

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Agenda

Monday, November 4, 2024

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

Live Stream Here:

<https://youtube.com/live/CL2rHdxok2Q?feature=share>

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

[24-7166](#)

Approval of Previous Meeting Minutes

[Mayor and Council - Regular Meeting - Oct 7, 2024, 6:30 PM](#)

[Policy Work Session - Policy Work Session - Oct 21, 2024, 6:30 PM](#)

- F. Set agenda as presented for the scheduled meeting.**
[24-7167](#) **Acceptance of the Agenda and Approval of the Consent Agenda**
- G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**
[24-7138](#) **Swearing in of Officer Cinthya Alvarez**
[Oath of Office - Officer Alvarez](#)

[24-7165](#) **Swearing in of Officer Chris Hambrick**
[Oath of Office - Officer Hambrick](#)
- H. Floor Open to Citizens Desiring to Address the Governing Authority**
 - a. Comments by Citizens**
 - b. Comments by Council**
 - c. Comments by City Manager**

PH. Public Hearings

- PH 1. [24-7115](#) **Changes to the Unified Development Ordinance****
- Recommend several proposed changes to the Unified Development Ordinance (items to be removed are in red strikethrough, items to be added are in bold, underlined italics and highlighted in yellow).
- [Agenda Report - Changes to the Unified Development Ordinance](#)
- [Draft Ordinance Changes](#)

PH 2. [24-7144](#)**Recommendation to Mayor and Council to Include the Norcross Women's Club Library at 65 N. Peachtree Street in the Norcross Local Historic District**

Recommendation to include the Norcross Women's Club Library at 65 N. Peachtree Street in the Norcross Local Historic District.

[Agenda Report - 10-21-24 Norcross Womens Club](#)

[HPC Designation Report Form FINAL 20241001](#)

[HPC Signed Resolution](#)

[NWC Local Designation LOS 10.28.24](#)

J. Reports of the Mayor and Councilmembers**a. General Announcements****NOVEMBER CALENDAR OF EVENTS****Historic Walking Tour**

Saturday, November 9 | 10:00 a.m. | Thrasher Park Pavilion

Veterans Day Observance

Monday, November 11 | Sanitation & Recycling Will Be Not Be Affected

Veterans Day Ceremony

Monday, November 11 | 10:00 a.m. | Veterans Park

'A Century Of Service' Veterans Exhibit

Monday, November 11 | 5:00 – 8:00 p.m. | The Rectory and Cultural Arts & Community Center

Movie Monday: The Color Purple

Tuesday, November 12 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Mayor's Angel Giving Tree

Wednesday, November 13 | City Hall Lobby

Coffee With Council

Saturday, November 16 | 8:00 a.m. | 45 South Café

Historic Norcross Holiday Open House

Saturday, November 16 | 11:00 a.m. - 7:00 p.m. | Downtown Norcross

Policy Work Session

Monday, November 18 | 6:30 p.m. | City Hall, 2nd Floor Conference Room

Movie Monday: Hunger Games: The Ballad Of Songbirds & Snakes

Monday, November 25 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Thanksgiving Day Observance

Thursday,, November 28 & Friday, November 29 | Sanitation & Recycling Will Be Delayed

K. Board Appointments

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

L. Consent Agenda**1. [24-7148](#) Jain Society Revised Site Plan**

Consider the Jain Society's revised site plan. The vote will be held at the November 4th Regular Council Meeting.

[Agenda Report - Jain Society 10.21.2024](#)

[Proposed Site Plan](#)

[Enlarged Streetscape Plan](#)

2. [24-7149](#) Resolution to Update Authorized Users for Georgia Fund 1

Approve a resolution authorizing City personnel to access the Georgia Fund 1 investment account managed by the Georgia Office of the State Treasurer.

[Agenda Report - Resolution to Update Authorized Users for Georgia Fund 1](#)

[GF1 Sample Resolution](#)

3. [24-7150](#) Selection of Commissioning Agent for Public Safety Building Project

Select Dewberry Engineers, Inc. as the Commissioning Agent for the Public Safety Building project.

[Agenda Report - Selection of Commissioning Agent for Public Safety Building Project](#)

[Dewberry Engineers, Inc's proposal for commissioning services](#)

4. [24-7151](#) Demolition & Abatement – Stevens Rd Properties for Public Safety Building

Approve Reeves Young to proceed with demolition and abatement of the Stevens Road structures as early release work, ahead of an agreed upon Guaranteed Maximum Price (GMP) for the construction of the public safety building.

[Agenda Report - Demolition & Abatement - Stevens Rd Properties for Public Safety Building](#)

[Reeves Young Demo and Abatement Package](#)

[Authorization to proceed with early release work AIA form A133](#)

5. [24-7152](#) Award of Contract for Atlantic Boulevard Road Resurfacing

Approve contract between the City of Norcross and Sunbelt Asphalt Surfaces, Inc. for Atlantic Boulevard Road Resurfacing.

[Agenda Report Atlantic Boulevard Resurfacing 4 Nov 24](#)

[Bid Packet \(ITB PW 25-02\)](#)

[Bid Tabulation Sheet](#)

[CON Sunbelt Asphalt Surfaces, Inc. 1](#)

6. [24-7153](#)

Award of Contract for Johnson Dean Preserve Improvements

Request the Mayor and Council reject proposals and allow Public Works to provide phased approach at the 18 November 2024 Policy Work Session.

[Agenda Report - Award of Contract for Johnson Dean Preserve Improvements](#)

[Johnson Dean Preserve RFP Packet](#)

[Addendum 1 RFP PW 25-01](#)

[Addendum 2 RFP PW 25-01](#)

[Concept Project Highlights, J. Dean](#)

[CON Willow Construction Contract](#)

[Johnson Dean Sign and Quotes](#)

7. [24-7154](#)

Hazard Mitigation Plan

1. Approve City of Norcross Hazard Mitigation Plan as an annex to the Gwinnett County's Emergency Management Plan and Hazard Mitigation Plan.
2. Council approve and Mayor sign Resolution.

[Agenda Report - Hazard Mitigation Plan](#)

[City of Norcross Hazard Mitigation Plan](#)

[Resolution for signature from Gwinnett County](#)

[Signed Resolution from August 3, 2020 \(Background\)](#)

8. [24-7157](#)

Purchase and Financing of 80 Wingo Street and 94 Wingo Street

The DDA recommends the purchase of 80 Wingo Street and 94 Wingo Street using private lender bond financing to acquire and renovate the properties. The renovated properties will provide additional commercial properties in the downtown business district to generate new business and job opportunities in the City's commercial core. The subject properties could, potentially, provide the opportunity to expand City owned parking in the downtown area with a more efficient parking lot to the south and west of City Hall.

[Agenda Report - Purchase and Financing of 80 Wingo Street and 94 Wingo Street](#)

[Bond Authorizing Resolution](#)

[Intergovernmental Contract](#)

[Bond Payment Schedule](#)

9. [24-7070](#) **Pocket Parks/Outdoor Dining Areas on Jones Street**
Table to the November Policy Work Session.
[Agenda Report - Pocket Parks/Outdoor Dining Areas on Jones Street](#)
[DeckSource Estimate with Options](#)
[Estimate Dimensional Design](#)
[Area for Pocket Park on Jones Street](#)
[Pocket Park Rendering](#)
10. [24-7122](#) **Homestead Exemptions and First-Time Homebuyers Incentive**
Direct the City Manager and City Attorney to prepare legislation needed to authorize an increase in the City's existing homestead exemptions, authorize the establishment of an income-based homestead exemption, and develop a first-time homebuyers incentive program modeled on Gwinnett County's existing program for Norcross homebuyers eligible for the County program.
[Agenda Report - Homestead Exemptions and First-Time Homebuyers Incentive](#)
11. [24-7158](#) **Recommended Rebate Amount for Norcross Power Residential Customers**
Authorize Norcross Power to issue a residential rebate totaling \$150,000 proposed by council.
[Agenda Report - Recommended Rebate Amount for Norcross Power Residential Customers](#)
- M. **Items for Discussion**
- N. **Adjourn in memory of**
- O. **Adjourn to Executive Session for Personnel, Real Estate, or Legal**
- P. **Signed by**_____ **Mayor Craig Newton**
- Q. **Attest:** _____ **Monique Philip, City Clerk**



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

City of Norcross

Legislation Details (With Details)

File #:	24-7166	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Approval of Previous Meeting Minutes		

Sponsors:

Code Sections:

Title
Approval of Previous Meeting Minutes

Motion
A motion to Approve/Deny the October 7 Regular Council Meeting Minutes and the October 21 Policy Work Session and Executive Session Meeting Minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, October 7, 2024

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

Minutes Acceptance: Minutes of Oct 7, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

- A. **Call to Order by Mayor Craig Newton**
Regular Meeting was called to order at 6:32 PM by Mayor Craig Newton
- B. **Invocation**
- C. **Pledge of Allegiance to the Flag of the United States of America**
- D. **Roll Call (recorded)**

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

E. **Presentation of Previous Meeting Minutes For Acceptance**

1. **24-7136: Approval of Previous Meeting Minutes**

Motion

A motion to Approve/Deny the September 3rd Regular Council Meeting and Executive Session Meeting Minutes and the September 16th Special Called, Policy Work Session and Executive Session Meeting Minutes.

Mayor and Council - Regular Meeting - Sep 3, 2024 6:30 PM

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

Special Called Meeting - Special Meeting - Sep 16, 2024 6:30 PM

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

Policy Work Session - Policy Work Session - Sep 16, 2024 6:30 PM

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

A motion to Approve the following correction to the August 19 Policy Work Session Meeting Minutes:

24-7094: Retention of Contracted Professionals

RESULT: This Matter was Referred to Staff for the issuance of an RFP.

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

Minutes Acceptance: Minutes of Oct 7, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

F. Set Agenda As Presented for Scheduled Meeting**1. 24-7137: Acceptance of the Agenda and Approval of the Consent Agenda****Motion**

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

24-7105: Approval of Elevation/Exterior Design of Norcross Public Safety Building

24-7126: Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)

24-7027: Mural Installation on Dumpster Enclosure at 40 S Peachtree Street

24-7125: DDA Mural at Installation at 29 Jones Street

24-7065: Vehicular and Pedestrian Crosswalk Improvements in the Downtown District

24-7120: Rebate to Norcross Power Residential Customers

24-6977: Elected Official Compensation

24-7110: Resolution to Authorize the Use of Eminent Domain Powers Concerning 65 North Peachtree, Norcross Georgia

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

Motion

A motion to Approve adding the following items from the floor:

24-7162: Acquisition of 65 North Peachtree, Norcross, Georgia

24-7163: Increase Budget for Consultant Agreement with Jacobs Engineering Group, Inc. Planning Services

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

G. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies**1. 24-7138: Swearing in of Officer Cinthya Alvarez**

RESULT:	THIS MATTER WAS REFERRED TO
	Next: 11/4/2024 6:30 PM
TO:	Mayor and Council

2. 24-7139: Swearing in of Officer Judson Howard

RESULT:	SWORN IN BY MAYOR NEWTON
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Minutes Acceptance: Minutes of Oct 7, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

3. **24-7140: Swearing in of Officer Terry Schaeffer**

RESULT:	SWORN IN BY MAYOR NEWTON
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4. **24-7141: Swearing in of Officer Tyrell Trice**

RESULT:	SWORN IN BY MAYOR NEWTON
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H. Floor Open to Citizens Desiring to Address the Governing Authority**a. Comments by Citizens**

- Lynn Ward - Comments pertaining to item 24-7126 (Jain Society)
- Liz Simpson - Chair of NPAC – Extended a public invitation to the Heritage Park Stairs Mural Ribbon Cutting Ceremony scheduled for Saturday, October 12.
- Joe Beach - Suggestion to place public comment near the end of the agenda, following the Mayor and Council's discussion.
- Mary Dowdy – Expressed thanks for establishing the Homeless Task Force. Added comments pertaining to item 24-7126 (Jain Society) and a suggestion to diversify the invocation.
- Lydia Meacham (22:30) - Comments pertaining to Norcross Power's work on telephone poles near Queens Court; comments pertaining to item 24-7126 (Jain Society)
- Jim Eyre - Comments pertaining to public art processes and item 24-7125 (DDA Mural)
- Sally Warren – Comments pertaining to the Norcross Library

b. Comments by Council**c. Comments by City Manager****PH. Public Hearings****PH1. 24-7116: Special Use Permit - Event Center at 3150 Holcomb Bridge Road****Motion**

A motion to Approve a Special Use Permit for an event center at 3150 Holcomb Bridge Road, Suite 102, contingent on operating hours being no later than 2:00 am, the legal limit for serving alcohol.

RESULT:	MOTION FAILS DUE TO LACK OF SECOND
MOVER:	Bruce Gaynor, Mayor Pro Tem
SECONDER:	

Motion

A motion to deny a Special Use Permit for an event center at 3150 Holcomb Bridge Road, Suite 102.

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

Minutes Acceptance: Minutes of Oct 7, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

PH2. 24-7123: Special Exception – Decorative South End Water Tower with South End Logo

A motion to table item 24-7123 to the October 21 Policy Work Session.

RESULT:	TABLED SENT TO [4 TO 1]
TO:	Next: 10/21/2024 6:30 PM
MOVER:	Policy Work Session
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Andrew Hixson, Councilmember
NAYS:	Bruce Gaynor, Andrew Hixson, Josh Bare, Marshall Cheek
	Matt Myers

J. Reports of the Mayor and Councilmembers

a. General Announcements

OCTOBER CALENDAR OF EVENTS

Artober Activities

Now - Saturday, November 2 | Events Lineup At norcrossga.net/artober
<http://norcrossga.net/artober>

Neighborhood Cleanup & Recycling Day

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

NPAC's Mural Ribbon Cutting

Saturday, October 12 | 3:00 p.m. | Heritage Park

Movie Monday: Golda

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

Coffee With Council

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

Pedal Norcross

Saturday, October 19 | 3:00 - 6:00 p.m. | Downtown Norcross

Policy Work Session

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

Mayor's State Of The City

Wednesday, October 23 | 6:30 - 8:00 p.m. | Crowne Plaza

Witches Night Out

Thursday, October 24 | 5:30 p.m. | Downtown Norcross

Deutsche Klassic German Car Show

Saturday, October 26 | 10:00 a.m. - 3:00 p.m. | Downtown Norcross

Downtown Trick Or Treating

Saturday, October 26 | 3:00 a.m. - Supplies Last | Downtown Norcross

Movie Monday: Hocus Pocus

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

First Friday Concert: Xtreme Party Band

Friday, November 1 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

Dia De Los Muertos Festival

Saturday, November 2 | 5:00 - 9:00 p.m. | Thrasher Park

K. Board Appointments**1. 24-7142: Board Appointment - Norcross Public Arts Commission**

Motion

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

Norcross Public Arts Commission

Robert Forro 12/1/2026

RESULT:	APPROVED [4 TO 0]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Bruce Gaynor, Andrew Hixson, Josh Bare, Marshall Cheek
ABSTAIN:	Matt Myers

2. 24-7143: Board Appointment - Parks, Green Spaces, and Trails Commission

Motion

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

Parks, Green Spaces, and Trails Commission

Jon Davis 12/01/2026

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

L. Consent Agenda**1. 24-7127: Restated Defined Benefit Retirement Plan**

Motion

A motion to Approve an Ordinance to amend and restate the Retirement Plan for the Employees of the City of Norcross, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

2. 24-7128: Award of Contract for Road Resurfacing

Motion

A motion to Approve a contract between the City of Norcross and Blount Construction Company, Inc. for road resurfacing, with total cost being \$891,391.25 (Gwinnett County 2014 SPLOST at 81%: \$564,247.81 City SPLOST match at 19%: \$101,600.00 GDOT LMIG: \$225,516.44).

3. 24-6975: Compliance with Agenda Publications

Motion

A motion to Approve an amendment to Chapter 2, Article II, Section 2-36 of the City Code of Ordinances for the City of Norcross, with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances is 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 enumerated to accomplish that intention.

4. **24-7124: FY 25 Budget Amendment to Establish a Capital Project for Acquisition and Associated Costs for 65 North Peachtree Street**

Motion

A motion to Approve the authorization of a FY 25 budget amendment appropriating \$600,000 in General Fund revenue from the sale of 1.73 acres of City property on West Peachtree and transferring an equal amount to the Capital Project Fund to set up a capital project for the costs of acquiring the property located at 65 North Peachtree Street and establishing initial funding towards subsequent restoration.

M. Items for Discussion

1. **24-7105: Approval of Elevation/Exterior Design of Norcross Public Safety Building**

Motion

A motion to Approve the attached Elevation/Exterior Design of the Norcross Public Safety Building as presented, with an additional condition that representatives of the Mayor and Council be involved in the final deliberations of value engineering before the maximum guaranteed price.

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

2. **24-7126: Jain Society Site Plan, Fence, and Gates (Ornamental Entrances)**

Motion

Motion to Approve the Jain Society's proposed site plan, fence, and gates.

RESULT:	MOTION FAILED [2:3]
MOVER:	Matt Myers, Councilmember
SECONDER:	Bruce Gaynor, Mayor Pro Tem
AYES:	Gaynor, Myers
NAYS:	Hixson, Bare, Cheek

Motion

A motion to Deny the Jain Society's proposed site plan, fence, and gates.

RESULT:	DENY [3:2]
MOVER:	Andrew Hixson, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Hixson, Bare, Cheek
NAYS:	Gaynor, Myers

Minutes Acceptance: Minutes of Oct 7, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

3. **24-7027: Mural Installation on Dumpster Enclosure at 40 S Peachtree Street**

Motion

A motion to Approve a recommendation from the Norcross Public Arts Commission to indefinitely table the installation of a mural on the dumpster enclosure located at 40 S Peachtree Street

RESULT:	TABLED INDEFINITELY (WITH VOTE) [UNANIMOUS]
MOVER:	Matt Myers, Councilmember
SECONDER:	Josh Bare, Councilmember
AYES:	Gaynor, Hixson, Bare, Myers, Cheek

4. **24-7125: DDA Mural at Installation at 29 Jones Street**

Motion

A motion to Approve a recommendation from the Norcross Public Arts Commission to indefinitely table the installation of the proposed Jazz Mural at 29 Jones Street.

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

5. **24-7065: Vehicular and Pedestrian Crosswalk Improvements in the Downtown District**

Motion

A motion to Approve the purchase of sign(s), equipment, and electrical requirements to improve vehicular and pedestrian safety in the downtown district of Norcross.

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

6. **24-7120: Rebate to Norcross Power Residential Customers**

Motion

A motion to Approve the issuance of rebates for residential customers of record, with amounts ranging from a minimum of \$25 to a maximum of \$100.

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

Minutes Acceptance: Minutes of Oct 7, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

7. 24-6977: Elected Official Compensation

Motion

A motion to Approve staff to bring forward an ordinance for consideration increasing annual compensation for elected officials, effective January 1, 2026, based on the FY 24 and FY 25 employee merit increases, consistent with agenda item 23-6727, to prevent elected official compensation from failing to keep pace with salaries.

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

8. 24-7162: Acquisition of 65 North Peachtree, Norcross, Georgia

Motion

A motion to Approve the attached purchase and sale agreement for the acquisition of 65 North Peachtree Street and authorize the Mayor to sign customary documents, as necessary, to close the transaction and authorize City Staff to fund the transaction.

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

9. 24-7110: Resolution to Authorize the Use of Eminent Domain Powers Concerning 65 North Peachtree, Norcross, Georgia

Motion

A motion to table item 24-7110.

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

10. 24-7163: Increase Budget for Consultant Agreement with Jacobs Engineering Group, Inc. for Planning Services

Motion

A motion to Authorize an increase to the budget for the consultant agreement with Jacobs Engineering Group, Inc. for Planning Services up to a maximum of \$100,000.

Amended Motion

A motion to Authorize an increase to the budget for the consultant agreement with Jacobs Engineering Group, Inc. for Planning Services up to a maximum of \$100,000, additionally authorizing the City Manager to spend up to \$100,000 for this purpose.

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

N. Adjourn in memory of

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

The meeting adjourned at 9:12 PM with a motion by Councilmember Bare, Seconded by Councilmember Myers.

P. Signed by _____ Mayor Craig Newton

Q. Attest: _____ Monique Philip, City Clerk

Minutes Acceptance: Minutes of Oct 7, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes

Monday, October 21, 2024

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Councilmember Marshall Cheek

Minutes Acceptance: Minutes of Oct 21, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

A. Roll Call (recorded)

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

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

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

Discovery Garden Park Board Annual Update - John Herron, Chair

D. General Updates

* Pavement Analysis 2024 and Road Paving - Len Housley

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

There are no Board, Commission, or Authority Appointments or Reappointments for the Mayor and Council to consider at this time.

H. Items for Discussion**1. 24-7148: Jain Society Revised Site Plan**

RESULT: THIS MATTER WAS REFERRED TO

Next: 11/4/2024 6:30 PM

TO: Mayor and Council

2. 24-7123: Special Exception – Decorative South End Water Tower with South End Logo

RESULT: THIS MATTER WAS REFERRED TO

3. 24-7144: Recommendation to Mayor and Council to Include the Norcross Women's Club Library at 65 N. Peachtree Street in the Norcross Local Historic District

RESULT: THIS MATTER WAS REFERRED TO

Next: 11/4/2024 6:30 PM

TO: Mayor and Council

Minutes Acceptance: Minutes of Oct 21, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

4. 24-7115: Changes to the Unified Development Ordinance**RESULT: THIS MATTER WAS REFERRED TO****Next: 11/4/2024 6:30 PM****TO: Mayor and Council****5. 24-7149: Resolution to Update Authorized Users for Georgia Fund 1****RESULT: THIS MATTER WAS REFERRED TO****Next: 11/4/2024 6:30 PM****TO: Mayor and Council****6. 24-7150: Selection of Commissioning Agent for Public Safety Building Project****RESULT: THIS MATTER WAS REFERRED TO****Next: 11/4/2024 6:30 PM****TO: Mayor and Council****7. 24-7151: Demolition & Abatement – Stevens Rd Properties for Public Safety Building****RESULT: THIS MATTER WAS REFERRED TO****Next: 11/4/2024 6:30 PM****TO: Mayor and Council****8. 24-7152: Award of Contract for Atlantic Boulevard Road Resurfacing****RESULT: THIS MATTER WAS REFERRED TO****Next: 11/4/2024 6:30 PM****TO: Mayor and Council****9. 24-7153: Award of Contract for Johnson Dean Preserve Improvements****RESULT: THIS MATTER WAS REFERRED TO****Next: 11/4/2024 6:30 PM****TO: Mayor and Council****10. 24-7154: Hazard Mitigation Plan****RESULT: THIS MATTER WAS REFERRED TO****Next: 11/4/2024 6:30 PM****TO: Mayor and Council****Minutes Acceptance: Minutes of Oct 21, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)**

11. **24-7098: Economic Development Millage**

RESULT:	DISCUSSED
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12. **24-7157: Purchase and Financing of 80 Wingo Street and 94 Wingo Street**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 11/4/2024 6:30 PM
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TO:	Mayor and Council
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13. **24-7070: Pocket Parks/Outdoor Dining Areas on Jones Street**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 11/4/2024 6:30 PM
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TO:	Mayor and Council
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14. **24-7122: Homestead Exemptions and First-Time Homebuyers Incentive**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 11/4/2024 6:30 PM
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TO:	Mayor and Council
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15. **24-7129: Norcross Transportation Infrastructure Improvement Referendum**

RESULT:	TABLED INDEFINITELY (NO VOTE)
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16. **24-7155: Ordinance for Art Regulation**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 11/18/2024 6:30 PM
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TO:	Policy Work Session
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17. **24-7156: Invocation at Regular Meeting**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 11/18/2024 6:30 PM
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TO:	Policy Work Session
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18. **24-7158: Recommended Rebate Amount for Norcross Power Residential Customers**

RESULT:	THIS MATTER WAS REFERRED TO
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	Next: 11/4/2024 6:30 PM
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TO:	Mayor and Council
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Minutes Acceptance: Minutes of Oct 21, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)

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

Mayor Pro Tem Gaynor motioned to adjourn the meeting at 10:26 pm, seconded by Councilmember Cheek.

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

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

Minutes Acceptance: Minutes of Oct 21, 2024 6:30 PM (Presentation of previous meeting minutes for acceptance)



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

City of Norcross

Legislation Details (With Details)

File #:	24-7167	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Acceptance of the Agenda and Approval of the Consent Agenda		

Sponsors:

Code Sections:

Title

Acceptance of the Agenda and Approval of the Consent Agenda

Motion

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

A motion to Approve the Consent Agenda.



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

City of Norcross

Legislation Details (With Details)

File #:	24-7138	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Swearing in of Officer Cinthya Alvarez		

Sponsors:

Code Sections:

Attachments:

1. [Oath of Office - Officer Alvarez](#)

Title

Swearing in of Officer Cinthya Alvarez

Norcross Police Department

Oath of Office

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

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

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

So Help Me God.

Officer's Signature

Administrator's Signature

Title and Name of Administrator

Date

Notary Public



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

City of Norcross

Legislation Details (With Details)

File #:	24-7165	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Swearing in of Officer Chris Hambrick		

Sponsors:

Code Sections:

Attachments:

1. [Oath - Hambrick](#)

Title

Swearing in of Officer Chris Hambrick

Norcross Police Department

Oath of Office

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

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

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

So Help Me God.

Officer's Signature

Administrator's Signature

Title and Name of Administrator

Date

Notary Public



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

City of Norcross

Legislation Details (With Details)

File #:	24-7115	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Changes to the Unified Development Ordinance		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Changes to the Unified Development Ordinance](#)
2. [Draft Ordinance Changes](#)

Title
Changes to the Unified Development Ordinance

Drafter
Tracy Rye

Motion
A motion to Approve/Deny an amendment to Chapter 100, Sec.102-2, 104-3, 104-4, 104-6, Chapter 400, Sec. 407-1, -20, of the Unified Development Ordinance, with the following enacting clause:

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



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

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP
 Assistant City Manager

Meeting Date: November 4, 2024 - Regular Council Meeting

Item No.: 24-7115

Title: Changes to the Unified Development Ordinance

CC: Eric Johnson, City Manager

Recommendation

Recommend several proposed changes to the Unified Development Ordinance (items to be removed are in red strikethrough, items to be added are in bold, underlined italics and highlighted in yellow).

Background

The Staff continue to work to make improvements to the language presented in the Unified Development Ordinance (UDO) with respect to clarifying language in the ordinance and responding to the requirements of various agencies within the State of Georgia. Staff have found several items in Chapter 100, Section 104, Article IV, Procedures that need clarification:

Figure 104-3(c) that include adding a line that the ARB also reviews regular Certificates of Appropriateness

Section 104-4(c) delineating that legislative actions require published notice for a period between 15 and 45 days while quasi-judicial actions require published notice not less than 30 days; mailed notice, where required for legislative actions, is reiterated to be a period between 15 and 45 days while quasi-judicial action mailed notice is not less than 30 days; and finally posted notice for quasi-judicial actions is no less than 30 days.

Table 104-4(c) outlines that Special Use Permits require mailed notice as referenced in Section 104-4(c)(3), replaces the term Zoning Variance with the term Quasi-Judicial Actions and indicates that mailed notice is as referenced in Section 104-4(c)(3).

Section 104-6(e)(5) replacing the word zoning with quasi judicial review (HPC actions are quasi judicial actions and not rezoning actions as outlined in the State Zoning Procedures Law (ZPL).



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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Section 104-6(e)(10)(f) reiterates that the process for a certificate of appropriateness outside of the historic district before the ARB follows the same procedure for quasi judicial actions.

Chapter 100, section 102 Defined terms and New Chapter 400, Article VII, Section 407 In response to new requirements for Post Development Stormwater Management for New Development and Redevelopment and amended definitions as required by the Metropolitan North Georgia Water Planning District, we are providing various definition modifications in Chapter 100, section 102 Defined terms along with inserting definitions for terms that are not currently defined in the UDO and providing a new Chapter 400, Article VII, Section 407 to the UDO entitled Post Development Stormwater Management for New Development and Redevelopment.

Financial Impact: N/A

Consistent with Comprehensive Plan? Yes

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments

Draft Ordinance Changes

Next Steps

Mayor and Council public hearing on Monday, November 4, 2024

Update

The Planning and Zoning Board met on Wednesday, October 2, 2024 and recommended by a vote of 4-0 to approve the outlined ordinance changes.

Ordinance TEXT2024-001**An Amendment to the City Code or Ordinances**

Chapter and Purpose: Subpart B Unified Development Ordinance, Section as noted.

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 all following provisions shall become and be made part of the Code of the City of Norcross.

- I. Amendment to edit the language as noted on the attached, to add those items shown as underlined and to delete those items as shown by strikethrough, any items completely deleted are reserved. For purposes of defined terms, new definitions are to be added where they fit alphabetically within the existing defined terms section:

Sec. 102-2. - Defined terms.

The following words, terms and phrases, when used in this UDO, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that for flood-plain management, specific definitions exist in Chapter 400, Article IV which only relate to items applicable to that section.

A

Administrator means the person appointed to administer and implement Chapter 400, Article VII of this ordinance, titled "Post-Construction Stormwater Management for New Development and Redevelopment".

Applicant means a person submitting an application or plan for review or approval, **including a land development application.**

B

Best management practices (BMPs) means sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the Manual for Erosion and Sediment Control in Georgia published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted. **BMPs also means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.**

BMP landscaping plan means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

Building official or building inspector means the officer or designated authority charged with the administration and enforcement of the construction codes as set forth in **Chapter 100, Article III.**

C

Chattahoochee River Tributary Protection Area, also referred to as the *protection area* in **Chapter 400** means the stream channel and the land area extending outward 35 horizontal feet from the banks on either side of all flowing streams in the drainage basin of all

tributaries of the Chattahoochee River which enter the Chattahoochee River downstream from

City separate storm sewer system means any conveyance or system of conveyances which is:

(1)

Owned or operated by the City;

(2)

Not a combined sewer; and

(3)

Not part of a publicly owned treatment works.

Clean Water Act means the Federal Water Pollution Control Act (33 USC 1251 et seq.), and any subsequent amendments thereto.

Detention means the temporary storage of stormwater runoff in a stormwater detention ~~management~~ facility for the purpose of controlling the peak discharge.

Detention facility means a detention basin or structure designed for the storage ~~detention~~ of stormwater runoff and gradual release of stored water at controlled rates.

Development means any manmade change to improved or unimproved real estate including but not limited to buildings or other structures, mining, dredging, filling, cleaning, grubbing, grading, paving, any other installation of impervious cover, excavation or drilling operations or storage of equipment or materials. It also means any redevelopment.

E

F

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway or regulatory floodway means the channel of a stream or other watercourse and the adjacent areas of the floodplain which is necessary to contain and discharge the base flood flow without cumulatively increasing the base flood elevation more than one foot.

Floor area ratio (FAR) means the relationship between the amount of useable floor area permitted in a building and the area of the lot on which the building stands. FAR is computed by dividing the gross floor area of a building or buildings by the total area of the lot. For purposes of this calculation, floor area of parking structures shall not be included in floor area.

G

GCSMM means the latest edition of the Gwinnett County Stormwater Management Manual, Volume 2 and its Appendices, which is equivalent to the GSMM.

~~GSMM means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its Appendices.~~

H

Hotspot means an area or site where the use of the land has the potential to generate highly contaminated runoff, with concentrations of pollutants more than those typically found in stormwater. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the Industrial Stormwater General Permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

I

Illicit discharge means any direct or indirect non-stormwater discharge to the city's separate storm sewer system.

Impervious surface means any surface composed of any material that significantly impedes or prevents the natural infiltration of stormwater into the ground below the structure or surface. Examples of impervious surface include buildings, roads, driveways, parking lots, streets, roads, decks, swimming pools and patios.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR 122.26(b)(14).

Industrial park means a campus-like master planned development that is predominately industrial in use, with multiple buildings of similar architecture and landscaping that provides internal access, private utilities and off-street parking.

Industrial stormwater general permit means the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry or group of industries which regulates the pollutant levels associated with industrial stormwater

discharges or specifies on-site pollution control strategies based on Standard Industrial Classification (SIC) Code.

Infiltration means the process of percolating stormwater runoff into the subsoil.

Inspection and maintenance agreement means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management system and its components ~~facilities and practices~~ on a site or with respect to a land development project, which when properly recorded in the deed records constitutes a restriction on the title to a site or other land involved in a land development project.

J

L

Land development activities means those actions or activities which comprise, facilitate or result in land development.

Land development application means the application for a land development permit on a form provided by the City of Norcross along with any supporting documentation required by the City.

Land-disturbing activity means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including but not limited to scraping, plowing, clearing, dredging, grading, excavating, transporting, or filling of land or placement of any structure or impervious surface, dam, obstruction, or deposit. Land disturbing activity does not include agricultural practices as described in O.C.G.A. 12-7-17(5) or silvicultural land management activities as described in O.C.G.A. 12-7-17(6) within areas zoned for these activities.

Linear transportation projects means construction projects on traveled ways including but not limited to roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

M

MS4 Permit means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the municipal separate storm sewer system of the City of Norcross.

N

New development means a land ~~development activity on a previously undeveloped site~~

disturbing activity, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

Nonpoint source pollution means a form of water pollution that does not originate from a discrete point such as a **wastewater treatment facility**, sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and groundwater via mechanisms such as precipitation, stormwater runoff, and

O

Owner means **any person that has a legal, equitable or beneficial interest in a parcel of real property, including but not limited to**, ~~any person~~ or trust that has a legal or equitable interest in a parcel of real property, or the improvements **an** agent, operator, firm, partnership, corporation, limited liability company, ~~or trust that has a legal or equitable interest in a parcel of real property, or the improvements thereon~~ **mortgagee or vendee in possession, receiver, executor, trustee, or lessee in control of the site.**

P

Post-development means the time period, or the conditions that may reasonably be expected or anticipated to exist **immediately** after completion of the land development activity on a site ~~as the context may require~~.

Practicability policy means the latest edition of the Metropolitan North Georgia Water Planning District's Policy on Practicability Analysis for Runoff Reduction.

Pre-development means the time period, or the conditions that exist, on a site **immediately** prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities and other required improvements), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Pre-development hydrology means (a) for new development, the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site immediately before implementation of the proposed development; and (b) for redevelopment, the existing conditions hydrograph may take into account the existing development when defining the runoff curve number and calculating existing runoff, unless the existing development causes a negative impact on downstream property.

Previously developed site means a site that has been altered by paving, construction, and/or land disturbing activity.

Q

R

Redevelopment means structural land development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

~~Redevelopment means a land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.~~

Routine maintenance means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

S

Site means **an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.**

~~Site means the parcel of land being developed, or the portion thereof on which the development project is located.~~

Stormwater concept plan means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

Stormwater management means the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater management design manual means the most recent version of the stormwater design manual as published by the Atlanta Regional Commission (ARC).

Stormwater management facility means any infrastructure that controls or conveys stormwater runoff.

Stormwater management measure means any stormwater management facility or nonstructural stormwater practice.

Stormwater management plan means a plan for post-construction stormwater management at the site describing how existing runoff characteristics will be affected by a land development project and is included as part of the land development application.

~~Stormwater management plan means a document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this UDO.~~

Stormwater management system means the entire set of non-structural site design features and structural BMPs for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater runoff in a manner designed to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

~~Stormwater management system means the entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.~~

T

U

V

W

Y

ARTICLE IV. PROCEDURES

Sec. 104-3. Decision making responsibilities.

- (a) There are three basic categories of development reviews and actions associated with such reviews pursuant to this UDO:
- (1) Legislative actions involve a change in land use policy or any final legislative action detailed in O.C.G.A. § 36-66-3(4). A public hearing is required, and final approval must be made by the Mayor and City Council. Examples include, but are not limited to, rezoning decisions, special use permits and comprehensive plan amendments.
 - (2) Quasi-judicial actions involve the application of discretionary standards required by this UDO to an application other than a zoning decision as defined in O.C.G.A. § 36-66-3(4). It requires a public hearing, and procedural due process. Examples include variances, special use permits and appeals of administrative decisions, as well as design reviews that require interpretation of a set of design guidelines.
 - (3) Administrative actions involve the application of the standards of the UDO to an application by a UDO Administrator (section 103-4, UDO Administrators). A public hearing is not required. An administrative approval typically occurs late in the development process. Examples include building permits, sign permits, and certificates of occupancy.
- (b) The following table summarizes the review and approval authority of various review bodies involved in Legislative reviews, for each associated approval processes.

Figure 104-3(b) Legislative Action Approval Processes

Approval Process KEY: R = Review & Recommendation D = Final Decision A = Appeal PH = Public Hearing PM = Public Meeting	Cross-reference	Review and Approval Authority				
		UDO Administrator	Architectural Review	Historic Preservation	Planning and Zoning	Mayor and City Council
Annexations	Sec. 104-5K	R			R-PH	D-PH
Concept plan approval submitted with a rezoning application ¹	Sec. 403-4	R/D			R-PH	D-PH
Concurrent variance request	Sec. 104-5	R			R-PH	D-PH
Planned development approval submitted with a rezoning to a PRD district ²	Sec. 104-5	R	R		R-PH	D-PH
Special exceptions	Sec. 104-5	R				D-PH
Special use permit	Sec. 104-6G	R			R-PH	D-PH
Telecommunications permit	Sec. 104-5	R			R-PH	D-PH
Text amendment (comprehensive plan or UDO)	Sec. 104-5	R			R-PH	D-PH
Zoning map amendment (rezoning)	Sec. 104-5	R			R-PH	D-PH

Note:

- 1 Sketch plans not requiring rezoning or special use permit approval can be approved by the Community Development Director as part of the preliminary plat review process. Whereas sketch plans submitted as part of a required rezoning will be reviewed as part of that rezoning.
 - 2 Rezoning to or within the PRD district require an approved concept plan and architectural renderings of proposed buildings reviewed first by the Architectural Review Board, before the application is submitted to the Planning and Zoning Board.
- (c) The following table summarizes the review and approval authority of various review bodies involved in Quasi-Judicial reviews, for each associated approval processes.

Figure 104-3(c) Quasi-Judicial Action Approval Processes

Approval Process KEY: R = Review & Recommendation D = Final Decision A = Appeal PH = Public Hearing PM = Public Meeting	Cross-reference	Review and Approval Authority						
		UDO Administrator	Architectural Review Board	Historic Preservation	Tree Preservation Board	Zoning Board of Appeals	Planning and Zoning Board	Mayor and City Council
Design Review								
Minor Design Plan*	Sec. 104-6D	D						
Major Design Plan*	Sec. 104-6D	R	D					
Final major subdivision plat approval	Sec. 403-8	R						D- PH
Major Design Plan in Local Historic District	Sec. 104-6E	R		D				
Historic Review—Cert. of Appropriateness in National Historic District and Regular Cert. of Appropriateness outside of the National Historic District	Sec. 104-6F	R	D					
Historic Review—Cert. of Appropriateness in Local Historic District	Sec. 104-6E	R		D				
Demolition permit in national historic district	Sec. 104-5	R	R					D- PH
Demolition permit in local historic district	Sec. 104-5	R		R				D- PH
Variances, Exceptions, and Appeals								
Variance	Sec. 104-6K	R				D- PH		

Appeals of Administrative Decision other than Tree Removal	Sec. 104-6C	R				A		
Appeal of Administrative Decision regarding Tree Removal	Sec. 104-6C	R			A			
Appeals of decisions by the ARB, HPC, or TPB	Sec. 104-6C	R						A
Stream buffer variance	Sec. 104-5	R						D-PH

- (d) Permits that may be approved by a UDO Administrator through the administrative review process fall under three different review sub-categories: building review by the city Building Official, engineering review by the City Engineer, and zoning review by the Zoning Administrator. The following table summarizes the different administrative permits that may be granted under this UDO and which UDO Administrator review them.

Figure 104-3(d) Administrative Action Processes

Approval Process	Cross Reference	Review and Approval Authority		
		Building	City Engineer	Zoning
Administrative Variance	Sec. 104-7A		■	■
Building Permit ¹	Sec. 104-7B	■	■	
Certificate of Appropriateness	Sec. 104-7C			■
Certificate of Completion	Sec. 104-7D	■		
Certificate of Occupancy	Sec. 104-7E	■		
Change of Occupancy certificate	Sec. 104-7F	■		
Commercial Filming Permit	Sec. 104-7G		■	
Demolition Permit ²	Sec. 104-7H	■		■ ³
Development Permit	Sec. 104-7I	■	■	■
Exemption Plat	Sec. 403-10	■	■	■
Land Disturbance Permit	Sec. 104-7J	■	■	
Plat Amendments		■	■	■
Preliminary Plat	Sec. 403-5		■	■
Parking Waiver	Sec. 104-7K			■
Sign Permits ⁴	Sec. 104-7L	■		■
Temporary Outdoor Activities Permit	Sec. 104-7M	■	■	■
Temporary Outdoor Retail Display Permit	Sec. 104-7N	■	■	■
Trade Permits, both commercial and residential ⁵	Sec. 104.7P	■		
Tree Removal, both commercial and residential	Sec. 104-7O		■	■
Utility Permits	Sec. 104-7Q		■	
Zoning verification letter	Sec. 104-7R			■

Notes:

- 1 Building Permits fall under the following categories: Single- family townhome; Single-family Detached Home; Duplex; Residential 4-plex; Condominium; New commercial construction; Residential remodel; and Residential Storage
 - 2 Demolition Permits fall under the following categories: Residential demolition outside of the historic district; Residential demolition inside the historic district; Residential interior or limited demolition; Commercial interior or limited demolition; and Commercial demolition removal of entire building or section
 - 3 Zoning Administrator reviews demolition permits inside the historic district only
 - 4 Sign Permits fall under the following categories: Temporary sign; New monument sign; Building sign
 - 5 Trade permits are first classified as being either residential or commercial, and then may be for electrical repairs and upgrades, gas line repairs and upgrades, HVAC repairs and upgrades, low voltage repairs and upgrades, plumbing repairs and upgrades, or re-roof
- (Ord. No. 08-2019 , § I, 6-3-2019; Ord. No. 08-2022 , § I, 8-1-2022)

Sec. 104-4. Common review provisions.

- (a) *Applicability.* The following requirements are common to the procedures in this article and apply to most applications submitted under its provisions. Applications seeking amendments to the zoning ordinance governed by O.C.G.A. § 36-66-4(h) et seq. shall be sought and noticed according to the provisions set forth therein. Notwithstanding the requirements under O.C.G.A. § 36-66-4(h), the general procedures for all applications have six common elements: the procedures for all applications have six common elements:
 - (1) Pre-application inquiry or conference.
 - (2) Submittal of a complete application, including fee payments and appropriate information and studies;
 - (3) Review of the submittal by appropriate staff, commissions, and boards after proper public notice has been made, if necessary;
 - (4) A decision is made to approve, approve with conditions, or deny together with a description of the actions authorized and the time period for exercising those development rights;
 - (5) If necessary, amending or appealing the decision; and
 - (6) Recording the decision.
- (b) *Common application requirements.*
 - (1) Pre-application inquiry or conference.
 - a. When an applicant desires to undertake a development project or make improvement to their property, they make inquiries to the Community Development Department about the approval process. Based on the nature of the proposal, staff either schedules a pre-application conference or provides the applicant with the proper forms for the appropriate review. Most application requests are handled under administrative review, and the applicant will likely just work with city staff during the review process.
 - b. Any application requiring a legislative or quasi-judicial review process or that involves site or building plan approval will require a pre-application conference before submittal, and presentation of a sketch plan or concept plan illustrating the basic site layout and building configuration for the proposal. See concept plans standards in article V of this chapter.
 - c. At the pre-application conference, the applicant will be informed of a preliminary determination of which review authorities will examine the application. Each application is unique and special circumstances may come to light later over the course of processing the application that will

require the involvement of additional review authorities, see figure 104-3(d) for an overview of roles each review authority has in the application review process. Following are some basic rules as to how applications are routed to the appropriate authorities.

1. If the property owner desires to undertake a development proposal involving a rezoning that is not consistent with the comprehensive plan future development map, a comprehensive plan amendment must first be approved through legislative review.
2. If the application is for a project that qualifies as a development of regional impact (DRI) and is the first request for city action or is a revision to a previous DRI the proposal must be transmitted to the Atlanta Regional Commission for review, refer to subsection 104-4(d), developments of regional impact for details and procedures.
3. If the subject property in the application is not appropriately zoned, improvements to uses on the property are limited by the grandfathered use provisions of the UDO (see section 206-1) or a request for rezoning or approval of a special use must be approved prior to development or construction through legislative review.
4. If the applicant is seeking a certificate of appropriateness for a subject property within the historic district, or the possible removal or demolition of an historic structure, then the Architectural Review Board or Historic Preservation Commission will review the application, depending on the location of the property and the designated historic district is it located.
5. If the applicant is seeking a variance from the tree preservation provisions of this UDO or wishes to appeal an administrative decision concerning the removal of trees, then the Tree Preservation Board will review the application.
6. If the approval of the application will result in an alteration to an existing building façade, the installation of solar panels, or involves the construction of new buildings, then the Architectural Review Board will review the application.
7. If the application is for an appeal of an administrative decision, then the application will need to be routed for quasi-judicial review.

(2) Application submittal.

- a. All applications must be filed with the Community Development Department and must be submitted on forms and in such numbers as required by the Community Development Director.
- b. Application forms can be obtained from the Community Development Department offices and on the city website, and each form lists the information that must be submitted with the application.
- c. Fees
 1. Application fees have been established by the Mayor and City Council and are listed on an official fee schedule kept on file by the Community Development Department and available on the city website.
 2. Before review of an application, all application fees must be paid in full.
- d. Completeness determination.
 1. All applications must be complete before they can be filed and processed by the city.
 2. An application is considered complete when it contains all of the information necessary to decide whether or not the application will comply with all of the applicable requirements of the UDO.
 3. The presumption is that all the information listed as required on the city's application forms is necessary to satisfy the requirements of this UDO. However, it is recognized that

each application is unique, and more or revised information may be required according to the specifics of an application. The applicant may rely on the Community Development Director to determine whether more or revised information must be submitted after application intake.

4. No application will be considered complete if it fails to meet the requirements of subsection 104-5(d), lapse of time requirement for reapplication and will not be accepted.
- (3) Application intake and initial administrative review.
 - a. Complete applications must be submitted in accordance with the published application schedule. Application schedules indicating submittal dates are developed each year and made available on-line on the city's website and to the public at the Community Development offices.
 - b. In reviewing an application, the UDO Administrator may determine that some of the application materials need to be revised or additional information is needed to determine if the application is in compliance with city land use policies and the provisions of the UDO and will inform the applicant of these additional application requirements.
 - c. Once an application has been filed, the UDO Administrator will assign a case number and review the application and attached information and determine what review authorities will initially examine it. The UDO Administrator will confirm with the applicant the proposed schedule for related upcoming meetings and hearings. Refer to the appropriate sections of this article for procedures pertinent to each type of application.
 - (4) Revised application materials.
 - a. All revised application materials must be submitted to the Community Development Department which will route the materials to the appropriate review bodies.
 - b. No revised plans may be sent directly to any of the boards or commission described in article III of this chapter, or the Mayor or City Council by an applicant.
 - c. No revised application materials, either hard copy or electronic, may be submitted to the Community Development Department less than 12 days prior to a scheduled public meeting or public hearing.
 - (5) Withdrawal of an application.
 - a. Any application may be withdrawn at any time at the discretion of the applicant by providing written notice to the Community Development Director.
 - b. No portion of a required application fee will be refunded on any application withdrawn.
 - c. For applications for legislative review, if a public hearing has been held by the Mayor and City Council, the withdrawn application will be announced at the hearing, and the application is subject to a refiling delay, as required in subsection 104-6(d), lapse of time requirement for reapplication.
 - d. For applications for legislative review, if a public hearing has not been held by the Mayor and City Council, the withdrawn application is not subject to the refiling delay in subsection 104-5(d) Lapse of Time Requirement for Reapplication. But an application for Legislative Review affecting the same or any portion of property may not be refiled, except upon initiation of Mayor and City Council, for a period of at least 180 calendar days.
 - (6) Notice.
 - a. Within five business days after a decision is made, a copy of the decision must be sent to the applicant by the Community Development Director. In the case of permit issuance, the permit constitutes written notice of the decision.

- b. A record of the action taken on each application will be kept on file in the offices of the Community Development Department and each record of action is a matter of public record.
- (c) *Public notice requirements.*
- (1) The notice requirements for each type of application are prescribed in the individual subsections of this article.
 - (2) When a public notice of a hearing is required, the fact that the notice is not received due to an error that was not the fault of the city does not prevent the public hearing from happening, change any decision made at the public hearing, or prevent the application from continuing to move forward through the review process.
 - (3) There are three basic types of public notice:
 - a. *Published notice.* Where published notice is required **for legislative actions**, notice of the public hearing must be published by the Community Development Director at least once in a newspaper of general circulation within the city at least 15 calendar days, but not more than 45 calendar days, prior to the date of the public hearing, or meeting. **For quasi-judicial actions, notice of any public hearing shall be published at least once in a newspaper of general circulation within the city at least 30 days prior thereto.**
 - b. *Mailed notice.* Where a mailed notice is required **for legislative actions**, the city will notify by United States mail all owners of property included in the proposed application and all owners of abutting properties unless otherwise required elsewhere in the UDO, as shown on the county tax records. Notice must be mailed at least 15 calendar days, but not more than 45 calendar days, prior to the date of the public hearing or meeting. **For quasi-judicial actions, notice of any public hearing shall be mailed to the owner of the property that is the subject of the proposed action in addition to any other mailed notice requirements outlined elsewhere in this UDO.**
 - c. *Posted notice (signage).* Where posted notice is required, a sign must be placed in a conspicuous location on the property. In the case of multiple parcels, sufficient signs must be posted to provide reasonable notice to interested persons. Signs must be posted by the Community Development Department as per specifications approved by the City Council at least 15 calendar days prior to the date of the public hearing, or meeting, and will be removed by the Community Development Department within three days of the date of final action by the City Council. By filing an application for a review process that requires placement of a sign, the property owner and applicant are deemed to have given the Community Development Department license to enter onto the subject properties for the placement, replacement, maintenance and removal of all necessary signs. **For quasi-judicial actions, notice of any public hearing shall be posted to the property that is the subject of the proposed action at least 30 days prior thereto.**
 - (4) Content of Notice. Required notice of a public hearing must provide at least the following:
 - a. A case number;
 - b. The address of the subject property (if available);
 - c. The general location of the land that is subject of the application, which may include a location map;
 - d. A description of the action requested and the purpose of the hearing or meeting;
 - e. In the case of a proposed zoning map amendment (rezoning), the present zoning classification of the subject property and the proposed zoning classification of the subject property;
 - f. The time, date and place of the public hearing or meeting; and
 - g. A phone number to contact the Community Development Department.

- (5) The notice requirements for certain types of public hearings are established in the table 104-4(c).

Table 104-4(c)

Type of Public Hearing	Published	Mail	Posted (Sign)
Amendments to the Comprehensive Plan or the text of the UDO	Yes	No	No
Appeals of an administrative decision ¹	Yes	No	No
Building Permit or Land Disturbance Permit	No	No	No
Commercial Filming Permit ²	No	No	Yes
Final Plat, Major	No	No	No
Rezoning < 25 Parcels	Yes	No	Yes
Rezoning 25 or More Parcels	Yes	No	Yes
Special Use Permit	Yes	No Yes as outlined in Sec 104-4(c)(3)	Yes
Stream Buffer Variance	Yes	No	Yes
Historic Structure Removal or Demolition ³	Yes	Yes	Yes
Zoning Variance Quasi-Judicial ⁴	Yes	No Yes as outlined in Sec 104-4(c)(3)	Yes

Notes:

1. Includes Board of Appeals hearings.
2. Commercial filming permit - A minimum notice of three days must be delivered to all businesses and residences in the within 300 feet of the subject property boundary of the proposed filming site. The notice may be given by mobile illuminated signs, leaflets, mailed notice, by temporary signage in the public right-of-way or any other means designed to effectuate the notice requirements of this subsection. The method of giving such notice shall be subject to the approval of the Community Development Director.
3. Includes Architectural Review Board and/or Historic Preservation Commission hearings, if appropriate.

(d) *Developments of regional impact.*

- (1) *Types of approvals covered.* The provisions of this section apply to any type of governmental action requested by a private party related to a development project, such as a rezoning or special use approval, special exception or variance approval, and issuance of a permit.
- (2) *Thresholds for regional review.* Any development project for which any governmental action is requested that meets or exceeds any of the thresholds established by the Atlanta Regional Commission (ARC), as determined by the Community Development Director, shall be considered a Development of Regional Impact (DRI).
- (3) *Process for DRI review.*
 - a. First request for project approval.
 1. Upon receipt by any City department of the first application for governmental action that meets or exceeds the thresholds for a development of regional impact (DRI), no further

processing of the application shall proceed until the DRI process is completed. Such applicant is to be referred to the Community Development Director.

2. The applicant will be notified by the Community Development Director that the project meets or exceeds the DRI thresholds and will be required to submit additional information about the project using forms available from the Georgia Department of Community Affairs (DCA).
 3. The Community Development Director, on behalf of the applicant, will submit an "initial DRI information" form simultaneously to the Atlanta Regional Commission (ARC), DCA and the State Road and Toll Authority (SRTA) or its successors responsible for regional transportation.
 4. Upon notification from ARC that the project is in fact a DRI, a pre-application conference will be scheduled by ARC. Attendance at the conference by the applicant or the applicant's representative is mandatory.
 5. The applicant shall submit to the Community Development Director such additional information as determined at the pre-review meeting. The Community Development will then submit such additional information along with the "DRI review initiation request" to ARC and GRTA, along with a "GRTA DRI review package" in accordance with the technical guidelines adopted by GRTA, to begin the formal review process. Additional information may be required of the applicant if ARC or GRTA determine that the DRI review request is incomplete.
 6. Coordination and resolution.
 - i. If ARC determines that adverse interjurisdictional impacts, conflicts or other impacts on a Regionally Important Resource (as identified by DCA) will result from the project, the applicant shall participate in discussions with ARC to resolve such issues. Actions or conflicts related to DRIs are subject to mediation under the Georgia Planning Act (O.C.G.A. § 50-8-7.1(d)).
 - ii. If GRTA determines that the project does not comply with GRTA's criteria for DRI review, the applicant shall cooperate with GRTA in the resolution of such determination, which may include GRTA's formal process for appeals.
 7. All DRIs shall proceed through review in accordance with the rules and regulations for developments of regional impact adopted by the Georgia Department of Community Affairs, and the procedures and principles for DRI review adopted by the Georgia Regional Transportation Authority. Nothing in this Code shall be deemed to have modified such rules and procedures in any way.
- b. Subsequent requests for project approval. Once the development project has been reviewed by ARC and GRTA and the first governmental action has been granted, no further reviews by ARC or GRTA of subsequent governmental actions need to be reviewed by ARC and GRTA unless the project is significantly or materially revised.
- c. Final action by the city.
1. Approval of the first request for governmental action by the city shall not be made on a Development of Regional Impact until final determinations by ARC and GRTA have been received by the city.
 2. Upon completion of the DRI process and receipt by the city of final determinations by ARC and GRTA, processing of the application for governmental action may proceed. Such findings by ARC and GRTA shall accompany the application and action shall be required by the City Council following the adopted procedural provisions of DCA and GRTA regarding DRI reviews prior to approval of such application.

(Ord. No. 08-2019 , § I, 6-3-2019; Ord. No. 14-2019 , 11-4-2019; Ord. No. 08-2022 , § I, 8-1-2022)

Sec. 104-6. Quasi-judicial review.

- (a) *Applicability.* The following requirements apply to all applications that are subject to a quasi-judicial review, including appeals of decisions made by the Community Development Director, decisions on special use permits, or the seeking of variances from the provisions of the UDO. These include appeals and variance requests made to the Zoning Board of Appeals, and the Tree Preservation Board, referred to in this section as Appellate Boards, requests for special use permits made to the City Council, and certificates of appropriateness made to the HPC and ARB.
- (b) *Burden of proof in appeals and variances.*
 - (1) *Requirements.* It shall be the responsibility of an applicant seeking an appeal or a variance to present facts and evidence to explain how the proposed appeal or variance is consistent with the general spirit and intent of the applicable code, and how the request conforms to the standards of review in the UDO.
 - (2) *Review.* It is the duty of the appellate board to review such facts and evidence in light of the general spirit and intent of pertinent code to balance the public health, safety, morality, aesthetics, and general welfare against the injury to a specific applicant that would result from the strict application of the provisions of the code on the applicant's property, and to determine whether the request conforms to the standards of the review in the UDO.
- (c) *Appeals to an Appellate Board.*
 - (1) Appeals to an appellate board may be taken by any person aggrieved or adversely affected, or by any official of the city affected by any decision of the Community Development Director.
 - a. Such appeal shall be taken within 30 days after the decision appealed from by filing with the Community Development Director and with the City Clerk a notice of appeal specifying the grounds thereof.
 - b. The Director shall forthwith transmit to the appropriate appellate board all the papers constituting the record upon which the action appealed from was taken.
 - (2) An appeal shall stay all proceedings in furtherance of the action appealed from unless the Community Development Director certifies to the appellate board that, by reason of facts stated in the certificate, a stay would, in their opinion, cause imminent peril to life or property. In such a case, proceedings shall not be stayed other than by the appellate board or by a restraining order granted by a court of record on application and notice to the Community Development Director for good cause shown.
 - (3) The appellate board shall meet upon notice from the chairperson, within ten business days of the filing of an appeal. Failure to hold a hearing related to any appeal within ten days of filing of the appeal shall result in a de facto approval of the applicant's appeal request at the next regularly scheduled appellate board meeting.
- (d) *Standards for design review and certificates of appropriateness.*
 - (1) The City of Norcross Architectural and Site Design Standards, or as amended, incorporates the standards used by the Community Development Department, the ARB and the HPC in reviewing site or construction plans for issuance of a certificate of appropriateness.
- (e) *Process for obtaining a certificate of appropriateness in the local historic district.*
 - (1) *Approval of material change in appearance in historic districts or involving historic properties.* After the designation by ordinance of a historic property of a historic district, no material change in the appearance of such historic property, or of a contributing or non-contributing building, structure, site or object within such historic district, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a certificate of appropriateness has been submitted to and approved by the HPC. A building permit shall not be issued without a certificate of

appropriateness. The HPC shall not approve applications for demolition without reviewing at the same time post-demolition plans. The HPC shall have exclusive jurisdiction to issue or to deny an application for a certificate of appropriateness within the historic district and over any designated historic property. The ARB shall not have any jurisdiction within the local historic district.

- (2) *Submission of plans to HPC.* An application for a certificate of appropriateness shall be accompanied by such drawings, photographs, plans and documentation as may be required by the HPC. The Historic Preservation HPC shall not require that the plans and specifications be prepared by professionals, but only that such documentation be prepared in such a way as to be easily understood by the HPC members.
- (3) *Interior alterations.* In its review of applications for certificates of appropriateness, the HPC shall not consider interior arrangement or use having no effect on exterior architectural features.
- (4) *Technical advice.* The HPC shall have the power to seek technical advice from outside its members on any application.
- (5) *Public hearings on applications for certificates of appropriateness, notices, and right to be heard.* The HPC shall hold a public hearing at which each proposed certificate of appropriateness is discussed. Notice of the hearing shall be published in the principal newspaper of local circulation in the city and written notice of the hearing shall be mailed by the HPC to all owners and occupants of the subject property. The written and published notice shall be provided in the same manner and time frame as notices are provided before a public hearing for ~~rezoning~~ **quasi-judicial review**.

The HPC shall give the property owner and/or applicant an opportunity to be heard at the certificate of appropriateness hearing.

- (6) *Acceptable HPC reaction to applications for certificate of appropriateness. HPC action.* The HPC may approve the certificate of appropriateness as proposed, approve the certificate of appropriateness with any modifications it deems necessary, or reject it.
 - a. The HPC shall approve the application and issue a certificate of appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value of the historic property or the historic district. In making this determination, the HPC shall consider, in addition to any other pertinent factors, the following criteria for each of the following acts:
 1. *Reconstruction, alteration, new construction or renovation.* The HPC shall issue certificates of appropriateness for the above proposed actions if those actions conform in design, scale, building materials, setback and site features, and to the Secretary of Interior's standards for rehabilitation and guidelines for rehabilitating historic buildings.
 2. *Relocation.* A decision by the HPC approving or denying a certificate of appropriateness for the relocation of a building, structure, or object shall be guided by:
 - i. The historic character and aesthetic interest the building, structure or object contributes to its present setting.
 - ii. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be.
 - iii. Whether the building, structure or object can be moved without significant damage to its physical integrity.
 - iv. Whether the proposed relocation area is compatible with the historical and architectural character of the building, structure, site or object.
 3. *Demolition.* A decision by the HPC approving or denying a certificate of appropriateness for the demolition of buildings, structures, sites, judged to be 50 years old or older, or objects shall be guided by:
 - i. The historic, scenic or architectural significance of the building, structure, site, or object.

- ii. The importance of the building, structure, site, or object to the ambiance of a district.
 - iii. The difficulty or the impossibility of reproducing such a building, structure, site, object because of its design, texture, material, detail, or unique location.
 - iv. Whether the building, structure, site, object is one of the last remaining examples of its kind in the neighborhood or the city.
 - v. Whether there are definite plans for use of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be.
 - vi. Whether reasonable measures can be taken to save the building, structure, site, or object from collapse.
 - vii. Whether the building, structure, site, or object is capable of earning reasonable economic return on its value.
- (7) *Undue hardship.* When, by reason of unusual circumstances, the strict application of any provision of this chapter would result in the exceptional practical difficulty or undue economic hardship upon any owner of a specific property, the HPC, in passing upon applications, shall have the power to vary or modify strict provisions, so as to relieve such difficulty or hardship; provided such variances, modifications interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the HPC may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this chapter. An undue hardship shall not be a situation of the person's own making.
- (8) *Deadline for approval or rejection of application for certificate of appropriateness.*
- a. The HPC shall approve or reject an application for a certificate of appropriateness within 45 days after the filing thereof by the owner or occupant of a historic property, or of a building structure, site, or object located within a historic district. Evidence of approval shall be by a certificate of appropriateness issued by the HPC. Notice of the issuance or denial of a certificate of appropriateness shall be sent by United States mail to the applicant and all other persons who have requested such notice in writing filed with the HPC.
 - b. Failure of the HPC to act within said 45 days shall constitute approval, and no other evidence of approval shall be needed.
- (9) *Necessary action to be taken by HPC upon rejection of application for certificate of appropriateness.*
- a. In the event the HPC rejects an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant. The HPC may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after doing so.
 - b. In cases where the application covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of the application for a certificate of appropriateness by the HPC shall be binding upon the building inspector or other administrative officer charged with issuing building permits and, in such a case, no building permit shall be issued.
- (10) *Requirement of conformance with certificate of appropriateness.*
- a. All work performed pursuant to an issued certificate of appropriateness shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the HPC shall issue a cease and desist order and all work shall cease.
 - b. The HPC and the Norcross City Council shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance of a designated historic property or historic district, except those changes made in compliance with

the provisions of this chapter or to prevent any illegal act or conduct with respect to such historic property or historic district.

- (11) *Certificate of appropriateness void if construction not commenced.* A certificate of appropriateness shall become void unless construction is commenced, or progress is made toward construction, within six months of date of issuance. A certificate of appropriateness shall be issued for a period of 12 months and is renewable.
- (12) *Recording an application for certificate of appropriateness.* The HPC shall keep a public record of all applications for certificates of appropriateness, and or all the HPC's proceedings in connection with said application.
- (13) *Acquisition of property.* The HPC may, where such action is authorized by the City Council and is reasonably necessary or appropriate for the preservation of a unique historic property, enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise, to the property or any interest therein.
- (f) *Process for obtaining a certificate of appropriateness outside the local historic district.* The process for obtaining a certificate of appropriateness from the ARB is provided in the City of Norcross Architectural and Site Design Standards, or as amended **and also follows the process for quasi judicial actions.**
- (g) *Rules of procedure; meetings; minutes, records for a special use permit.* The Planning and Zoning Board and the Mayor and City Council will utilize the policies and rules of procedure to govern the calling and conducting their hearings as described in article III, section 103-3.
- (h) *Development of an approved special use permit.*
 - (1) The issuance of a special use permit shall only constitute approval of the proposed use, and development of the use shall not be carried out until the applicant has secured all other permits and approvals required. The Community Development Department shall not issue a certificate of occupancy for the specific use unless all requirements and conditions of the special use permit have been fulfilled by the owner of the property.
 - (2) If an application is approved and a special use permit is granted, all conditions which may have been attached to the approval are binding on the property. All subsequent development and use of the property shall be in accordance with the approved plan and conditions. Once established, the special use shall be in continuous operation. Upon discovery that the operation of the special use has or had ceased for a period of 90 days or more and the owner of the property has not requested voluntary termination of the special use permit, the Community Development Director may forward a report to the Mayor and City Council through the Planning and Zoning Board which may recommend that action be taken to terminate the special use permit from the property.
- (i) *Compliance with special use permit requirements.*
 - (1) The Community Development Director shall have the right to periodically examine the operation of the specific use to determine compliance with the requirements and any conditions of a special use permit.
 - (2) If the Community Development Director determines that the requirements and conditions are being violated, a written notice shall be issued by hand-delivery, by electronic mail with delivery and read receipts requested to the owner's e-mail address of record, or by certified mail return receipt requested to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten days to come into compliance. If such notice is e-mailed or mailed to the owner, the notice shall be deemed to have been given upon the date of sending. The notice shall also state that the owner has the right to appeal the determination of the Community Development Director to the Zoning Board of Appeals.
 - (3) If after ten days the violations continue to exist, the Community Development Director shall forward a report to the Mayor and City Council through the Planning and Zoning Board, which report may recommend that action be taken to remove or terminate the special use permit from the property, or

to exercise all other rights of enforcement permitted by law. The Mayor and City Council may stay their proceedings on such a report from the Director pending resolution of any timely appeal to the Zoning Board of Appeals.

- (j) *Special use permits in residential districts.* An approved special use permit in a residential zoning district where the proposed special use is proposed to operate in a dwelling or as an accessory use to a dwelling is subject to the following additional requirements:
- (1) The special use permit shall be valid for no more than an initial two-year period. Upon or before the expiration of the special use permit, the owner shall make application to renew the special use permit if continuance is desired. As part of a special use permit renewal, the Mayor and City Council may waive any subsequent time limitation.
 - (2) The special use shall operate within the dwelling on the property or, if approved by the Mayor and City Council, in an accessory structure.
 - (3) The exterior character of the dwelling shall be preserved in its residential state and there shall be no outside evidence of the operation of the special use to the neighborhood, except for any accessory structure approved by the Mayor and City Council.
 - (4) The owner of the property or business shall occupy the property and shall operate any business associated with the special use.
- (k) *Variances to the Zoning Board of Appeals.*
- (1) *Authority.* Unless otherwise provided for in the UDO, the ZBA shall have authority to grant variances from the requirements of the UDO, in accordance with the standards and procedures as set forth in this section.
 - (2) *Purpose.* The purpose of a variance is to provide a mechanism when, owing to special conditions, the strict application of the UDO would impose on a landowner exceptional and undue hardship that can be mitigated without conferring on the applicant special privilege.
 - (3) *Initiation.* A written petition for a variance is to be initiated by the owner(s) of the subject property or the authorized agent(s) of the owner(s) of the property for which relief is sought. Applications shall be filed on forms provided by the Community Development Department and shall not be considered accepted unless complete in every respect. Application fees shall be as established by the Mayor and City Council.
 - (4) *Application procedures.* An application for a variance shall be filed with the Community Development Department, accompanied by a non-refundable fee, as established from time to time by the Mayor and City Council, to defray the actual cost of processing the application. The application shall be in such form and shall contain at a minimum the following information and documentation:
 - a. Name, address, telephone number, fax number and email address of owner(s) and applicant, if not owner.
 - b. Legal description, street address, lot number and subdivision name, if any, of the property that is the subject of the application.
 - c. A survey, as completed by a surveyor registered in the state, accurately depicting the boundaries of the site.
 - d. The size of the subject property.
 - e. The purpose for the requested variance, and a statement of the intended development of the property if the variance is granted.
 - f. The specific provision of the UDO from which a variance is requested.

- g. A statement explaining how the proposed variance is consistent with the general spirit and intent of the zoning ordinance and comprehensive plan.
- h. A statement addressing the applicable standards for a variance from subsection 103-11(d)
- (5) *Staff report.* The staff of the Community Development Department shall conduct a site inspection and shall prepare an analysis of each application for variance. The staff report shall be presented in written form to the Zoning Board prior to the scheduled hearing date.
- (6) *Public hearing procedures and standards.*
 - a. Before the Zoning Board of Appeals acts upon an application for a Variance, it shall hold a public hearing under the procedures and standards of chapter 100, article III, review authority.
 - b. The notice of the time and place of such hearing shall be published at least 30 days, but not more than 45 calendar days, prior to the hearing in a newspaper of general circulation within the territorial boundaries of the city. At the hearing any party may appear in person or by agent or attorney.
 - c. In addition, the Community Development Department shall at least 30 days prior to the hearing erect in a conspicuous place on the property involved a sign which shall contain information as to the variance applied for and the time and place of hearing and all other information required by this UDO in addition to mailing a letter to the property owner of record for the property that is subject to the action under consideration.
- (I) *Decisions of an appellate board.*
 - (1) All appeal hearings and decisions shall be made in a public meeting, as mandated under state law, and following the procedures, standards and provisions of chapter 100, article III, review authorities.
 - (2) All decisions of an appellate board shall be furnished in writing to the applicant and to the Community Development Director within three days of a final action.
 - (3) The Community Development Director shall take immediate action in accordance with the decision of the appellate board.

Article VII. Post Development Stormwater Management for New Development and Redevelopment

Section 407 - 1. Purpose and Intent. The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post-construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the City of Norcross is required to comply with several state and federal laws, regulations and permits and the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post- construction stormwater runoff.

Section 407 - 2. Adoption and Implementation of a Design Manual; Conflicts and Inconsistencies.

- (a) In implementing this article, the City of Norcross shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GCSMM or the GSMM, whichever is more stringent, as well as all related appendices.**
- (b) This article is not intended to modify or repeal any other article, rule, regulation or other provision of law, including but not limited to any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the MS4 permit of the City of Norcross and this article, the provision of the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this article and the GCSMM, the provision from this article shall control. In the event of any other conflict or inconsistency between any provision of this article and any other article, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.**
- (c) If any provision of this article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this article.**

Section 407 - 3. Designation of Administrator. The mayor, city manager, or his designee may from time to time appoint someone to administer and implement this article.

Section 407 - 4. Applicability Criteria for Stormwater Management Standards. This article applies to the following activities:

- (a) **New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre of land or greater;**
- (b) **Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land disturbing activity of 1 acre or more;**
- (c) **New development and redevelopment if**
 - (i) **such new development or redevelopment is part of a subdivision or other common plan of development, and**
 - (ii) **the sum of all associated impervious surface area or land disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in (a) and (b) above;**
- (d) **Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this ordinance; and**
- (e) **Linear transportation projects that exceed the threshold in (a) or (b) above.**

Section 407 - 5. Exemptions from Stormwater Management Standards. This article does not apply to the following activities:

- (a) **Land disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;**
- (b) **Land disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;**
- (c) **Land disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;**
- (d) **Repairs to any stormwater management system deemed necessary by the administrator;**
- (e) **Agricultural practices as described in O.C.G.A. 12-7-17(5) within areas zoned for these**

activities with the exception of buildings or permanent structures that exceed the threshold in Section 5(a) or (b);

- (f) Silvicultural land management activities as described in O.C.G.A. 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in Section 5 (a) or (b); and
- (g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including but not limited to elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits.

Section 407 - 6. Stormwater Management Standards. Subject to the applicability criteria in Section 407-4 and exemptions in Section 407-5, the following stormwater management standards apply. Additional details for each standard can be found in the GCSMM Volume 2, Section 2.2.2.2:

- (a) Design of Stormwater Management System: The design of the stormwater management system shall be in accordance with the applicable sections of the GCSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.
- (b) Natural Resources Inventory: Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the Stormwater Management Plan, shall include, at a minimum (as applicable):
 - (i) Topography (minimum of 2-foot contours) and Steep Slopes (i.e., Areas with Slopes Greater Than 15%),
 - (ii) Natural Drainage Divides and Patterns,
 - (iii) Natural Drainage Features (e.g., swales, basins, depressional areas),
 - (iv) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors,
 - (v) Predominant soils (including erodible soils and karst areas), and
 - (vi) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.
- (c) Better Site Design Practices for Stormwater Management: Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in GCSMM Volume 2.
- (d) Stormwater Runoff Quality/Reduction: Stormwater Runoff Quality/Reduction shall

be provided by using the following:

- (i) For development with a stormwater management plan submitted before December 10, 2020, the applicant may choose either (A) Runoff Reduction or (B) Water Quality.
- (ii) For development with a stormwater management plan submitted on or after December 10, 2020, the applicant shall choose (A) Runoff Reduction and additional water quality shall not be required. To the extent (A) Runoff Reduction has been determined to be infeasible for all or a portion of the site using the Practicability Policy, then (B) Water Quality shall apply for the remaining runoff from a 1.2-inch rainfall event and must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GCSMM.
 - (A) Runoff Reduction - The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.
 - (B) Water Quality – The stormwater management system shall be designed to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GCSMM for runoff from a 1.2-inch rainfall event.
- (iii) If a site is determined to be a hotspot as defined in Section 2, the City of Norcross may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.
- (e) Stream Channel Protection: Stream channel protection shall be provided by using all of the following three approaches:
 - (i) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;
 - (ii) Erosion prevention measures, such as energy dissipation and velocity control; and
 - (iii) Preservation of any applicable stream buffer.
- (f) Overbank Flood Protection: Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.

- (g) Extreme Flood Protection: Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.
- (h) Downstream Analysis: Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises 10% of the total drainage area in accordance with the GCSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.
- (i) Stormwater Management System Inspection and Maintenance: The components of the stormwater management system that will not be dedicated to and accepted by the City of Norcross, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in Section 407-7.

Section 407 - 7. Pre-Submittal Meeting, Stormwater Concept Plan, and Stormwater Management Plan Requirements.

- (a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the City of Norcross. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GCSMM Section 2.4.2.4) or the stormwater concept plan (GCSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the City of Norcross when applying for a Determination of Infeasibility through the Practicability Policy.
- (b) The stormwater concept plan shall be prepared using the minimum following steps:
 - (i) Develop the site layout using better site design techniques, as applicable.
 - (ii) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection.

- (iii) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations.

(c) The stormwater concept plan shall contain:

- (i) Common address and legal description of the site,
- (ii) Vicinity map, and
- (iii) Existing conditions and proposed site layout mapping and plans (recommended scale of 1" = 50'), which illustrate at a minimum:
 - (A) Existing and proposed topography (minimum of 2-foot contours),
 - (B) Perennial and intermittent streams,
 - (C) Mapping of predominant soils from USDA soil surveys,
 - (D) Boundaries of existing predominant vegetation and proposed limits of clearing and grading,
 - (E) Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.),
 - (F) Location of existing and proposed roads, buildings, parking areas and other impervious surfaces,
 - (G) Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements,
 - (H) Preliminary estimates of unified stormwater sizing criteria requirements,
 - (I) Preliminary selection and location, size, and limits of disturbance of proposed BMPs,
 - (J) Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains,
 - (K) Flow paths,

(L) Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage, and

(M) Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.

(d) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the State of Georgia. Items (iii), (iv), (v), and (vi) shall be sealed and signed by a registered Professional Engineer licensed in the State of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose.

(i) Natural Resources Inventory

(ii) Stormwater Concept Plan

(iii) Existing Conditions Hydrologic Analysis

(iv) Post-Development Hydrologic Analysis

(v) Stormwater Management System

(vi) Downstream Analysis

(vii) Erosion and Sedimentation Control Plan

(viii) BMP Landscaping Plan

(ix) Inspection and Maintenance Agreement

(x) Evidence of Acquisition of Applicable Local and Non-Local Permits

(xi) Determination of Infeasibility (if applicable)

(e) For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards the following must also be included in the stormwater management plan for existing stormwater management structures:

(i) As-built Drawings

(ii) Hydrology Reports

(iii) Current inspection of existing stormwater management structures with deficiencies noted

(iv) **BMP Landscaping Plans**

Section 407 - 8. Application Fee. The fee for review of any land development application shall be based on the fee structure established by the City of Norcross, and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

Section 407 - 9. Application Procedures. Land development applications are handled as part of the process to obtain the land disturbance permit or building permit pursuant to the City of Norcross Code of Ordinances, as applicable. Before any person begins development on a site, the owner of the site shall first obtain approval in accordance with the following procedures:

- (a) **File a land development application with the City of Norcross on the City's form of application with the following supporting materials:**
 - (i) **the stormwater management plan prepared in accordance with Section 407-7(d),**
 - (ii) **a certification that the development will be performed in accordance with the stormwater management plan once approved,**
 - (iii) **a Preliminary Determination of Infeasibility, as applicable, prepared in accordance with the practicability policy, and**
 - (iv) **an acknowledgement that applicant has reviewed the City's form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.**
- (b) **The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.**
- (c) **If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.**
- (d) **The applicant shall certify and provide documentation to the City of Norcross Community Development Department that all applicable environmental permits have been acquired for the site prior to approval of the stormwater management plan.**
- (e) **If the application and supporting materials are approved, the City of Norcross may issue the associated land disturbance permit or building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater**

management plan included in such applications becomes the approved stormwater management plan.

Section 407 - 10. Compliance with the Approved Stormwater Management Plan. All development shall be:

- (a) consistent with the approved stormwater management plan and all applicable land disturbance and building permits, and
- (b) conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

Section 407 - 11. Inspections to Ensure Plan Compliance During Construction. Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the City of Norcross or conducted and certified by a professional engineer who has been approved by the City of Norcross. Inspections shall use the approved stormwater management plan for establishing compliance. All inspections shall be documented with written reports that contain the following information:

- (a) The date and location of the inspection;
- (b) Whether the stormwater management system is in compliance with the approved stormwater management plan;
- (c) Variations from the approved stormwater management plan; and
- (d) Any other variations or violations of the conditions of the approved stormwater management plan.

Section 407 - 12. Final Inspection; As-Built Drawings; Delivery of Inspection and Maintenance Agreement. Upon completion of the development, the applicant is responsible for:

- (a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis,
- (b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer,
- (c) Certifying that the landscaping is established and installed in conformance with the

BMP landscaping plan, and

- (d) Delivering to the City of Norcross a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under Part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the City of Norcross with the request for a final inspection. The City of Norcross shall perform a final inspection with the applicant to confirm the applicant has fulfilled these responsibilities.

Section 407 - 13. Violations and Enforcement. Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit or the underlying building permit pursuant to the City of Norcross Code of Ordinances. To address a violation of this article, the City of Norcross shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including without limitation the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable requirements for such permits.

Section 407 - 14. Maintenance by Owner of Stormwater Management Systems Predating Current GCSMM. For any stormwater management systems approved and built based on requirements predating the current GCSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

Section 407 - 15. Maintenance Access Easements. The owner must ensure access from public right-of-ways to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.

Section 407 - 16. Inspection and Maintenance Agreements.

- (a) The owner shall execute an inspection and maintenance agreement with the City of Norcross obligating the owner to inspect, clean, maintain, and repair the stormwater

management system, including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the City of Norcross. After the inspection and maintenance agreement has been signed by the owner and the City of Norcross, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.

- (b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the City of Norcross. Upon any sale or transfer of the site, the new owner shall notify the City of Norcross in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitutes a failure to maintain the stormwater management system.
- (c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:
 - (i) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the City of Norcross.
 - (ii) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

Section 407 - 17. Right of Entry for Maintenance Inspections. The terms of the inspection and maintenance agreement shall provide for the City of Norcross's right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then the City of Norcross shall have the right to enter and make inspections pursuant to the City's general provisions for property maintenance inspections pursuant to the City of Norcross Code of Ordinances.

Section 407 - 18. Records of Maintenance Activities. The owner or any other party responsible for the operation and maintenance of a stormwater management system shall retain records of all maintenance and repairs and provide the records to the City of Norcross upon request.

Section 407 - 19. Owner's Failure to Maintain the Stormwater Management System. The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to the City of Norcross. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

- (a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, the owner's property maintenance obligations pursuant to the City of Norcross Code of Ordinances and other local ordinances.
- (b) To address such a failure to maintain the stormwater management system, the City of Norcross shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including without limitation prosecution, penalties, abatement, and emergency measures.
- (c) If a responsible person fails or refuses to comply with the inspection and maintenance agreement, the City of Norcross, after thirty (30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hours notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the stormwater management system in proper working condition. The City may assess the owner(s) of the stormwater management system for the cost of repair work which shall be a lien on the property.

Section 407 - 20. Violations, Enforcement and Penalties

Any action or inaction which violates the provisions of this article or the requirements of an approved Stormwater Management Plan or permit may be subject to enforcement actions outlined in this section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

The owner and developer of any property under development are responsible for all violations of this article occurring on their property and may be cited. In addition, other responsible parties, such as the corporation, person, or entity conducting the illegal or unpermitted activity may also be cited, including individual workers on the development site.

(a) Notice of Violation

If the City of Norcross determines the responsible person has failed to comply with the terms and conditions of a permit, an approved Stormwater Management Plan or the provisions of this article, a written Notice of Violation to the responsible person may

be issued. The City may also proceed to issue stop work orders, citations or other remedies under this article, without first issuing a Notice of Violation.

If a Notice of Violation is issued, it shall contain:

- (1) The name and address of the owner or the responsible person;
- (2) The address or other description of the site upon which the violation is occurring;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial action necessary to bring the action or inaction into compliance with the permit, the Stormwater Management Plan, or this article and the date for completion of the remedial action; and
- (5) A statement of the penalty or penalties that may be assessed against the person to whom the Notice of Violation is directed.

In the event a Notice of Violation does not result in compliance by the date specified, the City shall impose one of the following penalties.

(b) Penalties

In the event there is unpermitted or illegal land disturbing activity or other development or work occurring, or any other violation of this article, in addition to the option of issuing a Notice of Violation, the City of Norcross shall have the option of pursuing any and all of the following options:

- (1) Stop Work Order
The City of Norcross may issue a Stop Work Order which shall be served on the developer, owner, or other responsible person. The Stop Work Order shall remain in effect until the responsible person has completed the remedial measures set forth in the Notice of Violation or has otherwise cured the violation or violations described therein. Remedial measures to cure such violation or violations shall be exempt from the Stop Work Order.
- (2) Withhold Certificate of Occupancy
The City of Norcross may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the responsible person has completed the remedial measures set forth in the Notice of Violation or has otherwise cured the violations described therein.
- (3) Suspension, Revocation, or Modification of Permit
The City of Norcross may suspend, revoke, or modify the permit authorizing the

land development project. A suspended, revoked or modified permit may be reinstated after the responsible person has completed the remedial measures set forth in the Notice of Violation or has otherwise cured the violations described therein.

(4) Civil Penalties

In the event the responsible person fails to take the remedial measures set forth in the Notice of Violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the City of Norcross shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hours notice shall be sufficient) after the City of Norcross has taken one or more of the actions described above, the City may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the Notice of Violation.

(5) Criminal Penalties

In addition to or in lieu of the above proceedings, the City of Norcross may issue a citation to the responsible person, requiring such person to appear in the City of Norcross Municipal Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine of a minimum of \$250 and a maximum of \$1,000, and/or imprisonment for up to 60 days. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

(6) Superior Court Proceedings

In addition to or in lieu of any of the above proceedings, the City of Norcross may, through its City Attorney or other designated attorney, bring an action in superior court seeking injunctive relief, abatement of nuisance, fines, penalties and such other remedies as may be necessary to enforce the purposes and provisions of this article. Upon successful action brought in superior court for relief of any sort, the City shall be entitled to its attorney's fees.

(7) Emergency Enforcement

In the event an emergency is of such immediacy and danger that giving a 24-hours notice would threaten the public health, safety and welfare, the City of Norcross is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and correct the situation. It shall be unlawful for any owner or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above. The City of Norcross shall be authorized to recover costs of abatement from the property owner or responsible parties.

- II. Severability: If the provisions of any section, subsection, paragraph, subdivision or clause of his ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgement shall not affect or invalidate the remainder of any ordinance, section, subsection, paragraph, subdivision or clause of this ordinance.
- III. Repealer: All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, subdivision or clause of this ordinance are hereby repealed to the extent of the conflict.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2024

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

cc



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

City of Norcross

Legislation Details (With Details)

File #:	24-7144	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Recommendation to Mayor and Council to Include the Norcross Women's Club Library at 65 N. Peachtree Street in the Norcross Local Historic District		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - 10-21-24 Norcross Womens Club](#)
2. [HPC Designation Report Form FINAL 20241001](#)
3. [HPC Signed Resolution](#)
4. [NWC Local Designation LOS 10.28.24](#)

Title

Recommendation to Mayor and Council to Include the Norcross Women's Club Library at 65 N. Peachtree Street in the Norcross Local Historic District

Drafter

Tracy Rye

Motion

A motion to Approve/Deny the inclusion of the Norcross Women's Club Library at 65 N. Peachtree Street in the Norcross Local Historic District.



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

Agenda Report

To: Mayor and Council

From: Tracy Rye, AICP
 Assistant City Manager

Meeting Date: November 4, 2024 - Regular Council Meeting

Item No.: 24-7144

Title: **Recommendation to Include the Norcross Women's Club Library in the Norcross Local Historic District**

CC: Eric Johnson, City Manager
 William Diehl, City Attorney

Recommendation

Consider a recommendation from the Norcross Historic Preservation Commission (HPC) to Mayor and Council to include the Norcross Women's Club Library at 65 N. Peachtree Street in the Norcross Local Historic District.

Background

This "Carnegie-style" library building is the only one known to exist in Gwinnett County and is one of the few still standing in the state. Carnegie libraries were constructed in a number of styles including Beaux-Arts, Italian Renaissance, and Classical Revival. This particular library is built in a Greek Revival style and is in keeping with the architecture proposed by the Carnegie organization for the site.

The building architecture was, typically for Carnegie designs for that era, simple and formal, welcoming patrons through a prominent doorway, and (nearly always) was accessed via a staircase from the ground level. The entry staircase symbolized a person's elevation by learning.

This building design is associated with Andrew Carnegie and stands as a lasting indication of the impact of the Woman's Club of Norcross in the early 20th century. It is considered to be a historic building by the citizens of the City of Norcross, worthy of the inclusion in our Local Historic District.

The Norcross HPC met on Monday, October 14, 2024 and passed a resolution recommending that Mayor and Council include the front building of the Norcross Women's Club Library in the City's local historic district. A copy of the report prepared by the HPC has been forwarded to the Georgia State Historic



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

Preservation Office (SHPO) for review on October 1, 2024. SHPOs review is estimated to be 30 business days. SHPO has indicated that they will reach out with any questions or if they need additional information.

Financial Impact: N/A

Consistent with Comprehensive Plan? Yes

(Select the appropriate goal(s).

1. **Continues to define Norcross' sense of place**
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
3. Increase opportunities for travel via different modes
4. Maintains a Vibrant Economy and Continue to Facilitate Job Growth
5. Ensures that Norcross Residents have a Variety of Attainable, Quality Housing Options
6. **Further the City's tradition of strong representational leadership and a high level of quality services**

Attachments

Report of the Norcross Historic Preservation Commission
 Resolution of Norcross Historic Preservation Commission

Next Steps

Public Hearing Mayor and Council Voting Meeting, Monday, November 4, 2024, at 6:30

Update



Report Date: October 1, 2024

Building Type ☐ Residential ☒ **Commercial** ☐ Industrial ☐ Other project

Historic Property ☒ **X**

Historic District ☐

PROPERTY LOCATION

Tax Parcel Number(s): R6254 151 Size in Acres: 0.19 acres

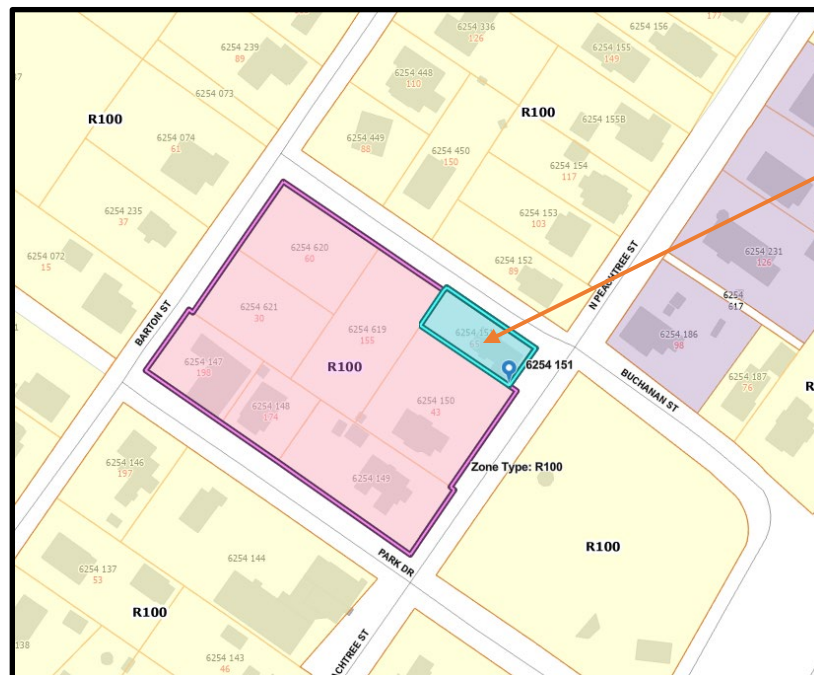
Address(es): 65 North Peachtree Street

Number of existing structures: One plus a rear addition

Petitioner: Mayor and Council

Petitioner's Request: Incorporate the original building (not the addition) into the City of Norcross Local Historic District

Vicinity Map:



Subject Site

Section 1 Preliminary Research

1. A physical description.

There are two buildings on the site. The “original building” opened in 1921. The “additional building” is thought to have been constructed in the 1960s.

Original Building

The building is rectangular and is 24 feet by 36 feet, according to a newspaper article of the day. It has one story, plus a partial basement. It is facing east (towards North Peachtree Street). The photo below shows the main entrance to the building. The design is similar to the ones promoted by Andrew Carnegie in the early 1900s, and the Woman’s Club had discussions with the Carnegie organization regarding funding of a library in Norcross, but this did not come to fruition.



The main floor of the building is above the ground level in the area, requiring that a person entering the front of the building (on North Peachtree Street) ascend up four steps, as is shown in the photograph below.



This main (front) entrance portico has a carved sign “LIBRARY” above the door. This is part of the façade on the east side of the building. There is also a “NORCROSS WOMANS CLUB” sign created from individual letters above the doorway, as is shown in the photo below. Also, there are white Doric columns on either side of the doorway.



The exposed basement area of the Original Building has a rock and cement façade with two single-pane windows, six panes per window. The lower-level façade is heavily landscaped on the north side of the building, as is shown in the photos below.



The photo below shows an exterior close-up of one of the basement windows.



The main floor in the Original Building has an unpainted red brick façade, as is shown in the initial photo above. The main (first) floor of the building has windows on all four sides. These are single-pane windows with the following layout.

- Facing east: four windows 16 above and 2 below
- Facing south: three windows 8 above and 8 below
- Facing west: three windows 16 above 2 below
- Facing north: three windows 8 above and 8 below

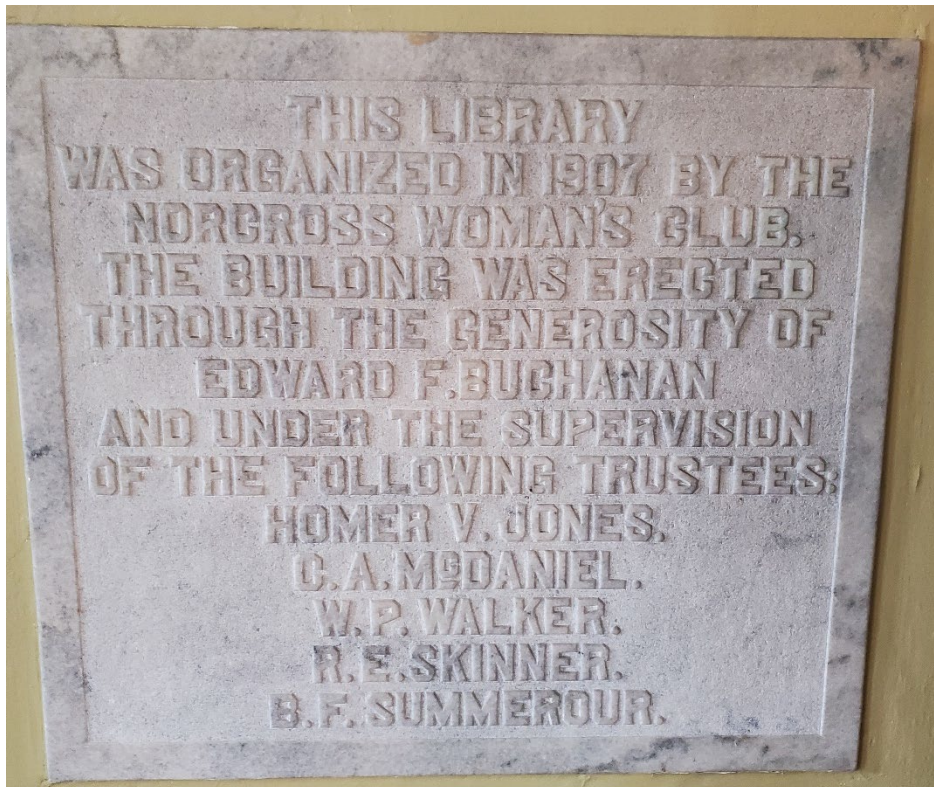
The roof above the Original Building appears to be flat (with some adjustments thereto to ensure that rainwater will flow off, to the back) but details are not visible from ground level.

Original Building – interior

The main floor interior is a single room with various furniture, including a desk, table chairs and shelves. The floor is wood. The desk, table and chairs in this room are thought to date from the opening of the building in 1921. A photo of the desk is shown on the next page.



The Woman's Club named the library after Edward F Buchanan, the major donor in its construction. He is remembered in a plaque on the main level. The plaque also documents the five members of the Library Board of Trustees in office at that time. See the photo below.



The shelves along the walls that would have accommodated a large quantity of books during the time that the building functioned as a lending library. A photo of the shelving currently in the building is shown below.



Notes: a local resident who used the library while a child recalls that many of the children's books were on the bottom shelves, where they were more available to potential readers.)

It is also recalled by patrons who used the library in years past that there were shelves in the center of the room, dividing the large room into two spaces. Those shelves appear to have been moved to the additional building at some point in the past.

There is a wooden staircase leading to the basement area. See the photo below.



This space was evidently used for storage and for meal / refreshment preparation. (See the photo below.) There was also a restroom included in this space. See the photo below.



The Additional Building

There was an addition to the back of the structure after the construction of the original building. (This is thought to have been added in the 1960s.) This building is one story (with no basement) and has a brick façade consistent with the façade of the original building. The entrance of the Additional Building is on Buchanan Street. The photo below shows this side of the building.



The interior of the Additional Building is a single room on the back (west) of the original building, with a restroom. It is connected to the basement of the Original Building. The floor in this Additional Building is level with the floor in the basement of the Original Building. The addition has windows on three sides (south, west, and north sides). These are single-pane windows with the following layout:

- Facing south: four windows 12 above by 12 below
- Facing west: two windows 12 above by 12 below
- Facing north: two windows 9 above by 9 below

The photo below shows the exterior of the south side of the Additional Building. (The restroom is on this side of the building.)



This Additional Building has a peaked roof in keeping with the design constructed.

The room in the Additional Building was evidently constructed to support group meetings and projects undertaken by the members. See the photo below.



The contents of the room include an upright Fischer piano (likely the one mentioned in a newspaper article discussed below) and a large wooden table (said to be donated to the Woman's Club when the C&S Bank branch in downtown Norcross closed, likely in the 1970s – 1980s. See the photos next two pages.





There are also a podium, folding chairs, and other items consistent with holding meetings in this room, as are shown in the photos above.

Landscape Memorials

The main landscaping feature of the Original Building extant at this time is a small Memorial Garden dedicated to the memory of Dr. Jack Cain. (Dr. Cain grew up in Norcross and attended Oglethorpe and Emory Universities. After working for a time elsewhere he returned to his hometown to practice medicine there for a number of years in the mid-20th century.)



Newspaper reports from the 1920s indicate that trees were planted on the Original Building grounds in remembrance of young men from the community who were lost in service to the country in what is now known as World War I. Further records regarding these trees is not known.

2. A statement of the historical, cultural, architectural, and/or aesthetic significance.

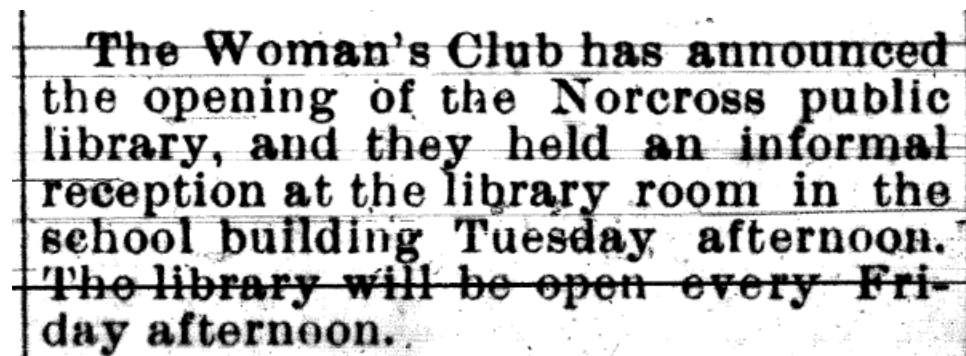
The late 1800s and early 1900s were an era of change in societal attitudes regarding the roles of men and women. This resulted in the passage of the 19th Amendment to the Constitution of the United States of America, ensuring that women would not be denied the right to vote in presidential elections due to their sex.

This was an era in which many Woman's Clubs were formed in localities across the country, and the one established in Norcross at that time took a great interest in establishing a library in the town.

At the same time philanthropist Andrew Carnegie funded buildings for libraries that would serve residents of various towns and neighborhoods in the United States of America and elsewhere. Grants would be provided to applicants who met certain criteria, including an agreement that the recipient would provide a minimum annual maintenance fee, to be raised locally, and would stock the library with current books.

Many of these libraries built in this era were started by women's clubs. The Woman's Club of Norcross, which started meeting in 1906, was awarded a grant of \$5000.00 from Carnegie to build a library in the town, but decided not to take it, as there were concerns about the club to meet the annual maintenance requirements.

They opened a library in Norcross in 1907 in a space made available in the town's school building. The opening of this initial library was reported by one of the newspapers of the day from Lawrenceville in June 27, 1907.



The Woman's Club has announced the opening of the Norcross public library, and they held an informal reception at the library room in the school building Tuesday afternoon. The library will be open every Friday afternoon.

But the club's desire was to have a dedicated, purpose-built facility similar to the one proposed by Carnegie for the library.

That year the Woman's Club of Norcross got a cash gift for \$2500.00 from Edward Buchanan, a New York-based stockbroker who had grown up in the town. This was noted in the newspapers of October 17, 1907.

MR. BUCHANAN GIVES NORCROSS A LIBRARY

~~Writes Check for \$2,500—Citi-~~
zens Will Supplement the
Amount.

NORCROSS, Ga., October 12.—The Woman's Club of Norcross was organized some two years ago and has grown in numbers and influence until now, it is one of the strongest clubs in the country.

They established a public library in Norcross for the instruction and entertainment of the town and community. The library room is in the school building, where there can be found books to suit almost any taste and upon most any subject.

~~These progressive women worked hard and faithfully getting donations of books and placing them at the command of the public. As a result of this small beginning, there arose a desire in the minds of these same good women for a library building~~

This desire began to be talked and

However, this grant was not sufficient to construct the building that the Woman's Club had hoped for. Eventually the needed amount of money was raised and the building process started. The Trustees of the Woman's Club purchased a corner plot at the intersection of North Peachtree and Buchanan streets from local resident John T. Simpson for \$400.00 in 1919. (See the image of the deed below.)

STATE OF GEORGIA, GWINNETT COUNTY.

THIS INDENTURE, made this 4th day of September in the year of our Lord One Thousand Nine Hundred and Nineteen, between J. T. Simpson of the State of Georgia and County of Gwinnett of the first part, and H. V. Jones, C. A. McDaniel & W. P. Walker Trustees of the Norcross Womens Club Library and their successors in office of the State of Georgia and County of Gwinnett of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Four Hundred Dollars in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said parties of the second part, and their successors in office, all that tract or parcel of land lying and being in the town of Norcross, County of Gwinnett, State of Georgia and described as follows:

Beginning at a point on the West side of Peachtree Street Two Hundred Fifty feet north from Jones Street and running along Peachtree Street Fifty feet more or less to Mitchell Street, and thence West along Mitchell Street One Hundred Fifty feet, thence South Fifty feet more or less to Grantor's line, thence East One Hundred and Fifty feet to beginning Point.

It is hereby agreed between the parties of this deed that there shall be built upon the above described property a building for a public Library within four years from date. It is further agreed that the said building shall be used only for library and social purposes and it is further agreed that any other building or buildings built upon the above described property shall be used only for library purposes.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use benefit and behoof of the said parties of the second part, and their successors in office, in FEE SIMPLE.

And the said party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the second part and their successors in office, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and affixed his seal, the day and year above written.

J. T. Simpson (Seal)

The cornerstone of the building was laid in June 1921, in a ceremony conducted by the Grand Master of the Georgia Masonic organization plus a number of local dignitaries. See the article reprinted below for more details, including an accounting of the relics that were placed in the cornerstone.

Norcross Opens Library In New Clubhouse.

SALLIE MELROY

The Atlanta Constitution (1881-2001); Jun 26, 1921;

ProQuest Historical Newspapers: Atlanta Constitution (1868 - 1945)

pg. C5

Norcross Opens Library In New Clubhouse.

The Woman's club, of Norcross, had Rev. Charlie Bass, grand master of Georgia F. & A. M. and the local lodge, No. 228, to preside and to perform the impressive ceremony of laying the cornerstone Saturday afternoon for their library, which will be their club room also.

The Woman's club started with more energy than money, their library in 1907, with donations of books from individual members, and the people of the town and through the influence of Mrs. Homer Jones, then and now president of the club, a donation of books were given by a benevolent organization from a northern state and then our library was opened to the public, which has continued to this good day.

About one year after the library was launched the late Edward F. Buchanan, a native of Norcross, seeing the good that was being accomplished by the free library, gave \$2,500 to the Woman's club for a larger building, this sum with its accrued interest has grown to \$4,000, some of the interest has been spent in the upkeep of the library.

This library will be a memorial built in memory of the benefactor and named "Buchanan Memorial Library."

This building is twenty-four feet wide and thirty-six feet long with foundation of Stone Mountain granite, the rest of the structure is of brick.

Those invited to be present and contribute relics to be deposited in the cornerstone were all members of the local Masonic lodge, No. 228, and their auxiliary, the Eastern Star local chapter, No. 137, with names of all members of Woman's club, library trustees, mayor and council, resident pastors and pastors names who are serving charges here, also the names of principal and teachers of the public school and all members of the Woman's club since it organized and a history of the club by Mrs. Harriett Webster Morgan.

The ceremony was very impressive and largely attended, with our library completed and shelves filled with new books for the school children to be able to have reference books to use when needed, then the Woman's club will have realized the reward of unselfishness in their service to humanity.

SALLIE M'ELROY.

Norcross Woman's Club Press Agent.

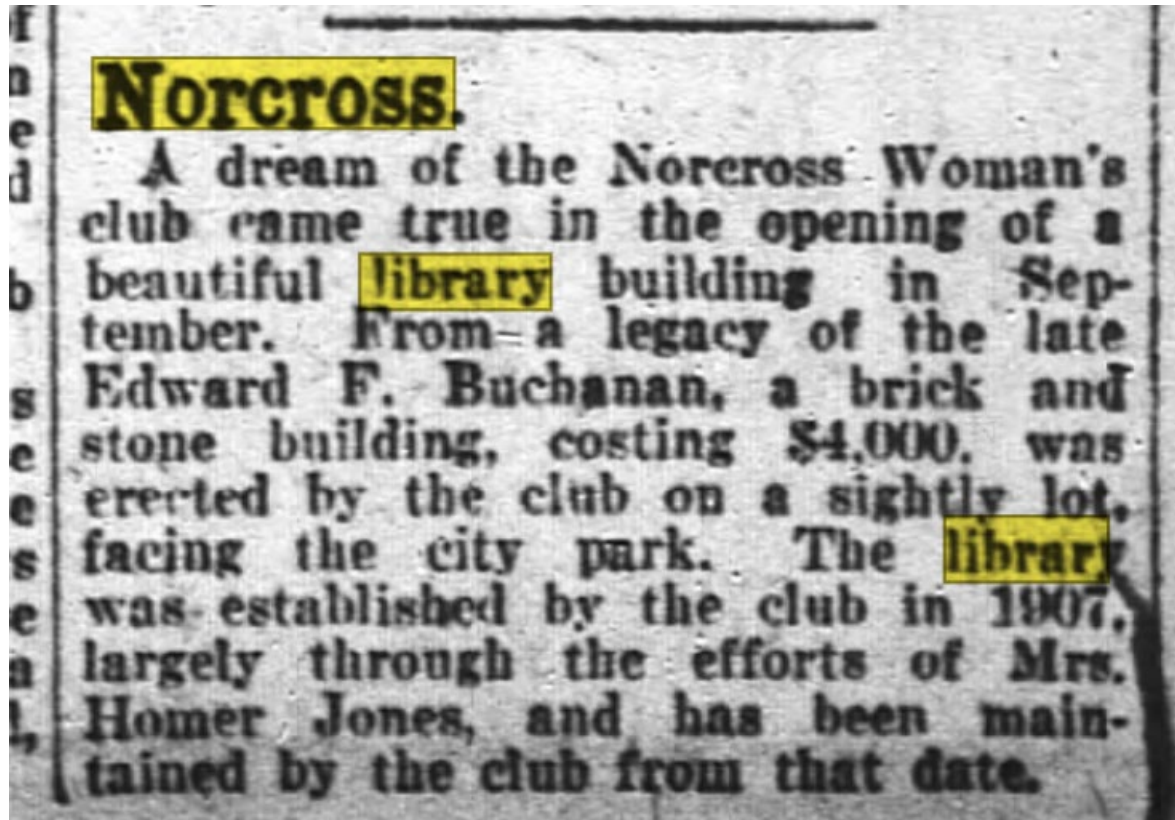
The new structure opened as a library in September of that year, as was detailed as below:

**THE BUCHANAN LIBRARY
OPENING AT NORCROSS**

The formal opening of the new public library occurred Tuesday night. The public was very cordially invited from 8 to 11. This is the Buchanan Memorial Library, whose cornerstone laying by the Masons of Gwinnett county was a great event of some months ago. Prof. Pounds in an address in the auditorium here Friday night in the interest of a better school said of the library, "Our people should be proud of such an institution and we are, and if viewed in the proper spirit it will help every section in the county."

D- ... Boiney has just re-

The building functioned as a lending library and as a meeting room for the Woman's Club of Norcross for a number of years afterwards and was a source of pride for the small community. This is illustrated in the article shown below regarding the events of 1921 for the club:



The library was also the focus of a memorial for the men from the community who were killed in the "Great War" that ended in November 11, 1918.

THURSDAY EVENING, JANUARY 19, 1922.

Memorial Trees Planted in Norcross On Lee's Birthday

NORCROSS, Ga., Jan. 19.—General Lee's birthday was observed here at the Buchanan Memorial Public library, as planned by the ladies of the Woman's club. The president, Mrs. J. E. McElroy, in an appropriate speech, paid high tribute to the south's beloved leader.

Memorial trees were planted in loving memory of each of the five boys who made the supreme sacrifice in the World war, Homer Brooks, Rainy Morgan, James Samples, Paul Settle, Frank Youngblood; also one to the late Mr. Edward Buchanan, who so generously, cheerfully and unsolicited gave to the Woman's club \$2500 to build them a home for their free public library; also one to the late Mr. Homer V. Jones, who gave his services and best efforts as chairman of the Woman's club library trustees.

Rev. S. F. Dowes, of the Baptist church; Rev. Nath Thompson, of the Methodist church, who were both in the service overseas, were each called upon for a talk. The crowning feature of the exercise was the planting of trees on the library lot dedicated to the memory of the fallen ones and the tying on each tree by a clubwoman the individual nameplate of the honoree. Ex-serv-ice men and members of L. F. Thomas camp, U. C. V., were present.

Follow summer down

Grand Canyon trails

on your Santa Fe way to

The library was the location of receptions and ceremonies in the town, as is noted in the article below from 1923:

Norcross Woman's Club Gives Reception at Library

THE Norcross Woman's club gave a lovely reception Wednesday afternoon to Mrs. De Witt Jones, of St. Louis, at their new public library.

This occasion was inspired by the generous gift of more than 500 books, donated to our library by Mrs. DeWitt Jones. Some of these books are more than valuable, having come from her own private library.

The library was beautifully decorated in pot plants and the season's cut flowers filled every available space, and with the soft electric light presented an effective appearance.

More than 130 new books were

added to our shelves last month by friends of the Woman's club.

Those in the receiving line were the president of Woman's club, Mrs. T. D. McDaniel, Mrs. DeWitt Jones, Mrs. Homer V. Jones.

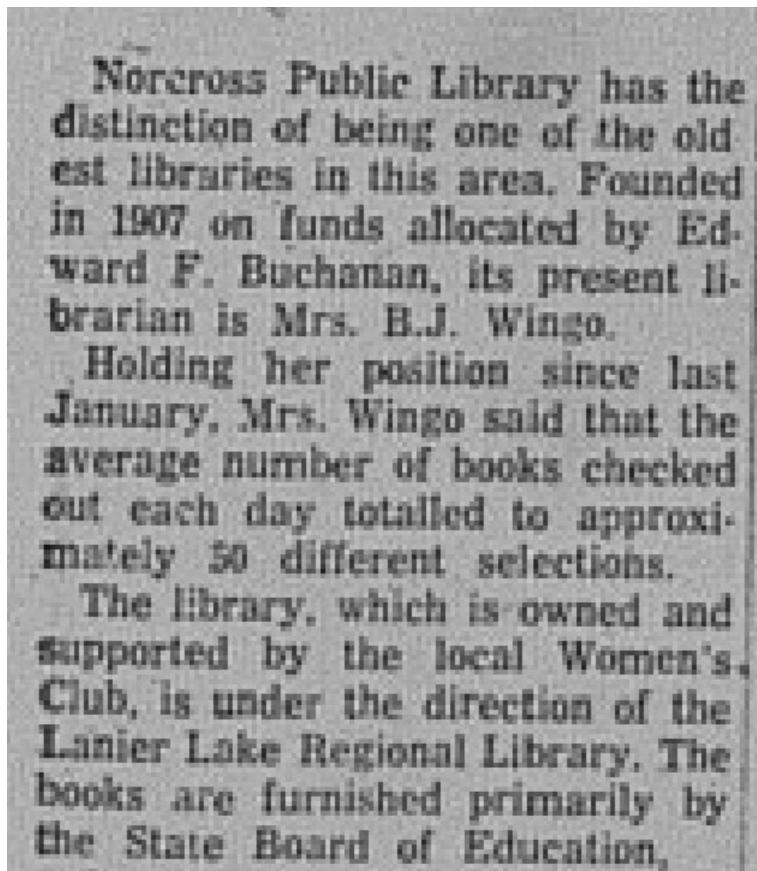
Mrs. McDaniel was gowned in gray Georgette crepe with white hand-made trimming. Mrs. DeWitt Jones was very pretty in a flesh-colored creation of crepe de chine with Irish point lace. Mrs. Homer Jones wore a handsome gown of Duchess black satin, with hand-made flowers and other accessories of self-same material.

The library kept open house and served punch, sandwiches, cake and other good things. It was more than a feast of reason and a flow of soul.

This included a celebration of Arbor Day at the library by the Civic Improvement Club in December 1925

contest.
Mrs. A. O. Nix, first vice president, and Mrs. L. A. Exum, secretary of the Lawrenceville club, were also special guests. Mrs. Dora Kiser Webster, chairman of forestry, announced the observing of Arbor day, Friday, December 4, at the Norcross public library. Four trees were planted, two dogwood and two mimosa, and a splendid program carried out.
A rising vote of thanks was given Mr. Fuller and Mrs. Bagwell for their splendid talks. The president, Mrs. T. D. McDaniel, had a short business session and announced that the next meeting would be with Mrs. W. M. McElroy on January 7, 1926.
A very informal social hour was enjoyed and the hostess served a plate luncheon with coffee and persimmon

Undated newspaper clipping probably from the 1960s.



Later in its use the Norcross library joined the Lake Lanier REGIONAL Library and is now part of the Gwinnett County Library. The Norcross branch moved from the North Peachtree Street location to larger quarters in the 1970s, and the facility reverted back to the Woman's Club.

The building was the site of community events for many years and is the only "Carnegie-style" library building known to exist in Gwinnett County and is one of the few still standing in the state.

- Attachment: HPC Designation Report Form FINAL 20241001 (24-7144 : Recommendation to include the Norcross Women's Club Library at 6



- The text as presented above includes photographs.**

Section 3 Designation of a historic property.

Criteria for selection of historic properties. A historic property is a building, structure, site, or object; including the adjacent area necessary for the proper appreciation or use thereof, deemed worthy of preservation by reason of value to the city, the region, or the state. Of the four possible categories for designation this building qualifies for two (numbers 2 and 3 in the original form) as is documented below:

1. It is an outstanding example of a structure representative of its era.
2. It is one of the few remaining examples of a past architectural style.

This “Carnegie-style” library building is the only one known to exist in Gwinnett County and is one of the few still standing in the state.

3. It is a place or structure associated with an event or persons of historic or cultural significance to the city, state, or the region; or

Carnegie libraries were constructed in a number of styles including Beaux-Arts, Italian Renaissance, and Classical Revival. This particular library is built in a Greek Revival style and is in keeping with the architecture proposed by the Carnegie organization for the site.

The building architecture was, typically for Carnegie designs for that era, simple and formal, welcoming patrons through a prominent doorway, and (nearly always) was accessed via a staircase from the ground level. The entry staircase symbolized a person’s elevation by learning.

This building design is associated with Andrew Carnegie and stands as a lasting indication of the impact of the Woman’s Club of Norcross in the early 20th century. It is considered to be a historic building by the citizens of the City of Norcross, worthy of the inclusion in our Local Historic District.

4. It is the site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the municipality, county, state, or region.

A RESOLUTION RECOMMENDING THAT 65 NORTH PEACHTREE STREET BE PLACED WITHIN THE LOCAL HISTORIC DISTRICT AS PROVIDED BY SECTION 210-32 OF THE UNIFIED DEVELOPMENT ORDINANCE, THAT THE HISTORIC STRUCTURE ON THE SAME BE DESIGNATED AS A HISTORIC BUILDING, TO AMEND THE OFFICIAL ZONING MAP, AND TO AUTHORIZE ANY OTHER ADMINISTRATIVE ACTION TO FINALIZE SUCH DESIGNATION

On October 14, 2024 an agenda item was considered by the Historic Preservation Committee concerning that .19 acre parcel commonly known as 65 North Peachtree, Norcross, Georgia (as more accurately described in the attached “Exhibit A”) (hereinafter, the “Property”). The item requested that the Historic Preservation Committee draft a report and recommendation concerning the Property’s placement within a certain protected historic preservation zoning districts as permitted by the City of Norcross’s Code of Ordinances and O.C.G.A. § 44-10-20 *et seq.* The Historic Preservation Committee, meeting in a public meeting and having lawfully and duly considered the item before it, provides as follows:

WHEREAS, the Woman’s Club of Norcross, Georgia constructed a twenty-four feet by thirty-six feet building in 1921 for the purpose of housing a public library (the “Library Building”);

WHEREAS, the Library Building’s construction was funded, in part, by donations from Edward Buchanan, a prominent Norcross citizen and the builder of the large stone home located caddy-corner to the Library Building;

WHEREAS, the Library Building was opened to the public in September 1921 and became Gwinnett County’s first public library;

WHEREAS, the Library Building was designed and constructed in a style indicative of Carnegie Libraries and, featuring prominent columns and an abundance of windows for lighting, is an outstanding example of that era of building construction and design;

WHEREAS, the Library Building is one of the few examples of “Carnegie” style libraries in the surrounding area;

WHEREAS, the Property and the Library Building were used by the public to celebrate and memorialize certain events, including Arbor Day celebrations, war memorial gardens, and as a meeting location for the Woman’s Club of Norcross;

WHEREAS, the Property and Library Building was associated with events, persons, and historic or cultural developments important to the City of Norcross.

WHEREAS, the Library Building is an iconic building commonly associated with Historic Norcross and promotes an aesthetic interest contributing to the cultural or historical development of the City of Norcross;

WHEREAS, around the 1960’s an additional one-story structure was built on the Property, adjoining the rear basement wall of the Library Building (the “Additional Building”);

WHEREAS, the Property is currently located in the National Historic District provided by the Uniform Development Ordinance of Norcross, Georgia (the “UDO”) § 201-32;

WHEREAS, the Historic Preservation Committee for the City of Norcross desires and recommends that the Property be included in the Local Historic District provided by UDO § 201-32; and

WHEREAS, in accordance with the UDO and O.C.G.A. § 44-10-26 the Historic Preservation Committee drafted a report concerning the Property and a copy of the same is attached hereto as “Exhibit B”.

NOW THEREFORE, BE IT RESOLVED that the preceding wherefore clauses and the referenced Report be accepted as findings of fact pertinent to the recommendations provided in this resolution and incorporated herein by reference; further

BE IT RESOLVED that the Historic Preservation Committee hereby recommends that pursuant, to its authority under UDO § 201-32(e)(4), that the Property should be designated within the Local Historic District of the UDO and entitled to the protections provided under UDO § 201-32(B)(3) and all those other protections and provisions provided by ordinance; further,

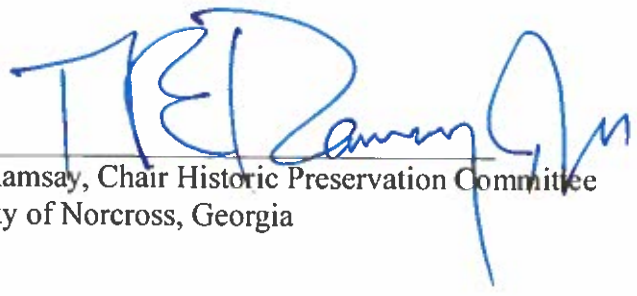
BE IT RESOLVED that the Historic Preservation Committee recommends that the Library Building be considered a Historic Property as provided by UDO § 201.32(c)(2)(c.) and have all those protections provided by ordinance as a consequence of that designation, provided, however, that the Additional Building should not be so designated nor be entitled to such protections; further

BE IT RESOLVED that the Historic Preservation Committee recommends amendments to the Official Zoning Map of the City of Norcross in accordance with this resolution; further

BE IT RESOLVED that the Historic Preservation Committee recommends that City Staff be authorized to take all such necessary steps to memorialize this designation and ensure the lasting preservation of the Property and the Library Building.

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this

14th day of October, 2024.


Gene Ramsay, Chair Historic Preservation Committee
The City of Norcross, Georgia

ATTEST:


Tracy Rye, Assistant City Manager



THE
GEORGIA TRUST
for HISTORIC PRESERVATION

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Chair, Savannah
Mr. Norris A. Broyles, III
Immediate Past Chair, Atlanta
Ms. Karen Gravel,
Vice Chair, Atlanta
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Mrs. Elizabeth Walden, *Columbus*
Mr. Robert H. West, *Atlanta*

Mr. W. Wright Mitchell,
President & CEO

**The Georgia Trust
for Historic Preservation**

1516 Peachtree Street, NW
Atlanta GA 30309-2908
404-881-9980
Fax 404-875-2205
www.georgiatrust.org

October 28, 2024

City of Norcross
c/o Mayor Craig Newton
65 Lawrenceville Street NW
Norcross, GA 30071

Mayor Newton,

As the property owner of 65 N Peachtree Street in Norcross (The Norcross Woman's Club Old Library), the Georgia Trust for Historic Preservation fully supports the property's nomination by the Norcross Historic Preservation Commission for inclusion in the City's local historic preservation district.

At the request of the Norcross Woman's Club, The Georgia Trust has worked directly to ensure permanent protection for this building. It is imperative that the city recognize its importance and work to preserve the building moving forward.

Additionally, The Georgia Trust waives any prescribed waiting period that would delay the nomination process.

Please forward and share this communication with all members of the Norcross City Council as they consider the nomination. Their consideration of this matter is greatly appreciated.

Sincerely,

W. Wright Mitchell
President & CEO



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

City of Norcross

Legislation Details (With Details)

File #:	24-7148	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Policy Work Session
Title:	Jain Society Revised Site Plan		

Sponsors:

Code Sections:

Attachments:

1. [Jain Society Revised Site Plan](#)
2. [Proposed Site Plan](#)
3. [Enlarged Streetscape Plan](#)

Title

Jain Society Revised Site Plan

Drafter

Vivian Vakili

Motion

A motion to Approve/Deny Jain Society's revised site plan.



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

Agenda Report

To: Mayor and Council
From: Vivian Vakili, Community Development Director
Meeting Date: November 4, 2024 - Regular Council Meeting
Item No.: 24-7148
Title: Jain Society Revised Site Plan
CC: Eric Johnson, City Manager

Recommendation

Consider the Jain Society's revised site plan. The vote will be held at the November 4th Regular Council Meeting.

Background

The applicant seeks to build an approximately 25,000 sf addition to the existing building. The subject parcel was rezoned in June 2024 to OI and is now returning before the Mayor and Council due to the following condition: The final site plan and the design of any fencing, if allowed, shall be subject to approval by the *Mayor and Council, with a recommendation on fencing design to be provided by the ARB*. The ARB recommended approval of the fencing and gates at their meeting in August 2024.

The applicant's site plan, fence, and gates were not approved at the October 7th Regular Council Meeting.

The applicant has provided a new site plan that does not show a fence around the property or gates.

The streetscape shown on the site plan includes the existing 5' sidewalk and a 10' landscape strip. The applicant proposes to do a berm and enhanced landscaping within the 10' landscape strip.

Financial Impact: N/A

Consistent with Comprehensive Plan?

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment



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

Attachments

- Proposed Site Plan
- Enlarged Streetscape Plan

Next Steps

November 4th Regular Council Meeting: Vote on the Site Plan

Update

1. The attached **Proposed Site Plan** shows a similar layout to what was shared at the Regular Council meeting on October 7th, 2024 with the exception that the fence and gates have been removed from the plan.
2. The attached **Enlarged Streetscape Plan** is a snippet from the Proposed Site Plan with markups by Staff to show the location of the ROW, sidewalk, and landscape strip.

1	04-22-24	COUNTY COMM.

GSWCC LEVEL 2 CERTIFICATION
NO. 003389
EXPIRES: 11-22-2026

Landworks Associates, Inc.

P.O. BOX 88834
ATLANTA, GEORGIA 30356
(770) 513-7100
environments2013@yahoo.com
"Celebrating 30 Years of Providing Dedicated Service to Our Clients!"

JAIN SOCIETY GREATER ATLANTA
BUILDING EXPANSION
669 S. PEACHTREE STREET
LAND LOT 244, 4TH DISTRICT
CITY OF NORCROSS, GWINNETT COUNTY, GEORGIA

SITE DEVELOPMENT PLANS FOR:

SHEET TITLE	SITE PLAN
DATE:	10-14-24
JOB:	570-220501
DRW:	WJC
CHK:	JGA
SHEET NUMBER	C-2

811

Know what's below.
Call before you dig.
Dial 811.
Or Call 1.800.282.7411

APPROVAL OF THESE PLANS DOES NOT CONSTITUTE APPROVAL BY CITY OF NORCROSS FOR ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND AREA DISTURBANCE.

NOTIFY CITY OF NORCROSS INSPECTOR 24 HOURS BEFORE THE BEGINNING CONSTRUCTION. (678) 421-2027

NOTIFY GWINNETT COUNTY INSPECTOR 24 HOURS BEFORE THE BEGINNING CONSTRUCTION. (678) 518-6050

NOTIFY GWINNETT COUNTY FIRE DEPARTMENT INSPECTOR 24 HOURS BEFORE THE BEGINNING CONSTRUCTION. (678) 518-4980, EXT. 2

SUMMARY OF SITE PARKING

EXISTING SPACES: 84
EXISTING SPACES TO BE REMOVED: -38
CURRENT PROPOSED SPACES: 142
TOTAL PARKING SPACES: 188

GWINNETT COUNTY STAMPS
GWINNETT COUNTY EPN: 2024-00893

SCALE: 1"=40'

40 20 0 20 40 80
30 10 20 60

24 HOUR CONTACT: MR. VIJAY KOTHARI
678-523-5997

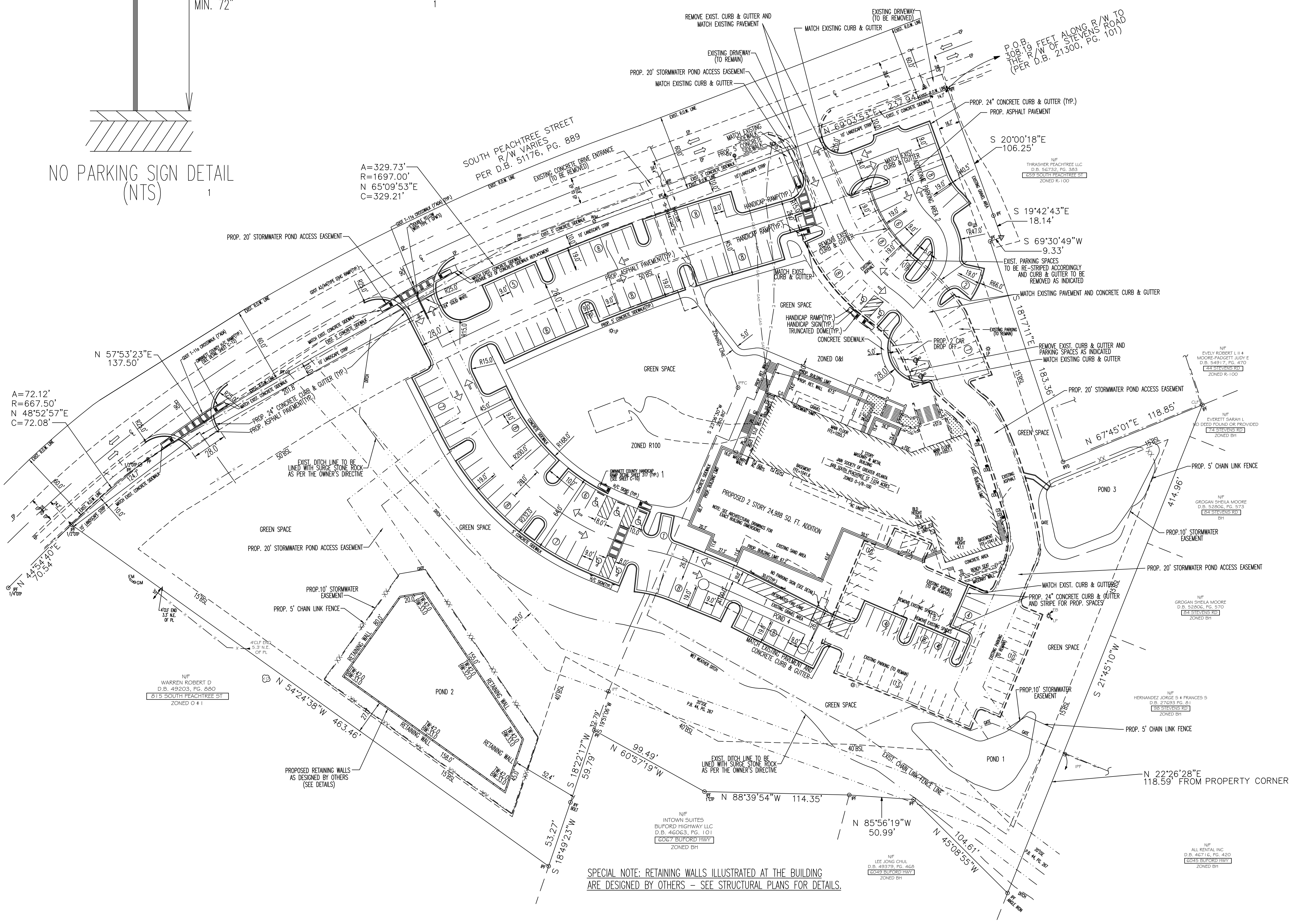
FIRE LANE NOTES:

- INTERNATIONAL SYMBOL FOR "NO PARKING" SHALL BE AFFIXED IN THE UPPER THIRD OF THE SIGN. THE SYMBOL SHALL BE NOT LESS THAN 6" IN DIAMETER.
- SIGN SHALL BE CONSTRUCTED OF AN ALL WEATHER MATERIAL AND PRINTED ON A REFLECTORIZED BACKGROUND.
- REFLECTORIZED BACKGROUND SHALL BE WHITE IN COLOR. LETTERING SHALL BE RED. THE WORDS FIRE LANE SHALL BE A MINIMUM OF 2" NO PARKING, TOW AWAY ZONE SHALL BE NO LESS THAN 1". THE GEORGIA CODE SECTION SHALL NOT BE LESS THAN 1/2". LETTERING SHALL BE IN ACCORDANCE WITH SIGN ILLUSTRATION.
- PAINTED CURBS AND CROSS-HATCHED STRIPING SHALL BE TRAFFIC YELLOW IN COLOR. FRONT FACE AND TOP OF CURBS SHALL BE PAINTED.
- STRIPING OF CROSSED-HATCHED AREA SHALL BE A MINIMUM OF 6" WIDE.



12"X 18"
MIN. 72"

NO PARKING SIGN DETAIL
(NTS)



SPECIAL NOTE: RETAINING WALLS ILLUSTRATED AT THE BUILDING ARE DESIGNED BY OTHERS - SEE STRUCTURAL PLANS FOR DETAILS.

SOUTH PEACHTREE STREET
R/W VARIES
PER D.B. 51176, PG. 889

EXIST. R.O.W. LINE

EXISTING CONCRETE DRIVE EN
(TO BE REMOVED)

20.9'
EP 10' BP

EXIST. 5' CONCRETE SIDEWALK

10' LANDSCAPE STRIP

W/ MATCH EXIST. CONCRETE SIDEWALK
PROVIDE 5' OF CONCRETE SIDEWALK REPLACEMENT

Packet Pg. 112

Applicant will put a
berm and
enhanced
landscaping within
the 10' landscape
strip.

Attachment: Enlarged Streetscape P



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

City of Norcross

Legislation Details (With Details)

File #:	24-7149	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Policy Work Session
Title:	Resolution to Update Authorized Users for Georgia Fund 1		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Resolution to Update Authorized Users for Georgia Fund 1](#)
2. [GF1 Sample Resolution](#)

Title

Resolution to Update Authorized Users for Georgia Fund 1

Drafter

Toni Jo Howard

Motion

A motion to Approve/Deny Approve a resolution authorizing City personnel to access the Georgia Fund 1 investment account managed by the Georgia Office of the State Treasurer.



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

Agenda Report

To: Mayor and Council
From: Toni Jo Howard, Finance Director
Meeting Date: November 4, 2024 - Regular Council Meeting
Item No.: 24-7149
Title: Resolution to Update Authorized Users for Georgia Fund 1
CC: Eric Johnson, City Manager

Recommendation

Approve a resolution authorizing City personnel to access the Georgia Fund 1 investment account managed by the Georgia Office of the State Treasurer.

Background

The City currently has an account with the Office of the State Treasurer, however, the authorized contact list has not been updated with recent staff changes. Staff recommends authorizing the City Manager, Assistant City Manager, and Finance Director to transfer funds between this account and the local pooled cash account.

Financial Impact:

With a current favorable interest rate, continued use of Georgia Fund 1 allows the City to optimize interest earnings.

Consistent with Comprehensive Plan?

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

Attachments

GF1 Sample Resolution

Next Steps

If the Council chooses to approve this item, the Mayor and city staff will complete an electronic



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

resolution similar to the attached sample resolution.

(Bank Name)

(City)

(ABA Number)

(Account Number)

Additional Bank Account (if applicable):

(For ACH)

(Local Bank Name)

(Account Title)

(ABA Number)

(Account Number)

(City, State)

(For WIRE)

(Local Bank Name)

(Account Title)

(ABA Number)

(Account Number)

(City, State)

Correspondent Bank (if applicable):

(Bank Name)

(City)

(ABA Number)

(Account Number)

3. The local government investment pool shall mail the monthly statements of account to:

Toni Jo Howard, Finance Director

(Attention)

65 Lawrenceville St.

(Address)

(Address)

Norcross, GA 30071

(City, State & Zip)

4. Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.
5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

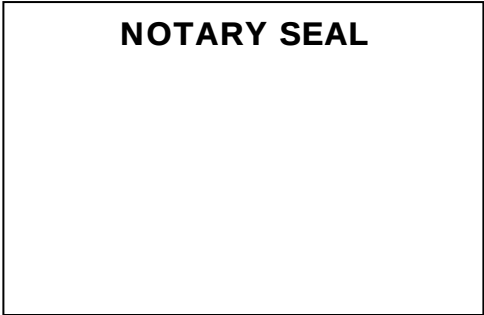
_____ % 30 days or less;

_____ % more than 30 days but less than 90 days;

100 _____ % 90 days or longer.

100 _____ %

Entered at _____ , Georgia this _____ day of _____ 20__.



(Signature of Head of Governing Authority)

(Please Print or Type - Head of Governing Authority)

(Title)

Sworn to and subscribed before me this _____ day of _____ 20__.

(Notary Public)

Please complete and return an original copy to:

Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527

Telephone: (404) 651-8964 or (404) 656-2993
Toll Free: (800) 222-6748
Fax: (404) 656-9048



Office of the State Treasurer
 200 Piedmont Ave, Suite 1202, West Tower
 Atlanta, Georgia 30334-5527

Steve McCoy
 State Treasurer

(404) 656-2168
 Fax (404) 656-9048

ACH TRANSFER AUTHORIZATION FORM

CUSTOMER NAME:

	Georgia Fund 1 Account #	Bank Account Title	Bank ABA #	Bank Account Number
1				
2				
3				
4				
5				
6				
7				
8				
9				

If you wish to be included in the ACH funds transfer program, please complete the bank information for each of the accounts that appear on the resolution for each Georgia Fund 1 account. This form authorizes the Office of the State Treasurer (OST) to **DEBIT** the bank accounts listed for **LGIP contributions**.

Please verify ACH instructions with your financial institution before completing this form and verify that an ACH Debit Block is NOT placed on your account. If there is a block on the account, please provide your bank our two Company IDs: 1581125844 & 2581125844. This will allow OST to debit the account. If you have any questions, please email accounting@treasury.ga.gov.

☐ We **DO NOT** wish to participate in the ACH funds transfer program for ☐ all of our accounts or ☐ for the following accounts: _____. We understand that we will be responsible for sending a wire for any contributions made to a Georgia Fund 1 account not included in the ACH funds transfer program.

This form does not need to be notarized, but the authorizing signature must be someone on the current resolution. Any changes to this form can be faxed to 404-657-9066 or emailed to accounting@treasury.ga.gov. The original form does not need to be mailed.

 Authorizing Signature

 Print Name

 Date



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

City of Norcross

Legislation Details (With Details)

File #:	24-7150	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Policy Work Session
Title:	Selection of Commissioning Agent for Public Safety Building Project		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Selection of Commissioning Agent for Public Safety Building Project](#)
2. [Dewberry Engineers, Inc's proposal for commissioning services](#)

Title

Selection of Commissioning Agent for Public Safety Building Project

Drafter

Bill Grogan

Motion

A motion to Approve/Deny the selection of Dewberry Engineers, Inc. as the Commissioning Agent for the Public Safety Building project.



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

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: November 4, 2024 - Regular Council Meeting

Item No.: 24-7150

Title: Selection of Commissioning Agent for Public Safety Building project

CC: Eric Johnson, City Manager

Recommendation

Select Dewberry Engineers, Inc. as the Commissioning Agent for the Public Safety Building project.

Background

The purpose of the commissioning agent is to review and confirm that a building system is designed, installed and operated to satisfy the operational needs of the City. The agent will confirm the validity of the installation and functionality of all mechanical, electrical, plumbing and fire systems in the building. The agent will review the plans and issue any comments to the design team prior to the start of construction. Near the completion of construction, the agent will walk the building testing the systems; verifying operational components; and will issue a Commissioning Report. Any issues noted in the Commissioning Report will become part of the Final Punch List. Overall, commissioning contributes to the successful delivery and longevity of a project, making it a valuable investment.

From the City's on-call pre-approved list of engineering firms, we sent all four firms that perform commissioning services details about the Public Safety Building project and requested they send proposals to perform those services. We had 3 companies respond that they received the information, but only one provided a proposal, Dewberry Engineers, Inc.

Dewberry Engineers, Inc will work for the City, and therefore this work is not part of the impending guaranteed maximum price (GMP) for the construction of the building by Reeves Young.

Reasons for engaging a Commissioning Agent:

1. **Quality Assurance:** Ensures that systems are designed, installed, and functioning as intended, leading to higher quality outcomes.



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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2. **Efficiency:** Identifies issues early in the process, reducing the likelihood of costly modifications later and improving overall project efficiency.
3. **Performance Optimization:** Enhances system performance through fine-tuning and validation, ensuring that it meets the specified requirements and operates at peak efficiency.
4. **Safety:** Prioritizes safety through thorough testing and compliance checks, minimizing risks associated with system failures or malfunctions.
5. **Documentation:** Provides comprehensive documentation throughout the project lifecycle, aiding in future maintenance, troubleshooting, and training.
6. **Stakeholder Confidence:** Builds trust among stakeholders (owners, investors, users) by demonstrating that the project meets established standards and expectations.
7. **Cost Savings:** Can lead to long-term cost savings through improved energy efficiency, reduced operational costs, and minimized downtime. City could end up paying 20% more in operation fees to operate the building because it is not operating as designed and therefore is not efficient.
8. **Regulatory Compliance:** Helps ensure compliance with relevant codes, standards, and regulations, avoiding potential legal issues or penalties.
9. **User Satisfaction:** Involves end-users in the process, which can lead to better user experiences and satisfaction with the final product. There could be uncomfortable areas in the building that have delayed resolution because occupants keep modifying thermostats for quick fixes as opposed to understanding the larger system issue because it was never identified as part of commissioning efforts.
10. **Sustainability:** Supports environmentally sustainable practices by optimizing resource use and minimizing waste throughout the project.

Financial Impact:

\$72,240.00 – Special Investigations Fund budget

Consistent with Comprehensive Plan?

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

Attachments

- 1) Dewberry Engineers, Inc's proposal for commissioning services

Next Steps

If approved, Mayor's signature on proposal.

Update



Dewberry Engineers Inc.
2951 Flowers Road South
Suite 102
Atlanta, GA 30341-5533

678.530.0022
678.530.0044 fax
www.dewberry.com

September 6, 2024

City of Norcross.
Attn: Chad Kastner
6025 Buford Highway
Norcross, GA 30071

RE: Public Safety Building – Commissioning Services

Dear Mr. Kastner,

It is my pleasure to submit our qualifications and proposal for your review and consideration.

Dewberry is a large engineering firm with hundreds of professional engineers available to support the commissioning division. Our dedicated commissioning team is headquartered in Birmingham, AL but we have a local Dewberry office in Atlanta, GA allowing us almost immediate access to the project site.

At Dewberry we view commissioning services as the senior most engineering services on a project to ensure the systems are functioning and performing correctly. For this reason, Dewberry provides senior engineering level staff to perform all commissioning services. We feel this sets us apart from our competition as most firms use some technicians to provide services.

In addition, Dewberry commissioning engineers are educated, trained and have field operational experience. We feel a commissioning of building systems should be performed by engineers for all trades, that's why Dewberry's commissioning team has senior mechanical, electrical, plumbing, and controls engineers that will be on site throughout the project to provide commissioning services.

Lastly, Dewberry commissioning staff has successfully commissioned over 400 projects in the industrial, healthcare, laboratory, data center, federal, justice and education markets and feel we are very qualified and capable to team with you on this project.

If you have any questions or clarifications to this submittal, feel free to contact me at 601-720-0178.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Koski".

Chuck Koski; EE - QxAP
Commissioning Division Manager

CITY OF NORCROSS COMMISSIONING SERVICES

AUGUST 2024



"Dewberry has dedicated, multidisciplinary, engineering staff to serve our clients."



Presented By:
Chuck Koski, QxAP
Commissioning Department Manager
Dewberry Engineers, Inc.
601.720.0178
ckoski@dewberry.com

Submitted To:
Chad Kastner
Project Manager
chad.kastner@stvinc.com

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#30
MEP Giants
 CONSULTING-SPECIFYING
 ENGINEER 2023



NATIONWIDE SERVICES

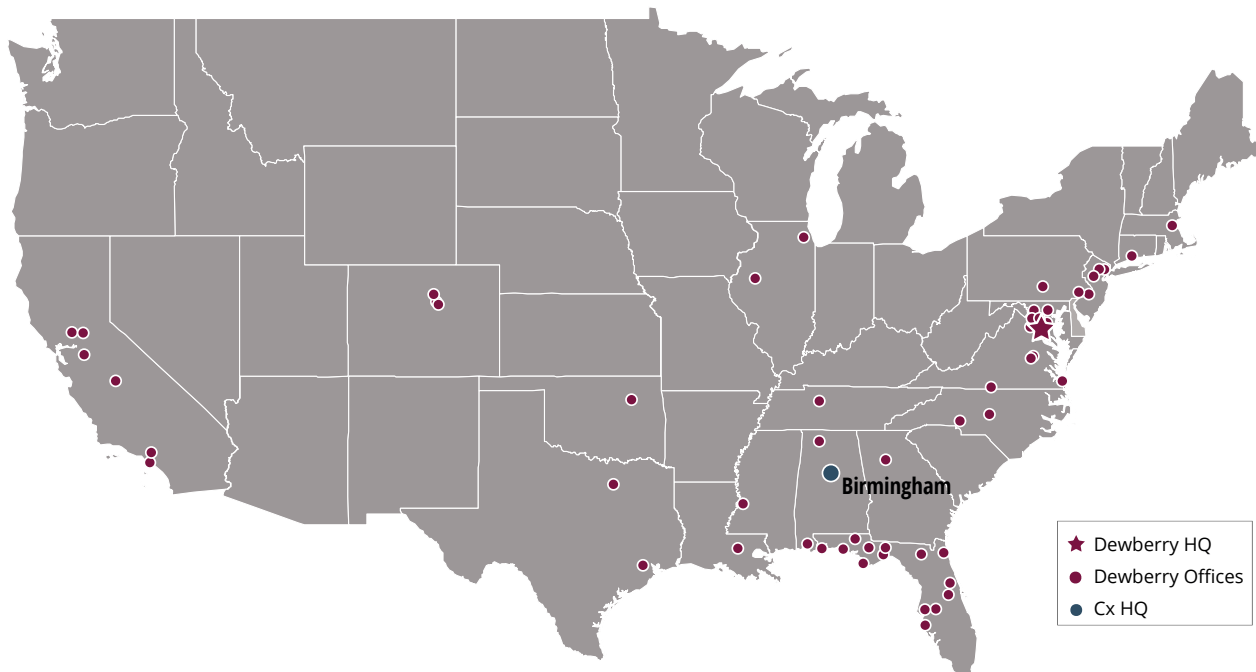
We have a team of dedicated commissioning/retro-commissioning staff with extensive experience in the municipal, healthcare, industrial, K-12, higher education, federal, and justice market segments. Our Commissioning Department Manager, Chuck Koski, QxAP was a healthcare facility director for more than 20 years. In addition, we have four professional engineers on the commissioning team, three licensed commissioning agents, and an international code specialist. This depth of expertise allows our team to understand the facility personnel and end users needs on a level that other commissioning firms cannot.

Our team has commissioned over 400 projects, and focus on quality design reviews, meticulous site observations, and rigorous systems testing to identify and eliminate complex systemic issues before the building is handed over to the client.

Recent Commissioning Clients:

- University of Alabama Birmingham Health System
- Novant Health
- United States Geological Survey (USGS)
- Veteran's Affairs Administration
- University of Alabama, Birmingham
- City of Grove, OK
- Lincoln County, NC
- Hampden Sydney College
- Alabama Department of Forensic Sciences
- Regions Bank
- Cullman City School System
- Mountain Brook School System
- Natchez National Historical Park
- Encompass Health
- Hoover City Schools
- City of Ardmore, OK

NATIONWIDE FIRM WITH MULTIPLE ENGINEERING SERVICE LOCATIONS



**PRE K-12****COLLEGE/UNIVERSITY****HEALTHCARE****INDUSTRIAL****FEDERAL****JUSTICE****LABORATORY**

Commissioning Overview

Commissioning is a systematic quality management process that focuses on design, installation, and testing of building systems to confirm that they meet the owner's requirements. The goal of implementing the commissioning process is to identify deficiencies in a timely manner so that they can be corrected during construction and not after occupancy. Successful commissioning has been documented to reduce energy consumption, reduce warranty claims and reduce maintenance calls by verifying that the systems are working properly prior to building operations.

Dewberry Commissioning Mission

Dewberry's approach to commissioning is to provide senior degreed engineering staff with facility operational experience to provide our clients the highest level of expertise in the industry on their projects. This commitment confirms that the facilities we commission are complete, integrated and performing properly.

Why Dewberry?



Wealth of Knowledge Across Multiple Markets

Dewberry has successfully commissioned over 400 buildings in the Healthcare, Laboratory, Industrial, Higher Education, Education K-12, Justice, and Federal Market Segments.



Dedicated Multi-Disciplined Commissioning Staff

The Dewberry team consists of degreed mechanical, plumbing, electrical, and controls engineers.



250+ Years of Combined Experience in Commissioning

Each of our senior commissioning staff each have more than 20 years of experience working on commissioning projects and testing critical complex systems.



Supported by Diverse Experience of 600+ Professional Engineers & SMEs

Dewberry has a deep bench of professional engineering staff spread out across the US that are available to support the commissioning team at the "subject matter expert" level. If it exists, Dewberry has a SME to provide technical expertise from design, construction and testing.



Ability to Manage Projects Regardless of Location

Our commissioning team has built a model that allows us to work effectively on projects anywhere in the US. Dewberry has engineering offices across the US with commissioning support capabilities, making the service local to almost any project.

APPROACH TO COMMISSIONING

At Dewberry we believe that commissioning services be provided by multi-discipline senior professional staff. For this reason, we intend to provide our services with multiple senior engineers for each discipline. We have mechanical, electrical, plumbing and controls engineers in the commissioning group that all have many years of experience in design, construction, operations, troubleshooting and testing of complex systems for healthcare, laboratory, education, industrial and federal markets. In addition, we do not believe in "sampling" of systems. For this reason, we test all components in all modes of operation.



ENHANCED COMMISSIONING US Geological Survey's Hydrologic Instrumentation Laboratory, Tuscaloosa, AL



FUNDAMENTAL COMMISSIONING Training Support Facility, Ft. Rucker, AL

STEP 1 PLANNING

- Commissioning (Cx) Team Identification
- Conduct Scoping Meeting
- Draft Owner's Project Requirements (OPR)
- Preliminary Cx Process Plan
- Preliminary Integrated System Checklist
- Coordination Meetings with System Integrator
- Provide continuity between all team members

STEP 2 DESIGN

- Design Review and identification of future upgrades
- Single-Point Failure Analysis
- Redundancy and N+1 analysis/design
- Document commissioned system needs
- Develop Cx Plan
- Develop Pre-Functional Checklists
- Develop Integrated System Checklist
- Coordination Meetings with System Integrator

STEP 3 CONSTRUCTION

- Submittal Review
- Issues Log / Resolution
- On-site Observations
- Wiring termination verification and start-up
- Develop Functional Performance Testing Procedures
- Functional Performance Testing
- Develop Calibration Verification Forms
- Integrated System Testing
- Owner Training

STEP 4 POST-CONSTRUCTION

- Develop Systems Manual
- O&M Plan
- Verify O&M Manuals
- Closeout of Issues / Resolution Log
- Final Commissioning Report
- Method of Procedure (MOP)
- Warranty Phase Inspection(s) (as required)

CURRENT MUNICIPAL COMMISSIONING PROJECTS

1. Lincoln County Courthouse | Lincolnton, NC

Fundamental commissioning: Dewberry was retained to provide commissioning services for the Lincoln County Courthouse. This project is a partial renovation to the existing 36,645 SF 2 story building with an addition of 12,686 SF. Commissioning services provided for mechanical, electrical, plumbing, and security systems.



2. Lincoln County Emergency Services Building | Lincolnton, NC

Fundamental Commissioning: Dewberry is providing fundamental commissioning services for the new 54,375 SF Emergency Services Station. Commissioning services provided for mechanical, electrical, plumbing, and fire protection systems.



3. Ardmore Police | Admore, OK

Fundamental Commissioning: Dewberry is providing fundamental commissioning services for the Ardmore Police Department building which is approximately 25,852 SF. Commissioning services provided for the mechanical, electrical, and plumbing systems.



4. Grove Police | Grove, OK

Fundamental Commissioning: Dewberry is providing fundamental commissioning services for the new, single story, 13,224 SF Grove Police Department building. Commissioning services provided for the mechanical, electrical, and plumbing systems.



5. Grove Fire Building | Grove, OK

Fundamental Commissioning: Dewberry is providing fundamental commissioning services for the new single story, 17,234 SF Grove Fire Station. The administrative and living spaces totaling 8,352 SF and the bays totaling 8,882 SF. Commissioning services provided for the mechanical, electrical, and plumbing systems.



Attachment: Dewberry Engineers, Inc.'s proposal for commissioning services (24-7150 : Selection of Commissioning Agent for Public Safety

COMMISSIONING TEAM



EDUCATION

BS • Electrical Engineering • Mississippi State University

Chuck Koski, QxAP Commissioning Department Manager

Chuck holds a degree in Electrical Engineering and has been active in the engineering field since 1991. Over the years, he has accumulated experience in areas such as design, project management, facility management, and testing and commissioning. Since 2003, Chuck has offered commissioning management services for more than 200 projects in various sectors, including education, municipal services, healthcare, industrial, justice, and marine markets in the United States and Europe. Before joining Dewberry, Chuck served as the director of facility operations, maintenance, and construction in the healthcare sector. This role provided him with essential insights into the operational and maintenance aspects of intricate facility systems, including mechanical, electrical, plumbing, fire, and safety systems. He now leverages this operational expertise to enhance Dewberry's commissioning processes and procedures.



EDUCATION

BS • Mechanical Engineering • Mississippi State University

Jim Ball, PE Mechanical Commissioning Engineer

Jim is an experienced project manager and senior mechanical engineer with over 33 years of experience in the commercial, chemical, and industrial industries. Before his employment at Dewberry, he operated a licensed engineering firm specializing in mechanical/electrical systems performance upgrades and commissioning for existing building remodels. He has worked as a field technical consultant. Jim has a high level of experience designing, analyzing mechanical failures, recommending changes to the equipment, and being responsible for the availability of major rotating equipment.



EDUCATION

BS • Mechanical Engineering • University of Alabama at Birmingham

Chris Laughlin, CEM, EIT Mechanical/Controls Commissioning Engineer

Chris is an experienced project manager with over 23 years of experience. He has led international construction and service projects with high quality and customer satisfaction. Chris also has expertise in energy management, having planned and executed various energy efficiency projects, managed the BAS and solar programs, assisted with utility management, and implemented policies and procedures for the facility team. He has achieved significant energy savings and reduced consumption for his clients. Chris is passionate about finding innovative and cost-effective solutions for energy and engineering challenges.

COMMISSIONING TEAM



EDUCATION

BS • Mechanical Engineering • Auburn University

Joey Roach, PE, CBCP, LEED AP

Senior Mechanical Engineer

Joey has 24 years of experience in mechanical design and development of facility improvement and energy conservation measures. He has been a project manager and lead mechanical engineer for mechanical systems design across multiple markets including higher education, federal, healthcare, commercial, and municipal. In addition to designing mechanical systems, he has completed major ASHRAE Level II/III Energy Audits for federal and healthcare clients. Joey specializes in facility and equipment assessments, equipment upgrades, and determining the best solutions for building owners based on their objectives.



EDUCATION

BS • Electrical Engineering • Tennessee Technological University

Jon Long, PE, LEED AP

Senior Electrical Engineer

Jon is a highly experienced senior electrical engineer with over 33 years of experience in design and application of new systems and renovations. He has heavy focus of in the healthcare sector. His healthcare design experience encompasses medical/surgical hospitals, specialty hospitals, research clinics and laboratories, emergency medicine facilities, and ambulatory surgery centers. Jon is our design review engineer for the electrical design elements on Cx projects. In addition to his role as Cx QA/AC, Jon leads our Nashville office, and provides project management, oversight, and QA/QC of any electrical design of the project, as well as provide CA when required.



EDUCATION

BS • Mathematics • University of Alabama

Carol Johnson, CPD, LEED AP, CFI

Senior Plumbing Designer

Carol is a Plumbing Professional with over 33 years of experience in Healthcare Plumbing, Fire Protection, and Medical Gas Engineering design and served as the 2019-2022 International President of American Society of Plumbing Engineers (ASPE).

Carol has worked directly with numerous hospitals and designed and managed over 200 projects involving healthcare plumbing systems, fire protection systems, and medical gas systems. Carol is the lead Cx design review engineer for the plumbing discipline. She has performed mechanical, electrical reviews for laboratory, healthcare, and higher education projects.

COMMISSIONING TEAM



Shane Davis, CEM
Controls Specialist

EDUCATION

BS • Textile
Engineering • North
Carolina State
University

Shane is a commissioning specialist with over 11 years of experience in building automation, controls design, and checkout. His responsibilities include the design, selection, implementation, and troubleshooting of HVAC equipment and control systems to fulfill project specific requirements. He is involved with producing and distributing the specifications, schematics, and sequence of operations used to deploy controls systems for healthcare, commercial, industrial facilities. Shane is proficient in all aspects of automation system conception, installation, and checkout, including system architecture development, evaluation, and execution, equipment controller software design, third party device integration.



Jason Mitchell, PE, BCxP
Senior Project Manager

EDUCATION

BS • Mechanical
Engineering •
The University of
Alabama

Jason is our experienced Program/Project Manager within Dewberry's Federal division and a licensed Professional Engineer with over 24 years of experience. He has spent the last 10 years of his career as a commissioning project manager.

Jason has significant experience in program and project management, bid and proposal, manufacturing, engineering site assessment / evaluation, mechanical / plumbing system design, quality control, facilities engineering, and construction management.



FUNDAMENTAL COMMISSIONING

Lab Exhaust testing



FUNDAMENTAL COMMISSIONING

Air Handling Unit testing



FUNDAMENTAL COMMISSIONING

Verifying TAB on exhaust system

FREQUENTLY ASKED QUESTIONS

1

HOW DOES DEWBERRY PERFORM COMMISSIONING DIFFERENTLY?

Answer: We have four professional engineers on this commissioning team, in both the electrical and mechanical disciplines:

- Joey Roach, PE (mechanical)
- Jon Long, PE (electrical)
- Jason Mitchell, PE, BCxP (mechanical)
- Jim Ball, PE (mechanical)

We have three licensed commissioning agents on our team:

- Chuck Koski, QCXP (Qualified Commissioning Management Professional)
- Joey Roach, PE, CBCP (Certified Building Commissioning Professional)
- Jason Mitchell, PE, BCxP (Building Commissioning Professional)

Everyone who has a leadership role on this team is a degreed engineer, has a technical background and over 20 years experience troubleshooting systems and systems design. We are not just a Cx check box in your project, we are a value add partner during every phase.

In addition, we have more than 25 professional engineers throughout our larger business unit managed from the Birmingham office.

We have more than 15 employees company wide with CEM certifications, and more than 40 employees company wide with commissioning experience.

We feel this "in house" expertise allows Dewberry to provide a very thorough comprehensive process focused on identifying and eliminating issues during construction, not after occupancy.

2

DOES DEWBERRY HAVE EXPERIENCE TROUBLESHOOTING HVAC SYSTEMS?

Answer: The Dewberry Cx team has extensive experience in the operation and troubleshooting of HVAC and energy systems. This includes experience such as chilled water plant upgrade and optimization projects, hot water and steam boiler plant upgrades and energy projects, and controls upgrades projects for implementation of energy conservation strategies. We work closely with facilities and maintenance staff during the Cx process to represent the owner's best interests in long term operation, maintenance, and total life cycle cost of systems installed. We have extensive experience in troubleshooting systems, including everything from space temperature and humidity issues, space pressure issues (ORs, Isolation rooms, Pharmacy Clean Rooms, etc.) air and water distribution systems, central plants and all major HVAC equipment.

3

DOES DEWBERRY HAVE EXPERIENCE WITH ENERGY-EFFICIENT SYSTEMS AND CONTROL STRATEGY OPTIMIZATION?

Answer: Dewberry has worked with most building automation system providers to implement energy efficient controls strategies on previous projects. We are well versed in implementing chiller and boiler plant optimization strategies, variable flow control strategies, energy recovery systems, and AHU air and water side optimization strategies. We also have experience with lighting upgrade and lighting controls projects, and water conservation strategies.

FREQUENTLY ASKED QUESTIONS

4

DOES DEWBERRY HAVE EXPERIENCE WITH MONITORING AND ANALYZING SYSTEM OPERATIONS?

Answer: Dewberry has worked with most major controls vendors to set up trends for continuous monitoring and troubleshooting system performance. When remote access to the BAS is available, Dewberry has also monitored system performance through the BAS front end. Dewberry has also worked with third party Cx software providers to parse trend data exports from the BAS and provide monitoring based Cx utilizing automatic fault detection and diagnostics. In certain instances, when BAS sensors are not available for information that is needed for monitoring, we have used stand-alone data logging equipment to gather weekly data for troubleshooting system performance issues.

5

DOES DEWBERRY HAVE EXPERIENCE WITH TOTAL BUILDING COMMISSIONING?

Answer: Dewberry commissioning understands the importance of total building systems approach to commissioning. We routinely identify "gaps" in protocol of a system that negatively affects the performance of other systems and take pride in identifying these and resolving them prior to occupancy. Dewberry self performs all mechanical, electrical, plumbing, controls, fire safety and low voltage system commissioning but teams with building envelope specialists that commission the structure. We have three trusted teaming partners that we select based on facility type and location. These consultants have been thoroughly vetted by Dewberry and share our same commitment to quality.

6

DOES DEWBERRY HAVE EXPERIENCE WITH BUILDING OPERATIONS, MAINTENANCE, AND O&M TRAINING?

Answer: Chuck Koski, CxA, is a degreed electrical engineer with a commissioning certification from University of Wisconsin (QxAP). He also has over 20 years experience as a Healthcare Facility Director responsible for operations, maintenance, construction, energy management, safety and compliance for complex acute care facilities. During this experience, Chuck was responsible to ensure all building systems performed at optimum capabilities to reduce energy consumption and maintain critical space conditions.

Jim Ball, PE is Dewberry's Senior Commissioning Engineer who specializes in installation, testing and troubleshooting mechanical systems. Not only is Jim a proven mechanical engineer, he also owned a HVAC company for 20 years where he sold, installed, tested and provided service for complex mechanical systems. During this time Jim was solely responsible for developing and implementing all of the company processes and protocols.



Dewberry's testing methods include comprehensive integrated system testing protocol to verify system components perform in all modes of operations

Point of Contact



Chuck Koski, QxAP

COMMISSIONING DEPARTMENT MANAGER

601.720.0178

ckoski@dewberry.com



www.dewberry.com



CREATE VALUE FOR OUR CLIENTS.
IMPROVE OUR COMMUNITIES.
EMPOWER OUR EMPLOYEES.
EXPAND OUR REACH.

SEPTEMBER 6, 2024

CITY OF NORCROSS
6025 BUFORD HIGHWAY
NORCROSS, GA 30071

Attention: CHAD KASTNER: PROJECT MANAGER

SUBJECT: COMMISSIONING SERVICES PROPOSAL
CITY OF NORCROSS PUBLIC SAFETY BUILDING

Dewberry Cx Proposal No.: ECx24038

Dear Mr. Kastner:

Thank you for the opportunity to submit a proposal on the above project. Dewberry Commissioning Engineers are a diverse group of commissioning engineers with many commissioning projects successfully completed. Our commissioning team has extensive experience in commissioning healthcare, laboratory, residential, university, industrial, development, justice and K-12 projects.

At Dewberry, we believe commissioning services should be provided with multidiscipline engineering staff and NOT technicians. For this reason, Dewberry commissioning staff is comprised with mechanical, plumbing and electrical engineers to serve this project.

Dewberry is a large engineering services company with multiple locations, with our commissioning services headquartered in Birmingham our staff is local to AU and ready to support this project.

Please consider our below proposal that represents our “typical” commissioning services package. Should you see anything in this proposal that you feel is not needed or omitted, please contact me so we can revise proposal.

I. Facility

The project includes approximately 40,000 sq. ft. new 2-story facility in accordance with construction documents dated November 2024 and with a planned construction schedule of 13 months starting December 2024.

II. Project Scope / commissioning Services

Dewberry Cx shall provide Commissioning Authority services for the facility described above.

Commissioning Authority (CxA) services shall consist of Enhanced Total Building Commissioning of the building envelope, mechanical, electrical and plumbing (MEP) systems.

The systems to be commissioned include: (IAW: RFQ/RFP)

- Building Envelope
- HVAC System
- HVAC controls System
- Domestic Hot/Cold Water System
- Normal Power System

Emergency Power System

Lighting System

Special Systems

Commissioning Services shall include the execution of Commissioning meetings, systems equipment verification, systems equipment installation verification, oversight of system and equipment testing, oversight of equipment start-up, and documentation of commissioning functional performance testing. These services will include the following commissioning deliverables:

- A. **OPR & BOD** – Develop and/or review of owner’s project requirements and basis of design documents if applicable.
- B. **Cx Plan** - Preparation of the commissioning program for the project and submit/update the Commissioning Plan throughout the project.
- C. **Design Review** - Review the design documents and specifications for familiarity and commissionability of systems and submit comments.
- D. **Cx Issues Log** - Developing and maintaining a Cx “Issues Log” for the project. The issue log will be developed by the CxA with the responsibility on construction team to respond to log as directed by design professional.
- E. **Cx Meeting** - CxA Team will host six (6) “on site” meetings during the construction period. During these site visits/meetings the CxA will host commissioning progress meetings, review issues log with construction team to resolve any issues, participate in construction progress meetings, reviewing of commissioning program, update of commissioning schedules and perform project site inspections. Each visit, CxA will issue an Observation report documenting Cx activities. **(note site inspections will include verification of equipment, verification of installations, witness testing, witness start-up, etc.)**
- F. **OAC Meetings** – CxA Team will attend all monthly OAC meetings virtually to update and document the commissioning progress.
- G. **Submittal Review** - Perform Peer review of submittals of systems and components related to the Commissioning scope of work for general compliance only, not a detailed review for full compliance. (a list of submittals needed for review will be provided by CxA)
- H. **Cx Documentation** - Prepare and submit commissioning documentation including master equipment list (MEL), pre-functional checklists (PFCs), functional performance testing (FPTs).
- I. **Static System Testing** - Peer review of static system testing procedures for commissioned systems as required by design professional specifications, witness selected testing and submit report documenting testing results during commissioning site visits.
- J. **Equipment Start-Up** - Peer review of equipment startup procedures for commissioned systems submitted by equipment supplier, witness selected start-up and submit report documenting testing results during commissioning site visits.
- K. **TAB** – review test, adjust and balance report and trends and provide comments.
- L. **Functional Performance Testing** - Upon written receipt of notification from the Contractor that the commissioned systems have been completed and are operational, the Commissioning Authority shall return to project site where CxTeam will oversee functional performance verification testing. Functional testing shall be performed on all commissioned systems to ensure that operation and performance conform to contract

documents. All tests shall be witnessed by the Commissioning Authority and performed by the appropriate Contractor. (ensure contractors are aware of their roles to manipulate systems to prove sequence of operation in this phase per the commissioning specifications)

- M. **O & M** - Peer review of the O&M manuals and all other as-built records to document that all have been updated to include all modifications made during the construction.
- N. **Cx Report**- Preparation and submit the final commissioning report documenting all steps in the commissioning process
- O. **Warranty Cx** - Post occupancy site visit at 10 months post occupancy to verify commissioning action items have been fully addressed and training complete.

***Note: Required meetings may be either face-to-face, email, VoIP, or Video Teleconferencing**

III. Not Included

Our Proposal does not include the following:

1. Commissioning for LEED Certification.
2. Testing of systems other than as noted above.
3. Re-testing of equipment or systems may be required if performance deficiencies are found until equipment is operating correctly. For the purposes of this contract retesting by the CxA shall be considered as Additional Services.
4. Testing and Balancing of the HVAC system. Balancing to be performed by contractor with CxA review and oversight.
5. Lifts and ladders for inspections.
6. Retesting of any system identified to be complete that is found incomplete during testing.
7. Functional performance testing required manipulation of the systems. The Commissioning Authority shall verify/witness functional testing that will be performed by the installing contractor per the Commissioning Plan which shall include functional testing procedures and documentation.
8. Checking of system refrigerant levels.
9. Meetings after building occupancy except as listed in scope and required for the seasonal testing if required for the individual project scope.

IV. Information Provided by Client

The Client agrees to furnish Dewberry with the following:

1. Building contract documents including plans, specifications, and addenda.
2. Equipment submittals as required to develop Cx prefunction checklists and functional testing documents.
3. Design professional site inspection reports.
4. O&M Manuals with suggested maintenance schedules and activities.
5. Start-up reports, specification required system testing reports and any third-party certified system testing reports.

V. Fee

Per your request, we offer a lump sum fee as follows:

See bid sheet appendix B

VI. Payment/Schedule of Values

Billing will be monthly and invoiced as a percentage based on Cx work completed. All invoices will be held in accordance with the terms and conditions included as attachment B.

Should the project be abandoned or canceled, payment shall be made based on time expended at the hourly rates listed below.

VII. Additional Services

Dewberry Commissioning Engineers will perform additional services for changes in scope, additional site visits, additional document reviews, rework due to incomplete system or other work not included in the proposal at the request of the Client. Additional services shall be billed on an hourly basis as set forth in the Hourly Fees detailed in appendix C.

VIII. PER DIEM AND REIMBURSABLE COSTS

Per Diem and Reimbursable Cost shall not be invoiced in this contract except as applicable to Additional Services and shall be as follows:

Federal Express or other air bill shipping at cost.

Auto travel at \$0.67/mile or in accordance with the current Standard Federal Rate.

Meals, airfare, and all other per diem at current Standard Federal Rate.

IX. Limitation of liability

Client agrees to limit Dewberry's liability to the sum of \$50,000 or Dewberry's fee, whichever is greater. The limitation shall apply regardless of the cause of action or legal theory pled or asserted and shall extend to Dewberry's officers, directors and employees.

Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions, please call.

Sincerely,

Accepted by,

DEWBERRY ENGINEERS

CITY OF NORCROSS



Chuck Koski, QxAP

Commissioning Professional

Signature

Printed Name and Title

APPEDIX B
COST FEE PROPOSAL

Firm Name: **Dewberry Engineers Inc.**

Phase One Lump Sum \$ 3,000.00

Phase Two Design \$ 25,800.00

Phase Two Construction \$ 39,440.00

Phase Two Occupancy/Warranty \$ 4,000.00

Phase Two Lump Sum \$ 69,240.00

Total Lump Sum Pricing (Phase One & Phase Two) \$ 72,240.00

APPENDIX C

BILLING RATE FORM

Firm Name: Dewberry Engineers Inc.

Billing Rates

Do rates include travel charges? YES

Note, all fees and rates must be inclusive of travel. Travel is not an acceptable reimbursable expense.

Job Title	Personnel Name	Hourly Rate
Commissioning Authority	Chuck Koski	\$285
Sr. Mechanical Engineer	Joey Roach	\$305
Sr. Electrical Engineer	John Long	\$305
Sr. Mech Commissioning Engineer	Jim Ball	\$250
Sr. Controls Engineer	Christopher Laughlin	\$225
Administrative Assistant	Natalie Toliver	\$115

Reimbursable Expenses

N/A

Estimated Amount

Signature

5/1/2023

Effective Dates of Rates

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$350.00
Engineer I,II,III	\$115.00, \$135.00, \$155.00
Engineer IV,V,VI	\$170.00, \$195.00, \$225.00
Engineer VII,VIII,IX	\$250.00, \$275.00, \$305.00
Professional I,II,III	\$105.00, \$125.00, \$150.00
Professional IV,V,VI	\$170.00, \$190.00, \$210.00
Professional VII,VIII,IX	\$235.00, \$260.00, \$290.00
Technical	
Designer I,II,III	\$110.00, \$135.00, \$160.00
Designer IV,V,VI	\$180.00, \$200.00, \$220.00
CADD Technician I,II,III,IV,V	\$80.00, \$100.00, \$120.00, \$140.00, \$175.00
Technical I,II,III	\$85.00, \$105.00, \$130.00
Technical IV,V,VI	\$140.00, \$155.00, \$180.00
Construction	
Construction Professional I,II,III	\$125.00, \$155.00, \$185.00
Construction Professional IV,V,VI,VII	\$215.00, \$240.00, \$285.00, \$320.00
Inspector I,II,III	\$85.00, \$110.00, \$140.00
Inspector IV,V,VI,VII	\$160.00, \$180.00, \$205.00, \$240.00
Survey Field Crews	
Fully Equipped 1, 2, 3 Person Crews	\$145.00, \$175.00, \$230.00
With Laser Scanner 1, 2 Person	\$195.00, \$225.00
Administration	
Admin Professional I,II,III,IV,V	\$70.00, \$95.00, \$115.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

- 1. Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
- 2. Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project. Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
- 3. Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
- 4. Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privacy).
- 5. Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
- 6. Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
- 7. Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
- 8. Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
- 9. Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
- 10. Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

- 11. Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
- 12. Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
- You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
- 13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 14. Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 15. Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 16. Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
- 17. Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 18. Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
- 19. Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 20. Limitations on Liability.** You agree that our liability arising from any breach of this contract or by the performance of this Agreement shall be limited to the aggregate amount of fees that you have paid to us for the Service. This limitation of liability, however, shall not extend to any damages incurred by you in connection with any tort, property damages, or any other similar claim.
- 21. Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
- 22. Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
- 23. Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2024

L.3.b

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

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

PRODUCER MARSH USA, LLC. 1050 CONNECTICUT AVENUE, SUITE 200 WASHINGTON, DC 20036-5386 CN102736896-7/1-1.1a-24-25	CONTACT NAME: Ashley Oliver PHONE (A/C, No, Ext): 410 347 3631 FAX (A/C, No): E-MAIL ADDRESS: Ashley.Oliver@marsh.com														
INSURED DEWBERRY ENGINEERS INC 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B : The Travelers Indemnity Company Of America</td><td>25658</td></tr><tr><td>INSURER C : Travelers Property Casualty Co. Of America</td><td>25674</td></tr><tr><td>INSURER D : Beazley Insurance Company, Inc.</td><td>37540</td></tr><tr><td>INSURER E : N/A</td><td>N/A</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B : The Travelers Indemnity Company Of America	25658	INSURER C : Travelers Property Casualty Co. Of America	25674	INSURER D : Beazley Insurance Company, Inc.	37540	INSURER E : N/A	N/A	INSURER F :	
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INSURER E : N/A	N/A														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**

CLE-005441385-34

REVISION NUMBER: 20

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		P-630-7792B312-COF-24	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000.00 GENERAL AGGREGATE \$ 5,000.00 PRODUCTS - COMP/OP AGG \$ 5,000.00
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		810-1N788974-24-43-G	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED: \$ 1,000.00
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CUP-4J583077-24-43	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000.00 AGGREGATE \$ 5,000.00
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	UB-6P972264-24-43-G	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000.00 E L DISEASE - EA EMPLOYEE \$ 1,000.00 E L DISEASE - POLICY LIMIT \$ 1,000.00
D	☐ PROFESSIONAL LIABILITY		V11B5E241501 RETRO. DATE: FULL PRIOR ACTS	07/01/2024	07/01/2025	PER CLAIM/AGGREGATE \$ 5,000.00

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

CERTIFICATE HOLDER**CANCELLATION**

DEWBERRY ENGINEERS INC 8401 ARLINGTON BLVD FAIRFAX, VA 22031	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC
--	---

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

City of Norcross

Legislation Details (With Details)

File #:	24-7151	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Policy Work Session
Title:	Demolition & Abatement – Stevens Rd Properties for Public Safety Building		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Demolition & Abatement - Stevens Rd Properties for Public Safety Building](#)
2. [Reeves Young Demo and Abatement Package](#)
3. [Authorization to proceed with early release work AIA form A133](#)

Title

Demolition & Abatement – Stevens Rd Properties for Public Safety Building

Drafter

Bill Grogan

Motion

A motion to Approve/Deny Reeves Young to proceed with demolition and abatement of the Stevens Road structures as early release work, ahead of an agreed upon Guaranteed Maximum Price (GMP) for the construction of the public safety building.



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

Agenda Report

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: November 4, 2024 – Regular Council Meeting

Item No.: 24-7151

Title: **Demolition & Abatement – Stevens Rd properties for Public Safety Building**

CC: Eric Johnson, City Manager

Recommendation

Approve Reeves Young to proceed with demolition and abatement of the Stevens Road structures as early release work, ahead of an agreed upon Guaranteed Maximum Price (GMP) for the construction of the public safety building.

Background

So that construction of the new public safety building can begin once the City and our contracted builder for the project, Reeves Young, agree to a guaranteed maximum price (GMP), demolition and abatement of all structures on the site need to occur in advance. Because this work is being done in advance of the GMP, we are presenting it for approval early/separately as early release work.

Reeves Young obtained bids from three (3) demolition companies and recommends we approve the lowest qualified bidder, Green Circle Demolition. If the early release work is approved, Reeves Young will contract with Green Circle Demolition. Reeves Young requires all bidders to comply with Norcross municipal code and the following sections listed in Article VII - Moving and Demolition of Buildings: a. Sec. 307-6 – Demolition and deconstruction of structures. b. Sec. 307-6.1 – Deconstruction requirements.

Costs include asbestos abatement for residential structures, demolition of all structures, Gwinnett County water usage, utility disconnects/capping as required, and builder's (Reeves Young) contracted fees/insurance/bonds. Costs will be included as part of the GMP.



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Councilmember: Matt Myers • **Councilmember:** Marshall Cheek • **City Manager:** Eric Johnson • **City Clerk:** Monique Philip

Financial Impact:

\$193,449.00 – Special Investigations Fund budget

Consistent with Comprehensive Plan?

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

Attachments

- 1) Reeves Young Demo and Abatement Package
- 2) Authorization to proceed with early release work AIA form A133

Next Steps

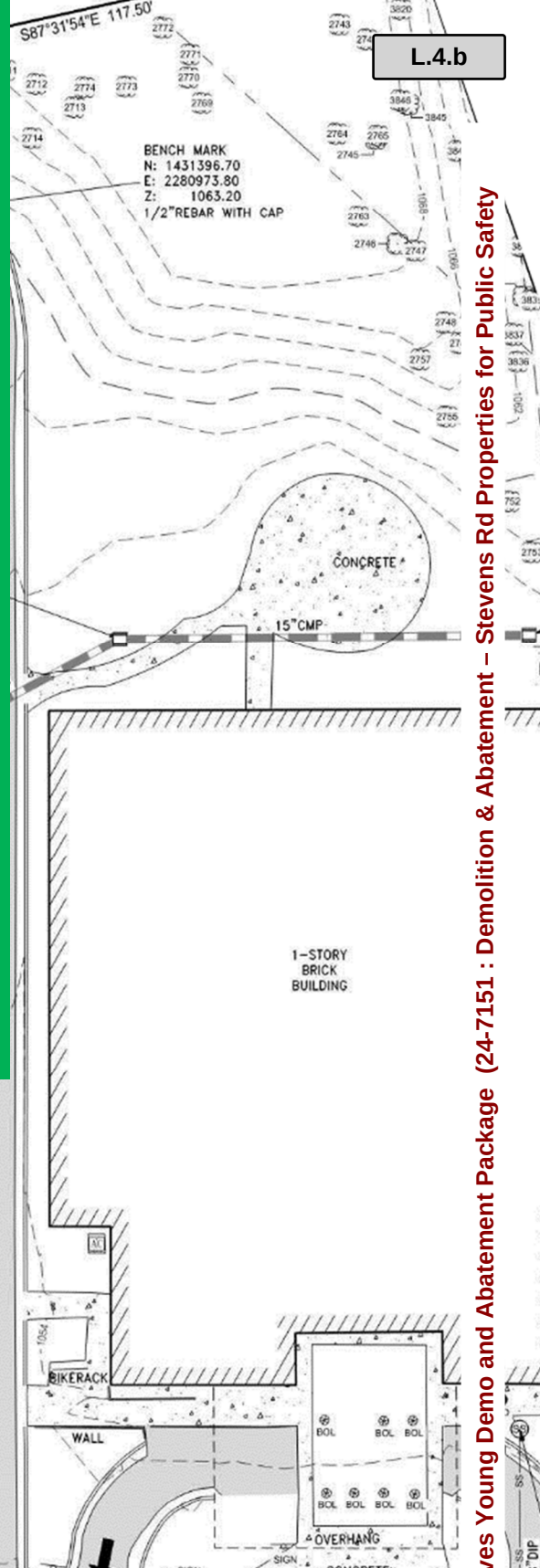
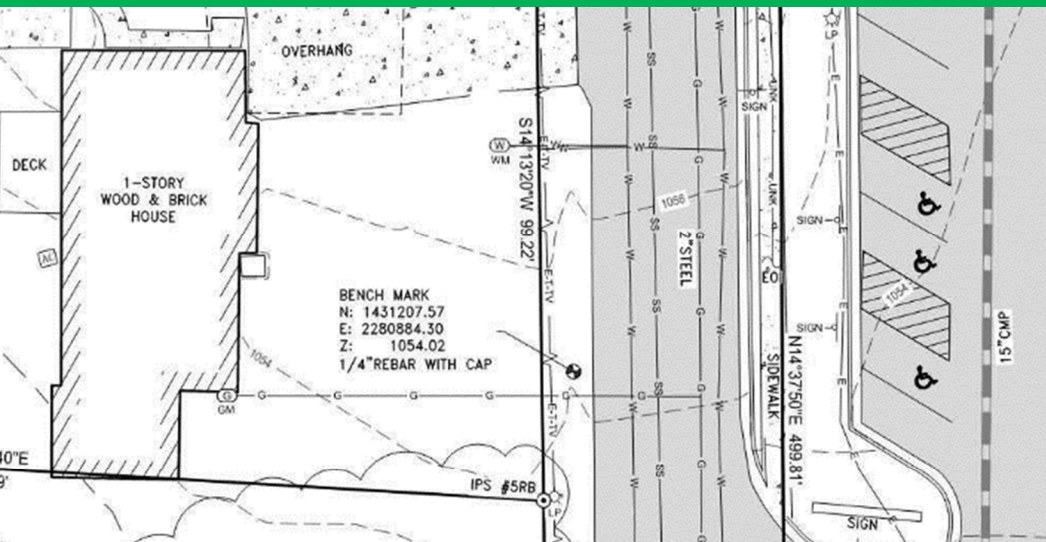
Demolition and abatement of all structures on the Stevens Rd public safety building site.

Update

Demo and Abatement Early Release Package

City of Norcross Public Safety Building

6025 Buford highway
Norcross, GA 30071
October 11, 2024



INDEX

- 01 Cost Estimate
- 02 EXHIBIT A – Qualifications
- 03 EXHIBIT B – Scope Checklist
- 04 EXHIBIT C – Fire Hydrant Meter Rental

1

Demo and Abatement Early Release Package
Cost Estimate
October 11, 2024

City of Norcross Public
Safety Building

REEVES
+ YOUNG



Norcross Public Safety Building - Demo & Abatement
REV01

2024-10-11

Total Building Area (GSF): 41,031

DESCRIPTION		\$/GSF	TOTAL
01 - GENERAL REQUIREMENTS		\$1.18	\$48,400
02 - EXISTING CONDITIONS		\$3.25	\$133,311
22 - PLUMBING		\$0.00	\$0
26 - ELECTRICAL		\$0.00	\$0
31 - EARTHWORK		\$0.00	\$0
33 - UTILITIES		\$0.00	\$20
Direct Cost Subtotal		\$4.43	\$181,731
Builders Risk Insurance - Non-Combustible New Construction	0.095%	\$0.00	\$184
General Liability Insurance	0.80%	\$0.04	\$1,548
Payment & Performance Bond	0.70%	\$0.03	\$1,354
Construction Contingency	2.00%	\$0.09	\$3,635
Reeves Young Fee	2.75%	\$0.12	\$4,998
Indirect Cost Subtotal		\$0.29	\$11,718
ESTIMATE TOTAL		\$4.71	\$193,449

Attachment: Reeves Young Demo and Abatement Package (24-7151 : Demolition & Abatement – Stevens Rd Properties for Public Safety



2024-10-11

Total Building Area (GSF): 41,031

DESCRIPTION	QUANTITY	UNIT	TOTAL
01 - GENERAL REQUIREMENTS			
010000 - General Conditions			
Construction General Conditions - Construction Misc.	1.00	Isum	\$8,000.00
Construction General Conditions - Construction Salary	1.00	Isum	\$40,400.00
Subtotal - 010000 - General Conditions			\$48,400
015100 - Temporary Electricity			
Temporary Power Connection Stations for Construction <i>Included in CoW by Subcontractors</i>	0.00	mnth	\$0.00
Subtotal - 015100 - Temporary Electricity			\$0
015200 - Temporary Water			
Temporary Water Connection Stations for Construction <i>Included in CoW by Subcontractors</i>	0.00	mnth	\$0.00
Subtotal - 015200 - Temporary Water			\$0
Subtotal - 01 - GENERAL REQUIREMENTS			\$48,400
02 - EXISTING CONDITIONS			
024100 - Demolition			
Demolition Scope	1.00	Isum	\$118,243.00
Subtotal - 024100 - Demolition			\$118,243
028200 - Asbestos Remediation			
Asbestos Abatement Scope	1.00	Isum	\$15,068.00
Subtotal - 028200 - Asbestos Remediation			\$15,068
Subtotal - 02 - EXISTING CONDITIONS			\$133,311
22 - PLUMBING			
220000 - Plumbing			
Plumbing Disconnect / Make-Safe <i>Included in Demolition Scope</i>	0.00	Isum	\$0.00
Subtotal - 220000 - Plumbing			\$0
Subtotal - 22 - PLUMBING			\$0
26 - ELECTRICAL			
260000 - Electrical			
Electrical Disconnect / Make-Safe <i>Included in Demolition Scope</i>	0.00	Isum	\$0.00
Subtotal - 260000 - Electrical			\$0
Subtotal - 26 - ELECTRICAL			\$0
31 - EARTHWORK			
312500 - Erosion and Sedimentation Controls			
Temporary Erosion Control <i>Included in Demolition Scope</i>	0.00	Isum	\$0.00
Subtotal - 312500 - Erosion and Sedimentation Controls			\$0
Subtotal - 31 - EARTHWORK			\$0
33 - UTILITIES			
331000 - Water Utilities			
Fire Hydrant Meter Rental - Monthly	1.00	mnth	\$20.00
Subtotal - 331000 - Water Utilities			\$20
Subtotal - 33 - UTILITIES			\$20

Attachment: Reeves Young Demo and Abatement Package (24-7151 : Demolition & Abatement – Stevens Rd Properties for Public Safety

2

Demo and Abatement Early Release Package
EXHIBIT A – Qualifications
October 11, 2024

City of Norcross Public
Safety Building





QUALIFICATIONS & EXCLUSIONS

NORCROSS PUBLIC SAFETY BUILDING – DEMO AND ABATEMENT

DIVISION 1 - GENERAL REQUIREMENTS

Qualifications:

1. Unless otherwise noted herein, the scope of the work corresponding to this pricing is consistent with the documents as prepared by CROFT & Associates. Outlined herein are the changes and/or clarifications to the scope of work required by these contract documents which are a result of negotiations, clarifications, and design review responses and shall supersede all previous documentation.
2. Cost breakouts are included for accounting purposes only and are not stand-alone prices.
3. The Contract Agreement between Reeves Young (RY) and the Owner shall supersede and prevail for any conflicts between the contract documents and the Construction Agreement that are not addressed in this pricing.
4. Electronic Documents will be provided to RY at no cost.
5. Scheduling shall be compiled and issued in a standard CPM format using Microsoft Project.
6. Cost is included for Builders Risk Insurance.
7. Cost is included for General Liability Insurance.
8. Cost is included for a Payment and Performance Bond.
9. Cost assumes the temporary fencing established on site will remain for use by Reeves Young throughout the duration of demolition activities.
10. Cost is included for compliance with Norcross local municipal code and the following sections listed in Article VII - Moving and Demolition of Buildings:
 - a. Sec. 307-6 – Demolition and deconstruction of structures.
 - b. Sec. 307-6.1 – Deconstruction requirements.

Exclusions:

1. Cost associated with payment for testing (including materials testing, soil compaction testing, building envelope testing, chamber / cavity testing, special inspections, commissioning, air monitoring, abatement testing, closure reports, NPDES monitoring, or existing structure settlement monitoring) other than re-testing required due to non-conformance
2. Cost associated with Permitting including Plan Review Fees, Land Disturbance Permit, Building Permit, Demo Permit, Variance Permit, Air Rights Permit, DOT Permit, and Certificate of Occupancy Fee
3. Electronic as-built documents
4. Cost loaded schedule
5. Cost associated with comments and inspections from state and local authorities resulting in changes to the scope of work and or contract documents during the construction process
6. Davis-Bacon wage rates
7. Engineering design fees and costs
8. Acquisition of air rights and any costs associated with obtaining those from the surrounding properties



9. Owner Protective Insurance Policy
10. Workmanship Warranty over one (1) year
11. Owner Contingency
12. Escalation Contingency
13. Subcontractor payment and performance bonds
14. Builders Risk deductible
15. 3rd party arborist

DIVISION 2 - EXISTING CONDITIONS

Qualifications:

1. Cost is included for the demolition scope as detailed in "EXHIBIT B – Scope Checklist". All other utility work and site demolition is assumed to be completed as part of the building component.
2. Cost assumes that Owner will move all furnishings, equipment and supplies to be salvaged from the existing buildings prior to the start of construction.
3. Cost is included for asbestos containing material removal per Anderson Environmental reports dated 05/11/2023 and 05/12/2023.
4. Cost assumes the use of the existing fire hydrants on site will be available for use as necessary for demolition activities. Hydrant meter rental from Gwinnett Water has been included per 'EXHIBIT – C'
5. Cost is included to disconnect and cap the electrical and plumbing utilities to the existing properties. In the event that this work is performed by Gwinnett County or others, a credit will be issued to Owner.

Exclusions:

1. The identification, removal or disposal of any asbestos containing materials, industrial oils or hazardous materials at the library per Anderson Environment report dated 08/16/2022
2. Air monitoring results for asbestos removal - removal to be completed under containment

END OF QUALIFICATIONS & EXCLUSIONS

3

Demo and Abatement Early Release Package
EXHIBIT B – Scope Checklist
October 11, 2024

City of Norcross Public
Safety Building





Project: **NORCROSS PUBLIC SAFETY BUILDING**
Scope: **DEMO**
Estimator: **VD**
Revision: **REV02**

EXHIBIT B

DEMOLITION

L.4.b
9/30/2024

	Green Circle
	Kyle Brown
	404-454-2264
	kbrown@greencircledemolition.com
BASE BID:	\$117,758.00
SCOPE LEVELING:	\$15,553.00
SCOPE TOTAL:	\$133,311.00

	Alpha-Omega Demo
	Austin Anderson
	678-997-6656
	aa@alpha-omegaga.com
	\$183,250.00
	\$15,553.00
	\$198,803.00

	DH GRIFFIN
	Keith Carroll
	(404) 803-2569
	gkcarroll@dhgriffin.com
	\$208,400.00
	\$15,553.00
	\$223,953.00

RECOMMENDED FOR AWARD

LINE	Q/E			AMOUNT				AMOUNT				AMOUNT	
1		DEMOLITION		\$	102,690.00			\$	168,500.00			\$	190,000.00
2		ABATEMENT		\$	15,068.00			\$	14,750.00			\$	18,400.00
3		Bid includes all cost for a turnkey scope including labor, materials, equipment, supervision, management and insurance. This scope checklist is a guideline of items to be included in your proposal. You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope.	✓				✓				✓		
4		Bid is in strict accordance with the following plans (including all notes pursuant to your scope):	✓				✓				✓		
5		- Documents as prepared by CROFT & Associates dated 07/16/2024	✓				✓				✓		
6		Bid is in strict accordance with ALL project specifications especially the specific sections listed below:	✓				✓				✓		
7		- 310002 - Site Demolition	✓				✓				✓		
8		- Pre-Demolition Asbestos Survey - 74 Stevens Rd	✓				✓				✓		
9		- Pre-Demolition Asbestos Survey - 84 Stevens Rd	✓				✓				✓		
10		- Pre-Demolition Asbestos Survey - 98 Stevens Rd	✓				✓				✓		
11		- Pre-Demolition Asbestos Survey - 6024 Buford Highway	✓				✓				✓		
12		GENERAL REQUIREMENTS											
13		Review & Acceptance of RY Sample Subcontract	✓				✓				✓		
14		Review & Acceptance of Proposed Schedule and Specific Durations for Your Scope	✓				✓				✓		
15		Review of RY Accounting Package	✓				✓				✓		
16		Review of Sample Certificate of Insurance (COI)	✓				✓				✓		
17		Bid Proposal is Valid for 30 Days	✓				✓				✓		
18		Permits and Permit Fees Associated with your scope	✓				✓				✓		
19		Cost is included for ALL Sales Tax	✓				✓				✓		
20		Daily Cleanup of Your Work with All Debris Placed in Dumpsters	✓				✓				✓		
21		Bid in Accordance with Applicable Codes and Standards	✓				✓				✓		

Attachment: Reeves Young Demo and Abatement Package (24-7151 : Demolition & Abatement – Stevens Rd Properties for Public Safety



Project: **NORCROSS PUBLIC SAFETY BUILDING**
Scope: **DEMO**
Estimator: **VD**
Revision: **REV02**

EXHIBIT B

	Green Circle Kyle Brown 404-454-2264 kbrown@greencircledemolition.com	Alpha-Omega Demo Austin Anderson 678-997-6656 aa@alpha-omegaga.com	DH GRIFFIN Keith Carroll (404) 803-2569 gkcarroll@dhgriffin.com
BASE BID:	\$117,758.00	\$183,250.00	\$208,400.00
SCOPE LEVELING:	\$15,553.00	\$15,553.00	\$15,553.00
SCOPE TOTAL:	\$133,311.00	\$198,803.00	\$223,953.00

RECOMMENDED FOR AWARD

LINE	Q/E			AMOUNT				AMOUNT				AMOUNT	
22		Subcontractor to Provide Scaffolding Systems, Lifts, Cranes, and Hoisting Equipment in Compliance with OSHA Regulations/Guidelines as Required to preform Your Scope of Work	✓			✓			✓				
23		Cost assumes on-site parking	✓			✓			✓				
24		SCOPE OF WORK											
25		Demo permit fee (DEM2024-006)	✗	By City of Norcross		✗	By City of Norcross		✗	By City of Norcross			
26		Includes abatement of asbestos at single family homes	✓			✓			✓				
27		Demo and dispose of existing public library, 1-story brick building	✓			✓			✓				
28		Demo and dispose of existing single family residences and auxiliary structures, 3 lots (74, 84, and 98 Stevens Rd)	✓			✓			✓				
29		Includes demolition including building slabs, foundations, and footings	✓			✓			✓				
30		Remove decks	✓			✓			✓				
31		Remove barns	✓			✓			✓				
32		Remove metal buildings	✓			✓			✓				
33		Includes dumpsters for demo activities	✓			✓			✓				
34		- Haul off to regulated site	✓			✓			✓				
35		Confirm available crew to begin work in September	✓			✓			✓				
36		Disconnect and capping of main building electrical panel prior to demolition activities	✗	\$ 5,568.00	DE	✗	\$ 5,568.00	DE	✗	\$ 5,568.00	DE		
37		Disconnect and capping of water lines prior to demolition activities	✗	\$ 4,725.00	RY	✗	\$ 4,725.00	RY	✗	\$ 4,725.00	RY		
38		Provide water source necessary for completion of work	✗	Assumes use of local hydrant		✗	Assumes use of local hydrant		✗	Assumes use of local hydrant			
39		Temporary erosion control - stabilize existing building foot prints	✗	\$ 5,260.00	RY	✗	\$ 5,260.00	RY	✗	\$ 5,260.00	RY		
40													
41		Payment & Performance Bond	✗	N/A		✗	N/A		✗	N/A			
42													

Attachment: Reeves Young Demo and Abatement Package (24-7151 : Demolition & Abatement – Stevens Rd Properties for Public Safety



**GREEN CIRCLE
DEMOLITION**

P 770-458-8662

info@greencircledemolition.com

www.greencircledemolition.com

3760 Browns Mill Rd, Atlanta, GA 30354

PROJECT DETAILS

Job Name: Norcross Public Safety

Job Number: 1236

Date: 8/7/24

Estimate By: Kyle Brown

Estimator Phone: 404-454-2264

Estimator Email: kbrown@greencircledemolition.com

Abatement Scope of Work

1. Remove and dispose of asbestos containing materials in accordance with local, state, and federal guidelines.
2. Work to be performed in accordance with the Anderson Environmental reports dated 5/12/24.
3. There are no costs included in this proposal for the removal of additional asbestos containing materials.
4. Environmental consulting fees associated with the asbestos removal are not included as part of this proposal.
5. This proposal is based upon removal of the following materials and respective quantities.
 - a. Ceiling Textures: 660sf
 - b. Sink: 1ea
 - c. Sheet Flooring: 150sf
 - d. Siding: 2400sf

Demolition

1. This proposal includes the following scope items:
 - a. Vertical and horizontal demolition of the three homes and library per drawing C010 dated 7/6/24.
 - b. Slabs and footings of buildings will be removed. Assumes slabs are 6" or less and footings are less than 36" deep.
 - c. Haul off and dispose of debris at a regulated landfill.
2. Others to provide a source of water during structural demolition. GCD is responsible for getting water from source to project area for dust suppression.
3. GCD shall retain all salvage rights to items existing in the building scheduled for demo at the time of this bid, including interior finishes, millwork, signage, and PME-FP devices, units and all associated wiring, switch gear, panel boxes, etc. Disconnects shall be made within 12" of the main service or cut/cap location.
4. This proposal is based upon one mobilization. Additional mobilizations will be charged as extra.
5. Others shall be responsible for site fencing/security, site work, erosion control, protection of all sidewalks/roads and any signage that may be required

Pricing

Demolition: **\$102,690**

Asbestos Abatement: **\$15,068**

Bonding:

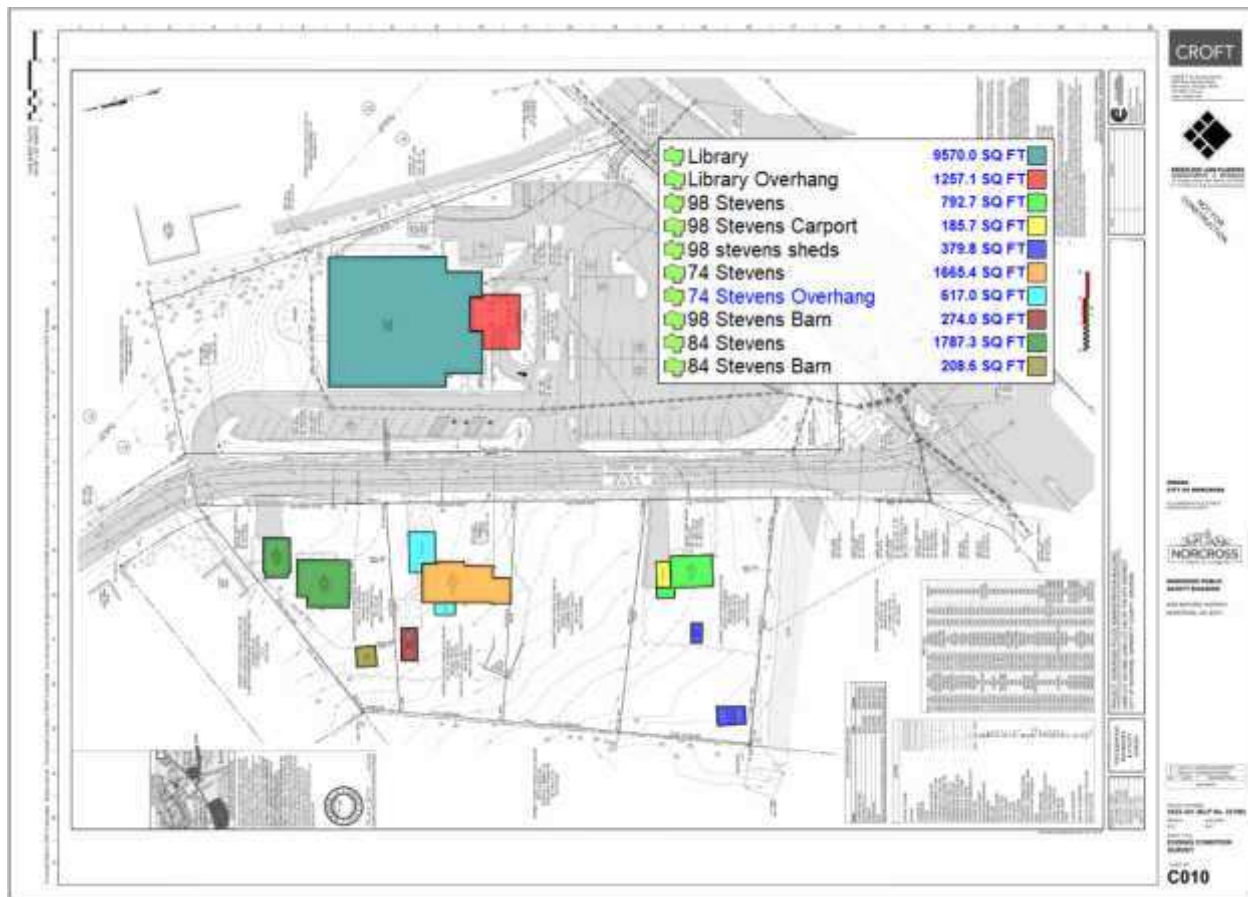
No bond has been factored for this work. If bonding is requested, please add 2.25% to our bid.

Schedule:

A formal schedule shall be negotiated upon signing of the contract. All work has been priced to be completed Monday – Friday, 7:00 am to 5:30 pm.

Progress Payments:

All work occurring up until the last day of the corresponding month shall be invoiced within that same month. This includes all change order work.

Scope Clarifications/Drawing Take Offs:**General**

1. Removal of asbestos containing or other hazardous materials other than those listed above is excluded.
2. Site demolition (paving, curb, utilities, sidewalks, site walls, trees, etc) is excluded.
3. GCD retains title to all salvage material present at the time of walkthrough.
4. Work excludes any scope of work, unless specifically stated otherwise within this proposal.
5. Others shall be responsible for providing the following:
 - a. Source of water necessary to complete this scope of work (hydrants, etc.)
 - b. Temporary construction as required.
 - c. GCD has excluded MEP locates, disconnects and capping. This scope shall be performed by others prior to mobilization.
 - d. Demo and building permits are excluded and assumed by others. GCD shall complete 10-day notification to notify EPA and GA EPD as required by federal regulations.

We genuinely appreciate this opportunity, do not hesitate to call with any questions or concerns.

Sincerely,

Kyle Brown
Green Circle Demolition
404-454-2264

Click on the icons below to view documents.



Certificate of Liability
Insurance



Letter of Bondability



License to Conduct
Regulated Asbestos
Activities in Georgia



ALPHA-OMEGA DEMOLITION

8601 Dunwoody Place Suite 346 • Atlanta, GA 30350 • Phone: 770-993-0609 • Fax: 770-993-0740 • aa@alpha-omegaga.com

Submitted To: Valerie DaGraca	Bid Submitted By: Austin Anderson 678-997-6656	Date: 8.20.24
Company: Reeves Young	Phone / Email: 678-750-1382 / vdagraca@reevesyoung.com	
	Job Name: Norcross Public Safety Building	
	Job Location: 6025 Buford Highway, Norcross, GA 30071	AOD Bid No. 42821

Scope of Work

Full Structure Demo:

Demo Existing One-Story Brick Building - **12,460 SF Building Footprint** - (12,460 SF Total)

*** Demo Existing Concrete Slab 6"-8" Thick Max - Any Existing Footing to Max Depth of 36" ***

Demo Existing One-Story Wood Frame House - **710 SF Building Footprint** - (710 SF Total)

*** Demo Existing Concrete Slab 6"-8" Thick Max - Any Existing Footing to Max Depth of 36" ***

Demo Existing One-Story Wood & Brick House - **1,986 SF Building Footprint** - (1,986 SF Total)

*** Demo Existing Concrete Slab 6"-8" Thick Max - Any Existing Footing to Max Depth of 36" ***

Demo Existing One-Story Wood Frame House - **1,476 SF Building Footprint** - (1,476 SF Total)

*** Demo Existing Concrete Slab 6"-8" Thick Max - Any Existing Footing to Max Depth of 36" ***

Demo Existing One-Story Wood Frame Building - **600 SF Building Footprint** - (600 SF Total)

*** Demo Existing Concrete Slab 6"-8" Thick Max - Any Existing Footing to Max Depth of 36" ***

Demo Existing One-Story Metal Building - **325 SF Building Footprint** - (325 SF Total)

*** Demo Existing Concrete Slab 6"-8" Thick Max - Any Existing Footing to Max Depth of 36" ***

Demo Existing Metal Barn (**260 SF Total**)

*** Demo Existing Concrete Slab 6"-8" Thick Max - Any Existing Footing to Max Depth of 36" ***

Demo Existing Wood Barns - **2 Structures Total** - (365 SF Total)

*** Demo Existing Concrete Slab 6"-8" Thick Max - Any Existing Footing to Max Depth of 36" ***

*** Abestos Clearence Letter Provided by Others ***

Alpha Omega is NOT Responsible for Disposing or Arranging Disposal of Any Hazarodus Materials

All Utilities to be Disconnected and/or Safed-Off Prior to Structure Demo - All Permitting by Others

Exclusions:

Site Demo (Asphalt / Sidewalk Removal)

Erosion Protection

FLOOR GLUE DONE BY OTHERS

*** Base Bid Does NOT Include Mastic Removal ***

*** Alpha-Omega Retains Salvage Rights Upon Commencement of Demolition ***

i.e. Metal Studs / Ductwork / Conduit - Copper Wire

*** HAULING AND DISPOSAL OF MATERIAL INCLUDED IN BASE BID UNLESS NOTED ABOVE ***

We Propose To Complete In Accordance With The Above Specification For The Sum Of:

Structure Demo: \$ 168,500.00

ACM: \$		14,750.00
Exclusions		
<u>Non-Demolition Exclusions</u>	<u>Demolition Exclusions</u>	<u>Pricing is Valid for 60 Days</u>
MEP Disconnects and Demo	Hazardous Material Abatement	Please Confirm Pricing if
Layouts	Shoring	Longer Than 60 Days From
Patching and Repair	Barricades	Date Listed Above
Permits	Protection	
Sales Tax	Mastic Removal, Floor Grinding and Prep	
www.alpha-omegaga.com		

L.4.b

Attachment: Reeves Young Demo and Abatement Package (24-7151 : Demolition & Abatement – Stevens Rd Properties for Public Safety



PROPOSAL
D. H. GRIFFIN WRECKING CO., INC.
 2365 Mabros Industrial Parkway Ellenwood Ga. 30294
 PHONE 404-362-3612 FAX 404-362-3613

PROPOSAL SUBMITTED TO:

Adam Scott
 Reeves Young
 PHONE: (770) 843-8104

DATE: August 8, 2024

PROJECT: Norcross Public Safety Building

LOCATION: 6025 Buford Highway, Norcross, GA 30071

EMAIL: ascott@reevesyoung.com

SCOPE of WORK

Budgetary pricing to provide necessary labor, equipment, materials, and insurance to perform the following:

- Demolition and removal of the Norcross Branch Public Library building, slab on grade, foundations and footings, located at the above referenced location.
- Demolition and removal of three (3) houses and additional buildings and/or barns in their entirety located at 74, 84, and 98 Stevens Rd, Norcross, GA

Price: One Hundred Ninety Thousand Dollars - \$190,000.00

Two (2) Weeks to Complete

- Provide labor, materials, and equipment necessary to remove and dispose of asbestos containing materials identified in "Report of Pre-Demolition Asbestos Survey 74, 84, and 98 Stevens Road Norcross, GA 30071" prepared by Anderson Environmental, Inc. and dated May of 2023.

Price: Eighteen Thousand Four Hundred Dollars - \$18,400.00

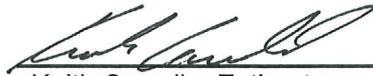
Payment to be made as follows: 30-day billing cycles

Exclusions, Assumptions, and Clarifications:

- a. Municipal Demo & LDP permits are excluded,
- b. Disconnection, capping, and rerouting of all utilities is excluded,
- c. Removal of asphalt and/or concrete pavement, curb & gutter, and block walls is excluded,
- d. Removal of trees, shrubs and/or landscaping is excluded,
- e. Removal of underground utilities is excluded,
- f. Site grading, provision, placement and/or compaction of backfill materials is excluded,
- g. Installation of erosion control BMPs, stabilization and/or storm water monitoring is excluded,
- h. Site fencing and/or site security is excluded,
- i. DHG retains all scrap metal and salvage proceeds,
- j. Performance & Payment Bonds are excluded, if required, please add 1.5%,
- k. All other work not listed in Scope section of this proposal is excluded.

All payments are due and payable as noted. Whenever retainage is required to be withheld, upon completion of D.H. Griffin Wrecking Company, Inc.'s (DHG) scope of work (contract or sub-contract) DHG will issue an invoice for work performed and a separate final invoice for retainage. All retainage is to be paid in full no later than sixty (60) days from date of final invoice. The undersigned further agrees to pay to D.H. Griffin Wrecking Company, Inc., a reasonable attorney's fee if the obligation evidenced hereby be collected by an attorney-at-law after maturity. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Authorized Signature:



Keith Carroll – Estimator

NOTE: This proposal may be withdrawn by
DHG if not accepted within 60 days.

PLEASE SIGN, DATE AND RETURN ORIGINAL

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are **authorized to do the work as specified. Payment will be made as outlined above.**

Signature

Name and Title

Date of Acceptance

4

Demo and Abatement Early Release Package
EXHIBIT C – Fire Hydrant Meter Rental
October 11, 2024

City of Norcross Public
Safety Building



**DWR RATES AND FEE SCHEDULE
JANUARY 2024****Residential Accounts - Monthly Charges and Fees (Note 1)**

Meter	Base Charges (Note 2)		Water Usage Rates (Note 3)			Sewer Rates
			Tier 1	Tier 2	Tier 3	
Meter Size	Base Water Charge	Base Sewer Charge	Cost per 1,000 Gallons (0-7,999 Gallons)	Cost per 1,000 Gallons (8,000-11,999 Gallons)	Cost per 1,000 Gallons (12,000+ Gallons)	Sewer Charge per 1,000 Gallons of Water Used
3/4"	\$7.50	\$7.50	\$5.53	\$8.295	\$11.06	\$9.02
1"	\$16.50	\$7.50	\$5.53	\$8.295	\$11.06	\$9.02
1 1/2"	\$27.00	\$7.50	\$5.53	\$8.295	\$11.06	\$9.02
2"	\$52.50	\$7.50	\$5.53	\$8.295	\$11.06	\$9.02

Notes

1. The monthly billing cycle represents the time between two consecutive bills issued from Gwinnett County Water Resources and typically ranges from 28 – 33 days as needed to account for holidays, weekends, and meter reading schedule. It does not necessarily follow a calendar month specifically.
2. The monthly base charge for all service types provided. All sewer accounts will be charged a monthly sewer base fee and a water base fee.
3. The tiered rates are calculated in an escalating manner. For example, if a customer used 9,000 gallons of water, Tier 1 rates would apply to the first 7,999 gallons, and Tier 2 rates would apply for the next 1,001 gallons. Tier 2 rates would not apply to the entire volume.

Residential Accounts - New Meter and System Development Charge Fees

One-Time Fees

Meter	Administration Fees			Meter Fees	System Development Charges (Note 3)		Total Cost for New Connection
Meter Size	Account Activation Fee (Note 1)	Water Setup Admin Fee	Sewer Setup Admin Fee	Meter Fee (New Meters Only) (Note 2)	Water (New Connection Only)	Sewer (New Connection Only)	Total for New Connection (Water and Sewer)
3/4"	\$25.00	\$25.00	\$25.00	\$1,397.00	\$1,128.00	\$4,147.00	\$6,747.00
1"	\$25.00	\$25.00	\$25.00	\$1,569.00	\$3,610.00	\$13,270.00	\$18,524.00
1 1/2"	\$25.00	\$25.00	\$25.00	\$3,381.00	\$8,573.00	\$31,517.00	\$43,546.00
2"	\$25.00	\$25.00	\$25.00	\$3,639.00	\$15,679.00	\$57,643.00	\$77,036.00

Notes

1. The fee for setting up a new account or transferring an existing account to a different address (water or water/sewer). No account activation fee is charged when adding sewer to an existing water account at address being served.
2. The meter price includes installation by Gwinnett County Water Resources. Allow a minimum of 30 business days for a new meter to be set.
3. The fee covers the customer's pro-rated share of the costs incurred by Gwinnett County Water Resources for the construction of the water and sewer system infrastructure.

Commercial and Multi-Family Residential Accounts - Monthly Rates and Fees

Meter	Base Charges (Note 1)		Water Usage Rates		
Meter Size	Water	Sewer	Cost per 1,000 Gallons of Water Used	Sewer Charge per 1,000 Gallons of Water Used	Non-Potable Reuse Cost per 1,000 Gallons Used (Note 2)
3/4"	\$7.50	\$7.50	\$5.53	\$9.02	\$1.13
1"	\$16.50	\$7.50	\$5.53	\$9.02	\$1.13
1 1/2"	\$27.00	\$7.50	\$5.53	\$9.02	\$1.13
2"	\$52.50	\$7.50	\$5.53	\$9.02	\$1.13
3"	\$144.00	\$7.50	\$5.53	\$9.02	\$1.13
4"	\$210.00	\$7.50	\$5.53	\$9.02	\$1.13
6"	\$400.00	\$7.50	\$5.53	\$9.02	\$1.13
8"	\$750.00	\$7.50	\$5.53	\$9.02	\$1.13
10"	Varies	Varies	\$5.53	\$9.02	\$1.13
12"	Varies	Varies	\$5.53	\$9.02	\$1.13
Multifamily Property (Note 3)	\$10 per unit		\$5.53	\$9.02	N/A

Notes

1. The monthly base charge for all service types provided. All sewer accounts will be charged a monthly sewer base fee and a water base fee.
2. The Non-Potable Reuse Rate is the rate for reclaimed water.
3. Multi-family properties are any properties that have multiple residential units on a single meter. This can include duplexes, apartment complexes, or a townhome community. The base charge for these properties is \$10 per unit.

Commercial and Multi-Family Residential Accounts - New Meter and System Development Charge Fees

One-Time Fees

Meter	Administration Fees			Meter Fees	Deposit for Commercial & Multi-Family Residential		System Development Charges (Note 2)		Total Cost for New Connection
Meter Size	Account Activation Fee	Water Setup Admin Fee	Sewer Setup Admin Fee	Meter Fee (New Only) (Note 1)	Water (New Accounts Only)	Sewer (New Accounts Only)	Water (New Connection Only)	Sewer (New Connection Only)	Total for New Connection (Water and Sewer)
3/4"	\$25.00	\$25.00	\$25.00	\$1,397.00	\$75.00	\$75.00	\$1,128.00	\$4,147.00	\$6,897.00
1"	\$25.00	\$25.00	\$25.00	\$1,569.00	\$75.00	\$75.00	\$3,610.00	\$13,270.00	\$18,674.00
1 1/2"	\$25.00	\$25.00	\$25.00	\$3,381.00	\$75.00	\$75.00	\$8,573.00	\$31,517.00	\$43,696.00
2"	\$25.00	\$25.00	\$25.00	\$3,639.00	\$75.00	\$75.00	\$15,679.00	\$57,643.00	\$77,186.00
3"	\$25.00	\$25.00	\$25.00	\$2,400.00	\$775.00	\$925.00	\$39,142.00	\$143,901.00	\$187,218.00
4"	\$25.00	\$25.00	\$25.00	\$2,637.00	\$1,500.00	\$1,825.00	\$62,830.00	\$230,988.00	\$299,855.00
6"	\$25.00	\$25.00	\$25.00	\$4,094.00	\$3,500.00	\$4,200.00	\$125,434.00	\$461,146.00	\$598,449.00
8"	\$25.00	\$25.00	\$25.00	\$5,459.00	\$6,800.00	\$8,200.00	\$200,671.00	\$737,751.00	\$958,956.00
10"	\$25.00	\$25.00	\$25.00	\$11,591.19	\$6,800.00	\$8,200.00	Varies	Varies	Varies
12"	\$25.00	\$25.00	\$25.00	\$14,237.13	Varies	Varies	Varies	Varies	Varies

Notes

1. Meter fees include installation by Gwinnett County Water Resources. Allow a minimum of 30 business days for a new meter to be set.
2. These are fees for the customer's pro-rated share of the costs incurred by Gwinnett County Water Resources for the construction of the water and sewer system infrastructure; any SDC charge for a meter over 8" is determined by Gwinnett County Water Resources.

Irrigation and Builder Accounts - Monthly Rates and Fees

Meter	Base Charges (Note 1)		Water Usage Rates	
Meter Size	Irrigation and Builder Base Water Charge	Base Sewer Charge (Builder Only)	Irrigation and Builder Cost per 1,000 Gallons of Water Used	Sewer Charge per 1,000 Gallons of Water Used (Builder Only)
3/4"	\$7.50	\$7.50	\$11.06	\$9.02
1"	\$16.50	\$7.50	\$11.06	\$9.02
1 1/2"	\$27.00	\$7.50	\$11.06	\$9.02
2"	\$52.50	\$7.50	\$11.06	\$9.02

Notes

1. The monthly base charge and fees charged for the water used. All sewer accounts will be charged a monthly sewer base fee and a water base fee.

Irrigation and Builder Accounts - New Meter and System Development Charge Fees

One-Time Fees							
Meter	Administrative Fees			Meter Fees	System Development Charges (Note 2)		Total Cost for New Connection
Meter Size	Account Activation Fee	Water Setup Admin Fee	Sewer Setup Admin Fee	Meter Fee (New Construction Only) (Note 1)	Water (New Construction Only)	Sewer (New Construction Only)	Total for New Connection (Water and Sewer)
3/4"	\$25.00	\$25.00	\$25.00	\$1,397.00	\$1,128.00	\$4,147.00	\$6,747.00
1"	\$25.00	\$25.00	\$25.00	\$1,569.00	\$3,610.00	\$13,270.00	\$18,524.00
1 1/2"	\$25.00	\$25.00	\$25.00	\$3,381.00	\$8,573.00	\$31,517.00	\$43,546.00
2"	\$25.00	\$25.00	\$25.00	\$3,639.00	\$15,679.00	\$57,643.00	\$77,036.00

Notes

1. Meter price includes installation by Gwinnett County Water Resources. Allow a minimum of 30 business days for a new meter to be set.

2. The fee covers the customer's pro-rated share of the costs incurred by Gwinnett County Water Resources for the construction of the water and sewer system infrastructure.

Administrative & Materials - Rates and Fees

	Fee Description	Cost per Occurrence	Cost Per Unit	Comments
Accounts	Late charges			All past due accounts shall incur a monthly penalty of 10% of the unpaid balance.
	Returned check fee/insufficient funds			Maximum allowable by State Law
	Restore water service: locked off for non-payment	\$25.00		
	Same-day reconnection charge	\$75.00		Same-day restoration upon request is subject to availability between Monday and Friday, 8:00am – 4:00pm.
	Lien fee	\$100.00		Lien filed for unpaid bills
	Meter tampering/damage fee	Varies		1st occurrence - \$250.00 2nd occurrence - \$500.00 3rd occurrence - \$750.00 (Water Meter Removed) 4th occurrence - \$1,000.00 5th occurrence - \$1,000.00 (Service Line Removed + Potential Prosecution)
Materials	Construction projects plans/specs	\$100.00	Per set	From the County (also available through design consultants)
Open Records	Open records research fee	Varies		

Water - Rates and Fees				
	Fee Description	Cost per Occurrence	Cost Per Unit	Comments
Water	Meter test: customer request	\$225.00	5/8" - 1" meter	
	Meter test: customer request	\$515.00	1 1/2" + meter	
	Meter move: directional bore	\$50.00		Per linear foot
	Move 3/4" short/long service: Customer request	\$725.00		
	Pull meter: customer request	\$85.00	5/8" - 1" meter	
	Pull meter: customer request	\$170.00	1 1/2" + meter	
	Abandoned tap fee	\$440.00		
	Raise/lower meter: customer request	\$170.00		
	Reduce meter size: customer request	\$225.00	3/4" meter	
	Replace meter box & lid: customer request	\$150.00		
	Replace stolen or missing meter: customer request	\$225.00	3/4" meter	
	Uncover buried meter: customer request	\$175.00		
	Flow test - pressure & volume	\$145.00	5/8" - 1" meter	
	Flow test - pressure & volume	\$350.00	1 1/2" + meter	

Wastewater - Rates and Fees				
	Fee Description	Cost per Occurrence	Cost Per Unit	Comments
Sewer	Mainline sewer tap fee	\$550.00	Each	Customer provides excavation, backfill/restoration, and pavement repairs. If required for a new development, fee will be paid at time of system development charge payment.
	Sewer TV initial inspection	\$45.00 base charge plus \$0.30 per linear foot	\$0.30/LF	Initial inspection
	Sewer TV additional inspections	\$300.00 base charge plus \$1.00 per linear foot (\$300.00 minimum charge)	\$1.00/LF	Subsequent inspection (min \$300); Re-inspection results and final signoff will not be released until all fees have been paid in full; Additional fees for TV inspection will be required if approved in more than one "phase or unit" and will be collected at the time of re-approval. If re-inspection is needed, added fees will be due after the inspection; Re-inspection fees are based on feet of pipe re-inspected; pipes previously "passed" will not be charged again.
	Manhole core inspection fee	\$85.00		Required if line ties directly to an existing manhole.
	Sewer plug spill violation	Varies	Varies	\$500 Per spill during normal hours (8am-5pm) \$1,000 Per spill after hours \$5,000 Per spill if over 30,000 gallons are spilled
	Septic tank dump tickets		\$130	One ticket includes 1,000 gallons of septage volume rounded up. Example: If a truck contains 3,400 gallons of septage, 4 tickets are required
Materials	Construction projects plans/specs	\$100.00	Per set	From the County (also available through design consultants)

Stormwater - Rates and Fees				
Stormwater	Fee Description	Cost per Occurrence	Cost Per Unit	Comments
	Stormwater TV initial inspection	\$45.00 base charge plus \$0.30 per linear foot	\$0.30/LF	Initial inspection
	Stormwater TV additional inspections	\$300.00 base charge plus \$1.00 per linear foot (\$300.00 minimum charge)	\$1.00/LF	Subsequent inspection (min \$300.00); Re-inspection results and final signoff will not be released until all fees have been paid in full; Additional fees for TV inspection will be required if approved in more than one "phase or unit" and will be collected at the time of re-approval. If re-inspection is needed, added fees will be due after the inspection; Re-inspection fees are based on feet of pipe re-inspected; pipes previously "passed" will not be charged again.
	Stormwater Fees		\$2.46 X each 100 square feet of impervious surface	These fees are calculated by using the impervious surface on your property multiplied by the current stormwater rate. These fees can be located on the property tax bill related to each parcel and are paid annually. Impervious surface is defined as any paved, hardened or structural surfaces, including but not limited to , building, dams, decks, driveways, parking areas, patios, streets, swimming pools, tennis courts, walkways or other structures which prevent or impede the infiltration of stormwater into the soil.

Fire Hydrants - Rates and Fees

All other fire hydrant usage is prohibited (other than by the Fire Department)

	Fee Description	Cost per Occurrence	Cost Per Unit	Comments
Fire Hydrant Meter Rental	Fire hydrant usage: metered connection	\$700.00 Deposit	per rental unit metered connection	
	Air GAP truck inspections for fire hydrant filling	\$25.00		
	Fire hydrant usage: metered connection	\$5.00/day meter rental fee	per day	
	Fire hydrant usage: metered connection	\$20.00 base fee	monthly	
	Fire hydrant usage: metered connection	Actual water usage charge	the water volumetric rate applicable to non-fire related water usage is the Tier 1 volumetric rate	
	Fire hydrant: damaged/tampered meter	\$700.00	per meter	
	Fire hydrant: failure to test long term meter	\$250.00	per meter	
	Fire hydrant: failure to submit long term fire hydrant meter read penalty	Varies		60,000 gallons of water use
Fire Protection	Fire protection taps		\$2.00 per month per inch of pipe diameter	
	Fire line usage: metered connection	Actual water usage charge	The water volumetric rate applicable to non-fire related water usage is 3.0 times the Tier 1 volumetric rate	Meter is read and billed once a year

Notes

1. Other categories as may be deemed appropriate by the Gwinnett County Water Resources Department Director.

2. Residential swimming pools will no longer be permitted to use fire hydrant water for filling.
3. Meters must be brought in for recalibration every six months (fines will be assessed for noncompliance).

Pump Station - Rates and Fees

Phase-out charge - for development-installed sewage pumping stations, the sewage pumping station phase out charge will be based on the following formula

$$D \times C(1 + cci)^{20} (P/F)$$

D	Distance from the pumping station to the nearest downgradient interceptor sewer. If no downgradient sewer exists at the time of plan approval, the distance used shall be to that of the centerline of the stream along which a future interceptor will be built according to the DWR Master Plan. The maximum distance used shall be 5,000 feet.
C	The cost per linear foot of constructing new 8-inch gravity sewer as estimated by the Department of Water Resources using recent competitive bids on other projects.
cci	Average construction cost index factor of the previous five years.
P/F	The factor to calculate the present worth of future expenses in twenty years at an interest rate equal to the effective rate of the most recent water and sewer revenue bond issue.



AIA® Document G735™ – 2021

Authorization to Proceed with Early Release Work

THIS AUTHORIZATION TO PROCEED WITH EARLY RELEASE WORK (the "Authorization") dated the 18th day of October in the year 2024, is incorporated into

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

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

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

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

City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

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

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

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

§ 1 Early Release Work:

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

ADDITIONS AND DELETIONS:

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

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

See Attachment 1 - Demo and Abatement Early Release Package dated October 11, 2024

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

See Attachment 1 - Demo and Abatement Early Release Package dated October 11, 2024
(Table deleted)

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

See Attachment 1 - Demo and Abatement Early Release Package dated October 11, 2024
(Table deleted)

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

See Attachment 1 - Demo and Abatement Early Release Package dated October 11, 2024

§ 2 Schedule for the Early Release Work:

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

Commencement of abatement to start 15 days after execution of this agreement

§ 3 Compensation for the Early Release Work:

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

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

The total amount of the Demo and Abatement Early Release Package is \$193,449 including Cost of Work, General Conditions and Fee.. See Attachment 1 for further details.

§ 4 Payments for the Early Release Work:

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

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

N/A

§ 5 Retainage on the Early Release Work:

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

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

N/A

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

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

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

N/A

§ 6.2 Other Insurance:

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

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

N/A

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

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

N/A

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

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

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

N/A

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

OWNER (Signature)

Craig L Newton Mayor

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Chad McLeod President

(Printed name and title)

Init.

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User Notes:

(1498106734)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:50:57 ET on 10/14/2024.

PAGE 1

THIS AUTHORIZATION TO PROCEED WITH EARLY RELEASE WORK (the "Authorization") dated the 18th day of October in the year 2024, is incorporated into

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...

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

...

City of Norcross
65 Lawrenceville Street
Norcross, Georgia 30071

...

(Name, legal status, and address)

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

PAGE 2

See Attachment 1 - Demo and Abatement Early Release Package dated October 11, 2024

...

See Attachment 1 - Demo and Abatement Early Release Package dated October 11, 2024

Section	Title	Date	Pages
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...

See Attachment 1 - Demo and Abatement Early Release Package dated October 11, 2024

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Packet Pg. 183

Number	Title	Date
...		
	<u>See Attachment 1 - Demo and Abatement Early Release Package dated October 11, 2024</u>	
...		
	<u>Commencement of abatement to start 15 days after execution of this agreement</u>	
...		
	<u>The total amount of the Demo and Abatement Early Release Package is \$193,449 including Cost of Work, General Conditions and Fee.. See Attachment 1 for further details.</u>	
...		
	<u>N/A</u>	
...		
	<u>N/A</u>	
...		
	<u>N/A</u>	
PAGE 3		
	<u>N/A</u>	
...		
	<u>N/A</u>	
...		
	<u>N/A</u>	
...		
	<u>Craig L. Newton</u>	<u>Mayor</u>
	<u>Chad McLeod</u>	<u>President</u>

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:50:57 ET on 10/14/2024 under Order No. 4104248375 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document G735™ – 2021, Authorization to Proceed with Early Release Work, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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Packet Pg. 185



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

City of Norcross

Legislation Details (With Details)

File #:	24-7152	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Policy Work Session
Title:	Award of Contract for Atlantic Boulevard Road Resurfacing		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report Atlantic Boulevard Resurfacing 4 Nov 24](#)
2. [Bid Packet \(ITB PW 25-02\)](#)
3. [Bid Tabulation Sheet](#)
4. [CON Sunbelt Asphalt Surfaces, Inc. 1](#)

Title

Award of Contract for Atlantic Boulevard Road Resurfacing

Drafter

Len Housley

Motion

A motion to Approve/Deny the attached contract between the City of Norcross and Sunbelt Asphalt Surfaces, Inc. for Atlantic Boulevard Road Resurfacing.



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

Agenda Report

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: November 4, 2024 – Regular Council Meeting

Item No.: 24- 7152

Title: Award of Contract for Atlantic Boulevard Road Resurfacing

CC: Eric Johnson, City Manager

Recommendation

Approve contract between the City of Norcross and Sunbelt Asphalt Surfaces, Inc. for Atlantic Boulevard Road Resurfacing.

Background

The Department of Public Works issued an Invitation to Bid for a resurfacing project for Atlantic Boulevard from SR 140/Jimmy Carter Boulevard to Holcomb Bridge Road. Seven total sealed bids were received, and Sunbelt Asphalt Surface, Inc, was the most responsive and responsible lowest bidder. In addition to submitting the lowest bid, Sunbelt Asphalt Surface, Inc. complied with the specification guidelines, showed evidence of experience and qualifications, and provided proof that they are qualified to carry out the scope of work.

Financial Impact

Total \$1,227,200 (Construction \$1,194,200/Monitoring and testing up to \$33,000 United Consulting)

Funding Source: \$835,638.37 GDOT/\$391,561.63 SPLOST

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

1. Continues to define Norcross' sense of place
2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment



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

Next Steps

Mayor and Council approves contract award to Sunbelt Asphalt Surfaces, Inc.

Attachments

Bid Packet (ITB PW 25-02)

Bid Tabulation Sheet

CON Sunbelt Asphalt Surface, Inc. Contract

Update

Addendum #2
Atlantic Boulevard Resurfacing
ITB PW 25-02

The following clarifications and changes to the ITB are provided based on questions received and must be added/considered when completing your proposal:

CLARIFICATIONS

1. Can the city provide detail on what type of traffic loops they are asking for?
Answer: Red Light Traffic Loops per GDOT specifications
2. Can the city clarify the soil cement specification? Specifically, the spread rate required.
Answer: GDT specifications Spread rate 72
3. The specifications state that AC-20 or AC-30 Bituminous Tack is to be used. GDOT has not used this for many years. Will PG Tack be allowed as an alternate?
Answer: Asphalt tack must meet GDOT specifications.
4. What are the allowable work hours?
Answer: 7 days a week, 24 hours a day if needed.
5. What are the allowable lane closure times?
Answer: Lane closures can vary as long as access to local businesses is unimpacted.
6. Can the road be closed in segments for reconstruction?
Answer: Yes.
7. How will driveways be maintained with a 6 ½" drop off?
Answer: Temporary access using GAB or other means.
8. Will driveways/sideroads be milled to help provide access and transition tie ins of the road surface?
Answer: Asphalt Driveways and sideroads
9. Is the 12/5mm surface layer to be repaved in the gutter to the face of curb?
Answer: Gutter

10. With a 90 Cal Day completion time, will the construction be postponed until the spring 2025 when asphalt paving can be completed per GDOT temperature specs?

Answer: Yes.

11. In the pre-bid it was mentioned using GAB to provide temporary access to the driveways. Asphalt would be a better option. Would the city add a pay item for driveway maintenance, paid for by the ton?

Answer: No

12. To avoid winter weather restrictions and school traffic, will the City change the completion date to July 31st, 2025?

Answer: The completion date will be determined by the construction timeline, which will be decided upon selection of a firm.

13. Is the contractor responsible for FDR mix designs and testing?

Answer: City of Norcross will provide mix designs and testing. Minimum 24-Hour notice for testing.

14. How long should the contractor wait after the FDR process to begin paving?

Answer: Normally 7 Days, however; if a faster turnaround is desired, the amount of cement added should be adjusted to provide faster strength gain. The unconfined compressive of the field cored FDR should be 300 PSI before it can be overlaid with asphalt and subject to traffic.

15. Does the city intend for the new asphalt to be flush with existing curb? If yes, how should the existing driveways be addressed? If the contractor is required to remove & replace will the city add a pay item for this work?

Answer: Asphalt should match Gutter. Existing Elevations Driveways should match new asphalt. Will address driveways if needed during construction.

16. What is the depth of milling for asphalt?

Answer: Refer to Addendum #1: United Consulting Pavement Evaluation

17. Is the contractor responsible for driveway reconstruction?

Answer: Yes.

18. Does the city have preferences or ideas for clearing driveways?

Answer: Refer to question 7.

19. How many days are allotted for airing cement?

Answer: Refer to question 13.

20. Will the contractor be able to work on Saturdays?

Answer: Yes.

21. Who is responsible for testing?

Answer: Refer to question 12

22. What are the specifications for milling?

Answer: Refer to Addendum #1: United Consulting Pavement Evaluation

23. Is this bid for work that may not begin until springtime? If so, how will this affect bids?

Answer: Contractors may include language in their bid submissions about the recommended timeline for work and include contingency based on expected cost increases.

24. Will GAB be placed in driveways temporarily while FDR takes place?

Answer: Yes.

25. Are there specific hours for night work if needed?

Answer: There are no specific hours for night work. Refer to Change #1 of Addendum #2 below.

26. Will a staging area be made available?

Answer: Yes, city staff will coordinate with the selected contractor.

CHANGES

1. On page 12 of the original document (ITB PW 25-02) or on page 15 of Addendum #2:
2.15.2 Work Hours

~~No work shall take place on Saturday or Sunday.~~

There are no specific work hours; however, it is the responsibility of the contractor to communicate proposed work hours to city staff in advance of work.



**City of Norcross
Department of Public Works**

**INVITATION TO BID
ATLANTIC BOULEVARD ROAD RESURFACING
ITB PW 25-02**

City of Norcross

Department of Public Works

INVITATION TO BID ATLANTIC BOULEVARD ROAD RESURFACING ITB PW 25-02

OVERVIEW:

The City of Norcross is soliciting sealed competitive bids from qualified contractors for a resurfacing project for the roadway listed below:

Atlantic Boulevard (start at Holcomb Bridge Road; end at Jimmy Carter Boulevard)

All work must be completed in 90 days from when Notice to Proceed is issued and in accordance to industry specifications and standards.

The BID package should be clearly marked “**ITB PW 25-02 – ATLANTIC BOULEVARD ROAD RESURFACING**” on its face and submitted by **11:00 a.m. on September 20, 2024** to the address below. Please submit two printed copies and one electronic copy (USB) of your package to:

Charlene Marsh
Capital Projects Manager
City of Norcross – Public Works
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on September 6, 2024**. A Q&A addendum will be posted within a week.

An ***optional, but highly recommended*** pre-bid meeting with a site visit will take place on **September 6, 2024 at 10:00 a.m.** at the Public Works department located at 345 Lively Avenue Norcross GA 30071.

BIDS will be opened and publicly read at **11:05 a.m. on September 20, 2024**, at the address noted above.

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

No BID may be withdrawn within thirty (30) days after the BID opening. Requests for withdrawals must be submitted in writing. All BIDS shall remain firm for 90 days after bid opening.

We appreciate your interest in the City of Norcross!

Attachment: Bid Packet (ITB PW 25-02) (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)

BID CHECKLIST

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

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

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

1.0 INTRODUCTION

The City of Norcross is soliciting sealed competitive bids from qualified contractors for Road Resurfacing within the City of Norcross as illustrated in the attached map (See Appendix B).

1.1 PROJECT SCOPE

The project will consist of Full Depth milling and resurfacing to include repairing the existing pavement base with 10 inch cement stabilization, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves and manholes, and the insulation of pavement striping and markings as directed. Please refer to Appendix C for additional specifications.

- a. Street scheduled for milling and resurfacing will consist of the furnishing of all materials, labor, and equipment for the complete construction including but not limited to: repairing the existing pavement base where needed, resurfacing of adjacent driveways to meet street pavement grades, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface, course applying high density mineral bond, adjustments of water valves & manholes, and the installation of pavement striping, and markings as directed, performing cleanup and related work.
- b. The pavement to be placed after Full Depth Milling and cement stabilization is to be 3 inches 25 mm Superpave Asphalt Base with 2 inches 19mm Superpave Binder and 1.5 Inches 12.5 mm Superpave Topping.
- c. Load tickets that meet Georgia Department of Transportation specifications must accompany all delivered materials. The contractor must supply copies of all asphalt tickets to the city.
- d. AC-20 or AC-30 bituminous tack shall be used on this project. All surfaces shall be cleaned completely and thoroughly dried before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack shall be applied between .04 and .06 gallons per square yard. All materials and equipment used to perform the bituminous tack coat shall be considered incidental to the work and included in the bid price for other pay items.
- e. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic control plan shall at minimum conform to the requirements set forth in the MU TCD.
- f. Manhole Adjustment and Water Valve Box Adjustment: It shall be the Contractor's responsibility to note and mark the location of each water valve box and manhole covers on the streets to be resurfaced prior to the resurfacing work then locate and adjust each of these after resurfacing.
- g. Structures shall be adjusted within 10 days after the road is resurfaced.
- h. The existing pavement will be removed a minimum of 9" outside of the most exterior points of the structures.
- i. Concrete Collars are to be installed on all valves and manholes per Gwinnett

- County Standard 502.
- j. Structures will be adjusted to pavement grade using bricks, shims, or other non-organic material.
 - k. Concrete having a minimum compressive strength of 3000 psi at 28 days shall be placed around the adjusted structure, consolidated to fill the voids, and finished to pavement grade. Care should be taken to prevent concrete from falling into manholes, with any such material being removed by the contractor as soon as possible.
 - l. Concrete shall be protected from traffic for a minimum of 3 days with steel plates, or other measures as approved by the City Engineer or Department of Public Works, Utilities and Parks.
 - m. The unit prices bid for Manhole adjustment and Walter Valve Box Adjustment will be for all work performed, including excavation and disposal of existing material, adjustment of structure, traffic control, and protection of the concrete.
 - n. The contractor will give the City at least 24 hours' notice as to the locations to be adjusted to allow for inspection scheduling.
 - o. The City reserves the right to adjust any structures using in-house labor as deemed practicable.
 - p. In the event an existing casting or structure is found to be structurally deficient, it shall be reported to the Public Works, Utilities and Parks Department for evaluation.

1.2 GENERAL INFORMATION

- 1. It is extremely important that project schedules ARE met. Only those firms with the necessary resources and a commitment to complete all work on schedule should submit a bid.
- 2. The City of Norcross will expect to liaise with a single project manager representing the prime contractor (and the sub-contractors).
- 3. The City will select the most responsive, lowest bidder whose bid best represents the best interest of the City.
- 4. The City of Norcross reserves the right to cancel this solicitation at any time when it is determined to be in the best interest of the City.
- 5. The City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
- 6. The City of Norcross reserves the right to approve sub-contractors.
- 7. Any selection made because of this notice will be based strictly on qualifications and adherence to the submission guidelines, without regard to race, color, religion, sex, or national origin.
- 8. It is the responsibility of all firms interested in submitting a bid for this

advertisement to routinely check the posting on the website for any revisions to this solicitation and addenda issued.

9. It is the responsibility of all firms to read this advertisement in detail and provide all requested information including forms and appendices.
10. Incomplete submittals will be considered non-responsive, thus disqualified. Late submittals will not be accepted.

1.3 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its experience with related projects and related clients, and approach to completing this project.

About the Firm:

- a. Name of Bidder
- b. Permanent main office address, email address, pertinent contact numbers.
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, may be requested by City.
 - a) If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements are not prepared.

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years.
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
- h. General character of work performed by your company.

- i. Have you ever failed to complete any work awarded to you, if so, where, and why?
- j. Have you ever defaulted on a Contract, if so, where, and why?
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why?
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
- m. How long do you warrant a project?
- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?

Approach:

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

1.4 SCHEDULE OF EVENTS

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

1.5 COMMUNICATIONS WITH STAFF

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

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

2.0 REQUIREMENT

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

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

2.1 GENERAL CONDITIONS

2.1.1 Qualifications

2.1.1.1 Bids will be considered only from experienced and well-equipped Contractor(s) engaged in work of this type and magnitude. Bidders must provide their own materials and tools for this contract.

2.1.1.2 Bidders may be required to submit evidence setting forth qualifications which entitle their company for consideration as a responsible Vendor. A list of work of similar character successfully completed within the last five years may be required, which lists the location, size, and scope for use on this work. Before accepting any bid, the City may require evidence of the Vendor's financial ability to successfully perform the work to be accomplished under the contract.

2.2 GUARANTEE TO ACCOMPANY BID

2.2.1 If the bid amount is greater than \$30,000.00, then bids must be accompanied by an acceptable bid bond in an amount not less than five percent (5%) of the bid amount per section. Failure to submit a bid bond will be a cause for rejection.

2.3 JOINT VENTURES

2.3.1 Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

2.4 AUTHORITY TO SIGN

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

2.5 RIGHTS RESERVED

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

2.5.2 Bidders are advised to examine all corresponding documents carefully and to

make examinations of the site(s) of the proposed work, as necessary, to familiarize themselves with location conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully regarding conditions under which the work will be performed. The City will not be responsible for the Bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

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

2.6 AWARD OF CONTRACT

- 2.6.1** Contract will be made to the **most responsive and responsible lowest bidder**. Contracts will not be automatically awarded to the lowest bidder. The City will review all bids for responsiveness and responsibility. Bidders must comply with submission guidelines, show evidence of experience and qualifications, and provide proof that they are qualified to carry out the scope of work.

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

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

The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest bidder at its discretion.

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

- Bid price
- Compliance with submission guidelines and specifications (including any required forms and documents)
- Ability to perform scope of work and meet deadlines
- References

Please provide accurate information and inform your references that the City of Norcross will follow up to perform reference checks. It will affect your evaluation if we are not able to contact your references, or they do not respond in time. References will be contacted within a week of the submission deadline.

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

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

- 2.6.2 Prior to award of the Contract, the successful Bidder will be required to submit a schedule to the City, demonstrating the Bidder's ability to commence and proceed in a timely manner. Due to time constraints on this contract, it is mandatory that the work be performed simultaneously and immediately. A bidder's failure to demonstrate the ability to proceed as required may result in contract cancellation, as deemed in the City's best interest.
- 2.6.3 Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, contract cancellation, re-advertising of any and/or all these contracts, or awarding any or all of the contract to the next **most responsive and responsible lowest bidder**.
- 2.6.4 If the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful bidder by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this ITB.

2.7 PRODUCTION REQUIREMENTS

- 2.7.1 The successful bidder will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the ITB within 90 days from the Notice to Proceed.

2.8 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.8.1 Payment shall be provided based on the cost schedule provided in bidder's response. Bidder shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to **Donald Maxwell, Stormwater & Roads Superintendent at 345 Lively Ave, Norcross, GA 30071**. The invoice shall contain a complete itemization of services. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents.

- 2.8.2** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage.

2.9 LOCATION AND SITE(S)

- 2.9.1** The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.
- 2.9.2** The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.9.3** The Contractor, before submitting a bid is encouraged to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).
- 2.9.4** The Contractor is responsible for the location of, above and below ground utilities and structures, which may be affected by the work.

2.10 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

2.11 MATERIALS

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

2.12 INSPECTION

The City of Norcross does not commit to having a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection

and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under the supervision of the City that fails to meet standards or any retesting that is required will be at the Contractor's expense.

2.13 NON-COLLUSION

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

2.14 CONTRACT REQUIREMENTS

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

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

2.14.1.1.2 Provide Insurance Certificates as specified in the ITB Checklist.

2.14.1.1.3 Provide bonding as required by the ITB documents.

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

2.15 MISCELLANEOUS PROVISIONS

(May not be applicable to this ITB)

2.15.1 Permits

No permits are anticipated for this project.

2.15.2 Work Hours

There are no specific work hours; however, it is the responsibility of the contractor to communicate proposed work hours to city staff in advance of work.

2.15.3 Detour/Closures

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

2.15.4 Residential Refuse

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

2.15.5 Project Briefing and Site Visit

The selected contractor will be required to attend a formal site visit with the Stormwater & Streets Superintendent before work may begin.

2.15.6 Disposal of Refuse

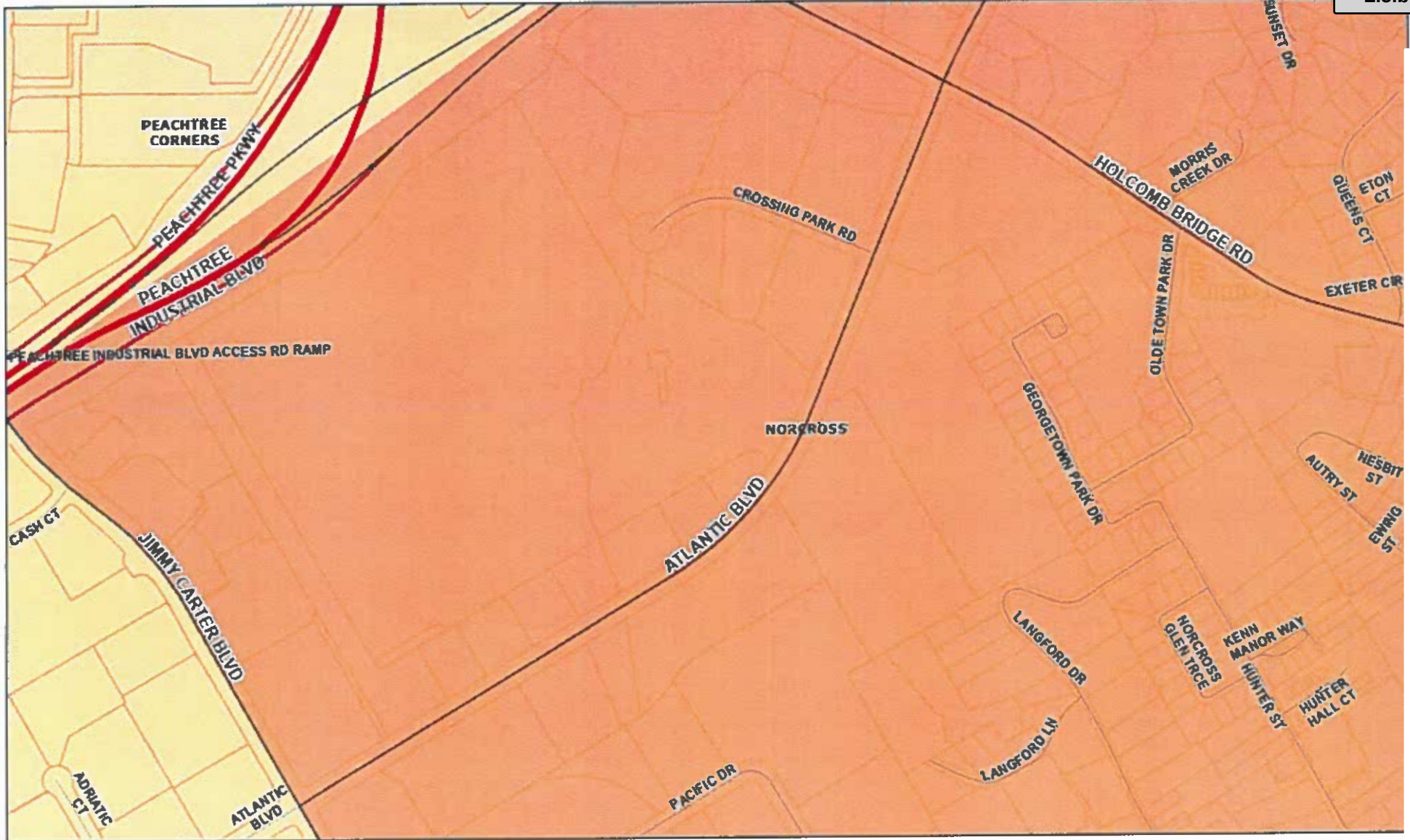
The Contractor shall be solely responsible for disposing of materials and shall consider, before bidding, the compliance with the above stated ordinances and regulations. Disposal of debris must be done in a lawful manner, in accordance with all applicable federal, state and/or local laws, statutes,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

APPENDIX A
ITB PW 25-02
SCHEDULE OF EVENTS

Event:	Date:
Release of ITB	August 21, 2024, 11:00 a.m.
Pre-bid Meeting (<u>Optional but highly recommended</u>)	September 6, 2024, 10:00 a.m.
Deadline for Written Questions	September 6, 2024, 5:00 p.m.
Bids Due	September 20, 2024, 11:00 a.m.
Public Opening and Reading	September 20, 2024, 11:05 a.m.
Bid Review/Evaluation	On/About September 2024
Contract Award (On/about)	On/About October 2024

APPENDIX B
ITB PW 25-02
MAP

Attachment: Bid Packet (ITB PW 25-02) (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)



8/19/2024 5:44:10 PM

Atlantic Blvd. Paving

Start at Holcomb Bridge Road end Jimmy Carter Blvd.

0 300 600
ft

ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use this map.

APPENDIX C
ITB PW 25-02
BID SCHEDULE

Bid Quantities. For your information, reference the following table below for the project limits and asphalt quantities the City used in preparing the bid form. This form is mandatory and must be included in your bid packet.

*Once roadways are fully milled, the contractor must reach out to the Stormwater Superintendent to better assess the condition of the base and subbase and estimate the amount of patching required for each roadway

Bid Schedule					
Pay Item	Description	Units	Quantity	Unit Cost	Total Cost
	Atlantic Blvd				
1	Full Depth Milling (L=4037 FT and 38 FT wide)	SY	19250		
2	10 Inch Cement Stabilization	SY	19250		
3	25 mm Superpave	Ton	3250		
4	19 mm Superpave	Ton	2200		
5	12.5 mm superpave	Ton	1700		
6	Asphalt Tack	Gal	2000		
7	Thermoplastic Striping	LS	1		
8	Manhole and Water Valve Adjustments Concrete Collars	LS	1		
9	Traffic Control	LS	1		
10	Loops	Each	4		
11	Mobilization	LS	1		
BID TOTAL:				\$	

APPENDIX D

ITB PW 25-02

REFERENCES

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

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

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

References for _____

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

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

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX E
ITB PW 25-02
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

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

☐ No addenda were received:

Acknowledged for: _____
(Name of Firm)

Signature of Authorized Representative

Name (Print or Type)

Title

Date

APPENDIX F

ITB PW 25-02 PACKET CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

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

_____ Packet Checklist (attached to bid package)

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

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

_____ Certificate of Liability Insurance

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

_____ Reference Form

Mail or deliver to:
Charlene Marsh
Capital Projects Manager
City of Norcross – Public Works
345 Lively Avenue
Norcross, GA 30071

Attachment: Bid Packet (ITB PW 25-02) (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)


Department of Public Works

345 Lively Avenue, Norcross GA 30071

Office: 678-421-2069 Fax: 770-255-2335

www.norcrossga.net
Bid Tabulation
Atlantic Boulevard Road Resurfacing
ITB PW 25-02
September 20, 2024
345 Lively Avenue, Norcross, GA 30071

Company Name	Bid Amount
Magnum Paving	\$1,559,213.00
Vertical Earth	\$1,798,871.78
Stewart Brothers	\$1,302,545.00
Sunbelt Asphalt	\$1,194,200.00
Atlanta Paving	\$1,539,999.99
Blount Construction	\$1,663,170.05
Allied Paving Contractors	\$1,726,062.50

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

Attachment: Bid Tabulation Sheet (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)

***CONTRACT BETWEEN THE SCRUGGS
COMPANY DBA SUNBELT ASPHALT
SURFACES, INC
AND
THE CITY OF NORCROSS
FOR ATLANTIC BOULEVARD ROAD
RESURFACING
ITB PW 25-02***

Attachment: CON Sunbelt Asphalt Surfaces, Inc. 1 (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)

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Agreement for Atlantic Boulevard Road Resurfacing

This Agreement, made and executed as of the _____ day of _____, 2024 by and between The Scruggs Company DBA Sunbelt Asphalt Surfaces, Inc. with a place of business at 1410 Sunbelt Way Auburn, GA 30011 (hereinafter called "Consultant") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (The "Project") and the Scope of Services as they relate to the annual seasonal color containers (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Consultant dated **September 20, 2024** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Invitation to Bid (ITB PW 25-02).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

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

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

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

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

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

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

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

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

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

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

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

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

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

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

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Consultant

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Len Housley

Position: Public Works Director

Address: 345 Lively Avenue
Norcross, GA 30071

Copy to: Donald Maxwell

Position: Streets Superintendent

Address: 345 Lively Avenue
Norcross, GA 30071

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

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

ARTICLE 24 – MISCELLANEOUS

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

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

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

Consultant

By: _____

Title: _____

Client

By: _____

Title: _____

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

APPENDIX A – SCOPE OF SERVICES FOR ATLANTIC BOULEVARD ROAD RESURFACING

1.0 INTRODUCTION

The City of Norcross is soliciting sealed competitive bids from qualified contractors for Road Resurfacing within the City of Norcross as illustrated in the attached map (See Appendix B).

1.1 PROJECT SCOPE

The project will consist of Full Depth milling and resurfacing to include repairing the existing pavement base with 10 inch cement stabilization, resurfacing of adjacent driveways to meet street pavement grades, adjustments of water valves and manholes, and the insulation of pavement striping and markings as directed. Please refer to Appendix C for additional specifications.

- a. Street scheduled for milling and resurfacing will consist of the furnishing of all materials, labor, and equipment for the complete construction including but not limited to: repairing the existing pavement base where needed, resurfacing of adjacent driveways to meet street pavement grades, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface, course applying high density mineral bond, adjustments of water valves & manholes, and the installation of pavement striping, and markings as directed, performing cleanup and related work.
- b. The pavement to be placed after Full Depth Milling and cement stabilization is to be 3 inches 25 mm Superpave Asphalt Base with 2 inches 19mm Superpave Binder and 1.5 Inches 12.5 mm Superpave Topping.
- c. Load tickets that meet Georgia Department of Transportation specifications must accompany all delivered materials. The contractor must supply copies of all asphalt tickets to the city.
- d. AC-20 or AC-30 bituminous tack shall be used on this project. All surfaces shall be cleaned completely and thoroughly dried before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack shall be applied between .04 and .06 gallons per square yard. All materials and equipment used to perform the bituminous tack coat shall be considered incidental to the work and included in the bid price for other pay items.
- e. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic control plan shall at minimum conform to the requirements set forth in the MU TCD.
- f. Manhole Adjustment and Water Valve Box Adjustment: It shall be the Contractor's responsibility to note and mark the location of each water valve box and manhole covers on the streets to be resurfaced prior to the resurfacing work then locate and adjust each of these after resurfacing.
- g. Structures shall be adjusted within 10 days after the road is resurfaced.
- h. The existing pavement will be removed a minimum of 9" outside of the most exterior points of the structures.
- i. Concrete Collars are to be installed on all valves and manholes per Gwinnett

- County Standard 502.
- j. Structures will be adjusted to pavement grade using bricks, shims, or other non-organic material.
 - k. Concrete having a minimum compressive strength of 3000 psi at 28 days shall be placed around the adjusted structure, consolidated to fill the voids, and finished to pavement grade. Care should be taken to prevent concrete from falling into manholes, with any such material being removed by the contractor as soon as possible.
 - l. Concrete shall be protected from traffic for a minimum of 3 days with steel plates, or other measures as approved by the City Engineer or Department of Public Works, Utilities and Parks.
 - m. The unit prices bid for Manhole adjustment and Walter Valve Box Adjustment will be for all work performed, including excavation and disposal of existing material, adjustment of structure, traffic control, and protection of the concrete.
 - n. The contractor will give the City at least 24 hours' notice as to the locations to be adjusted to allow for inspection scheduling.
 - o. The City reserves the right to adjust any structures using in-house labor as deemed practicable.
 - p. In the event an existing casting or structure is found to be structurally deficient, it shall be reported to the Public Works, Utilities and Parks Department for evaluation.

1.2 GENERAL INFORMATION

- 1. It is extremely important that project schedules ARE met. Only those firms with the necessary resources and a commitment to complete all work on schedule should submit a bid.
- 2. The City of Norcross will expect to liaise with a single project manager representing the prime contractor (and the sub-contractors).
- 3. The City will select the most responsive, lowest bidder whose bid best represents the best interest of the City.
- 4. The City of Norcross reserves the right to cancel this solicitation at any time when it is determined to be in the best interest of the City.
- 5. The City of Norcross also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
- 6. The City of Norcross reserves the right to approve sub-contractors.
- 7. Any selection made because of this notice will be based strictly on qualifications and adherence to the submission guidelines, without regard to race, color, religion, sex, or national origin.
- 8. It is the responsibility of all firms interested in submitting a bid for this

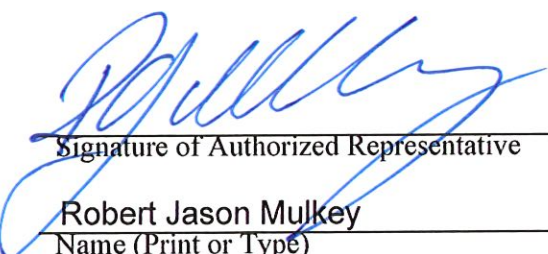
APPENDIX E
ITB PW 25-02
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

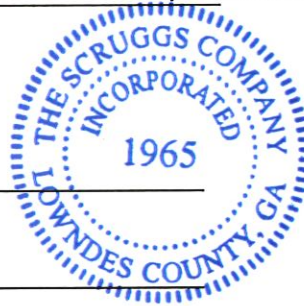
<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
<u>#1</u>	<u>No Date(See Attached)</u>	<u></u>
<u>#2</u>	<u>No Date(See Attached)</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

☐ No addenda were received:

Acknowledged for: The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.
(Name of Firm)


Signature of Authorized Representative

Robert Jason Mulkey
Name (Print or Type)



Division Vice President
Title

9/20/2024
Date

Attachment: CON Sunbelt Asphalt Surfaces, Inc. 1 (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)



UNITED
CONSULTING

January 19, 2024

Addendum #1

Mr. Matthew S. Zaki, P.E., CMF
Public Works, Utility and Parks Director
City of Norcross
345 Lively Avenue
Norcross, Georgia 30071

Via Email: matthew.zaki@norcrossga.net

PROJECT: Report of Pavement Evaluation Summary
Atlantic Blvd From SR 140/ Jimmy Carter Blvd to Holcomb Bridge Rd
Norcross, Georgia
UC Project No. NRCRS-23-GA-008137-01

Dear Mr. Zaki:

United Consulting is pleased to submit this Pavement Evaluation Summary (PES) for the above referenced project. We appreciate the opportunity to assist you with this project and look forward to working with you on future projects. If you have any questions regarding this report, or if we can be of further assistance, please contact us.

Sincerely,

UNITED CONSULTING

Nhan Pham
Staff Engineer

NP/MM/nj

H:\GEOTECHNICAL\REPORTS\2023\NRCRS-23-GA-08137-01 Atlantic Boulevard Pavement Evaluation\Report files



Mehdi Moazzami, Ph.D., P.E.
Senior Geotechnical Engineer

Attachment: CON Sunbelt Asphalt Surfaces, Inc. 1 (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)

Addendum #2
Atlantic Boulevard Resurfacing
ITB PW 25-02

The following clarifications and changes to the ITB are provided based on questions received and must be added/considered when completing your proposal:

CLARIFICATIONS

1. Can the city provide detail on what type of traffic loops they are asking for?
Answer: Red Light Traffic Loops per GDOT specifications
2. Can the city clarify the soil cement specification? Specifically, the spread rate required.
Answer: GDT specifications Spread rate 72
3. The specifications state that AC-20 or AC-30 Bituminous Tack is to be used. GDOT has not used this for many years. Will PG Tack be allowed as an alternate?
Answer: Asphalt tack must meet GDOT specifications.
4. What are the allowable work hours?
Answer: 7 days a week, 24 hours a day if needed.
5. What are the allowable lane closure times?
Answer: Lane closures can vary as long as access to local businesses is unimpacted.
6. Can the road be closed in segments for reconstruction?
Answer: Yes.
7. How will driveways be maintained with a 6 ½" drop off?
Answer: Temporary access using GAB or other means.
8. Will driveways/sideroads be milled to help provide access and transition tie ins of the road surface?
Answer: Asphalt Driveways and sideroads
9. Is the 12/5mm surface layer to be repaved in the gutter to the face of curb?
Answer: Gutter

10. With a 90 Cal Day completion time, will the construction be postponed until the spring 2025 when asphalt paving can be completed per GDOT temperature specs?

Answer: Yes.

11. In the pre-bid it was mentioned using GAB to provide temporary access to the driveways. Asphalt would be a better option. Would the city add a pay item for driveway maintenance, paid for by the ton?

Answer: No

12. To avoid winter weather restrictions and school traffic, will the City change the completion date to July 31st, 2025?

Answer: The completion date will be determined by the construction timeline, which will be decided upon selection of a firm.

13. Is the contractor responsible for FDR mix designs and testing?

Answer: City of Norcross will provide mix designs and testing. Minimum 24-Hour notice for testing.

14. How long should the contractor wait after the FDR process to begin paving?

Answer: Normally 7 Days, however; if a faster turnaround is desired, the amount of cement added should be adjusted to provide faster strength gain. The unconfined compressive of the field cored FDR should be 300 PSI before it can be overlaid with asphalt and subject to traffic.

15. Does the city intend for the new asphalt to be flush with existing curb? If yes, how should the existing driveways be addressed? If the contractor is required to remove & replace will the city add a pay item for this work?

Answer: Asphalt should match Gutter. Existing Elevations Driveways should match new asphalt. Will address driveways if needed during construction.

16. What is the depth of milling for asphalt?

Answer: Refer to Addendum #1: United Consulting Pavement Evaluation

17. Is the contractor responsible for driveway reconstruction?

Answer: Yes.

18. Does the city have preferences or ideas for clearing driveways?

Answer: Refer to question 7.

19. How many days are allotted for airing cement?

Answer: Refer to question 13.

20. Will the contractor be able to work on Saturdays?

Answer: Yes.

21. Who is responsible for testing?

Answer: Refer to question 12

22. What are the specifications for milling?

Answer: Refer to Addendum #1: United Consulting Pavement Evaluation

23. Is this bid for work that may not begin until springtime? If so, how will this affect bids?

Answer: Contractors may include language in their bid submissions about the recommended timeline for work and include contingency based on expected cost increases.

24. Will GAB be placed in driveways temporarily while FDR takes place?

Answer: Yes.

25. Are there specific hours for night work if needed?

Answer: There are no specific hours for night work. Refer to Change #1 of Addendum #2 below.

26. Will a staging area be made available?

Answer: Yes, city staff will coordinate with the selected contractor.

CHANGES

1. On page 12 of the original document (ITB PW 25-02) or on page 15 of Addendum #2:

2.15.2 Work Hours

~~No work shall take place on Saturday or Sunday.~~

There are no specific work hours; however, it is the responsibility of the contractor to communicate proposed work hours to city staff in advance of work.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc.

1410 Sunbelt Way
Auburn, GA 30011

OWNER:

(Name, legal status and address)

City of Norcross - Public Works
345 Lively Avenue
Norcross, GA 30071

BOND AMOUNT: \$ 5%

PROJECT:

(Name, location or address, and Project number, if any) ITB PW 25-02

Atlantic Boulevard Road Resurfacing

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 20th day of September, 2024

Shirley Ann Jenkins
(Witness)

Michael Garcia
(Witness) Michael Garcia

The Scruggs Company d/b/a Sunbelt Asphalt Surfaces, Inc.

(Principal)

(Seal)

By:

(Title) *Div. V.P.*
Western Surety Company
Liberty Mutual Insurance Company

(Surety)

(Seal)

By:

(Title) *Vickie Lacy* Attorney-in-Fact
State of Incorporation: WSC: SD LMIC: MA
Limit of Liability: \$ 5% BA

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Stephanie Moore Harold, Ryan Varela, Ashley Koletar, Melanie Salinas, Joseph R Aulbert, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2024.



WESTERN SURETY COMPANY

Larry Kasten

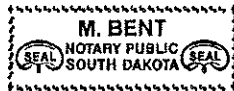
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 11th day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of September, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.enasurety.com > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212371 - 022004

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar, Dylan Young, Heather Noles, Jacob Boots, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Melanie Salinas, Richard Covington, Ryan Varela, Stephanie Moore Harold, Susan Golla, Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of September, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of September, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 1-800-368-3683 or visit us online at www.libertymutual.com

Attachment: CON Sunbelt Asphalt Surfaces, Inc. 1 (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)

References for The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.

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

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

Company Name: Gwinnett County Board of Commissioners

Description of Project: Gwinnett County Major Roads - \$7,376,400.00

Completion Date: 8/01/2024

Contact Person: Ralph Robbins

Telephone: (404) 414-7389 Fax: _____

Email address: Ralph.Robbins@oneatlas.com

Company Name: Gwinnett County Board of Commissioners

Description of Project: Gwinnett County Major Roads - \$5,959,450.00

Completion Date: 10/31/2023

Contact Person: Ralph Robbins

Telephone: (404) 414-7389 Fax: _____

Email address: Ralph.Robbins@oneatlas.com

Company Name: Gwinnett County Board of Commissioners

Description of Project: Gwinnett County Residential District 4 - \$3,056,000.00

Completion Date: 10/31/2023

Contact Person: Ralph Robbins

Telephone: (404) 414-7389 Fax: _____

Email address: Ralph.Robbins@oneatlas.com

References for The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.

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

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

Company Name: Walton County Board of Commissioners
 Description of Project: Patching/Asphalt Paving Various S/D Streets in Walton County
 Completion Date: 10/31/2023
 Contact Person: John Allman
 Telephone: (770)266-1585 Fax: (770)267-1310
 Email address: jallman@co.walton.ga.us

Company Name: Barrow County Board of Commissioners
 Description of Project: Mill/Patch/FDR/Asphalt Pave Various Barrow County Roads
 Completion Date: In Progress
 Contact Person: Jessica Murray Jackson
 Telephone: (678)227-0178 Fax: _____
 Email address: jjackson@barrowga.org

Company Name: Gwinnett County Public Schools
 Description of Project: Mill/FDR/Asphalt Pave Various Gwinnett County School Parking
 Completion Date: 7/15/2023
 Contact Person: Tim Culp
 Telephone: (678)614-8033 Fax: _____
 Email address: Tim.Culp@gcpsk12.org

Attachment: CON Sunbelt Asphalt Surfaces, Inc. 1 (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)

References for The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.

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

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

Company Name: The City of Hoschton - West Broad Street

Description of Project: Mill/FDR/Asphalt Pave @ West Broad Street

Completion Date: In Progress

Contact Person: Jerry Hood

Telephone: (404)245-0500 Fax: _____

Email address: jhood@eminc.biz

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX F

ITB PW 25-02 PACKET CHECKLIST

FIRM NAME: The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.

PROJECT: Atlantic Boulevard Resurfacing ITB PW 25-02

DATE: September 20, 2024

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

-  Packet Checklist (attached to bid package)
-  Two Hard Copies & One Electronic Copy of Bid Package (*including completed appendices and all required forms*)
-  Bid Bond if bid amount is over \$30,000
-  Certificate of Liability Insurance
-  [E-Verify Contractor & SAVE Affidavits](#)
-  Reference Form

Mail or deliver to:
Charlene Marsh
Capital Projects Manager
City of Norcross – Public Works
345 Lively Avenue
Norcross, GA 30071

Attachment: CON Sunbelt Asphalt Surfaces, Inc. 1 (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)



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 THE SCRUGGS COMPANY DBA SUNBELT ASPHALT SURFACE (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? GEORGIA DRIVERS LICENSE 058696707

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, JEREMY N. HEIGL (representative for) THE SCRUGGS COMPANY DBA SUNBELT ASPHALT SURFACES, LLC
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

[Signature] 10.11.24
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11 DAY OF OCT, 2024

Executed in Auburn (City), GA (State)

[Signature]
NOTARY PUBLIC Signature

6/13/24
My Commission Expires





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

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

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

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

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

Project Name: Atlantic Boulevard Resurfacing Date of Project: 2024

Legal Name of Contractor: The Scruggs company DBA Sunbelt Asphalt Surfaces, Inc.

Address: 1410 Sunbelt way City: Auburn State: GA Zip Code: 30811

Federal Work Authorization User Identification Number (E-Verify Number): 140055 (4-digit numeric #)

Date of Authorization: 7/29/08

EXEMPT: YES OR NO ☒ 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: 9/19/24 Printed Name and Title of Authorized Officer/Agent: JASON MULKEY / Div. VP

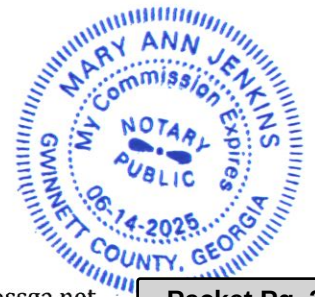
MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19 DAY OF SEP, 2024

Executed in Auburn (City), Georgia (State)

Mary Ann Jenkins
NOTARY PUBLIC Signature

6/14/25
My Commission Expires





E-Verify Subcontractor Affidavit O.C.G.A. § 13-10-91 (b)(3)

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

41699

Federal Work Authorization User Identification Number

3.15.07

Date of Authorization

Peck Pavement Marking LLC

Name of Subcontractor

Atlantic Boulevard Road Resurfacing ITB PW 25-02

Name of Project

City of Norcross

Name of Public Employer

Norcross

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

[Signature]
Signature of Authorized Officer/Agent

9-19-2024
Date

Andy Holland - Estimator
Printed Name and Title of Authorized Officer/Agent

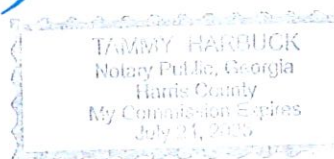
MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19th DAY OF Sept., 2024

Executed in Columbus (City), Georgia (State)

[Signature]
NOTARY PUBLIC Signature

7-24-2025
My Commission Expires





E-Verify Subcontractor Affidavit O.C.G.A. § 13-10-91 (b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Sunbelt Asphalt on behalf of City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2027427

Federal Work Authorization User Identification Number

11-22-2022

Date of Authorization

Riverside Traffic Solutions LLC

Name of Subcontractor

Atlantic Blvd Resurfacing

Name of Project

City of Norcross

Name of Public Employer

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

[Signature]
Signature of Authorized Officer/Agent

9/16/2024
Date

Richie Fox; President
Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16 DAY OF September 2024

Executed in Roopville (City), Georgia (State)

Emily Wallace
NOTARY PUBLIC Signature

05/05/2026
My Commission Expires

Emily Catharine Wallace
NOTARY PUBLIC
Meriwether County, GEORGIA
My Commission Expires 05/05/2026

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Georgia
 COUNTY OF BARROW

Jason Mulkey, being first duly sworn, deposes and says that:

(1) He is Div. VP (Owner, Partner, Officer, Representative, or Agent) of
The Scruggs Company (the "Bidder") that has submitted the attached Bid;

Sunbelt Asphalt Surfaces
 (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Barrow County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid.

[Signature]
 Signature of Authorized Officer or Agent

JASON MULKEY / DIV. VP
 Printed Name and Title of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE
 ME ON THIS THE 19 DAY OF
SEP, 2024.

Mary Ann Jenkins
 Notary Public

[NOTARY SEAL]

My Commission Expires:

6/14/25



advertisement to routinely check the posting on the website for any revisions to this solicitation and addenda issued.

9. It is the responsibility of all firms to read this advertisement in detail and provide all requested information including forms and appendices.
10. Incomplete submittals will be considered non-responsive, thus disqualified. Late submittals will not be accepted.

1.3 BID SUBMISSION GUIDELINES

All questions must be answered. Information given must be clear and comprehensive. The written request should provide background information about the company, its experience with related projects and related clients, and approach to completing this project.

About the Firm:

- a. Name of Bidder The Scruggs Company d.b.a. Sunbelt Asphalt Surfaces, Inc.
- b. Permanent main office address, email address, pertinent contact numbers.
1410 Sunbelt Way, Auburn, Georgia 30011 jmitchell@sunbeltasphalt.com (678)642-1837
- c. How long (years) has your firm been in business under your present name; also, state names and dates of previous firm names, if any; where organized?
SINCE 1965 STATE OF GEORGIA
- d. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate the requirements of this bid document.
- e. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, may be requested by City. *PNC BANK - WE ARE A PUBLICLY TRADED COMPANY - ALL FINANCIAL DATA CAN BE FOUND AT THE NASDAQ UNDER THE TICKER "ROAD"*
 - a) If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. Certified audited statement is preferred. Internal statements may be attached only if independent statements are not prepared.

Experience:

- f. Attach a list of 3-5 similar projects completed in the last 5 five years.
PLEASE SEE ATTACHMENT "A"
- g. Contracts on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).
PLEASE SEE ATTACHMENT "B"
- h. General character of work performed by your company.
Soil Cement/GAB/Asphalt Paving

- i. Have you ever failed to complete any work awarded to you, if so, where, and why? **No**
- j. Have you ever defaulted on a Contract, if so, where, and why? **No**
- k. Have you ever failed to complete a project in the time allotment according to the Contract documents, if so, where, and why? **No**
- l. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed. **See Attached**
- m. How long do you warrant a project? **One(1) Year From Completion**
- n. Does your professional liability insurance coverage extend past the completion date and warrant of any project? If yes, for how long?
Yes. Extends to End of Policy term
Approach:
- o. Implementation plan and timeline
- p. List your major equipment available for this contract.
Please see Attachment "C"
- q. List any subcontractors whom you would expect to use for the contract.
Peek Pavement Marking, LLC Riverside Traffic Solutions, LLC

1.4 **SCHEDULE OF EVENTS**

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

1.5 **COMMUNICATIONS WITH STAFF**

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

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

2.0 **REQUIREMENT**

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

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

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

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

(E)
↓

(F)
↓

(G)
↓

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

(A)	(B)	(C)	(D)	(E)	(F)	(G)
*NAME AND ADDRESS OF CONTRACTING AGENCY ENGINEER IN CHARGE *Address must be adequate to assure reply to inquiry and verification. Failure to receive reply will delay processing.	NAME, LOCATION AND KIND OF WORK (If Highway construction give Project Number and County)	NAME OF PRIME CONTRACTOR (If you are a subcontractor)	CONTRACT AMOUNT (If subcontractor indicate subcontracted amount)	WAS CONTRACT COMPLETED ON TIME (If "NO" explain under Number 12A)	WERE THERE PENALTIES IMPOSED? (If "YES" give amount and explain under Number 12A)	WERE THERE LIENS, CLAIMS, OR STOP NOTICES FILED? (If "YES" explain under Number 12A)
Reeves Young, LLC 45 Peachtree Industrial Blvd NW STE 200 Sugar Hill, GA 30518	Braselton Crossroads Install GAB, pave parking lot, decel lane, mill and overlay braselton Hwy	Reeves Young, LLC	\$1,276,780.80	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Atlas 2450 Commerce Ave. Duluth, GA 30096	Gwinnett County BL048-22. Mill and variable and full deptch patching. Overlay existing roads, crack filling, traffic control, shoulder construction. striping and signs	Sunbelt Asphalt	\$3,056,600	☐ Yes ☐ No ☒ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
City of Lawrenceville 70 S. Clayton St. Lawrenceville, GA 30046	SB016-22. Mill and variable and full deptch patching. Overlay existing roads, crack filling, traffic control, shoulder construction.	Sunbelt Asphalt	\$1,267,258.65	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No

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

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

(E)
↓

(F)
↓

(G)
↓

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

(A)	(B)	(C)	(D)	(E)	(F)	(G)
*NAME AND ADDRESS OF CONTRACTING AGENCY ENGINEER IN CHARGE *Address must be adequate to assure reply to inquiry and verification. Failure to receive reply will delay processing.	NAME, LOCATION AND KIND OF WORK (If Highway construction give Project Number and County)	NAME OF PRIME CONTRACTOR (If you are a subcontractor)	CONTRACT AMOUNT (If subcontractor indicate subcontracted amount)	WAS CONTRACT COMPLETED ON TIME (If "NO" explain under Number 12A)	WERE THERE PENALTIES IMPOSED? (If "YES" give amount and explain under Number 12A)	WERE THERE LIENS, CLAIMS, OR STOP NOTICES FILED? (If "YES" explain under Number 12A)
Young Contracting 8215 Roswell Rd Blding 400 Atlanta, GA 30350	Publix Gateway Crossing Install GAB, pave parking lot, decel lane, mill and overlay county road. Soil cement using gray bulk	Young Contracting	\$1,075,199.87	☐ Yes ☐ No ☒ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
EMI Engineering Management 303 Swanson Dr. Lawrenceville, GA 30043	City of Hoschton 2021 LMIG. Mill variable and full deptch patching. Overlay existing road, crack filling, traffic control, shoulder construction. striping and signs	Sunbelt Asphalt	\$231,836.47	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Veneklasen Construction 5000 Kendrick St SE. Grand Rapids. MI 49512	Fed-ex Fright Buford Install GAB, pave parking lot, decel lane, mill and overlay county road.	Veneklasen Construction	\$1,195,182.18	☐ Yes ☐ No ☒ In Progress	☐ Yes ☒ No	☐ Yes ☒ No

	striping and signs					
City of Flowery Branch 5410 West Pine St. Flowery Branch, GA 30542	CIP 2021-001. Mill and variable and full depth patching. Overlay existing roads, crack filling, traffic control, shoulder construction. striping and signs	Sunbelt Asphalt	\$1,071,253.05	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
BM&K PO BOX 878. Braselton, GA 30517	RFB 2021 LMIG. Mill and variable and full depth patching. Overlay existing roads, crack filling, traffic control, shoulder construction. striping and signs	Sunbelt Asphalt	\$837,703.81	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Rosewood Development Company 513 Plantation Park Dr. Loganville, GA 30052	Lake Varner Subdivision. Install GAB and Pave Subdivision streets	Sunbelt Asphalt	\$657,777.35	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
BVB Construction 406 43rd St. W STE E Bradenton, FL 34209	Wildwood HS Track Install GAB, pave and install Concrete curb and drain channels	BVB Construction	\$795,842	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Riverside Development 290 Constitution Blvd. Lawrenceville, GA 30046	Estates at Brushy Forks Install GAB and Pave Subdivision streets and decel lane	Sunbelt Asphalt	\$511,080.40	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No

Arco Design/ Build LLC 80 Interstate N Pkwy. STE 210 Atlanta, GA 30339	Braselton Business Center Install GAB, pave parking lot, decel lane, Soil cement using gray bulk Soil cement using gray bulk	Arco Design/ Build LLC	\$2,990,701	☐ Yes ☐ No ☒ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Parrish Construction Group, Inc 2300 Lakeview Pkwy. STE 200 Alpharetta GA 30009	Peach County HS Asphalt Milling, GAB and Asphalt installation Install Curb and drain system	Parrish Construction Group, Inc	\$708,753	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Arco Design/ Build LLC 380 Interstate N Pkwy. STE 210 Atlanta, GA 30339	Sugar Hill Distribution. Install GAB, pave parking lot, decel lane, Install Curb and Gutter	Arco Design/ Build LLC	\$1,284,894	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Precision Turf 669 Bufor Hwy. Sugar Hill, GA 30518	North Hall HS Install GAB, pave and install Concrete curb and drain channels	Precision Turf	\$432,507	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Georgian Acres Properties, LLC 390 Brogdan Rd Suwanee, GA 30518	Bryant Meadows Install GAB and Pave Subdivision streets and decel lane	Riverside Development	\$403,442	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No

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

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

(E)

(F)

(G)

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

(A)	(B)	(C)	(D)	(E)	(F)	(G)
*NAME AND ADDRESS OF CONTRACTING AGENCY ENGINEER IN CHARGE *Address must be adequate to assure reply to inquiry and verification. Failure to receive reply will delay processing.	NAME, LOCATION AND KIND OF WORK (If Highway construction give Project Number and County)	NAME OF PRIME CONTRACTOR (If you are a subcontractor)	CONTRACT AMOUNT (If subcontractor indicate subcontracted amount)	WAS CONTRACT COMPLETED ON TIME (If "NO" explain under Number 12A)	WERE THERE PENALTIES IMPOSED? (If "YES" give amount and explain under Number 12A)	WERE THERE LIENS, CLAIMS, OR STOP NOTICES FILED? (If "YES" explain under Number 12A)
Choate Construction 8200 Roberts Dr. STE 600 Atlanta, GA 30350	Stone Mtn. Toyota 218 Ross Cr. Lilburn, GA 30047 Base, paving parking /decel lane	Choate Construction	1,700,000	☐ Yes ☐ No ☒ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
A.L Grading 100 Peachtree Ind. Blvd Sugar Hill, GA 30078	CDC Parking lot 1600 Clifton Rd. Atlanta, GA 30329 Base, paving parking/decel lane	A.L. Grading	847,628	☐ Yes ☐ No ☒ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Rivermoore Partners 4411 Suwanee Dam Rd #425 Suwanee, GA 30024	Maddox rd Sub. Buford, GA Milling, paving sub rds.	Rivermoore Partners	443,000	☐ Yes ☐ No ☒ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Rivermoore Partners 4411 Suwanee Dam Rd #425 Suwanee, GA 30024	Baylee Preserve Sub Dacula, GA Asphalt street paving	Rivermoore Partners	270,000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Arco design/Build , LLC 380 Interstae N.Parkway Ste 210 Atlanta, GA 30339	Restaurant Dept 115 Commerce Exchange Dr. Commerce, GA 30529 paving parking/decel lane, curb & Gutter	Arco Design/Build	1,001,139	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No

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

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

(E)
↓(F)
↓(G)
↓

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

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J.G. Leone Enterprises PO BOX 4698 Canton, GA 30114	Barrow County parkway ext. Park 53 Ind. Winder, GA 30680 Asphalt St Paving	J.G. Leone Enterprises	132,000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
A.L. Grading 110 Peachtree Ind. Blvd Sugar Hill, GA 30078	Lawrenceville Southlawn 50 S. Clayton St Lawrenceville, GA 3045 milling, asphalt road/parking lot	A.L. Grading	603,000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Carroll Daniel Const. 330 Main St. SW Gainesville, GA 30078	Fox Factory 2513 W. Park DR Gainesville, GA milling paving road/parking	Carroll Daniel Const.	1,256,577	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Evergree Construction 3200 Cobb Galleria Pkwy #240 Atlanta, GA 30339	McNair MS 2190 Wallingford Dr Decatur, GA 30032 Paving track/parking lot	EverGreen Construction	579,000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Stonecreek Project, LLC PO BOX 1326 Lawrenceville, GA 30046	Stoncreek Sub Monroe, GA Soil Cement/Sub street paving	Stonecreek Project, LLC	936,000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No

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

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Rivermoore Partners 441 Suwanee Dam RD #425 Suwanee, GA 30024	Noble Village Sub. Lilburn, GA Road paving/curb&Gutter	Rivermoore Partners	270,000	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Jasper Couty Schools 1411 College St Monticello, GA 31064	Jasper County Athletic tennis paving/color	Jasper County Schools	772,003	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Pattillo Construction 2600 Century Pkwy STE 100 Atlanta, GA 30345	Hart County Spec Building 2052 Knox Bridge crossing rd. Hartwell, GA 30501 paving parking/decel lane	Pattillo Construction	387,971.54	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
WDS Construction 100 Tower Dr Beaver Dam, WI 53916	Lidl Grocery 3520 Sugarloaf Pkwy Lawrenceville, GA 30044 soil cement, parking/decel paving, curb&gutter	WDS Construction	442,136.09	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Pattillo Construction 2600 Century Pkwy STE 100 Atlanta, GA 30345	Project Blackberry McEver Rd, Buford parking/road paving	Pattillo Construction	600,486.51	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No

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

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A.L Grading 110 Peachtree Ind Blvd Sugar Hill, GA 30501	Hamilton preserve 4278 Braselton Hwy Hoshton, GA 30548 decel/street/overlay paving	A.L Grading	347,727.25	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
Charles Black Construction 1955 us-129S Cleveland, GA 30528	Buford HS 2455 Buford Hwy Buford, GA 30518 parking/decel/overla y paving. curb&gutter	Charles Black Construction	3,701,874.55	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
City of Sugarhill 5039 West Broad St Sugar Hill, GA 30518	Sugar Hill RD Improvements 18- 001 Multiple rds Milling, street paving, Striping /shoulder work	City of Sugarhill	1,264,963.26	☒ Yes ☐ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No
City of Sugarhill 300 North Broad St. Winder, GA 30680	Barrow county rd improvements SR049/SR054 Milling, road paving,stripping , shoulder work	City of Sugarhill	2,571,704.13	☐ Yes ☒ No ☐ In Progress	☐ Yes ☒ No	☐ Yes ☒ No

JOB TYPE	JOB #	JOB NAME and MAP	Completion date	CONTRACT AMOUNT	CONTRACTOR
Commercial	22-0144	Grayson Village/Grayson Towncenter	2024	\$ 463,781.80	Century Homes
Residential	21-0340	Fox Creek Subdivision Phase I	2024	\$ 497,008.82	Old Norcross Investments
Residential	22-0175	The Oaks @ Lakeview	2024	\$ 594,059.65	Steve Hill
Residential	23-0242	Annsbury Park Subdivision	2024	\$ 744,165.55	Coffman Grading
Residential	23-6789	VP Milton Phase II	2024	\$ 168,675.20	A L Grading
Commercial	21-0360	Logan Point Townhomes	2024	\$ 192,460.90	Century Homes
Residential	23-1998	Heights at Sawnee Village	2024	\$ 410,044.80	WSE Development
Commercial	21-0282	Claret Village	2024	\$ 1,626,634.11	Cambridge
Commercial	20-0343	Porches @ Mobley Lake	2024	\$ 359,272.00	Odyssey Development
Commercial	22-0122	Sawnee Village Phase I	2024	\$ 1,284,167.68	AL Grading
Commercial	23-0001	Bethlehem Church Main Campus	2024	\$ 2,459,496.79	Van Winkle
Commercial	23-8765	Rowen Drowning Creek Asphalt Demo	2024	\$ 120,000.00	Reeves + Young
Commercial	22-0016	NGHS - Bethlehem MOB	2024	\$ 968,889.35	Freese Johnson
Commercial	22-0190	Sweetgum Road Townhomes	2024	\$ 268,500.10	Expo Homes, LLC
Commercial	23-2023	Georgia Power Phase 2	2024	\$ 352,104.00	F.M. Kitchens
Commercial	23-3722	Ace Hardware	2024	\$ 401,603.95	Young Contracting
Commercial	24-0027	Accent Springs Infrastructure/ Hwy 81	2024	\$ 353,243.50	Westplan Investors
Commercial	23-2121	Aspen Heights (UGA)	2025	\$ 1,385,684.40	Cambridge Builders
Residential	23-5555	Beacon @ Old Peachtree Unit 3	2024	\$ 759,889.60	Coffman Grading
Residential	22-0042	Brackley/Mashburn S/D	2024	\$ 106,640.55	Providence Group
Commercial	22-0154	Fern Park Townhomes	2024	\$ 487,938.40	Steve Hill
Commercial	23-3749	Galilee Church Road	2024	\$ 170,000.00	Sugarloaf International, LLC
Commercial	24-0035	Harbins @ West Drowning Creek Decel	2024	\$ 110,970.30	F.M. Kitchens
Residential	23-3356	Hickory Grove S/D	2024	\$ 563,832.25	Stanley Martin Homes
Residential	22-0143	Hidden Fields S/D	2024	\$ 698,039.00	Steve Hill
Residential	24-0013	John's Creek Neighborhood Roads	2024	\$ 1,515,715.63	John's Creek Purchasing Department
Residential	23-9918	Madison Oaks Subdivision	2024	\$ 1,250,346.75	SKH Enterprises, LLC
Residential	23-3748	McGinnis Ferry GMP Project	2024	\$ 739,955.00	New South Construction
Residential	22-0272	Parkstone ROW	2024	\$ 156,962.00	SKH Enterprises, LLC
Commercial	23-1163	Riverbrook Marketplace	2024	\$ 855,777.85	F.M. Kitchens
Residential	22-0294	Riverside Ridge Subdivision	2024	\$ 705,802.70	Coffman Grading
Commercial	23-0003	Sawnee Village East Phase I & II	2025	\$ 542,226.00	AL Grading
Commercial	23-3746	SK Battery	2024	\$ 893,899.50	SK Engineering
Commercial	23-2004	Springhill Suites	2024	\$ 175,322.40	F.M. Kitchens Construction
Residential	22-0120	Sugar Hill Apartments PH 2	2024	\$ 534,149.25	Cambridge Builders
Residential	23-9090	Towns @ Enclave	2024	\$ 81,392.00	McKinley Homes
Residential	24-1071	River Pointe Monroe	2024	\$ 1,713,063.10	A.L. Grading
Residential	New	Waterside Lanier	2024	\$ 798,799.35	A.L. Grading
Residential	New	East Midland Avenue	2025	\$ 344,854.80	A.L. Grading

[illegible]

LIST ONLY THE EQUIPMENT OWNED BY YOUR FIRM

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

MAJOR ITEMS USED IN OPERATION OF BUSINESS

This list should include items used exclusively for the construction and improvement of roads, bridges, hydraulic embankments and rights-of-way. Attach additional sheets if necessary.  SEE NOTE BELOW

QUANTITY	DESCRIPTION & CAPACITY OF ITEMS	AGE OF ITEMS	PURCHASE PRICE	DEPRECIATION CHARGE OFF	BOOK VALUE
5	Pavers (Please see attached)		\$653,317.89	\$228,155.02	\$425,162.87
17	Rollers (please see attached)		\$911,626.34	\$656,603.72	\$286,022.62
11	Motorgraders, loaders (see attached)		\$1,029,695.07	\$478,062.90	\$551,632.17
6	Concrete Equipment (see attached)		\$818,132.26	\$202,207.96	\$615,924.30
7	Milling and Soil Reclamation (see attached)		\$578,146.70	\$302,915.04	\$275,231.66
33	Distributors, Plant , And Suppot equipment (see attached)		\$1,181,535.12	\$745,359.74	\$432,175.38
TOTAL \$					\$2,586,149

 **NOTE:** All Fixed Assets must be summarized at Book Value and show the depreciation charge-off for the items listed.

Enter the total on the TOTAL \$ line on this page and line I of the balance sheet ; page six of the Contractors' Financial Statement, DOT Form 477.

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	LeeBoy 8520	2 Years	115,000.00	4,791.67	110,208.33
1	Road Tec 195	14 Years	84,800.00	33,213.33	51,586.67
1	Road Tec 150	18 Years	104,288.60	104,288.60	0.00
1	2019 LeeBoy Paver 8520 #6257	3 Years	164,975.29	53,616.97	111,358.32
1	2020 LeeBoy 8530 #5712	2 Years	184,254.00	32,244.45	152,009.55
			653,317.89	228,155.02	425,162.87

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2021 Dynapac 2500D #2041	1 Year	120,391.16	18,058.67	102,332.49
1	SAKAI SV540D BASE ROLLER	6 Years	108,317.27	108,317.27	0.00
1	2017 Sakai Roller #30220	6 Years	38,604.53	28,953.41	9,651.12
1	2013 Sakai Roller #30155	5 Years	86,557.65	32,459.14	54,098.51
1	118 HAMM #1549	12 Years	36,273.00	36,273.00	0.00
1	119 HAMM #0560	12 Years	49,327.00	49,327.00	0.00
1	71 2007 DYNAPAC CA 150D COMPACTOR #	16 Years	68,888.74	68,888.74	0.00
1	72 2007 ROSCO TRUPAC #49204	16 Years	50,387.07	50,387.07	0.00
1	74 HAMM HD70 #30608	13 Years	63,388.00	63,388.00	0.00
1	58 2007 DYNAPAC CC142 60213596	16 Years	32,977.30	32,977.30	0.00
1	129 2008 SAKAI SV400D	15 Years	35,082.99	35,082.99	0.00
1	134 '14 LEEBOY 420 #7583	7 Years	26,322.00	26,322.00	0.00
1	135 '14 SAKAI SW-320 #40303	7 Years	34,133.00	34,133.00	0.00
1	DYNAPAC Roller#88482	1 Year	96,941.63	807.85	96,133.78
1	Sakai roller	15 Years	10,000.00	10,000.00	0.00
1	51 '03 VIBROMAX #2909	20 Years	21,935.00	19,528.28	2,406.72
1	2005 LeeBoy 420 Roller #44099	18 Years	32,100.00	10,700.00	21,400.00
			911,626.34	625,603.72	286,022.62

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2020 Leeboy Motor Grader #9231	1 Year	144,912.39	6,038.02	138,874.37
1	2017 LEEBOY 685C GRADER	6 Years	136,284.57	136,284.57	0.00
1	61 2003 VOLVO G710VHP #33846X	20 Years	45,000.00	45,000.00	0.00
1	52 '05 JD 670CH #1928	18 Years	78,750.00	71,904.58	6,845.42
1	53 '05 JD RD688S #1601	18 Years	63,000.00	57,170.17	5,829.83
1	CAT Track Loader #3271	5 Years	71,180.53	42,753.87	28,426.66
1	CAT Track Loader #3537	5 Years	78,110.40	46,916.23	31,194.17
1	289D3 Cat Loader #2374	3 Years	80,446.88	20,782.11	59,664.77
1	246D3 Cat Skid Steer #0540	3 Years	56,938.98	14,709.24	42,229.74
1	Track Loader and Skid Steer Loader#96	1 Year	177,727.00	0.00	177,727.00
1	2017 Mecalac Excavator	5 Years	97,344.32	36,504.11	60,840.21
			1,029,695.07	478,062.90	551,632.17

<u>Quantity</u>	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2014 Pneumatic Bulk Trailer	9 Years	31,320.03	9,396.01	21,924.02
1	Portable Cement Silo	18 Years	25,000.00	7,500.00	17,500.00
1	2019 Cementech	4 Years	30,257.27	17,650.07	12,607.20
1	2020 Concrete Truck	3 Years	221,701.05	64,662.82	157,038.23
1	2020 Concrete Truck	3 Years	221,169.68	64,507.83	156,661.85
1	2022 Freighliner & Cementech	1 Year	288,684.23	38,491.23	250,193.00
			818,132.26	202,207.96	615,924.30

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2005 WIRTGEN W2000 #0670	17 Years	100,100.00	76,609.87	23,490.13
1	2018 BOMAG Milling Machine #1027	5 Years	286,500.00	62,075.00	224,425.00
1	4' FLATLINER	8 Years	54,341.12	41,878.89	12,462.23
1	Cold Planner PC306	2 Years	21,738.00	6,883.70	14,854.30
1	2006 Bomag MPH362R-2	17 Years	31,153.83	31,153.83	0.00
1	MPH 100 BOMAG RECYCLER	27 Years	49,900.00	49,900.00	0.00
1	MPH 100 BOMAG RUBBER TIRE RECYCLER	25 Years	34,413.75	34,413.75	0.00
			578,146.70	302,915.04	275,231.66

Quantity	Description and Capacity of Items	Age of Item	Purchase Price	Depreciation	Book Value
1	2021 Rosco Distributor #6226	1 year	97,868.89	7,786.89	90,082.00
1	Leeboy Tack Distributor	6 Years	14,873.00	14,873.00	0.00
1	30 LEEBOY L500T #44290	16 Years	3,471.94	3,471.94	0.00
1	143 2015 LAYMOR BROOM #36412	8 Years	20,811.50	20,811.50	0.00
1	2016 Rosco Sweep Pro Broom S/N 21051	7 Years	35,310.00	1,765.50	33,544.50
1	Cat Broom #1399	5 Years	6,678.00	5,787.60	890.40
1	KOBELCO EXCAVATOR	20 Years	28,000.00	21,429.33	6,570.67
1	Kawasaki Loader s/n 5042	6 Years	219,087.85	114,703.89	104,383.96
1	2011 Telehandler	14 Years	25,000.00	25,000.00	0.00
1	LinkBelt 290LX #3221340	20 Years	37,000.00	1,850.00	35,150.00
1	133 CAT 926E 8543	20 Years	28,417.50	28,417.50	0.00
1	2018 Marotta Matteo 3500 Gal Water Tank	5 Years	10,693.31	10,336.86	356.45
1	2004 MACK #9884	19 Years	22,000.00	22,000.00	0.00
1	145 1980 GROVE CRANE TR48MC	43 Years	11,101.00	11,101.00	0.00
1	41 ASTEC NOMINAL 8 X 32 DRYER	6 Years	40,561.00	40,561.00	0.00
1	42 ASTEC SPLIT LEVEL CONTROL HOUSE	6 Years	78,418.00	78,418.00	0.00
1	43 30,000 GALLON HORIZONTAL TANK	6 Years	51,377.00	51,377.00	0.00
1	ASTEC PORTABLE CRUSHING	20 Years	45,000.00	37,080.00	7,920.00
1	SILO	6 Years	19,400.00	15,468.27	3,931.73
1	123 (3) ASPHALT PLANT	6 Years	96,862.50	96,862.50	0.00
1	FIVE BIN COLD FEED SYSTEM	6 Years	90,000.00	52,500.00	37,500.00
1	2015 Powerscreen	2 Years	117,700.00	6,808.33	110,891.67
1	31 FUEL TANKS	14 Years	2,860.00	2,860.00	0.00
1	Cummins 250QAB-919 #7938	5 Years	19,080.00	18,126.00	954.00
1	21 2000 GALLON DIESEL	16 Years	9.81	9.81	0.00
1	23 HOBART STICK WELDER	16 Years	258.17	258.17	0.00
1	24 JAVELIN LASER SN#2019	16 Years	1,423.70	1,423.70	0.00
1	25 SPRAY EQUIPMENT	16 Years	2,530.71	2,530.71	0.00
1	27 BOBCAT ATTACHMENTS	16 Years	1,002.24	1,002.24	0.00
1	50 TRAIL BOSS TRAILER #2021	16 Years	33,697.00	33,697.00	0.00
1	67 TAR STORAGE TANK	14 Years	6,500.00	6,500.00	0.00
1	78 1/4 STATIONARY LIFTS	12 Years	4,000.00	4,000.00	0.00

1	79 3/4 MOBILE LIFTS	12 Years	10,542.00	10,542.00	0.00
			1,181,535.12	749,359.74	432,175.38

APPENDIX B – COMPENSATION FOR ATLANTIC BOULEVARD ROAD RESURFACING

Attachment: CON Sunbelt Asphalt Surfaces, Inc. 1 (24-7152 : Award of Contract for Atlantic Boulevard Road Resurfacing)

Bid Schedule					
Pay Item	Description	Units	Quantity	Unit Cost	Total Cost
	Atlantic Blvd				
1	Full Depth Milling (L=4037 FT and 38 FT wide)	SY	19250	\$4.00	\$77,000.00
2	10 Inch Cement Stabilization	SY	19250	\$8.45	\$162,662.50
3	25 mm Superpave	Ton	3250	\$120.00	\$390,000.00
4	19 mm Superpave	Ton	2200	\$122.50	\$269,500.00
5	12.5 mm superpave	Ton	1700	\$125.00	\$212,500.00
6	Asphalt Tack	Gal	2000	\$3.50	\$7,000.00
7	Thermoplastic Striping	LS	1	\$22,000.00	\$22,000.00
8	Manhole and Water Valve Adjustments Concrete Collars	LS	1	\$25,000.00	\$25,000.00
9	Traffic Control	LS	1	\$6,000.00	\$6,000.00
10	Loops	Each	4	\$3,300.00	\$13,200.00
11	Mobilization	LS	1	\$9,337.50	\$9,337.50
BID TOTAL:				\$ 1,194,200.00	



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

City of Norcross

Legislation Details (With Details)

File #:	24-7153	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Policy Work Session
Title:	Award of Contract for Johnson Dean Preserve Improvements		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Award of Contract for Johnson Dean Preserve Improvements](#)
2. [Johnson Dean Preserve RFP Packet](#)
3. [Addendum 1 RFP PW 25-01](#)
4. [Addendum 2 RFP PW 25-01](#)
5. [Concept Project Highlights, J. Dean](#)
6. [CON Willow Construction Contract](#)
7. [Johnson Dean Sign and Quotes](#)

Title

Award of Contract for Johnson Dean Preserve Improvements

Drafter

Len Housley

Motion

A motion to Reject the submitted proposals and allow Public Works to provide a phased approach at the November Policy Work Session.



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

Agenda Report

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: November 4, 2024 – Regular Council Meeting

Item No.: 24- 7153

Title: Award of Contract for Johnson Dean Preserve Improvements

CC: Eric Johnson, City Manager

Recommendation

Due to costs, reject proposals and allow project rescoping in phases to align with approved capital project funding.

Background

On 3 April 2023, Council approved \$300,499 for the creation of a capital project for improvements to Johnson Dean from 2017 SPLOST.

During the 21 Oct 2024 Policy Work Session, Council expressed concerns with both project costs and scope.

The Department of Public Works issued a Request for Proposals (RFPs) for the construction of improvements at Johnson Dean Preserve. The work included cost proposals for Base construction, Option 1 for lighting, and Option 2 for a pavilion and bathroom.

- Base proposal provides: Demolition; Installation of underground utilities (water, sewer, electric); concrete driveway; paver handicapped parking; gravel pave permeable parking with curb; 5' sidewalk; rebuilding retaining wall with Gravity Redi Rock and galvanized railing; drainage improvements; bioswales and ornamental landscaping.
- Option 1 provides site lighting (work not included in Base-would need additional funding)
- Option 2 provides pavilion and restroom (work not included in Base-would need additional funding)



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

Three total proposals were received. The proposals were evaluated and scored by a team consisting of staff from the Public Works Department and a representative from the Tree Preservation Board. The evaluations were conducted based on the following criteria from the RFP:

- Experience and Qualifications – 50 Points
- References – 15 Points
- Compliance with Submission Guidelines – 5 Points

Following the committee's evaluation of the proposals, weights were allocated to each firm based on the price submission (30 points). Final scores were calculated based on a combination of the composite scores (experience and qualifications, references, and compliance with submission guidelines). Willow Construction, Inc. had the highest total score. The chart below details the composite scores and the final scores incorporating the cost proposals for base work (no add-ons).

FIRM	COMPOSITE SCORES	COST PROPOSAL	COST PROPOSAL SCORE	TOTAL SCORE
Complete Site	53.4	\$616,576.00	20.88	74.28
Professionally Engineered Structures	61.3	\$742,943.00	17.33	78.63
Willow Construction	58.4	\$429,200.00	30	88.4

Cost Proposal for adding Options 1 & 2:

FIRM	OPTION 1	OPTION 2
A	\$26,190.80	\$438,900.00
B	\$6,488.00	\$240,319.00
C	\$25,000.00	\$260,500.00

Financial Impact

\$429,200.00 (SPLOST) for Base award with no Options 1 or 2.

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

1. Continues to define Norcross' sense of place



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

Next Steps

Request the Mayor and Council reject proposals and allow Public Works to provide phased approach at the 18 November 2024 Policy Work Session.

Attachments

- Johnson Dean Preserve RFP Packet
- Addendum 1 RFP PW 25-01
- Addendum 2 RFP PW 25-01
- Concept Project Highlights, J. Dean
- CON Willow Construction Contract
- Johnson Dean Sign and Quotes

Update



City of Norcross
Department of Public Works

REQUEST FOR PROPOSALS
JOHNSON DEAN PRESERVE
RFP PW 25-01

JOHNSON DEAN PRESERVE

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SAVE Affidavit

E-Verify Contractor Affidavit

City of Norcross

Department of Public Works

REQUEST FOR PROPOSALS JOHNSON DEAN PRESERVE RFP PW 25-01

The City of Norcross is soliciting competitive proposals from qualified vendors for the construction of improvements at the Johnson Dean Preserve. The Work includes but is not limited to the construction of a new driveway, pavilion/restroom building, parking lot, concrete paving, drainage improvements, utility improvements, retaining wall, fencing, electrical improvements, bioswales and ornamental landscaping.

INSTRUCTIONS

The proposal package should be clearly marked “**RFP PW 25-01 – JOHNSON DEAN PARK**” on its face and submitted by **September 20, 2024, at 11:00 a.m.** to the address below. Please submit two printed copies and one electronic copy (USB) of your RFP package to:

Charlene Marsh
Capital Projects Manager
City of Norcross – PWUP Department
345 Lively Avenue
Norcross, GA 30071

Both printed and electronic copies must contain the same information. Clearly mark name and address on the proposal packet.

Please submit questions/requests via **e-mail only** to the Capital Projects Manager at procurement@norcrossga.net by **5:00 p.m. on September 6, 2024.**

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

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

We appreciate your interest in the City of Norcross!

RFP/RFQ CHECKLIST

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

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

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

1.0 **INTRODUCTION**

The City of Norcross is soliciting sealed competitive proposals from qualified contractors for the construction of improvements at Johnson Dean Preserve.

PROJECT SCOPE

Location address:

145 N. Barton Street
Norcross GA 30071

Description

Mobilization/Demobilization

Includes establishing job site, construction entrance, silt fencing, and tree fencing based on ESC plans for the duration of the job and mobilization and restoration after the project.

Park Improvement Installation

Installation of site improvements to include: construction of a new driveway, parking lot, concrete paving, drainage improvements, utility improvements, retaining wall, fencing, electrical improvements, bioswales and ornamental landscaping. Parking lot lighting and a kit pavilion/restroom buildings will be an add alternative for the project work.

Refer to Appendix D: Construction Plan Set and Appendix E: Technical Specifications for more information.

1.1 **SCHEDULE OF EVENTS**

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

1.2 **RESTRICTIONS ON COMMUNICATIONS WITH STAFF**

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

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

1.3 **PROPOSAL SUBMISSION INSTRUCTIONS**

1. **Introduction** – Establishing basic information.
 - a. **Cover Letter** – Indicating interest and identifying a point of contact
 - i. Please include name, title, email address, phone number, etc.

- b. Firm Information** – Including office locations, size, etc.
 - c. Organizational Chart** – Showing team structure and personnel
- 2. Experience & Qualifications** – Showing proof of understanding and ability to perform scope of work
- a. Resumes** – Resumes for key personnel
 - b. Portfolio** of 3-5 past work completed (or in progress) of similar scope and certifications if applicable
 - c. Project plan** – including implementation plan and timeline
- 3. References** – Three (3) references for previous or current projects are required. Please use attached reference form.

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

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

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

- 4. Cost Proposal** – In a separate envelope, include the cost proposal form found in Appendix E.

1.4 EVALUATION CRITERIA

The proposal evaluation will be made on the following criteria:

Evaluation Criteria	Max Score
Experience & Qualifications	50
Cost Proposal	30
References	15
Compliance with submission guidelines	5
Total	100

The City reserves the right to interview top-scoring firms.

2.0 GENERAL CONDITIONS

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

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

2.1 QUALIFICATIONS

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

2.2 GUARANTEE TO ACCOMPANY PROPOSAL

- 2.2.1** If the cost proposal amount is greater than \$30,000.00, then proposal must be accompanied by an acceptable bid bond in an amount not less than five percent (5%) of the cost amount per section. Failure to submit a bid bond will be a cause for rejection.

2.3 JOINT VENTURES

- 2.3.1** Joint Ventures between two contractors will not be allowed. The General Contractor shall be required to perform all aspects of this projects and will not be allowed to sub-contract these items.

2.4 AUTHORITY TO SIGN

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

2.5 RIGHTS RESERVED

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

2.6 AWARD OF CONTRACT

- 2.6.1** The contract will be awarded to the most qualified vendor whose proposal will provide the best value and be the most advantageous to the City, experience, technical considerations, cost, and other factors considered. The City is to make the determination.
- 2.6.2** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. A Proposer's failure to demonstrate the ability to proceed as required may result in contract cancellation.
- 2.6.3** The City of Norcross reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.
- 2.6.4** The City reserves the option to negotiate terms, conditions, and pricing with the most responsive, responsible and lowest proposer at its discretion.
- 2.6.5** Prior to award of the Contract, the successful Proposer will be required to submit a schedule to the City, demonstrating the Proposer's ability to commence and proceed in a timely manner. Due to time constraints on this contract, it is mandatory that the work be performed simultaneously and immediately. A proposer's failure to demonstrate the ability to proceed as

required may result in contract cancellation, as deemed in the City's best interest.

- 2.6.6** Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, contract cancellation, re-advertising of any and/or all these contracts.
- 2.6.7** Prior to execution of a contract, if the contract amount is greater than \$30,000.00, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount per section, must be provided by the successful proposer by a surety company qualified to do business in the State of Georgia with an AM Best rating of B+ or higher and satisfactory to the City of Norcross. Bonds given shall meet the requirements as listed in this RFP.

2.7 PRODUCTION REQUIREMENTS

- 2.7.1** Time is of the utmost importance for this project. The successful proposer will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the RFP within 5 months from the Notice to Proceed.

2.8 PRICES AND INVOICING PROGRESS PAYMENTS AND RETAINAGE

- 2.8.1** Payment shall be provided based on the cost schedule provided in proposer's response. Proposer shall submit an invoice with NET 30-day payment terms for services performed for the City of Norcross under the terms of the executed contract. The invoice shall be directed to the Parks Superintendent, Michael Jones, via email at Michael.jones@norcrossga.net.
- 2.8.2** The invoice shall contain a complete itemization of services as broken out according to a mutually acceptable schedule of values. The total amount due, invoice number, invoice date, the designated project number, if applicable, and the City of Norcross' Purchase Order Number. After work has commenced, progress payments shall be made monthly, based on the value of work completed as provided in the contract documents, plus the value of materials and equipment suitably stored, insured, and protected at the site(s), less retainage.
- 2.8.3** The City shall retain a maximum of 10% of each progress payment; provided, however, when 50% of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage.

At the discretion of the City and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes their work.

2.9 LOCATION AND SITE(S)

- 2.9.1** The site(s) of the proposed work is within City limits of the City of Norcross, Georgia.
- 2.9.2** The Contractor shall accept the site(s) in its present condition and carry out all work in accordance with the requirements of the specifications as indicated in the appendices or as directed by the Department of Public Works, Utilities and Parks.
- 2.9.3** The Contractor, before submitting a proposal is encouraged to visit the site(s) and acquaint themselves with the actual conditions and the location of any and/or all obstructions that may exist on the site(s).
- 2.9.4** The Contractor is responsible for the location of, above and below ground utilities and structures, which may be affected by the work.

2.10 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

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

2.11 MATERIALS

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

2.12 INSPECTION

- 2.12.1** The City of Norcross does not commit to having a full-time inspection or

testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of his responsibility to provide quality workmanship in accordance with the specifications. Any test ordered under the supervision of the City that fails to meet standards or any retesting that is required will be at the Contractor's expense.

2.13 NON-COLLUSION

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

2.14 CONTRACT REQUIREMENTS

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

- 2.14.1.1** Return to the City contract documents executed by the authorized representative attested by the corporate secretary treasurer.
- 2.14.1.2** Provide Insurance Certificates as specified in the RFP Checklist.
- 2.14.1.3** Provide bonding as required by the RFP documents.

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

2.15 SCHEDULE

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

2.16 MISCELLANEOUS PROVISIONS

(May not be applicable to this RFP)

2.16.1 Permits

The Land Disturbance Permit has been issued by the City of Norcross. Permitting has been conducted through Gwinnett County for water and sewer work. Contractor is to follow all requirements as required for permits through City of Norcross and Gwinnett County.

If accepted into the Construction Contract, contractor will be responsible for acquiring a building permit through the City of Norcross for the pavilion/restroom structure.

2.16.2 Work Hours

Work hours are Monday through Friday, 8am to 7 pm. No work shall take place on Saturday or Sunday without the City's approval. For special circumstances, the contractor must submit a waiver request to Parks Superintendent, Michael Jones.

2.16.3 Detour/Closures

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

2.16.4 Residential Refuse

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

2.16.5 Project Briefing and Site Visit

The selected contractor will be required to attend a formal site visit with the Parks Superintendent before construction may begin.

2.16.6 Disposal of Refuse

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

APPENDIX A
RFP PW 25-01
SCHEDULE OF EVENTS

Event:	Date:
Release of RFP	August 21, 2024, 11:00 a.m.
Pre-proposal Meeting	September 6, 2024, 11:00 a.m.
<i>Optional but highly recommended</i>	
Deadline for Written Questions	September 6, 2024, 5:00 p.m.
Proposals Due	September 20, 2024, 11:00 a.m.
Proposal Review/Evaluation	October 2024
Contract Award (On/about)	October/November 2024

APPENDIX B

RFP PW 25-01

REFERENCES

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

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

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

References for _____

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

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

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

Company Name: _____

Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ Fax: _____

Email address: _____

APPENDIX C
RFP PW 25-01
CONSTRUCTION PLAN SET

*Included as a separate document

Attachment: Johnson Dean Preserve RFP Packet (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

APPENDIX D
RFP PW 25-01
TECHNICAL SPECIFICATIONS

*Included as a separate document

APPENDIX E
RFP PW 25-01
COST PROPOSAL FORM

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

Firm Name: _____

Project Name: _____

Total Bid: _____

Provide costs for the following Alternatives

Additive Alternate 1:

Provide Cree OSQ-M-B-4L-40K7-4M-UL-NM-BZ-Q9 with OSQ-BLSMF, 29W, 4440 lumens.

Provide photocell receptacle with photocell on fixture or a photocell in-line with the fixture circuit at the panelboard.

Provide Cree LPI-3C-15'-1-Z square straight steel pole with mounting accessories and concrete base.

Refer to Sheet E-2 Electrical Plans for more information

Additive Alternate 1 Cost _____

Additive Alternate 2:

Provide restroom/pavilion kit per Romtec or approved equal and services included for full services. Refer to ROMTEC plans Sheets 1, 2A, 2B, 3 and 4.

Provide grading, drainage and site work for concrete slab per plans

Provide utility connections from connection point adjacent to wall, under slab and to locations as indicated in restroom/pavilion kit drawings.

Additive Alternate 2 Cost _____

APPENDIX F
RFP PW 25-01
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

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

☐ No addenda were received:

Acknowledged for: _____
 (Name of Firm)

 Signature of Authorized Representative

 Name (Print or Type)

 Title

 Date

APPENDIX G
RFP PW 25-01
PACKET CHECKLIST

FIRM NAME: _____

PROJECT: _____

DATE: _____

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

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

_____ Packet Checklist (attached to proposal package)

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

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

_____ Certificate of Liability Insurance

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

_____ Reference Form

Mail or deliver to:
 Charlene Marsh
 City of Norcross – PW Department
 345 Lively Avenue
 Norcross, GA 30071



City of Norcross

65 Lawrenceville Street, Norcross GA 30071

Office: 678-421-2069 Fax: 770-255-2335

www.norcrossga.net

Addendum 1

Johnson Dean Park

RFP PW 25-01

The following clarifications and changes to the RFP are provided based on questions received and must be added/considered when completing your proposal:

Note : The submission due date of September 20, 2024 has been changed throughout the document to September 27, 2024. Time of day is unchanged.

CLARIFICATIONS:

1. Is the grading Subcontractor required to have an Underground Utilities license?
Answer: The grading Subcontractor is not specifically required to have an underground utilities license, but if they do not have one, then the General Contractor shall be required to have that license.
2. Who is responsible for inspections and materials testing and the associated fees? If the General Contractor is responsible for the testing, please provide all the testing requirements for this project.
Answer: The City will provide a third-party geotechnical consultant for the project.
3. How would the owner want to address soft soil conditions and rocks, if encountered?
Answer: The construction material testing firm should assess, verify, and quantify any unsuitable soil or rock encountered. Following CMT's recommendation, the city will discuss remediation and a reasonable change order if required.
4. Does this project have a Force Majeure clause?
Answer: Yes, these are within the contract documents to be used on this project.
5. Can we work on the weekends?
Answer: Refer to Page 12 of the RFP, Item 2.16.2 Work Hours regarding weekend work.
6. What are the requirements to safe-up the project site? Do you require the placement of chain-link fences, signages, and barricades?

Answer: Securement of the site and equipment from the general public and/or neighbors will be at the discretion of the contractor. Refer to Sheet L-000 General Notes Item 7 and Sheet C-00 Traffic Control Notes Items 1 & 2.

7. Are there any vehicular traffic and/or pedestrian control requirements? Are there any signages required?

Answer: Refer to Sheet L-000 General Notes Item 7 and Sheet C-00 Traffic Control Notes Items 1 & 2. The City will provide signage on site directed at the public regarding limits on specific limits to park /trail access to the site.

8. Do we have to use the services of a private underground utility locator for this project?

Answer: 811 is acceptable to use for a locate service. Contractor may employ additional surveying at their own discretion.

9. Please confirm that the existing trail will not be removed and replaced.

Answer: The existing trail will not be removed or replaced. Any damage to the existing trail that occurs during construction due to contractor activities should be repaired to original condition.

10. Is permitting required?

Answer: Refer to 2.16 Miscellaneous Provisions, Item 2.16.1 Permits. Prior to construction, Contractor will need to schedule a meeting with Community development to review required procedures. Water & Sewer permitting with Gwinnett County has also been coordinated by the City/Design Professional, but Contractor will need to review permit guidelines prior to the start of work. Construction permits will be required per city policy and will be the responsibility of the contractor. The Contractor will be responsible for any other permits not mentioned in the RFP or Bid documents.

11. Will the city tap utilities for sewer and water?

Answer: The contractor will be responsible for utility work connecting the water and sewer lines. Connection fees will be paid by the City. As-builts will be required through Gwinnett County for sewer work.

12. What work is required for the well house?

Answer: Work includes electrical works including outlets and a new light on the interior, cleaning and painting of metal structure on top of building with attention to avoiding the existing mural. The City is responsible for the inspection and operability of the well pump. Refer to Sheets C-401 and Sheets E1 through E6 for more information.

13. Is the project funded?

Answer: Yes.

14. What structure previously existed on the property?

Answer: A utility building for the city.

15. Are there any concerns about asbestos in the existing structure or former structure?

Answer: No.

16. What is the estimated start date?

Answer: The contract is expected to be awarded by November 2024 with beginning thereafter.

17. Are there any anticipated special events?

Answer: No.

18. Is there a warranty on plant materials?

Answer: The plant warranty period is indicated on sheet L-000 under Landscape Notes, Item 13.

19. What information is required for an approved equal?

Answer: Plans, details, specifications and product sheets that show that the proposed substitution meets the design intent and performance of the original item in the design package.

20. Is there any activity on the site throughout the contract time involving the park's staff and machinery?

Answer: There may be limited access needed by the Park's staff during the construction duration. The City will notify and coordinate with the Contractor in advance to avoid any potential interruption of Contractor's activities.

21. Does the city have specific contractors for location of underground utilities?

Answer: No.

22. Do the branches intertwined with the metal structure, on the well house, and along the existing driveway need to be trimmed?

Answer: The City will secure permission from adjacent homeowner and trim branches for contractor access to the site and well house.

23. Does this project have a subsurface investigation report? If so, is the geotechnical report available? Redi-Rock retaining wall designer might need this information for their design.

Answer: No subsurface report is available at this time. Wall designer will need to make assumptions on the soil bearing capacities at the site. Geotech will confirm conditions prior to construction of wall.

25. Should pricing be submitted in a separate envelope?

Answer: Yes.

26. Can we trim the tree overhanging the driveway to the site?

Answer: Refer to Item 22 of Addendum, Clarifications section for answer.

27. Can we get access to the inside of the well house during the bid period?

Answer: Yes, contact Michael Jones, Parks Superintendent to coordinate access: 678-421-2010.

28. There is some damage on the low side of the retaining wall (closest to the well house) Is the cracked part of the brick wall staying?

Answer: If the bricks are loose and be removed easily from this area without damaging additional sections of wall if or wall debris is in the way of new wall construction, Contractor can remove those items prior to constructing the new retaining wall.

29. Will the hiking trail that begins at this site remain open?

Answer: The hiking trail may remain open at times with selected closures depending on the site and utility work occurring. The City will coordinate signage and access with the contractor.

30. Will the contractor be responsible for Geotech and testing?

Answer: The City will hire a third-party Geotech and testing consultant.

31. Are semi-trucks allowed on North Barton Street?

Answer: Contractors to coordinate with the Norcross Police Department regarding access requirements for oversize vehicles. Access is not allowed for semi-trucks for crossing of the downtown train tracks.

32. Who is responsible for electrical and mechanical drawings for the pavilion/restroom?

Answer: We have confirmed that Romtec provides plans stamped by Georgia Licensed Engineers. On the Romtec plans, sheet 1, note 1.3A, it states: The building supplier work shall include the design of the architectural, mechanical, structural and electrical component that will be required for the building.

33. In the event that Romtec is unable to provide numbers in time for submission deadline, will a change be made?

Answer: Contractors are to let the City know if Romtec has not provided cost proposals by 9/24 and the City will make a decision to extend the deadline.

34. Does the 5-month timeline account for add alternates?

Answer: Refer to Item 2 of Addendum, Changes section for answer.

1. Does this project have Liquidated Damages?

Answer: Refer to Item 3 of Addendum, Changes section for answer.

2. There is a long period for design and preparation of the pre-engineered restroom/pavilion. A 5-month construction schedule will not be sufficient to order and build the Romtec structure.

Answer: Refer to Item 2 of Addendum, Changes section, for answer.

3. Which trees are those that need tree prescriptions? How do we do the tree prescriptions?

Answer: These trees are marked on the plan and will be confirmed in the field prior to start of work. Refer to Item 4 of Addendum, Changes section for more information.

CHANGES

1. APPENDIX D – TECHNICAL SPECIFICATIONS – SECTION 01 1100 SUMMARY OF WORK

Item 1.2 Summary A, Add the following after Item 8:

Item 9. Claims for Additional Time and Adverse Weather Calendar Days

Claims for Additional Time and Adverse Weather Calendar Days

Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

<i>Jan. 22 days</i>	<i>May 4 days</i>	<i>Sept. 4 days</i>
<i>Feb. 16 days</i>	<i>June 6 days</i>	<i>Oct. 5 days</i>
<i>Mar. 11 days</i>	<i>July 8 days</i>	<i>Nov. 9 days</i>
<i>April 7 days</i>	<i>Aug. 6 days</i>	<i>Dec. 15 days</i>

The schedule above will constitute the base line for monthly, or a portion thereof, weather time evaluations. Upon acknowledgement of Notice to Proceed and continuing throughout the Contract, on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather schedule, above. The term "actual adverse weather days" shall include days impacted by adverse weather. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in schedule above has been exceeded, Owner will examine all actual adverse weather days to determine whether Contractor is entitled to a time extension. These actual adverse weather days must prevent 50 percent or more of Contractor's workday, delay Work critical to timely completion of the Project, and be documented in Contractor Quality Control reports. Owner will convert any delays meeting these requirements to calendar days and issue a Change Order to Contractor.

Contractor is to document weather days and any days related to the weather days that affect the project.

2. Page 9 of the RFP document, Item 2.7 Production Requirements, Item 2.7.1 which refers to the project completion time shall be changed as follows:

2.7.1 Time is of the utmost importance for this project. The successful proposer will be required to commence work within ten (10) calendar days from the receipt of the Notice to Proceed and must carry on with utmost diligence to complete the work according to specifications in the RFP within 5 months from the Notice to Proceed for the Base Bid and Additive Alternate 1, if included. If Additive Alternate 2 is included in the contract, the overall timeframe for completion of the project will extend an additional 4 months to a total project completion time of 9 months.

3. Page 9 of the RFP document, Item 2.7 Production Requirements, add the following under item 2.7.1:

2.7.2 Failure to complete the required construction as specified in Item 2.7.1, above, will result in the assessment of Liquidated Damages at the rate of \$300.00 per calendar day until such work is completed.

Liquidated damages are being included in the project as part of this addendum.

4. Page 17 of the RFP document – Cost Proposal Form, add the following above Total Bid line

Allowance: Tree Prescription and Implementation: \$5,000

+ Base Bid: \$ _____

= Total Bid: \$ _____

An allowance for Tree Prescription and Prescription Implementation is being added into the Bid Proposal requirements. Refer to Attachment A: Revised Bid Proposal Form and Attachment B: Section 1 2100 – Allowances

END OF ADDENDUM 1

Addendum 1

Johnson Dean Park

RFP PW 25-01

Attachment B:

APPENDIX E**COST PROPOSAL FORM****In a separate envelope, please include a cost proposal with the following information**

Firm Name: _____

Project Name: _____

Allowance: Tree Prescription and Implementation: \$ _____ 5,0000

+ Base bid: \$ _____

= Total Bid: \$ _____

Provide costs for the following Alternatives**Additive Alternate 1:**

Provide Cree OSQ-M-B-4L-40K7-4M-UL-NM-BZ-Q9 with OSQ-BLSMF, 29W, 4440 lumens. Provide photocell receptacle with photocell on fixture or a photocell in-line with the fixture circuit at the panelboard.

Provide Cree LPI-3C-15'-1-Z square straight steel pole with mounting accessories and concrete base.

Refer to Sheet E-2 Electrical Plans for more information

Additive Alternate 1 Cost: \$ _____

Additive Alternate 2:

Provide restroom/pavilion kit per Romtec or approved equal and services included for full services. Refer to ROMTEC plans Sheets 1, 2A, 2B, 3 and 4.

Provide grading, drainage and site work for concrete slab per plans

Provide utility connections from connection point adjacent to wall, under slab and to locations as indicated in restroom/pavilion kit drawings.

Additive Alternate 2 Cost: \$ _____

**ADDENDUM 1
ATTACHMENT C**

JOHNSON DEAN PRESERVE

SECTION 01 2100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Project Representative of the date when final selection and purchase of each item described by an allowance must be completed to avoid delaying the Work.
- B. At Project Representative's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 ALLOWANCE

- A. The Contractor shall include in his Bid the Allowances listed in the Bid Proposal. These Allowances shall cover work, manufactured equipment or services that will be provided either by the Contractor or by others who may be selected by the Owner. All work performed under Allowances shall be subject to Owner approval and under special terms described herein. The Contractor shall coordinate and cause the work covered by these Al-

ADDENDUM 1 ATTACHMENT C

JOHNSON DEAN PRESERVE

allowances. In accordance with the Contract, the Contractor's costs including markup and profit are included in the Contract Price and no additional payment will be made for these costs. The final amount of any allowance item listed in the bid proposal shall be adjusted accordingly by change order to reflect actual cost.

It is understood that the Contractor has included in the Contract Price all Allowances so named in the Contract Documents and shall cause the work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner.

Cash Allowances – Contractor agrees that:

- a. Any cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the Allowances to be delivered at the site, and all applicable taxes; and
- b. Contractor's cost for unloading and handling on the site, labor, installation, overhead, profit and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the Allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- c. None of the funds available in any allowance item shall be used for payment to Contractor for any item already included in the bid form and for any work required by any easement stipulation.

Contingency Allowance – Contractor agrees that a contingency allowance, if any, is for the sole use of the Owner to cover unanticipated costs.

Prior to final payment, an appropriate Change Order will be issued as recommended by the Program Manager to reflect actual amounts due Contractor on account of work covered by Allowances, and the Contract Price shall be adjusted accordingly.

PART 2 - SCHEDULE OF ALLOWANCES

The following Allowance Accounts are allocated to the Project.

2.1 ALLOWANCE FOR TREE PRESCRIPTION AND IMPLEMENTATION

The purpose for this allowance is to reimburse the Contractor for the services of an ISA certified arborist and tree company to provide and implement tree prescriptions for the three trees noted on the Tree plans.

- A. Contractor's costs for contracting, products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.

**ADDENDUM 1
ATTACHMENT C**

JOHNSON DEAN PRESERVE

- B. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Representative. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- C. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- D. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the Owner.

END OF SECTION 01 2100

Attachment: Addendum 1 RFP PW 25-01 (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

**City of Norcross**

65 Lawrenceville Street, Norcross GA 30071
Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

Addendum 2
Johnson Dean Preserve
RFP PW 25-01

The following changes and clarifications to the RFP are provided based on questions received and must be added/considered when completing your proposal:

The submission deadline of September 27, 2024 at 11:00am has been changed to September 30, 2024 at 12:00pm due to inclement weather. Original submission requirements (two paper copies and one digital/USB copy) still apply.



3469 Lawrenceville Highway
Suite 204
Tucker, Georgia 30084
(404) 995-2253
www.RootDesignStudio.com

Seal:



08/28/24

Date: 08/28/24

Project No: 2022-004

Drawn By: PS

Checked By: MK

Johnson Dean Preserve
145 N. Barton Street, Norcross, GA 30071

City of Norcross
345 Lively Avenue
Norcross, GA 30071

Revisions:

NO.	DATE	DESCRIPTION

Sheet Title:

Site Plan

Sheet No:

C-100

CITY OF NORCROSS NOTES:

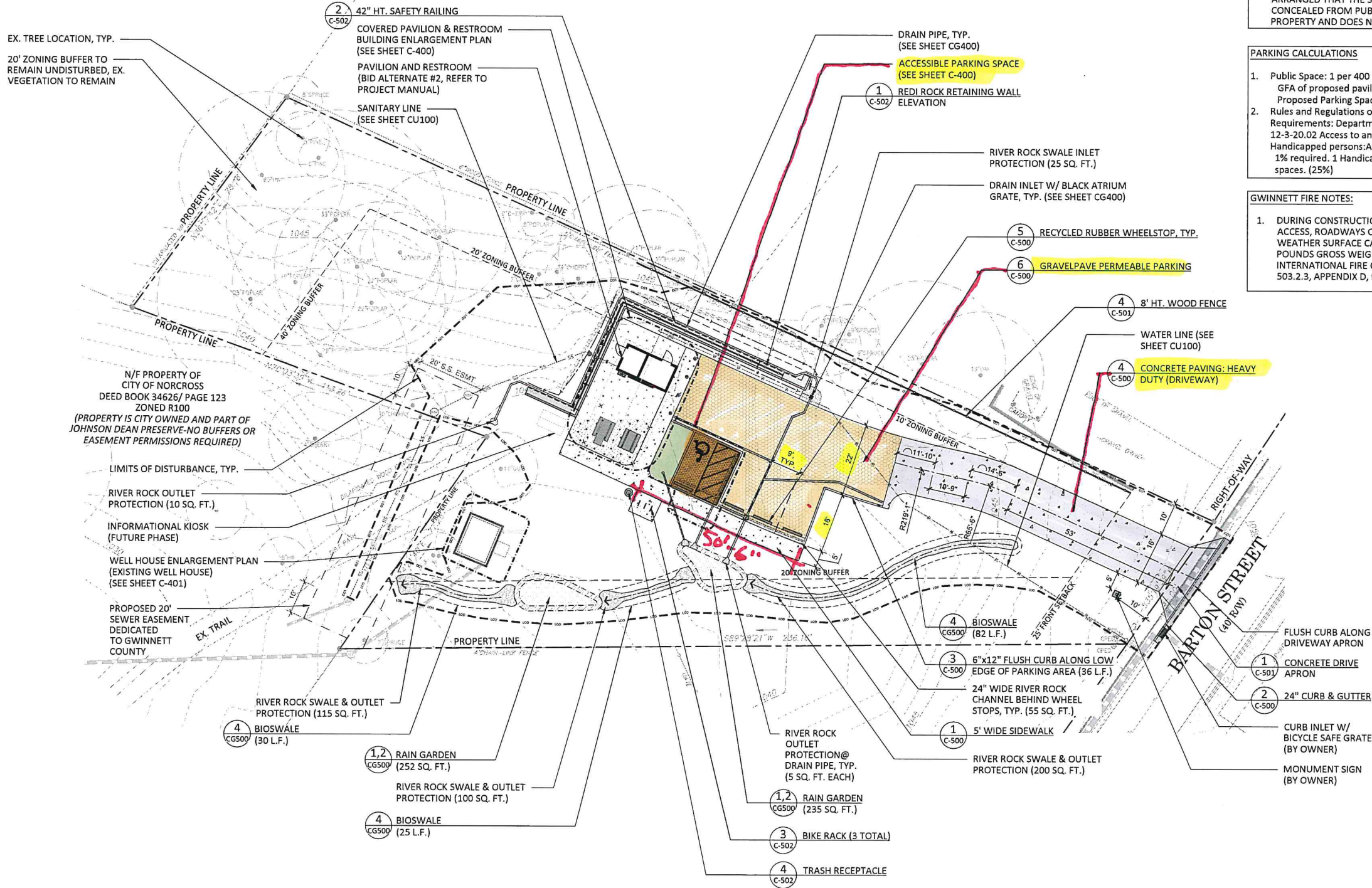
1. A SEPARATE BUILDING PERMIT SHALL BE OBTAINED FOR ALL RETAINING WALLS GREATER THAN 4 FEET IN HEIGHT AND ALL RETAINING WALLS USED AS A DAM PRIOR TO CONSTRUCTION OF THE WALLS.
2. NO SIGNAGE IS PROPOSED AT THIS TIME. APPROPRIATE SIGN PERMITS ARE OBTAINED AT A LATER DATE.
3. NO DRIVE-UP WINDOWS ARE TO BE INSTALLED.
4. HIGH INTENSITY LIGHTING FACILITIES SHALL BE SO ARRANGED THAT THE SOURCE OF ANY LIGHTS IS CONCEALED FROM PUBLIC VIEW AND FROM ADJACENT PROPERTY AND DOES NOT INTERFERE WITH TRAFFIC.

PARKING CALCULATIONS

1. Public Space: 1 per 400 SF of GFA
GFA of proposed pavilion/restroom: 639 sf
Proposed Parking Spaces: 4 (Exceeds requirement)
2. Rules and Regulations of the State of GA : ADA Requirements: Department 120: Chapter 120-3: Subject 12-3-20.02 Access to and Use of Public Facilities by Handicapped persons: Application: Item 2 : 1% required. 1 Handicap space provided for 4 total spaces. (25%)

GWINNETT FIRE NOTES:

1. DURING CONSTRUCTION AND FOR PERMANENT ACCESS, ROADWAYS CONSTRUCTED OF AN ALL WEATHER SURFACE CAPABLE OF SUPPORTING 75,000 POUNDS GROSS WEIGHT SHALL BE PROVIDED PER INTERNATIONAL FIRE CODE, SHAPTER 5, SECTION 503.2.3, APPENDIX D, D102.1, 2018 EDITION



Know what's below.
Call before you dig.

RELEASED FOR CONSTRUCTION



3469 Lawrenceville Highway
Suite 204
Tucker, Georgia 30084
(404) 895-2253
www.RootDesignStudio.com

Seal:



08/28/24

Date: 08/28/24
Project No: 2022-004
Drawn By: PS
Checked By: MK

Johnson Dean Preserve
145 N. Barton Street, Norcross, GA 30071
City of Norcross
345 Lively Avenue
Norcross, GA 30071

Revisions:		
NO.	DATE	DESCRIPTION

Sheet Title:
**Covered Pavilion
& Restroom
Enlargement
Plan**

Sheet No:
C-400



Know what's below.
Call before you dig.

RELEASED FOR CONSTRUCTION

NOTE: REFER TO SHEET E-1
FOR ELEC. PLANS

LIMITS OF BID ALTERNATE #2,
REFER TO PROJECT MANUAL

SWALE CENTERLINE
(SEE SHEET CG100)

COVERED PAVILION & RESTROOM BUILDING (BID
ALTERNATE #2, REFER TO PROJECT MANUAL)

3 BOLLARD, TYP. (4 EA.)
C-501

1 CONCRETE PAVING:
LIGHT DUTY
C-500

MECHANICAL

RESTROOM

DRINKING FOUNTAIN & BOTTLE
FILLER INCLUDED WITH
BUILDING (BID ALTERNATE #2,
SEE PROJECT MANUAL)

BULLETIN BOARD (BID ALTERNATE
#2, SEE PROJECT MANUAL)

ROOF LINE OF PAVILION,
ABOVE (BID ALTERNATE #2,
SEE PROJECT MANUAL)

CONCRETE PAVING (BID
ALTERNATE #2, SEE
PROJECT MANUAL)

INFORMATIONAL KIOSK
(FUTURE PHASE)

PAVILION COLUMN, TYP. (BID
ALTERNATE #2, SEE PROJECT MANUAL)

6' STANDARD PICNIC TABLE (BID
ALTERNATE #2, SEE PROJECT MANUAL)

8' ACCESSIBLE PICNIC TABLE (BID
ALTERNATE #2, SEE PROJECT MANUAL)

1 PAVILION & RESTROOM BUILDING (BID ALTERNATE #2)
SCALE: 1/4" = 1'-0"

DRAIN PIPE, TYP.
(SEE SHEET CG400)

2 VAN ACCESSIBLE PARKING
SPACE SIGN, TYP.
C-501

1 5' WIDE LIGHT DUTY
CONCRETE PAVING
C-500

LOADING ZONE STRIPING, 4"
SOLID WHITE TRAFFIC PAINT,
TWO COATS

3 PERMEABLE PAVER
PARKING
C-500

LOADING ZONE STRIPING TO
FOLLOW INSIDE OF FLUSH
CURB, TYP.

6 GRAVELPAVE
PERMEABLE PARKING
C-500

4 TRASH RECEPTACLE
C-502

3 BIKE RACK, 3 EA
C-502

1 CONCRETE PAVING:
LIGHT DUTY
C-500

STANDPIPE OVERFLOW DRAIN,
TYP. (SEE SHEETS CG400,
3/CG500)

5 RECYCLED RUBBER
WHEELSTOP, TYP.
C-500

3 6"x12" FLUSH CONCRETE
CURB, TYP.
C-500

INTERNATIONAL ACCESSIBILITY
SYMBOL, WHITE TRAFFIC PAINT,
TWO COATS, TYP.

3 PARKING LOT
RAINGARDEN
CG500

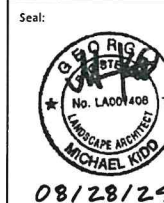
3 BOLLARD, TYP.
C-501

2 ACCESSIBLE PARKING SPACE DETAIL
SCALE: 1/4" = 1'-0"

16'-8" x 32'-8" (545sf)

FOR BID PURPOSES ONLY © 2023 ROMTEC, INC. ALL RIGHTS RESERVED. THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, ADAPTED OR FURTHER DISTRIBUTED, AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS, WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.

ROMTEC
18240 NORTH BANK ROAD
ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803



Johnson Dean Preserve
1445 N. Barton Street, Norcross, GA 30071

[illegible]

Landscape Plan

L-101

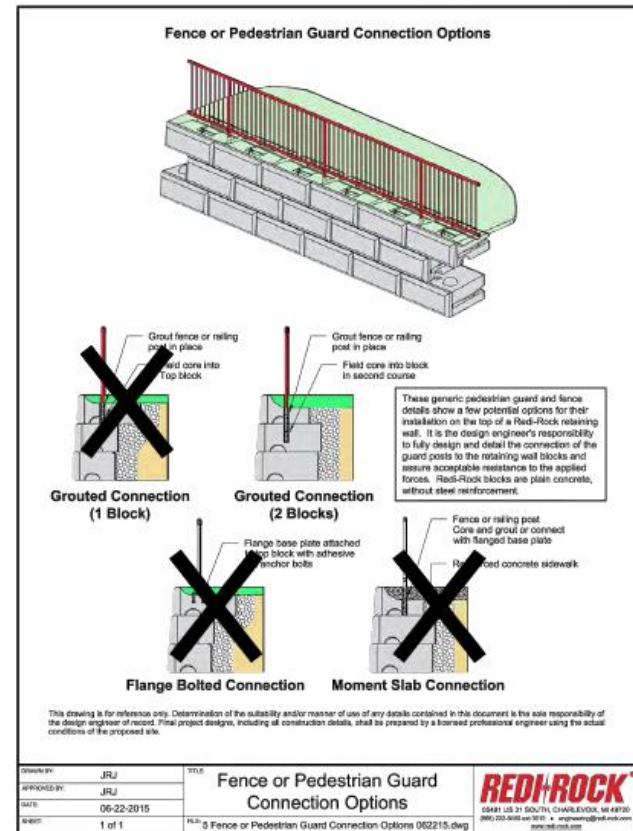
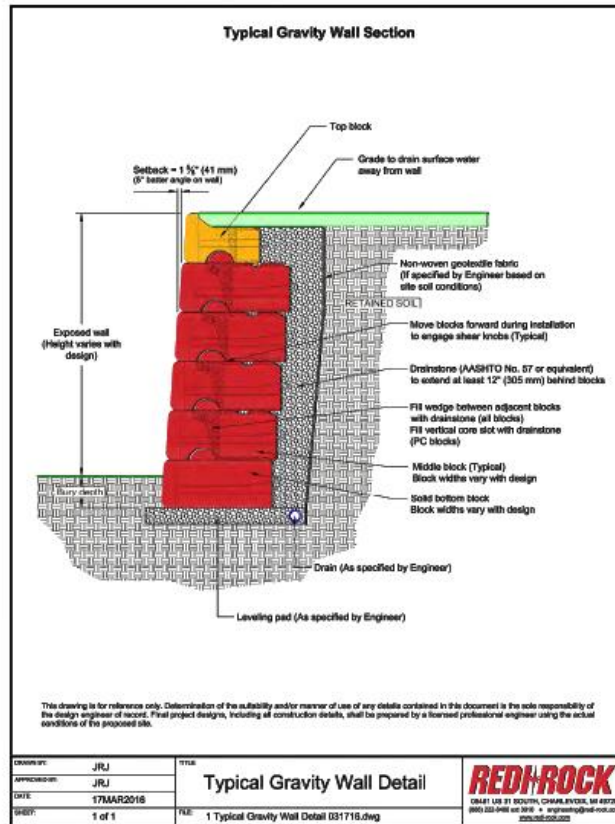


1. CONTRACTOR TO COORDINATE PLANTING OF LANDSCAPE WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES AND PROPOSED SHIFTING LANDSCAPE WHERE NECESSARY TO ACCOMMODATE UTILITY LINES.



REMARKS:	
1. Single Trunk	7. Full to Ground
2. Multi-Trunk, 3-5 canes, 1" min./cane	8. Tree Form
3. Straight Trunk	9. Specimen
4. Central Leader	10. Matched Set
5. Natural Branching	11. Balled and Burlapped (B&B)
6. Full Canopy / Head	12. Container

RELEASED FOR CONSTRUCTION



OVERALL DIMENSIONS



REFERENCE IMAGE

REDI ROCK WALL NOTES:

1. WALL TO BE LEDGESTONE TEXTURE BY REDI ROCK (redi-rock.com , 866-222-8400 ext. 3010) OR APPROVED EQUAL.
2. 42" HT. SAFETY RAIL TO HAVE GROUTED CONNECTION TO TWO BLOCKS, AS SHOWN ABOVE, TO REDUCE WALL THICKNESS.
3. CONTRACTOR SHALL SUBMIT STAMPED ENGINEERED DRAWINGS FOR RETAINING WALL DESIGN AND SAFETY RAILING CONNECTION FOR PERMITTING PRIOR TO CONSTRUCTION.

***CONTRACT BETWEEN WILLOW
CONSTRUCTION, INC.
AND
THE CITY OF NORCROSS
FOR JOHNSON DEAN PRESERVE
IMPROVEMENTS
RFP PW 25-01***

Attachment: CON Willow Construction Contract (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

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Agreement for Johnson Dean Preserve Improvements

This Agreement, made and executed as of the _____ day of _____, 2024 by and between Willow Construction, Inc. with a place of business at 3970 Flint Hill Road Powder Springs, GA 30127 (hereinafter called "Consultant") and **the City of Norcross, Georgia**, having its principal place of business at 65 Lawrenceville St., Norcross, Georgia (hereinafter called "Client"), collectively referred to herein as "Parties", provides as follows:

ARTICLE 1 – GENERAL OBLIGATIONS OF CONSULTANT

The description of the Client's project (The "Project") and the Scope of Services as they relate to the Johnson Dean Preserve improvements (hereinafter called "Services") to be provided to Client is stated in a formal proposal from Consultant dated **September 30, 2024** (the "Proposal"). The Proposal is made a part of this Agreement by reference. The Proposal includes the scope of services which complies with the requirements of the Request for Proposals (RFP PW 25-01).

ARTICLE 2 – COMPENSATION

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

ARTICLE 3 – PAYMENTS

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

ARTICLE 4 – PERIOD OF SERVICE

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

ARTICLE 5 – CHANGE IN SCOPE OF SERVICES

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

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

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

ARTICLE 6 – STANDARD OF CARE

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

ARTICLE 7 – INDEMNIFICATION

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

ARTICLE 8 – LIMITATION OF LIABILITY

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

ARTICLE 9 – INSURANCE

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

ARTICLE 10 – RELATIONSHIP OF CONSULTANT TO CLIENT

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

ARTICLE 11 – PERSONNEL

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

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

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

ARTICLE 12 – OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

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

ARTICLE 13 – PERMITS AND LICENSES

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

ARTICLE 14 – ADHERENCE TO LAWS

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

ARTICLE 15 – NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

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

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

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

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

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

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

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

ARTICLE 17 – FORCE MAJEURE

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

ARTICLE 18 – PROJECT DELAY

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

ARTICLE 19 – [RESERVED]

ARTICLE 20 – GOVERNING LAW

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

ARTICLE 21 – ALTERNATE DISPUTE RESOLUTION

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

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

ARTICLE 22 – ADDITIONAL TERMS AND CONDITIONS

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

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

ARTICLE 23 – NOTICES AND/OR COMMUNICATIONS

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

To Consultant

Original to: _____

Position: _____

Address: _____

Copy to: _____

Position: _____

Address: _____

To Client

Original to: Len Housley

Position: Public Works Director

Address: 345 Lively Avenue
Norcross, GA 30071

Copy to: Michael Jones

Position: Parks Superintendent

Address: 345 Lively Avenue
Norcross, GA 30071

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

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

ARTICLE 24 – MISCELLANEOUS

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

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

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

Consultant

By: _____

Title: _____

Client

By: _____

Title: _____

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

APPENDIX A – SCOPE OF SERVICES FOR JOHNSON DEAN PRESERVE IMPROVEMENTS

WILLOW

CONSTRUCTION, INC.

3970 Flint Hill Road
Powder Springs, Georgia 30127-2809

GA. Reg. UC300091

770/222-1555
Fax 770/222-9139

September 27, 2024

City of Norcross.
65 Lawrenceville Street
Norcross, GA 30071

Re: Johnson Dean Preserve
RFP PW 25-01

Willow Construction, Inc., is pleased to submit a proposal in response to RFP PW 25-01. We have completed a number of Parks and Recreation projects, going back to around 2006 with substantially the same key personnel and resources we propose for this project.

Point of contact for Willow:

Mark A. Gravel, President
mgravel@wilocon.com
770-222-1555

Willow is a C Corporation with office and shop at 3970 Flint Hill Road in Powder Springs, GA since 1998. We include the following documents for your review:

Resumes of Key Personnel
List of Parks and Recreation projects completed
Project Descriptions for similar projects which include reference information.
Bid Bond
Certificate of Insurance

We have completed a total of about 650 projects of various types going back to 1992 and look forward to the opportunity to complete this project for the City of Norcross.

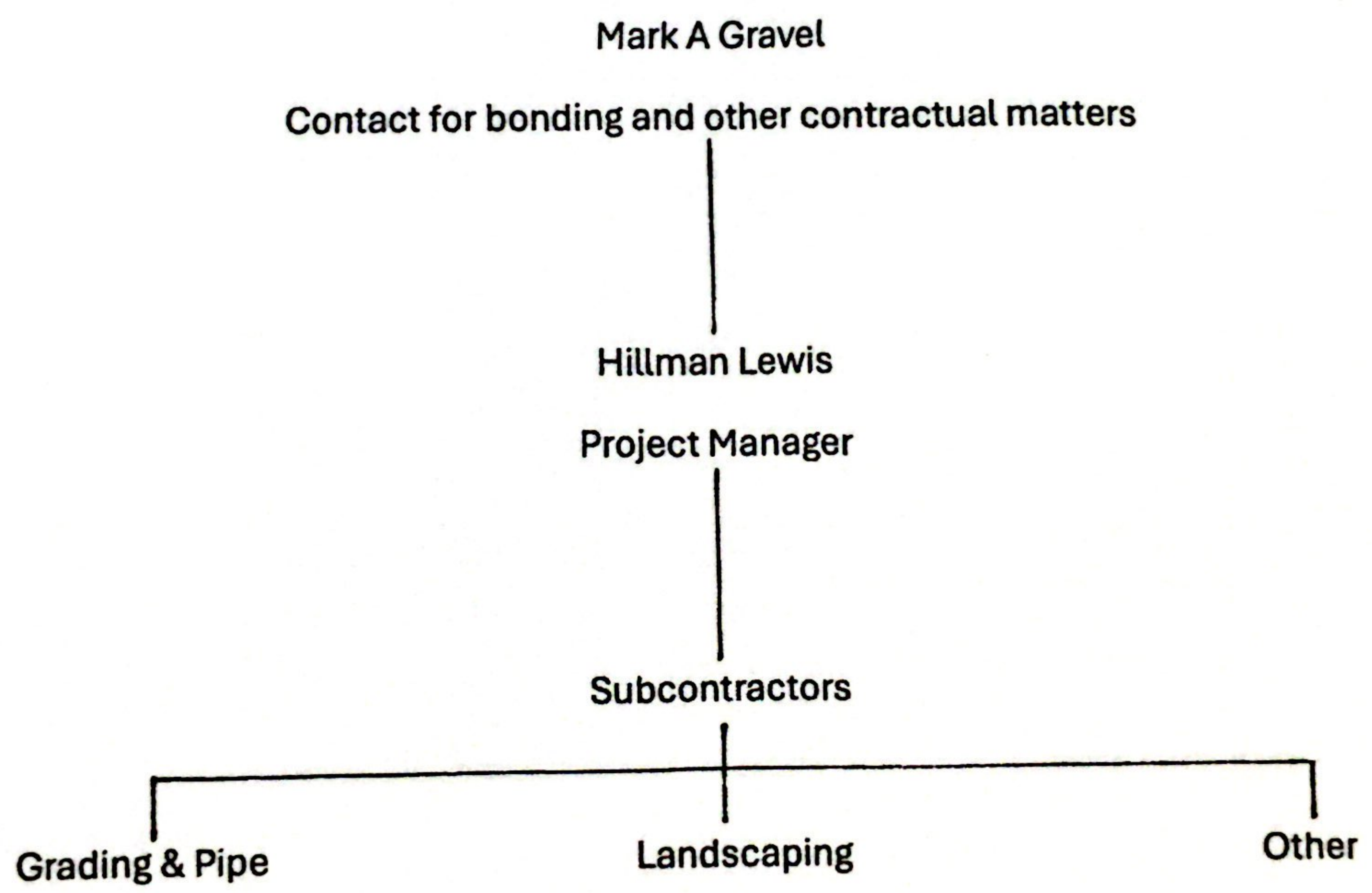
Very Truly Yours,



WILLOW CONSTRUCTION, INC.
Alan C. Gravel, Chairman

Attachment: CON Willow Construction Contract (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

City of Norcross
Johnson Dean Preserve
RFP PW 25-01
Willow Construction Organizational Chart



WILLOW CONSTRUCTION RESUMES OF KEY PERSONNEL

ALAN C. GRAVEL, CHAIRMAN

Georgia Construction Industry Licensing Board Utility Manager Certificate No. UM000166
Georgia State Licensing Board General Contractor Qualifying Agent License No. GCQA001546

Louisiana Tech, BS in Civil Engineering, 1967
University of Texas at Austin, MS in Environmental Health Engineering, 1969

US Air Force, Captain, C-7A tactical airlift pilot in Vietnam, KC-135 aerial refueling pilot in Strategic Air Command, 1969-1974

Jordan, Jones & Goulding, Consulting Engineers, specification writer, quality control manager, manager of construction administration, 1974 – 1981

Trescon Corporation, Manager of the Plant Division, 1981 – 1987; President, 1987 – 1992

Willow Construction, President 1992-2021

Willow Construction, Director, and Chairman of the Board of Directors, 1992 – present

PROJECTS:

With Jordan, Jones, & Goulding, over 100 projects including water and sewage treatment plants and pump stations, water and sewer lines, railroad car wash facilities, earthen dams, instrumentation/telemetry systems and various other projects.

With Trescon Corporation, approximately 320 projects including pumping stations, earthen dams, water and sewage treatment facilities, sludge handling facilities, land application wastewater treatment facilities, and pure oxygen impoundment re-aeration.

With Willow Construction, oversight of approximately 500 projects, including water and sewer treatment plants, pump stations, dams and reservoirs, and similar heavy civil projects.

ACTIVITIES:

Chairman, Georgia Utility Contractors Association Community Service Committee – 1997-1998
President, Georgia Utility Contractors Association – 1998-1999
Vice President, Georgians for Responsible Growth, NPDES Permit negotiation team – 1999-2000
Governor's Workers Compensation Advisory Commission – 2000-2001
Storm Water Advisory Committee, NPDES Permit Negotiation
Georgia DNR Pollution Assistance Division – 2000-2003
Board Member, National Utility Contractors Association Foundation – 2003-2005
Vice President, National Utility Contractors Association – 2004-2008
Board Member, GUCA Scholarship Foundation -- 2004-2010
Chairman of the Board of Directors, NUCA Foundation – 2006 - 2010
Board of Directors, Atlanta Vietnam Veterans Business Association – 2007
Secretary, Atlanta Vietnam Veterans Business Association – 2008
Vice President, Atlanta Vietnam Veterans Business Association – 2009
President, Atlanta Vietnam Veterans Business Association – 2010
Chairman, Atlanta Vietnam Veterans Business Association – 2011
Memorial Committee Chairman, Atlanta Vietnam Veterans Business Association – 2013
Board Member, Lake Lanier Islands Development Authority – 2008 - present
President, Atlanta Vietnam Veterans Business Association Foundation – 2015 – 2017

AWARDS:

Engineers of Greater Atlanta, "Engineer of the Year in Construction" – 2001
Georgia Utility Contractors Association "Contractor Member of the Year" – 2004
Georgia Utility Contractors Association- Lifetime Achievement Award - 2023

WILLOW CONSTRUCTION RESUMES OF KEY PERSONNEL

MARK A. GRAVEL, PRESIDENT

Graduate, National Utility Contractors Association Institute for Leadership Development -- 2008

BS in Construction Management with a Minor in Business Administration, Southern Polytechnic State University, 2012

1997 – 2002: Willow Construction, Inc., Assistant Equipment Superintendent, lowboy driver, welder/fabricator

2003 – 2011: Willow Construction, Inc., Estimator / Project Manager. Full responsibility for preparing cost estimates on heavy civil construction projects. Full responsibility for planning, scheduling, purchasing and subcontracting, day to day troubleshooting, monthly and project closeout documentation for heavy civil construction projects.

2012 – 2013: AASAP Construction, Conway, SC., Project Manager. Direct oversight of sheet piling operations, primarily for new in-ground petroleum installations at new convenience store locations, as well as some small water/wastewater projects. Also, responsible for Upstate business development efforts.

2013 – 2021: Willow Construction, Inc., Estimator / Project Manager. Full responsibility for preparing cost estimates on heavy civil construction projects. Full responsibility for planning, scheduling, purchasing and subcontracting, day to day troubleshooting, monthly and project closeout documentation for heavy civil construction projects.

Dec. 2021- present: Willow Construction President

ACTIVITIES:

President, Southern Polytechnic State University Student Chapter of the Georgia Utility Contractors Association – 2003-2004

Georgia Utility Contractors Association Education Committee – 2003-2007

Chairman, Georgia Utility Contractors Association Safety Committee – 2008-2009

Director, Georgia Utility Contractors Association Board – 2008-2010

Chairman, Georgia Utility Contractors Association Safety Committee – 2008-2009

Co-Chairman, Georgia Utility Contractors Association Industry-Legislative Committee – 2010-2011

Secretary, Georgia Utility Contractors Association – 2010-2011

PROJECTS: For Willow Construction, the following projects as detailed on the attached Job List.

#2231, #2237, #2239, #2240, #2243, #2247, #2253, #2258, #2260, #2264, #2268, #2270, #2272,
#2273, #2280, #2290, #2293, #2294, #2297, #2314, #2318, #2326, #2330, #2333, #2337, #2358,
#2340, #2341, #2346, #2355, #2358, #2361, #2362, #2364, #2368, #2373, #2375, #2377, #2381,
#2386, #2388, #2393, #2428, #2431, #2442, #2444, #2450, #2466, #2467, #2473, #2477, #2478,
#2479, #2483, #2487, #2488, #2493, #2501, #2506, #2513, #2514, #2518, #2523, #2525, #2529,
#2532, #2534, #2539, #2540, #2542, #2544, #2549, #2555, #2557, #2558, #2580, #2581, #2582,
#2586, #2587, #2597, #2601, #2604, #2606, #2609, #2620, #2625, #2629, #2644

RESUME

LEWIS CONSTRUCTION & CONSULTING, INC.

1582 Barrington View, Stone Mountain, GA 30087

Mobile: 404/372-1976

lewisco@bellsouth.net

W. Hillman Lewis, President, P.E.

Education & Registration:

B.S. in Building Construction
Registered Professional Engineer

Georgia Tech
Mississippi

Continuing Education:

Additional studies in Civil Engineering

Experience:

1992 to present	Lewis Construction & Consulting, Inc., President
1985-1991	Trescon Corporation Manager of Parks & Recreation Division Construction
1981-1985	Lewis & Wiley, Inc., Co-Owner
1979- 1981	Craig, Holbrooke, Lewis & Wuerdeman, Co-Owner
1972-1979	Jordan, Jones & Goulding Construction Inspection
1970-1972	U.S. Army, Germany, Platoon Leader and Company Commander, Highest Rank-Captain

Personal

Member American Society of Civil Engineers
Member Georgia Recreation & Parks Society
Member Contractors Benefit Association
Member & former Deacon Smoke Rise Baptist Church
Former Member – 1996 Olympic Task Force Committee of Associated Builders & Contractors

Projects

With Lewis Construction & Consulting, Willow Construction and Trescon Corporation constructed over 75 projects and sports complexes ranging in cost from \$20,000 to \$2,550,000 including site grading, utility and site infrastructure, football fields, baseball and softball fields, soccer fields, tennis courts, park facility buildings (concession, restroom, pressbox, maintenance, etc.) swimming pools, running tracks, walking trails, pedestrian and horse bridges, and other recreational facilities.

WILLOW CONSTRUCTION, INC.
Johnson Dean Park
Project Plan

Our plan is to build the park from the rear of the park near the pump house forward toward the street. (This may change if the Alternate #1 Romtec building is included in the contract. We will discuss the addition of this alternate below). This is the order that we will construct and install items:

- Install erosion control
- Demolition (except concrete drive)
- Build the redi-rock wall and backfill as we grade the site and excavate for the parking areas. This will provide wall backfill.
- Install sewer line, manholes and cleanouts to the building.
- Install the water line to building.
- Install the perforated 6" and 4" trench drains underneath the pervious handicapped and gravel parking areas.
- Install bioswales and biogardens with fabric wrapped soil media.
- Install river boulders at bioswales and rain gardens.
- Install the gravel subbase for the handicapped and gravel parking areas.
- Install 6" x 12" flush concrete curbing at parking areas and concrete bike rack pad.
- Install Belgard pavers for handicapped spaces.
- Install wheelstops and HC striping for handicapped spaces.
- Install Gravelpave system 2 and fill with #89 stone.
- Install amenities – trash can.
- Electrical can be done almost any time. Also renovation at pump house.
- Landscaping.
- 8' privacy screening fence.
- Demo concrete drive.
- Excavate for new driveway and entry apron.
- Install 6" subbase for drive.
- Construct concrete apron and drive with thicken edge and curb & gutter.

If the Alternate#1 restroom building is added to the contract we would have to concentrate on the building slab and connecting utilities after we complete the redirock wall.

**Willow Construction, Inc.
Job List**

Page 1

Job	Description	Contract Amount	Start	Complete
2306	Daves Creek Park Forsyth Co Parks & Recreation Forsyth County GA	\$2,603,346.10	03-01-2006	06-30-2007
2336	Hamilton & Shoal Park Fields DeKalb County, Georgia DeKalb County GA	\$614,417.66	08-01-2007	03-31-2008
2350	Hugh Howell Walking Trail DeKalb County, Georgia DeKalb County GA	\$184,800.00	07-01-2008	07-31-2009
2363	Camp Creek - Rock Bridge Conn City of Lilburn Lilburn GA	\$46,710.00	03-15-2009	06-30-2009
2372	Locust Grove Trailhead Phase 2 City of Locust Grove Locust Grove GA	\$238,694.10	12-01-2009	10-31-2010
2383	Big Haynes Creek Nature Center City of Conyers, GA Conyers GA	\$139,681.00	07-01-2010	01-31-2011
2391	Henderson Park DeKalb County, Georgia Tucker GA	\$360,219.00	04-01-2011	12-31-2011
2399	Delano Line Park - Phase I DeKalb County P&R Decatur GA	\$168,241.00	01-11-2011	06-30-2012
2407	City Park Improvements City of Rutledge, Georgia Rutledge GA	\$262,615.00	07-01-2012	09-30-2013
2411	Exchange Park Playground DeKalb County Georgia Decatur GA	\$82,776.00	12-01-2012	06-30-2013
2413	Dearborn Park Trail Improve City of Decatur Decatur GA	\$66,510.50	12-01-2012	10-31-2013
2414	Briarwood Park Playground DeKalb County Georgia DeKalb County GA	\$97,846.00	12-01-2012	06-30-2013
2424	Smoke Rise Crossing Park DeKalb County Parks & Recrea Stone Mountain GA	\$103,000.00	07-01-2013	08-31-2014

Attachment: CON Willow Construction Contract (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

Willow Construction, Inc.
Job List

Page 2

Job	Description	Contract Amount	Start	Complete
2425	Little Crk Horse Farm Bridge DeKalb County, Georgia DeKalb County GA	\$59,624.08	11-01-2013	04-30-2014
2440	Bunten Road Park Improvements City of Duluth, Georgia Duluth GA	\$1,096,029.50	06-01-2014	10-31-2014
2445	Kittredge Park Bridge Friends of Kittredge Park DeKalb County GA	\$45,175.00	11-01-2014	03-31-2015
2453	Lake Matthews Spillway Repair Bright Water HOA Lawrenceville GA	\$87,719.00	02-10-2015	10-31-2015
2457	Halpern Park Renovation City of Doraville Doraville GA	\$428,622.00	04-01-2015	10-31-2015
2459	Fork Creek Mountain Park DeKalb County Parks & Recreat DeKalb County GA	\$377,835.00	06-01-2015	10-31-2016
2466	Brookside Park Improvements DeKalb Co Parks & Recreation Decatur GA	\$445,500.00	10-13-2015	06-30-2016
2482	Equifax Parking Improvements Equifax, Inc. Alpharetta GA	\$467,126.90	05-01-2016	02-28-2017
2492	White Street Park, Phase 2 City of Suwanee, Georgia Suwanee GA	\$183,471.89	12-01-2016	10-31-2017
2511	Upgrades Briarlake Forest Park DeKalb County, Georgia DeKalb County GA	\$132,759.00	12-01-2017	02-28-2018
2530	Pedestrian Gateway City of Doraville, GA Doraville GA	\$62,250.00	09-01-2019	10-31-2018
2533	Wade Walker Park Restroom Site DeKalb County, Georgia DeKalb County GA	\$55,735.00	10-01-2018	05-31-2019
2553	Town Branch City of Covington, GA Covington GA	\$267,006.00	08-01-2019	06-30-2020

Attachment: CON Willow Construction Contract (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

Willow Construction, Inc.
Job List

Job	Description	Contract Amount	Start	Complete
2563	River Park Site Improvements City of East Point, GA East Point GA	\$185,000.00	12-01-2019	12-31-2020
2568	Zonolite Park Boardwalk DeKalb County GA	\$68,552.00	06-30-2020	07-31-2021
2574	Peters Park Site Improvements City of Tucker, GA Tucker GA	\$343,178.00	06-01-2020	03-31-2021
2608	William R Probst Memorial City of Tucker, GA Tucker GA	\$129,611.00		06-30-2022

Attachment: CON Willow Construction Contract (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

Willow Construction Project Description

Name: Town Branch at Legion Field Channel Stabilization, Trail Spur, and Pedestrian Bridge
Job # 2553

Owner: City of Covington, Georgia
2194 Emory Street
Covington, GA 30115

Kevin Sorrow
678-758-4105
ksorrow@cityofcovington.org

Engineer: Environs Design Studio
1104 Monticello Street
Covington, GA 30014

Kent Campbell
470-444-1185
kent@environsla.com

Description: The job included the following principal elements:

Clear and grub stream channel and banks
Install Rock vanes for flow stabilization
Concrete walking path to connect to existing adjacent trail
Demolition of culvert, concrete steps, asphalt paving
Concrete bridge abutments, walks, and steps
Prefabricated steel pedestrian bridge
Poured concrete bridge walking surface
Landscaping

Contract Amount: Per Contract: \$274,791.00

Final: \$267,006.00

Contract Time: Per Contract: 180 days

Actual: 8/1/2019 – 6/30/2020

Willow Construction Project Description

Name: River Park Site Improvements
Job #2563

Owner: City of East Point, Georgia
1431 Norman Berry Drive
East Point, GA 30344

Jonathan Penn
404-270-7042
jpenn@eastpointcity.org

Engineer: Foresite Group
3740 Davinci Court, Suite 100
Peachtree Corners, GA 30092

Anthony Pappas
770-368-1399
apappas@fg-inc.net

Description: The job included the following principal elements:

Demolition of existing playground facility
Grubbing and removal of invasive species along creek bank
Storm drain and grading
Curb & gutter
Sidewalks & handicap ramp
Stone masonry retaining/seat wall
Fencing and bollards
Erection of Owner-furnished pavilion
Landscaping, grassing, and erosion control

Contract Amount: Per Contract: \$185,000.00

Final: \$185,000.00

Contract Time: Per Contract: 120 days

Actual: 4/21/2020 – 11/20/2020
Delay due to Owner-furnished material

Willow Construction Project Description

Name: William McKinley Peters Park Site Improvements
Job # 2574

Owner: City of Tucker, Georgia
1975 Lakeside Parkway, Suite 350
Tucker, GA 30084

Rip Robertson
470-481-0205
crobertson@tuckerga.gov

Engineer: Root Design Studio
3469 Lawrenceville Hwy, Suite 204
Tucker, GA 30084

Michael Kidd
404-895-2253
mkidd@RootDStudio.com

Description: The job included the following principal elements:

Demo old playground equipment and parking areas
Furnish and install new playground equipment
Grading and storm drainage
Concrete sidewalks
Asphalt Paving of parking lot
Landscaping

Contract Amount: Per Contract: \$346,000

Final: \$343,178

Contract Time: Per Contract: 180 days

Actual: 6/1/2020 – 3/31/2021

Willow Construction Project Description

Name: William R. Probst Memorial
Job # 2608

Owner: City of Tucker, Georgia
1975 Lakeside Parkway, Suite 350
Tucker, GA

Rip Robertson
678-951-2175
rrobertson@tuckerga.gov

Engineer: Root Design Studio
3469 Lawrenceville Hwy, Suite 204
Tucker, GA 30084

Michael Kidd
404-895-2253
mkidd@RootDStudio.com

Description: The job included the following principal elements:

Granite chimney
Granite seat walls
Paver Plaza
Wood observation deck

Contract Amount: Per Contract: \$129,611.00

Final: \$129,611.00

Contract Time: Per Contract: ??? days

Actual: 10/01/2021 – 05/31/2022

APPENDIX B**RFP PW 25-01
REFERENCES**

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

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

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

See attached Reference Project Descriptions



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 _____ other Public benefit _____ (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? South Carolina driver's 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, Mark A. Gravel (representative for) Willow Construction, Inc.
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

[Signature] 9/27/2024
Signature of Applicant Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF September

Executed in Powder Springs (City), Georgia (State)

[Signature]
NOTARY PUBLIC Signature

May 25, 2025
My Commission Expires



APPENDIX F
RFP PW 25-01
ACKNOWLEDGEMENT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
#1	9/16/2024	MAA

☐ No addenda were received:

Acknowledged for: Willow Construction, Inc.
(Name of Firm)


Signature of Authorized Representative

Mark A. Gravel

Name (Print or Type)

President

Title

9/27/2024

Date

Attachment: CON Willow Construction Contract (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

APPENDIX G
RFP PW 25-01
PACKET CHECKLIST

FIRM NAME: Willow Construction, Inc.

PROJECT: Johnson Dean Preserve

DATE: 9/27/2024

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

✓ Packet Checklist (attached to proposal package)

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

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

✓ Certificate of Liability Insurance

✓ E-Verify Contractor & SAVE Affidavits

✓ Reference Form

Mail or deliver to:
 Charlene Marsh
 City of Norcross – PW Department
 345 Lively Avenue
 Norcross, GA 30071



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we WILLOW CONSTRUCTION, INC. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto CITY NORCROSS as obligee, hereinafter called the Obligee, in the sum of FIVE Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for JOHNSON DEAN PARK RFP PW 25-01.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 20th day of SEPTEMBER, 2024.

WILLOW CONSTRUCTION, INC.
(Principal)

BY: _____

TITLE: _____

SureTec Insurance Company

BY: _____

MARLA HILL, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Howard Cowan, Marla Hill

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

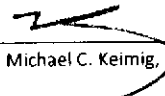
Twenty Million and 00/100 Dollars (\$20,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

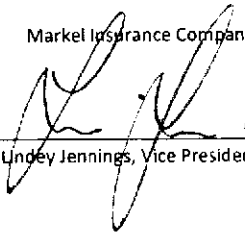
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



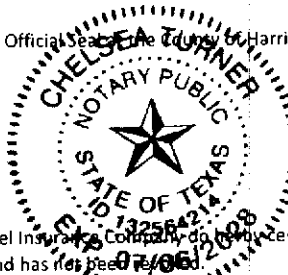
Markel Insurance Company

By: 
Underly Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the True Copy of Harris, the day and year first above written.

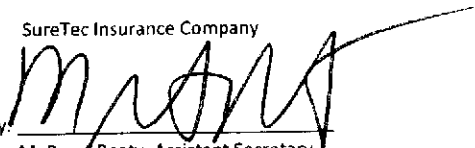


By: 
Chelsea Turner, Notary Public
My commission expires 7/6/2028

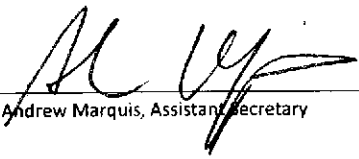
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 20th day of SEPTEMBER, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. 4221762
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

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

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

PRODUCER
Waites & Foshee Insurance, a division of Oakbridge Insurance
P.O. Box 4803
Lagrange, GA 30241

CONTACT NAME: Kasey DeFore
PHONE (A/C, No, Ext): (478) 330-6319 **FAX (A/C, No):** (478) 743-0589
E-MAIL ADDRESS: kdefore@oakbridgeinsurance.com

INSURED
Willow Construction, Inc.
3970 Flint Hill Road
Powder Springs, GA 30127

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Frankenmuth Insurance Company	13986
INSURER B:	Navigators Insurance Company	42307
INSURER C:	Old Republic Insurance Company	24147
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		6707843	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER: General Aggregate					
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		6707842	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0		GA22EXCZ00Q5JIC	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	MWC 305164 23	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		6707843	10/31/2023	10/31/2024	Borrowed Equipment 100,000
A	Equipment Floater		6707843	10/31/2023	10/31/2024	Leased/Rented Equip 500,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kasey DeFore



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: Johnson Dean Preserve Date of Project: 9/27/2024

Legal Name of Contractor: Willow Construction, Inc.

Address: 3970 Flint Hill Road City: Powder Springs State: GA Zip Code: 30127-2809

Federal Work Authorization User Identification Number (E-Verify Number): 213241 (4-6 digit numeric #)

Date of Authorization: 3/17/2007

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: 9/27/2024 Printed Name and Title of Authorized Officer/Agent: Mark A. Gravel, President

MUST BE COMPLETED BY NOTARY

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF September, 2024

Executed in Powder Springs (City), Georgia

[Signature]
NOTARY PUBLIC Signature

May 25, 2025
My Commission Expires





E-Verify Subcontractor Affidavit

O.C.G.A. § 13-10-91 (b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with WILLOW CONSTRUCTION, INC. on behalf of City of Norcross has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
132962
Date of Authorization
1 JULY 2008
Name of Subcontractor
LEWIS CONSTRUCTION & CONSULTING INC
Name of Project
JOHNSON DEAN PRESERVE
Name of Public Employer
NORCROSS GA

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

27 SEP 2024
W HILLMAN LEWIS, PRESIDENT

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 27 DAY OF September

 Executed in Powder Springs (City), Georgia (State)

NOTARY PUBLIC Signature

May 25, 2025
My Commission Expires


APPENDIX B – COMPENSATION FOR JOHNSON DEAN PRESERVE IMPROVEMENTS

Addendum 1
Johnson Dean Park
RFP PW 25-01

Attachment B:
APPENDIX E
COST PROPOSAL FORM

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

Firm Name: WILLOW CONSTRUCTION, INC.

Project Name: JOHNSON DEAN PARK RFP PW 25-01

Allowance: Tree Prescription and Implementation: \$ 5.0000

+ Base bid:
\$ 424,200.00

= Total Bid: \$ 429,200.00

Provide costs for the following Alternatives

Additive Alternate 1:

Provide Cree OSQ-M-B-4L-40K7-4M-UL-NM-BZ-Q9 with OSQ-BLSMF, 29W, 4440 lumens.
Provide photocell receptacle with photocell on fixture or a photocell in-line with the fixture circuit at the panelboard.

Provide Cree LPI-3C-15'-1-Z square straight steel pole with mounting accessories and concrete base.

Refer to Sheet E-2 Electrical Plans for more information

Additive Alternate 1 Cost: \$ 26,190.00

Additive Alternate 2:

Provide restroom/pavilion kit per Romtec or approved equal and services included for full services. Refer to ROMTEC plans Sheets 1, 2A, 2B, 3 and 4.

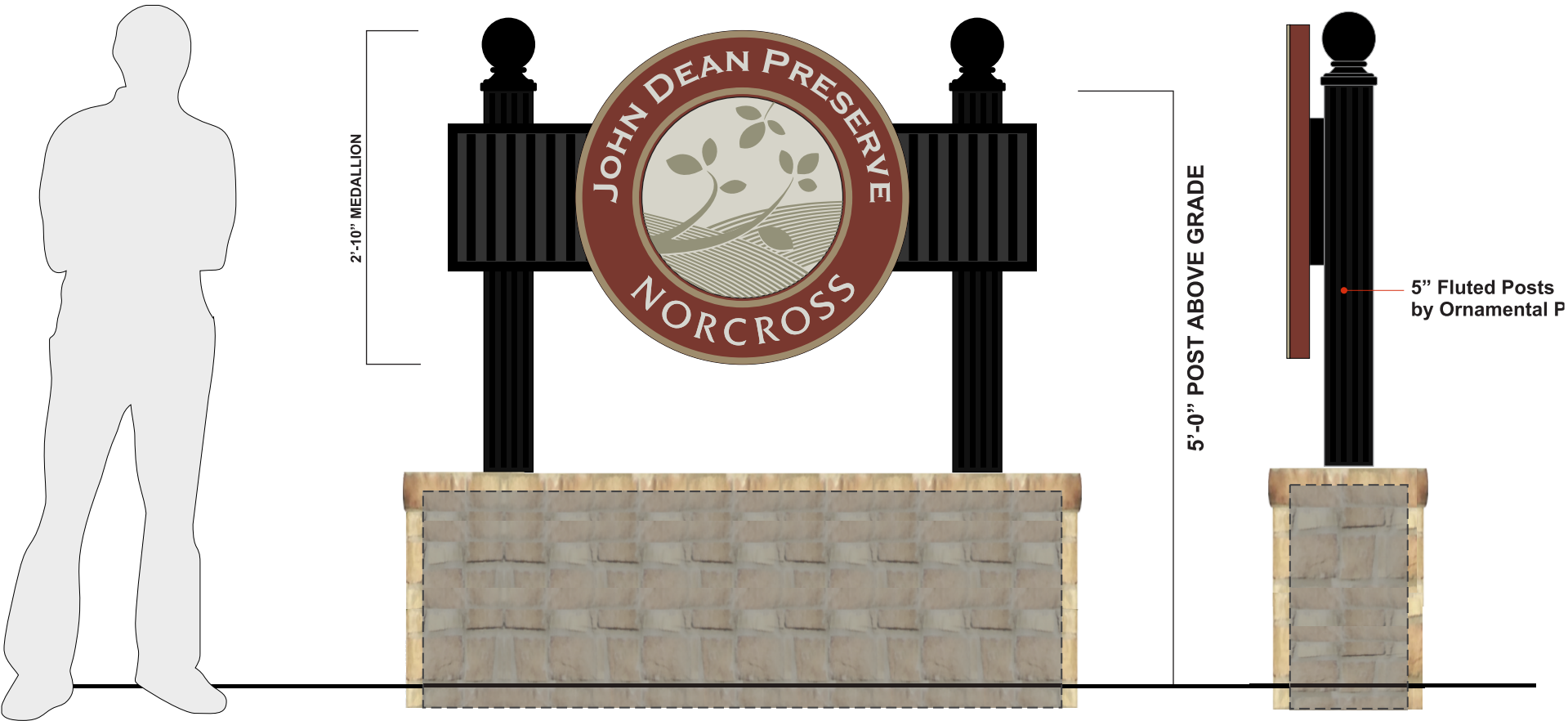
Provide grading, drainage and site work for concrete slab per plans

Provide utility connections from connection point adjacent to wall, under slab and to locations as indicated in restroom/pavilion kit drawings.

Additive Alternate 2 Cost: \$ 438,900.00

Attachment: CON Willow Construction Contract (24-7153 : Award of Contract for Johnson Dean Preserve Improvements)

SINGLE-FACED SIGN STRUCTURE



PROJECT: CITY OF NORCROSS	SALESMAN: MICHELLE	SCALE: 1"=1'-0"	ALL SKETCHES & DESIGNS OR ANY FACSIMILE THEREOF ARE THE COPYRIGHTED PROPERTY OF A1 SIGNS, INC.	IF USED OR CONSTRUCTED BY OTHERS, A1 SIGNS, INC. WILL BE DULY PAID FOR DESIGNS AND ARTWORK.	PRIMARY WIRING OF ADEQUATE VOLTAGE AND CIRCUITS TO SIGN FURNISHED & CONNECTED BY CUSTOMER	6334 BUFORD HWY / NORCROSS, GA 30071 A1Signs.com	
LOCATION: NORCROSS, GA	FILE: JOHN DEAN PRESERVE	DATE: 05/04/22					
CLIENT: CITY OF NORCROSS	ARTIST: DEANA	PAGE: _ OF _					

INITIALS
DATE

Packet Pg. 351

PROPOSAL

Contact Name:

Contact Phone:

Contact Email:

Submitted to

City of Norcross MJ

10 College Street

Norcross, Ga 30071

Jobsite / Project

Johnson Dean Preserve (1)

Masonry Base with 1 pole

park sign specs

Norcross, GA 30071

USA

A1 Sales Rep: Michelle Dorminey



Quote Number: 10786

Quote Date: May 17, 2022

Quote Expires: Jun 16, 2022

Quantity	Description	Unit Price	Amount
1.00	Sign #1 Fabricated to meet Standard Norcross park sign specs/ 1 pole layout / Double sided Medillion	8,594.85	8,594.85
1.00	Masonry Base for 1 pole layout	2,539.35	2,539.35
1.00	Installation at Johnson Dean Preserve Park/ location tbd	2,539.35	2,539.35
The above prices include all components shown on the PDF drawing.			

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

All projects require 50% deposit before production begins

Any agreement outside standard procedure must be approved by management

Payment to be made as follows: 50% Deposit - Balance on Completion

If payment is made by credit card, an additional fee of 3.5% will be added

Subtotal 13,673.55

Taxable 8,594.85

Sales Tax

Non-Taxable Items 5,078.70

TOTAL \$ 13,673.55

PROPOSAL ACCEPTANCE :

The above prices, specifications and conditions are satisfactory and are accepted.
A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL



Signature on this proposal also indicates agreement to Terms & Conditions listed on PAGE 2

PROPOSAL

Contact Name:

Contact Phone:

Contact Email:

Quote Number: **10787**

Quote Date: **May 17, 2022**

Quote Expires: **Jun 16, 2022**

Submitted to

City of Norcross MJ

10 College Street

Norcross, Ga 30071

Jobsite / Project

Johnson Dean Preserve (2)

Masonry Base with 2 poles

park sign specs

Norcross, GA 30071

USA

A1 Sales Rep: **Michelle Dorminey**



Quantity	Description	Unit Price	Amount
1.00	Sign #2 Fabricated to meet Standard Norcross park sign specs/ 2 poles layout / Single sided Medillion	8,282.45	8,282.45
1.00	Masonry Base for 2 pole layout	3,878.05	3,878.05
1.00	Installation at Johnson Dean Preserve Park/ location tbd	3,019.50	3,019.50
The above prices include all components shown on the PDF drawing.			

We propose hereby to furnish labor and materials - complete in accordance with the above specifications.

All projects require 50% deposit before production begins

Any agreement outside standard procedure must be approved by management

Payment to be made as follows: **50% Deposit - Balance on Completion**

If payment is made by credit card, an additional fee of 3.5% will be added

Subtotal 15,180.00

Taxable 8,282.45

Sales Tax

Non-Taxable Items 6,897.55

TOTAL \$ 15,180.00

PROPOSAL ACCEPTANCE :

*The above prices, specifications and conditions are satisfactory and are accepted.
A1 Signs, Inc. is authorized to do the work as specified. Payment will be made as outlined above.*

AUTHORIZED SIGNATURE

TITLE

DATE

PAGE 1 of PROPOSAL



INITIAL

Signature on this proposal also indicates agreement to Terms & Conditions listed on PAGE 2



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

City of Norcross

Legislation Details (With Details)

File #:	24-7154	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Policy Work Session
Title:	Hazard Mitigation Plan		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Hazard Mitigation Plan](#)
2. [City of Norcross Hazard Mitigation Plan](#)
3. [Resolution for signature from Gwinnett County](#)
4. [Signed Resolution from August 3, 2020 \(Background\)](#)

Title

Hazard Mitigation Plan

Drafter

Len Housley

Motion

A motion to Approve/Deny the City of Norcross Hazard Mitigation Plan as an annex to Gwinnett County's Emergency Management Plan and Hazard Mitigation Plan and authorize the Mayor to sign the attached Resolution.



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

Agenda Report

To: Mayor and Council

From: Len Housley, Public Works Director

Meeting Date: November 4, 2024 – Regular Council Meeting

Item No.: 24- 7154

Title: Hazard Mitigation Plan

CC: Eric Johnson, City Manager

Recommendation

1. Approve City of Norcross Hazard Mitigation Plan as an annex to the Gwinnett County's Emergency Management Plan and Hazard Mitigation Plan.
2. Council approve and Mayor sign Resolution.

Background

City of Norcross is one of the sixteen cities in Gwinnett County that fall under the County's Hazard Mitigation Plan. However, each city is responsible for its own Individual Jurisdiction Mitigation Action Plans.

The Federal Emergency Management Agency (FEMA) requires state and local governments to prepare hazard mitigation plans as a precondition for receiving FEMA Hazard Mitigation Assistance grant funding. Those plans must be completely updated every five years and Gwinnett County's plan is in the final stages. Over the past two years, staff from the Gwinnett County's Office of Emergency Management have worked closely with our staff during the 2025 update to the county Hazard Mitigation Plan. That plan is now in the final approval stage at FEMA, conditional upon adoption by the county and all municipalities.

In order for the City of Norcross to be eligible for federal funding for hazard mitigation, a resolution must be adopted as part of the Gwinnett County Multi- Jurisdictional Hazard Mitigation Plan.

Financial Impact

None at this time. Sets the conditions for Grant approval.

Consistent with Comprehensive Plan? Yes

Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment.

Next Steps

Mayor and Council approve Hazard Mitigation Plan and Sign Resolution.

Attachments

- City of Norcross Hazard Mitigation Plan
- Resolution for signature from Gwinnett County
- Signed Resolution from August 3, 2020 (Background)

Update

CITY OF NORCROSS, GEORGIA

MITIGATION ACTION PLAN

Geography and History

Located northeast of Atlanta in Gwinnett County, Norcross is a thriving, dynamic city of about 17,000 residents. Over the past decades, the city has grown to become a major employment destination in the region as well as an increasingly attractive place to settle down and raise a family.

The City of Norcross (City) is located at 33°56'19"N, 84°12'31"W (33.938551, -84.208630). According to the U.S. Census Bureau, the City has a total area of 6.01 square miles (10.6 km²), of which 5.77 square miles (14.9 km²) is land and 0.24 percent of it is water.

The City of Norcross was founded by J.J. Thrasher and named after his good friend, Jonathan Norcross, who happened to be a former Mayor of Atlanta. It was incorporated on October 26, 1870, making it Gwinnett County's second oldest city.

With the creation of the Richmond-Danville Railroad and the help of John J. Thrasher, Norcross was born. With the building of the Brunswick Hotel in 1856, Norcross became known as a resort-like area. People from all over migrated to the area in order to be near the railroad and to build houses, churches and schools.

Norcross still preserves its historic center as a nineteenth century railroad town, but it is on the upswing as new restaurants and shops move downtown and as a new generation of citizens join.

Significant Characteristics

Norcross Baseball Hall of Fame has a great display of local baseball memorabilia, including a vintage uniform, autographed baseballs and bats, trophies and more. It is located in the City's Welcome Center.

Lionheart Theater Company is a community theater where professionals and talented amateurs provide affordable quality entertainment.

The City of Norcross also maintains the following city parks: Bety Mauldin, Discovery Garden, Heritage, Johnson-Dean, Lillian Webb, Norcross Historic Cemetery, Pinnacle, Rossie Brundage, Thrasher, Veterans, and Summerour.

Arts, culture, and history are becoming increasingly important areas of focus for Norcross. Arts and culture anchors in the community include the Lionheart Theater, located next to Lillian Webb Park and the Norcross Welcome Center and Museum. The City is also strong in special events, with signature events like Friday Night concerts and the Gateway International Festival that draw visitors from all over the region.

Population and Demographics

Per the 2020 Census data, there are 17,706 people and 6,083 households in the City. The racial makeup of the City is 31.2 percent White, 39.8 percent Hispanic or Latino (of any race), 25.5 percent African American, 0.1 percent Native American, 13.4 percent Asian, 0 percent Pacific Islander, and 9.6 percent from two or more races.

There are 6,083 households, of which 22.4 percent include children under the age of 6, 40.6 percent include children under the age of 18, and 14.7 percent have someone who is 65 or older. The average household size is 2.86.

The median age of a Norcross resident is 33 years old. In the City the population is spread out, with 29.2 percent under the age of 18, 6.6 percent from 18 to 24, 40.5 percent from 25 to 44, 23.2 percent from 45 to 64, and 7.4 percent who are 65 or older.

The City's population has grown by 94.23 percent annually since 2010.

Economy

The median income for a household in the City is \$70,403. Males have a median income of \$39,007 versus \$35,519 for females. The per capita income for the City is \$33,686. About 12 percent of families and 15 percent of the population are below the poverty line, including 28 percent of individuals under the age of 18 and 10.3 percent age 65 or over. Median list price for homes in Norcross is \$359,900 and the Median home sold price is \$390,000 as of August 2024.

Some of the local companies in Norcross include Waffle House Corporate, Birchwood Foods, Zerorez, Advance Disposal, Digitrax, Unisource, Institute of Industrial Engineers, Salwa, Reddy US Therapeutics, Avalon International, Hitachi Koki USA, Ltd., The Athlete's Foot, Woody's Halfpipe, EMS Technologies, FinishLine, Technologies, Visix, American Megatrends, FIS, Car Max, Fed Ex Ground, NAPA, Archway, and 7up Snapple.

Norcross-area historical tornado activity is above the Georgia state average. It is 108 percent greater than the overall U.S. average.

On November 22, 1992, an F4 tornado with maximum wind speeds of 207-260 miles per hour (mph) struck 20.4 miles away from the City center, injuring 46 people and causing between \$5 million and \$50 million in damages.

On April 3, 1974, an F4 tornado struck 30.6 miles away from the City center, killing six people and injuring 30 others. Damages were estimated between \$500,000 and \$5 million.

Table 1
City of Norcross Home Values based on Square Footage

Square Feet	Value	# of Homes
324 – 1423.3 sq. ft.	\$63,504 to \$278,966	852
1423.4 to 1780 sq. ft.	\$278,966 to \$348,880	850
1781 to 2344 sq. ft.	\$348,880 to \$459,424	855
2345 to 6134 sq. ft.	\$459,424 to \$1,202,264	845

The above average is based on the range of square footage, 320 sq. ft. to 6,134 sq. ft. multiplied by \$196.00 per square foot. The estimated replacement value to single family homes is between \$165 to \$230 per sq. ft. and the median being \$196 used to determine the value.

Infrastructure

The Norcross Police Department covers an area of 6.01 square miles. As of 2024, it consists of 73 total personnel: 52 sworn officers, 1 Part-Time sworn officer, 19 full-time civilians, and 1 part-time civilian employee. The Norcross Police Department was re-rewarded State Certification in 2023. The Department is also CALEA certified, and successfully submitted all CALEA requirements for an expected renewal set for late 2024 early 2025.

Fire services are provided to Norcross by the Gwinnett County Department of Fire and Emergency Services.

The City of Norcross through Capital Investment is building a new Public Safety Building to house the Police Department and the Court House. Project is underway and is expected to be completed in March 2026.

Gwinnett County Public Schools have the following schools in Norcross.

Table 2
Norcross School Infrastructure

School	Type	Enrollment
Baldwin	Elementary	944
Norcross	Elementary	767
Susan Stripling	Elementary	815
Summerour	Middle	1,410
Paul Duke STEM	High	1510
Norcross	High	2,313
Gwinnett Intervention Education Center West	Alternate 6-12	222

Land Usage

The City has a total area of 6.01 square miles (10.6 km²), of which 5.77 square miles (14.9 km²) is land and 0.24 percent is water. The city is slightly over 6 square miles in size, with significant amounts of space devoted to business: 17 percent of the city's land use is industrial, and 12 is office/professional or commercial/retail. Although the City's annexations in 2011 and 2012 greatly increased the amount of low-density residential (today it is only 15 percent of total land use), this is still a smaller proportion of land use than most communities in the Atlanta region. This is also true of medium density and high density residential, which only make up 8 percent of the total land use. medium-density or high-density residential uses. This is a comparatively small percentage overall of residential uses compared to most jurisdictions in Gwinnett County. Part of the reason for this is the large amount of land devoted to business: 17.35 percent of Norcross is used for Light Industrial, 7.09 percent is Commercial/Retail, and an additional 5.48 percent is Office/Professional. Very little land is currently left undeveloped, only 8.74% or 338 acres.

Public Safety/Police Department

The City of Norcross Police Department is trained and ready to respond to all types of hazards. They have established Policies and Standard Operating Procedures to protect and defend our community.

- Emergency Management-Aug 2018
- Severe Weather System and Procedures-Sept 2017
- Emergency Mobilization Plan Aug 2018
- All Hazards Plan -Oct 2020
- Continuity of Operations Plan-Sept 2022
- Active Threats/Active Shooter-Oct 2017
- Response to Civil Disorder-Oct 2017

Legal and Regulatory Capabilities

The Legal and Regulatory Capability survey documents authorities available to the jurisdiction and/or enabling legislation at the state level affecting planning and land management tools that support local hazard mitigation planning efforts. The identified planning and land management tools are typically used by states and local and tribal jurisdictions to implement hazard mitigation activities.

Regulatory Tools/Plans	Regulatory Type: Ordinance Resolution Codes Plans, Etc.	Reference Number	Date Adopted	Local Authority	State Prohibited	Higher Authority
Building Codes	City Code and the Development Regulations	Chapter 300, Article III, Unified Development Ordinance	6/4/2019	Y	N	N
Capital Improvements Plan	Referenced in City Code	Chapter 2 - Article VI Chapter 16 - Article II		Y	N	N
Comprehensive Plan	2045 Comprehensive Plan		4/4/2024	Y	N	N
Continuity of Operations/Continuity of Government (COOP/COG) Plan	County COOP/COG Plan			N	N	Y
Community Rating System	County Rating			N	N	Y
Economic Development Plan	County Plan			N	N	Y
Emergency Management Accreditation Program Certified				N	N	Y
Emergency Response Plan	County Emergency Operations Plan (EOP)			N	N	Y
Flood Management Plan	City Code and the Development Regulations	Chapter 400, Article IV, Unified Development Ordinance	6/4/2019	Y	N	N
Growth Control Ordinance	Development Regulations	Chapter 400, Unified Development Ordinance	6/4/2019	Y	N	N
Hazard Setback Regulations						

Historic Ordinance	City Code	Chapter 200, Article 1, Division 6, Section 201-32, Unified Development Ordinance	6/4/2019	Y	N	N
National Flood Insurance Program Participant	City Code	Chapter 400, Article IV, Unified Development Ordinance	6/4/2019	N	N	Y
	City Code of Ordinances	Chapter 16	9/12/2005			
Post-Disaster Recovery Plan	County EOP			N	N	Y
Real Estate Disclosure	Real Estate Commission			N	N	Y
Site Plan Requirements	City Code	Chapter 400, Article III, Chapter 100, Article V, Unified Development Ordinance	6/4/2019	Y	N	N
Subdivision Regulations	City Code, Development Regulations	Chapter 400, Article III, Unified Development Ordinance	6/4/2019	Y	N	N
Zoning Ordinances	City Code and the Planning and Zoning Code of Ordinances	Chapter 100 and 200, Unified Development Ordinance	6/4/2019	Y	N	N

Administrative and Technical Capabilities

The City of Norcross has a number of administrative and technical capabilities. City departments include Economic Development, City Clerk, Community Development, Downtown Manager, Court Services, Information Technology, Police, Public Works, Utilities and Parks, Public Relations/Marketing, and Human Resources. The City government includes a Mayor and five Council Members. The administrative functions of the City are managed by the City Manager, Assistant City Manager, and the City Clerk.

Mitigation Actions

Each jurisdiction participating in this Plan is responsible for implementing specific mitigation actions as prescribed in the adopted mitigation action plan. In each mitigation action plan, every proposed action is assigned to a specific local department or agency in order to assign

responsibility and accountability and increase the likelihood of subsequent implementation. This approach enables individual jurisdictions to update their unique mitigation strategy as needed without altering the broader focus of the countywide Plan. The separate adoption of locally specific actions also ensures that each jurisdiction is not held responsible for monitoring and implementing the actions of other jurisdictions involved in the planning process. A complete list of countywide mitigation strategies and additional action information is provided in Section 5 of the Gwinnett County Hazard Mitigation Plan.

Table 4
Mitigation Actions

Action	Action/Project Description	Jurisdiction	Responsible	Estimated Cost	Est. Benefit	Funding Sources	Timeframe	Status	New/ Existing Infrastructure	Additional action information	
Goal 1: Reduce Gwinnett County's risk and vulnerability to severe winter storms											
Objective 1.1: Increase citizen severe winter storm awareness, preparedness, and response											
Objective 1.2: Improve first responder capability to prepare for, respond to, and recover from severe winter storms											
Objective 1.3: Improve Gwinnett County's capability to prepare for, respond to, and recover from severe winter storms											
1.3.13	Identify and bury utility lines in densely populated and commercial areas in the City of Norcross	City of Norcross	City Officials, Public Works	\$2 Million	\$2 Million	City Budget, Grants	2025-2030	Ongoing	Existing		
1.3.14	Purchase and install generators at City of Norcross Community Center	City of Norcross	City Officials	\$250,000	\$200,000	City Budget, Grants	2025-2030	Ongoing	Existing		
1.3.15	Purchase winter weather salting and sanding equipment	City of Norcross	City Officials, Public Works	\$50,000	\$200,00	City Budget, Grants	2025-2030	Ongoing	New		

Goal 2: Minimize losses of life and property due to high winds from severe thunderstorms and windstorms in Gwinnett County, including all municipalities. *These actions also can apply to Hurricane(s) and Tropical Storms

NOTE: Goal 1, Objective 1.3, 1.3.13 & 1.3.14 Items listed are also applicable to Goal 2.

Objective 2.1: Increase citizen severe thunderstorm/windstorm awareness, preparedness and response

Objective 2.2: Improve Gwinnett County's capability to prepare for, respond to, and recover from severe weather events, including thunderstorms and windstorms

Goal 3: Minimize the impacts of tropical storms and hurricanes in Gwinnett County, including municipalities

NOTE: Goal 1, Objective 1.3, 1.3.13 & 1.3.14 Items listed are also applicable to Goal 3.

Objective 3.1: Enhance advance warning and preparedness capabilities

Goal 4: Reduce the loss of life and property caused by tornadoes in Gwinnett County

Objective 4.1: Improve Gwinnett County's capability to prepare for, respond to, and recover from severe weather events including tornadoes

Goal 5: Reduce Gwinnett County's risk and vulnerability to lightning.

Objective 5.1: Increase citizen lightning awareness.

5.1.3	Purchase and install equipment for all city parks to alert citizens of lightning during inclement weather	City of Norcross	City Officials	\$250,000	\$250,000	City Budget, Grants	2025-2030	Ongoing	Existing		
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Objective 5.2: Improve Gwinnett County's capability to prepare for, respond to, and recover from severe weather events involving lightning and its effects

Goal 6: Minimize losses of life and property in Gwinnett County due to wildfires

Objective 6.1: Protect critical facilities and vulnerable populations from the effects of wildfires.

Objective 6.2: Encourage the protection of residential and commercial structures.

Goal 7: Reduce Gwinnett County's risk and vulnerability to flood events.

Objective 7.1 Improve Gwinnett County's flooding information distribution and warning to citizens.

7.1.6	Maintain NFIP Status for Flood Mitigation	City of Norcross	City Officials	\$5,000	\$100,000	City Budget, Grants	2025-2030	Ongoing	Existing		
Objective 7.2: Improve Gwinnett County's capability to prepare for, respond to, and recover from flood events.											
7.210	Upgrade Stormwater pipes and improve stormwater ditches	City of Norcross	City Officials	\$4 Million	\$2 Million	City Budget, Grants	2025-2030	Ongoing	Existing		
Goal 8: Minimize agricultural and property losses in Gwinnett County resulting from drought conditions.											
Objective 8.1: Protect critical facilities and vulnerable agriculture from effects of drought conditions											
Goal 9: Reduce Gwinnett County's risk and vulnerability to earthquake events.											
Objective 9.1: Improve Gwinnett County's earthquake information distribution and warning to citizens.											
Goal 10: Reduce Gwinnett County's risk and vulnerability to dam failure events											
Objective 10.1: Improve Gwinnett County's capabilities to prepare for and respond to a dam failure											
Goal 11: Reduce Gwinnett County's risk and vulnerability to cyber security attacks.											
Objective 11.1: Reduce Gwinnett County's risk and vulnerability to cyber security attacks.											
Goal 12: Reduce Gwinnett County's risk and vulnerability to hazardous materials events.											
Objective 12.1: Increase citizen hazardous materials event awareness, preparedness, and response.											
Objective 12.2: Improve first responder capability to prepare for, respond to, and recover from hazardous materials events.											
Objective 12.3: Improve Gwinnett County's capability to prepare for, respond to, and recover from hazardous materials events.											
Goal 13: Reduce Gwinnett County's risk and vulnerability to pandemic/epidemic events											
Objective 13.1: Improve Gwinnett County's pandemic/epidemic information distribution and warning to citizens											

Objective 13.2: Improve Gwinnett County's first responder capabilities to prepare for and respond to pandemic/epidemic events

Objective 13.3: Improve Gwinnett County's capability to prepare for, respond to, and recover from pandemic/epidemic events

Goal 14: Reduce Gwinnett County's risk and vulnerability from domestic and international terrorism incidents

Objective 14.1: Increase citizen knowledge on domestic and international terrorism awareness, preparedness, and response

Objective 14.2: Improve first responder's capability to prepare for and respond to terrorism incidents.

Goal 15: Improve Gwinnett County's capability to reduce risk and vulnerability to all-hazards events.

Objective 15.1: Improve Gwinnett County's information distribution and warning capabilities to citizens

Objective 15.2: Improve Gwinnett County's first responder capabilities to

Objective 15.3: Improve Gwinnett County's capability to prepare for, respond to, and recover from all-hazard events.

15.3.10	Expand and update the 911 center facility	City of Norcross	City Officials	\$250,000	\$250,000	City Budget	2025-2030	Ongoing	Existing		
15.3.11	Purchase electronic signage for the City of Norcross	City of Norcross	City Officials	\$50,000	\$50,000	City Budget	2025-2030	Ongoing	Existing		
15.3.12	Coordinate and establish Safe Havens, Hurricane and tornado Shelters as needed	City of Norcross	City Officials	\$5,000	\$250,000	City Budget	2025-2030	Ongoing	Existing		

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**RESOLUTION
TO INCLUDE MUNICIPAL BOUNDARIES
AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the City of Norcross, Georgia, understands the need to develop a multi-jurisdictional hazard mitigation plan in order for the City to comprehend its vulnerability to natural and man-made hazards, and the actions needed to reduce or eliminate those risks.

WHEREAS, the City of Norcross, Georgia, realizes the development of such a plan is vital to the protection, health, safety and welfare of its citizens as well as its visitors.

WHEREAS, the City of Norcross, Georgia, understands that in order for the City to receive mitigation funding from the Federal Emergency Management Agency (FEMA), it must have a mitigation plan in place at the time of submitting a proposal.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF NORCROSS, GEORGIA, THAT THE CITY WILL WORK WITH GWINNETT COUNTY TO INCLUDE ITS MUNICIPAL BOUNDARIES AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

PASSED AND ADOPTED, this the _____ day of _____, 2024 by the Mayor and Governing Board of Norcross, Georgia, assembled in regular session.

BY: _____
MAYOR

ATTESTED:

BY: _____

Attachment: Resolution for signature from Gwinnett County (24-7154 : Hazard Mitigation Plan)

**RESOLUTION
TO INCLUDE MUNICIPAL BOUNDARIES
AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the City of Norcross, Georgia, understands the need to develop a multi-jurisdictional hazard mitigation plan in order for the City to comprehend its vulnerability to natural and man-made hazards, and the actions needed to reduce or eliminate those risks.

WHEREAS, the City of Norcross, Georgia, realizes the development of such a plan is vital to the protection, health, safety and welfare of its citizens as well as its visitors.

WHEREAS, the City of Norcross, Georgia, understands that in order for the City to receive mitigation funding from the Federal Emergency Management Agency (FEMA), it must have a mitigation plan in place at the time of submitting a proposal.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF NORCROSS, GEORGIA, THAT THE CITY WILL WORK WITH GWINNETT COUNTY TO INCLUDE ITS MUNICIPAL BOUNDARIES AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

PASSED AND ADOPTED, this the **3rd** day of **August** 2020 by the Mayor and Governing Board of Norcross, Georgia, assembled in regular session.

BY: 

MAYOR

ATTESTED:

BY: 

Attachment: Signed Resolution from August 3, 2020 (Background) (24-7154 : Hazard Mitigation Plan)

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Hazard Mitigation Plan

ADOPTION DATE: APRIL 21, 2020

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Charlotte J. Nash, Chairman	Yes	Yes
Jace W. Brooks, District 1	Yes	Yes
Ben Ku, District 2	Yes	Yes
Tommy Hunter, District 3	Yes	Yes
Marlene M. Fosque, District 4	Yes	Yes

On motion of Commissioner Fosque, which carried a **5-0** vote, the Resolution entitled, **Hazard Mitigation Plan**, as set forth below, is hereby adopted:

WHEREAS, Gwinnett County understands the need to develop a multi-jurisdictional hazard mitigation plan in order for the County to comprehend its vulnerability to natural and man-made hazards, and the actions needed to reduce or eliminate those risks; and

WHEREAS, Gwinnett County realizes the development of such a plan is vital to the protection, health, safety and welfare of its citizens as well as its visitors; and

WHEREAS, Gwinnett County understands that in order for the County to receive mitigation funding from the Federal Emergency Management Agency (FEMA), it must have a mitigation plan in place at the time of submitting a proposal; and

GCID: 20200341

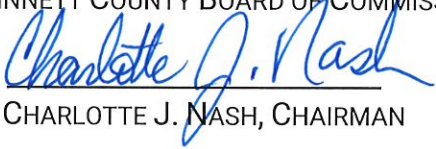
WHEREAS, Gwinnett County and its municipal governments are required to maintain a Pre-Disaster Mitigation Plan that fulfills the Federal requirements of the Disaster Mitigation Act of 2000; and

WHEREAS, Gwinnett County has updated its Multi-Jurisdictional Hazard Mitigation Plan that outlines the community's options to reduce overall damage and impact from natural and technological hazards; and

WHEREAS, the Updated Multi-Jurisdictional Hazard Mitigation Plan has been presented for public comment and reviewed by federal, state and local agencies, and was revised to reflect their concerns;

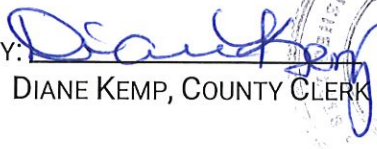
NOW, THEREFORE, THIS IS TO CERTIFY THAT THE GWINNETT COUNTY BOARD OF COMMISSIONERS FORMALLY ADOPTS THIS PRE-DISASTER HAZARD MITIGATION PLAN.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: 

CHARLOTTE J. NASH, CHAIRMAN

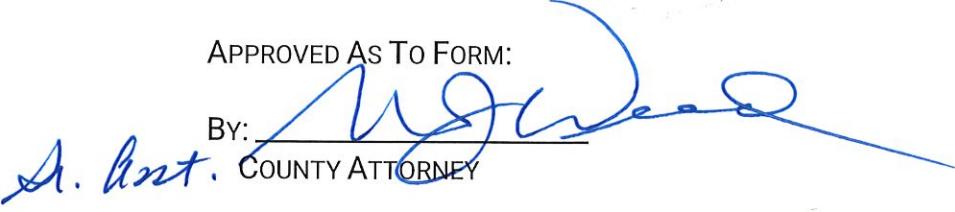
ATTEST:

BY:  (SEAL)

DIANE KEMP, COUNTY CLERK



APPROVED AS TO FORM:

BY: 

COUNTY ATTORNEY

Attachment: Signed Resolution from August 3, 2020 (Background) (24-7154 : Hazard Mitigation Plan)



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

City of Norcross

Legislation Details (With Details)

File #:	24-7157	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Policy Work Session
Title:	Purchase and Financing of 80 Wingo Street and 94 Wingo Street		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Purchase and Financing of 80 Wingo Street and 94 Wingo Street](#)
2. [Bond Authorizing Resolution](#)
3. [Intergovernmental Contract](#)
4. [Bond Payment Schedule](#)

Title

Purchase and Financing of 80 Wingo Street and 94 Wingo Street

Drafter

Jim Eyre

Motion

A motion to Approve/Deny the attached Resolution, approving and authorizing the issuance of a revenue bond of the Development Authority of the City of Norcross and the terms thereof; and approving certain documents in that connection, including an Intergovernmental Agreement and related matters.



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

Agenda Report

To: Mayor and Council

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

Meeting Date: November 4, 2024 – Regular Council Meeting

Item No.: 24-7157

Title: Purchase and Financing of 80 Wingo Street and 94 Wingo Street

CC: Eric Johnson, City Manager

Recommendation – The DDA recommends the purchase of 80 Wingo Street and 94 Wingo Street using private lender bond financing to acquire and renovate the properties. The renovated properties will provide additional commercial properties in the downtown business district to generate new business and job opportunities in the City's commercial core. The subject properties could, potentially, provide the opportunity to expand City owned parking in the downtown area with a more efficient parking lot to the south and west of City Hall.

Background – The DDA has executed a Purchase and Sale Agreement for the properties at 80 Wingo Street and 94 Wingo Street.

The terms of the 80 Wingo Agreement include: (i) \$629,200 Purchase Price; (ii) \$5,000 Earnest Money paid by the DDA; (iii) 90 day Inspection Period; (iv) Closing on or before 12/20/24. The subject property includes 0.38 acres developed with a 2,376 square foot structure. The subject property is contiguous to City property on 2 sides and 94 Wingo on one side.

The terms of the 94 Wingo Agreement include: (i) \$469,000 Purchase Price; (ii) \$5,000 Earnest Money paid by the DDA; (iii) 90 day Inspection Period; (iv) Closing on or before 11/21/24 (an extension through 12/20/24 is anticipated). The subject property includes 0.34 acres developed with a 1,968 square foot structure. The subject property is contiguous to City property on 1 side and 80 Wingo on 1 side.

The subject properties are currently leased on a month-to-month basis. The existing Leases will be terminated at Closing and the Tenants will vacate the premises within 59 days after Closing.



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

The DDA will retain the existing structure at 80 Wingo Street and 94 Wingo Street and renovate the structures pursuant to Norcross codes and ordinances for use as a commercial property.

Financial Consideration - The DDA bid the bond financing to several lenders and received the most favorable terms from Truist Bank. These terms include: (i) 15 year term; (ii) 5.00% interest rate; (iii) prepayable with no penalty after 5 years; (iv) \$1,465,000 Loan Amount for payment of a.) \$1,098,200 combined Purchase Price; b.) \$300,000 renovation costs, and; c.) \$65,000 bond origination costs. The bond payment is interest only for years 1-3 with principal and interest payments starting in year 4. The bond payment schedule is attached as an exhibit to this Agenda Report. The City would back the DDA bond sold to Truist Bank and it would be issued on a parity with the Brunswick parking deck debt secured by a pledge not to exceed 3 mills of City property tax. If there was no income from 80 and 94 Wingo Street, the debt payment would be equivalent to approximately 0.11mils based on the 2023 tax digest.

The DDA expects to pay the required bond payments in years 1-3 from available sources and will contribute toward the payment of the bond 100% of the rental income received from the renovated structures beginning in year 4. The City will pay any shortfall in the bond payments pursuant to the attached Intergovernmental Contract between the City and the DDA.

Requested Action - The DDA is requesting Council approve, subject to final review and approval by the City Attorney, the attached (i) Bond Authorizing Resolution, and; (ii) Intergovernmental Contract between the City and DDA to allow the DDA to issue bonds to acquire and renovate the properties at 80 Wingo Street and 94 Wingo Street for commercial use.

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

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

Next Steps: Upon approval by Council of the attached Bond Authorizing Resolution and Intergovernmental Contract, the DDA will pursue validation of the bond issuance by Gwinnett Superior Court and move to close the financing and purchase of the properties on or before December 20, 2024.

Attachments:

1. Bond Authorizing Resolution;
2. Intergovernmental Contract;
3. Bond Payment Schedule.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORCROSS, GEORGIA APPROVING AND AUTHORIZING THE ISSUANCE OF A REVENUE BOND OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS AND THE TERMS THEREOF; AND APPROVING CERTAIN DOCUMENTS IN THAT CONNECTION, INCLUDING AN INTERGOVERNMENTAL CONTRACT, AND RELATED MATTERS

WHEREAS, the Downtown Development Authority of the City of Norcross (the “Authority”) was duly created and is validly existing pursuant to the Downtown Development Authorities Law (O.C.G.A. § 36-42-1 *et seq.*, as amended, the “Act”); and

WHEREAS, the City of Norcross, a municipal corporation of the State of Georgia (the “City”) is governed by an act of the General Assembly of the State of Georgia (Ga. Laws 1990, pp. 4934 *et seq.*), as heretofore or hereafter amended (the “Charter”); and

WHEREAS, (i) under the Act, the Authority is empowered to (a) undertake any “project,” which includes the acquisition, construction, equipping, maintenance and operation of projects determined by the Authority to be for industrial, commercial, business, parking, public, or other uses, (b) issue revenue bonds so as to finance in whole or in part the cost of the acquisition and construction of such projects, and (c) make contracts for the acquisition or construction of any project, or with respect to the use and management of any project; (ii) under the Charter, the City is authorized to acquire, dispose of, and hold in trust or otherwise any real, personal or mixed property, in fee simple or lesser interest, inside or outside the property limits of the City [and to undertake public improvements including the acquisition, construction, building, operation and maintenance of parking facilities and other infrastructure projects]; and

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

WHEREAS, in accordance with O.C.G.A. § 48-5-350, the City may levy and collect an annual tax to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities; provided, however, that the tax for such purpose shall not exceed three (3) mills per dollar upon the assessed value of the taxable property in the City; and

WHEREAS, after consultation with the City, the Authority proposes to acquire, renovate and improve two commercial properties located at 80 Wingo Street and 94 Wingo Street, together with related infrastructure and improvements, including parking facilities (the “Project”), within the City limits for the purpose of promoting trade, commerce, industry and employment opportunities, and to provide parking for the general public within the City within

the City; and

WHEREAS, the Authority has found and determined that (a) the Project does and will develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities by revitalizing and redeveloping the central business district of the City, and (b) the Project is a qualified project under the Act and an “undertaking” under the Revenue Bond Law; and

WHEREAS, the City has been informed by officers of the Authority that the Authority now proposes to issue its Taxable Revenue Bond (Wingo Street Project), Series 2024, in the principal amount of \$1,465,000 (the “Bond”), for the purpose of acquiring, renovating and improving the Project and paying the costs of issuing the Bond, and the City desires to support the acquisition, renovation and improvement of the Project and the issuance of the Bond in order to revitalize and redevelop the central business district of the City; and

WHEREAS, the Authority and the City propose to enter into an Intergovernmental Contract, dated as of [Doc. Date] or the first day of the month in which the Bond is actually issued (the “Intergovernmental Contract”), pursuant to which the Authority will agree, among other things, to issue the Bond to pay the costs of acquiring, renovating and improving the Project for the purpose of promoting trade, commerce, industry and employment opportunities within the City, and the City will agree, among other things, (a) to pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bond, and (b) to the extent funds are not available for such payments from another source, to levy an ad valorem property tax up to a maximum of 3 mills on all property in the City subject to such tax in order to make such payments; and

WHEREAS, attached hereto is the form of the Intergovernmental Contract; and

WHEREAS, the Authority and the City are parties to that certain Intergovernmental Contract dated as of December 1, 2020 (the “Prior Contract”), pursuant to which the Authority issued its Taxable Revenue Refunding Bond (Parking Facilities Project) in the original principal amount of \$9,665,000, and the Intergovernmental Contract represents an “Additional Contract” as defined in the Prior Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Norcross, Georgia (the “City Council”) as follows:

Section 1. The execution, delivery and performance of the Intergovernmental Contract is hereby authorized. The Mayor, or Mayor Pro Tem in the Mayor’s absence, and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Contract on behalf of the City, which Intergovernmental Contract shall be in substantially the form attached hereto as Exhibit “A”, with such minor changes, insertions or omissions as may be approved by the Mayor, or Mayor Pro Tem in the Mayor’s absence, and the City Clerk of the City, and the execution of the Intergovernmental Contract by the Mayor, or Mayor Pro Tem in the Mayor’s absence, and the City Clerk of the City, as hereby authorized, shall be conclusive evidence of any such approval.

Section 2. The City Council hereby acknowledges that it has received a copy of the Bond Resolution, and hereby approves the terms and provisions thereof.

Section 3. The proper officers of the City are authorized to participate in and file all documents necessary or desirable in connection with the validation of the Bond in the Superior Court of Gwinnett County, pursuant to Georgia law.

Section 4. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Bond and the execution, delivery and performance of the Intergovernmental Contract are hereby ratified, approved and confirmed.

Section 5. No stipulation, obligation or agreement herein contained or contained in the documents authorized hereby shall be deemed to be a stipulation, obligation or agreement of any City Council member, officer, agent or employee of the City in his individual capacity, and no such City Council member, officer, agent or employee shall be personally liable on the Bond or be subject to personal liability or accountability by reason of the issuance thereof.

Section 6. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 7. This resolution shall take effect immediately upon its adoption.

Section 8. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Continued]

ADOPTED this November 4, 2024.

CITY OF NORCROSS, GEORGIA

By: _____
Craig Newton, Mayor

(SEAL)

Attest:

Monique Philip, City Clerk

Attachment: Bond Authorizing Resolution (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)

EXHIBIT A
INTERGOVERNMENTAL CONTRACT

Attachment: Bond Authorizing Resolution (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)

CITY CLERK'S CERTIFICATE

I, the undersigned City Clerk of the City Council of the City of Norcross, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution, which resolution was adopted by a majority of the members of the City Council in a meeting duly called and assembled on November 4, 2024, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said documents have been recorded in the minute book of the Board which is in my custody and control.

Witness my hand and seal of the City, this _____, 2024.

Monique Philip, City Clerk

(SEAL)

Attachment: Bond Authorizing Resolution (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)

INTERGOVERNMENTAL CONTRACT**by and between****DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF NORCROSS****and****CITY OF NORCROSS, GEORGIA****Dated as of [Doc. Date]**

The rights and interest of Downtown Development Authority of the City of Norcross in the revenues and receipts derived from this Intergovernmental Contract have been assigned and pledged under a Bond Resolution, adopted [Bond Res. Date], as amended and supplemented.

Attachment: Intergovernmental Contract (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)

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INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”) is entered into as of [Doc. Date], by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS** (the “Authority”), a public body corporate and politic of the State of Georgia, and the **CITY OF NORCROSS, GEORGIA** (the “City”), a municipal corporation of the State of Georgia.

W I T N E S S E T H:

WHEREAS, the Authority is a public body corporate and politic, its scope and jurisdiction encompassing all of the City of Norcross, created and existing pursuant to the Downtown Development Authorities Law (O.C.G.A. §36-42-1 *et seq.*, the “Act”); and

WHEREAS, the City is governed by an act of the General Assembly of the State of Georgia (Ga. Laws 1990, pp. 4934 *et seq.*), as heretofore or hereafter amended (the “Charter”); and

WHEREAS, (i) under the Act, the Authority is empowered to (a) undertake any “project,” which includes the acquisition, construction, equipping, maintenance and operation of projects determined by the Authority to be for industrial, commercial, business, parking, public, or other uses, (b) issue revenue bonds so as to finance in whole or in part the cost of the acquisition and construction of such projects, and (c) make contracts for the acquisition or construction of any project, or with respect to the use and management of any project; (ii) under the Charter, the City is authorized to acquire, dispose of, and hold in trust or otherwise any real, personal or mixed property, in fee simple or lesser interest, inside or outside the property limits of the City [and to undertake public improvements including the acquisition, construction, building, operation and maintenance of parking facilities and other infrastructure projects]; and (iii) under the Revenue Bond Law (O.C.G.A. §36-82-60 *et seq.*, as amended) (the “Revenue Bond Law”), the Authority and the City each have the power to, among others, issue revenue bonds for the purpose of providing parking facilities and other infrastructure projects; and

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, in accordance with O.C.G.A. § 48-5-350, the City may levy and collect an annual tax to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities; provided, however, that the tax for such purpose shall not exceed three (3) mills per dollar upon the assessed value of the taxable property in the City; and

WHEREAS, after consultation with the City, the Authority proposes to acquire, renovate and improve two commercial properties located at 80 Wingo Street and 94 Wingo Street, together with related infrastructure and improvements (the “Project”), within the City limits for the purpose of promoting trade, commerce, industry and employment opportunities, and to provide land for parking for the general public within the City; and

WHEREAS, the Authority has found and determined that (a) the Project does and will develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities by revitalizing and redeveloping the central business district of the City, and (b) the Project is a qualified project under the Act and an “undertaking” under the Revenue Bond Law; and

WHEREAS, the Authority now proposes to issue its Taxable Revenue Bond (Wingo Street Project), Series 2024 (the “Series 2024 Bond”), at the request of the City, in the principal amount of \$1,465,000, for the purpose of acquiring, renovating and improving the Project and paying the costs of issuance of the Bond, and has adopted a resolution on [Bond Res. Date] with respect to the issuance of the Bond (the “Bond Resolution”); and

WHEREAS, the Authority and the City propose to enter into this Contract, pursuant to which the Authority will agree, among other things, to issue the Bond to pay the costs of acquiring, renovating, and improving the Project for the purpose of promoting trade, commerce, industry and employment opportunities, and to provide land for parking for the general public within the City, and the City will agree, among other things, (a) to pay the Authority amounts sufficient to enable the Authority to pay the debt service on the Bond, and (b) to the extent funds are not available for such payments from another source, to levy an ad valorem property tax up to a maximum of 3 mills on all property in the City subject to such tax in order to make such payments; and

WHEREAS, the Authority and the City are parties to that certain Intergovernmental Contract dated as of December 1, 2020 (the “Prior Contract”), pursuant to which the Authority issued its Taxable Revenue Refunding Bond (Parking Facilities Project) in the original principal amount of \$9,665,000, and this Contract represents an “Additional Contract” as defined in the Prior Contract.

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

In addition to the words and terms elsewhere defined in this Contract and the Bond Resolution, the following words and terms as used in this Contract shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“Additional Contract” means a contract or supplemental agreement between the City and the Authority or any other development authority that is now existing or that may hereafter be created or activated, pursuant to the terms of which a payment obligation is created or expanded from the City to any such authority.

“Contract Payments” shall mean the payments described in Section 4.2(a) hereof.

“Contracts” means this Contract and all Additional Contracts.

“State” shall mean the State of Georgia.

“Term” shall have the meaning specified in Section 4.1 hereof.

ARTICLE 2

REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a governmental authority and public body corporate and politic duly created and organized under the Constitution and laws of the State. Under the provisions of the Act and the Revenue Bond Law, the Authority is authorized to (i) adopt the Bond Resolution, (ii) issue, execute, deliver and perform its obligations under the Bond, and (iii) execute, deliver and perform its obligations under this Contract and the Bond Resolution. The Bond Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Bond, and (ii) the execution, delivery and performance of this Contract and the Bond Resolution. The Bond Resolution, the Bond, and this Contract are valid, binding and enforceable obligations of the Authority.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) issuance of the Bond, or (ii) execution, delivery and performance of this Contract by the Authority, except as shall have been obtained as of the date hereof; provided, however, no representation is given with respect to any “blue sky” laws.

(c) The adoption of the Bond Resolution, the issuance of the Bond, and the authorization, execution, delivery and performance by the Authority of this Contract do not violate the Act, the Revenue Bond Law, the Authority’s bylaws, or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise

restrict or prevent the Authority from issuing the Bond, pledging the Contract Payments, this Contract, and the Pledged Revenues to the payment of the Bond or the refinancing of the Project, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Bond, the Bond Resolution, or this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the Authority or (2) the transactions contemplated by this Contract.

(e) The Authority is not in material violation of the Act, the Revenue Bond Law, its bylaws, any resolutions or ordinances of the City or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The Authority has found and determined that the Project develops and promotes for the public good and general welfare trade, commerce, industry and employment opportunities by revitalizing and redeveloping the central business district of the City.

Section 2.2 Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State, including specifically, the Charter. Under the Charter, the City is authorized to execute, deliver and perform its obligations under this Contract. The City has duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by the City, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Contract do not violate the laws or Constitution of the State, including the Charter, and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from entering into this Contract, (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this

Contract or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the transactions contemplated by this Contract.

(e) The City is not in material violation of its Charter, the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

ARTICLE 3

ISSUANCE OF THE BOND; PROCEEDS

Section 3.1 Agreement to Issue the Bond; Application of Bond Proceeds. The Authority agrees that it will issue the Bond as set forth in the Bond Resolution. The proceeds from the sale of the Bond shall be applied as provided in the Bond Resolution, and the City hereby approves the issuance of the Bond. The Authority has delivered a certified copy of the Bond Resolution, including all amendments and supplements thereto, to the City. The Bond is being issued for the purpose of promoting trade, commerce and industry and for the purpose of providing land for parking for the general public within the City. Following the issuance and sale of the Bond, and upon the schedule and in the manner determined by the Issuer, the Issuer will cause the Project to be acquired, and for renovations and improvements to be constructed in accordance with plans and specifications to be procured by the Issuer, from the proceeds of the Bond on deposit in the Project Fund.

Section 3.2 Financial Statements. The City shall provide to the Bondholder a copy of its annual financial statements within two hundred seventy (270) days of the end of the end of the City's fiscal year.

ARTICLE 4

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1 Effective Date of this Contract; Duration of Term. This Contract shall become effective as of [Doc. Date] and, subject to the other provisions of this Contract, shall expire on the later of (a) October 1, 20__, or if at said time and on said date the Bond has not been paid in full as to principal, interest and premium (if any), then on such date as such payment shall have been made, or (b) the date the Bond has been paid in full, but in no event in excess of fifty (50) years from the date hereof. In return for the Authority agreeing to operate the Project for the general public within the City, the City agrees to make the Contract Payments as provided in Section 4.2 hereof.

[Remainder of page intentionally left blank. Article continues]

Section 4.2 Contract Payments

(a) At least fifteen (15) days prior to each October 1 and April 1 of each year, commencing with April 1, 2025, the Authority shall make deposits to the Sinking Fund held by the Depository from revenues from the Project and from other legally available funds as described in the immediately succeeding sentence. If the date is fifteen (15) days prior to October 1, the Authority shall deposit to the Sinking Fund an amount sufficient to pay in full the principal of (whether at maturity or by sinking fund redemption) and interest on the Bond outstanding under the Bond Resolution coming due on such October 1, and if such date is fifteen (15) days prior to April 1, the Authority shall deposit an amount sufficient to pay in full the interest on the Bond outstanding under the Bond Resolution coming due on such April 1, and such deposits shall continue until provision has been made for the payment in full of the Bonds as to principal, interest and premium (if any).

(b) At least five (5) days prior to each October 1 and April 1 of each year, commencing with April 1, 2025, the City shall make the Contract Payments described in the immediately succeeding sentence, if required, to the Depository of the Sinking Fund, as described in the Bond Resolution. Notwithstanding anything in the Bond Resolution or herein to the contrary, if such date is five (5) days prior to October 1, the City shall pay an amount sufficient to enable the Authority to pay in full the principal of (whether at maturity or by sinking fund redemption) and interest on the Bond outstanding under the Bond Resolution coming due on such October 1, or if such date is five (5) days prior to April 1, the City shall pay an amount sufficient to enable the Authority to pay in full the interest on the Bond outstanding under the Bond Resolution coming due on such April 1, and such Contract Payments shall continue until provision has been made for the payment in full of the Bond as to principal, interest and premium (if any). Any amounts on deposit in the Sinking Fund on any date on which any payment is required to be made by the City pursuant to this Section 4.2(a) shall be credited against the obligation of the City to make payments to the Sinking Fund on that date.

(c) The Authority will also pay the reasonable fees and expenses of all custodians and depositories, the Paying Agent, Bond Registrar and Authenticating Agent and of their successors and assigns as provided by the Bond Resolution, such reasonable fees and expenses to be paid directly to the party to whom the payment is due when such reasonable fees and expenses become due and payable.

(d) The Authority will also pay any costs payable for transfers and exchanges of the Bond.

(e) In the event the City should fail to make any of the payments required in this Section 4.2, the item or installment so in Default shall continue as an obligation of the City until the amount in Default shall have been fully paid, and the City agrees to pay the same with interest thereon at the effective rate borne by the Bond, to the extent permitted by law, from the date thereof.

Section 4.3 Budget and Tax Levy to Pay Contract Payments.

(a) The obligations of the City to make the Contract Payments when due under Section 4.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the City as herein provided, and the City hereby pledges its full faith and credit to such payment and performance. In the event the amount of funds lawfully available to the City is not sufficient to pay the Contract Payments when due, the City shall levy an ad valorem tax on all taxable property located within the limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, but subject in all cases to a maximum of 3 mills. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Contract Payments required pursuant to Section 4.2 hereof and such lien is superior to any that can hereafter be made.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Contract Payments shall constitute a general obligation of the City and a pledge of the full faith and credit of the City, subject to the 3 mill limitation described in subsection 4.3(a) above, to provide the funds required to fulfill such obligation. Nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Contract Payments to the Sinking Fund Depository for deposit to the Sinking Fund for the Bond established in the Bond Resolution if for any reason the payment of such obligations shall not otherwise have been made.

Section 4.4 Obligations of City Hereunder Absolute and Unconditional. The obligations of the City to make the payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution and hereof, the City (a) will not suspend, abate, reduce, abrogate,

diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and (c) will not terminate the Term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Bond is unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract, or the Bond Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Bond Resolution; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Contract and to make the Contract Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

Section 4.5 Enforcement of Obligations. The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the owner of the Bond in accordance with the applicable provisions of the Bond Resolution and independently of the Authority, or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto.

ARTICLE 5

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1 No Warranty of Condition or Suitability by the Authority. THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY.

Section 5.2 Prepayment of the Bond. The Authority, at the written request of the City, at any time and if the Bond is then subject to prepayment, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable prepayment provisions of the Bond Resolution to effect prepayment of all or part of the Bond, as may be specified by the City, on the earliest date on which such prepayment may be made under such applicable provisions. The City shall also have the option to prepay Contract Payments and other

amounts payable under this Contract in such manner and amounts as will enable the Authority to prepay the Bond prior to maturity, in whole on any date or in part, as provided in the Bond Resolution. The Contract Payments and other amounts payable by the City in the event of its exercise of the option granted under this Section shall be (i), in the case of partial prepayment, the amount necessary to pay principal, all interest to accrue to the prepayment date and any prepayment expense, and (ii) in the case of a total prepayment, the amount necessary to pay and satisfy all amounts due.

Section 5.3 Further Assurances and Corrective Instruments, Recordings and Filings. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to facilitate the performance of this Contract.

Section 5.4 Parity Bond Covenants.

(a) So long as the Bond is outstanding, the City shall not:

(1) enter into an Additional Contract that creates a lien on the revenues to be derived from any tax to be levied by the City to fulfill its obligations hereunder, which is superior to the lien created hereunder,

(2) enter into any Additional Contract or agreement creating a lien on any such tax revenues for any purpose, other than debt service payments (including creation and maintenance of reasonable reserves therefor), superior to or on a parity with the lien created thereon to fulfill the obligations of the City hereunder, and

(3) enter into any Additional Contract that provides for payment to be made by the City from moneys derived from any tax to be levied by the City to fulfill its obligations hereunder if each annual payment of all amounts payable with respect to debt service or that are otherwise fixed in amount or currently budgeted in amount under all Contracts then in existence, together with each annual payment to be made under the proposed Additional Contract, in each future year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now allowed by law (*i.e.*, 3 mills) on the taxable value of property located within the territorial limits of the City subject to taxation for such purposes, as shown by the latest tax digest available immediately preceding the execution of any such Additional Contract.

(b) It is further expressly provided that so long as the Bond is outstanding, the City shall not hereafter enter into any Additional Contract that provides for payment to be made by the City from the 3 mills authorized under Section 48-5-350 of the Official Code of Georgia Annotated on all taxable property within the territorial limits of the City, for the purpose of providing debt service payments (including creation and maintenance of reserves therefor), unless the amount then capable of being produced by the levy of such 3

mills of ad valorem tax, as shown by the latest tax digest available immediately preceding the execution of such Additional Contract, is equal to at least one and twenty-five one-hundredths (1.25) times the maximum combined amount payable in any future year with respect to debt service under all existing Contracts and any such Additional Contract. Debt service for purposes of this paragraph (b) shall mean required payments of principal, including principal to be paid through mandatory redemption, interest, and amounts required to be paid for creation and maintenance of reasonable debt service reserves and to establish and maintain mandatory investment programs, less principal and interest received or to be received from investment of any of the foregoing amounts (except funds on hand or to be on hand in any debt service reserve) required to be applied to debt service in each year. The City shall furnish the Authority, not less than five (5) nor more than sixty (60) days prior to the date of execution and delivery of any such Additional Contract, a report of an independent certified public accountant to the effect that, based upon an affidavit of the Tax Commissioner of Gwinnett County as to the taxable value of property located within the territorial limits of the City, the requirements of this paragraph (b) have been met.

(c) For the purposes of subsections (a) and (b) above, debt service on all Contracts or Additional Contracts constituting Balloon Indebtedness shall be calculated from the date of calculation thereof over a term of 15 years with level annual debt service payments at an assumed interest rate in each case equal to the interest rate on the underlying Balloon Indebtedness secured by City's payment obligations. For purposes of this subsection (c), the term "Balloon Indebtedness" shall mean indebtedness as to which, when issued, 25% or more of the debt service thereon is due in a single year.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default Defined. The following shall be "events of default" under this Contract and the terms "event of default" or "default" shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the City to make the Contract Payments required to be paid under Section 4.2(a) hereof at the times specified therein;

(b) Failure by the City or the Authority to observe and perform any covenant, condition or agreement of this Contract on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the defaulting party by the nondefaulting party or a Bondholder; provided, however, if the failure stated in the notice cannot be corrected within the period specified herein, the nondefaulting party will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected; or

(c) An "event of default" shall have occurred under the Bond Resolution.

Section 6.2 Remedies on Default. Whenever any event of default referred to in Section 6.1 hereof shall have happened and be subsisting, the nondefaulting party, or the Bondholder or a receiver duly appointed therefor, may take any one or more of the following remedial steps:

- (a) The Bondholder or a receiver therefor may take whatever action at law or equity may appear necessary or desirable to collect the Contract Payments then due and thereafter to become due; and
- (b) The Bondholder or a receiver therefor may exercise any remedies provided for in the Bond Resolution; and
- (c) The nondefaulting party may take whatever action at law or equity as may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the City or the Authority under this Contract.

Any amounts collected for the Bondholder pursuant to action taken under this Section shall be paid into the Sinking Fund and applied in accordance with the provisions of the Bond Resolution or, if payment in full of the outstanding Bond has been made (or provision for payment thereof has been made in accordance with the provisions of the Bond Resolution), to the City.

Section 6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority, the Bondholder or a receiver is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute, except as otherwise provided herein. No delay or omission to exercise any right or power accruing upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Bondholder to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice or notices as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the Bondholder, and the Bondholder shall be deemed a third-party beneficiary of all covenants and agreements herein contained.

Section 6.4 No Additional Waiver Implied by One Waiver. If any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Agreement to Pay Attorneys' Fees and Expenses. If a party should default under any of the provisions of this Contract and either or both the nondefaulting party or the Bondholder should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the

nondefaulting party, the Bondholder the reasonable fee of such attorneys and such other reasonable expenses so incurred by the nondefaulting party, the Bondholder.

Section 7.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid in case of the City at its official address.

Section 7.3 Binding Effect; Third-Party Beneficiaries. This Contract shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in this Contract. The Bondholder is a third-party beneficiary of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 7.4 Severability. If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5 Amounts Remaining in Sinking Fund. It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Bond Resolution, surplus moneys remaining in the Sinking Fund on the first day of each Bond Year commencing on October 2, 2024, and after payment in full of the Bond shall belong to and be paid to the City.

Section 7.6 Amendments, Changes and Modifications. This Contract may be amended without the consent of the Bondholder in order to grant any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon the Bondholder or to make any other change that does not materially adversely affect the Bondholder. All other amendments shall require the consent of the Bondholder in accordance with the provisions of the Bond Resolution. Notwithstanding the foregoing, this Contract shall not be amended if such amendment reduces the Contract Payments relating to the Bond.

Section 7.7 Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.8 Captions. The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 7.9 Law Governing Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 7.10 City a Party to Validation. The City hereby agrees to be a party defendant in the validation proceedings related to the Bond and covenants and agrees that it shall cooperate with the Authority in validating the Bond and, in connection therewith, shall execute such certificates, consent to service of process and make sworn answers as may be necessary for the validation proceedings.

Section 7.11 Immunity of Officials, Officers and Employees of Authority and City. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement

of the Authority or the City contained in this Contract or for any claim based hereon or otherwise in respect hereof against any member of a governing body, officer, or employee, as such, in his individual capacity, past, present, or future, of the Authority, the City, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Contract is solely a corporate obligation of the City and the Authority payable only from the funds and assets of the City and the Authority herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a governing body, officer or employee, as such, past, present, or future, of the City or the Authority, or of any successor corporation, either directly or through the City, the Authority, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Authority and the City whether contained in this Contract or in the other documents related hereto or to the Bond or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a governing body, officer, and employee is, by the execution of this Contract and as a condition of and as part of the consideration for the execution of this Contract, expressly waived and released. The immunity of members of a governing body, officers, and employees of the Authority and the City under the provisions contained in this Section shall survive the termination of this Contract.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the Authority and the City have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

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

(SEAL)

By: _____
James Eyre, Chair

Attest:

Tim Moresco, Secretary

[Executions continue on following page]

Attachment: Intergovernmental Contract (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)

CITY OF NORCROSS, GEORGIA

(SEAL)

By: _____
Craig Newton, Mayor

Attest:

Monique Philip, City Clerk

Attachment: Intergovernmental Contract (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)

BOND DEBT SERVICE

Norcross DDA (Georgia)
Proposed Revenue Bonds (Project Wingo), Series 2024
Presumptive Taxable Interest Rate as of 10/09/2024
Solved for Level Debt Service, 3 Years Interest Only.
Assumes 3 Year Par Call, 15 Year Term
Preliminary, for Discussion Purposes Only

Dated Date 11/01/2024

Delivery Date 11/01/2024

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
10/01/2025			67,145.83	67,145.83
10/01/2026			73,250.00	73,250.00
10/01/2027			73,250.00	73,250.00
10/01/2028	95,000	5.000%	73,250.00	168,250.00
10/01/2029	95,000	5.000%	68,500.00	163,500.00
10/01/2030	100,000	5.000%	63,750.00	163,750.00
10/01/2031	105,000	5.000%	58,750.00	163,750.00
10/01/2032	110,000	5.000%	53,500.00	163,500.00
10/01/2033	115,000	5.000%	48,000.00	163,000.00
10/01/2034	125,000	5.000%	42,250.00	167,250.00
10/01/2035	130,000	5.000%	36,000.00	166,000.00
10/01/2036	135,000	5.000%	29,500.00	164,500.00
10/01/2037	145,000	5.000%	22,750.00	167,750.00
10/01/2038	150,000	5.000%	15,500.00	165,500.00
10/01/2039	160,000	5.000%	8,000.00	168,000.00
	1,465,000		733,395.83	2,198,395.83

BOND DEBT SERVICE

Norcross DDA (Georgia)
 Proposed Revenue Bonds (Project Wingo), Series 2024
 Presumptive Taxable Interest Rate as of 10/09/2024
 Solved for Level Debt Service, 3 Years Interest Only.
 Assumes 3 Year Par Call, 15 Year Term
 Preliminary, for Discussion Purposes Only

Dated Date 11/01/2024

Delivery Date 11/01/2024

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
04/01/2025			30,520.83	30,520.83
10/01/2025			36,625.00	36,625.00
04/01/2026			36,625.00	36,625.00
10/01/2026			36,625.00	36,625.00
04/01/2027			36,625.00	36,625.00
10/01/2027			36,625.00	36,625.00
04/01/2028			36,625.00	36,625.00
10/01/2028	95,000	5.000%	36,625.00	131,625.00
04/01/2029			34,250.00	34,250.00
10/01/2029	95,000	5.000%	34,250.00	129,250.00
04/01/2030			31,875.00	31,875.00
10/01/2030	100,000	5.000%	31,875.00	131,875.00
04/01/2031			29,375.00	29,375.00
10/01/2031	105,000	5.000%	29,375.00	134,375.00
04/01/2032			26,750.00	26,750.00
10/01/2032	110,000	5.000%	26,750.00	136,750.00
04/01/2033			24,000.00	24,000.00
10/01/2033	115,000	5.000%	24,000.00	139,000.00
04/01/2034			21,125.00	21,125.00
10/01/2034	125,000	5.000%	21,125.00	146,125.00
04/01/2035			18,000.00	18,000.00
10/01/2035	130,000	5.000%	18,000.00	148,000.00
04/01/2036			14,750.00	14,750.00
10/01/2036	135,000	5.000%	14,750.00	149,750.00
04/01/2037			11,375.00	11,375.00
10/01/2037	145,000	5.000%	11,375.00	156,375.00
04/01/2038			7,750.00	7,750.00
10/01/2038	150,000	5.000%	7,750.00	157,750.00
04/01/2039			4,000.00	4,000.00
10/01/2039	160,000	5.000%	4,000.00	164,000.00
	1,465,000		733,395.83	2,198,395.83

Attachment: Bond Payment Schedule (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)

BOND SOLUTION

Norcross DDA (Georgia)
 Proposed Revenue Bonds (Project Wingo), Series 2024
 Presumptive Taxable Interest Rate as of 10/09/2024
 Solved for Level Debt Service, 3 Years Interest Only.
 Assumes 3 Year Par Call, 15 Year Term
 Preliminary, for Discussion Purposes Only

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Total Adj Debt Service</i>
10/01/2025		67,146	67,146
10/01/2026		73,250	73,250
10/01/2027		73,250	73,250
10/01/2028	95,000	168,250	168,250
10/01/2029	95,000	163,500	163,500
10/01/2030	100,000	163,750	163,750
10/01/2031	105,000	163,750	163,750
10/01/2032	110,000	163,500	163,500
10/01/2033	115,000	163,000	163,000
10/01/2034	125,000	167,250	167,250
10/01/2035	130,000	166,000	166,000
10/01/2036	135,000	164,500	164,500
10/01/2037	145,000	167,750	167,750
10/01/2038	150,000	165,500	165,500
10/01/2039	160,000	168,000	168,000
	1,465,000	2,198,396	2,198,396

SOURCES AND USES OF FUNDS

Norcross DDA (Georgia)
Proposed Revenue Bonds (Project Wingo), Series 2024
Presumptive Taxable Interest Rate as of 10/09/2024
Solved for Level Debt Service, 3 Years Interest Only.
Assumes 3 Year Par Call, 15 Year Term
Preliminary, for Discussion Purposes Only

Dated Date	11/01/2024
Delivery Date	11/01/2024

Sources:

Bond Proceeds:	
Par Amount	1,465,000.00
	1,465,000.00

Uses:

Project Fund Deposits:	
Acquisition & Renovation Project Fund	1,400,000.00
Delivery Date Expenses:	
Cost of Issuance	62,150.00
Other Uses of Funds:	
Additional Proceeds	2,850.00
	1,465,000.00

Attachment: Bond Payment Schedule (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)

COST OF ISSUANCE

Norcross DDA (Georgia)
Proposed Revenue Bonds (Project Wingo), Series 2024
Presumptive Taxable Interest Rate as of 10/09/2024
Solved for Level Debt Service, 3 Years Interest Only.
Assumes 3 Year Par Call, 15 Year Term
Preliminary, for Discussion Purposes Only

<i>Cost of Issuance</i>	<i>\$/1000</i>	<i>Amount</i>
Bond Counsel	13.65188	20,000.00
DDA Attorney	6.82594	10,000.00
City Attorney	6.82594	10,000.00
Financial Advisor	10.00000	14,650.00
Validation & Court Costs	1.70648	2,500.00
Bank Counsel	3.41297	5,000.00
	42.42321	62,150.00

Attachment: Bond Payment Schedule (24-7157 : Purchase and Financing of 80 Wingo Street and 94 Wingo Street)



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

City of Norcross

Legislation Details (With Details)

File #:	24-7070	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Pocket Parks/Outdoor Dining Areas on Jones Street		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Pocket Parks/Outdoor Dining Areas on Jones Street](#)
2. [DeckSource Estimate with Options](#)
3. [Estimate Dimensional Design](#)
4. [Area for Pocket Park on Jones Street](#)
5. [Pocket Park Rendering](#)

Title
Pocket Parks/Outdoor Dining Areas on Jones Street

Drafter
Councilmember Andrew Hixson

Motion
A motion to table this item to the November Policy Work Session.



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

Agenda Report

To: Mayor and Council

From: Len Housley, Director of Public Works

Meeting Date: November 4, 2024 – Regular Council Meeting

Item No.: 24-7070

Title: Pocket Parks/Outdoor dining areas on Jones Street

CC: Eric Johnson, City Manager

Recommendation

Table agenda item until the 18 November 2024 Policy Work Session.

Background

During the 21 October 2024 Policy Work Session, Council requested renderings and the option to add the 4th parking space on Jones Street in front of Iron Horse. Vendor rendering options and cost proposals will be ready for presentation at the 18 November 2024 PWS.

Dimensional Design will provide two rendering proposals and costs.

Financial Impact: \$2,500 Design and Renderings. \$21,000-\$35,000 for construction depending on design and materials selected.

Consistent with Comprehensive Plan?

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



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

Attachments

- DeckSource Estimate with Options
- Dimensional Design Estimate with Options
- Area for Pocket Park on Jones Street
- Pocket Park Rendering

Next Steps

Obtain renderings and cost proposal from Dimensional Design

Update

Public Works Brief Council with updates during the 18 November 2024, PWS.

17 Jones Street**Norcross, GA**

10-16-2024

Deck Scope

- Deck footings by others. All permitting, city approvals, drawings, and engineering by others.
- There will need to be steps to gain access to the decks from the sidewalk. The sidewalks are sloped where the steps from deck to sidewalk will land and will give an unlevel area for the last rise to terminate. This will be pronounced the wider the staircase is. I think a solution on what will be permitted will be best visited by the city building department. For that reason, this initial estimate does not include steps from deck to sidewalk.
- Three 8x20 decks. There will be approx 12" difference in height at each deck. A box step at each deck transition will create two 6" rises between decks.
- Each deck will have (4) 6x6 support posts under each 20' beam. 6x6 support posts will be attached to footings with Simpson ABA66Z post base. Posts will be notched and bolted to deck frame with (2) ½" through bolts.
- PT 2x10 frame. Double 2x10 side joists and beam. 2x10 joists on 12" centers.
- PT #2 prime 2x6 decking attached with 3" deck screws.
- The outside perimeter on three sides of deck will have guard rails (street sides). No guards on the curb side. Guard rails to be 42" (Approx 76' railing)., Railing to be all PT. 6x6 posts not to exceed 6' on center spacing. PT 2x4 top and bottom runners. 2x2 balusters on 5" centers, and 2x6 rail cap. Rail posts attached to frame with (2) ½" through bolts and connected with Simpson DTT2 tension ties.

Standard Deck All PT Material Estimate = \$18,750**Optional Railing Upgrades**

- Upgrade to ¾" black round balusters in lieu of PT 2x2 balusters **ADD \$1620**

- Upgrade to Fortress AL13 full aluminum railing system **ADD \$10,815** (see image below)

Optional Trex *DECKING* Upgrades

- Trex [Enhance](#) Basics (Beach Dune, Enhance Saddle, Clam Shell, Tide Pool) **ADD \$7180**
- Trex [Enhance](#) Naturals (Foggy Wharf, Rocky Harbor, Toasted Sand, Coastal Bluff, Honey Grove) **ADD \$9050**
- Trex [Select](#) (Pebble Grey, Saddle) **ADD \$11335**
- Trex [Transcend](#) (Tiki Torch, Havana Gold, Spiced Rum, Lava Rock, Rope Swing,) **ADD \$14,545**
- Trex Transcend [Lineage](#) (Linage Island Mist, Biscayne, Rainier, Carmel, Jasper) **ADD \$16,000**

Optional Trex *FASCIA* Upgrades (to wrap the deck frame)

- Trex [Enhance](#) Basics (Beach Dune, Enhance Saddle, Clam Shell, Tide Pool) **ADD \$3845**
- Trex [Enhance](#) Naturals (Foggy Wharf, Rocky Harbor, Toasted Sand, Coastal Bluff, Honey Grove) **ADD \$3845**
- Trex [Select](#) (Pebble Grey, Saddle) **ADD \$3845**
- Trex [Transcend](#) (Tiki Torch, Havana Gold, Spiced Rum, Lava Rock, Rope Swing,) **ADD \$4285**
- Trex Transcend [Lineage](#) (Linage Island Mist, Biscayne, Rainier, Carmel, Jasper) **ADD \$4340**

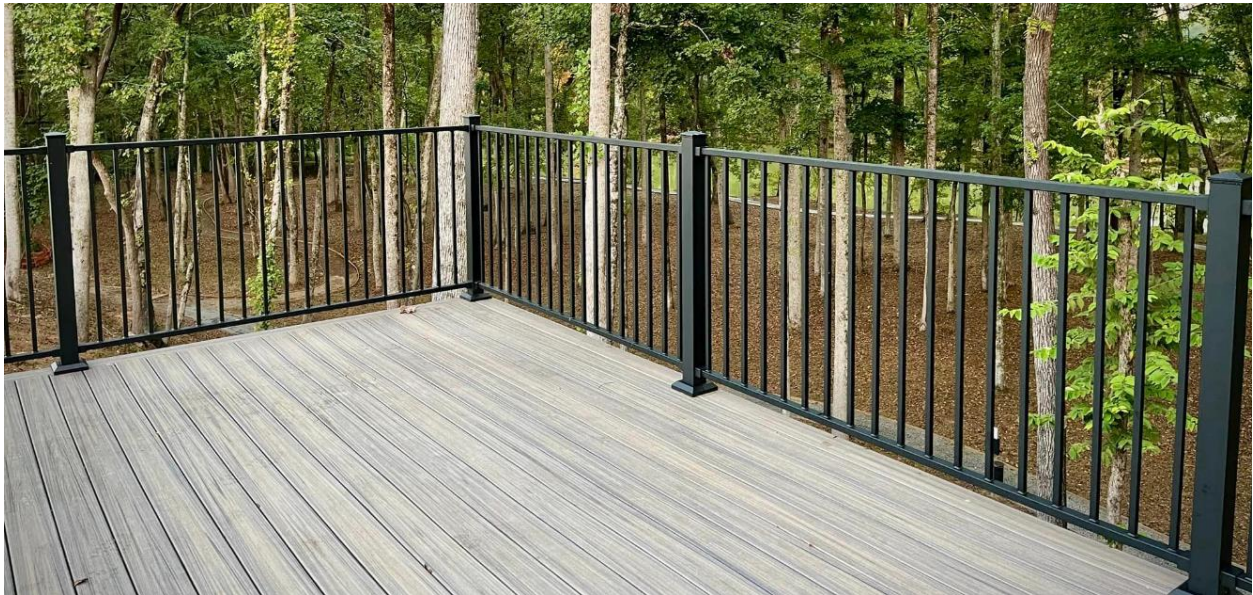
Optional Bench Seating

Approximately 20' bench seating on each deck (60' total). 2x4 frame 15" above deck surface. Frame to attach to guardrail posts with LedgerLOK screws and have 4x4 legs attached to decking. Seat will be 16" wide with three PT 2x6 boards.

All PT \$1850

(you could estimate adding about \$1200 for Trex decking on the benches, depending on color and design).

Below is an image of the Fortress AL13 full Aluminum railing.



DIMENSIONAL DESIGN

Client: City of Norcross / Donald Maxwell
 Proposal: V1
 Date: 10.15.2024

Description: Three street decking sections along the curb at 17 Jones Street in Norcross. Each section is basically a parking spot. The total area will be approximately 60' x 9'. This will be a standard, but nice-looking deck. Each section will have 3' railing all the way around and a single opening to the curb. Seating will be along the railing of each section.

Design:

- Two design concepts presented in rendering plus refinements
- \$ 2,500

Production:

Option 1:

- Built from Trex or TimberTeck
- \$ 22,900 to \$ 26,500

Option 2:

- Built from 1" pressure treated lumber with Valspar or Behr's deck stain or paint
- \$ 19,400 to \$ 22,700

Miscellaneous items:

- If you choose treated lumber, then we will require an additional six weeks to fully dry the wood prior to painting
- Taxes are not included in the price
- Deposit of 50% is required at the time of the order, the balance is due upon completion
- FOB: DD

Thank you for the opportunity to work with you and your team

DIMENSIONAL DESIGN

2150 Boggs Road, Suite 680, Duluth, GA 30096
 T: 678.376.1550 F: 678.376.1581 www.dimensionaldesign.net

Pocket Park Location



Attachment: Area for Pocket Park on Jones Street (24-7070 : Pocket Parks/Outdoor Dining)

Pocket Park Concept – Rendering (Not to exact scale)

L.9.e



Attachment: Pocket Park Rendering (24-7070 : Pocket Parks/Outdoor Dining Areas on



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

City of Norcross

Legislation Details (With Details)

File #:	24-7122	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Homestead Exemptions and First-Time Homebuyers Incentive		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Homestead Exemptions and First-Time Homebuyers Incentive](#)

Title

Homestead Exemptions and First-Time Homebuyers Incentive

Drafter

Councilmember Matt Myers

Motion

A motion Authorizing the City Manager and City Attorney to prepare legislation needed to authorize an increase in the City's existing homestead exemptions, authorize the establishment of an income-based homestead exemption, and develop a first-time homebuyers incentive program modeled on Gwinnett County's existing program for Norcross homebuyers eligible for the County program.



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

Agenda Report

To: Mayor and Council

From: Councilmember Matt Myers

Meeting Date: November 4, 2024 – Regular Council Meeting

Item No.: 24-7122

Title: Homestead Exemptions and First-Time Homebuyers Incentive

CC: Eric Johnson, City Manager

Recommendation Direct the City Manager and City Attorney to prepare legislation needed to authorize an increase in the City's existing homestead exemption from \$9,000 to \$45,000 and, for those age 65 or older, increase the exemption from \$18,000 to \$90,000; and, to direct the City Manager and City Attorney to develop a first-time homebuyers incentive program that would add to Gwinnett County's existing Homestretch Down Payment Assistance Program for first-time Norcross homebuyers that would refund City property taxes for up to three years.

Background The City has not adjusted two existing homestead exemptions for many years: a basic \$9,000 exemption, and an \$18,000 exemption for seniors. For the age-based exemption, if there are multiple owners, only one person needs to be age-eligible to qualify. The City obtains information on eligibility from Gwinnett County each year. For the age-restricted exemption, only one individual named on the deed as an owner needs to meet the age restriction.

Since the exemption is applied to 40% of the assessed value, a \$90,000 exemption would offset all taxes on a property assessed up to \$225,000.

The Homestretch Down Payment Assistance Program provides down payment assistance to income-eligible, first-time homebuyers who have the capacity to purchase a home but lack the money needed for a down payment. The County program offers down payment assistance up to \$10,000 as a five-year deferred payment loan with 0% interest. The loan does not need to be repaid as long as the funded homebuyer occupies their home as their principal residence for a period of at least five years. The proposed Norcross incentive would be to refund/credit each of the first three City property tax payments one year after payment.

The proposed changes would need to be approved by the Georgia legislature, signed by the Governor, and then approved by City referendum. If the legislation can be approved in the 2025 legislative session, a referendum could be held during 2025. Depending on the date of the referendum, the changes could be effective for September 2025 tax bills or September 2026 tax bills.

A local incentive for first-time homebuyers allows the City to encourage homebuyers eligible for the County incentive to locate within City boundaries in order to maximize the total incentives they are eligible to receive on their first home.

Financial Impact The annual cost will be subject to eligible residents. The City sets the millage rate each year based on the tax digest. At the current millage rate, the existing exemptions reduce tax revenue by about \$106,000 for the basic exemption, and by \$60,500 for the age-based exemption, for a total of \$166,500. There are 1,889 basic exemptions and 538 age-based exemptions. The additional cost of the proposed changes would be four times those dollar amounts, or a total of about \$667,000. The millage equivalent for the higher exemptions would be about 0.4 mills, based on a millage rate of 6.249 mills. The existing exemptions are roughly equal to 0.1 mill.

The first-time homebuyer incentive would be limited if applied after the increase in exemptions. For example, a house assessed at \$300,000 would have a taxable value of \$120,000, of which the proposed exemption would offset \$45,000. The resulting taxes would be about \$468 based on the current millage rate. The exemption would not apply to the annual stormwater or solid waste fees. The financial impact could be limited by capping the number of eligible homebuyers in any year and eligibility would end after three years.

Consistent with Comprehensive Plan? Goal 6 - Furthers the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps On approval, the legislation would be prepared and the homebuyer program details would be developed.

Attachments None.



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

City of Norcross

Legislation Details (With Details)

File #:	24-7158	Version:	
Type #:	Agenda Item	Status:	Agenda Ready
On Agenda:	11/4/2024 6:30 PM	In Control:	Mayor and Council
Title:	Recommended Rebate Amount for Norcross Power Residential Customers		

Sponsors:

Code Sections:

Attachments:

1. [Agenda Report - Rebate v2](#)

Title

Recommended Rebate Amount for Norcross Power Residential Customers

Drafter

Jim Trupiano

Motion

A motion Authorizing Norcross Power to issue a residential rebate totaling \$150,000 proposed by council.



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

Agenda Report

To: Mayor and Council

From: Jim Trupiano, Norcross Power

Meeting Date: November 4, 2024 – Mayor and Council

Item No.: 24-7120

Title: Recommended Rebate Amount for Norcross Power Residential Customers

CC: Eric Johnson, City Manager

Recommendation

Authorize Norcross Power to issue a residential rebate totaling approximately \$150,000 proposed by council. The \$150,000 would be divided by approximately 4,700 residential customers. There would be a one-time \$32.00 rebate per residential customer. This rebate would be applied to November's 2024 electric usage and will appear on the December 2024 electric bill.

Background

The recently completed audit of city finances indicates that Norcross Power made a profit of \$1.1 Million in fiscal 2024. This proposal suggests that we distribute this money partially back to residential rate payers with the balance going to the city's general fund, effectively giving the taxpayers the benefit of the profit as well.

Financial Impact:

It is estimated that there are about 4,700 residential customers that would qualify for the proposed rebate and the total cost would be around \$150,000 out of the \$1.1 million. The balance for the profit would be added to the General Fund with the use of the money to be determined by Council with recommendations from the City Manager.

Norcross Power currently has reserves, in various funds, of approximately \$15 million, which is more than a satisfactory reserve level.

Consistent with Comprehensive Plan?

(Select the appropriate goal(s). Please make sure the goal(s) match the corresponding goal number.)

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



Mayor: Craig Newton • **Mayor Pro Tem:** Bruce Gaynor • **Councilmember:** Andrew Hixson • **Councilmember:** Josh Bare
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Attachments

Next Steps

Update