION 072500

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

SECTION 072610
SHEATHING MEMBRANE

PART 1 - GENERAL

1.1 SUMMARY

- A. Sheathing membrane for light commercial buildings in high humidity locations.

1.2 RELATED SECTIONS

1.3 SUBMITTALS

- A. Section 013300 – Submittal Procedures.
- B. Product Data: Manufacturer's data sheets, samples and installation instructions.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.5 WARRANTY

- A. Provide manufacturer's warranty that material will not be damaged by weather or normal construction conditions, to include furnishing of replacement material.

1.6 PRE-INSTALLATION MEETING

- A. Convene one week before starting work of this section to discuss details about this material and installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Pactiv, Green Guard.

- B. Substitutions: Submit to Architect for approval

2.2 MATERIALS

- A. Air Infiltration Membrane: Green Guard Raindrop, cross-woven with drainage channels and relatively lower vapor permeability and transmission ratings.
1. Weight: 16.0lb/1000SF.
 2. UV Resistance: 4 months.
 3. Tear Strength: 56 lbf in machine direction, 30 lbf in cross-machine direction, when tested in accordance with ASTM D 4533 (trapezoidal tear).
 4. Burst Strength: ASTM D-751, 155 psi.
 5. Water Vapor Transmission Rate: ASTM E 96 Procedure A 10.0 perms.
- B. Joint Tape: As recommended by manufacturer.
- C. Mechanical Fasteners: As recommended by manufacturer
- D. Sealant: As recommended by manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions over entire exterior wall area except windows and doors. Lap into openings per manufacturer's instructions.
- B. Lap over flashings per manufacturer's instructions
- C. Comply with manufacturer's requirements for honoring warranty.
- D. Locate joints over solid backing, lap 4 inches, and seal with tape.
- E. Trim membrane close to penetrations and seal with tape.

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3.4 PROTECTION

- A. Protect installed membrane until installation of covering.
- B. Repair or replace damaged membrane before installing covering.

END OF SECTION 072610

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

SECTION 074113 METAL ROOF PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exposed-fastener, lap-seam metal roof panels.
2. Concealed-fastener, lap-seam metal roof panels.
3. Standing-seam metal roof panels.
4. Batten-seam metal roof panels.
5. Metal soffit panels.

B. Related Sections:

1. Section 076200 - "Sheet Metal Flashing and Trim".
2. Section 079200 - "Joint Sealers".

1.2 PERFORMANCE REQUIREMENTS

A. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

1. Uplift Rating: Per local requirements.

B. Structural Performance: Provide metal roof panel assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated, based on testing according to ASTM E 1592:

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show fabrication and installation layouts of metal roof panels; details of edge conditions, side-seam and endlap joints, panel profiles, corners, anchorages, trim, flashings, closures, and accessories; and special details. Contractor needs to distinguish between factory- and field-assembled work.

C. Samples: For each type of exposed finish required.

D. Delegated-Design Submittal: For metal roof panel assembly indicated to comply with performance requirements and design criteria, including analysis data and calculations signed and sealed by the qualified professional engineer responsible for their preparation.

- E. Coordination Drawings: Roof plans, drawn to scale, based on input from installers of the items involved.
- F. Field quality-control reports.
- G. Warranties: Samples of special warranties.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Pre-installation Conference: Conduct conference at project site.

1.5 DELIVERY, STORAGE, AND PROTECTION

- A. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- B. Store prefinished material off ground and protected from weather. Prevent twisting, bending, or abrasion, and provide ventilation to stored materials. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that may cause discoloration or staining of products.

1.6 WARRANTY

- A. See Section 017700 – Closeout Procedures, for additional warranty requirements.
- B. Manufacturer's Warranties:
 - 1. Manufacturer's warranty against failure of roof panel due to rupture, structure failure, or perforation due to exposure to normal atmospheric corrosion warranty period, 20 years and six months.
 - 2. Correct defective materials within a ten year period after Substantial Completion for degradation of panel finish, including color fading, crazing, chipping and peeling.
 - 3. Correct defective work within a five year period after Substantial Completion, including defects in water tightness and integrity of seals.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Berridge Manufacturing Company
- B. Peterson Aluminum Corporation (Pac-Clad)
- C. Substitutions: 012500 – "Substitution Procedures".

2.2 PANEL MATERIALS

- A. Panel System: Performed and prefinished metal panel system vertical; site assembled
 - 1. System: "Tee-Panel" standing seam panel with 1" standing seam with performed seam cap and continuous vinyl gasket.
 - 2. Thickness: 24 gage
 - 3. Seam spacing: 12 inches
 - 4. Color: As per specified on Construction Drawings
 - 5. Interlocking edges, fitted with continuous gaskets.
 - 6. Factory Finish: as scheduled on drawings.
- B. Internal and External Corners: Same material, thickness and finish as exterior sheets; profile to suit system; shop cut and factory mitered profile to suit system.
- C. Expansion Joints: Same material, thickness and finish as exterior sheets; 24 gage; manufacturer's standard brake formed type, of profile to suit system.
- D. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles
- E. Anchors: Galvanized steel.

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: 30mils thick minimum, consisting of slip-resisting, polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
- B. Felts: ASTM D 226, Type I (No. 30), asphalt-saturated organic felts.
- C. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

2.4 MISCELLANEOUS METAL FRAMING

- A. Miscellaneous Metal Framing, General: ASTM C 645, cold-formed metallic-coated steel sheet, ASTM A 653/A 653M, hot-dip galvanized or coating with equivalent corrosion resistance unless otherwise indicated.

2.5 MISCELLANEOUS MATERIALS

- A. Panel Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide exposed fasteners with heads matching color of metal roof panels by means of plastic caps or factory-applied coating. Provide EPDM, PVC, or neoprene sealing washers.
- B. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

- C. Galvanized Steel Sheet: ASTM A653. G90 steel sheet, zinc coated (galvanized) by hot dip process, structural quality, 24 ga.
- D. Topside coating to be: Full-strength flouropolymer (70% Kynar 500 or Hylar 5000 resin) system of 1.0 mil total dry film thickness. Underside coating to be: Wash coat of 0.3-0.4 mil dry film thickness coating. Color shall be as indicated on drawings or as selected by Architect from manufacturer's standard color options.

2.6 METAL SOFFIT PANELS

- A. General: Provide factory-formed perforated metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners and factory-applied sealant in side laps. Include accessories required for weathertight installation.

2.7 ACCESSORIES

- A. Roof Panel Accessories: Provide components approved by roof panel manufacturer and as required for a complete metal roof panel assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal roof panels.
 - 2. Closure Strips: Closed-cell, expanded, cellular, rubber or cross-linked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch thick, flexible closure strips; cut or pre-molded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weather-tight construction.
 - 3. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
- B. Flashing and Trim: Formed from same material as roof panels, pre-painted with coil coating, minimum 0.018 inch thick. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal roof panels.
- C. Gutters: Formed from same material roof panels. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to indicated on drawings.
- D. Downspouts: Formed from same material as roof panels or as indicated on Architectural drawings. Fabricate with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual". Finish downspouts to match gutters.

2.8 FABRICATION

- A. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- B. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- 1. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
- 2. Comply with UL requirements for fire-rated construction.
- B. Miscellaneous Framing: Install subpurlins, eave angles, furring, and other miscellaneous roof panel support members and anchorage according to metal roof panel manufacturer's written instructions.

3.2 METAL ROOF PANEL INSTALLATION

- A. Lap-Seam Metal Roof Panels: Fasten metal roof panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
 - 1. Apply panels and associated items for neat and weather-tight enclosure. Avoid "panel creep" or application not true to line.
 - 2. Lap ribbed or fluted sheets one full rib corrugation.
 - 3. Provide metal-backed neoprene or EPDM washers under heads of exposed fasteners bearing on weather side of metal roof panels.
 - 4. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
 - 5. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
 - 6. Provide sealant tape at lapped joints of metal roof panels and between panels and protruding equipment, vents, and accessories.
 - 7. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps, and on side laps of nesting-type panels; on side laps of corrugated nesting-type, ribbed, or fluted panels; and elsewhere as needed to make panels weatherproof to driving rains.
 - 8. At panel end splices, nest panels with minimum 6-inch end lap, sealed with butyl-rubber sealant and fastened together by interlocking clamping plates.

- B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended by manufacturer.
1. Install clips to supports with self-tapping fasteners.
 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.

3.3 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weather-tight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal roof panel assembly including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 2. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 3. Provide elbows at base of downspouts to direct water away from building.

3.4 CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as metal roof panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal roof panel installation, clean finished surfaces as recommended by metal roof panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 074113

SECTION 076200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manufactured reglets and counter-flashing.
2. Formed roof drainage sheet metal fabrications.
3. Formed slope roof sheet metal fabrications.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Show installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.

1. Include details for forming, joining, supporting, and securing sheet metal flashing and trim, including pattern of seams, termination points, fixed points, expansion joints, expansion-joint covers, edge conditions, special conditions, and connections to adjoining work.

C. Samples: For each exposed product and for each finish specified.

D. Maintenance data.

E. Warranty: Sample of special warranty.

1.3 QUALITY ASSURANCE

A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

B. Pre-installation Conference: Conduct conference at Project site.

1.4 WARRANTY

A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
 - 1. Pre-Painted -Sheet Finish: Refer to drawings for color, pre-painted according to ASTM B 882.
- B. Aluminum Sheet: ASTM B 209 , alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. As-Milled Finish: One-side bright mill finish.
 - a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.

2.2 UNDERLAYMENT MATERIALS

- A. Polyethylene Sheet: 6-mil thick polyethylene sheet complying with ASTM D 4397.
- B. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, non-perforated.
- C. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
 - 1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F.
 - 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F.
- D. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.

- b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
- 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- 3. Fasteners for Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.4 REGLETS

- A. Reglets: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counter-flashing pieces, and compatible with flashing indicated with interlocking counter-flashing on exterior face, of same metal as reglet.
 - 1. Material: Aluminum, 0.024 inch thick.
 - 2. Finish: Mill with color selected on Construction Drawings.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Obtain field measurements for accurate fit before shop fabrication.
 - 2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant.

- C. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.

2.6 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Gutter: Profile as indicated on drawings
- B. Downspouts: Profile as indicated on drawings
- C. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Straps.
- D. Splash Pads, where indicated on drawings and as needed for surface drainage control: Precast concrete type, of size and profiles indicated; minimum 3000psi at 28 days, with a minimum 5 percent air entrainment:
- E. Downspout boots where indicated on drawings: steel.
- F. Seal metal joints.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. Polyethylene Sheet: Install polyethylene sheet with adhesive for anchorage. Apply in shingle fashion to shed water, with lapped and taped joints of not less than 2 inches.
- B. Felt Underlayment: Install felt underlayment with adhesive for temporary anchorage. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.
- C. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 5. Install sealant tape where indicated.
 - 6. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
 - 1. Coat back side of uncoated aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal joints as shown and as required for watertight construction.
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, except reduce pre-tinning where pre-tinned surface would show in completed Work.
 - 1. Do not solder metallic-coated steel and aluminum sheet.
 - 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

- G. Rivets: Rivet joints in uncoated aluminum where indicated and where necessary for strength.

3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
- D. Counter-flashing: Coordinate installation of counter-flashing with installation of base flashing. Insert counter-flashing in reglets or receivers and fit tightly to base flashing. Extend counter-flashing 4 inches over base flashing. Lap counter-flashing joints a minimum of 4 inches and bed with sealant.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with butyl sealant and clamp flashing to pipes that penetrate roof.

3.4 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Division 04 Section "Unit Masonry."
- C. Reglets: Installation of reglets is specified in Division 04 Section "Unit Masonry."

3.5 CLEANING AND PROTECTION

- A. Clean and neutralize flux materials. Clean off excess solder and sealants.
- B. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturers written installation instructions.

END OF SECTION 076200

SECTION 079200

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Preformed joint sealants.

1.2 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers eight samples of materials that will contact or affect joint sealants. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule: Include the following information:
1. Joint-sealant application, joint location, and designation.
 2. Joint-sealant manufacturer and product name.
 3. Joint-sealant formulation.
 4. Joint-sealant color.
- D. Product test reports.
- E. Preconstruction compatibility and adhesion test reports.
- F. Preconstruction field-adhesion test reports.
- G. Field-adhesion test reports.

H. Warranties.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.5 COORDINATION

- A. Coordinate the work with all sections referencing this section:
1. Sheet Metal Flashing and Trim

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements.
1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.

2.2 SEALANTS

- A. Non-sag Polyurethane Sealant (Joint Sealer-1): ASTM C 920; single component, chemical curing, non-staining, non-bleeding.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings.
 - a. BASF Building Systems.
 - b. Dow Corning Corporation.
 - c. GE Advanced Materials - Silicones.
 - d. Polymeric Systems, Inc.
 - e. Tremco Incorporated.
3. Color: As indicated on drawings or selected by Architect.
4. Service Temperature Range: -40 to 180 degrees.
5. Class: 25.
6. Movement Capability: Plus and minus 50 percent.

- B. Acrylic Emulsion Latex (Joint Sealer-2): ASTM C 834, single component, non-staining, non-bleeding, non-sagging.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following.
 - a. BASF Building Systems.
 - b. Bostik, Inc.
 - c. Pecora Corporation.
 - d. Polymeric Systems, Inc.
 - e. Tremco Incorporated.
2. Color: As indicated on drawings or selected by Architect
3. Shore A Hardness Range: 15 to 40.
4. Movement Capability: 2 to 5 percent

- C. Silicone Sealant (Joint Sealer-3): ASTM C 920, single component, solvent curing, non-sagging, non-staining, fungus resistant, non-bleeding.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. BASF Building Systems.
 - b. Bostik, Inc.

- c. Pecora Corporation.
 - d. Tremco Incorporated.
 - 2. Color: As indicated on drawings or selected by Architect
 - 3. Class: 25.
 - 4. Movement Capability: Plus and minus 50 percent
 - 5. Service Temperature Range: -65 to 300 degrees.
 - 6. Shore A Hardness Range: 15 to 35.
- D. Butyl Sealant (Joint Sealer-4): TT-S-001657, Type 1; single component, solvent release, non-skinning, non-sagging.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Dayton Superior Specialty Chemicals.
 - b. EMSEAL Joint Systems, Ltd.
 - c. Sandell Manufacturing Co.
 - d. Tremco Incorporated.
 - e. Willseal USA, LLC.
 - 2. Color: As indicated on drawings or selected by Architect
 - 3. Shore A Hardness Range: 10 to 30.
 - 4. Movement Capability: Plus and minus 10 percent
 - 5. Service Temperature Range: -13 to 180 degrees.

2.3 JOINT SEALANT BACKING

- A. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

- E. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.3 JOINT-SEALANT SCHEDULE

- A. Exterior joints for which no other sealant is indicated use Joint Sealer-3
- B. Control, expansion and soft joints in masonry and between masonry and adjacent work use Joint Sealer-1.
- C. Lap joints in exterior sheet metal work use Joint Sealer-3
- D. Under exterior door thresholds use Joint Sealer-4.
- E. Interior joints for which no other sealant is indicated use Joint Sealer-2.

END OF SECTION 079200

SECTION 089000
LOUVERS AND VENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fixed, extruded-aluminum and formed-metal louvers.

1.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance:** Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver blade rattle or flutter, or permanent damage to fasteners and anchors.

1. Wind Loads: Determine loads based on pressures as indicated on Drawings.

- B. Louver Performance Ratings:** Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.

1.3 SUBMITTALS

- A. Product Data:** For each type of product indicated.

1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.

- B. Shop Drawings:** For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.

- C. Samples:** For each type of metal finish required.

- D. Product Test Reports:** Based on tests performed according to AMCA 500-L.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum Extrusions:** ASTM B 221, Alloy 6063-T5, T-52, or T6.

- B. Aluminum Sheet: ASTM B 209, Alloy 3003 or 5005 with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Galvanized-Steel Sheet: ASTM A 653/A 653M, G60 zinc coating, mill phosphatized.
- D. Fasteners: Use types and sizes to suit unit installation conditions.
 - 1. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners.
 - 2. For fastening galvanized steel, use hot-dip-galvanized steel or 300 series stainless-steel fasteners.
 - 3. For fastening stainless steel, use 300 series stainless-steel fasteners.
 - 4. For color-finished louvers, use fasteners with heads that match color of louvers.
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.2 FABRICATION, GENERAL

- A. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.

2.3 FIXED, EXTRUDED-ALUMINUM LOUVERS

- A. Horizontal Storm-Resistant Louver, location as indicated on drawings:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Air Balance Inc.; a Mestek company.
 - b. Airolite Company, LLC (The).
 - c. All-Lite Architectural Products.
 - d. Industrial Louvers, Inc.
 - e. NCA Manufacturing, Inc.
 - f. Nystrom Building Products.
 - g. Ruskin Company; Tomkins PLC.
 - 2. Louver Depth: Refer to drawings
 - 3. AMCA Seal: Mark units with AMCA Certified Ratings Seal.
- B. Vertical Storm-Resistant Louver, location as indicated on drawings.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Air Balance Inc.; a Mestek company.
 - b. Airolite Company, LLC (The).
 - c. All-Lite Architectural Products.
 - d. Industrial Louvers, Inc.

- e. Louvers & Dampers, Inc.; a division of Mestek, Inc.
 - f. NCA Manufacturing, Inc.
 - g. Nystrom Building Products.
 - h. Ruskin Company; Tomkins PLC.
- 2. Louver Depth: Refer to drawings
 - 3. Frame Nominal Thickness: not less than 0.080 inch for frames.
 - 4. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.4 FIXED, FORMED-METAL LOUVERS

A. Horizontal, Drainable Blade Louver, location as indicated on drawings:

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Air Balance Inc.; a Mestek company.
 - b. Airolite Company, LLC (The).
 - c. Industrial Louvers, Inc.
 - d. Metal Form Manufacturing Inc.
 - e. NCA Manufacturing, Inc.
 - f. Ruskin Company; Tomkins PLC.
- 2. Louver Depth: Refer to drawings.
- 3. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.5 LOUVER SCREENS

- A. General: Provide screen at each exterior louver.
- B. Louver Screen Frames: Same kind and form of metal as indicated for louver to which screens are attached.
- C. Louver Screening:
 - 1. Bird Screening: Aluminum, 1/2-inch- square mesh, 0.063-inch wire.
 - 2. Bird Screening: Stainless steel, 1/2-inch- square mesh, 0.047-inch wire.

2.6 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
- B. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
 - 1. Color: To match material adjacent to louver and screen.

- C. High-Performance Organic Finish: 2-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 50 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Locate and place louvers and vents level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- D. Repair damaged finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory and refinish entire unit or provide new units.
- E. Protect galvanized and nonferrous-metal surfaces that will be in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint.

END OF SECTION 089000

SECTION 099113
EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
1. Concrete.
 2. Concrete masonry units (CMU).
 3. Steel.
 4. Galvanized metal.
 5. Exterior fiber cement siding.

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples: For each type of paint system and each color and gloss of topcoat.
- C. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. City of Norcross will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. In addition to preliminary color selections are not approved, apply additional mockups of additional colors selected by City of Norcross at no added cost to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide product listed in other Part 2 articles for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

- D. Colors: As indicated in the finish schedule on the Architectural Drawings.

2.3 BLOCK FILLERS

- A. Block Filler, Latex, Interior/Exterior: MPI #4.
1. Sherwin-Williams as specified on Architectural Finish Schedule
 2. Substitution is acceptable as approved by Architect.

2.4 PRIMERS/SEALERS

- A. Primer, Alkali Resistant, Water Based: MPI #3.
1. Sherwin-Williams as specified on Architectural Finish Schedule
 2. Substitution is acceptable as approved by Architect.
- B. Primer, Bonding, Water Based: MPI #17.
1. Sherwin-Williams as specified on Architectural Finish Schedule
 2. Substitution is acceptable as approved by Architect.
- C. Primer, Bonding, Solvent Based: MPI #69.
1. Sherwin-Williams as specified on Architectural Finish Schedule
 2. Substitution is acceptable as approved by Architect.

2.5 METAL PRIMERS

- A. Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.
1. Sherwin-Williams as specified on Architectural Finish Schedule
 2. Substitution is acceptable as approved by Architect.
- B. Primer, Galvanized, Water Based: MPI #134.
1. Sherwin-Williams as specified on Architectural Finish Schedule
 2. Substitution is acceptable as approved by Architect.
- C. Primer, Galvanized: As recommended in writing by topcoat manufacturer.
1. Sherwin-Williams as specified on Architectural Finish Schedule
 2. Substitution is acceptable as approved by Architect.

2.6 WATER-BASED PAINTS

- A. Latex, Exterior Flat (Gloss Level 1): MPI #10.
 - 1. Sherwin-Williams as specified on Architectural Finish Schedule
 - 2. Substitution is acceptable as approved by Architect.
- B. Latex, Exterior Semi-Gloss (Gloss Level 5): MPI #11.
 - 1. Sherwin-Williams as specified on Architectural Finish Schedule
 - 2. Substitution is acceptable as approved by Architect.
- C. Latex, Exterior, Gloss (Gloss Level 6): MPI #119.
 - 1. Sherwin-Williams as specified on Architectural Finish Schedule
 - 2. Substitution is acceptable as approved by Architect.

2.7 SOLVENT-BASED PAINTS

- A. Alkyd, Exterior Flat (Gloss Level 1): MPI #8.
 - 1. Sherwin-Williams as specified on Architectural Finish Schedule
 - 2. Substitution is acceptable as approved by Architect.
- B. Alkyd, Exterior, Semi-Gloss (Gloss Level 5): MPI #94.
 - 1. Sherwin-Williams as specified on Architectural Finish Schedule
 - 2. Substitution is acceptable as approved by Architect.
- C. Alkyd, Exterior Gloss (Gloss Level 6): MPI #9.
 - 1. Sherwin-Williams as specified on Architectural Finish Schedule
 - 2. Substitution is acceptable as approved by Architect.
- D. Alkyd, Quick Dry, Semi-Gloss (Gloss Level 5): MPI #81.
 - 1. Sherwin-Williams as specified on Architectural Finish Schedule
 - 2. Substitution is acceptable as approved by Architect.
- E. Alkyd, Quick Dry, Gloss (Gloss Level 7): MPI #96.
 - 1. Sherwin-Williams as specified on Architectural Finish Schedule
 - 2. Substitution is acceptable as approved by Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

A. CMU Substrates:

1. Latex System:
 - a. Prime Coat: Block filler, latex, interior/exterior.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior flat (Gloss Level 1).
 - d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4).
 - e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5).
 - f. Topcoat: Latex, exterior gloss (Gloss Level 6).
2. Latex over Alkali-Resistant Primer System:
 - a. Prime Coat: Primer, alkali resistant, water based.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior flat (Gloss Level 1).
 - d. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4).
 - e. Topcoat: Latex, exterior semi-gloss (Gloss Level 5).
 - f. Topcoat: Latex, exterior gloss (Gloss Level 6).
3. Latex Aggregate System:
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
 - c. Topcoat: Textured coating, latex, flat.

B. Steel Substrates:

1. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer, alkyd, anti-corrosive for metal.
 - b. Prime Coat: Shop primer specified in Section where substrate is specified.
 - c. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
 - d. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3).
 - e. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5).
 - f. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6).
2. Alkyd System:
 - a. Prime Coat: Primer, alkyd, anticorrosive for metal.
 - b. Prime Coat: Shop primer specified in Section where substrate is specified.
 - c. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - d. Topcoat: Alkyd, exterior, flat (Gloss Level 1).
 - e. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5).
 - f. Topcoat: Alkyd, exterior, gloss (Gloss Level 6).
3. Quick-Drying Enamel System:

- a. Prime Coat: Primer, alkyd, quick dry, for metal.
- b. Intermediate Coat: Alkyd, quick dry, matching topcoat.
- c. Topcoat: Alkyd, quick dry, semi-gloss (Gloss Level 5).
- d. Topcoat: Alkyd, quick dry, gloss (Gloss Level 7).

C. Galvanized-Metal Substrates:

1. Latex System:

- a. Prime Coat: Primer, galvanized, water based.
- b. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
- c. Intermediate Coat: Latex, exterior, matching topcoat.
- d. Topcoat: Latex, exterior flat (Gloss Level 1).
- e. Topcoat: Latex, exterior, low sheen (Gloss Level 3-4).
- f. Topcoat: Latex, exterior semi-gloss (Gloss Level 5).
- g. Topcoat: Latex, exterior gloss (Gloss Level 6).

2. Alkyd System:

- a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
- b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
- c. Topcoat: Alkyd, exterior, flat (Gloss Level 5).
- d. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5).
- e. Topcoat: Alkyd, exterior, gloss (Gloss Level 5).

D. Aluminum Substrates:

1. Water-Based Light Industrial Coating System:

- a. Prime Coat: Primer, quick dry, for aluminum.
- b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
- c. Topcoat: Light industrial coating, exterior, water based (Gloss Level 3).
- d. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5).
- e. Topcoat: Light industrial coating, exterior, water based, gloss (Gloss Level 6).

2. Alkyd System:

- a. Prime Coat: Primer, quick dry, for aluminum.
- b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
- c. Topcoat: Alkyd, exterior, flat (Gloss Level 5).
- d. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5).
- e. Topcoat: Alkyd, exterior, gloss (Gloss Level 5).

END OF SECTION 099113

SECTION 10 44 16
FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.5 COORDINATION

- A. Coordinate type and capacity of fire extinguishers with fire-protection cabinets to ensure fit and function.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Fire Extinguishers: Type, size, and capacity for each mounting bracket indicated.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Amerex Corporation.
 - b. Ansul Incorporated.
 - c. Buckeye Fire Equipment Company.
 - d. Guardian Fire Equipment, Inc.
 - e. Larsens Manufacturing Company.
 - f. Moon American.
 - g. Nystrom Building Products.
 - h. Pem All Fire Extinguisher Corp.
 - i. Strike First Corporation of America.
 - 2. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.
- B. Regular Dry-Chemical Type : 2-A; 10-B:C

2.3 MOUNTING BRACKETS

- A. Mounting Brackets: Manufacturer's standard galvanized steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or black baked-enamel finish.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Amerex Corporation.
 - b. Ansul Incorporated.
 - c. Buckeye Fire Equipment Company.
 - d. Guardian Fire Equipment, Inc.

- e. Larsens Manufacturing Company.
 - f. Strike First Corporation of America.
- B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.
- 1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.

PART 3 - EXECUTION

- 3.1 General Contractor must coordinate with local Fire Marshal on types and locations of Fire Extinguishers before the purchase of the Fire Extinguishers.
- 3.2 INSTALLATION
- A. Examine fire extinguishers for proper charging and tagging.
 - 1. Remove and replace damaged, defective, or undercharged fire extinguishers.
 - B. Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.
 - 1. Mounting Brackets: 54 inches above finished floor to top of fire extinguisher.
 - C. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION 10 44 16

SECTION 31 31 16
TERMITE CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Soil treatment with termiticide.
2. Bait-station system.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include the EPA-Registered Label for termiticide products.

1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

B. Soil Treatment Application Report: Include the following:

1. Date and time of application.
2. Moisture content of soil before application.
3. Termiticide brand name and manufacturer.
4. Quantity of undiluted termiticide used.
5. Dilutions, methods, volumes used, and rates of application.
6. Areas of application.
7. Water source for application.

C. Bait-Station System Application Report: Include the following:

1. Location of areas and sites conducive to termite feeding and activity.
2. Plan drawing showing number and locations of bait stations.
3. Dated report for each monitoring and inspection occurrence indicating level of termite activity, procedure, and treatment applied before time of Substantial Completion.
4. Termiticide brand name and manufacturer.
5. Quantities of termiticide used.
6. Schedule of inspections for one year from date of Substantial Completion.

D. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

- A. **Installer Qualifications:** A specialist who is licensed according to regulations of authorities having jurisdiction to apply termite control treatment and products in jurisdiction where Project is located and who employs workers trained and approved by manufacturer to install manufacturer's products.
- B. **Regulatory Requirements:** Formulate and apply termiticides and termiticide devices according to the EPA-Registered Label.

1.5 PROJECT CONDITIONS

- A. **Environmental Limitations:** To ensure penetration, do not treat soil that is water saturated or frozen. Do not treat soil while precipitation is occurring. Comply with requirements of the EPA-Registered Label and requirements of authorities having jurisdiction.
- B. **Coordinate soil treatment application with excavating, filling, grading, and concreting operations.** Treat soil under footings, grade beams, and ground-supported slabs before construction.
- C. **Install bait-station system during construction to determine areas of termite activity.**

1.6 WARRANTY

- A. **Soil Treatment Special Warranty:** Manufacturer's standard form, signed by Applicator and Contractor, certifying that termite control work, consisting of applied soil termiticide treatment, will prevent infestation of subterranean termites. If subterranean termite activity or damage is discovered during warranty period, re-treat soil and repair or replace damage caused by termite infestation.

- 1. **Warranty Period:** Five years from date of Substantial Completion.

1.7 MAINTENANCE SERVICE

- A. **Continuing Service:** Beginning at Substantial Completion, provide 12 months continuing service including monitoring, inspection, and re-treatment for occurrences of termite activity. Provide a standard continuing service agreement. State services, obligations, conditions, terms for agreement period, and terms for future renewal options.

PART 2 - PRODUCTS

2.1 SOIL TREATMENT

- A. Termiticide: Provide an EPA-Registered termiticide, complying with requirements of authorities having jurisdiction, in an aqueous solution formulated to prevent termite infestation. Provide quantity required for application at the label volume and rate for the maximum termiticide concentration allowed for each specific use, according to product's EPA-Registered Label.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Corporation, Agricultural Products; Termidor.
 - b. Bayer Environmental Science; Premise 75.
 - c. FMC Corporation, Agricultural Products Group
 - d. Syngenta
 - e. Submit Approved Equal to DWR Staff and Architect
 2. Service Life of Treatment: Soil treatment termiticide that is effective for not less than five years against infestation of subterranean termites.

2.2 BAIT-STATION SYSTEM

- A. Provide bait stations based on the dimensions of building perimeter indicated on Drawings, according to manufacturer's EPA-Registered Label for product, manufacturer's written instructions, and the following:
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BASF Corporation, Agricultural Products; Subterfuge.
 - b. Dow AgroSciences LLC; Sentricon System.
 - c. Ensysstex, Inc.; Exterra System.
 - d. FMC Corporation, Agricultural Products Group; First Line.
 - e. Whitmire Micro-Gen Research Laboratories, Inc.; Advance TBS.
 - f. Submit Approved Equal to DWR Staff and Architect
 2. Bait station per City of Norcross request.

PART 3 - EXECUTION

3.1 APPLICATION, GENERAL

- A. General: Comply with the most stringent requirements of authorities having jurisdiction and with manufacturer's EPA-Registered Label for products.

3.2 APPLYING SOIL TREATMENT

- A. Proceed with application only after unsatisfactory conditions have been corrected.
- B. Soil Treatment Preparation: Remove foreign matter and impermeable soil materials that could decrease treatment effectiveness on areas to be treated. Loosen, rake, and level soil to be treated except previously compacted areas under slabs and footings. Termiticides may be applied before placing compacted fill under slabs if recommended in writing by termiticide manufacturer.
 1. Fit filling hose connected to water source at the site with a backflow preventer, complying with requirements of authorities having jurisdiction.
- C. Application: Mix soil treatment termiticide solution to a uniform consistency. Provide quantity required for application at the label volume and rate for the maximum specified concentration of termiticide, according to manufacturer's EPA-Registered Label, to the following so that a continuous horizontal and vertical termiticidal barrier or treated zone is established around and under building construction. Distribute treatment evenly.
 1. Slabs-on-Grade: Underground-supported slab construction, including footings, building slabs, and attached slabs as an overall treatment. Treat soil materials before concrete footings and slabs are placed.
 2. Foundations: Adjacent soil, including soil along the entire inside perimeter of foundation walls; along both sides of interior partition walls; around plumbing pipes and electric conduit penetrating the slab; around interior column footers, piers, and chimney bases; and along the entire outside perimeter, from grade to bottom of footing. Avoid soil washout around footings.
 3. Penetrations: At expansion joints, control joints, and areas where slabs will be penetrated.
- D. Avoid disturbance of treated soil after application. Keep off treated areas until completely dry.
- E. Protect termiticide solution, dispersed in treated soils and fills, from being diluted until ground-supported slabs are installed. Use waterproof barrier according to EPA-Registered Label instructions.
- F. Post warning signs in areas of application.
- G. Reapply soil treatment solution to areas disturbed by subsequent excavation, grading, landscaping, or other construction activities following application.

3.3 INSTALLING BAIT-STATION SYSTEM

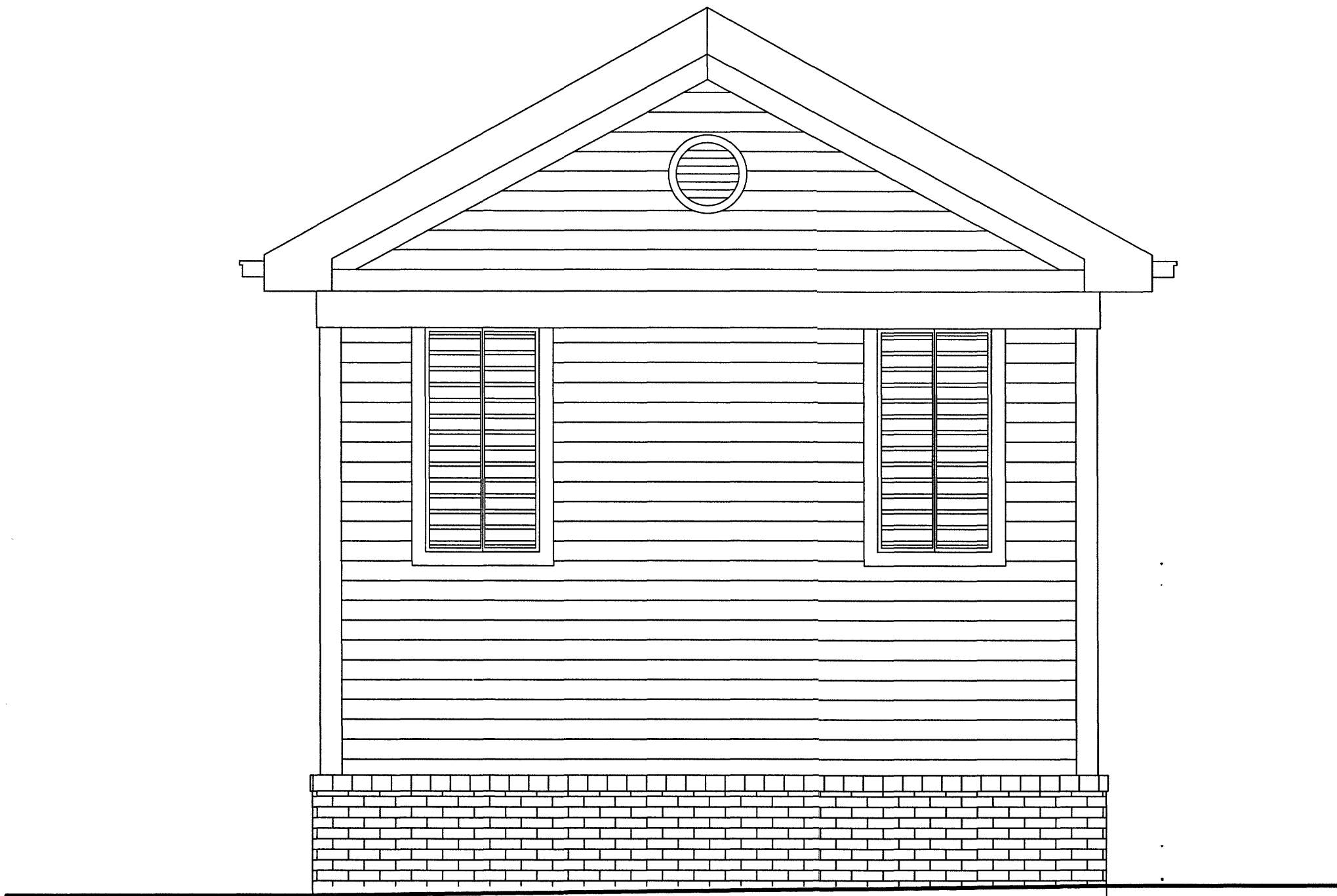
- A. Place bait stations according to the EPA-Registered Label for the product and manufacturer's written instructions, in the following areas that are conducive to termite feeding and activity:

1. Conductive sites and locations indicated on Drawings.
 2. In and around infested trees and stumps.
 3. In mulch beds.
 4. Where wood directly contacts soil.
 5. Areas of high soil moisture.
 6. Near irrigation sprinkler heads.
 7. Each area where roof drainage system, including downspouts and scuppers, drains to soil.
 8. Along driplines of roof overhangs without gutters.
 9. Where condensate lines from mechanical equipment drip or drain to soil.
 10. At plumbing penetrations through ground-supported slabs.
 11. Other sites and locations as determined by licensed Installer.
- B. Inspect and service bait stations from time of their application until Substantial Completion, according to the EPA-Registered Label for product and manufacturer's written instructions for termite management system and bait products.

END OF SECTION 31 31 16

DOWNTOWN NORCROSS COMPACTOR ENCLOSURE

BEHIND 7 JONES ST NW
WINGO STREET NW
DOWNTOWN NORCROSS
NORCROSS, GEORGIA 30071

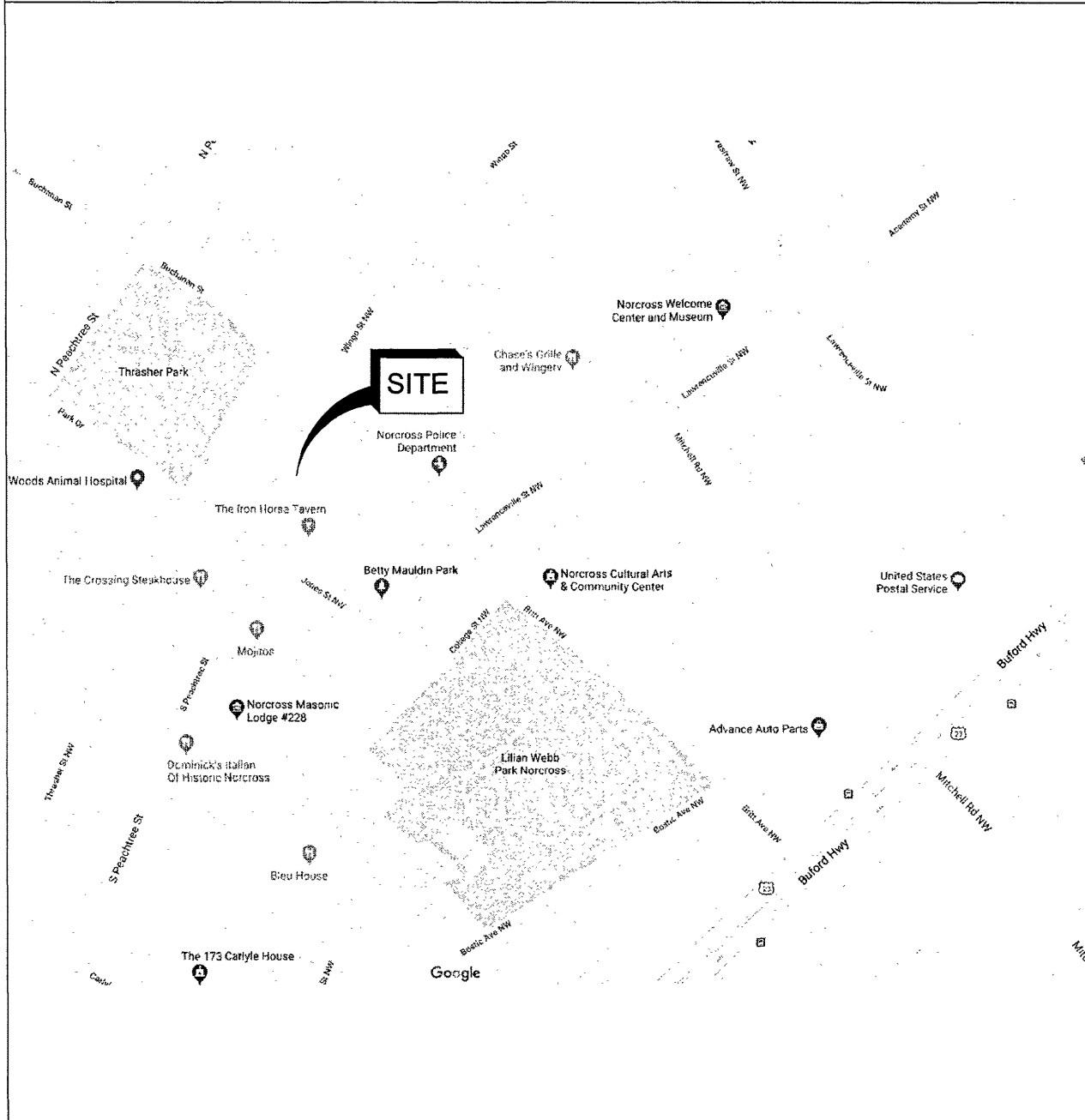


NOTE: THE IMAGE APPEARING ON THIS SHEET IS INTENDED AS A VISUAL GRAPHIC ONLY. IT IS NOT TO BE USED IN ANY WAY FOR CONSTRUCTION OF THIS PROJECT OR AS A TECHNICAL REFERENCE AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF MAXDESIGN GROUP.

CONSTRUCTION REVISIONS

No.	Sheets

VICINITY MAP



DRAWING INDEX

GENERAL	
SHEET NUMBER	SHEET NAME
G-001	COVER SHEET
G-002	GENERAL NOTES AND ABBREVIATIONS
ARCHITECTURAL	
SHEET NUMBER	SHEET NAME
A-100	ARCHITECTURAL SITE PLAN
A-101	FLOOR PLAN, RCP & ROOF PLAN
A-201	EXTERIOR ELEVATION & DOOR SCHEDULE
A-301	WALL SECTIONS
A-401	ENLARGED DETAILS

MECHANICAL / PLUMBING	
SHEET NUMBER	SHEET NAME
AE-101	ELECTRICAL PLAN

JURISDICTION

CITY OF NORCROSS
COMMUNITY DEVELOPMENT DEPARTMENT,
65 LAWRENCEVILLE STREET, NORCROSS, GEORGIA 30071
TELEPHONE: 678-421-2027 FACSIMILE: 770-242-0824
INSPECTIONS 770-448-7988

CODES/STANDARDS & CLASSIFICATIONS

CITY OF NORCROSS, GWINNETT COUNTY FIRE MARSHAL AND STATE OF GEORGIA CODE REQUIREMENTS INCLUDING REVISIONS, AMENDMENTS AND APPENDICES TO THE FOLLOWING CODES:
2012 INTERNATIONAL BUILDING CODE WITH GEORGIA AMENDMENTS
2012 INTERNATIONAL RESIDENTIAL CODE WITH GEORGIA AMENDMENTS
2012 INTERNATIONAL PLUMBING CODE WITH GEORGIA AMENDMENTS
2012 INTERNATIONAL MECHANICAL CODE WITH GEORGIA AMENDMENTS
2012 INTERNATIONAL FUEL GAS CODE WITH GEORGIA AMENDMENTS
2009 INTERNATIONAL ENERGY CONSERVATION CODE WITH GEORGIA AMENDMENTS
2012 INTERNATIONAL FIRE CODE
2014 NATIONAL ELECTRICAL CODE
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN AND GEORGIA ACCESSIBILITY CODE RULES AND REGULATIONS 120-3-3

PROJECT INFORMATION

NAME OF DEVELOPMENT:	DOWNTOWN NORCROSS COMPACTOR ENCLOSURE
ADDRESS:	BEHIND 7 JONES ST NW, NORCROSS, GA 30071 TRUCK ACCESS THRU WINGO STREET
NAME OF OWNER:	CITY OF NORCROSS
LOCATION:	65 LAWRENCEVILLE STREET, NORCROSS, GA 30071
UNIT AREA:	296 SQUARE FEET
NUMBER OF BUILDINGS:	ONE
NUMBER OF STORIES:	ONE
OCCUPANCY CLASSIFICATION:	N/A
CALCULATED LOAD FOR WATER CLOSETS:	0
CALCULATED LOAD FOR LAVATORIES:	0
OCCUPANCY LOAD:	NOT OCCUPIED
CONSTRUCTION TYPE:	NON SPRINKLERED
GROSS AREA:	296 SQUARE FEET



Architecture - Planning - Interiors
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PROFESSIONAL SEAL:



PROJECT TITLE:

DOWNTOWN NORCROSS COMPACTOR ENCLOSURE

Norcross, Georgia

PROJECT INFO:

BEHIND 7 JONES ST NW
WINGO STREET NW
DOWNTOWN NORCROSS
NORCROSS, GEORGIA 30071

OWNER:

CITY OF NORCROSS

65 LAWRENCEVILLE STREET
NORCROSS, GEORGIA 30071

PRINT RECORD

Description	Date
CITY SUBMITTAL	01/21/2020

REVISION

No.	Description	Date

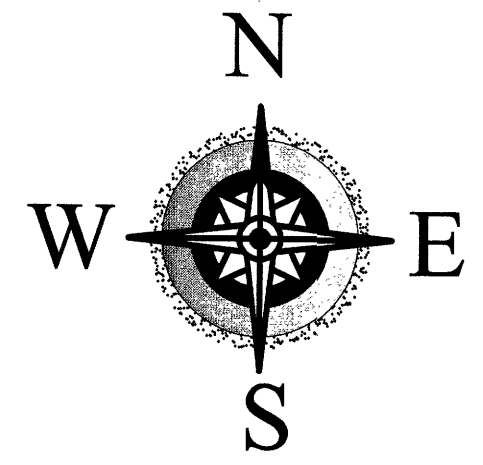
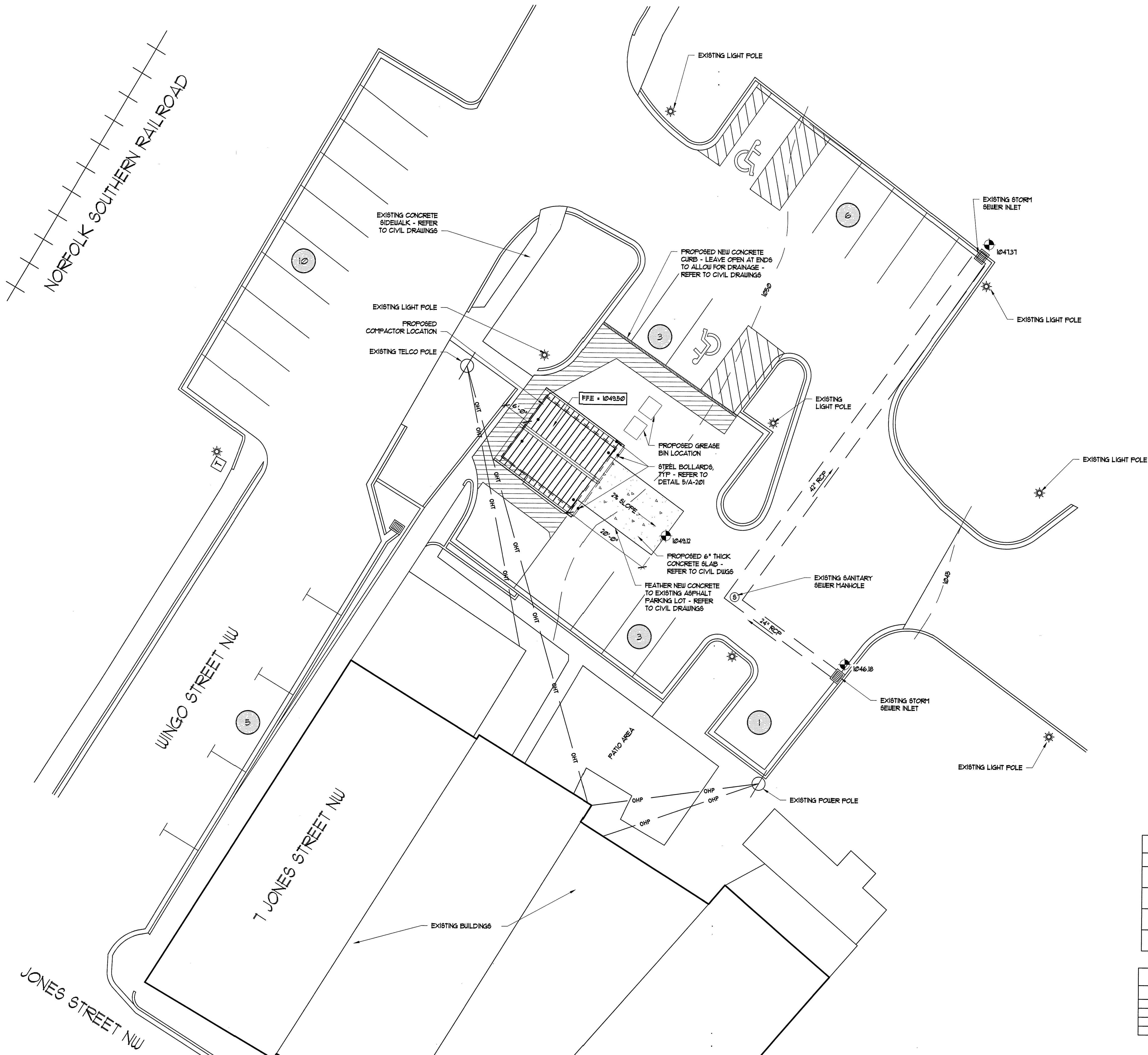
COVER SHEET

Project number	D18-134
Date	01/21/2020
Drawn by	B.C.R.
Checked by	R.M.M.

G-001

Scale NONE

ISSUED FOR CONSTRUCTION



SITE PLAN LEGEND	
SYMBOL	DESCRIPTION
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING OVERHEAD POWER LINE
	SPOT ELEVATION

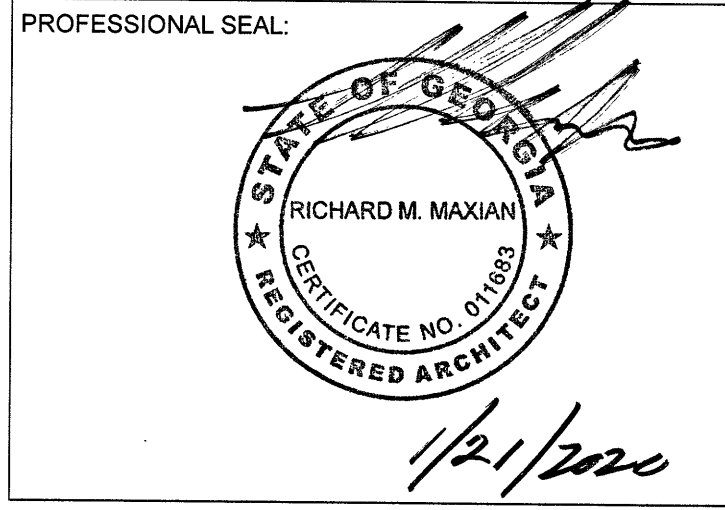
PROPOSED PARKING COUNT	
PARKING SPACE TYPE	COUNT
HANDICAP VAN ACCESS	2
REGULAR PARKING SPACE	21
TOTAL PARKING	23

NOTE:
G.C. SHALL HAVE A TOPOGRAPHY SURVEY PERFORMED FOR THIS SITE BEFORE BEGINNING WORK, AND NOTIFY ARCHITECT/CITY IF DIFFERENT THAN GRADES SHOWN ON THIS DRAWING.

1 DOWNTOWN NORCROSS COMPACTOR SITE PLAN
A-100 SCALE: 3/32" = 1'-0"
NOTE:
FOR ALL GRADES, REFER TO CIVIL DRAWINGS TO VERIFY. IF DIFFERENT, CONTACT CITY IMMEDIATELY.

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PROJECT TITLE:
DOWNTOWN NORCROSS COMPACTOR ENCLOSURE
NORCROSS, GEORGIA

PROJECT INFO:
BEHIND 7 JONES ST NW
WINGO STREET NW
DOWNTOWN NORCROSS
NORCROSS, GEORGIA 30071

OWNER:
CITY OF NORCORSS
65 LAWRENCEVILLE STREET
NORCROSS, GEORGIA 30071

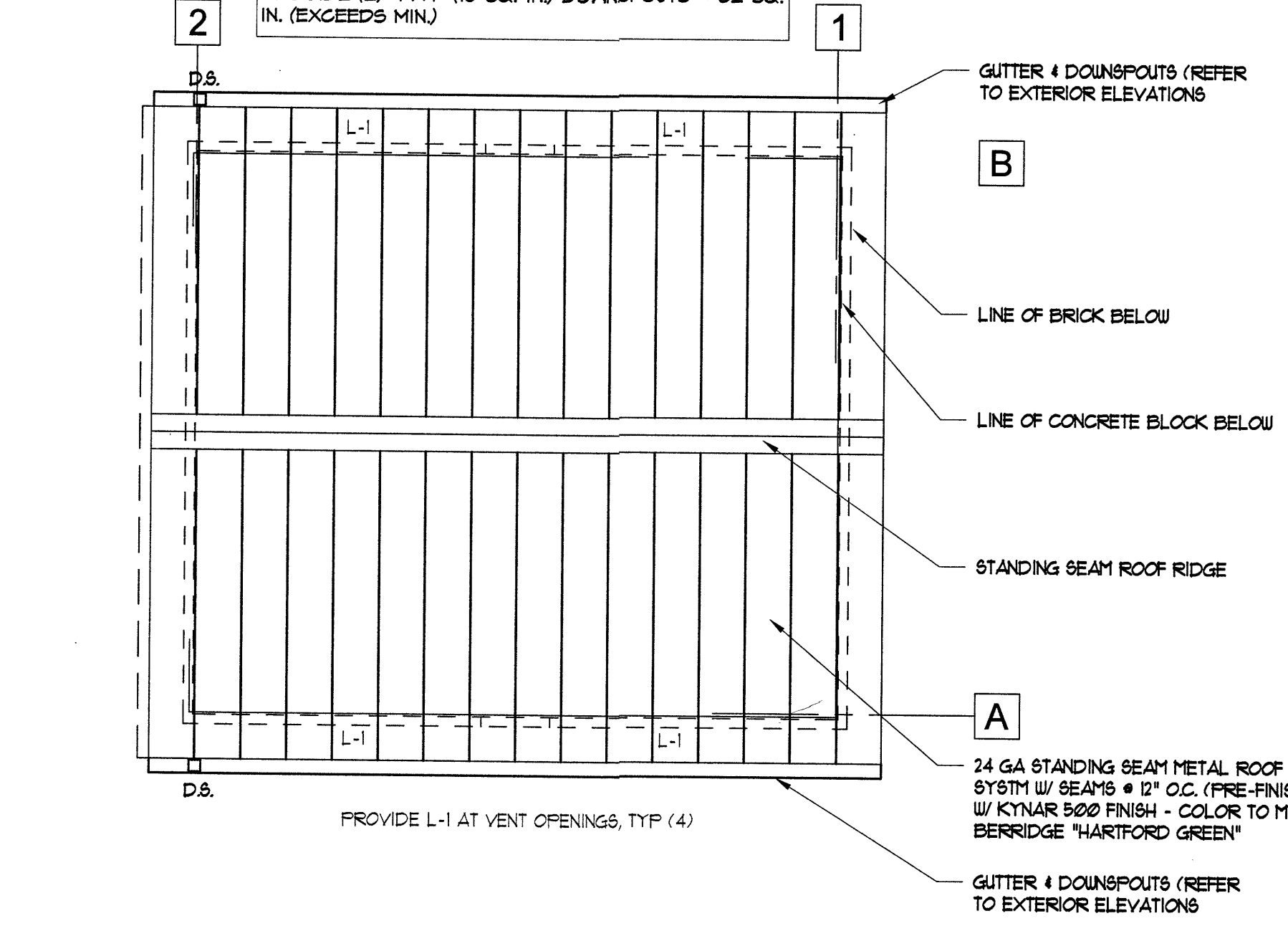
PRINT RECORD		
No.	Description	Date
1	CITY SUBMITTAL	01/21/2020

REVISION		
No.	Description	Date

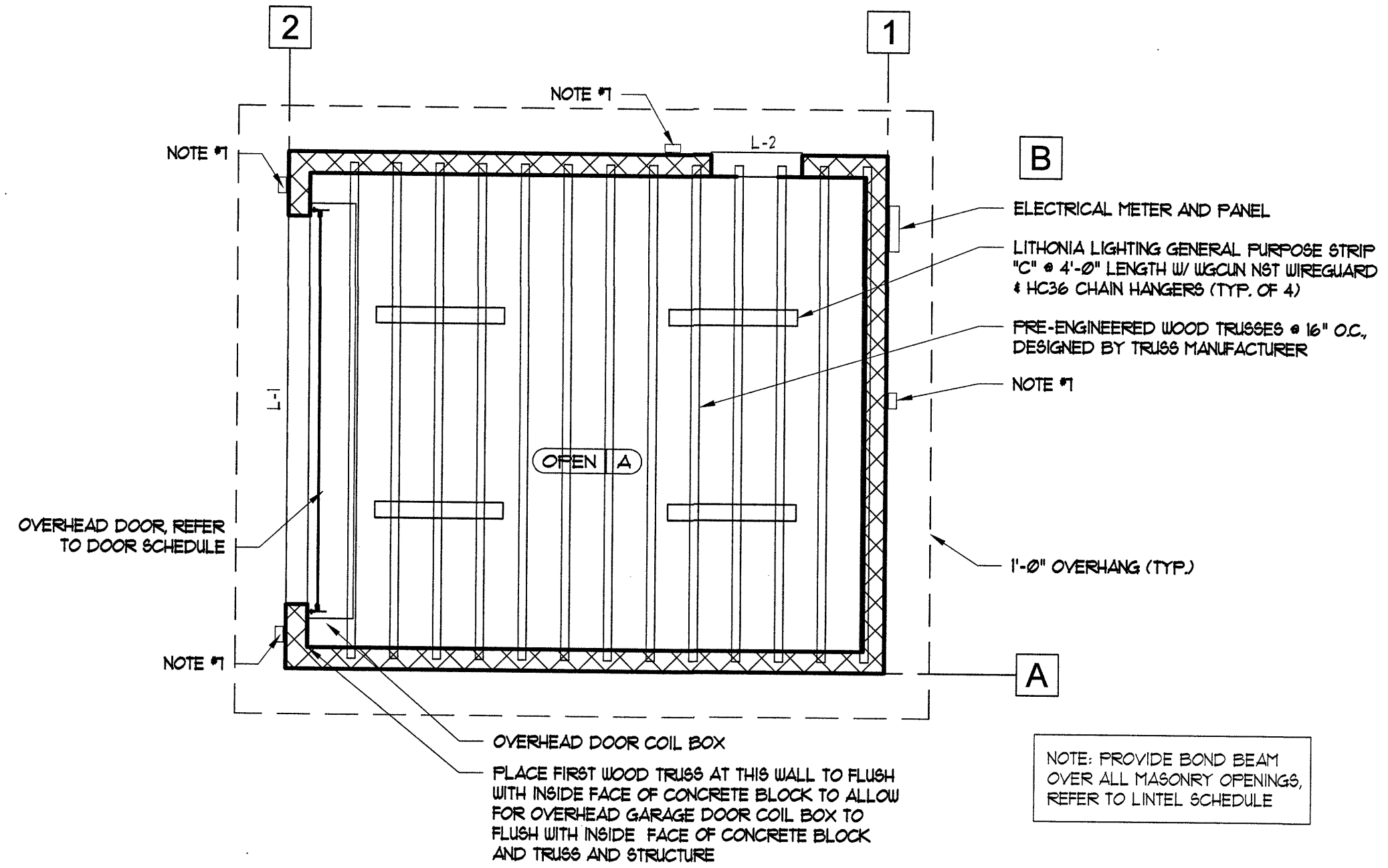
ARCHITECTURAL SITE PLAN
Project number D18-134
Date 11/25/2019
Drawn by B.C.R.
Checked by R.M.M.
A-100
Scale As indicated

ISSUED FOR CONSTRUCTION

BUILDING DRAINAGE ROOF CALCULATION:
BUILDING ROOF AREA 354 SQ. FT.
GEORGIA - 100 YEAR STORM - 120 SQ. FT. / SQ. IN.
OF DOWNSPOUT PER SHAGNA
354 SQ. FT. / 120 SQ. IN. = 3 SQ. IN. REQUIRED (MIN.)
PROVIDE (2) 4"x4" (16 SQ. IN.) DOWNSPOUTS = 32 SQ. IN. (EXCEEDS MIN.)



3 COMPACTOR ENCLOSURE - ROOF PLAN
SCALE: 1/4" = 1'-0"



2 COMPACTOR ENCLOSURE - RCP
SCALE: 1/4" = 1'-0"

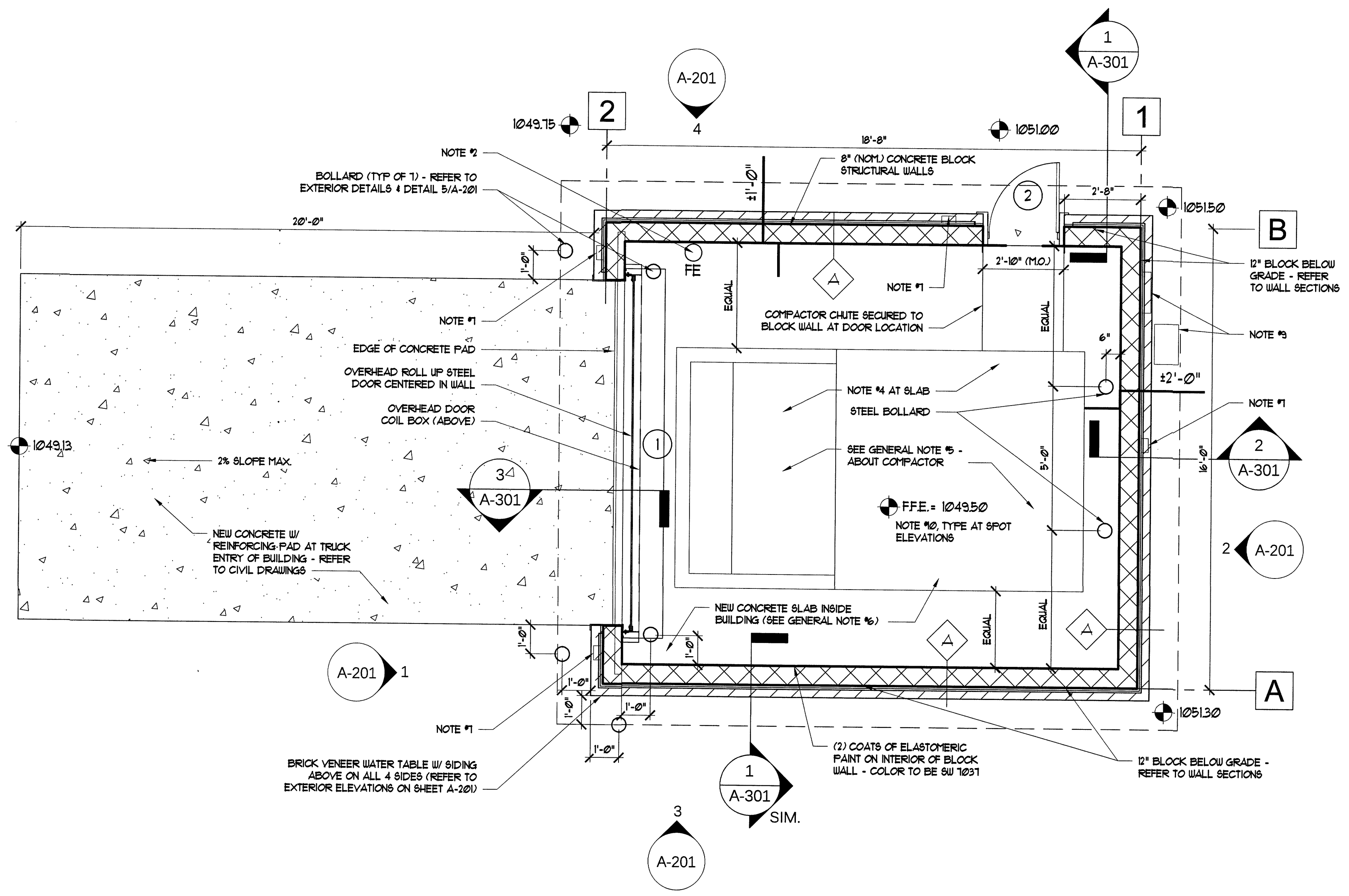
REFLECTED CEILING PLAN NOTES

1. REFER TO GENERAL NOTES AND SPECIFICATIONS FOR MORE INFORMATION
2. LIGHT FIXTURES SHOWN ON REFLECTED CEILING PLAN FOR LOCATION ONLY, COORDINATE EXACT LOCATION WITH CITY.

CEILING SCHEDULE

MARK	DESCRIPTION	AFF.	COMMENTS
OPEN A	NO CEILING	N/A	OPEN TO ROOF DECK - (2) COATS PAINT AT WOOD TRUSS STRUCTURE. COLOR: SW6011 'EVERYDAY WHITE'

LINTEL SCHEDULE		
MARK	SIZE	COMMENTS
L-1	8" x 16" CMU LINTEL REINFORCED W/ (2) #5	BEAR LINTEL 16" ONTO MASONRY EACH END
L-2	8" x 24" CMU LINTEL REINFORCED W/ (2) #5	BEAR LINTEL 16" ONTO MASONRY EACH END



1 COMPACTOR ENCLOSURE - FLOOR PLAN
SCALE: 3/8" = 1'-0"

GENERAL NOTES:

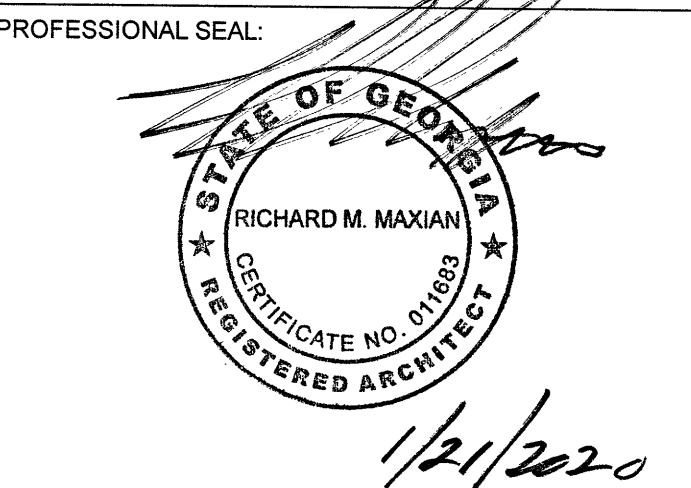
1. REFER TO SHEET A-201 FOR EXTERIOR FINISH MATERIALS.
2. FIRE EXTINGUISHERS TO BE RATED 2A 10BC. COORDINATE WITH LOCAL FIRE MARSHALL FOR FINAL LOCATION.
3. DO NOT SCALE DRAWINGS. DIMENSIONS GOVERN. VERIFY ALL DIMENSIONS IN THE FIELD.
4. PROVIDE CONTROL JOINTS IN CONCRETE.
5. CONTRACTOR TO COORDINATE THIS TYPE OF COMPACTOR BEFORE BUILDING CONSTRUCTION BEGINS.
6. FINISH FLOOR ELEVATION IS ESTIMATED AT: 1049.50'. CONTRACTOR TO VERIFY WITH CITY AND INCLUDE SURVEY FOR FINAL GRADE LOCATION AND RETAINING WALL HEIGHTS. CONCRETE PAD TO BE 6" THICK, 4000 PSI PORTLAND CEMENT CONCRETE SLAB ON GRADE REINFORCED W/ 6x6-W/4x10.4 W/ CENTER OF SLAB OVER 6" CRUSHER RUN BASE, COMPACTED TO 95% STANDARD PROCTOR.
7. G.C. TO SUPPLY J-BOX, CONDUIT AND WIRING FOR EXTERIOR LIGHT FIXTURES, EXTERIOR LIGHT FIXTURES WILL BE SUPPLIED BY AND INSTALLED BY THE CITY OF NORCROSS. REFER TO ELECTRICAL DRAWINGS.
8. ALL SPOT ELEVATIONS ARE DIAGNOSTIC AND SHOULD BE VERIFIED AND COORDINATED WITH CIVIL DRAWINGS, CITY OF NORCROSS.
9. ELECTRICAL METER AND PANEL. LOCATE COMPACTOR MOTOR PER MANUFACTURER'S REQUIREMENTS AND COORDINATE WITH CITY.
10. SPOT ELEVATIONS ARE TO BE VERIFIED BY G.C. WITH CITY ENGINEER. IF DIFFERENT, THEN NOTIFY CITY AND ARCHITECT IMMEDIATELY.

WALL SCHEDULE

MARK	DESCRIPTION	COMMENTS
A	8" (NOM) CMU BLOCK W/ REINFORCING AND GROUT. FOAM INSULATION FILLED CELLS TO TOP OF BLOCK IF NOT GROUTED. BLOCK SEALER AT INTERIOR OF BUILDING - REFER TO WALL SECTIONS	REFER TO EXTERIOR ELEVATIONS FOR EXTERIOR FINISHES

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PROJECT TITLE:
DOWNTOWN NORCROSS COMPACTOR ENCLOSURE

Norcross, Georgia

PROJECT INFO:
BEHIND 7 JONES ST NW
WINGO STREET NW
DOWNTOWN NORCROSS
NORCROSS, GEORGIA 30071

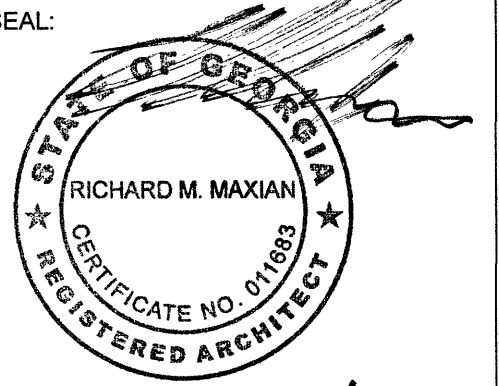
OWNER:
CITY OF NORCROSS
65 LAWRENCEVILLE STREET
NORCROSS, GEORGIA 30071

PRINT RECORD	
Description	Date
CITY SUBMITTAL	01/21/2020

REVISION		
No.	Description	Date

FLOOR PLAN, RCP, & ROOF PLAN
Project number: D18-134
Date: 01/21/2020
Drawn by: DKA
Checked by: RMM
A-101
Scale: 1/4" = 1'-0"

ISSUED FOR CONSTRUCTION



1/21/2020

DOWNTOWN NORCROSS COMPACTOR ENCLOSURE

Norcross, Georgia

 BEHIND 7 JONES ST NW
 WINGO STREET NW
 DOWNTOWN NORCROSS
 NORCROSS, GEORGIA 30071

CITY OF NORCROSS

 65 LAWRENCEVILLE STREET
 NORCROSS, GEORGIA 30071

Description	Date
CITY SUBMITTAL	01/21/2020

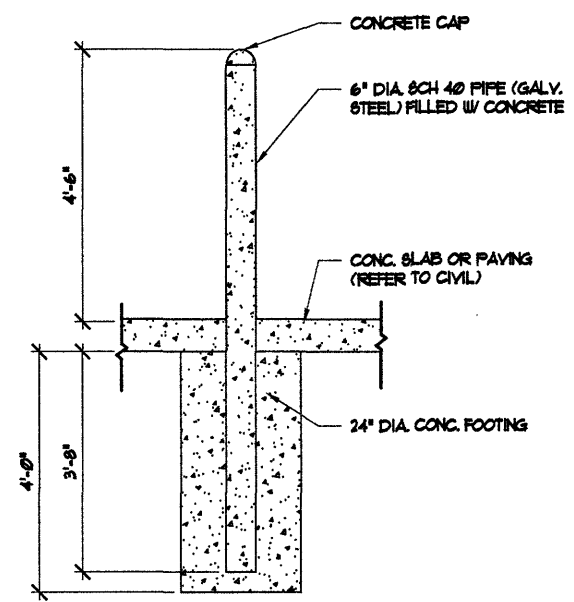
No.	Description	Date

EXTERIOR ELEVATIONS & DOOR SCHEDULE

Project number	D18-134
Date	01/21/2020
Drawn by	DKA
Checked by	RMM

A-201

NOTE: PAINT ALL BOLLARDS "CAUTION YELLOW"



5 TYPICAL BOLLARD DETAIL

A-201 SCALE: 1/2" = 1'-0"

DOOR SCHEDULE

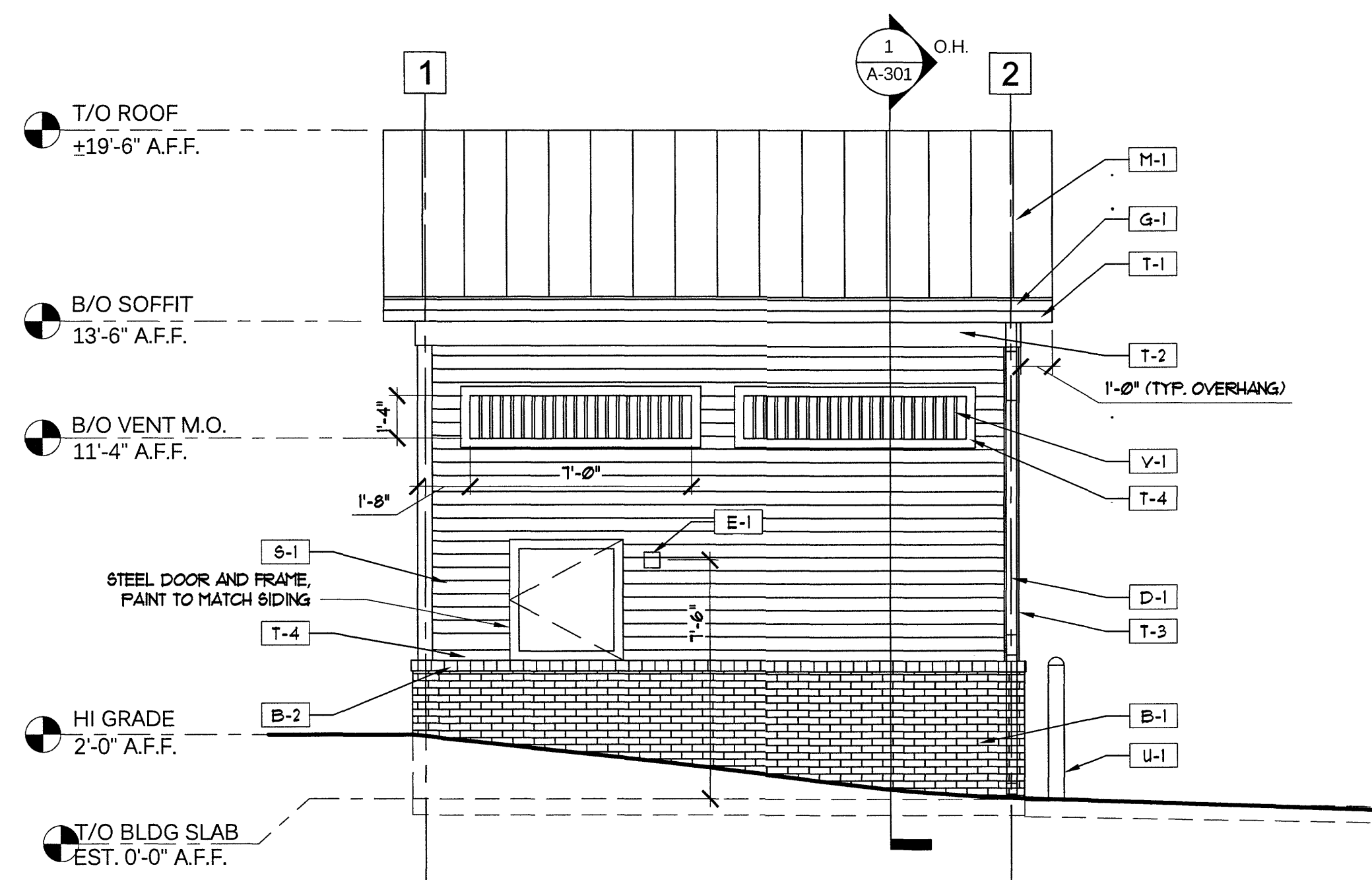
MARK	SIZE W. X H. X THK.	LOCATION	CONSTRUCTION DOOR - FRAME		FINISH	GLASS	FIRE RATING	HDWR	FRAME FINISH	REMARKS	HEAD AND/OR JAMB DETAIL
1	12'-0" x 12'-0" x MANUF.	FRONT WALL	24 GA STEEL	--	MANUF. "TAN" COLOR	--	N/A	MANUF.	(2) COATS PAINT COLOR: SW 1005	SEE NOTE #1	MANUFACTURER
2	30" x 30" x 1 3/4"	SIDE WALL	STEEL	H.M.	(2) COATS OF PAINT	--	N/A	MANUF.	(2) COATS OF PAINT	SEE NOTES #2, #3	MANUFACTURER

DOOR SCHEDULE NOTES:

- OVERHEAD DOOR TO BE "OVERHEAD DOOR" BRAND "ROLLING STEEL SERVICE DOOR 620" OR EQUAL.
- STEEL HATCH SECURED TO CONCRETE BLOCK WALL PER MANUFACTURERS REQUIREMENTS.
- REFER TO PLAN FOR HORIZONTAL LOCATION, B.O. FRAME TO ALIGN WITH T.O. ROWLOCK COURSE.

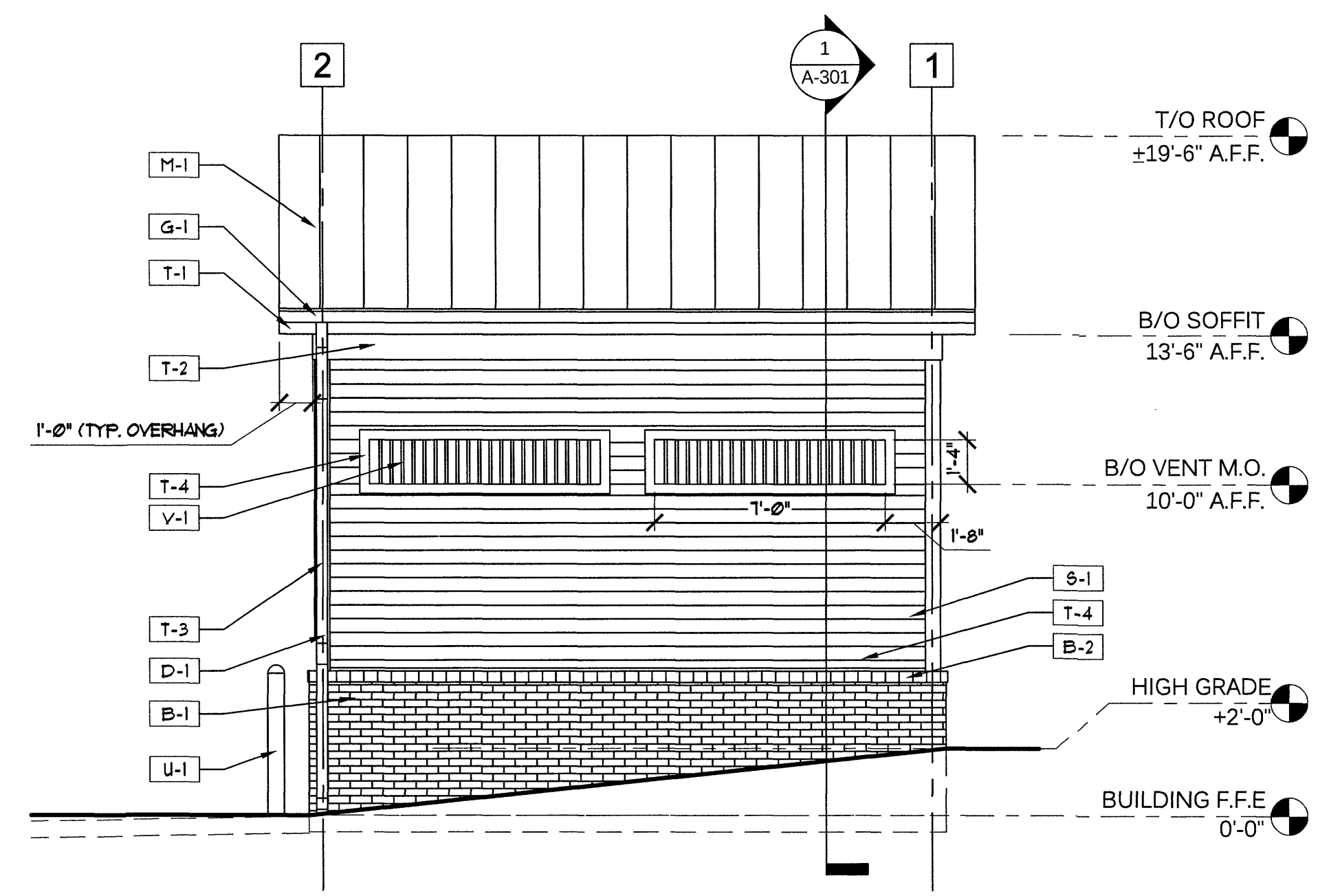
ELEVATION - KEY NOTE LEGEND

MARK	DESCRIPTION
B-1	BRICK - BORAL "REGIMENT" MODULAR SIZE W/ COOSA "GRAY" MORTAR
B-2	BRICK ROWLOCK COURSE - BORAL "REGIMENT" MODULAR SIZE W/ COOSA "GRAY" MORTAR
C-1	CONCRETE PAD OR SIDEWALK (REFER TO FLOOR PLAN A-101 & CIVIL DRAWINGS)
D-1	4"x4" DOWNSPOUT (PRE-FINISHED TO MATCH ROOF COLOR)
DR-1	OVERHEAD ROLL-UP DOOR W/ FIBER CEMENT TRIM (T-4), CENTER IN WALL - REFER TO DOOR SCHEDULE SHEET A-201
E-1	CITY SUPPLIED AND INSTALLED LIGHT FIXTURE, REFER TO ELEVATIONS FOR MOUNTING HEIGHTS - G.C. TO SUPPLY J-BOXES, VERIFY FINAL LOCATIONS W/ CITY, AND COORDINATE WITH OVERHEAD DOOR HOIST.
G-1	4"x5" GUTTER (PRE-FINISHED TO MATCH ROOF COLOR)
L-1	DECORATIVE SHUTTERS OVER BLOCK WALL - COLOR TO MATCH BERRIDGE "HARTFORD GREEN"
M-1	24 GA STANDING SEAM METAL ROOF W/ SEAMS @ 12" O.C. (PRE-FINISHED COLOR TO MATCH BERRIDGE "HARTFORD GREEN")
S-1	FIBER CEMENT LAP SIDING W/ 5" EXPOSURES (COLOR TO MATCH SW-1031 "BALANCED BEIGE")
T-1	1" X 10" FIBER CEMENT FASCIA (PAINTED TO MATCH SW-1005 "PURE WHITE")
T-2	1" X 10" FIBER CEMENT TRIM (PAINTED TO MATCH SW-1005 "PURE WHITE")
T-3	1" X 6" FIBER CEMENT TRIM (PAINTED TO MATCH SW-1005 "PURE WHITE")
T-4	1" X 4" FIBER CEMENT TRIM (PAINTED TO MATCH SW-1005 "PURE WHITE")
U-1	BOLLARD (REFER TO DETAIL 5/A-201)
V-1	METAL VENT SYSTEM WITH VERTICAL BARS - COLOR TO MATCH BERRIDGE "HARTFORD GREEN"
V-2	METAL VENT SYSTEM WITH HORIZONTAL SLATS - COLOR TO MATCH BERRIDGE "HARTFORD GREEN"



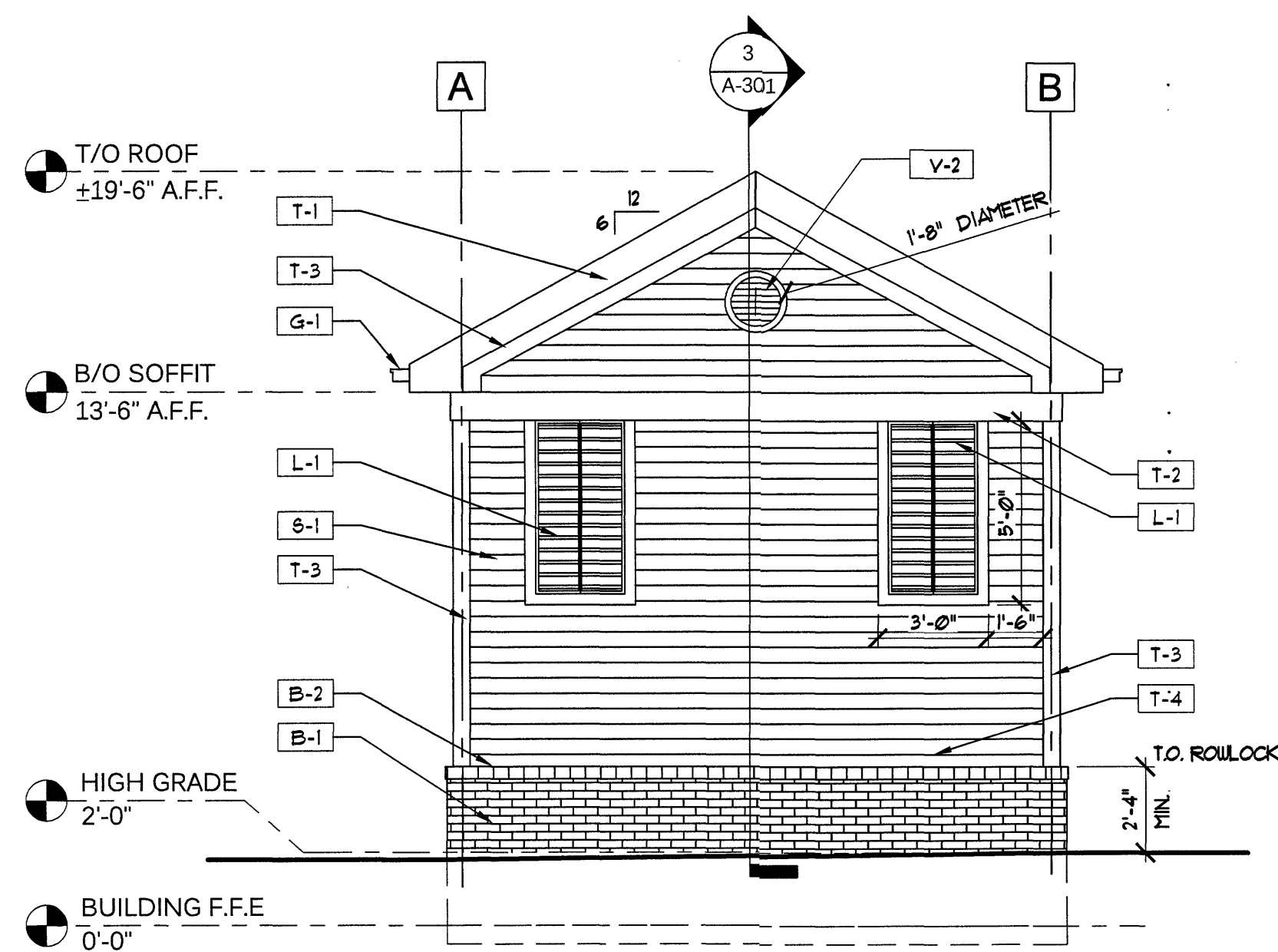
4 RIGHT SIDE ELEVATION

A-201 SCALE: 1/4" = 1'-0"



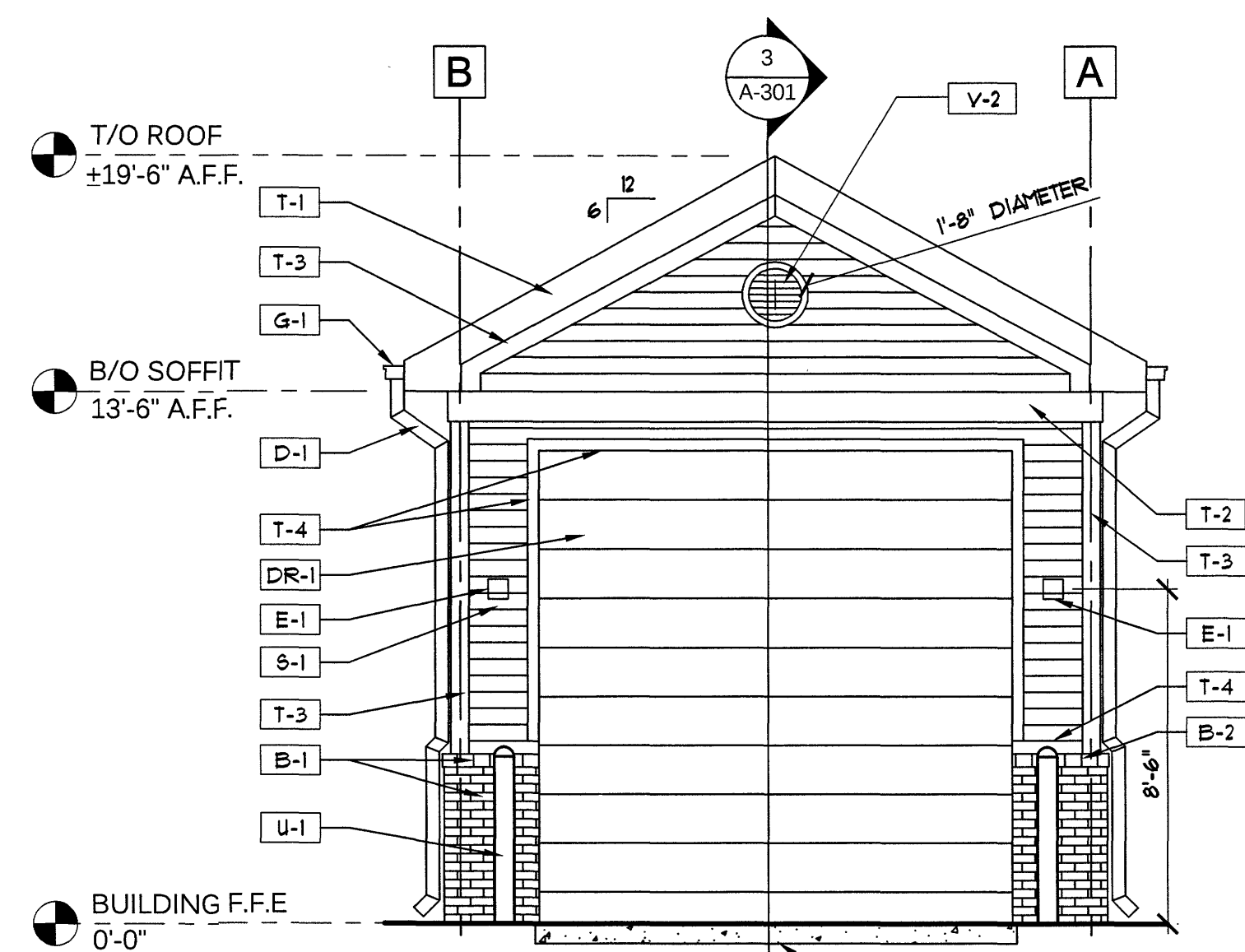
3 LEFT SIDE ELEVATION

A-201 SCALE: 1/4" = 1'-0"

 NOTE:
 G.C. TO VERIFY OVERALL HEIGHTS ONCE SURVEY HAS BEEN PROVIDED.
 CONTACT CITY AND ARCHITECT IF THERE ARE ANY DISCREPANCIES.


2 REAR ELEVATION

A-201 SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION

A-201 SCALE: 1/4" = 1'-0"

MaxDesignGroup

Architecture - Planning - Interiors

 2862 Buford Highway
 Suite 106
 Duluth, Georgia 30096

 Office: 770-910-9740
 Cell: 770-530-5245
 Email: rmaxian@maxdesigngp.com

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PROFESSIONAL SEAL:



PROJECT TITLE:

DOWNTOWN NORCROSS COMPACTOR ENCLOSURE

Norcross, Georgia

PROJECT INFO:

 BEHIND 7 JONES ST NW
 WINGO STREET NW
 DOWNTOWN NORCROSS
 NORCROSS, GEORGIA 30071

OWNER:

CITY OF NORCROSS

 65 LAWRENCEVILLE STREET
 NORCROSS, GEORGIA 30071

PRINT RECORD

Description	Date
CITY SUBMITTAL	01/21/2020

REVISION

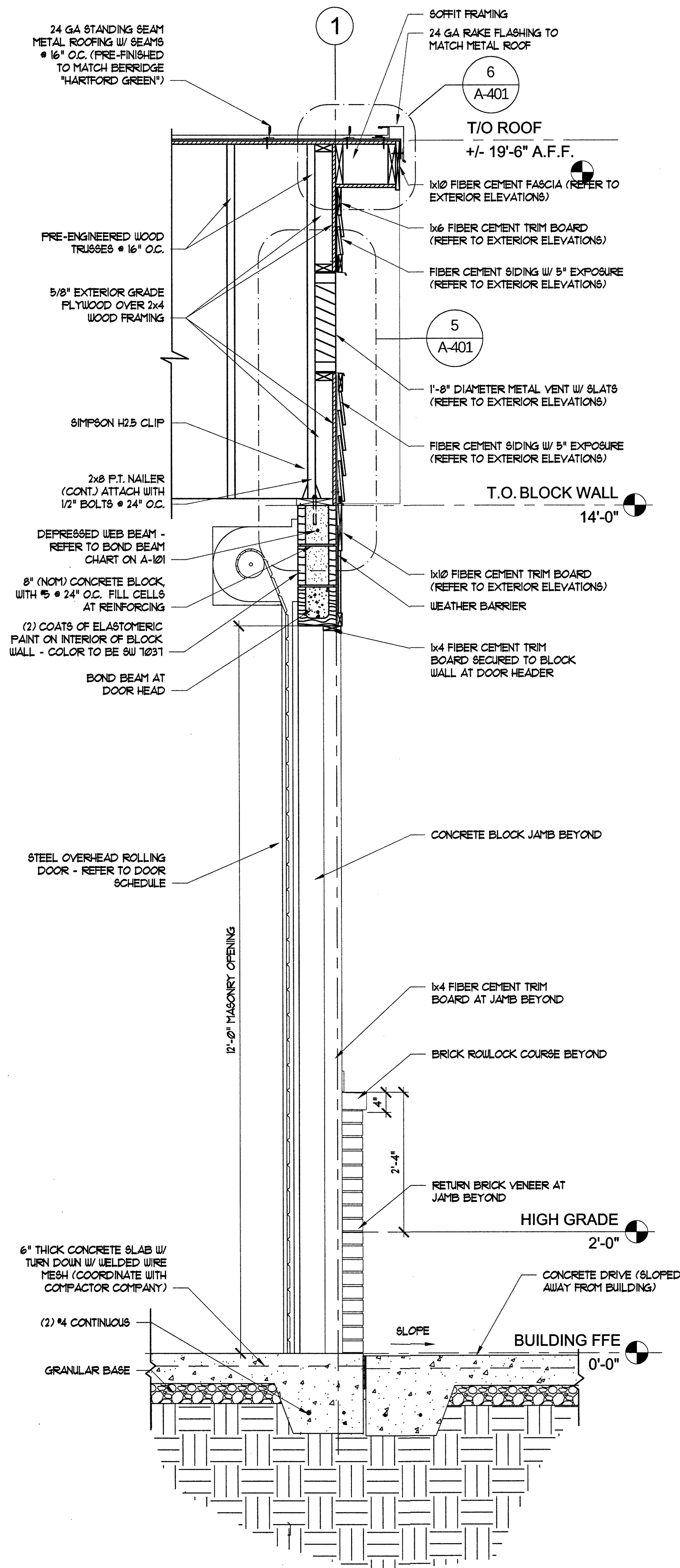
No.	Description	Date

WALL SECTIONS

Project number	D18-134
Date	01/21/2020
Drawn by	DKA
Checked by	RMM

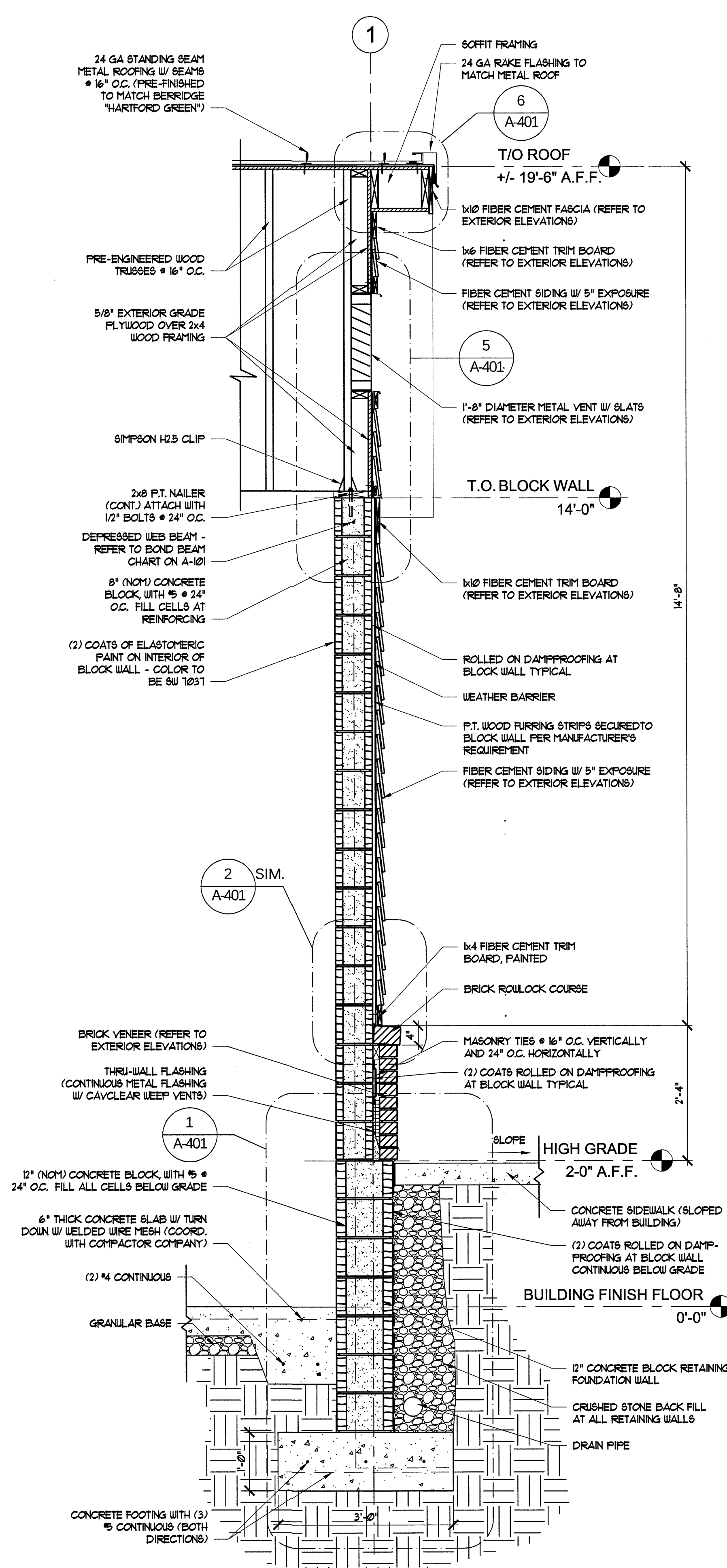
A-301

ISSUED FOR CONSTRUCTION


3 SECTION AT ROLLING DOOR

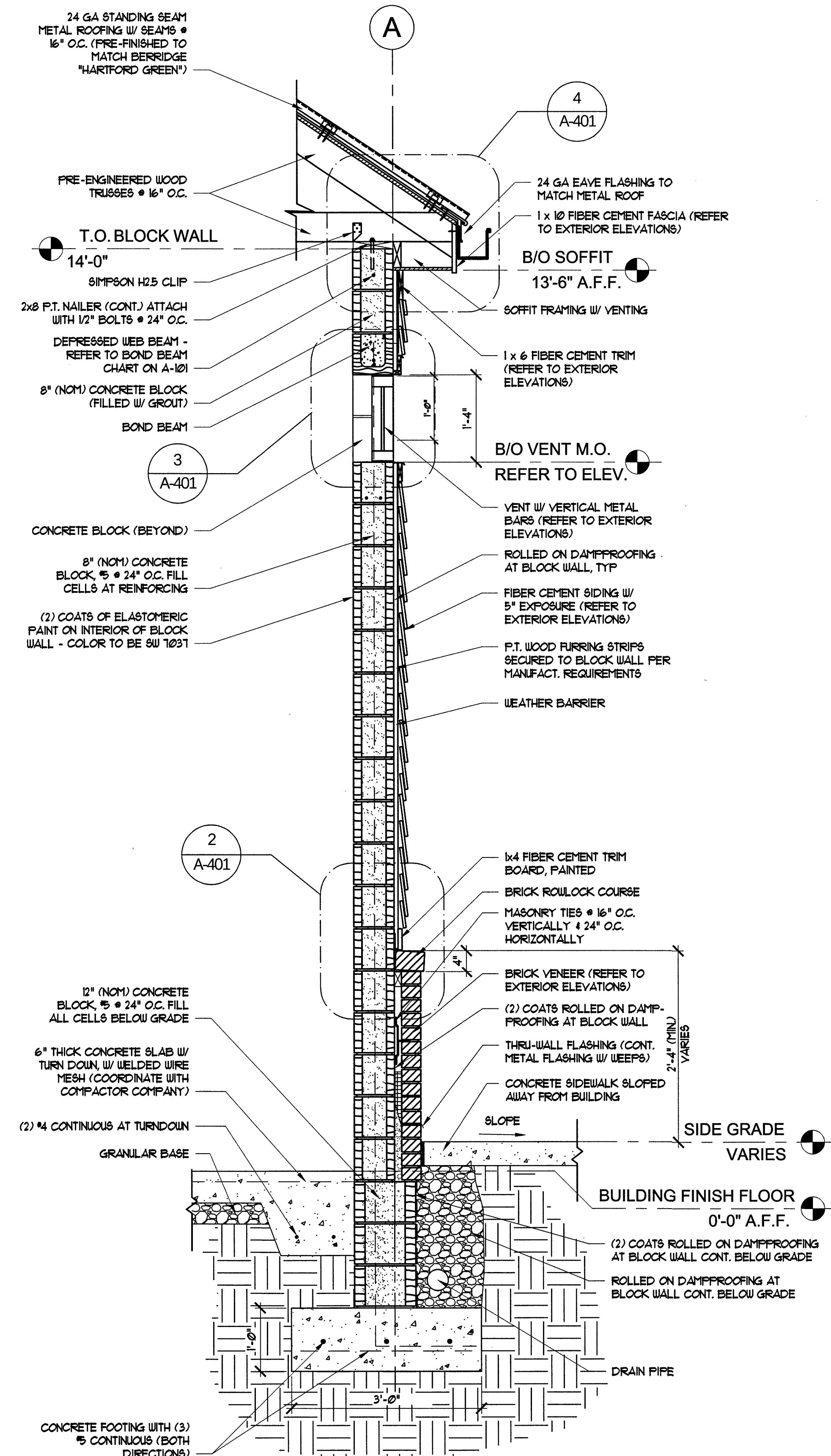
SCALE: 3/4" = 1'-0"

- NOTES:
- MINIMUM 3" COVERAGE FOR ALL REINFORCING


2 SECTION AT REAR WALL

SCALE: 3/4" = 1'-0"

- NOTES:
- MINIMUM 3" COVERAGE FOR ALL REINFORCING
 - AT SIM LOCATION USE 12" BLOCK BELOW GRADE SIMILAR TO 2/A-301


1 SECTION AT SIDE WALL

SCALE: 3/4" = 1'-0"

- NOTES:
- MINIMUM 3" COVERAGE FOR ALL REINFORCING
 - AT SIM LOCATION USE 12" BLOCK BELOW GRADE SIMILAR TO 2/A-301



Architecture · Planning · Interiors

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Office: 770-910-9740
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PROFESSIONAL SEAL:



1/2/2020

PROJECT TITLE:

DOWNTOWN NORCROSS COMPACTOR ENCLOSURE

Norcross, Georgia

PROJECT INFO:

BEHIND 7 JONES ST NW
WINGO STREET NW
DOWNTOWN NORCROSS
NORCROSS, GEORGIA 30071

OWNER:

CITY OF NORCROSS

65 LAWRENCEVILLE STREET
NORCROSS, GEORGIA 30071

PRINT RECORD

Description	Date
CITY SUBMITTAL	01/21/2020

REVISION

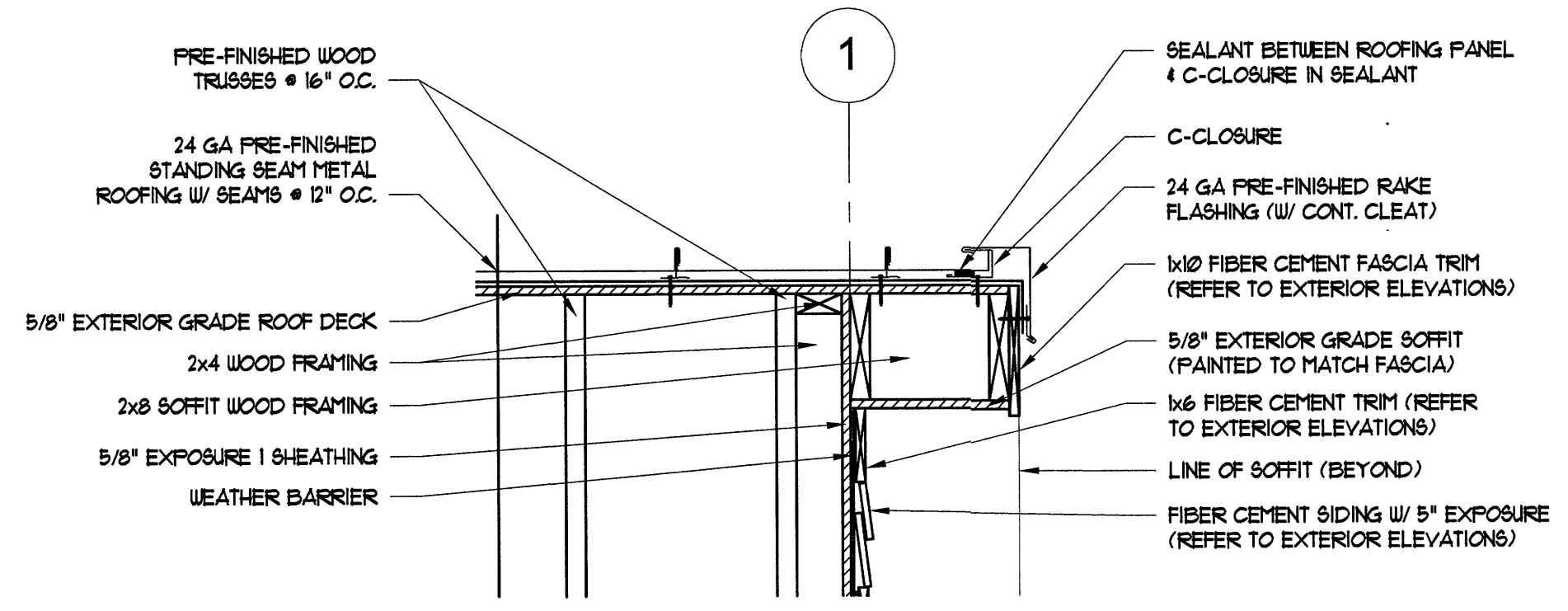
No.	Description	Date

ENLARGED DETAILS

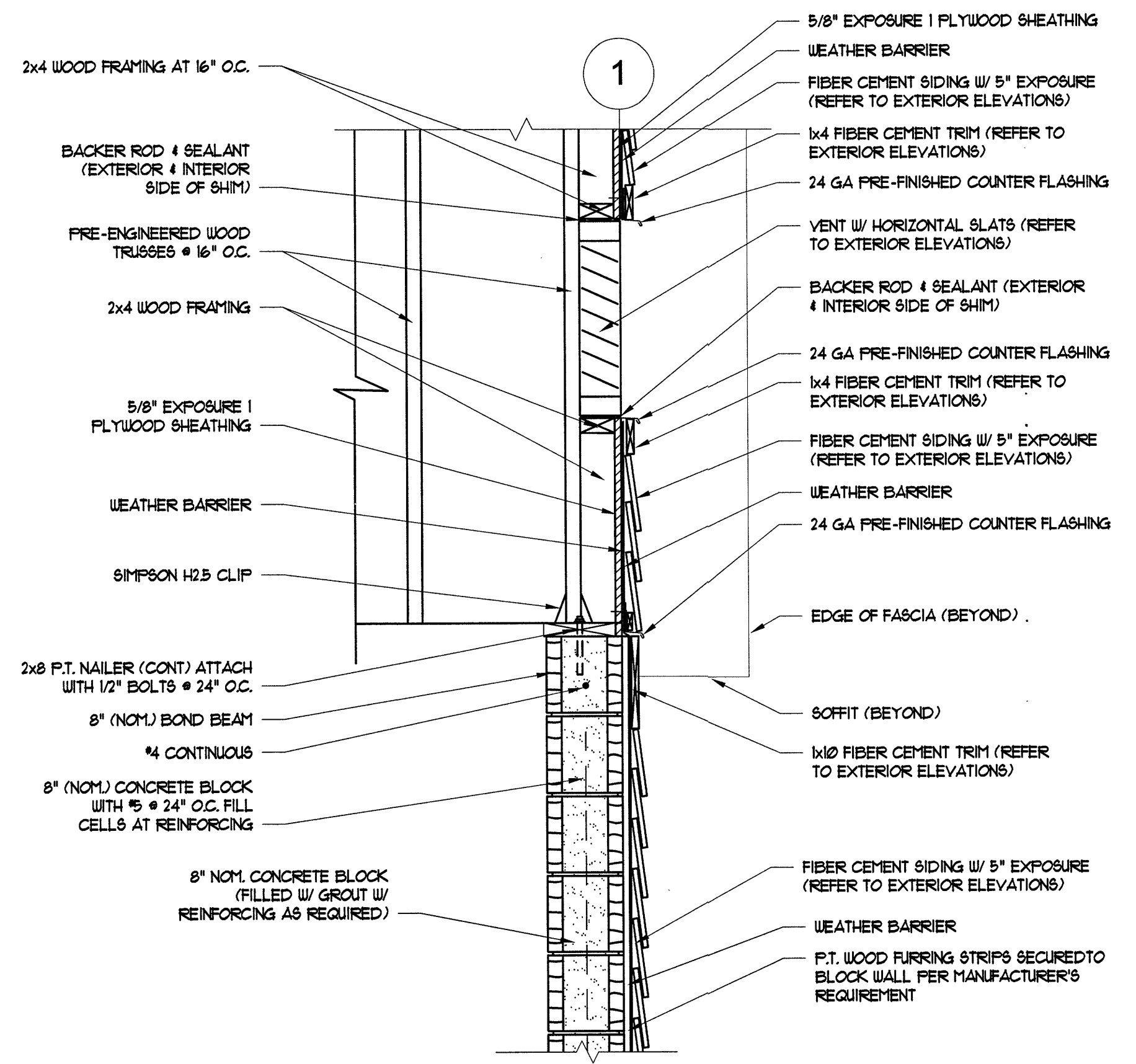
Project number D18-134
Date 01/21/2020
Drawn by DKA
Checked by RMM

A-401

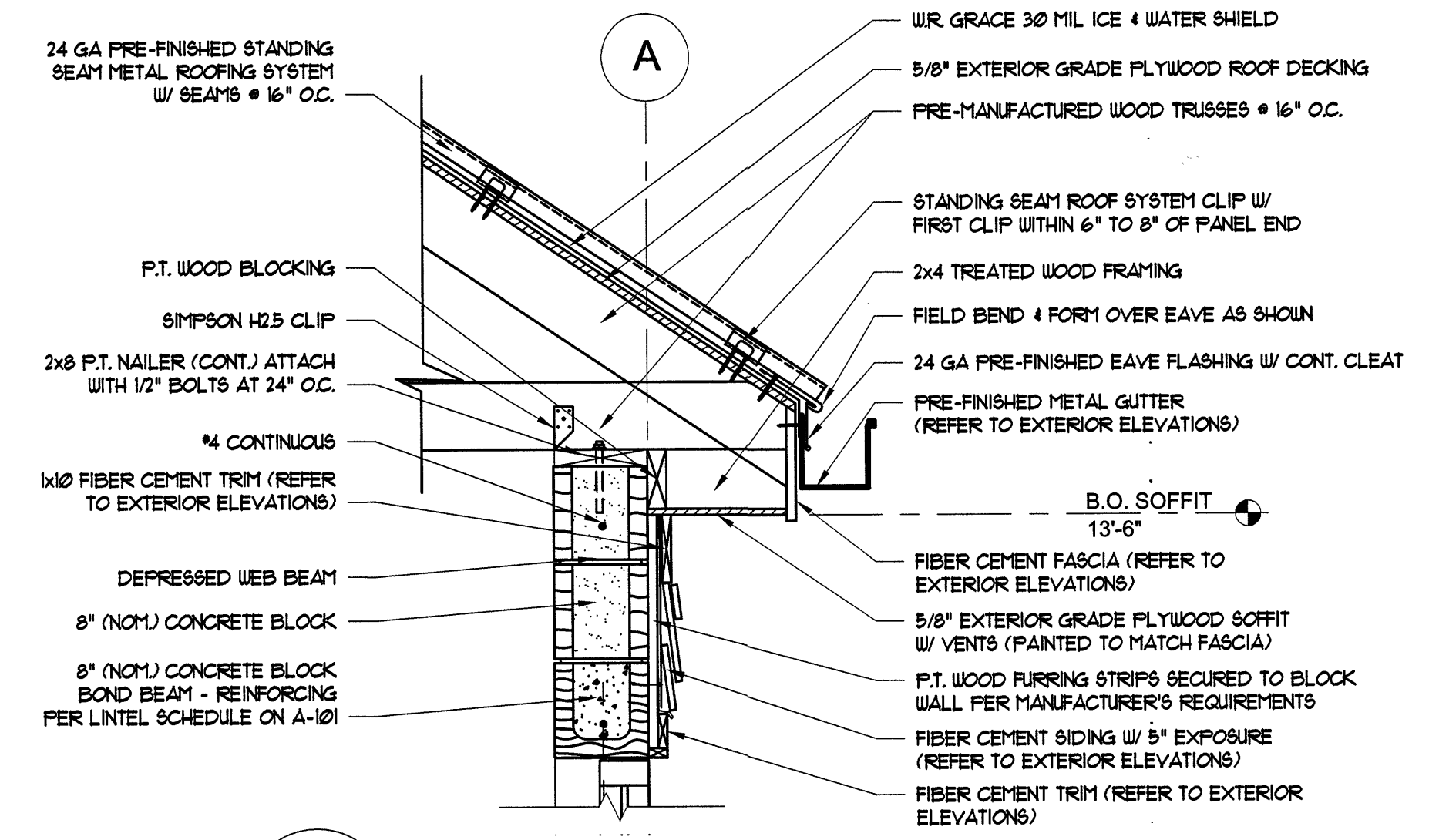
ISSUED FOR CONSTRUCTION



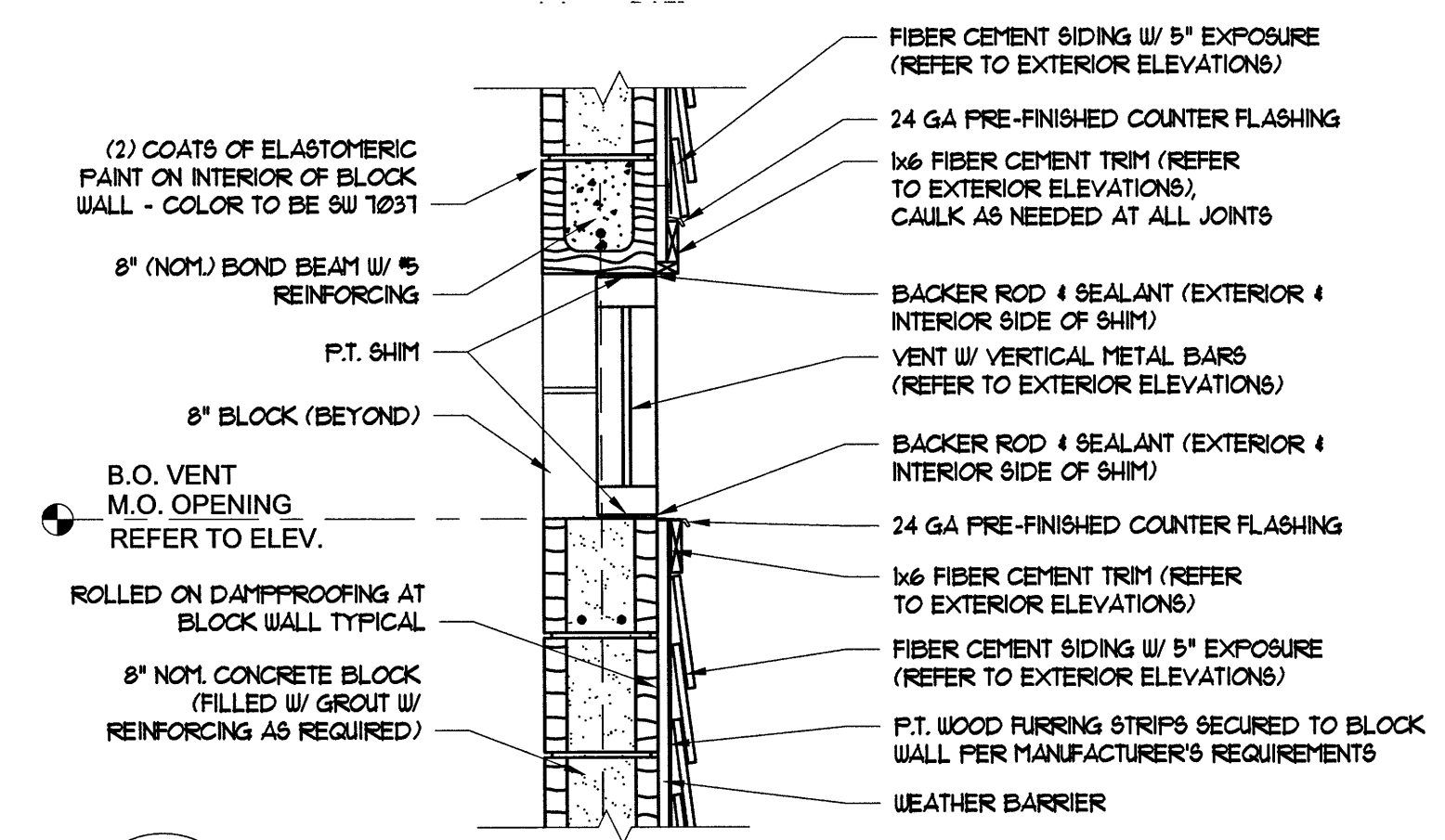
6 ROOF RAKE DETAIL
SCALE: 1" = 1'-0"



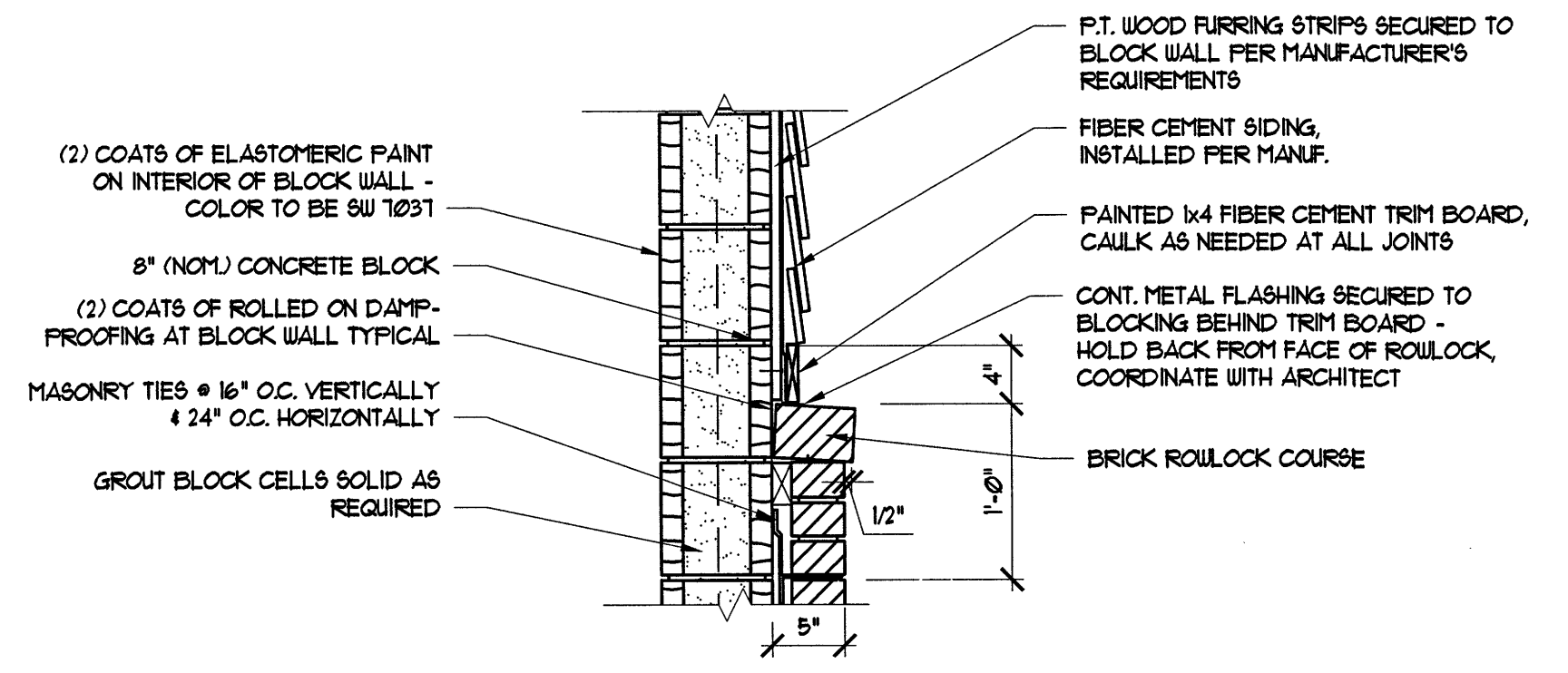
5 SOFFIT / EAVE DETAIL
SCALE: 1" = 1'-0"



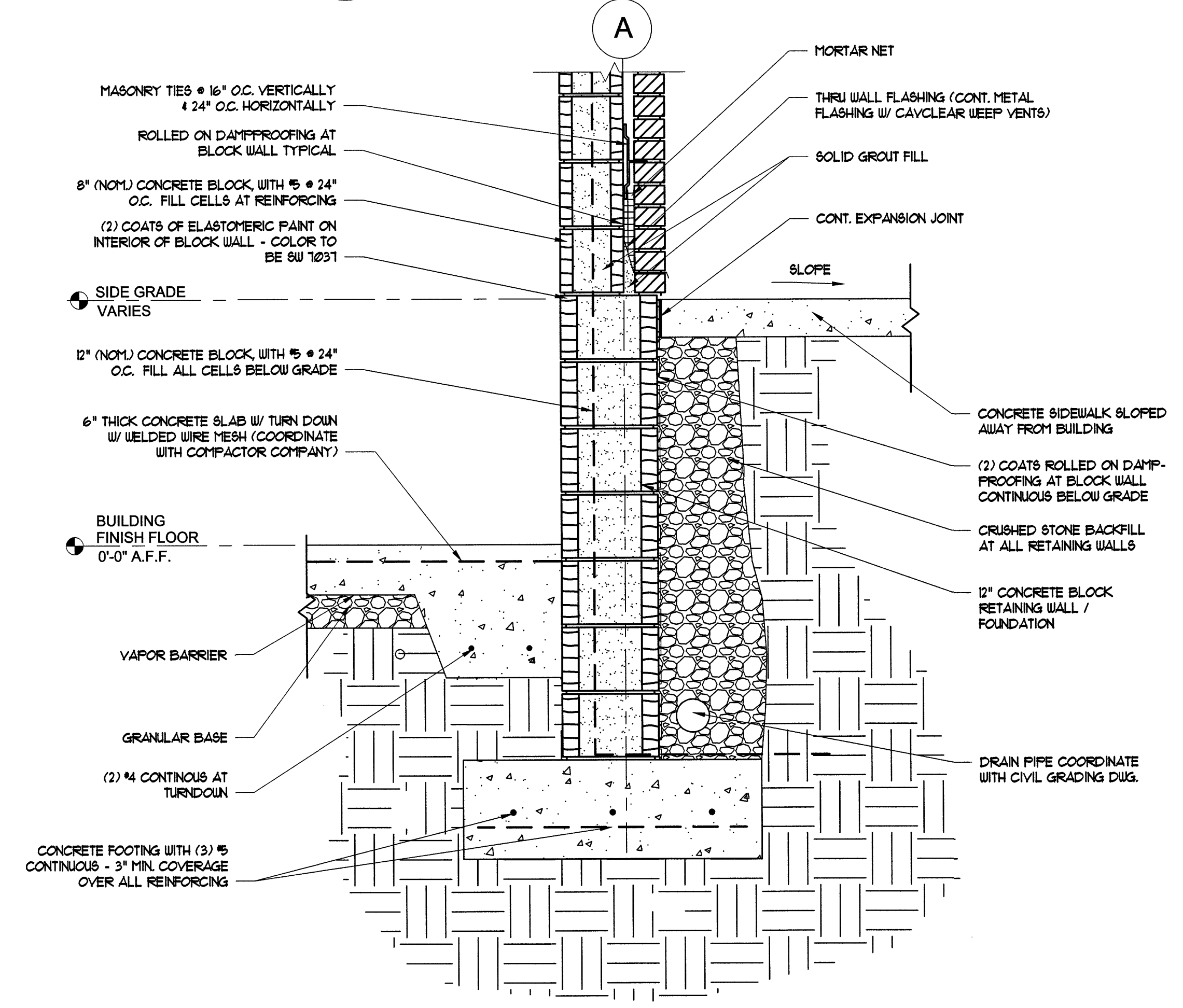
4 SOFFIT / EAVE DETAIL
SCALE: 1" = 1'-0"



3 SIDE WALL VENT DETAIL
SCALE: 1" = 1'-0"



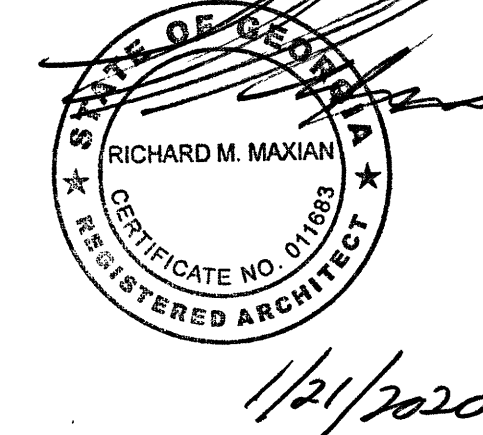
2 ROWLOCK DETAIL
SCALE: 1" = 1'-0"



1 RETAINING WALL / FOUNDATION DETAIL
SCALE: 1" = 1'-0"

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PROFESSIONAL SEAL:



PROJECT TITLE:

DOWNTOWN NORCROSS COMPACTOR ENCLOSURE

Norcross, Georgia

PROJECT INFO:

BEHIND 7 JONES ST NW
NORCROSS, GA 30071
TRUCK ACCESS THRU WINGO STREET

OWNER:

CITY OF NORCROSS

65 LAWRENCEVILLE STREET
NORCROSS, GEORGIA 30071

PRINT RECORD

Description	Date
CITY SUBMITTAL	01/21/2020

REVISION

No.	Description	Date

ELECTRICAL PLAN

Project number D18-134
Date 12/19/2018
Drawn by B.C.R.
Checked by R.M.M.

AE-101

Scale As indicated

ISSUED FOR CONSTRUCTION

Branch Panel: PANEL A

Location: BACK OF ENCLOSURE
Supply From:
Mounting: Surface
Enclosure: 3R

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating:
Mains Type:
Mains Rating: 100A
MCB Rating:

Notes:
PRIOR TO FINAL ORDERING OF PANELBOARDS, CIRCUIT BREAKERS, AND ALL ASSOCIATED EQUIPMENT, THE ELECTRICAL CONTRACTOR SHALL ARRANGE FOR A LETTER FROM THE LOCAL POWER COMPANY ON THEIR LETTERHEAD STATING THE SHORT CIRCUIT FAULT CURRENT AVAILABLE AT THE SECONDARY OF THE UTILITY COMPANY TRANSFORMER. INFORMATION SHALL BE USED TO DETERMINE THE FINAL A.I.C. RATINGS OF THE PANELBOARDS, METER CENTERS, MAIN DISCONNECT SWITCHES AND CIRCUIT BREAKERS.

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
A-1	LIGHTS	20 A	1	417 VA	667 VA		3	20 A	COMPACT UNIT HEATER	A-2
A-3	RECEPTACLE GFCI NEAR PANEL	20 A	1		180 VA	667 VA				A-4
A-5	COMPACTOR	30 A	3			2500 VA	667 VA			A-6
A-7				2500 VA	180 VA			1	20 A	COMPACTOR CONTROLLER
A-9					2500 VA	1920 VA				A-10
*A-11	EXTERIOR LIGHT FIXTURES	20 A	1			1920 VA	0 VA	1	20 A	SPARE
A-13	SPARE	20 A	1	0 VA	0 VA			1	20 A	SPARE
A-15	SPARE	20 A	1		0 VA	0 VA		1	20 A	SPARE
A-17	SPARE	20 A	1			0 VA	0 VA	1	20 A	SPARE
A-19	SPARE	20 A	1	0 VA	0 VA			1	20 A	SPARE
Total Load:				3764 VA	5267 VA	5087 VA				
Total Amps:				10 A	15 A	14 A				

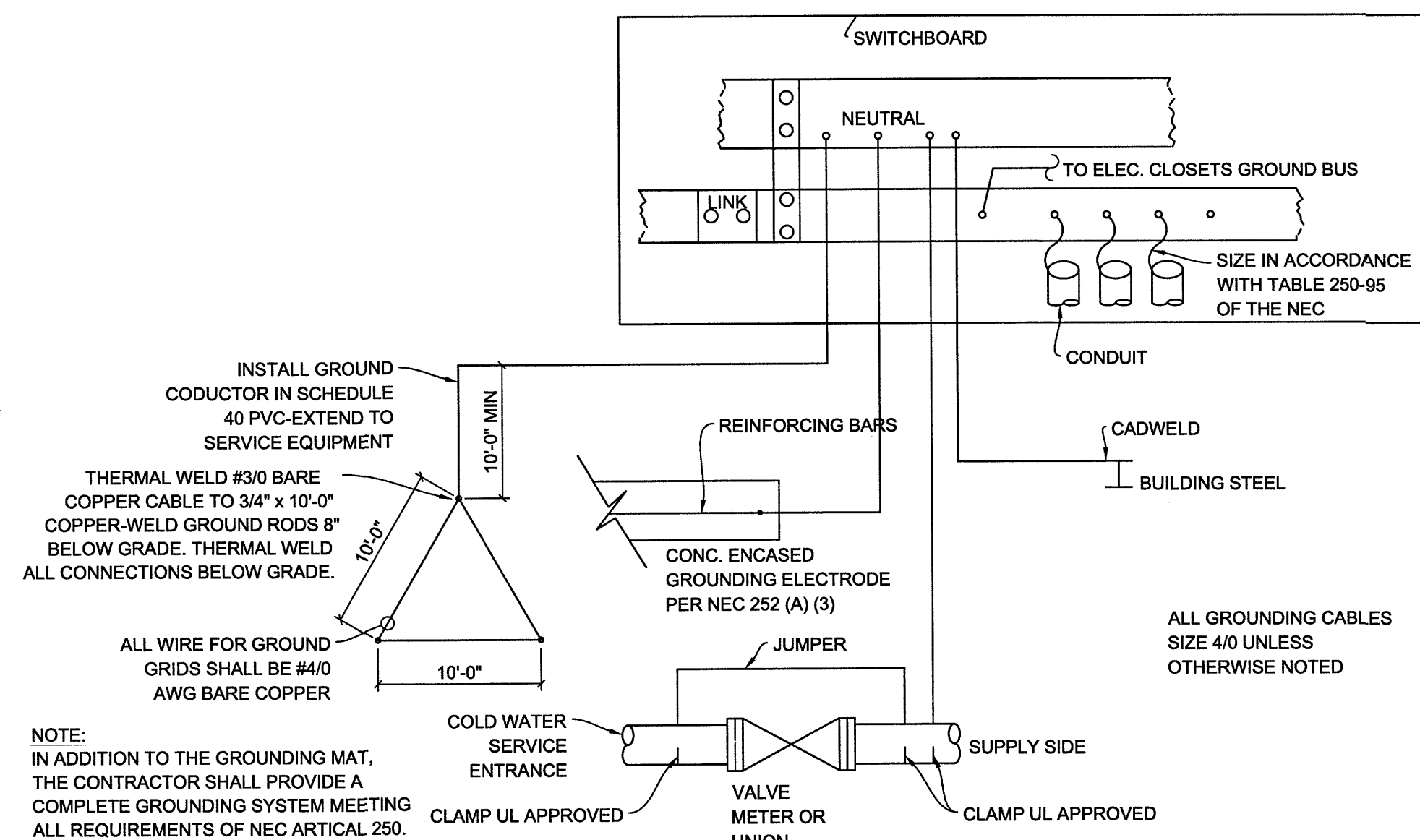
Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
HVAC	2001 VA	100.00%	2001 VA	Total Conn. Load: 14118 VA
Lighting	4257 VA	125.00%	5321 VA	Total Est. Demand: 15182 VA
Other	0 VA	100.00%	0 VA	Total Conn.: 39 A
Power	7680 VA	100.00%	7680 VA	Total Est. Demand: 42 A
Receptacle	180 VA	100.00%	180 VA	

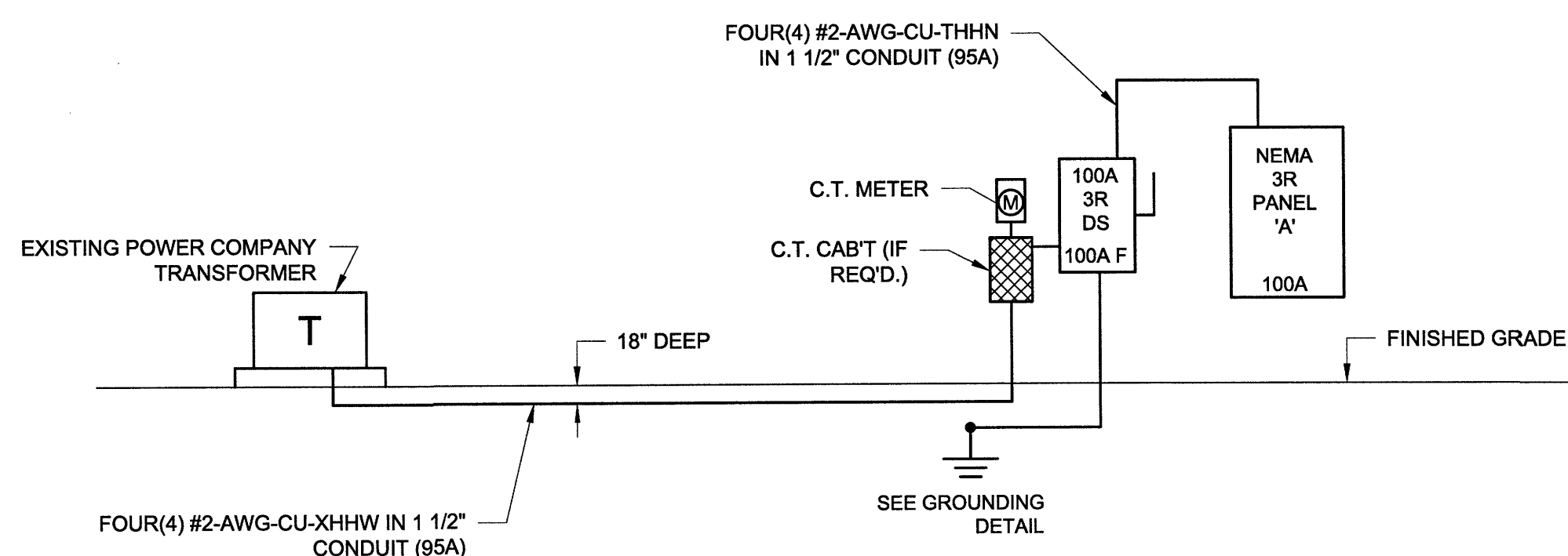
Notes:

* CIRCUIT SHALL BE CONTROLLED BY TIME CLOCK (TORK OR EQUAL) AND P.E. CELL

** GFCI BREAKER



3 **GROUNDING DETAIL**
AE-101 SCALE: NONE



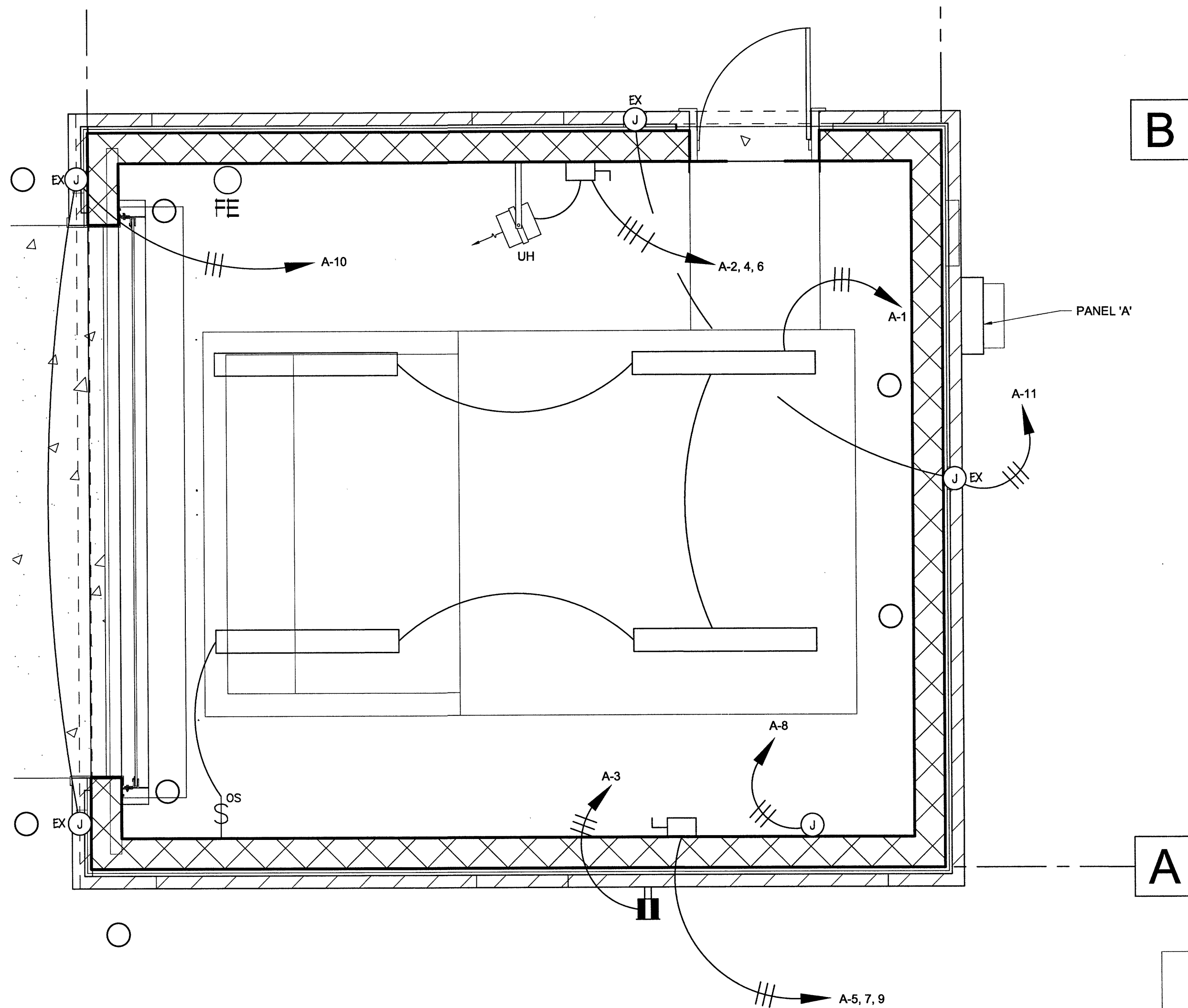
2 **RISER DIAGRAM**
AE-101 SCALE: NONE

ELECTRICAL GENERAL NOTES

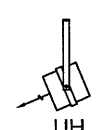
- ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR CONNECTING NEW EQUIPMENT TO AN EXISTING ELECTRICAL DISTRIBUTION SYSTEM SHOWN ON THIS SET OF THE DOCUMENTS. CONTRACTOR TO VERIFY ALL EXISTING POWER EQUIPMENT AND ENSURE EXISTING POWER WILL WORK NEW EQUIPMENT. ALL WORKS SHALL BE IN ACCORDANCE WITH THE 2014 NEC, 2012 STANDARD BUILDING CODE, AND 2014 NFPA 101.
- ALL INTERIOR ELECTRICAL RACEWAY SYSTEM IN EXPOSED STRUCTURE SHALL BE PVC. ALL INTERIOR ELECTRICAL WIRING SYSTEM IN CONCEALED WALL AND ABOVE CEILING SPACE MAY BE TYPE "MC" IN ACCORDANCE WITH NEC. EXTERIOR ELECTRICAL RACEWAY SYSTEM EXPOSED TO WEATHER SHALL BE PVC.
- ELECTRICAL SYSTEM SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. GROUNDING SHALL BE EXTENDED FROM BUILDING MAIN COLD WATER PIPE AND GROUNDING ELECTRODES.
- ALL OUTDOOR HVAC AND SPECIALTY EQUIPMENT SHALL BE TERMINATED WITH LIQUID-TIGHT FLEXIBLE CONDUITS.
- ALL DISCONNECT SWITCHES SHALL BE 3R WEATHER PROOF ON ROOF OR EXPOSED TO WEATHER.
- ALL ABOVE GROUND WIRES UNLESS OTHERWISE NOTED TO BE COPPER, MIN. #12 THHN. ALL BELOW GROUND WIRES UNLESS OTHERWISE NOTED TO BE COPPER, MIN. #12 XHHW.
- SIGN ELECTRICAL JUNCTION BOX SHALL BE MOUNTED ON THE INSIDE WALL OF CANOPY. CONTRACTOR TO VERIFY WITH OWNER FOR HEIGHT AND EXACT LOCATION. EXTENSION FROM JUNCTION BOX AND ELECTRICAL TERMINATIONS SHALL BE BY SIGN CONTRACTOR.
- RECEPTACLE SHALL BE NEMA 5-20R UNLESS OTHERWISE NOTED.
- CONTRACTOR TO VERIFY ALL POWER, TELEPHONE, DATA RECEPTACLES AND LIGHT SWITCH LOCATIONS WITH OWNER BEFORE BEGINNING WORK.
- EXIT SIGNS SHALL BE CONNECTED AHEAD OF LIGHTING SWITCHES. DO NOT SWITCH EXIT LIGHTS.
- EMERGENCY BATTERY FIXTURES SHALL BE SWITCHED WITH THE NORMAL FIXTURES IN EACH AREA. A HOT LEG CONNECTED AHEAD OF LIGHTING SWITCHES WILL BE CARRIED TO EACH FIXTURE.
- NEW PANEL CIRCUIT SCHEDULES TO BE TYPED, NOT HANDWRITTEN, ON PANEL MANUFACTURERS SUPPLIED TEMPLATE.
- PROVIDE 24" X 24" X 3/4" TELEPHONE TERMINAL BOARD. SECURELY MOUNT TO WALL AND PAINT TO MATCH ADJACENT FINISH.
- ALL PANELS TO BE IDENTIFIED WITH ENGRAVED PHENOLIC RESIN PLACARDS. (1/2" HIGH LETTERS & NUMBERS)
- PROVIDE 1/2" CONDUIT TO ABOVE CEILING FOR THERMOSTAT WIRING. VERIFY LOCATION WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN

ELECTRICAL LEGEND

- NOTE: DEVICE AND COVER PLATE FINISHES SHALL BE SELECTED BY OWNER
- NEMA 3R PANELBOARD 120/208 VOLTS, 3P, 4 WIRE, SURFACE MOUNTED, CLEARANCE FOR WORK SPACE IS IDENTIFIED
- 24" x 24" TELEPHONE PANELBOARD
- DISCONNECT SWITCH HORSEPOWER RATED, FUSED OR NON-FUSED, AS INDICATED ON DRAWING. 3R WEATHERPROOF RATED IF LOCATED OUT DOORS
- JUNCTION BOX, IN WALLS OR ABOVE CEILING
- JUNCTION BOX, IN WALLS. CONTRACTOR SHALL WIRE UP FOR CITY SUPPLIED AND INSTALLED 120 VOLT EXTERIOR LIGHT FIXTURE. REFER TO ELEVATIONS FOR HEIGHTS.
- GROUND FAULT CURRENT INTERRUPTER RECEPTACLE WITH WEATHERPROOF COVER, NEMA 5-20R MOUNTED NEAR PANEL.
- OCCUPANCY SENSOR - WATTSTOPPER #PW-100 (OR EQUAL), 48" A.F.F. OR AS NOTED
- EXIT SIGN/UNIT COMBO CEILING MOUNTED WITH EMERGENCY BATTERY, TEST SWITCH, LED LIGHT AND (2) LAMP HEADS, LITHONIA MODEL QUANTUM LHQSWIR120/277 OR APPROVED EQUAL
- 4' SURFACE MOUNT STRIP LIGHT FIXTURE, LITHONIA MODEL C 2 3/2 MVOLT GEB101S OR APPROVED EQUAL
- COMPACT UNIT HEATER - DIMPLEX, MODEL CUH02B31T (OR APPROVED EQUAL), CONTRACTOR SHALL INSTALL PER MANUFACTURE'S INSTRUCTIONS AND AIM TOWARD OVERHEAD DOOR'S GENERAL DIRECTION.
- WIRING IN CONDUIT RUN CONCEALED IN CEILING AND/OR WALL
- WIRING IN CONDUIT RUN CONCEALED IN FLOOR AND/OR WALL
- WIRING IN CONDUIT HOMERUN TO PANEL



MECHANICAL LEGEND



COMPACT UNIT HEATER - DIMPLEX, MODEL CUH02B31T (OR APPROVED EQUAL). CONTRACTOR SHALL INSTALL PER MANUFACTURE'S INSTRUCTIONS AND AIM TOWARD HOSE BIBB'S GENERAL DIRECTION.

1 **ELECTRICAL PLAN**
AE-101 SCALE: 1/2" = 1'-0"



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **ANDREW HIXSON** · COUNCILMAN **JOSH BARE** · COUNCILMAN **CHUCK PAUL**
COUNCILMAN **DAN WATCH** · COUNCILWOMAN **ELAINE PUCKETT** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

**PWUP20-01 Downtown Norcross Compactor Enclosure Construction
Addendum #1 (1 page)**

In light of issues related to COVID-19 and the need to limit non-essential personal interaction at this time, the bid date for this project will be postponed until April 28th at 11am.

The deadline for questions will be extended until 5pm April 10th.

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **ANDREW HIXSON** · COUNCILMAN **JOSH BARE** · COUNCILMAN **CHUCK PAUL**
COUNCILMAN **DAN WATCH** · COUNCILWOMAN **ELAINE PUCKETT** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

**PWUP20-01 Downtown Norcross Compactor Enclosure Construction
Addendum #2 (2 pages)**

1. Do you anticipate extending the bid date.
 - a. Bid date has been extended per Addendum #1
2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
 - a. The City of Norcross will evaluate the lowest bidder for completeness and satisfactory references.
3. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?
 - a. No.
4. Other than your own website, where was this bid posted?
 - a. The invitation to bid was posted to the City website, Georgia Procurement Registry and the local legal organ, The Gwinnett Daily Post.
5. Can you please specify the process you want the GC to follow to have Advance Disposal provide a quote.
 - a. Please contact Norcross General Government Administration at 770-448-2122. Any representative should be able to answer the question, or request Mr. James Newton.
6. I recall us briefly mentioning at the pre-bid meeting that the City might be providing the details of the compactor Advanced Disposal is seeking to use. You mentioned that we cannot go directly to Advanced Disposal. Can you either verify that it will be made known to all GCs or will you provide the information I need in order to get product specifications from Advanced Disposal?
 - a. See question 5 above.
7. Please specify/confirm if City of Norcross will provide graded site for GC to begin SOG scope of work.
 - a. Yes, per the Invitation to Bid Project Description.
8. The BID PACKET CHECKLIST list the E-Verify Contractor & SAVE Affidavits as one of the required forms to be submitted, however the bid documents does not contain this form. Could you please provide the E-Verify Contractor & SAVE Affidavits form?

9. The project information on the cover sheet of the drawings list the construction type as "NON SPRINKLERED" , however, the general notes on page 2 of the drawings has a "SPRINKLER SYSTEM NOTES" section. Does this project involves a sprinkler system?
 - a. This is project is non-sprinklered. Sheet G-002 is just a general note sheet and it is not stating the project is sprinklered it is simply stating if the project is required to be sprinklered follow these notes. Building is not sprinklered.
10. The Fire Extinguisher section in the general notes on page 2 of the drawings calls for two Fire Extinguishers, while the floor plan on page A-101 shows only 1 Fire Extinguisher. How many Fire Extinguishers are required?
 - a. Follow sheet A-101, we only need (1) fire extinguisher for this building.
11. The general notes on page 2 of the drawings has the following sections: "SMOKE DETECTORS", "DRINKING FOUNTAINS", "STORAGE RACKING" and "STREET AND TENANT NUMBERS". However, neither the drawings nor the specifications shows details on the locations of these items or specific types of these items. Please clarify.
 - a. Sheet G-002 is general notes, so If the drawings don't show any of this information they are not required to supply those items.
12. Will we require a separate permit for signs for this project?
 - a. There are no signs proposed that require a separate permit.
13. The general notes state that this building is sprinklered. Please clarify.
 - a. See question 9 above.
14. Will the city be responsible for bringing power to the building? Will it come in underground as shown or overhead?
 - a. The City will bring power to the building underground.
15. Will the city provide the dumpsters since the city is in contract with Advanced Disposal or will the contractor be responsible for that cost?
 - a. The Contractor will be responsible for that cost and coordination
16. Has there been any addenda issued other than addendum 1?
 - a. No.
17. What is the truss heel height, the truss cantilevered overhang distance? Make sure the answers pertain to the truss only. The architect says 16" o.c. trusses but what does the Professional Engineer want?
 - a. Per the drawings top of block is at 14'-0" AFF and we have the truss sitting on wood blocking so bottom of truss is at 14'-1-1/2" AFF. The truss is overhanging the exterior face of block wall at each end by 1'-0". Per the drawings with 5/8" plywood sheathing the trusses need to be spaced at 16" o.c. If the contractor wants to use 3/4" T&G plywood sheathing the truss space can change to 24" o.c.
18. Are we providing a digital lock on the Chute door of the Compactor Enclosure? If so, can you provide specifications for this?
 - a. The City will provide the lock for installation by the contractor.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **ANDREW HIXSON** · COUNCILMAN **JOSH BARE** · COUNCILMAN **CHUCK PAUL**
COUNCILMAN **DAN WATCH** · COUNCILWOMAN **ELAINE PUCKETT** · CITY MANAGER **RUDOLPH SMITH** · CITY CLERK **MONIQUE LANG**

PWUP20-01 Downtown Norcross Compactor Enclosure Construction
Addendum #3 (1 page)

1. With this being a concrete block structure, are we permitted to run exposed conduit for outlets and switches or would these need to be installed in the block wall?
 - a. No exposed conduit will be allowed on the exterior of the building. Inside the enclosure, we can accept exposed conduit.

NOTE ABOUT DELIVERING BID PACKAGES: A mailbox is located directly outside the front door of 345 Lively Avenue. Please drop submittal package in the mailbox. At 11am on April 28th, packages will be retrieved and opened. Due to COVID-19 social distancing requirements, bids will be read by a representative of Public Works with a witness, and a bid tabulation will be posted to the Norcross project web page.

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

BID PACKET CHECKLIST

PROJECT: DOWNTOWN NORCROSS COMPACTOR ENCLOSER

BID DATE: APRIL 28, 2020

Enclosed with this Bid 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.

- X Two Hard Copies & One Electronic Copy of Bid
- X Bid Form
- X Bid Bond or Certified Check, if bid is over \$30,000
- X Certificate of Liability Insurance
- X E-Verify Contractor & SAVE Affidavits
- X Reference Page
- X Ship Proposal to: City of Norcross
345 Lively Avenue
Norcross, GA 30071
Attn: Mary Beth Bender, Director of Public Works



City of Norcross - Department of Public Works, Utilities & Parks
PWUP20-01 BID FORM

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

City of Norcross
 345 Lively Avenue
 Norcross, GA 30071

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Norcross according to the bidding Documents entitled **Downtown Norcross Compactor Enclosure** and Addenda, as well as the existing conditions of the project, and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, personal observations of the site conditions.

ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED EIGHTY ONE AND 54/100 _____ Dollars

(\$ 114,681.54 _____) which sum is hereinafter called "Base Bid".

The undersigned agrees to commence work within 10 days of the date of Notice to Proceed issued by City of Norcross and to commit adequate forces on-site to substantially complete all Work, including punch list items and clean-up, as determined by the City within **90 calendar days**.

Company Name: MALCO CONSTRUCTION, INC.

Company Mailing Address: 235 NEWTON RIDGE DR

COVINGTON, GA 30014

Company Website: malcocon.com

404-569-8823

Company Phone Number: _____

Authorized Representative: Kevin Malcolm Date: 04/28/2020
 (signature)

Authorized Representative: KEVIN MALCOLM
 (printed name)

345 LIVELY AVE, NORCROSS, GEORGIA 30071
 678-448-2122

<http://www.norcrossga.net>

Attachment: 2020-07 Compactor Enclosure Memo (20-5788 : PWUP 20-01 Downtown Norcross Compactor Enclosure)

References for MALCO CONSTRUCTION, INC.

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 size and scope within the metro Atlanta area.

1. Company Name: ASHLEY CAPITAL ,LLC
 Description of Project: STONECREST CITY HALL
 Completion Date: 06/30/2019
 Contact Person: GREG McKELVEY
 Telephone: 440-527-4776 Fax: _____
 Email address: gmckelvey@ashleycapital.com

2. Company Name: PHILIP A. JOHNSON PC
 Description of Project: MAJOR RENOVATION
 Completion Date: 10/28/2020
 Contact Person: PHIL JOHNSON
 Telephone: 404-379-4687 Fax: _____
 Email address: philajohnsonpc@gmail.com

3. Company Name: INNOVATIVE AIR TECHNOLOGIES
 Description of Project: MANUFACTURING WAREHOUSE FACILITY
 Completion Date: 08/08/2019
 Contact Person: KACY ORR
 Telephone: 770-788-6744 Fax: _____
 Email address: kacy@dehumidifiers.com

Sean Carragher

Insurance Broker

Piedmont Insurance Associates Inc.

10243 S. Dearing St.

Covington, GA 30014

scarragher@piedmontins.com

(770)355-2993 Cell

(770)788-9000 Office

(770)787-1779 Fax

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

876345

Federal Work Authorization User Identification Number

MALCO CONSTRUCTION, INC.

Name of Contractor

CITY OF NORCROSS

Name of Public Employer

5-13-2015

Date of Authorization

NORCROSS DUMPSTER ENCLOSURE

Name of Project

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

Executed on April, 28, 2020 in COVINGTON (city), GA (state).

Kevin Malcolm

Signature of Authorized Officer or Agent

KEVIN MALCOLM PRESIDENT

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 28th DAY OF April, 2020

Dani L. McSwain

NOTARY PUBLIC

My Commission Expires: 12/08/22





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? BIRTH CERTIFICATE

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, KEVIN MALCOLM (representative for) MALCO CONSTRUCTION, INC.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Kevin Malcolm 6-1-20
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 1st DAY OF June, 2020

Executed in Covington (City), GA (State)

Dan L. McSwain
NOTARY PUBLIC Signature

12/08/22
My Commission Expires



VITAL RECORDS SERVICE		
GEORGIA DEPARTMENT OF HUMAN RESOURCES		
CERTIFICATION OF BIRTH		
NOT VALID WITHOUT ORIGINAL SIGNATURE AND IMPRESSED SEAL		
ISSUED BY THE STATE OFFICE OF THE VITAL RECORDS SERVICE		
DATE ISSUED 12-15-00	FILE DATE 03-18-71	BIRTH FILE NUMBER 110- 15990
NAME AT BIRTH JOHN KEVIN MALCOLM		
BIRTH DATE 03-01-71	SEX M	BIRTH PLACE-COUNTY MUSCOGEE
This is a true certificate of name and birth facts recorded in this office, issued under the authority of Chapter 31-10, Vital Records, Georgia Health Code, as amended. Michael R. Larriv STATE REGISTRAR OF VITAL RECORDS		
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE		ISSUED BY: <i>M. Mett</i>

THIS CERTIFICATION OF BIRTH CARD IS AN OFFICIAL DOCUMENT
ISSUED BY THE VITAL RECORDS SERVICE, GEORGIA DEPARTMENT
OF HUMAN RESOURCES.

IF FOUND, MAIL TO: VITAL RECORDS SERVICES
2600 SKYLAND DRIVE NE
ATLANTA, GEORGIA 30319-3640

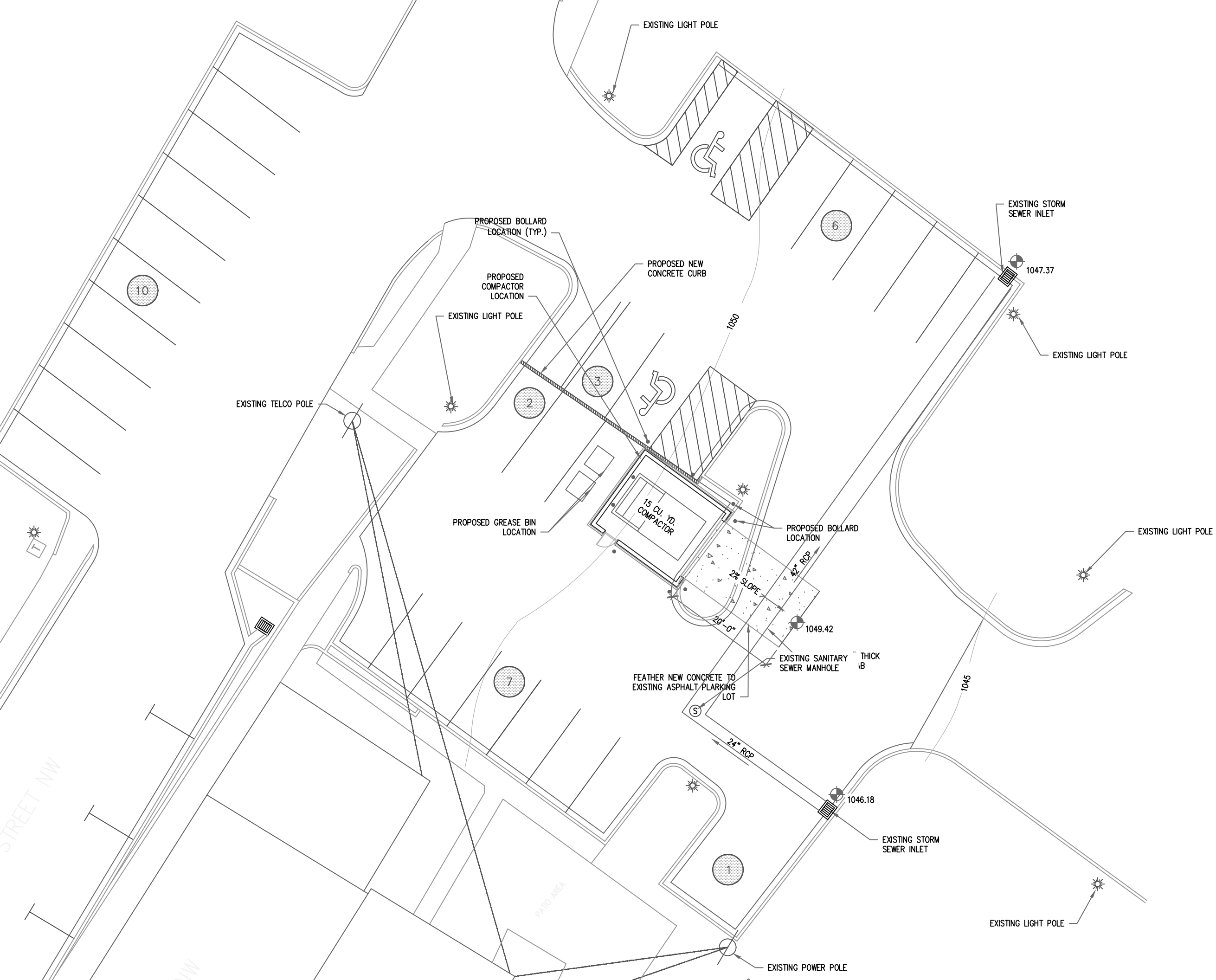
THIS CARD IS PRINTED ON SECURITY PAPER AND IS NOT VALID IF
REPRODUCED OR ALTERED.

FORM 3915 (Rev. 9-00)

CONTROL NO: **S0236544**

ATTACHMENT E - BONDS
(PLACEHOLDER)

	Proposed Alternates	Construction Cost	Parking Change	Cost to Restaurants	Aesthetics/Smell
					1-3, (1 worst smell/aesthetic, 3 best odor control/aesthetic)
#1	No Change, 2 metal dumpsters	\$0 Possibly owe bond premium back to contractor	2 spaces lost	\$382.06 \$189.06 (Paizanos) \$119.07 (Iron Horse) \$68.89 (Zapata)	1
#2	Dumpster or Compactor Access from Wingo	TBD Retaining Wall Utility Pole relocation (\$20K) Enclosure type (Fence, structure)	Lose at least 2 parks, pending solution	TBD pending container type	TBD pending Council direction
#3	Contracted Project PWUP 20-01 12 yd Compactor in masonry enclosure	\$114,681.54 \$5000 estimated PWUP time	6 spaces lost	\$1,857.83 roughly 5x current cost to businesses	3
#4	Revised Project Location 12 yd Compactor in masonry enclosure Shifted location in same lot	\$114,681.54 (estimated,as change order with existing contractor) \$5000 estimated PWUP time	3 spaces lost	\$1,857.83 roughly 5x current cost to businesses	3
#5	Other Option above with VIP Compactor 6 yd compactor	TBD pending enclosure type Masonry enclosure redesign, est. \$2500	TBD, pending location	\$706.20 Total roughly double current cost to businesses	TBD pending Council direction



GENERAL NOTES

1. THIS SURVEY IS A RETRACEMENT SURVEY OF AN EXISTING TRACT OR TRACTS OF LAND. THE FIELDWORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 5, 2019. REFERENCE FOR THIS SURVEY SHOULD BE MADE TO A WARRANTY DEED FROM MICHAEL J. CICCO TO THE CITY OF NORCROSS, DATED MARCH 19, 1997, RECORDED IN DEED BOOK 13958, PAGE 67, GWINNETT COUNTY, GEORGIA RECORDS.

2. THE BEARING STRUCTURE FOR THIS SURVEY IS BASED ON GRID NORTH, GEORGIA WEST ZONE, STATE PLANE COORDINATE SYSTEM. THE GEODETIC REFERENCE SYSTEM IS NORTH AMERICAN DATUM OF 1983 (NAD 83). DISTANCES ARE IN U.S. FEET.

3. NO PORTION OF THIS PROPERTY LIES WITHIN A FLOOD PRONE AREA. THIS PROPERTY IS WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD AS PER F.I.R.M. COMMUNITY PANEL NO. 13135C00826, GWINNETT COUNTY, GEORGIA, EFFECTIVE DATE MARCH 4, 2013).

4. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

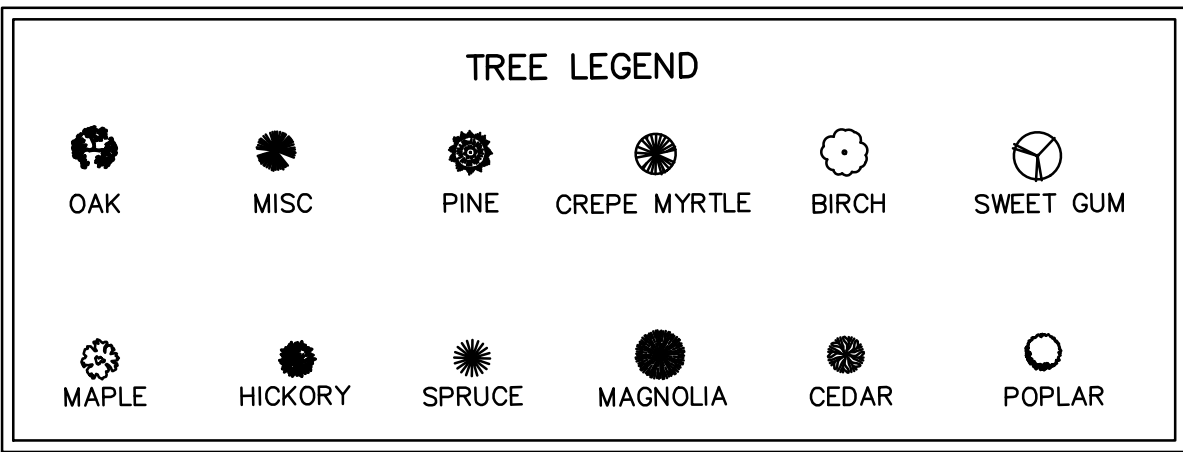
5. THE FIRM OF HAYES, JAMES AND ASSOCIATES, INC. DOES NOT CERTIFY TO THE ACCURACY OR THE LOCATION OF ANY UNDERGROUND UTILITIES EITHER SHOWN OR NOT SHOWN HEREON. THE UTILITIES PROTECTION CENTER TYPICALLY WILL NOT LOCATE BURIED UTILITIES FOR SURVEY PURPOSES. A PRIVATE UTILITY LOCATION MAY BE EMPLOYED TO MARK UTILITIES AND THESE MARKINGS MAY BE SURVEYED AND PLOTTED ON THE FACE OF THE SURVEY PLAT IF REQUESTED AT ADDITIONAL COST TO THE CLIENT, HOWEVER LOCATIONS OF UTILITIES CANNOT BE VERIFIED OR CERTIFIED TO, WITHOUT EXCAVATION.

6. THIS PLAT WAS PREPARED AND CERTIFIED FOR THE INDIVIDUAL, INDIVIDUALS OR GROUP LISTED ON THIS DOCUMENT. THE CERTIFICATION DOES NOT EXTEND TO OTHER INDIVIDUALS OR GROUPS WITHOUT RECERTIFICATION BY THE SURVEYOR OF RECORD LISTING NEW OR ADDITIONAL INDIVIDUALS OR GROUPS.

7. CERTIFICATION DOES NOT EXTEND TO MATTERS OF TITLE, DEEDS AND PLATS REFERENCED HEREON WERE USED AS EVIDENCE OF PROPERTY LINE LOCATIONS. THESE REFERENCED INSTRUMENTS DO NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION.

8. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 71,635 FEET.

9. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN UNADJUSTED CLOSURE OF ONE FOOT IN 15,642 FEET. THE UNADJUSTED ANGULAR ERROR OF TWO SECONDS. THIS SURVEY WAS ADJUSTED USING A LEAST SQUARES ADJUSTMENT.



Line Table		
Line No.	Direction	Length
L1	N45°52'17"W	12.31
L2	N58°03'10"W	14.24
L3	N31°17'20"E	5.64
L4	N48°51'39"E	19.52
L5	N54°53'42"W	90.46

CONTAINS 0.631 ACRE
BEING 27,495 SQUARE FEET

SURVEYORS CERTIFICATION

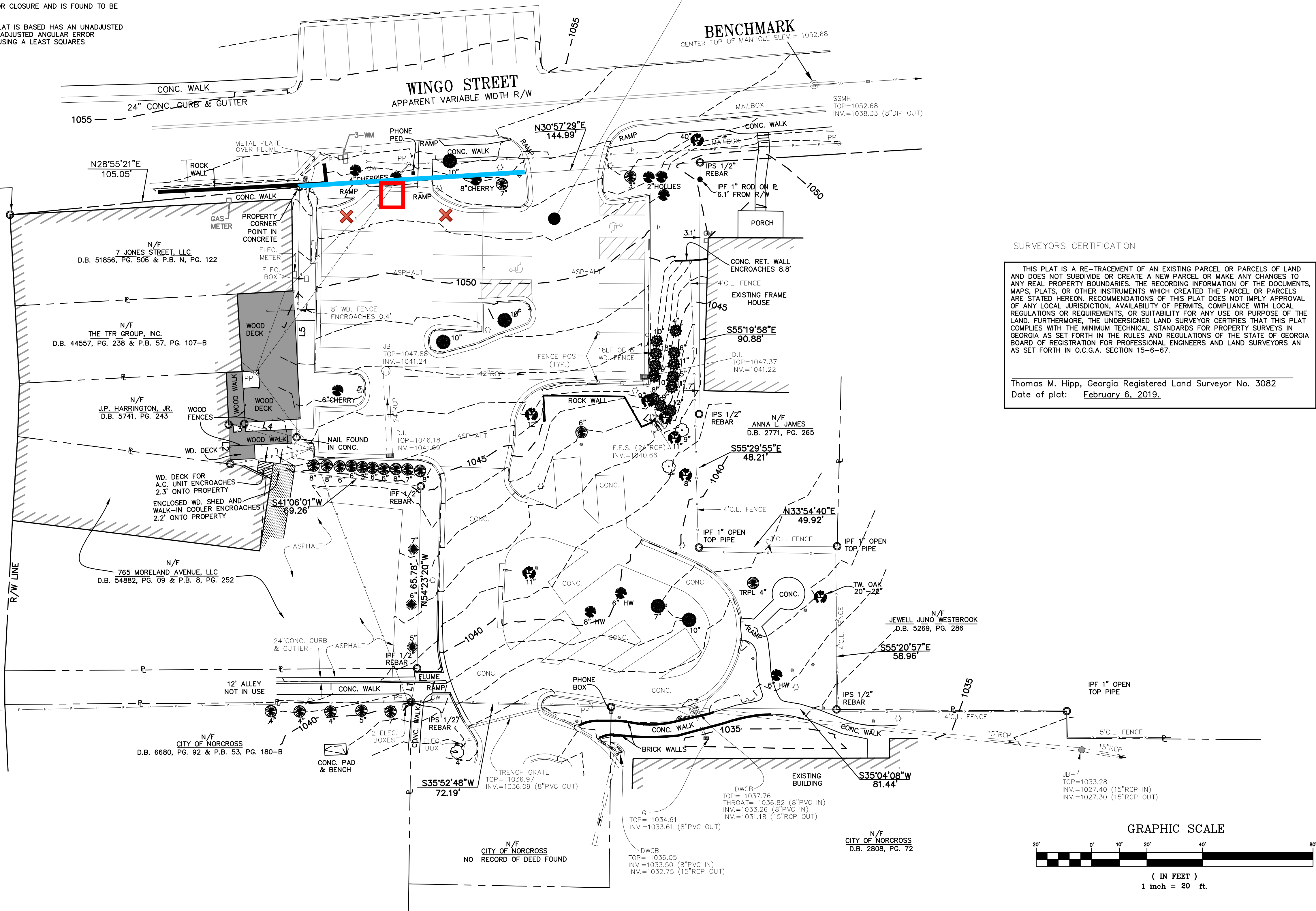
THIS PLAT IS A RE-TRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECOMMENDATIONS OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE STATE OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Thomas M. Hipp, Georgia Registered Land Surveyor No. 3082
Date of plat: February 6, 2019.

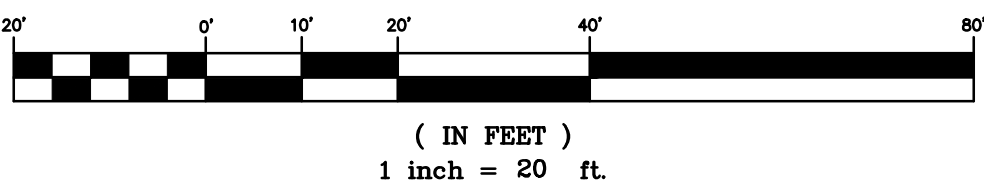
LEGEND

IPF = IRON PIN FOUND
IPF = IRON PIN SET
R/W = RIGHT OF WAY
LLL = LAND LOT LINE
C/L = CENTERLINE
P.L. = PROPERTY LINE
P.C. = PROPERTY CORNER
B/L = BUILDING LINE
R = RADIUS
G = GAS LINE
W = WATER LINE
T = TELEPHONE LINE
P = POWER LINE
S = SANITARY SEWER LINE
SS = STORM SEWER LINE
SSE = SANITARY SEWER EASEMENT
MH = MANHOLE
WV = WATER VALVE
F.H. = FIRE HYDRANT
GM = GAS METER
WM = WATER METER
GI = GRATE INLET
DI = DROP INLET
CB = CATCH BASIN
HW = HEADWALL
JB = JUNCTION BOX
DE = DRAINAGE EASEMENT
CO = CLEAN OUT
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE PIPE
CAAP = CORRUGATED ALUMINUM ALLOY PIPE
HC = HANDICAP
C & G = CURB AND GUTTER
F.I.R.M. = FEDERAL INSURANCE RATE MAP
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
S/W = SIDEWALK
A.K.A. = ALSO KNOWN AS
LP = LIGHT POLE
ESMT = EASEMENT
GMD = GA. MILITIA DISTRICT
P.B. = PLAT BOOK
D.B. = DEED BOOK
PG. = PAGE
B & D = BEARING & DISTANCE
ETB = ELECTRIC TRANSFORMER BOX
N/F = NOW OR FORMERLY
G.P.S. = GLOBAL POSITIONING SYSTEM
[232] = ADDRESS
[] = LANDSCAPE LIGHT
[] = LIGHT POLE
[] = SIGN
[] = TELEPHONE BOX

JONES STREET
APPARENT VARIABLE WIDTH R/W



GRAPHIC SCALE



BOUNDARY AND TOPOGRAPHIC SURVEY
FOR
THE CITY OF NORCROSS, GEORGIA

PROJECT LOCATION

Land Lot: 254
District: 6th
City: Norcross
County: Gwinnett
State: Georgia

Project No. 18-092-C

Drawn By: TH
Tax Parcels: 6254 248 & 6254 195
Scale: 1"= 20'
Date: February 6, 2019

NO.	REVISIONS	DATE	BY	APPROVED
1	REVISION E ON DROP INLET	3/10/19	SMH	

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Sheet Number

1 of 1



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5673	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Policy Work Session
Title:	Reconstruction of the Boards, Commissions, and Authorities Policies and Procedures		

Sponsors:

Code Sections:

Attachments:

1. [2020 BCA Reconstruction Outline](#)
2. [2020 BCA Manual \(Updated 9.3.20\)](#)
3. [2020 BCA Chart](#)
4. [2020 BCA Oath of Office](#)

Title

Reconstruction of the Boards, Commissions, and Authorities Policies and Procedures

Drafter

Monique Lang/ Tracy Rye/ Shayla Royal

Motion

A motion to Approve/Deny the proposed polices and procedures manual for City of Norcross Boards, Commissions, and Authorities.

Board Reconstruction Outline

Updated May 8, 2020

Next Scheduled Meeting: TBD



L.4.a

The following is an outline of essential components, created by staff, to be considered and incorporated in the board reconstruction process.

1. Application Process
 - a. Update Application
 - b. Candidates may choose up to (2) boards
 - c. Relative experience and skills
 - d. Time and availability
2. Board Interviews Process
 - a. 1 Review Panel (4 People)
 - i. Staff (1)
 - ii. BCA Chair (1)
 - iii. Councilmember (2)
3. Selection Process
 - a. Background check on selected candidates
 1. What are other cities doing? (Tracy)
 - a. Majority do not require, but agree that it is a good idea.
 2. Written policies
 - b. BCA member photos
4. BCA Member Swear-In
 - a. Oath of Office
 - b. Newly selected BCA members will be sworn-in by Mayor
5. BCA Meeting Structure
 - a. Each BCA may consist of a chair, vice chair, and (1) delegated staff member
6. BCA Appointments
 - a. Competitive Term Limits
7. BCA Member Training
 - a. Date: TBD (Exploring alternative delivery methods)
 - b. Facilitated by Tracy Rye
 - c. Orientation Packet
 - d. Record training (Zoom)
8. Mayor & Council Key Priorities (Annual Retreat)
 - a. Create a priorities list
 - i. Staff will generate list of priorities and put into excel document
 - ii. Council will weigh in and add priorities
9. BCA Chair Meeting
 - a. Twice per year
10. BCA Applicant Flow Log
 - a. Excel spreadsheet of applicants



BOARDS, COMMISSIONS, & AUTHORITIES MANUAL

City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

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INTRODUCTION

Congratulations on your appointment as a City of Norcross Board, Commission, or Authority (BCA) member. The City Council has established a number of Boards and Commissions, and activated important state authorized Authorities to review various areas of city programs, address community needs, facilitate economic development and encourage public input. Individuals who serve on a city BCA play an essential role in assisting the Mayor and Council with creating projects and plans that serve the purpose of enhancing the quality of life for those who live, work and play in the City while preserving the uniqueness it possesses.

BCA members are required to abide by the laws and procedures that govern meetings. Compliance is necessary to ensure that their work is as effective and productive as possible.

This handbook has been created to provide new, as well as current, BCA members with a general knowledge of policies, guidelines, and responsibilities along with a general overview of essential information to aid in the understanding of the functions of each respective BCA.

On behalf of the Mayor and City Council, thank you for lending your passion, intellect, and experience to the BCA for which you have so generously chosen to serve. Your service, contribution, and commitment to the City of Norcross are greatly appreciated. Should you have any questions, please feel free to contact the Office of the City Clerk 678-421-2042.

MISSION STATEMENT

To provide board, commission, and authority members with a general knowledge of policies, guidelines, and responsibilities to aid in the understanding of the functions of BCA's, to transform imagination, passion, expertise, and creativity into actions that bring about progressive transformation in the City of Norcross.

GOVERNMENTAL ORGANIZATION

The primary policy-making body of the City of Norcross is the Mayor and Council. As the legislative body, they are responsible for the passage of legislation and the overall direction of the City. The Mayor and Council authorizes all Boards and Commissions, and activates all Authorities and appointments to each.

The City of Norcross, by City Charter, operates under the Council-Manager form of government. Under this form of government, the City Manager serves as the chief administrative officer of the City. The City Manager is responsible for the day-to-day operations of the City, as well as the overview and assignment of city staff. It is the job of the City Manager to carry out the policies adopted by the Mayor and Council. As an administration, the City Manager, and by extension, city staff members, provide assistance and expertise to BCA's. While BCA members can expect to work closely with city staff, it is essential to note that City staff reports to the City Manager, and the City Manager reports to the Mayor and Council.

ABOUT BCA'S

BCA's serve an essential function within the City of Norcross. Boards and Commissions act as advisory and regulatory bodies responsible for assisting the Mayor and Council with areas or issues of importance. Authorities may be used as a mechanism to enhance the city's economic growth and development. BCA's provide valuable insight to both City policymakers and administrators.

BOARDS

A board is a formal committee with structure, duties, and powers established by ordinance. A board usually performs a quasi-judicial or adjudicative function to include public hearings or determining regulation.

COMMISSIONS

Commissions are formal, standing committees with structure, duties, and powers established by ordinance. The commission may make recommendations for changes in public policy, study or investigate a particular problem or event, or perform a specific duty. A commission often has an administrative or functional responsibility and may hold hearings, conduct research, analyze data, investigate policy areas, and/or make field visits as they perform their duties.

AUTHORITIES

Authorities are alternate units of government created by the state and activated by local government to accomplish specific objectives, projects, or missions for public purposes and interest, rather than through direct action of municipalities.

Although the governing body plays a role in activating an authority and appointing the members of its board, the Authority is an independent agency of the state. It possesses all the powers necessary for it to carry out its purpose, including the authority to incur debt, own property, and finance its activities enter into contracts and intergovernmental agreements; and issue revenue bonds.

THE VALUE OF SERVICE

While service on a BCA involves real work, it is also immeasurably important and rewarding. As a member of a BCA, you will have a chance to influence public policy through your knowledge and experience to make recommendations to the Mayor and Council and gain a better understanding of the issues facing the City. As a BCA member, you will also have the chance to interact with other citizens regarding important matters, participate in and gain new insights into the public policy process, and give back to the community by using your time and talent to make the City of Norcross a happier, safer, and more progressive community.

TYPES OF BCA'S

Two major types of BCA's exist in Norcross. The first and more formal of these types is the standing BCA. These groups are created and authorized by either state statute or municipal ordinance. Boards and Commissions work to provide the Mayor and Council with in-depth advice on a variety of topics and/or to research particular issues and gather public input. Authorities function according to state statute and in partnership with the Mayor and Council to revitalize and redevelop identified areas within the city. These standing BCA's serve the City long-term and rotate membership based on terms of service outlined in their authorizing legislation and by-laws.

The majority of these standing BCA's are comprised of citizens appointed to serve by the Mayor and Council. Sometimes these groups will have an appointed Councilmember providing a link between the BCA and the Mayor and Council. A City staff liaison may be assigned to work with a particular BCA on an as needed basis.

The second form of BCA is temporary or ad-hoc. These BCA's will often serve similar advisory or information-gathering roles as the standing BCA but on issues or areas less permanent in nature. While these BCA's have authorizing legislation to guide their purpose, they rarely will have formal by-laws.

BCA ROLES AND RESPONSIBILITIES

Boards and Commissions, by virtue of their authorizing statutes, will typically take on one of two roles, each of which has its own level of authority and responsibility.

Regulatory and Adjudicatory Boards and Commissions, such as the Zoning Board of Appeals, Architectural Review Board, and Historic Preservation Commission, are granted direct authority over narrow policy areas or the authority to make binding determinations on questions brought before them. While appointed by the Mayor and Council, they have authority to make decisions independent of the Council. These BCA's may also provide an advisory role to the Mayor and Council on specific issues.

Advisory Boards and Commissions, the second type of role, serve the Mayor and Council by providing them with the input and insight of their members, holding meetings and gathering input from the general public, providing evaluations of programs, making recommendations, and giving other assistance and information as requested by the Mayor and Council.

Authorities are governed by state statute and may enhance economic development and community revitalization. Their value lies in their ability to function with economic development powers that governments do not possess.

It is vital for both Regulatory and Adjudicatory as well as Advisory Boards and Commissions to remember that while they have an important role in the governmental system, they are concentrated in duty, scope, and authority. The scope of a BCA's responsibilities is tied to the authorizing statute under which it was created, which amounts to a mission statement handed down from the Mayor and Council. Boards and Commissions may only discuss and make recommendations or decisions on topics within this area, and they cannot unilaterally make policy decisions or direct city staff.

The powers granted to an Authority are established by state law. In addition, there are locally established by-laws that define their processes. The Mayor and Council activate the authority and appoints the authority's directors. The common denominator for everyone is the health and prosperity of the city. To that end, a good partnership is essential.

BOARDS OR COMMISSIONS RECOMMENDATIONS

One critical role of a Board or Commission is to make recommendations to the Mayor and Council. In making these recommendations, several factors must be considered:

- Members should take care that deliberations include thorough research and review of all alternatives on an issue prior to making a recommendation.
- Recommendations to the Mayor and Council should reflect the consensus or majority position of the entire Board or Commission and not the opinion of a single member or minority.
- Recommendations should reflect a consensus position not only based on the deliberations of the Board or Commission but also reflecting any public input received.
- Any written report that accompanies a recommendation should be formally typed and delivered to the assigned city staff to be added to the agenda before the next Council meeting.
- A member of the Board or Commission and/or the staff liaison should attend the Mayor and Council meeting at which the recommendations are presented in order to answer questions.

- When appropriate, Boards or Commissions will rely on the City's adopted development plans, ordinances, and standards when providing a recommendation to the Mayor and Council.

KEYS TO BECOMING AN EFFECTIVE BCA MEMBER

Like any endeavor, serving as a BCA member requires you to put in time and effort. The following behaviors can guide you in becoming a more effective member of your BCA:

- **Be familiar with the by-laws, and other critical documents of your particular BCA.** These documents provide information on the mission and scope of your group as well as how it should operate.
- **Review the Open Meetings Act.** This legislation will guide how your group can meet and the steps needed to comply with State law. (For more in-depth information about the Open Meetings Act and Georgia Sunshine Laws, see page #8.)
- **Attend meetings and come prepared.** BCA's prepare an agenda prior to each meeting as well as provide related materials. Each BCA member is expected to go to each meeting prepared to discuss the relevant issues, having reviewed any provided documentation. It is beneficial to arrive at meetings on time and with an open mind so that the meeting will be conducted in an efficient, professional, and unbiased manner.
- **Remember, you are a member of a team.** The authority of the BCA comes from the entire group. The decisions made must be of a consensus or majority ruled nature. There may be a time at which your personal view is not that of the BCA as a whole. In these cases, remember to work as a member of the group and represent your personal views only when it is clear that they are personal and not reflective of the entire BCA.

POLICIES AND PROCEDURES

APPLYING TO A BCA

Twice a year, in April and October, the City will issue a call for persons interested in serving on a BCA. Vacancies will be advertised by city staff on the City's website, in the local newsletter, and on social media outlets. Should there be a lack of applications; an additional call for applicants will be issued.

Individuals interested in serving on a City BCA must complete the "City of Norcross Boards, Commissions, & Authorities Application," indicating which BCA they are applying for, limited to the applicant's top two BCA choices. This application can be obtained from the City's website and returned to the City Clerk's office upon completion. The application will be held on file by the Clerk for two years and will be considered by the City Council if an opening in the applicable BCA becomes available.

Eligibility to apply and serve on a BCA varies based on their authorizing legislation. Several BCA's require that a majority of their members reside in the City of Norcross and/or hold specific professional backgrounds; See the BCA list for the eligibility requirements of a particular BCA.

APPOINTMENT PROCESS

Upon notification of a BCA opening or BCA resignation, a notice will be posted on the City's website, newsletter, and social media outlets. The City Clerk's Office gathers new applications and contacts all the applicants of previously submitted applications to confirm their interest in serving on that BCA. After collecting and verifying the applications, the City Clerk will forward them to the Board Chair, who will evaluate all applications for consistency with requirements for appointment. Members of the Mayor and Council, the Board Chair or an appointee of the board, and staff liaison will interview the qualified applicants.

With some exceptions, representatives to all BCA's are regularly appointed in June and December. Special appointments take place following a resignation. The City Clerk's office will send a letter of appreciation and acknowledgment of the term of service to the outgoing BCA member and a notice to the newly appointed BCA member.

BACKGROUND CHECK

The City of Norcross will conduct a Criminal Background Check prior to the appointment to a BCA.

OATH OF OFFICE

Before new BCA members can participate as voting members, an official Oath of Office must be taken. The swearing-in ceremony will take place at the next Regular Council Meeting. Newly appointed members will be sworn in by the Mayor or Mayor Pro Tem.

TERM OF SERVICE

Each BCA may have different terms of service based on their authorizing legislation. Typically, each BCA member will serve a **four-year term** except for any terms defined by state statute; please see the BCA chart in the appendix for the term of service for a BCA.

REAPPOINTMENT PROCESS

All interested BCA members whose terms are set to expire must complete a "City of Norcross Reappointment Application." The application will confirm the BCA member's interest to continue service. Reappointments are not automatic. The Review Panel will evaluate all applications for consistency with requirements for appointment, arrange and participate in initial interviews and forward qualifying applications to Mayor and Council for review.

RESIGNATION

Any BCA members that intend to resign must forward a letter to their BCA chair, who will then forward that letter to the City Clerk. The resignation letter will then be forwarded to the Mayor and Council for their acceptance. If a BCA member resigns before their term expires, a replacement member will be appointed via the process listed above to serve the remainder of the unexpired term. If the term is set to expire in less than six months, the applicant will be appointed for the remainder of the unexpired term as well as appointment for the following term.

STRUCTURE OF BCA'S

Most BCA's are structured to consist of a chair, vice-chair, and its members. Once a year, the BCA will elect its officers. For most BCA's this will include the election of a chair and vice-chair, while some BCA's will elect secretaries and other officers as outlined in their by-laws.

BCA CHAIRPERSON

The Chair of a BCA maintains his or her status as a voting member and takes on additional duties. These include but are not limited to:

- May assist staff in preparing meeting agendas
- Preside at all meetings of the BCA
- Serve as the contact person for staff liaison to the BCA
- Keep BCA discussions on topic
- Ensure all points of discussion are clear and understood
- Minimize conflict and develop BCA consensus
- Summarize discussion and clarify what decisions were made
- Ensure all individuals (BCA members and citizens) are given a chance to speak

The Chair of a BCA is also usually the representative at the City Mayor & Council meetings when a recommendation or report is made unless represented by a staff liaison. This is not a formal duty of the Chair, but he or she will sometimes fulfill it.

Where applicable, in the absence of the Chair, the vice-chair will assume all the rights and privileges of the Chair and will perform the Chair's duties so long as such absence shall continue.

CITY STAFF LIAISON

Assigned by the City Manager, most BCA's will have a City staff liaison who, in either a formal or informal capacity, serve as the staff point of contact for the BCA. The role of the staff liaison is to aid and provide support to the BCA in fulfilling their duties by assisting with their training and experience in local government operation and their functional area on an as need basis. Duties may include:

- Attending meetings of the BCA (when necessary)
- Assisting in the preparation of meeting agendas and/or minutes
- Arranging times and locations for BCA meetings (if needed)
- Researching issues and preparing reports for the BCA
- Disseminating information to BCA members
- Ensuring compliance with Open Meetings/Open Records Act
- Serving as a point of contact between BCA and City staff
- Ensuring reports to the Mayor and Council are reflective of BCA consensus
- When necessary providing alternate reports to Mayor and Council as a staff recommendation.

While BCA's are expected to work closely with the staff liaison, they do not direct the work of staff or assign staff to a task; this authority lies with the City Manager. If a BCA feels they are receiving insufficient staff support, they should contact the City Manager.

MEETING STRUCTURE

The work of a BCA is typically accomplished within the scope of a meeting. Most BCA's have established days and times for which they meet, **while others meet as needed**. BCA's meet in a variety of public locations, typically City Hall or alternative City facilities, to comply with the Open Meetings Act. Please see the BCA list in the appendix for the meeting time and location of a particular BCA.

In addition to regular meetings, there may be occasions where a BCA will need to cancel or postpone a meeting, reschedule an issue for consideration to another meeting, or hold a special meeting to address a pressing issue. In all such cases, the Chair and staff liaison should take care to ensure the requirements of the Open Meetings Act are upheld, and critically affected parties are notified.

ATTENDANCE

Because so much of the work of the Council and the BCA is completed at meetings, attendance is a critical component of a successful BCA. High rates of attendance ensure full discussion of issues and the broadest range of perspectives; these factors lead to more comprehensive and collective recommendations.

Therefore, members of citizen BCA's are expected to attend meetings on a regular basis. If a BCA member is unable to attend a meeting, they should inform the Chair or the City staff liaison. Every quarter, the Chair or secretary of each BCA forwards the attendance record of all members to the City Clerk, who records these records.

In cases where absenteeism is a chronic issue for a particular BCA member, the City Clerk may take steps to contact the individual or Chair to determine if action to remove or replace the member is warranted. If necessary, the City Clerk may then forward this information with a recommendation to the Mayor and Council for their review and possible action. Three unexcused absences in a twelve-month period may constitute sufficient reason for removal by the Mayor and Council of a member with such an attendance record.

BCA Members are expected to make every effort to attend BCA meetings. It is understood that BCA Members may occasionally miss meetings due to circumstances beyond their control such as illness, travel, jury duty, holidays, etc. These will generally be considered "excused" absences. In all cases, BCA Members are expected to notify the BCA Chair of meetings they know they will miss. An excessive number of unexcused absences in a twelve-month period may constitute sufficient reason for removal by the Mayor and Council of a member with such an attendance record.

DECORUM AND RULES OF ORDER

Members of a BCA, by nature of their appointment, are representatives of the City of Norcross and of the Mayor & Council. As such, members are expected to act with respectability and courtesy toward each other, city staff, and members of the public appearing at BCA meetings. In the same manner, members of the staff and public are also expected to follow rules of decorum and order at BCA meetings. City staff is expected at all times to act in a professional manner towards members of the Council, BCA members, and members of the public.

In cases where the behavior at a meeting is outside proper decorum, it is the responsibility of the Chair or staff liaison of the BCA to control the situation and resolve any issues. If the problem is persistent, it is suggested to follow the tips in the "Conflict Resolution and Dealing with the Public" section of the handbook.

Depending on the BCA, rules regarding meeting order may vary from very formal to less formal. The by-laws of the particular BCA should be followed at all times; where the by-laws are not specific or do not exist, guidelines from the Rosenberg's Rules of Order should be followed, to be supplemented as necessary with

BCA custom or common-sense rules of operation. For members of the public or other guests attending a BCA meeting, rules of order may not be known or understood; in these cases, it is appropriate for the Chair or staff liaison to explain how the meeting will proceed.

MEETING AGENDA

An agenda lays out the order of a meeting and which issues will be discussed. The development of the agenda is handled by the staff liaison with assistance from the BCA chair and is prepared in advance of the meeting date. In general, the meeting agendas of BCA should follow the format of the City Mayor and Council agenda.

Once complete, the agenda should be disseminated to the members of the BCA and made available to the public in compliance with the Open Meetings Act. All members of the BCA and the staff liaison may add items to the meeting agenda prior to any formal posting by contacting the Chair or staff liaison. After official posting, the agenda should be considered set, with any changes made adhering to the rules of the Open Meeting Act and BCA by-laws.

PUBLIC COMMENT

In most cases where members of the public have attended to speak on a particular issue, comments should be made during the time that agenda item is discussed. If citizens have attended to make general comments concerning a topic that is not on the agenda, time may be set aside at the beginning of the meeting for this purpose, at the Chair's pleasure. Reasonable time limits may be set for public comments.

QUORUM AND VOTING

A quorum must be present for conducting meetings of the BCA. The Chair must enforce this rule. Any member may raise a point of order directed to the Chair if he believes that a quorum is not present. If, during the course of a meeting, a member leaves and a quorum no longer exists, the meeting cannot continue. If a quorum is not attained within 30 minutes, the Chair, with the approval of the members present, will reschedule the meeting. If the BCA should fail to decide what a quorum should be, then the quorum is a majority of current members.

Passage of a motion requires the affirmative vote of a majority of the members present and voting at a meeting at which a quorum is present. Unless otherwise specified by statute, City Charter or ordinance, a majority means more than half of the members present.

MEETING MINUTES

Meeting minutes for a BCA describe the action and discussion that took place at a given meeting. Minutes are typically taken by a BCA secretary, other members, or the staff liaison. In general, the minutes should include a summary of a discussion and should contain mainly a record of the legislative actions from the meeting. BCA by-laws may provide more specific procedures regarding meeting minutes. Typically, minutes will be approved at the next meeting of the BCA, and any changes should be made in open session with approval of a majority of members. From there, minutes will be handled by the staff liaison, who will see that they are appropriately archived with the City and made available to citizens in compliance with the Open Records Act.

OPEN MEETINGS AND OPEN RECORDS ACT

OPEN MEETINGS

Georgia's laws regarding government meetings and records are commonly referred to as the "sunshine laws." They are designed to provide transparency to the public on how government operates, how decisions are made, how money is spent, etc. As such, they require that the public have notice and access to city meetings and establish procedures for public access to City records.

(3)(A) 'Meeting' means:

- (i) The gathering of a quorum of the members of the **governing body of an agency** at which any official business, policy, or public matter of the agency is formulated, presented, discussed, or voted upon; or
- (ii) The gathering of a quorum of **any committee** of the members of the governing body of an agency or a quorum of any committee created by the governing body at which any official business, policy, or public matter of the committee is formulated, presented, discussed, or voted upon.

O.C.G.A. §50-14-1(a)(3)(A).

The term "agency" is broadly defined in O.C.G.A. § 50-14-1(a) (1) to include the following:

- Every state department, agency, board, bureau, commission, public corporation, and authority;
- Every county, municipal corporation, school district, and other political subdivision;
- Every department, agency, **board**, bureau, **commission**, **authority** and similar body of each county, municipal corporation or other political subdivision of the state;
- Every city, county, regional or other authority established pursuant to state law; and
- Non-profit organizations that receive more than one-third of their funds from a direct allocation of state funds from the governing authority of an agency. All private entities that carry out governmental functions are subject to Open Records provisions of the Sunshine Laws.

Meetings must be open to the public and the press. The public and the media can observe and record the meeting. Members of the public do not have the right to participate in the meeting, just to observe. You can give them the right to participate through public comment. Votes taken in violation of the law are void.

O.C.G.A. § 50-14-1(b), (c).

A notice must be posted at least one week in advance of regular meetings. Post it at the place of the meeting and on your website and let the press know. Special meetings usually require at least 24 hours' notice, though there are unique situations where less than 24 hours' notice is permitted if the circumstances demand it. Immediately give notice to the "legal organ" for meetings that are not regular meetings. Agendas for meetings should be specific enough to advise the public of the matters expected to come before the agency. Topics outside of the agenda can be addressed if they were not anticipated before the meeting.

O.C.G.A. § 50-14-1(d), (e)(1).

Summary minutes, final minutes, and executive session minutes are required for every meeting. That includes committee meetings. Final minutes must state what agency members were present, describe each motion, state who made and seconded a motion, and record all votes. If the vote is not unanimous, the votes of the participants must be recorded. They must also show executive sessions. Executive session minutes are not released to the public. They are used in court if there is a dispute.

O.C.G.A. §§ 50-14-1(e)(2), 50-14-4(a).

Closed meetings may be held with legal counsel to get advice on actual or threatened litigation. If litigation is not involved (or if there is no tangible threat of litigation), then the discussion must be public. The mere presence of legal counsel does not make the executive session proper. The acquisition or disposal or lease of real property may be considered and voted on in the closed session. There must still be a subsequent public vote.

O.C.G.A. § 50-14-2, 50-14-3(a)(5), (b)(1).

Executive sessions shall be permitted for:

“Meetings when discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee or interviewing applicants for the position of the executive head of an agency. This exception shall not apply to the receipt of evidence or when hearing argument on personnel matters, including whether to impose disciplinary action or dismiss a public officer or employee or when considering or discussing matters of policy regarding the employment or hiring practices of the agency. The vote on any matter covered by this paragraph shall be taken in public, and minutes of the meeting, as provided in this chapter, shall be made available. Meetings by an agency to discuss or take action on the filling of a vacancy in the membership of the agency itself shall at all times be open to the public as provided in this chapter.”

O.C.G.A. § 50-14-3(b)(3)

Going into executive session requires a vote. The regular minutes must show the specific reason for closing the meeting, those present, and those voting for closing the meeting.

Going into executive session also requires the Chair to execute an affidavit showing the basis for the executive session and that the closed part of the meeting was limited to these provisions.

The Chair has to keep the meeting limited to the proper purposes of the closed session, and if it is not, to adjourn the closed meeting.

O.C.G.A. § 50-14-4.

OPEN RECORDS

“‘Public record’ means all documents, papers, letters, maps, books, tapes, photographs, computer-based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.”

O.C.G.A. § 50-18-70(b)(2).

Documents must be available within three business days from the request. When some documents are available, and some are not immediate access must be permitted to the available ones. The Open Records Act is a document access statute. It does not require the agency or its staff to answer questions.

When in doubt about what is sought, your staff should confer with the requester.

O.C.G.A. § 50-18-71(a), (b)(1)(A).

When some documents are not available, or the agency estimates it is going to charge more than \$25 to produce the records or there are exceptions the agency relies upon, it must send a letter within three business days from receipt of the request. The three-day letter states:

- When the documents will be available
- An estimate of how much production will cost
- What exceptions the agency relies upon includes citing the specific portions of the law.

O.C.G.A. § 50-18-71(b)(1)(A), (d).

Costs are 10 cents per page if copies are made. Also, the agency may charge for the “search, retrieval, redaction, and production or copying costs for the production of records.” The rate charged for time is “the lowest-paid full-time employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request” with the first 15 minutes free. The agency must “utilize the most economical means reasonably calculated to identify and produce responsive, inclusive documents.”

O.C.G.A. § 50-18-71(c)(1), (2).

The agency must provide access to electronic data it keeps. The proper way to do this is to download the file with the data or to email the data to the requester.

All email and text messages concerning the agency’s business are open. All email and text messages created or kept on the system’s equipment or devices are public.

Only the specific personal information the ORA allows should be redacted.

For all citizens, the following can be redacted:

- social security number
- mother's birth name
- credit card information, debit card information, bank account information, account numbers, utility account numbers, and password used to access accounts
- financial data or information
- insurance or medical information in all records
- unlisted telephone number if so designated in a public record
- personal email address
- cellular telephone number
- day and month of birth
- information regarding public utility, television, Internet, or telephone accounts held by private customers

O.C.G.A. §§ 50-18-72(a)(20).

For public employees, the following can be redacted:

- home address
- home telephone number
- day and month of birth
- social security number
- insurance or medical information
- mother's birth name
- credit card information
- debit card information
- bank account information, account numbers, utility account numbers, passwords used to access accounts,
- financial data or information other than compensation by a government agency
- unlisted telephone number if so designated in a public record
- identity of the public employee's immediate family members or dependents

O.C.G.A. §§ 50-18-72(a)(21).

There's no question that personnel files, with the limited redactions covered above, are open. The following related exceptions exist in the ORA:

“(7) Records consisting of confidential evaluations submitted to, or examinations prepared by, a governmental agency and prepared in connection with the appointment or hiring of a public officer or employee;

“(8) Records consisting of material obtained in investigations related to the suspension, firing, or investigation of complaints against public officers or employees until ten days after the same has been presented to the agency or an officer for action or the investigation is otherwise concluded or terminated, provided that this paragraph shall not be interpreted to make such investigatory records privileged.”

O.C.G.A. §§ 50-18-72(a)(7), (8) (emphasis added).

OTHER ISSUES AND CONSIDERATIONS

TRAINING AND ORIENTATION

City staff will provide all newly appointed members with orientation and training sessions. The orientation and training include a review of enabling legislation for that BCA, Rosenberg's Rules of Order, historical perspectives on work of the BCA, and any other material appropriate to the work of the particular BCA, such as by-laws, the City Charter, traditional practices, etc.

Beyond this initial orientation, BCA members are strongly encouraged and may be required to attend training that enhances their ability to serve effectively. The increasing complexity of municipal operations and the potential for legal challenges to recommendations and decisions made by appointed and elected officials make it increasingly important for members to receive proper training to carry out their roles and responsibilities. All training must be organized and provided by the City or otherwise authorized by City.

The continuing education efforts of all BCA members will be a consideration for reappointment.

CONFLICTS OF INTEREST

Conflict of interest questions arise periodically at all levels of government and can become very complex. Generally, a conflict of interest occurs when you, as a member of a BCA, are slated to vote on a matter:

1. Involving you or a member of your family by blood or marriage.
2. Involving a business owned in whole or part by you or a member of your family by blood or marriage.
3. When the outcome would be economically advantageous to you or a member of your family or to a business owned in whole or in part by you or a member of your family.

In any such case, there is no question that you have a responsibility to disclose this information to the rest of the BCA and to abstain from any discussion or vote on the matter.

All members of a BCA must also be aware of situations in which there is an appearance of a conflict of interest. In some cases, a matter may be pending before the BCA, which will not benefit you or a member of your family in any way, but the public may perceive that a conflict exists. In some cases, an individual's alliance or allegiance to an organization, group, or institution may leave doubt in the public's mind as to that member's ability to make an objective determination. Although there may not be any legal preemption from voting under such circumstances, prudence should prevail.

Openness is generally the best policy. When these issues arise, discuss them openly with the BCA. If you are in doubt, the safest course of action is to abstain from participating in any discussions on that particular issue. Abstention from an issue should include your physically leaving the room when the BCA is meeting during the period the matter is discussed or acted upon. Section 2.14 of the City Charter.

ACCESS TO LEGAL COUNSEL

If legal questions arise that the BCA needs clarification on, the City Attorney is available to provide a legal opinion. Contact with the City Attorney should be arranged through the City Manager and not independently by the BCA. Typically and with very few exceptions an issue may arise during a meeting that requires a legal opinion, decisions on the matter should be held until the next meeting so consultation with the City Attorney can take place.

CONFLICT RESOLUTION

At times, BCAs may be faced with conflicts resulting from particularly complex or controversial issues or problems. The following rules will assist in attaining a productive level of conflict resolution.

CONFLICT BETWEEN ENTITIES

Step 1: When there is a conflict between the bodies, there will be a meeting of the Chairs.

Step 2: If they are unable to resolve the conflict, there will be a meeting scheduled within ten days to bring the bodies together to resolve the dispute.

Step 3: If the conflict is still unresolved, an outside neutral facilitator may be brought in to help.

DEALING WITH THE PUBLIC: HANDLING CITIZEN CONCERNS OR COMPLAINTS

If a BCA member receives a complaint or concern from a citizen, they should first ask if the complaint has been submitted to the appropriate City department. The City has processes in place to handle complaints; therefore, residents should be encouraged to use the procedures established to ensure a timely response that is consistent with policies. Also, making sure that complaints are directed through the appropriate staff person ensures that department heads are aware of ongoing issues or trends that may need attention.

BCA members should be sure not to represent promises or assurances to resolve a complaint. While individual BCA members and the BCA as a whole may take appropriate steps within the scope and power of their mandate, they do not necessarily have the authority to address the citizen's issue or complaint. Initially, not all citizens will understand this and may need to be provided with information on the member or BCA's role. As a rule, all complaints should be referred to the staff liaison who can either handle the complaint or refer it to the City Manager for proper staff assignment.

APPENDIX

LIST OF CITY BCA'S

Architectural Review Board

Discovery Garden Park

Downtown Development Authority

Historic Preservation Commission

Housing Authority

Norcross Public Arts Commission

Planning & Zoning

Sustainable Norcross Commission

Tree Preservation Board

Zoning Board of Appeals

DESCRIPTIONS

Architectural Review Board (ARB)

The Architectural Review Board is responsible for reviewing architectural and landscaping design for all new commercial and multi-family residential projects, major commercial remodels and administrative design review applications while ensuring the preservation of existing areas of natural beauty, cultural importance and assuring that buildings, structures, signs or other developments are in good taste, good design, harmonious with surrounding developments.

Members	5 Members and 1 Staff Liaison
Special Requirement	1 Architect or Engineer
Residency Requirement	Minimum of 3 residents
Term	3 Years
Meeting Date & Time	3rd Tuesday of the month, 6:00 pm
Meeting Place	City Hall, Second Floor Conference Room

Discovery Garden Park (DGP)

The Discovery Garden Park Commission serves for the purpose of enriching our community through the discovery, enjoyment, and celebration of the natural world that sustains us and inspires life-long curiosity, understanding, and appreciation of nature through gardening, education, and demonstration.

Members	7 Members
Residency Requirement	Minimum of 4 residents
Term	2 Years (Determined by City Code)
Meeting Date & Time	2nd Tuesday of the month, 6:00 pm
Meeting Place	Discovery Garden Park, 189 Lawrenceville Street

Downtown Development Authority (DDA)

The Authority was created to the state and enacted by the city, to promote the economic growth of the downtown area. It collects revenue from all local jurisdictions that levy a tax in the DDA district. The DDA also has the power to assess a tax on the downtown property owners. The Authority works closely with downtown business owners to promote the downtown community.

Members	7 Members, 1 Councilmember, 1 Staff Liaison
Residency Requirement	Directors shall be either a taxpayer residing in the City or an owner or operator of a business located within the downtown development geographic area or a taxpayer residing in the county.
Term	4 years
Meeting Date & Time	1 st Thursday of the month, 6:00 pm
Meeting Place	City Hall, Second Floor Conference Room

DESCRIPTIONS CONTINUED...

Historic Preservation Commission (HPC)

The purpose of the Historic Preservation Commission is to implement the City's historic preservation regulations, which promote the cultural, economic, educational and general welfare of the people of the City and the public generally through the preservation and protection of historically or architecturally worthy structures.

Members	5 Members and 1 Staff Liaison
Residency Requirement	All members shall be residents of the City or the owner of a property in the historic district.
Term	3 years (2-year term limits) O.C.G.A. § 44-10-24
Meeting Date & Time	4th Wednesday of the month (Quarterly), 6:30 pm
Meeting Place	City Hall, Second Floor Conference Room

Norcross Housing Authority (NHA)

The mission of the Housing Authority is to provide safe and sanitary dwelling accommodations in the City of Norcross to persons of low income at rental rates that they can afford.

Members	5 Members
Residency Requirement	No residency requirements
Term	5 years
Meeting Date & Time	Meets when necessary
Meeting Place	Varies

Norcross Public Arts Commission (NPAC)

The mission of the Norcross Public Arts Commission is to cultivate a growing, creative arts community and to promote continuous growth and development of our neighboring cultural resources. NPAC was created by the City Council and is charged with advising Mayor and City Council on policies and issues pertaining to the arts and culture in Norcross. The NPAC also serves as an umbrella organization supporting art and cultural organizations within the City.

Members	7 Members
Residency Requirement	A minimum of four members shall be citizens of the City.
Term	5 years
Meeting Date & Time	4th Tuesday of the month, 6:30 pm
Meeting Place	City Hall, Second Floor Conference Room

Planning & Zoning Board (P&Z)

The mission of the Planning & Zoning Board is to be advisory in nature and view all matters before them in full recognition of the criteria set forth in the city land-use plan. The P&Z Board makes recommendations to the City Council on rezoning applications, special use permits, and changes to the City's Comprehensive Plan and Unified Development Ordinance. The recommendations of the board are not binding, but instead they are meant to allow a full discussion and analysis of a request or project prior to the final decision of the Mayor and Council.

Members	5 Members and 1 Staff Liaison
Residency Requirement	All members shall be residents of the City.
Term	4 years
Meeting Date & Time	1st Wednesday of the month, 6:30 pm
Meeting Place	City Hall, Council Chambers

DESCRIPTIONS CONTINUED...

Sustainable Norcross Commission (SNC)

The purpose of The Sustainable Norcross Commission is to educate the citizens and advise the Mayor and Council regarding sustainability and environmental matters through the development of a city sustainability plan and regular communication.

Members	7 Members and 1 Staff Liaison
Residency Requirement	All members must taxpayer residing in the City or an owner or operator of a business located within the City and a taxpayer residing in the county; or a person having expert qualifications
Term	2 years
Meeting Date & Time	2nd Wednesday of the month, 6:00 pm
Meeting Place	City Hall, 2nd Floor Conference Room

Tree Preservation Board (TPB)

The Tree Preservation Board is established to assist the Community Development Department in interpreting and enforcing the provisions of the Tree Protection, Buffers and Landscape Ordinance in the City's Unified Development Ordinance (Article V, Chapter 200) and to advise the Mayor and City Council on matters pertaining to the preservation of trees and conservation of tree canopy cover within the City.

Members	5 Members and 1 Staff Liaison
Residency Requirement	Residents or property owners of the City, except that up to two members, maybe nonresidents or non-property owners with professional expertise in arboriculture or horticulture or the land development/construction.
Term	3 years
Meeting Date & Time	Bi-monthly, 2nd Wednesday of the month, 10:00 am
Meeting Place	City Hall, 2nd Floor Conference Room

Zoning Board of Appeals (ZBA)

ZBA is charged with hearing variance requests from the Unified Development Ordinance. Some examples of requests typically heard by the board include requests to modify building setback requirements, height limitations, and parking requirements. The board also hears requests for special exception requests and appeals to the interpretation and administration of the Unified Development Ordinance.

Members	5 Members and 1 Staff Liaison
Residency Requirement	Members must reside within the corporate limits of the City.
Term	4 years
Meeting Date & Time	4th Thursday of each month, 6:30 pm
Meeting Place	City Hall, Council Chambers

BOARD	DESCRIPTION	MEMBERS	RESIDENCY REQU.	TERM	MEETING DATE	TIME/LOCATION
Architectural Review Board (ARB)	The Architectural Review Board is an advisory body to the Planning Commission, which is responsible for reviewing architectural and landscaping design for all new commercial and multi-family residential projects, major commercial remodels and administrative design review applications while ensuring the preservation of existing areas of natural beauty, cultural importance and assuring that buildings, structures, signs or other developments are in good taste, good design, harmonious with surrounding developments.	5 Members 1 Councilmember	Minimum of 3 residents.	3 Years Determined by City Code of Ordinance.	3rd Tuesday of the month	6:00 pm City Hall Second floor conference room
Discovery Garden Park (DGP)	The Discovery Garden Park Commission serves for the purpose of enriching our community through the discovery, enjoyment and celebration of the natural world that sustains us and inspires life-long curiosity, understanding, and appreciation of nature through gardening, education and demonstration.	7 Members	A minimum of 4 members shall be citizens of the city.	2 Years Determined by City Code of Ordinance.	2nd Tuesday of the month	6:00 pm Discovery Garden Pa
Downtown Development Authority (DDA)	The Downtown Development Authority supervises the Norcross Downtown Development Authority (DDA). The Authority was created to promote the economic growth of the downtown area. It collects revenue from all local jurisdictions that levy a tax in the DDA district. The DDA also has the power to assess a tax on the downtown property owners. The Authority works closely with downtown business owners to promote the downtown community.	7 Members 1 Councilmember 1 Staff Liaison	Directors shall be either a taxpayer residing in the city or an owner or operator of a business located within the downtown development geographic area or a taxpayer residing in the county.	4 years Determined by State Statute.	1st Thursday of the month	6:00 pm City Hall Second Floor Conference Room
Historic Preservation Commission (HPC)	The purpose of the Historic Preservation Commission is to implement the City’s historic preservation regulations, which promote the cultural, economic, educational and general welfare of the people of the city and of the public generally through the preservation and protection of historically or architecturally worthy structures.	5 Members 1 Staff Liaison	All members shall be residents of the city, or the owner of a property in the historic district. resources.	3 years Determined by State Statute.	4th Wednesday of the month (Quarterly)	6:30 pm City Hall Second Floor Conference Room
Norcross Housing Authority (NHA)	The mission of the Housing Authority is to provide safe and sanitary dwelling accommodations in the City of Norcross to persons of low income at rental rates that they can afford.	5 Members 1 Staff Liaison	No residency requirement.	5 years Determined by State Statute.	Meets when necessary	
Norcross Public Art Commission (NPAC)	The mission of the Norcross Public Arts Commission is to cultivate a growing, creative arts community and to promote continuous growth and development of our neighboring cultural resources. NPAC was created by the City Council and is charged with advising Mayor and City Council on policies and issues pertaining to the arts and culture in Norcross. The NPAC also serves as an umbrella organization supporting art and cultural organizations within the City.	7 Members	A minimum of 4 members shall be citizens of the city.	5 years Determined by City Code of Ordinance.	4th Tuesday of the month	6:30 pm City Hall Second Floor Conference Room
Planning & Zoning Board (P&Z)	The mission of the Planning & Zoning Board is to be advisory in nature and view all matters before them in full recognition of the criteria set forth in the city land use plan. The P&Z Board makes recommendations to the City Council on rezoning applications, special use permits, and changes to the City’s Comprehensive Plan and Unified Development Ordinance. The recommendations of the board are not binding, but rather they are meant to allow a full discussion and analysis of a request or project prior to the final decision of the Mayor and Council.	5 Members 1 Staff Liaison	All members Shall be residents of the city.	4 y e a r s Determined by City Code of Ordinance.	1st Wednesday of the month	6:30 pm City Hall Second Floor Conference Room
Sustainable Norcross Commission (SNC)	The purpose of The Sustainable Norcross Commission is to educate the citizens and advise the mayor and council regarding sustainability and environmental matters through development of a city sustainability plan and regular communication.	7 Members 1 Staff Liaison	A taxpayer residing in the city, or an owner or operator of a business located within the city and a taxpayer residing in the county; or a person having expert qualifications	2 years Determined by City Code of Ordinance.	2nd Wednesday of the month	Site as available
Tree Preservation Board (TPB)	The Tree Preservation Board is established to assist the Community Development Department in interpreting and enforcing the provisions of the Tree Protection, Buffers and Landscape Ordinance in the City’s Unified Development Ordinance (Article V, Chapter 200) and to advise the mayor and City Council on matters pertaining to the preservation of trees and conservation of tree canopy cover within the city.	5 Members 1 Staff Liaison	Residents or property owners of the city, except that up to two members may be nonresidents or non-property owners with professional expertise in arboriculture or horticulture or the land development/construction.	3 years Determined by City Code of Ordinance.	2nd Wednesday of the month (Bi-monthly)	10:00 am City Hall 2nd Floor Conference Room
Zoning Board of Appeals (ZBA)	ZBA is charged with hearing variance requests from the Zoning Ordinance. Some examples of requests typically heard by the board includes requests to modify building setback requirements, height limitations, and parking requirements. The board also hears requests for special exception requests and appeals to the interpretation and administration of the Zoning Ordinance.	5 Members 1 Staff Liaison	Members must reside within the corporate limits of the city.	4 years Determined by City Code of Ordinance.	4th Thursday of each month	6:30 pm City Hall Council Chambers

Attachment: 2020 BCA Chart (20-5673 : Reconstruction of the Boards, Commissions, and Authorities Policies and Procedures)



65 Lawrenceville St. • Norcross, Georgia 30071
Telephone (770)-448-2122 • Fax 770-242-0824
www.norcrossga.net

City of Norcross

Oath of Office

Board, Commission, or Authority Member _____

I, _____ do solemnly swear that I will faithfully and impartially discharge and perform all duties encumbered on me as a member of the City of Norcross _____ Board, Commission, or Authority according to the best of my abilities and understanding and agree to uphold local ordinances, the laws and the Constitution of the State of Georgia and the Constitution of the United States of America, so help me God.



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5827	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Policy Work Session
Title:	Activation of the Norcross Development Authority		

Sponsors:

Code Sections:

Attachments:

1. [Sec. 2-153 Norcross Development Authority Ordinance xx-2020](#)

Title

Activation of the Norcross Development Authority

Drafter

Councilmember Matt Myers/ William Corbin

Motion

A motion to Approve/Deny an amendment to Article V of Chapter 2 of the City Code of Ordinances to add a new Section 2-153 to activate the Norcross Development Authority and to function in conformity with O.C.G.A. § 36-62-1 et seq., the Development Authorities Law 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.

ORDINANCE NO. ____ - 2020

An Amendment to Article V of Chapter 2 of the City Code of Ordinances to add a new Section 2-153 to activate the Norcross Development Authority and to function in conformity with O.C.G.A. § 36-62-1 *et seq.*, the Development Authorities Law, and for the purposes set forth therein, including but not limited to serving and providing investment capital to Low Income Communities or Low Income Persons as those terms are defined in the law and regulations of the Economic Development Administration, HUD, New Markets Tax Credit Program and other federal government programs, and for Other Purposes as Stated Herein:

WHEREAS, on June 1, 2020, the Mayor and Council of the City of Norcross formerly resolved to reactivate the Norcross Development Authority by, subsequent to the approval of said resolution to enact an ordinance to establish the number of members of said authority at seven (7), to establish the qualifications of the members of the board of the Norcross Development Authority, as well as their terms, and for other purposes incidental to the operation and organization of the Norcross Development Authority;

NOW THEREFORE, the Mayor and Council hereby amend Article V of Chapter 2 of the Code of Ordinances of the City of Norcross to add a new Section 2-153 to activate the Norcross Development Authority, as is more particularly set forth below.

An Amendment to the City Code of Ordinances, Article V of Chapter 2, entitled “Boards, Commissions and Authorities.”

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

I. Amendment.

Article V of Chapter 2, entitled “Boards, Commissions and Authorities” of the Code of Ordinances for the City of Norcross, shall be amended by adding a new Sec. 2-153, as follows:

“Sec. 2-153. Norcross Development Authority.

- (a) **Finding of Need and Creation.** There is hereby determined and declared to be a present and future need for a Development Authority to function in the City which shall henceforth be named the Norcross Development Authority and the same shall be and function in conformity with O.C.G.A. § 36-62-1 *et seq.*, the Development Authorities Law.
- (b) **Purpose.** The Authority is created for nonprofit and public purposes as set forth in O.C.G.A. § 36-62-1 *et seq.*, including but not limited to serving and providing investment capital to Low Income Communities or Low Income Persons as those terms are defined in the law and regulations of the Economic Development Administration, HUD, New Markets Tax Credit Program and other federal government programs.
- (c) **Qualifications of Members of the Board of Directors.** The Authority shall consist of a board of directors having seven (7) members. Experience in affordable housing, commercial lending, banking and real estate is desirable but not required. All directors shall be appointed by the Mayor and City Council by resolution as follows:
 - (1) All members shall be taxpayers residing in the municipal corporation for which the authority is created; and
 - (2) One member who is a member of the governing authority of the City of Norcross (i.e., either the Mayor or a City Councilmember).
- (d) **Terms of Office.**
 - (1) The terms of all initial directors appointed pursuant to subsections (c)(1) through (c)(6) shall be four years.
 - (2) At the expiration of the current terms of office of the first four members of the board of directors appointed, the Mayor and City Council shall appoint successors to such members by resolution to serve for initial terms of two years and shall appoint successors to the remaining members of the board for initial terms of four years. Thereafter, the terms of all directors shall be for four years.
 - (3) The term of any member of the board of directors who is also a member of the governing authority of the City of Norcross shall end when such member is no longer the Mayor or a member of the City Council of the City of Norcross. The unexpired term of the member who was a member of governing authority shall be appointed from the currently elected members of the governing authority of the City of Norcross.
 - (4) If, at the end of any term of office of any member of the board of directors, a successor thereto has not been appointed, the member whose term of office has expired shall continue to hold office until his successor is appointed.

- (e) **Quorum.** A majority of the directors shall constitute a quorum, but no action may be taken by the board without the affirmative vote of a majority of the full membership of the board.
- (f) **Election of Officers.** The Board of Directors shall elect one of their members as chairman and another as vice-chairman and shall also elect a secretary-treasurer, whom may be either a member of the board of directors or a City employee designated by the City Manager as administrative staff.
- (g) **Compensation.** Members of the Directors shall not receive a salary, but they may be reimbursed for their expenses.
- (h) **Powers.** The Board of Directors shall organize itself, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law (O.C.G.A. § 36-62-1 et seq.) as it now exists and as it might hereafter be amended or modified.
- (i) **Bylaws.** Board of Directors may make bylaws and regulations for its governance and may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper as provided in O.C.G.A. § 36-62-5(d).
- (j) **Standing Committees.** Two (2) standing committees, the Executive Committee of the Norcross Development Authority and the Loan Administration Committee of the Norcross Development Authority are hereby created with the limitations on their authority set forth below:
 - (1) **Executive Committee.** The chairman, vice-chairman and secretary-treasurer shall form the Executive Committee of the Authority. The members of the Executive Committee shall meet the same organizational and representational requirements of the Board of Directors.
 - a. The Executive Committee shall be empowered solely to make recommendations to the full Board of Directors. The delegation of authority to the Executive Committee shall not relieve the Board of Directors of its responsibilities.
 - b. The Executive Committee shall not have the authority to cause the Treasurer to disburse funds for (1) any single capital or operating expenditure exceeding two thousand dollars (\$2,000.00) which is not provided for in any capital or operating budget or (2) any series of capital or operating expenditures exceeding fifty thousand dollars (\$50,000.00) in a calendar year which are not provided for in any capital or operating budget.
 - (2) **Loan Administration Committee.** The Board shall nominate three (3) of its members as its Loan Administration Committee, including the Chairman and one member with commercial lending experience.

- a. The Loan Administration Committee shall be empowered solely to make recommendations to the full Board of Directors concerning the approval, default or modification of a loan, or other final action concerning a loan and said committee shall in no way diminish the power of the Board of Directors to make such decisions.
 - b. For any loan programs administered by the Norcross Development Authority, the Loan Administration Committee's maximum approval authority is \$50,000.00.
 - c. The Loan Administration Committee's credit approval is limited to \$2,000,000. For loans of \$1 to \$2,000,000 the Loan Administration Committee actions must be ratified by the Board of the Executive Committee prior to debenture closing.
- (k) **Staff Liaison.** The City Manager shall designate one or more City employees to serve as a liaison between the City and the Norcross Development Authority. The duties of Staff Liaison include, but are not limited to, the following functions:
 - (1) Attend Norcross Development Authority board meetings;
 - (2) Communicate with the City Manager, Mayor and City Council members regarding the status of projects and other relevant Norcross Development Authority activities; and
 - (3) Serve as a resource for the Norcross Development Authority regarding potential and ongoing projects that the board chooses to undertake.
- (l) **Attorney for the Authority.** The Mayor and Council do hereby appoint the person who holds the office of City Attorney from time to time and/or the person who holds the office of City Clerk from time to time to act as the hearing officer duly empowered to conduct such public hearings as may be necessary regarding matters involving the Norcross Development Authority, and empowers either of them to take such actions as may be necessary or appropriate in the conduct of such office. The Mayor is authorized to approve the issuance of revenue bonds of the issuer.
- (m) **Advisors to the Authority.** The Mayor and Council may appoint one or more persons as unpaid volunteer advisors to the Authority, who, by virtue of their training and experience may offer suggestions, opinions and advice on particular projects or subject that may be helpful to the Authority. Such Advisors shall not be members of the Board of Directors, shall not be counted as members for the purpose of determining a quorum.
- (n) **Dissolution of the Authority.** The Mayor and Council shall have the power to dissolve the Norcross Development Authority by ordinance, subject to the limitations in O.C.G.A. § 36-62-14.

State law references: Development Authorities Law, O.C.G.A. § 36-62-1 *et seq.*”

II. SEVERABILITY.

In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjunction shall in manner affect the other sections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally part thereof.

III. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

IV. EFFECTIVE DATE.

This Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2020.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5821	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Policy Work Session
Title:	Generator Replacement		

Sponsors:

Code Sections:

Attachments:

1. [Memo - Generator Replacement](#)
2. [EMCP 4.2 Control Panel Retrofit](#)
3. [EMCP 4.2B UPGRADE DOOR KIT](#)
4. [Rental Quote - EMCP and CDVR Upgrade](#)

Title

Generator Replacement

Drafter

Mary Beth Bender

Motion

A motion to Approve/Deny a request to withdraw funds from the MEAG Trust for the purpose of replacing the control panel and associated components for the generator at City Hall and to move forward with a service agreement with Yancey Power Systems at a project cost of \$30,488.00 for the control panel and generator rental.



MARY BETH BENDER, ASSISTANT CITY MANAGER
DIRECTOR
PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender

DATE: July 22, 2020

SUBJECT: City Hall Generator

CC: Rudolph Smith

Presented By: Mary Beth Bender, Director, Public Works, Utilities & Parks

Project Description

Public Works, Utilities & Parks is seeking approval to request funds from the MEAG Trust for the purpose of replacing the control panel and associated components for the generator at City Hall. The existing generator is 20 years old with a typical life expectancy of 15-20 years. We would like to move forward with Yancey Power Systems for the control panel replacement, generator rental (during installation), and a service agreement.

It is becoming more difficult to find replacement parts, creating downtime and impacting services at City Hall, including Communications (Police Dispatch phones, radios & computers).

Staff Recommendation: Move forward with Yancey Power Systems

Funding Source: MEAG Trust

Project Cost: \$30,488.00 (control panel/rental)

METHOD OF PROCEDURE

EMCP 4.2 Control Panel Retrofit

1. Preparation

- 1.1 Take genset out of service at the switchgear / or disable transfer at ATS. Turn control panel to OFF. Perform other procedures to remove genset from service as applicable to application and site policy.
- 1.2 Review programming of existing panel, record all parameters that are not at default values. Record engine hours and KW hours as applicable.
- 1.3 Connect to engine with Cat ET, verify that no faults are present. Download ECM replacement file.
- 1.4 Remove covers as needed to access interconnect wiring. Inspect wiring and terminals to determine accessories and customer connections specific to the application.
- 1.5 Disable battery charger. Disconnect batteries. Lockout and tagout as per Yancey and site policies.

2. Removal of existing control panel

- 2.1 Determine which control panel box components will not be used by the new controller (e.g. AC transformer box), disconnect and remove those components.
- 2.2 Disconnect 40 pin connector from controller. Disconnect wiring from control box to door, labeling as needed.
- 2.3 Remove door. Identify wires in 40 pin connector, disconnect and label those that will be used in new controller. Discard connector and unneeded wiring.
- 2.4 Identify low coolant level switch compatibility, replace if needed.

3. Install new control panel

- 3.1 Determine location and configuration of new terminal strip(s). Assemble and install terminal strip(s). Connect existing wiring to terminal strip(s).
- 3.2 Run a CAN wire from 70 pin engine harness connector to control panel and connect.
- 3.3 Determine if any wiring or components on the new door are not needed, remove unneeded components from door and plug any unused holes in the door.

3.4 Install new control panel door onto box. Connect wiring from door to control box terminal strips and components.

4. Configure new controller

4.1 With fuse F1 removed from the circuit, check resistance from battery positive to battery negative on terminal strip for short circuit. Troubleshoot and correct if needed.

4.2 Install fuse F1 into circuit. Recheck for short circuit. Troubleshoot and correct if needed. Remove F1 from circuit. Disable starter motor by opening engine mounted circuit breaker.

4.3 Reconnect batteries, energize battery charger and verify operation.

4.4 Install fuse F1 into circuit. Verify that controller powers up.

4.5 Connect to controller with Cat ET. Verify that the controller is loaded with the latest flash file (firmware). Update if needed.

4.6 Set controller parameters as needed for the specific genset and application including those parameters recorded from the old controller (step 1.2). Set low coolant level to alarm.

4.7 Review event log for unexpected alarms. Troubleshoot and correct as needed.

4.8 With control panel in STOP, jumper autostart contacts at generator terminal strip. Check I/O status screen on EMCP to verify autostart input.

4.9 Connect Cat ET to engine ECM. Verify that all personnel are clear of the engine and aware. Verify throttle position signal and desired engine speed. Put EMCP into RUN, verify run signal at engine ECM. Monitor and verify relay outputs at the EMCP screen.

4.10 Press emergency stop button, verify emergency stop at EMCP and at engine ECM. Put EMCP into STOP and reset emergency stop, verify reset at EMCP and engine ECM.

5. Startup and testing

5.1 Reinstall all covers that will not hinder testing. Verify that all personnel are clear of the engine and aware that testing is to begin.

5.2 Enable starter by closing engine mounted circuit breaker. Put EMCP into RUN while observing speed and voltage. Verify speed and voltage metering. Verify coolant temperature and oil pressure readings. Verify low coolant level alarm.

5.3 Press emergency stop to verify engine shutdown.

5.4 Program low coolant level to shutdown if desired by customer.

5.5 Reset emergency stop. Verify all alarms and shutdowns as applicable. Verify speed and voltage control and manual start from the switchgear.

5.6 Perform other testing as allowed or required by the customer.

6. Post-installation

6.1 Program engine hours and KW hours to values from old controller. Program EMCP with genset package serial number.

6.2 Download ECM replacement file and Product Status Report from EMCP. Copy to flash drive and leave inside the control box along with pertinent paperwork. Upload copies to Yancey server as work order attachments. Provide copies to customer if desired.

6.3 Reinstall all covers. Clean up site.

6.4 Verify that unit is in auto and that battery charger and jacket water heater are energized unless otherwise directed by customer.

CITY OF NORCROSS
65 LAWRENCVILLE ST
NORCROSS, 30071

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
069036	87998	7/15/2020	MARY BETH BENDER
PHONE NO.	FAX NO.	EMAIL	
6784212000		mbender@norcrossga.net	
MODEL	MAKE		SERIAL NO.
3456	AA		0CCB00428
UNIT NO.	HOURS	WO NO.	P.O. NO.
	600		
ESTIMATE DESCRIPTION: EMCP 4.2B UPGRADE DOOR KIT			

SEGMENT: 01

ESTIMATE TO UPDATE FAILED, OBSOLETE EMCP
CONTROLS TO CURRENT EMCP 4.2B CONTROLLER USING
YANCEY 38"X12" DOOR KIT.

CITY OF NORCROSS 911

- ONE CAT RS-485 REMOTE ANNUNCIATOR PER UNIT
WIRING IS ASSUMED TO BE ABLE TO BE REUSED WITH
NEW PANEL. IF NEW WIRES ARE REQUIRED, THEY ARE
THE RESPONSIBILITY OF THE CUSTOMER.
- THIS PROPOSAL WILL REQUIRE THE EXISTING CONTROL
PANEL DOOR TO BE REMOVED AND REPLACED. THIS WILL
ENTAIL THE GENERATOR BEING DOWN AND OUT OF
SERVICE FOR UP TO 48 HOURS.
- NO RENTAL GENERATOR IS INCLUDED IN THIS PROPOSAL
- 1-2 WEEK LEAD TIME FOR PARTS FROM TIME OF
ACCEPTED ORDER.MAY BE IMPROVED UPON ORDER
- INCLUDES ONE CDVR UPGRADE KIT DUE TO
OBSCOLESCENCE OF EXISTING, FAILED AVR.

THIS ESTIMATE IS BASED ON WORK BEING PERFORMED
DURING YANCEY POWER SYSTEMS NORMAL BUSINESS HOURS
MONDAY THRU FRIDAY 8AM TO 4:30PM

THIS ESTIMATE IS A GOOD FAITH ESTIMATE BASED ON
THE CONDITION OF THE EQUIPMENT AT THE TIME OF
INSPECTION. ANY PARTS AND LABOR OUTSIDE OF THE
ESTIMATED CHARGES WILL BE BILLED IN ADDITION TO
THE ESTIMATE CHARGES. CUSTOMER WILL BE NOTIFIED
DURING REPAIR IF ADDITIONAL WORK IS NECESSARY.
YANCEY WARRANTY FOR LABOR WORK PERFORMED IS THREE
(3) MONTHS OR 100 RUN HOURS, WHICHEVER COME FIRST.

Segment 01 Total: 22,424.08

Total Segments: 22,424.08

SUB TOTAL (BEFORE TAXES)

22,4

L.6.c

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30
- Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME: _____ *from start date*
"The signature is an authorization to proceed with the required repair work as described within the quote"

Issued PO#: _____ **Authorized Name:** _____ **Please Print**

Date: ____/____/____.

Signature

Any questions? Please call Beth Tower at Office: 678-386-7953 Mobile: 678-386-7953 Fax: 770-941-7035 Branch:

Attachment: EMCP 4.2B UPGRADE DOOR KIT (20-5821 : Generator Replacement)



Rental Quote

Quote Q11428

L.6.d

259 LEE INDUSTRIAL BLVD., AUSTELL, GA 30168
AUSTELL ENGINE 770-941-2424

PO #:
Date Out: **07/15/2020 Wed 02:50 PM**
Est. Date In: **08/12/2020 Wed 02:50 PM**
Delivery Date: **07/15/2020 Wed 08:00 AM**

Bill to: **CITY OF NORCROSS**
65 LAWRENCVILLE ST
NORCROSS,, GA 30071

Jobsite: **CITY OF NORCROSS**
Contact: **ROB**
Phone: **404-803-5585**
CITY OF NORCROSS
65 LAWRENCVILLE ST
NORCROSS, GA

Customer: **069036**

Written By: **Drew Eckford**
Sales Rep: **MARKETING**

Signed By:
Order By: **BETH TOWER**

QTY	DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

1.	600-0500 500KW GENERATOR	\$760.00	\$2,308.00	\$6,800.00	6,80
8.	ID:6009000 SERIAL:6009000 MODEL:4/0 CABLE 4/0 CABLE - 50FT	\$6.30	\$17.50	\$52.50	42
8.	ID:600-9030 SERIAL:600-9030 MODEL:F / TAI 4/0 CAMLOCK TAIL - FEMALE	\$0.00	\$0.00	\$0.00	
8.	ID:600-9035 SERIAL:600-9035 MODEL:M / TAI 4/0 CAMLOCK TAIL - MALE	\$0.00	\$0.00	\$0.00	

Miscellaneous Items

0	ENVIRONMENTAL		2.00 %		14
1	RENTAL DELIVERY		350.00		35
1	RENTAL DELIVERY		350.00		35

THANK YOU FOR CHOOSING YANCEY POWER SYSTEMS
FOR ALL YOUR RENTAL NEEDS.

Total: **8,064**

MAINTENANCE AND REPAIRS

Customer is responsible for daily maintenance, keys and damage to tires, and undercarriage. Any damages to the Equipment or accessories incurred in operation, transportation, or other use of the Equipment, whether due to abuse, negligence or misuse, will be charged to the Customer.

DAMAGES

Customer assumes all risk of loss or damage and agrees to pay YANCEY the cost of repair and pay rental on the Equipment at YANCEY'S regular rates until all repairs are completed. The cost of repair will be at YANCEY'S prevailing rates for labor, parts and supplies. If the Equipment is lost, stolen, or damaged beyond repair, Customer will pay YANCEY the then full replacement cost together with the full rental rate until such Equipment is replaced. Accrued rental charges shall not be applied against the cost of repair or replacement.

ADDITIONAL OR POTENTIAL CHARGES

Overtime usage, Lost key (\$10.00), Refueling, Environmental (2%), Cleaning, and any other non-returned ancillary pieces including cable.

Safety Instructions: Customer acknowledges receipt and understands the safety instructions necessary to operate Equipment on rent.

By signing below, Customer acknowledges that Customer has read and accepted the terms and conditions set forth on all pages of this Agreement. Any person signing this Agreement represents that he or she has the authority to sign this Agreement and bind Customer to its terms and conditions.

SIGNATURE X _____

DATE _____

PRINT NAME _____



MAYOR **CRAIG NEWTON** · MAYOR PRO TEM **JOSH BARE** · COUNCILMAN **ANDREW HIXSON** · COUNCILWOMAN · **ELAINE PUCKETT**
 COUNCILMAN **MATT MYERS** · COUNCILMAN **BRUCE GAYNOR** · INTERIM CITY MANAGER **MARY BETH BENDER** · CITY CLERK · **MONIQUE LANG**

City of Norcross

Legislation Details (With Details)

File #:	20-5846	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	9/8/2020 6:30 PM	In Control:	Mayor and Council
Title:	Face Covering Discussion		

Sponsors:

Code Sections:

Attachments:

1. [Resolution Encouraging the Use of Masks](#)
2. [City Property Mask Mandate](#)
3. [Ordinance Mandating The Use of Masks](#)

Title
Face Covering Discussion

Drafter
Craig Newton

RESOLUTION

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF NORCROSS TO ENCOURAGE THE USE OF MASKS OR FACE COVERINGS IN PUBLIC DURING THE COVID-19 OUTBREAK

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic as of March 11, 2020;

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency in response to the outbreak of COVID-19;

WHEREAS, on March 14, 2020, Governor Brian Kemp declared that a public health emergency exists in the State of Georgia due to the spread of COVID-19 within Georgia;

WHEREAS, a significant number of Georgia residents are at risk of serious health complications, including death, from COVID-19;

WHEREAS, a large number of persons with serious infections can compromise the ability of the healthcare system to deliver necessary care to the public;

WHEREAS, individuals diagnosed with COVID-19 have been known to experience long-term health effects following recovery from acute COVID-19 symptoms;

WHEREAS, COVID-19 is a respiratory illness, transmitted through person-to-person contact or by contact with surfaces contaminated with the virus and persons infected with COVID-19 may become symptomatic two to fourteen days after exposure;

WHEREAS, asymptomatic (including presymptomatic) infected persons are known to be infectious and, without mitigation many infections occur from individuals without symptoms;

WHEREAS, respiratory droplets, including aerosols, from infected persons are a major mode of COVID-19 transmission. This understanding is the basis of the recommendations for physical distancing, and of the personal protective equipment guidance for healthcare workers. Droplets do not only come from coughing or sneezing; droplets are also generated via talking and breathing;

WHEREAS, evidence indicates that the use of face coverings reduces the transmissibility per contact by reducing transmission of infected droplets in both laboratory and clinical contexts. Public face covering wearing is most effective at stopping the spread of the virus when compliance is high. This evidence supports the conclusion that the adoption of more widespread face covering requirements can help to control the COVID-19 epidemic by reducing the shedding of droplets into the environment from asymptomatic and symptomatic individuals;

WHEREAS, evidence from the South Carolina Department of Health and Environmental Control announced on August 12, 2020, that parts of the State of South Carolina under public mask-wearing mandates registered a 46.3% drop in coronavirus cases in the four weeks after they were introduced as compared to areas of the state which did not impose such mandates;

WHEREAS, evidence from data from the State of Alabama shows a 11% drop in COVID-19 cases in the four weeks since that state's mask mandate went into effect;

WHEREAS, according to a Vanderbilt University study, hospitals in the State of Tennessee where at least 75% of patients came from mask-mandate counties reported hospitalizations rising by only 30% since July 1, 2020, as compared to a rise of 200% in the same time period when 75% or more of patients came from counties without mask mandates in the State of Tennessee;

WHEREAS, the Governor also has repeatedly and strenuously urged Georgians to adopt a practice that is simple but highly effective at preventing the spread of COVID-19: wearing a face covering or mask when in public;

WHEREAS, specifically, Governor Kemp, through Executive Order 05.12.20.02 and subsequent Executive Orders, has recommended that individuals wear facial coverings over the nose and mouth to mitigate the spread of COVID-19 when they are in public places where they cannot practice social distancing (i.e., staying at least six feet away from other individuals who do not share the same household);

WHEREAS, in early July, Governor Kemp embarked on a statewide "Wear a Mask Tour" flying to numerous Georgia cities to publicly emphasize the need for Georgians to wear masks;

WHEREAS, on July 6, 2020, Governor Kemp introduced the "Georgia Safety Promise," a safety campaign to remind Georgia businesses and the public of following COVID-19 safety guidelines, including wearing face coverings;

WHEREAS, guidelines published by the U.S. Centers for Disease Control (CDC) recommend that all people wear cloth face coverings in public settings where other physical distancing measures may be difficult to maintain. The CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others;

WHEREAS, the White House Coronavirus Task Force has repeatedly called for the wearing of masks to be mandatory in the State of Georgia;

WHEREAS, decreased transmissibility due to face covering use could substantially reduce the number of illnesses, hospitalization, and deaths and reduce the negative economic impact of the COVID-19 pandemic and the cost of the intervention of mandating the wearing of masks is extremely low;

WHEREAS, O.C.G.A. § 38-3-28(a) grants political subdivisions the power to supplement the Governor's Executive Orders so long as such actions are consistent with the Governor's Orders;

WHEREAS, this Resolution is intended to be entered with due regard to the widely accepted, scientifically proven uniform principle that masks or facial coverings will slow the spread of COVID-19;

WHEREAS, pursuant to O.C.G.A. § 38-3-51, the Governor's declared public health emergency authorizes the Mayor and Council of the City of Norcross to use emergency powers in O.C.G.A. §§ 38-3-1 through 38-3-64;

WHEREAS, pursuant to O.C.G.A. § 38-3-6, during an emergency, O.C.G.A. §§ 38-3-1 through 38-3-64 shall be liberally construed to effectuate their purposes;

WHEREAS, on August 15, 2020, Governor Kemp issued Executive Order 08.15.20.01 which specifically offers guidelines for local government mask mandates;

WHEREAS, the United States Supreme Court has previously held that "[u]pon the principle of self-defense, of paramount necessity, a community has the right to protect itself against an epidemic of disease which threatens the safety of its members;"

WHEREAS, the following actions related to encouraging facial coverings in public are necessary and appropriate to balance the public's interest in not being unduly burdened with the compelling public interest of providing for the health, safety and welfare of the residents of the City of Norcross;

WHEREAS, the goal of this Resolution is to strongly encourage and increase the usage of facial coverings and masks and not revenue generation; and

NOW, THEREFORE, BE IT RESOLVED, that that for the protection of members of the public, facial coverings or masks are strongly encouraged within the City to slow the spread of COVID-19 as is more specifically set forth below:

- (a) For purpose of this Resolution, the following terms are hereby defined as follows:
 - (1) *Entity* means any private business, establishment, corporation, non-profit corporation, or organization, including the curtilage thereof.
 - (2) *Facial covering or mask* means a device to cover the nose and mouth of a person and impedes the spread of saliva, respiratory droplets, or other fluids during speaking, coughing, sneezing or other intentional or involuntary action. Medical grade masks are not required; coverings may be fashioned as advised by the CDC and from other suitable fabrics. The mask must cover the mouth and nose of the wearer.

- (3) *Polling place* means the room provided in each precinct for voting at a primary or election.
- (4) *Public place* means any place other than a personal vehicle, residential property, or an entity including the curtilage thereof.
- (b) Except as otherwise provided in this Resolution, all persons in an entity or a public place are strongly encouraged to wear a facial covering or mask over the mouth and nose at all times where other physical distancing measure may be difficult to maintain from non-cohabitating persons.

BE IT FURTHER RESOLVED that Facial coverings or masks are not required in the following circumstances:

- (1) In personal vehicles or upon residential property;
- (2) When a person is alone in enclosed spaces or only with other household members;
- (3) When the individual has a bona fide religious objection to wearing a facial covering or mask;
- (4) While drinking or eating;
- (5) When a licensed healthcare provider has determined that wearing a facial covering or mask causes or aggravates a health condition for the individual or when such person has a bona fide medical reason for not wearing a facial covering or mask;
- (6) When wearing a facial covering or mask would prevent the receipt of personal services or performing work in the course of employment;
- (7) When complying with the directions of a law enforcement officer or for the purposes of verifying a person's identity, such as when purchasing alcohol, tobacco, or prescription drugs or when engaging in a financial transaction;
- (8) Children under the age of two (2) years;
- (9) When the individual is having difficulty donning or removing a face mask or face covering without assistance;
- (10) At any polling place and no individual shall be denied ingress or egress to or from a polling place for failure to wear a facial covering or mask; and
- (11) When outdoors and maintaining social distancing from anyone other than individuals with whom they cohabitate.

SO RESOLVED, this _____ day of _____, 2020.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk

Attachment: Resolution Encouraging the Use of Masks (20-5846 : Face Covering Discussion)

RESOLUTION

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF NORCROSS REQUIRING THE USE OF MASKS OR FACE COVERINGS IN PROPERTY OWNED OR LEASED BY THE CITY OF NORCROSS DURING THE COVID-19 OUTBREAK

WHEREAS, the novel coronavirus, an infectious virus known to cause the respiratory disease “COVID-19” can spread from person to person, and can result in no symptoms, minor symptoms, or serious illness causing permanent organ damage and death;

WHEREAS, individuals age 65 or over or living with certain medical conditions identified by the CDC (members of Vulnerable Populations) and members of other populations identified by the CDC (“Other Populations at Risk”) are at risk of severe and lasting harm to health or death from COVID-19;

WHEREAS, COVID-19 also has been reported to cause severe and permanent damage to some children;

WHEREAS, on March 14, 2020, Governor Brian Kemp declared a Public Health State of Emergency in Georgia, and renewed this declaration multiple times to present date;

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) has noted that COVID-19 spreads very easily and sustainably when an infected person (who may have no symptoms at all, or minor symptoms) talks, sneezes, or coughs in close proximity with others (within six feet);

WHEREAS, the Governor’s Executive Orders require Vulnerable Populations to continue to shelter in place, with exceptions that include participating in essential services and working;

WHEREAS, many employees of the City of Norcross and many members of the public who visit City Hall and other City buildings may be members of Vulnerable Populations;

WHEREAS, some City employees and many members of the public who visit City Hall and other City properties are members of the following “Other Populations at Risk” identified by the CDC: pregnant women, individuals experiencing homelessness, people with disabilities, and racial and ethnic minorities;

WHEREAS, the Mayor and Council of the City of Norcross desire to protect individuals in said Vulnerable Populations and Other Populations at Risk, in a reasonable manner and as recommended by the CDC and by the Georgia Department of Public Health, while such

individuals are working in, conducting business in, or visiting City Hall and other City buildings;

WHEREAS, the CDC, Dr. Kathleen Toomey (Georgia's Commissioner of Public Health), and Governor Kemp recommend that individuals wear face coverings over the nose and mouth to mitigate the spread of COVID-19 when they are in public places where they cannot practice social distancing (i.e., stay at least six feet away from other individuals who do not share the same household); and

WHEREAS, the CDC states that wearing a face covering over the nose and mouth is a recommended precaution designed to prevent symptomatic and asymptomatic individuals who have contracted COVID-19 from spreading it to other individuals; and

WHEREAS, to be an effective precaution, it is necessary to require all City employees and members of the public to wear a face covering over the nose and mouth while in public areas in City buildings and while meeting in City buildings; and

WHEREAS Dr. Toomey and Governor Kemp have modeled the behavior of wearing face coverings as examples for Georgians to follow; and

WHEREAS, having City Hall and other City offices open and accessible to the public as necessary to conduct in-person business that cannot be conducted by other means is important for the economic vitality of the City;

WHEREAS, certain activities, such as discussing and reviewing construction and other permits, benefit from or require face-to-face interactions between City employees and other individuals;

WHEREAS, if a City employee is exposed to the novel coronavirus, by an individual visiting a City building or otherwise, in accordance with CDC guidance such employee will need to quarantine at home for at least 14 days;

WHEREAS, if a City employee is diagnosed with COVID-19 or develops COVID-19 symptoms, such employee will be required to isolate at home in accordance with CDC guidance;

WHEREAS, O.C.G.A. §36-35-3 allows city governments to establish rules for use of and access to its own property for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto;

WHEREAS, the City is authorized to establish policies for how the public can access City buildings during the Public Health State of Emergency and thereafter, including closing City buildings, or opening City buildings to the public but placing restrictions on public access; and

WHEREAS, the City has made and continues to make efforts to reduce the need for members of the public to physically visit City Hall and other City buildings to interact with City employees, pay bills, and conduct other business with the City;

WHEREAS, the City intends to assist its employees and the public with mitigating the spread of COVID-19 in City buildings by providing hand sanitizer, designating an entrance door and an exit door, disinfecting common surfaces regularly, prohibiting handshaking, and encouraging social distancing of non-cohabitating persons, as well as other mitigating measures;

WHEREAS, despite these precautions, the City recognizes that it is not always possible to ensure social distancing within the City buildings; and

WHEREAS, the following actions are necessary and appropriate to balance the public's interest in having access to City buildings for the conduct of business and other purposes with the compelling public interest of providing for the health, safety and welfare of the City's employees and individuals who visit City Hall and other City buildings and preventing an outbreak of COVID-19 in the City and the surrounding community.

NOW THEREFORE BE IT RESOLVED, that for the protection of members of the public and other City employees, including members of Vulnerable Populations and members of Other Populations at Risk, City employees are required to wear face coverings over the nose and mouth, which face coverings are cloth face coverings as defined by the CDC or are face coverings designed to protect others from infection by the wearer, when in public areas of City buildings and when participating in physical meetings with other individuals within non-public areas of City buildings.

BE IT FURTHER RESOLVED, that for the protection of members of the public and City Employees, all City Buildings, including City Hall shall be closed to the general public, unless an individuals' presence is necessary for municipal court hearings or for voting in municipal elections; provided further, that members of the public shall be permitted to enter into City Buildings, including City Hall by appointment, when conducting City business that must be done in person.

BE IT FURTHER RESOLVED, that for the protection of members of the public and City employees, including members of Vulnerable Populations and members of Other Populations at Risk, members of the public are required to wear face coverings over the nose and mouth, which face coverings are cloth face coverings as defined by the CDC or are face coverings designed to protect others from infection by the wearer, when entering and while inside City buildings except as expressly stated in a separate policy, order or law, if any, that applies to certain uses of portions of City buildings, such as courtrooms and polling locations.

BE IT FURTHER RESOLVED, that the City will communicate ways to perform city business that do not require entry into a City building.

BE IT FURTHER RESOLVED, for City business that must be done in person, the City will take reasonable steps to provide such in-person service to members of the public who affirm they cannot wear a face covering because they are physically unable to remove such a face covering, have trouble breathing, or must be accompanied by children under age two.

BE IT FURTHER RESOLVED, that the City will communicate the types of acceptable face coverings required for entry into City buildings and instructions by the CDC about how to make such face coverings easily and inexpensively.

BE IT FURTHER RESOLVED, that the City will display information from the CDC explaining or illustrating the proper way to wear and remove face coverings.

BE IT FURTHER RESOLVED, that the City will attempt to provide face coverings to individuals visiting City buildings who do not otherwise have a face covering that meets these requirements.

SO RESOLVED, this _____ day of _____, 2020.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk

ORDINANCE NO. ____ - 2020

EMERGENCY ORDINANCE TO MEET A PUBLIC EMERGENCY AFFECTING LIFE, HEALTH, PROPERTY AND PUBLIC PEACE PURSUANT TO THE NORCROSS CITY CHARTER SEC. 2.24 TO REQUIRE THE USE OF MASKS OR FACE COVERINGS IN PUBLIC DURING THE COVID-19 OUTBREAK

WHEREAS, the Mayor and Council of the City of Norcross, Georgia (the “City”) is the duly elected governing authority for the City;

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic as of March 11, 2020;

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency in response to the outbreak of COVID-19;

WHEREAS, on March 14, 2020, Governor Brian Kemp declared that a public health emergency exists in the State of Georgia due to the spread of COVID-19 within Georgia;

WHEREAS, a significant number of Georgia residents are at risk of serious health complications, including death, from COVID-19;

WHEREAS, a large number of persons with serious infections can compromise the ability of the healthcare system to deliver necessary care to the public;

WHEREAS, individuals diagnosed with COVID-19 have been known to experience long-term health effects following recovery from acute COVID-19 symptoms;

WHEREAS, COVID-19 is a respiratory illness, transmitted through person-to-person contact or by contact with surfaces contaminated with the virus and persons infected with COVID-19 may become symptomatic two to fourteen days after exposure;

WHEREAS, asymptomatic (including presymptomatic) infected persons are known to be infectious and, without mitigation many infections occur from individuals without symptoms;

WHEREAS, respiratory droplets, including aerosols, from infected persons are a major mode of COVID-19 transmission. This understanding is the basis of the recommendations for physical distancing, and of the personal protective equipment guidance for healthcare workers. Droplets do not only come from coughing or sneezing; droplets are also generated via talking and breathing;

WHEREAS, evidence indicates that the use of face coverings reduces the transmissibility per contact by reducing transmission of infected droplets in both laboratory and clinical contexts. Public face covering wearing is most effective at stopping the spread of the virus when compliance is high. This evidence supports the conclusion that the adoption of more widespread face covering requirements can help to control the COVID-19 epidemic by reducing the shedding of droplets into

the environment from asymptomatic and symptomatic individuals;

WHEREAS, evidence from the South Carolina Department of Health and Environmental Control announced on August 12, 2020, that parts of the State of South Carolina under public mask-wearing mandates registered a 46.3% drop in coronavirus cases in the four weeks after they were introduced as compared to areas of the state which did not impose such mandates;

WHEREAS, evidence from data from the State of Alabama shows a 11% drop in COVID-19 cases in the four weeks since that state's mask mandate went into effect;

WHEREAS, according to a Vanderbilt University study, hospitals in the State of Tennessee where at least 75% of patients came from mask-mandate counties reported hospitalizations rising by only 30% since July 1, 2020, as compared to a rise of 200% in the same time period when 75% or more of patients came from counties without mask mandates in the State of Tennessee;

WHEREAS, the Governor also has repeatedly and strenuously urged Georgians to adopt a practice that is simple but highly effective at preventing the spread of COVID-19: wearing a face covering or mask when in public;

WHEREAS, specifically, Governor Kemp, through Executive Order 05.12.20.02 and subsequent Executive Orders, has recommended that individuals wear facial coverings over the nose and mouth to mitigate the spread of COVID-19 when they are in public places where they cannot practice social distancing (i.e., staying at least six feet away from other individuals who do not share the same household);

WHEREAS, in early July, Governor Kemp embarked on a statewide "Wear a Mask Tour" flying to numerous Georgia cities to publicly emphasize the need for Georgians to wear masks;

WHEREAS, on July 6, 2020, Governor Kemp introduced the "Georgia Safety Promise," a safety campaign to remind Georgia businesses and the public of following COVID-19 safety guidelines, including wearing face coverings;

WHEREAS, guidelines published by the U.S. Centers for Disease Control (CDC) recommend that all people wear cloth face coverings in public settings where other physical distancing measures may be difficult to maintain. The CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others;

WHEREAS, the White House Coronavirus Task Force has repeatedly called for the wearing of masks to be mandatory in the State of Georgia;

WHEREAS, decreased transmissibility due to face covering use could substantially reduce the number of illnesses, hospitalization, and deaths and reduce the negative economic impact of the COVID-19 pandemic and the cost of the intervention of mandating the wearing of masks is extremely low;

WHEREAS, O.C.G.A. § 38-3-28(a) grants political subdivisions the power to supplement the

Governor's Executive Orders so long as such actions are consistent with the Governor's Orders;

WHEREAS, this Ordinance is intended to be entered with due regard to the widely accepted, scientifically proven uniform principle that masks or facial coverings will slow the spread of COVID-19;

WHEREAS, pursuant to O.C.G.A. § 38-3-51, the Governor's declared public health emergency authorizes the City Commission to use emergency powers in O.C.G.A. §§ 38-3-1 through 38-3-64;

WHEREAS, pursuant to O.C.G.A. § 38-3-6, during an emergency, O.C.G.A. §§ 38-3-1 through 38-3-64 are supposed to be liberally construed to effectuate their purposes;

WHEREAS, on August 15, 2020, Governor Kemp issued Executive Order 08.15.20.01 which specifically offers guidelines for local government mask mandates;

WHEREAS, the United States Supreme Court has previously held that "[u]pon the principle of self-defense, of paramount necessity, a community has the right to protect itself against an epidemic of disease which threatens the safety of its members;"

WHEREAS, based upon the Governor's Public Health State of Emergency and Executive Order 08.15.20.01 the, and in recognition of the number of identified and projected cases of COVID-19 in the State of Georgia, the preventative measures being implemented throughout the State of Georgia, and the severity of risk posed to the public, and given the above public health recommendations from public health authorities, the Mayor and Council of the City of Norcross believe that it is in the best interests of the welfare of the City of Norcross and its residents to invoke the power for the Mayor and Council to enact emergency ordinances pursuant to Section 2.24 of the City Charter;

WHEREAS, Section 2.24 of the City Charter for the City of Norcross permits the Mayor and Council to convene on call of the mayor or three (3) councilmembers to meet a public emergency affecting life, health, property or public peace, and promptly adopt one (1) or more emergency ordinances, provided that but such ordinances do not levy taxes; grant, renew or extend a franchise; regulate the rate charged by any public utility for its services; or authorize the borrowing of money except as provided by law; and

WHEREAS, Section 2.24 of the City Charter for the City of Norcross further provides that such emergency ordinances shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms; and

WHEREAS, Section 2.24 of the City Charter for the City of Norcross further provides that an emergency ordinance may be adopted, with or without amendment, or rejected at the meeting at which it is introduced, but the affirmative vote of at least three (3) councilmembers shall be required for adoption; and

WHEREAS, Section 2.24 of the City Charter for the City of Norcross further provides that such an emergency ordinance shall become effective upon adoption or at such later time as it may specify; and

WHEREAS, Section 2.24 of the City Charter for the City of Norcross further provides that an emergency ordinance may be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances;

WHEREAS, the following actions related to requiring facial coverings in public are necessary and appropriate to balance the public's interest in not being unduly burdened with the compelling public interest of providing for the health, safety and welfare of the residents of the City;

WHEREAS, the City of Norcross is located entirely within Gwinnett County;

WHEREAS, the prevalence of confirms cases of COVID-19 over the previous fourteen (14) days is equal to or greater than one hundred (100) cases per one hundred thousand (100,000) people according to the Georgia Department of Public Health;

WHEREAS, the goal of this Ordinance is to increase the usage of facial coverings and masks and not revenue generation; and

NOW, THEREFORE, BE IT ORDAINED that for the protection of members of the public, facial coverings or masks shall be required within the City to slow the spread of COVID-19 by Amending Chapter 43 entitled "EMERGENCY ORDINANCES" of the Code of Ordinances for the City of Norcross, by deleting all subsections therein and substituting the following Sections 43-1 through 43-2 as follows:

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

I. AMENDMENT.

Chapter 43 entitled "EMERGENCY ORDINANCES" of the Code of Ordinances for the City of Norcross, by deleting all subsections therein and substituting the following Sections 43-1 through 43-2 as and substituting the following Sec. 43-1 in lieu thereof:

"Sec. 43-1 -- Mandatory Use of Masks or Face Coverings in Public During the Covid-19 Outbreak.

(a) For purposes of this Ordinance, the following terms are hereby defined as follows:

- (1) *Entity* means any private business, establishment, corporation, non-profit corporation, or organization, including the curtilage thereof.

- (2) *Facial covering or mask* means a device to cover the nose and mouth of a person and impedes the spread of saliva, respiratory droplets, or other fluids during speaking, coughing, sneezing or other intentional or involuntary action. Medical grade masks are not required; coverings may be fashioned as advised by the CDC and from other suitable fabrics. The mask must cover the mouth and nose of the wearer.
 - (3) *Polling place* means the room provided in each precinct for voting at a primary or election.
 - (4) *Public place* means any place other than a personal vehicle, residential property, or an entity including the curtilage thereof.
- (b) Except as otherwise provided in this Ordinance all persons in an entity or a public place shall wear a facial covering or mask over the mouth and nose at all times where other physical distancing measure may be difficult to maintain from non-cohabitating persons.
- (c) Facial coverings or masks are not required in the following circumstances:
- (1) In personal vehicles or upon residential property;
 - (2) When a person is alone in enclosed spaces or only with other household members;
 - (3) When the individual has a bona fide religious objection to wearing a facial covering or mask;
 - (4) While drinking or eating;
 - (5) When a licensed healthcare provider has determined that wearing a facial covering or mask causes or aggravates a health condition for the individual or when such person has a bona fide medical reason for not wearing a facial covering or mask;
 - (6) When wearing a facial covering or mask would prevent the receipt of personal services or performing work in the course of employment;
 - (7) When complying with the directions of a law enforcement officer or for the purposes of verifying a person's identity, such as when purchasing alcohol, tobacco, or prescription drugs or when engaging in a financial transaction;
 - (8) Children under the age of two (2) years;
 - (9) When the individual is having difficulty donning or removing a face mask or face covering without assistance;
 - (10) At any polling place and no individual shall be denied ingress or egress to or from a polling place for failure to wear a facial covering or mask; and
 - (11) When outdoors and maintaining social distancing from anyone other than individuals

with whom they cohabitate.

- (d) (1) Every entity subject to this Ordinance which does not consent to enforcement of this Ordinance upon its property shall post a clearly legible sign in one inch Arial font at all public entrances of such entity stating the following: “This location does not consent to enforcement of any local face covering requirement upon this property.”
- (2) If an entity does not post the signage described in subparagraph (1) of this paragraph it shall be conclusively presumed to have consented to enforcement of this Ordinance on its property and failures by individuals to wear facial coverings or masks as required by this ordinance shall be determined to be violations and enforced as contemplated in paragraph (e).
- (e) Violations of this Section 1 may be enforced by a notice of ordinance violation issued by any police officer, code enforcement officer, or other authorized law enforcement official, as provided below:
 - (1) A person who fails to comply with paragraph (c) of Section 1 of this Ordinance shall be first given a warning and an opportunity to put on a facial covering or mask, leave the entity, or comply with one of the exceptions in paragraph (d) of Section 1.
 - (2) If the person violating this Ordinance refuses or fails to comply with this Ordinance after being given a warning pursuant to subparagraph (1) of this paragraph then such person may be subject to a civil penalty of not more than \$25.00 on the first offense and not more than \$50.00 on the second and any subsequent offenses.
 - (3) A notice of violation may be served by delivery into the hands of the suspected violator or by other reasonable process for serving notice of ordinance violations used by the City.
 - (4) Violations of this ordinance shall not be enforced against any entity and shall not be taken against any owner, director, officer, or agent of an entity for the failure of their customers to comply with this ordinance.
 - (5) Notwithstanding the foregoing, every effort shall be made to bring an individual into voluntary compliance with the terms of this Ordinance prior to issuance of any notice of violation, including providing complimentary masks, explaining the importance of wearing facial coverings during this pandemic, and issuing verbal and written warnings.
- (f) In all locations where facial coverings or masks are not required to be worn pursuant to this Ordinance, they are strongly encouraged to be worn.

II. SEVERABILITY.

In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjunction shall in manner affect the other sections, sentences, clauses, or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally part thereof.

III. REPEALER.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed.

IV. EFFECTIVE DATE.

This Emergency Ordinance shall become effective immediately and shall remain in effect until revised or repealed by further action the Mayor and Council of the City of Norcross.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2020.

Craig Newton, Mayor

ATTEST:

Monique Lang, City Clerk