City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Agenda

Monday, December 5, 2022

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton
Mayor Pro Tem Matt Myers
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Bruce Gaynor
Councilmember Dr. Arlene Beckles

A. Call to Order by Mayor Craig Newton
PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

B. Invocation

C. Pledge of Allegiance to the Flag of the United States of America

D. Roll Call (recorded)

E. Presentation of previous meetings minutes for acceptance

22-6623 **Approval of Previous Meeting Minutes**

Mayor and Council - Regular Meeting - Nov 14, 2022, 6:30 PM

Policy Work Session - Policy Work Session - Nov 21, 2022, 6:30 PM

F. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

G. 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

I. Reports of the Mayor and Councilmembers

a. General Announcements

DECEMBER 2022 CALENDAR OF EVENTS

Carriage Rides
December 2 - December 21 | Tues., Wed. & Fri. | 6:30 - 8:30 p.m. | Downtown Norcross

Photos With Santa
December 7 - December 21 | Wed. & Fri. | 6:00 - 8:00 p.m. | 45 South Cafe

Lionheart Theatre presents "The Lion in Winter"
December 8 - December 18 | Thurs., Fri. & Sat. 7:30 p.m. | Sun. 2:00 p.m. | Lionheart Theatre

Movie Monday: It's A Wonderful Life
Monday, December 12 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council
Saturday, December 17 | 8:00 a.m. | 45 South Cafe

Policy Work Session
Monday, December 19 | 6:30 p.m. | City Hall 2nd Floor Conference Room

City Closed for Christmas Day Observance
Friday, December 23 & Monday, December 26 | Sanitation & Recycling Services will not be affected.

City Closed for New Years Day Observance
Monday, January 2 | Sanitation & Recycling Services will not be affected.

First Friday Concert: Grains of Sand
Friday, January 6 | 7:00 - 9:00 p.m. | Cultural Arts & Community Center

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

Coming Up in January:
Jan 23 | Movie Monday: Under the Stadium Lights

J. Board Appointments

No Board, Commission, or Authority appointments/reappointments to consider.

K. Set and Accept the Agenda as Presented for Scheduled Meeting

22-6624 **Acceptance of the Agenda**

L. Approval of Consent Agenda

1. **22-6612** **Parks, Green Spaces, and Trails Master Plan RFP**

A recommendation to approve staff to proceed with issuing a Request for Proposals for the Parks, Green Spaces and Trails Master Plan.

Agenda Report - RFP for Parks, Green Spaces and Trails Master Plan

A1) PG&T Master Plan RFP

2. **22-6613** **Janitorial Services RFP**

A request to proceed with the issuance of an RFP soliciting the services of a qualified Janitorial Service Company with verifiable experience to provide cleaning services to maintain City office buildings

Agenda Report - Janitorial Cleaning Services RFP

RFP 06-01 Janitorial Cleaning Service

3. **22-6614** **Incentive Program Amendment**

A recommendation to amend the existing Norcross Power incentive program to exclude multi-family applications, while allowing City staff to recommend them on a case-by-case basis as part of an incentive package for select economic development projects.

Agenda Report - Incentive Program Amendment

NPS - Incentive Description

4. **22-6615** **City-Wide Landscaping Services Contract Award**

A recommendation to approve the contract agreement with Russell Landscape for the City-wide Landscaping Maintenance Services.

Agenda Report - City-wide Landscaping Services Contract Award

A1) Contractor Agreement - LS - PWUP 22-10

A2) BID Tabulation

A3) Russell Landscape Proposal

5. **22-6616** **NDA Board of Director Terms**

A recommendation to correct the board of directors terms for the Norcross Development Authority (NDA) so that they align with the State of Georgia's enabling statute.

Agenda Report - NDA Board Director Terms - 11.21.22

6. **22-6617** **Lease for Concession Stand at Summerour**

A recommendation to authorize a commercial sublease with Alianza Salvadorena Miami Atlanta Corporation on a month-to-month basis for operation of the concession stand at Summerour Park.

Agenda Report - Concession Stand Sublease

City of Norcross - Concession Stand Commercial Lease and Exhibits

7. **22-6618** **One-Time Employee Salary Supplement**

A recommendation to authorize a one-time pay supplement to City employees in the amount of $1,250 for sworn law enforcement officers, $1,000 for other fulltime employees, and $500 for part-time employees, based on one-time reimbursements from FEMA, and in consideration of recent high rates of inflation and the continued challenges associated with the pandemic for employees over the past year.

Agenda Report- Employee One-time Salary Supplement

M. Items for Discussion

N. Adjourn in memory of

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

P. Signed by_____ Mayor Craig Newton

Q. Attest:_____ Monique Lang, City Clerk

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

City of Norcross

Legislation Details (With Details)

File #:	22-6623	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 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 November 14th (Rescheduled) Regular Council Meeting minutes and the November 21st Policy Work Session and Executive Session minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Minutes

Monday, November 14, 2022

6:30 PM

Council Chambers

Mayor and Council

Mayor Craig Newton
Mayor Pro Tem Matt Myers
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Bruce Gaynor
Councilmember Dr. Arlene Beckles

Minutes Acceptance: Minutes of Nov 14, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Call to Order by Mayor Craig Newton

B. Invocation

C. Pledge of Allegiance to the Flag of the United States of America

D. Roll Call (recorded)

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

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

E. Presentation of previous meetings minutes for acceptance

22-6604: Approval of Previous Meeting Minutes

Motion

A motion to Approve the meeting minutes from the October 3rd Regular Council Meeting, October 11th Special Called Meeting and Executive Session, October 17th Special Called Meeting, Policy Work Session, and Executive Session.

Mayor and Council - Regular Meeting - Oct 3, 2022, 6:30 PM

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

Special Called Meeting - Executive Session - Oct 11, 2022, 6:30 PM

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

Special Called Meeting - Special Meeting - Oct 17, 2022, 6:30 PM

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

Policy Work Session - Policy Work Session - Oct 17, 2022 6:30 PM

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

Minutes Acceptance: Minutes of Nov 14, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

F. Ceremonial Presentations, Recognitions, and Swearing in Ceremonies

a. **22-6605: Proclamation in Memory of Former Councilmember Daniel Lay**

RESULT:	ACKNOWLEDGED AND READ BY MAYOR CRAIG NEWTONN

b. **22-6609: Proclamation Recognizing National Adoption Month**

RESULT:	ACKNOWLEDGED AND READ BY MAYOR CRAIG NEWTON

G. 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

I. Reports of the Mayor and Councilmembers

a. General Announcements

NOVEMBER CALENDAR OF EVENTS

Lionheart Theatre presents "A View from the Bridge"
November 4 - November 20 | Friday & Saturday 7:30 p.m. | Sunday 2:00 p.m. | Lionheart Theatre

Veterans Day Ceremony
Friday, November 11 | 10:00 - 10:30 a.m. | Veterans Park

City Closed for Veterans Day Observance
Friday, November 11 | Sanitation and Recycling Services will not be affected.

Neighborhood Recycling & Cleanup Day
Saturday, November 12 | 8:00 a.m. - 12:00 p.m. | Norcross Public Works

Historic Norcross Holiday Open House
Saturday, November 12 | 10:00 a.m. - 7:00 p.m. | Downtown Norcross

Historic Downtown Tour
Sunday, November 13 | 2:00 p.m. | Thrasher Park

Movie Monday: The Lost City
Monday, November 14 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Coffee With Council
Saturday, November 19 | 8:00 a.m. | 45 South Cafe

Policy Work Session
Monday, November 21 | 6:30 p.m. | City Hall 2nd Floor Conference Room

City Closed for Thanksgiving Observance
November 24 - November 25 | All Day | Sanitation and Recycling Services will be delayed by one day.

Movie Monday: Las Pupusas
Monday, November 28 | 1:30 & 6:30 p.m. | Cultural Arts & Community Center

Minutes Acceptance: Minutes of Nov 14, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

Coming Up in December:
Holiday Celebration
Friday, December 2 | 5:30 - 8:30 p.m. | Thrasher Park

Historic Christmas Village
Friday, December 2 - Sunday, December 4 | Downtown Norcross

December 2 - 21 | Carriage Rides

December 2 - 21 | Photos with Santa

December 12 | Movie Monday: It's a Wonderful Life

J. Board Appointments

a. 22-6606: Board Appointment - Norcross Development Authority

Motion

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

Norcross Development Authority

Elaine Puckett December 6, 2024

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

b. 22-6607: Board Appointment - Tree Preservation Board

Motion

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

Tree Preservation Board

Terry Sutton June 1, 2025

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

K. Set and Accept the Agenda as Presented for Scheduled Meeting

1. 22-6608: Acceptance of the Agenda

Motion

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

22-6553 : Redistribution of ARPA Funds

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

Minutes Acceptance: Minutes of Nov 14, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

A motion to add the following item from the floor for discussion:

22-6622 : City Manager Salary Adjustment

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

L. Approval of Consent Agenda

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

1. 22-6590: Approval and Funding for Mitchell Road Wall Mural

Motion

A motion to Approve a request from the Norcross Public Arts Commission (NPAC) to refresh and expand the Mitchell Road mural, along with funding to come from NPAC for supplies to be provided to Bobbie Adamczyk, in the amount of $1250.

2. 22-6591: Accent Creative Group Retainer Agreement

Motion

A motion to Authorize an updated agreement with Accent Creative Group revising the monthly retainer consistent with the approved FY 23 budget with $120,000 to come from Hotel/Motel Tax and $24,000 to come from the General Fund.

3. 22-6592: Norcross Town Center LCI/Comprehensive Plan RFP Award

Motion

A motion to Approve the award of the Request for Proposals for the concurrent update to the Town Center LCI and Comprehensive Plan update to Jacobs who has teamed with Blue Cypress Consulting, headquartered in Decatur, GA.

4. 22-6593: LCI Comp Plan Steering Committee

Motion

A motion to Approve the recommended steering committee structure of 16 members with composition as outlined:

Planning & Zoning Board - Represents Land Use , 1 member (required)
Downtown Development Authority - Represents Economic Development, 1 Member (required)
Mayor & Council - Represents Policy, 1 member (required)
NPAC - Represents Public Art, 1 Member
SNC - Represents Sustainability and EV Charging, 1 Member
NDA - Represents Housing Affordability, 1 Member

Plus:

10 total citizens at large comprised of the following:
6 Residents (3 from the downtown/western portion of Norcross and 3 from east Norcross)
4 business owners (2 from the downtown/western portion of Norcross and 2 from east Norcross)

Minutes Acceptance: Minutes of Nov 14, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

5. **22-6599: Modification of TAD IGA Between City of Norcross and Gwinnett County**

Motion

A motion to Approve a modification of the April 1, 2016 Tax Allocation District (TAD) Intergovernmental Agreement (IGA) between the City of Norcross and Gwinnett County to extend the IGA through December 31, 2024.

M. Items for Discussion

1. **22-6553: Redistribution of ARPA Funds**

Motion

A motion to Approve round two of the distribution of ARPA funds removing the requirement that a business must not have received PPP or EIDL funds in order to be eligible to receive a grant award from the application process.

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

2. **22-6622: City Manager Salary Adjustment**

Motion

A motion to authorize an adjustment in the city manager's salary from $153,300 to $167,097, a 9% increase, effective October 12, 2022.

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

N. Adjourn in memory of

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

The meeting adjourned at 7:30PM with a motion by Councilmember Gaynor, seconded by Councilmember Bare.

P. Signed by_____ Mayor Craig Newton

Q. Attest: _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Nov 14, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Meeting Minutes

Monday, November 21, 2022

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Craig Newton
Mayor Pro Tem Matt Myers
Councilmember Andrew Hixson
Councilmember Josh Bare
Councilmember Bruce Gaynor
Councilmember Arlene Beckles

Minutes Acceptance: Minutes of Nov 21, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

A. Roll Call (recorded)

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

Policy Work Session was called to order at 6:30 PM by Mayor Craig Newton

B. Citizen Input

C. Board Updates

Norcross Housing Authority - Gail Newton and Beth Brown

D. General Updates

E. Council- General Discussion

F. Board Appointments

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

G. City Manager's Report

H. Items for Discussion

1. 22-6612: Parks, Green Spaces, and Trails Master Plan RFP

RESULT:	**THIS MATTER WAS REFERRED TO**
	Next: 12/5/2022 6:30 PM
TO:	Mayor and Council

2. 22-6613: 22-6613: Janitorial Services RFP

RESULT:	**THIS MATTER WAS REFERRED TO**
	Next: 12/5/2022 6:30 PM
TO:	Mayor and Council

3. 22-6614: Incentive Program Amendment

RESULT:	**THIS MATTER WAS REFERRED TO**
	Next: 12/5/2022 6:30 PM
TO:	Mayor and Council

4. 22-6615: City-Wide Landscaping Services Contract Award

RESULT:	**THIS MATTER WAS REFERRED TO**
	Next: 12/5/2022 6:30 PM
TO:	Mayor and Council

Minutes Acceptance: Minutes of Nov 21, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

5. **22-6616: NDA Board of Director Terms**

RESULT:	**THIS MATTER WAS REFERRED TO**
	Next: 12/5/2022 6:30 PM
TO:	Mayor and Council

6. **22-6617: Lease for Concession Stand at Summerour**

RESULT:	**THIS MATTER WAS REFERRED TO**
	Next: 12/5/2022 6:30 PM
TO:	Mayor and Council

7. **22-6618: One-Time Employee Salary Supplement**

RESULT:	**THIS MATTER WAS REFERRED TO**
	Next: 12/5/2022 6:30 PM
TO:	Mayor and Council

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

The meeting adjourned at 7:45 PM with a motion by Councilmember Bare, seconded by Mayor Pro Tem Myers.

J. Signed by: _____ Mayor Craig Newton

K. Attest: _____ Monique Lang, City Clerk

Minutes Acceptance: Minutes of Nov 21, 2022 6:30 PM (Presentation of previous meetings minutes for acceptance)

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

City of Norcross

Legislation Details (With Details)

File #:	22-6624	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 6:30 PM	**In Control:**	Mayor and Council
Title:	Acceptance of the Agenda		
Sponsors:			
Code Sections:			

Title
Acceptance of the Agenda

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

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

City of Norcross

Legislation Details (With Details)

File #:	22-6612	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 6:30 PM	**In Control:**	Mayor and Council
Title:	Parks, Green Spaces, and Trails Master Plan RFP		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - RFP for Parks, Green Spaces and Trails Master Plan
2. A1) PG&T Master Plan Revised RFP

Title
Parks, Green Spaces, and Trails Master Plan RFP

Drafter
Tixie Fowler

Motion
A motion to Approve/Deny staff to proceed with issuing a Request for Proposals for the Parks, Green Spaces and Trails Master Plan.

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

Agenda Report

To: Mayor and Council

From: Tixie Fowler, Chair of Parks, Green Spaces, & Trails Commission

Agenda: December 5, 2022 – Mayor and Council

Item #: 22-6612

Title: Parks, Green Spaces and Trails Master Plan

CC: Eric Johnson, City Manager

Recommendation

Approve to proceed with a Request for Proposal for the Parks, Green Spaces and Trails Master plan.

Background

The City of Norcross (City) is soliciting qualified firms to submit proposals to create a new comprehensive Master Plan for Parks, Green Spaces and Trails (PG&T Plan). The completed Plan is to contain practical policies, recommendations and implementation strategies that are achievable over the next 5 to 10 years, and relevant to the City's goals of a creating and encouraging a vibrant, healthy human community dedicated to environmental sustainability through innovative leadership and viable sustainability practices.

Financial impact

The estimated costs associated with the completion of the Parks, Green Spaces and Trails Master plan is anticipated to be +/- $125,000 funded via the 2017 SPLOST.

Consistent with Comprehensive Plan?

Proceeding forward enforces Goal 6 of the Community Vision outlined in the 2040 Norcross Comprehensive Plan: Further the City's Tradition of strong Leadership and High Level of Quality services, also continues to define Norcross' sense of place by providing attractive landscaping and streetscaping as well as continues to strengthen the city as a livable, inclusive, and safe environment.

Attachment: Agenda Report - RFP for Parks, Green Spaces and Trails Master Plan (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

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

Next Steps

Upon approval, staff will post the RFP and obtain sealed proposals.

Attachments

1) A1 – Parks, Green Spaces, and Trails Master Plan RFP

Update

N/A

Attachment: Agenda Report - RFP for Parks, Green Spaces and Trails Master Plan (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

City of Norcross
Department of Public Works & Utilities and Parks

Request for Proposal (PWUP 22-14)

Parks, Greenspaces and Trails Master Plan

PROJECT SCOPE

The City of Norcross (City) is soliciting qualified firms to submit proposals to create a new comprehensive Master Plan for Parks, Greenspaces and Trails (PG&T Plan). The completed Plan is to contain practical policies, recommendations and implementation strategies that are achievable over the next 5 to 10 years, and relevant to the City's goals of a creating and encouraging a vibrant, healthy human community dedicated to environmental sustainability through innovative leadership and viable sustainability practices.

INSTRUCTIONS

All **sealed Proposals** must be submitted by January 20th, 2023 @ 11:00 AM to the address below. Fees are to be submitted as a separate, clearly identifiable PDF file and sealed envelope. Please submit two hard (paper) copies and one soft (PDF or other electronic document on a CD/flash drive) of your bid package to:

Matthew Zaki, PE., CFM
PWUP 22-14
Department of Public Works, Utilities & Parks
345 Lively Avenue
Norcross, GA 30071

Please request RFP documents/specifications and submit questions via e-mail only. Submit questions/requests to Matthew Zaki via e-mail at Matthew.zaki@norcrossga.net.

All questions/requests must be submitted via e-mail prior to January 6th, 2023

MANDATORY: Pre-Proposal Meeting

All Proposers bidders must attend Pre-Proposal meeting December 29th, 2022 @ 10:00 a.m. @ 345 Lively Avenue, Norcross, GA 30071.

We appreciate your interest in the City of Norcross!

Attachment: A1) PG&T Master Plan Revised RFP (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

SPECIFICATION

Project Overview

While the 2011 Master Plan and 2016 Update provide valuable background information and reference material, a fresh look is warranted given the City's changing demographics, boundary expansions, comprehensive land use plans, and technological advancements. The City's new Comprehensive Plan, Buford Highway Corridor Plan and Unified Development Ordinance should be heavily relied upon to inform the Parks, Greenspaces and Trails Plan (PG&T Plan).

An integral planning and design component of the PG&T Plan is the incorporation of low impact design. The successful Consultant will include state-of-the-art and innovative strategies for incorporating green infrastructure into the Plan's overall philosophical approach, including more detailed recommendations for stormwater impact mitigation, ecosystem services, and the protection of natural resources, wildlife corridors and habitat as valuable economic assets.

Public engagement is a priority for this project and must go beyond the scope of traditional public meetings. The Consultant's proven track record of generating feedback and local involvement from diverse communities is critical to ensure a PG&T Plan that:

- Reflects a clear understanding of the diverse demographics of Norcross residents and their collective PG&T-related priorities.
- Supports the City's priorities and needs of all residents, especially in areas currently underserved (i.e., lacking neighborhood parks, trails, greenspaces and/or recreation facilities within reasonable walking distance of residential hubs).
- Guides future investment choices.
- Guides future programming choices.

The engagement approach should take advantage of existing City-sponsored and neighborhood events and online meetings to address local attendees. The Consultant must work in a cohesive and coordinated manner with City Staff, PG&T Commission, and other City Boards, identified stakeholders and partners to help channel public participation into realistic alternatives for consideration.

The city is insistent that the final document be user-friendly/manipulatable with adequate visual aids and written in language that is concise and easily understood by laypersons as well as by topic experts. The final document should be well-organized and rely on visualization and graphics to relay key concepts. Maps should be interactive - created in GIS (or equal) - so they may be easily accessed and modified by City personnel after the PG&T Plan is complete.

Scope of Work

Following is an overview of a 5-step process to help guide the development of the Consultants' proposals. Enhancements are welcome and recommended to ensure the best planning approach is created for this important project.

Task 1 - Discover

The Discover task provides the selected Consultant with an opportunity to review relevant planning documents provided during project initiation and to meet with City and PG&T Commission members, citizens, and other stakeholders to supplement project understanding, goals, and outcomes. The Consultant will articulate a refined vision for the future of Parks, Greenspaces and Trails within the City.

Attachment: A1) PG&T Master Plan Revised RFP (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

The final vision will strongly consider the background information, community engagement, and studies and analyses; based on this input, the city is looking for the selected Consultant to offer professional opinions, new ideas and innovation recommendations that support progressive PG&T planning. The Consultant shall also establish goals that coordinate how to achieve the new vision. Goals should be specific, realistic, and include a variety of vision aspects and implementation elements of the Plan.

Task 2 – Analyze

During the Analyze, task information collected is summarized by the Consultant to create a baseline understanding of what has been achieved from previous planning and yet to be realized. Additionally, previously established planning principles, guidelines and criteria are assessed, and refinements offered. It is also during this time that important communication occurs between the PG&T Commission and Consultant to establish a framework for developing conceptual approaches for the PG&T Plan. The framework could include recommendations for establishing a hierarchy and typology for all parks, greenspaces and trails, and opportunities for expansion of existing sites and/or to create new facilities.

Task 3 – Create

From solid data collection and analysis, a clear framework emerges from Task 2 onto which area and site-specific planning recommendations and conceptual plans are created and assessed. Meetings with City Staff and PG&T Commission members, citizens, and other stakeholders provide the forum for evaluating and selecting the "best of" recommendations and conceptual ideas that comprise a Preliminary PG&T Plan. Preliminary phasing and costs are developed, and funding sources identified and reviewed with City Staff. Plans and supporting documentation are presented to the Mayor and City Council for preliminary approval.

The Consultant will articulate a refined vision for the future of Parks, Greenspaces and Trails within the City. The vision will be a culmination of the background information, community engagement, studies and analyses, professional opinion and forward-thinking recommendations. Firms shall also establish specific and relevant goals that identify clear strategies for achieving the new vision. Goals should be specific, realistic, and include a variety of vision aspects and implementation elements of the Plan.

The Consultant will produce specific implementation strategies, actions, and projects to accomplish goals and meet the vision established by the plan. Implementation should include potential funding sources, implementing entities/groups/individuals, recommendations for measurable deliveries, and estimated timeframes. General information should be provided detailing a general scope/framework and the different goals addressed, as well as an impact or priority ranking.

Task 4 – Refine

From direction received from the Mayor and City Council, planning recommendations and guidelines, site specific plans, and overall phasing and costs are refined and packaged for final City and PG&T Commission members, citizens, and other stakeholders' review. Various catalyst actions and/or projects should also be identified as implementation first steps that can build momentum and garner interest and buy-in toward future implementation aspects. Ways for measuring and/or assessing progress and performance towards the vision, goals, and the implementation aspects should be considered. The recommended funding source for a project, action, activity, etc., should be specified.

Task 5 - Document

Final comments are received and incorporated into digital and hard copy documentation that is clear, concise, searchable, and easily updated by City Staff.

Attachment: A1) PG&T Master Plan Revised RFP (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

Deliverables

The Consultant will be responsible for providing the following deliverables related to the project:

A professional style planning document, involving:

- Easy navigation, reading, and understanding for elected officials, residents, business owners, other stakeholders, and staff
- Graphically rich with tables, charts, diagrams, examples, drawings, and other elements, to convey concepts, input, conditions, and implementation aspects
- Documentation of all primary conditions, studies, analyses, and community and stakeholder input
- Description of the vision and goals for the planning area, as well as the various implementation aspects of the plan
- Inclusion of the focus items in the project description within the vision, goals, and implementation aspects
- Coverage of all elements in the approved scope of work for the project

TIMEFRAME

The expected start date for the project will be in early 2023. Expected timeframe for this project from start to completion is around 6 to 8 months.

PROPOSAL SUBMISSION REQUIREMENTS & QUALIFICATIONS

Proposal Requirements

All submissions must include the following sections:

- **Cover Letter** – Include a cover letter indicating interest in the project and identifying the consultant's point of contact.
- **Firm Information** – Provide a brief overview of the firm's history and approach to similar projects. Include office locations and size. If applicable, provide same for each firm that is part of the Proposer's team.
- **Experience/References** – Proposers shall include a summary of 3 to 5 projects of similar size/scope completed within the past 5 years. For each project, include proposed project team members' role as well as a reference with contact information.
- **Organization Chart** – Proposers shall include an organization chart showing team structure and personnel for the project.
- **Resumes** – Proposers shall include resumes for key personnel on the project. The strength of the proposed project manager will receive enhanced review.
- **Project Approach/Schedule** –Proposers shall include a summary of the recommended approach and milestone dates for data gathering, public involvement and presentation of recommendations. Include any alternative scope of work and related fee proposal, as applicable.

Attachment: A1) PG&T Master Plan Revised RFP (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

- **Fees** – Proposals shall price each component of the RFP outlined in the Project Approach (including any alternative scope) and submit in separate electronic or hard document as outlined under PROPOSAL SUBMISSION REQUIREMENTS & QUALIFICATIONS.

REVIEW & SELECTION CRITERIA

An award, if made, will be to the responsible responder whose proposal is most advantageous to the city, taking into account project cost and the level of experience in producing viable and innovative solutions to the factors set forth in this RFP. Proposals will be reviewed and evaluated by a Selection Committee comprising City Staff, PG&T Commission members, and members of various City Boards and Commissions. Criteria for evaluation include, but are not limited to:

1. Approach and consideration for project objectives and focus elements **40%**
2. Expertise and experience with planning projects of similar nature **20%**
3. Suitable cost related to required scope of services and timeline **20%**
4. Qualifications of personnel and references **20%**

SUBMISSION PROCESS

Deadlines

The below dates present a timeline related to the RFP process:

- Pre-Proposal meeting January 13th, 2023
- Question Submission Deadline January 27th, 2023
- Proposal Submittal Deadline February 10th, 2023, at 11:00 AM (Eastern)

All sealed Proposals must be submitted by Friday February 10th, 2023, at 11:00 AM (Eastern) to the address below. **Fees are to be submitted as a separate, clearly identifiable PDF file and sealed envelope.** Please submit two hard (paper) copies and one soft (PDF or other electronic document on a CD/flash drive) of your proposal package to:

Matthew Zaki, P.E., CFM
PWUP 22-14
Department of Public Works, Utilities & Parks
345 Lively Avenue, Norcross, GA 30071

Attachment: A1) PG&T Master Plan Revised RFP (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

Qualifications

Consultants possessing demonstrable experience with similar projects and expertise in planning, urban design, green infrastructure planning, landscape architecture and civil engineering will be considered. Demonstrated experience in permaculture-based design is a plus. Consultants must demonstrate qualifications in large-to-small area planning – including but not limited to data collection, public engagement facilitation, land use analysis and utilization, policy development, and plan creation.

The City may request that Proposers answer questions or provide clarification regarding their proposal. Final acceptance of any proposal will be based upon all information from the communication with responders and their submissions.

AWARD OF CONTRACT

The contract will be awarded to the Proposer whose bid will be most advantageous to the City, price and other factors considered. The city is to make the determination.

I. GENERAL CONDITIONS

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

A. Guarantee to Accompany Bid

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

B. Rights Reserved

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

Attachment: A1) PG&T Master Plan Revised RFP (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

C. Compliance with OSHA Standards and Regulations

1. The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto, until the job is completed and accepted by the City of Norcross.

D. Non-Collusion

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

E. Materials

1. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the completion of the Work.

2. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.

LINKS

The following, as well as other important reference documents, are linked on the City of Norcross Webpage at https://norcrossga.net/335/Studies-Plans:

- City of Norcross Parks Master Plan, January 2011
- City of Norcross Parks Master Plan Update, November 2016
- Buford Highway Master Plan, June 2021
- 2040 Norcross Comprehensive Plan, March 2020
- City of Norcross Unified Development Ordinance (UDO), June 2019
- Beaver Ruin Creek Greenway Concept Plan
- Norcross Sustainability Plan 2017

Attachment: A1) PG&T Master Plan Revised RFP (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

BID PACKET CHECKLIST

PROJECT: _____

BID DATE: _____

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

_____ Two Hard Copies & One Electronic Copy of Bid

_____ Bid Form

_____ Bid Bond or Certified Check if bid is over $30,000

_____ Certificate of Liability Insurance

_____ E-Verify Contractor & SAVE Affidavits

_____ Reference Page

_____ Ship Proposal to: City of Norcross
345 Lively Avenue
Norcross, GA 30071
Attn: Matthew Zaki,
Director of Public Works, Utilities and Parks.

Attachment: A1) PG&T Master Plan Revised RFP (22-6612 : Parks, Green Spaces, and Trails Master Plan RFP)

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

City of Norcross

Legislation Details (With Details)

File #:	22-6613	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 6:30 PM	**In Control:**	Mayor and Council
Title:	Janitorial Services RFP		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - Janitorial Cleaning Services RFP
2. RFP 06-01 Janitorial Cleaning Service

Title
Janitorial Services RFP

Drafter
John Davis

Motion
A motion to proceed with the issuance of an RFP soliciting the services of a qualified Janitorial Service Company with verifiable experience to provide cleaning services to maintain City office buildings.

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

Agenda Report

To: Mayor and Council

From: John Davis, Public Works Superintendent

Meeting Date: December 5, 2022 – Mayor and Council

Item No.: 22-6613

Title: Janitorial Cleaning Services (RFP)

CC: Eric Johnson, City Manager

Recommendation:
Public works is requesting approval from Mayor and Council to proceed with the issuance of an RFP soliciting the services of a qualified Janitorial Service Company with verifiable experience to provide cleaning services to maintain City office buildings.

Background:
The most recent Janitorial Services contract was signed in December 2015 and expired in 2019.

The selected firm will be awarded a five-year contract with the option for either party to exit the contract at the end of each fiscal year or to renew for another year.

Financial Impact:
This project will be funded by the General Fund (custodial fund).

Consistent with Comprehensive Plan?
This project is consistent with the City's adopted Comprehensive Plan as it relates to Goal 6: Further the City's Tradition of Strong Leadership and High Level of Quality Services.

Next Steps:
Issue RFP upon Council approval.

Attachments:
RFP 06-01 Janitorial Cleaning Service

Update:
N/A

Attachment: Agenda Report - Janitorial Cleaning Services RFP (22-6613 : Janitorial Servises RFP)

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

Request for Proposal
(RFP-06-01)

Janitorial Cleaning Service

The City of Norcross, located in Gwinnett County, is requesting proposals for services of a qualified Janitorial Service Company with verifiable experience to provide janitorial services to maintain the City office buildings located at 65 Lawrenceville Street, 189 Lawrenceville Street, 10 Britt Ave, 168 Wingo Street and 345 Lively Avenue, Norcross, GA 30071. The extent of the work will include, but is not limited to, basic cleaning services, floor care maintenance, and bi-annual or annual specialized services. This request will result in a five-year contract, with an option for either party to exit at the end of each fiscal year, or to renew for another year for a total of five-years.

If you are interested in bidding, sealed bids must be submitted by Friday, January 6, 2023, at 11:00 A.M. Please submit two hard (paper) copies and one soft (PDF or other electronic documents on a SanDisk/flash drive).

Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with the Request for Proposal (RFP-06-01), number, and company name. Bids will be received until 11:00 A.M. local time on January 6, 2023, at the Department of Public Works Facility, located at 345 Lively Avenue, Norcross, Georgia 30071. Any bid delivered after this date and time will not be accepted. Bids will be publicly opened and read at 11:05 A.M. Apparent bid results will be available the following business day on the City's website www.norcrossga.net.

A mandatory Pre-Bid conference will be held at 9:00 A.M., Friday December 16, 2022, at the City of Norcross Department of Public Works, conference room located at 345 Lively Avenue, Norcross, Georgia 30071. The conference will include a review of the bid documents and a question-and-answer period. Attendance at the pre-bid Conference is required. Bidders are expected to be familiar with the bid documents and to provide the city with any questions regarding the bid documents at the pre-conference or by the deadline for questions to be submitted.

Questions regarding the bids should be directed to John Davis, Public Works Superintendent, at Jdavis@norcrossga.net no later than December 14, 2022. Bids are legal and binding upon the bidder when submitted. The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the supplier submitting the lowest responsive and responsible bid. The City of Norcross reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. The City of Norcross reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible bidder(s) at its discretion.

All companies submitting a bid will be notified in writing the of award. We look forward to your bid and appreciate your interest in the City of Norcross.

John Davis
City of Norcross
Public Works Superintendent

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

SPECIFICATIONS

This project will consist of a janitorial service for the City of Norcross administrative buildings. The following schedule details the minimum expected requirements for this job.

Description of Work – Administrative Office, the general areas to be serviced Include the following: Lobby & Entrance, Restrooms, General Office Areas, Stairwells, Private Offices, and Class-training rooms.

- Buildings to be service seven (7) days a week Cultural Arts Center -10 Britt Ave. Early Morning Only, after 2:00am before 8:00am
- Buildings to be service five (5) times a week: (Daily) City Hall - 65 Lawrenceville Street, Evenings After 6:00pm before 6:00am
- Buildings to be service two (2) times a week: Norcross Welcome Center - 125 Lawrenceville St., Norcross Police Annex Building - 168 Wingo St., and Public Works Maintenance Building- 345 Lively Ave. Evenings After 6:00pm – before 6:00am

1. Empty wastebaskets, replace liner, recycle material in proper receptacles (if applicable)
2. Dust and disinfect (where appropriate) furniture, including desktops, computer equipment, tables, and chairs with treated cloth
3. Vacuum carpeting and runners (as needed)
4. Dustmop and damp mop hard floors with appropriate method for surface
5. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks, and faucets
6. Wipe clean and polish all splash, counters, cabinets, and sinks. (restroom & breakrooms)
7. Scrub toilet and urinal interiors with a liquid abrasive and flush afterwards
8. Fill soap dispensers, paper towel dispensers, and add toilet paper to holders. Leave one extra roll of toilet paper in each stall
9. Sweep floor, apply solution, clean around wall, under toilets and urinals. Wet mop entire floor surface
10. Clean and sanitize drinking fountains and door handles
11. Clean and remove fingerprints from handrails, door glass, interior office windows, elevators, and from all glass-topped furniture
12. Remove trash recycling to the appropriate outside dumpster
13. Inspect area; secure doors and lights (doors found locked shall be re-locked)

Areas to be serviced Monthly (1) time per month all buildings as needed:

1. Dust vent covers and binds
2. Clean elevator walls
3. Clean frames, switches, baseboards, high and low dust
4. Pour water down floor drains
5. Dust partition tops, wall hanging, ledges & other horizontal surfaces within reach

Areas to be serviced twice (2) per year, once every six months, all buildings as needed:

1. Buff floors / strip and refinish VCT

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

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

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

I. General Conditions

A. Qualifications

1. Bids will be considered only from experienced and qualified Janitorial Service Contractor(s) engaged in work of this type and magnitude.

2. Bidders may be required to submit evidence setting forth qualifications, which entitle his or her company for consideration as a responsible contractor. A list of work of similar character successfully completed within the last two years may be required, providing the location, size, and listing of equipment available for use on this work. Before accepting any bid, the City may require evidence of the contractor's financial ability to successfully perform the work detailed in the contract.

Bidder is required to submit evidence of the following insurance coverages, listing the City of Norcross as additional insured:

a. General Liability in the amount of $1,000,000

b. Statutory Workers' Compensation Insurance:
Employers Liability:
Bodily Injury by Accident - $10,000 per accident
Bodily Injury by Disease - $500,000 policy limit
Bodily Injury by Disease - $100,000 per employee

c. Property Damage in the amount of $500,000

d. Airport & Auto Liability
$1,000,000 limit of liability per occurrence for bodily injury and property damage
Comprehensive form covering all owned, non-owned, and hired vehicles

e. Janitorial Services Bond in the amount of $25,000

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

g. Certificate Holder should read:
City of Norcross, its elected officials, and employees
65 Lawrenceville Street
Norcross, GA 30071

B. Subcontracting

1. A portion of the work specified may be subcontracted with prior approval of owner. The contractor shall supervise subcontractor(s), and guarantee work quality. All anticipated subcontractors and their qualifications must be submitted with the bid.

2. All employees, subcontractors or contractors performing cleaning services in any City-owned building must be submitted to pass a thorough background check which includes a credit examination showing no credit risks and a criminal background investigation with no convictions, other than motor vehicle offenses.

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

C. Authority to Sign

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

D. Rights Reserved

1. The City of Norcross reserves the right to reject any and all bids, 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 bid it deems lowest and best. In arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, work of this type successfully completed, and past performance with the City of Norcross.

2. Bidders are advised to examine specifications carefully and to make examinations of the site 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 the conditions under which the work will be performed. The City of Norcross will not be responsible for the bidder's errors or misjudgment, nor for any information on location conditions or general laws and regulations.

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

II. Award of Contract

A. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to the City of Norcross, price and other factors considered. The City of Norcross is to make the determination.

B. The bid evaluation will be comprised of the following criteria:

1. Bid price
2. Compliance with specification
3. Ability to deliver product and service
4. Availability of warranty on service and parts
5. Start Date
6. References

C. Prior to the award of the contract, the successful bidder will be required to submit a work schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner on the entire City's janitorial contracts for which they are the successful bidder. A bidder's failure to demonstrate the ability to proceed as required may result in the award of one or all of those sections to the next lowest, responsive, and responsible bidder, as deemed in the City's best interest.

D. Failure to demonstrate the ability for simultaneous contract execution and progression will result in, at the City's discretion, the award of any and/or all, of the bidder's contracts to the next lowest responsible bidder or the re-advertisement and re-bidding of any and/or all of these contracts.

E. Prior to the execution of a contract, a Contract Coordination Meeting is required between Contractor(s) and City of Norcross Public Works Division, to ensure clarity and commitments concerning coordinating work schedules, if applicable.

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

III. Location and Site

A. The sites of the proposed work are, City Hall 65 Lawrenceville Street, Welcome Center 189 Lawrenceville Street, Cultural Arts Center 10 College Street, Norcross Police Annex Building 168 Wingo Street and Public Works Building 345 Lively Avenue, Norcross, GA

B. The contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications as directed by the Department of Public Works.

C. Before submitting a bid, the contractor is required to visit the site and acquaint himself with the actual conditions and the location of any and/or all obstructions that may exist on the site. The site visits must be confirmed by the Project Manager.

D. The contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

IV. Compliance with OSHA Standards and Regulations

The work connected with this contract shall be performed in accordance with all applicable OSHA regulations and standards, including any additions or revisions thereto until the job is completed and accepted by the City of Norcross.

V. Materials

A. Unless otherwise specified in the contract documents, the contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the completion of the Work.

B. All materials and equipment incorporated into the work shall be of good quality and new, except as otherwise provided in the contract documents. All special warranties and guarantees required by the Specifications shall expressly run to the owner's benefit.

VI. 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 and retesting that is required will be at the contractor's expense.

VII. Contract Requirements

A. Successful vendor is required to do the following within ten (10) days of Notice:

1. Return to Department of Public Works Division, contract documents executed by the authorized representative attested by the corporate Secretary Treasurer.
2. Provide insurance certificates as specified in the bid documents.
3. Provide bonding as required by the bid documents.

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

VIII. Miscellaneous Provisions

A. Schedule: The contractor shall provide to jdavis@norcrossga.net a schedule of janitorial activities, if applicable. The schedule must be presented at least seven (7) days prior to work commencing.

B. Work Hours: The daily hours will be provided with the notice to proceed.

C. 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 placed in provided receptacles daily. The contractor will not be permitted to burn any of the materials on site or within the boundary limits of Norcross, Georgia.

IX. Multiyear Lease/Purchase Contract Requirements – O.C.G.A. § 36-60-13

The City of Norcross is authorized to enter into five-year lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies.

A. Mandatory provisions in such five-year lease, purchase, or lease-purchase contracts:

1. The contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed and
2. At the close of the succeeding calendar year for which it may be renewed as provided below.
3. The contract may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.
4. The contract shall state the total obligation of the City for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and
5. The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the City.

B. Permissive provisions in such multiyear lease, purchase, or lease-purchase contracts:

1. A provision which requires that the contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county or municipality under the contract; or
2. Any other provision reasonably necessary to protect the interests of the City.

X. Requested Content:

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

A. Name of Bidder

B. Permanent main office address, email address, and pertinent contact numbers.

C. How long (years) has your firm been in the janitorial business under your present name; also, state names and dates of previous firm names, if any; where organized?

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

D. Attach a list of your employees with job titles, responsibilities, and years of experience as they relate to the requirements of this bid document. Provide copies of the results of any and all background, credit, and criminal checks for any persons working in City buildings.

E. Contract on hand (schedule – showing gross amount of each contract and the approximate anticipated dates of completion).

F. General character of work performed by your company.

G. Have you ever failed to complete any work awarded to you? If so, where, and why?

H. Have you ever defaulted on a contract? If so, where, and why?

I. List the most important contracts recently executed by your company, stating approximate cost for each and the month and year completed.

J. List your major equipment available for this contract.

K. List any subcontractors whom you would expect to use for the contract.

L. With what bank do you do business? Do you grant the City permission to contract this/these situations? Latest Financial Statements, certified audit, if available, prepared by an independent certified public accountant, and may be requested by City. If requested, such statements must be provided within five (5) business days, or the bid proposal will be rejected. A certified audited statement is preferred. Internal statements may be attached only if independent statements were not prepared.

It shall be understood and agreed upon that during the term of this agreement and for a period of three (6) months thereafter, the owner or representative will not directly or indirectly hire any employee of the Contractor.

NON-COLLUSION: VENDOR(S), BY SUBMITTING A SIGNED BID, CERTIFY THAT THE ACCOMPANYING BID IS NOT THE RESULT OF, OR AFFECTED BY, ANY UNLAWFUL ACT OF COLLUSION WITH ANY OTHER PERSON OR COMPANY ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE, OR ANY OTHER FRAUDULENT ACT PUNISHABLE UNDER GEORGIA OR UNITED STATE LAW

Note:

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

All questions and requests must be submitted via email prior to December 14, 2022.
Bid Packages are due January 6, 2023, at 11 A.M.

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

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

Yearly Fee Schedule

Total Contract Year One – 2023	$
Total Contract Year Two – 2024	$
Total Contract Year Three – 2025	$
Total Contract Year Four – 2026	$
Total Contract Year Five – 2027	$
Total Contract Price	$

Event Cleaning

Additional Charges (per after hour events)
Cultural Arts Center - Ballroom 1st floor, front lobby, restrooms, kitchen (floors, counters wipe down front of appliances) $
Rectory – 1st floor, exhibit areas, kitchen (floors, counters, wipe down front of appliances) $
City Hall – Community Room – vacuuming, cleaning - windows & doors $

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

City of Norcross
Department of Public Works,
John Davis, Public Works Superintendent

References:

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

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

1. Company Name: _____

   Description of Work: _____

   Contract Date: _____

   Contact Person: _____

   Telephone: _____ Fax: _____

   Email address: _____

2. Company Name: _____

   Description of Project: _____

   Completion Date: _____

   Contact Person: _____

   Telephone: _____ Fax: _____

   Email address: _____

3. Company Name: _____

   Description of Project: _____

   Completion Date: _____

   Contact Person: _____

   Telephone: _____ Fax: _____

   Email address: _____

Attachment: RFP 06-01 Janitorial Cleaning Service (22-6613 : Janitorial Servises RFP)

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

City of Norcross

Legislation Details (With Details)

File #:	22-6614	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 6:30 PM	**In Control:**	Mayor and Council
Title:	Incentive Program Amendment		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report- Incentive Program Amendment
2. NPS- INCENTIVE DESCRIPTION

Title
Incentive Program Amendment

Drafter
Steve Gaines

Motion
A motion Approve/Deny an amendment to the existing Norcross Power incentive program to exclude multi-family applications, while allowing City staff to recommend them on a case-by-case basis as part of an incentive package for select economic development projects.

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

Agenda Report

To: Mayor and Council

From: Steve Gaines, Superintendent Norcross Power

Meeting Date: December 5, 2022 – Mayor and Council

Item No.: 22-6614

Title: Incentive Program Amendment

CC: Eric Johnson, City Manager

Recommendation
Staff recommends adopting an amendment to the existing Norcross Power Incentive Program to exclude multi-family applications without approval of the City Manager.

Background
In most cases, multifamily developers choose a total electric option due to the lack of utility space and the ease of mitigating multiple utility sources. There has also been a provision for homeowners constructing additions to the existing dwelling.

Financial Impact
This option will keep Norcross Power from expending an exorbitant amount of incentive dollars to new construction developers. In some cases, those developers may already be receiving incentive from the City.

Attachments
Incentive program. Note the addendum marked with an asterisk.

Consistent with Comprehensive Plan?
Yes

Next Steps
After adoption, the existing Incentive Program will be updated on the City's website.

Attachment: Agenda Report- Incentive Program Amendment (22-6614 : Norcross Power Incentive Program Amendment)

NORCROSS POWER

Residential Energy Efficiency Rebate Incentive Program

*Multi-family ineligible unless explicitly provided for in a development agreement approved prior to permitting.

HVAC Rebate

Terms

- Unit must be inspected by Norcross Power official
- Central HVAC units only on primary dwelling only (outbuildings not eligible)
- Heat Pump (dual fuel not eligible)
- Installed new by qualified contractor in the State of Georgia
- Size must be 2 tons or larger to qualify

Rebates

- $500.00 per unit for builder installing qualified Heat Pump in a new home
- $500.00 per unit for: New homeowner, a homeowner completing additions to an existing dwelling, or homeowner replacing old gas unit with qualified Heat Pump.

Water Heater Rebate

Terms

- Unit must be inspected by Norcross Power official
- Electric Water Heater only in primary dwelling
- Installed new by qualified contractor in the State of Georgia
- Size must be 40 Gallons or larger to qualify

Rebates

- $150.00 per unit for builder installing qualified Water Heater in a new dwelling
- $150.00 per unit for home owner replacing old gas unit with qualified Water Heater

Incentive application must be completed within 30 days of installation.

Attachment: NPS- INCENTIVE DESCRIPTION (22-6614 : Norcross Power Incentive Program Amendment)

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

City of Norcross

Legislation Details (With Details)

File #:	22-6615	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 6:30 PM	**In Control:**	Mayor and Council
Title:	City-Wide Landscaping Services Contract Award		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report - RFP Award for City Wide Landscaping Maintenance Services
2. A1) Contractor Agreement - LS - PWUP 22-10
3. A2) BID Tabulation
4. A3) Russell Landscape Proposal

Title
City-Wide Landscaping Services Contract Award

Drafter
Shahin Khalili

Motion
A motion to Approve/Deny the contract agreement with Russell Landscape for the City-wide Landscaping Maintenance Services.

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

Agenda Report

To: Mayor and Council

From: Shahin Khalili, Landscape and Beautification Manager

Agenda: December 5, 2022 – Mayor and Council

Item #: 22-6615

Title: City Wide Landscaping Maintenance Services Contract Agreement

CC: Eric Johnson, City Manager

Recommendation

To approve the contract agreement with Russell Landscape for the City-wide Maintenance Services.

Background

Upon the expiration of the landscaping contracts with the landscaping contractors (BrightView & Imagescapes) City staff solicited qualified contractors to provide the landscaping Maintenance services for the next 5 years renewed on an annual basis. Bid announcement and opening took place on October 28th, a review committee comprised of city staff reviewed 6 contractors. After scoring the contracts based on the qualifications of staffing, the scope of work, references, and the overall costs, the review committee determined that Russell Landscaping be awarded the contract to perform the Landscaping services

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

All work will be conducted according to industry standards Financial Impact

Attachment: Agenda Report - RFP Award for City Wide Landscaping Maintenance Services (22-6615 : City-Wide Landscaping Services Contract

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

Financial impact

The costs associated with the city- wide Landscaping services were budgeted for FY 2023, costs are $336,640 for maintaining the parks and other areas city wide.

Consistent with Comprehensive Plan?

The approval of the contract with Russell Landscaping is consistent with the comprehensive plan, proceeding forward with this contract continues to define Norcross' sense of place by providing attractive landscaping and streetscaping. This also continues to strengthen the city as a livable, inclusive, and safe environment.

Next Steps

Upon approval and signatures, Russell Landscaping will move forward with the landscaping maintenance per the landscaping specifications outlined in the RFP.

Attachments

1) A1 - Contractor Agreement
2) A2 - Bid tabulation Sheet
3) A3 – Russell Landscaping Bid proposal

Update

N/A

Attachment: Agenda Report - RFP Award for City Wide Landscaping Maintenance Services (22-6615 : City-Wide Landscaping Services Contract

Contractor Agreement

AGREEMENT BETWEEN

RUSSELL LANDSCAPE AND THE CITY OF NORCROSS

PROJECT:

CITY WIDE LANDSCAPING MAINTENANCE SERVICES ,

PWUP 22-10

Project Description

The Contractor's work for PWUP 22-10 includes city-wide landscaping services of city parks and other miscellaneous areas within the City of Norcross, Gwinnett County, Georgia, all areas are delineated in the maps attached to the bid documents.

This AGREEMENT is made this _____day of _____in the year two thousand twenty-two (2022) between **The City of Norcross**, hereinafter the "owner", and Russell Landscape, LLC (hereinafter the "Contractor")

The contractor and owner for the consideration named herein agree as follows: SCOPE OF WORK:

The Contractor shall be expected to meet with the landscape and Beautification manager Shahin Khalili prior to the commencement of project. This meeting shall serve as an opportunity for both parties to review the specifications and visit the project site(s).

The project is to be completed in accordance with PWUP 22-10; the project should begin as determined on the contract agreement. Payment to be due as determined in the contract agreement.

Attachment: A1) Contractor Agreement - LS - PWUP 22-10 (22-6615 : City-Wide Landscaping Services Contract Award)

Other Provisions

All work shall be completed in a workmanship like manner and in compliance with all landscaping specifications outlined in the PWUP 22-10 RFP documents and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor may at its discretion, engage subcontractors to perform work hereunder, provided contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

All change orders shall be in writing and must be signed by the owner and contractor.

Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of the contractor or its employees and subcontractors. Contractor shall supply current declaration pages for such insurances at the execution of this agreement.

Contractor shall at its own expense obtain all permits necessary for the work to be performed.

Contractor agrees to remove all debris and leave the premises in broom clean condition.

In the event owner shall fail to pay any periodic or installment payment due hereunder, contractor may cease work without breach pending payment or resolution of any dispute.

Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials. Notwithstanding anything set forth herein to the contrary, Contractor shall be liable to and pay to owner liquidated damages in the amount of $500.00 per day for every day after the completion date if the project is not completed within 60 days. Owner shall have the non-exclusive option of deducting the liquidated damages from the contract price through reduction in the installments and or retainage.

Contractor warrants all work for a period of twelve (12) months following completion.

Attachment: A1) Contractor Agreement - LS - PWUP 22-10 (22-6615 : City-Wide Landscaping Services Contract Award)

The contractor further represents and warrants as follows:

1. Contractor at all times shall inspect and keep the workplace safe for contractor's agents, employees and any licensee or invitee and any other third party who might otherwise come onto the workplace. The workplace shall be defined as that portion of the project which is, from time to time, under the control of Contractor for the purpose of performance of Contractor's work according to the agreement.

2. Contractor agrees to indemnify and hold owners harmless from any and all claims, actions, damages or litigation arising out of contractor's failure to perform under the terms and conditions within the agreement, including the payment of owner's attorney's fees. This indemnification further provides that contractor will be responsible for any cost associated with the completion of the project should such costs of completions (which includes all labor and materials) exceed the initial fee proposal and contract price.

A. ATTACHMENTS:

1. Attachment "A" City of Norcross Request for Proposal and bid specifications – Project Description
2. Attachment "B" Contractors Information
3. Attachment "C" E-Verify Contractor Affidavit
4. Attachment "D" SAVE Affidavit

B. FEE PROPOSAL:

1. The owner shall pay the contractor for the material and labor to be performed under the contract, the sum of total fees not to exceed three *hundred thirty-six thousand, six hundred and forty dollars,* ($336,640.00), subject to change-order additions and deductions.

2. Payment Applications will be submitted by the 1st of each month. Payment will be made by the 14th of the same month.

3. Retainage will be held by the owner equal to 10 percent of each pay application, up to 50% of the contract amount. Retainage shall be paid in full upon completion of the work.

C. SCHEDULE:

1. The Contractor is prepared to begin work upon receipt of a signed contract.

Attachment: A1) Contractor Agreement - LS - PWUP 22-10 (22-6615 : City-Wide Landscaping Services Contract Award)

D. PROJECT INSPECTIONS:

1. The renovation project shall be inspected by the city's Landscape and Beautification Manager or other city staff. These inspections shall be in addition to required inspection by the Department of Public Works, Utilities and Parks.

E. TERMS AND CONDITIONS:

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

F. INSURANCE REQUIREMENTS

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

Certificate Holder should read:

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

Attachment: A1) Contractor Agreement - LS - PWUP 22-10 (22-6615 : City-Wide Landscaping Services Contract Award)

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

Russell Landscape	CITY OF NORCROSS
_____	_____
(Signature)	Craig Newton, Mayor
_____	_____
(Printed name and title)	Monique Lang, City Clerk
_____	_____
(Date)	(Date)
_____	_____
(SEAL)	(SEAL)

Attachment: A1) Contractor Agreement - LS - PWUP 22-10 (22-6615 : City-Wide Landscaping Services Contract Award)

NORCROSS
a place to imagine

Department of Public Works, Utilities & Parks
345 Lively Avenue, Norcross GA 30071
Office: 678-421-2069 Fax: 770-255-2335
www.norcrossga.net

Attachment: A2) BID Tabulation (22-6615 : City-Wide Landscaping Services Contract Award)

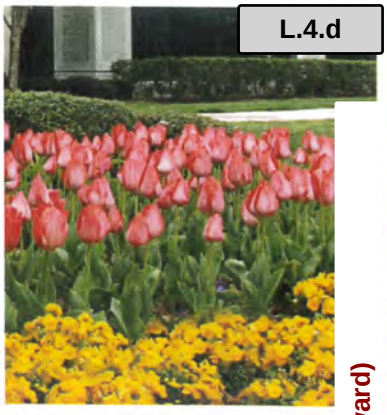
Bid Tabulation

Landscaping Maintenance Service – PWUP 22-10

October 28th, 2022 11:00 AM

Location: 345 Lively Avenue, Norcross, GA 30071

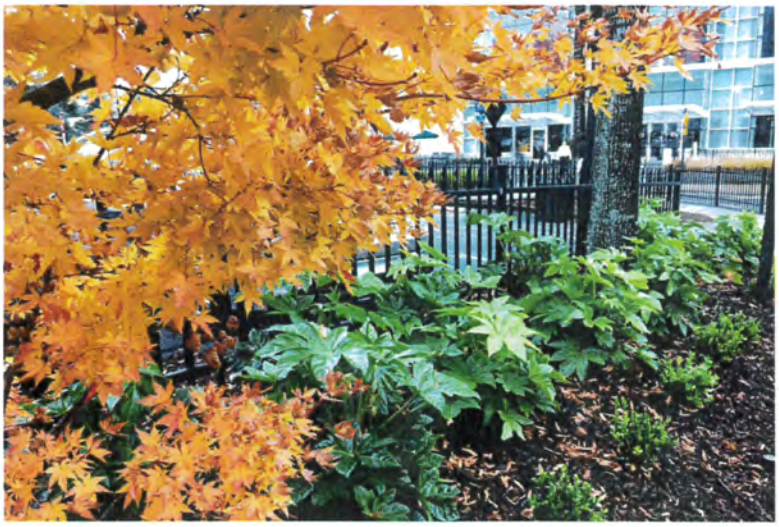
Company Name	Bid Amount Option 1A	Bid Amount Option 1B	Bid Amount Entire City	Requested Documents Submitted
Carbapple Landscapes Experts	$306,828 /Annual	$160, 992	$467,820/annual	
Brightview Landscape Services	$285, 881 /An	$151, 735	$437, 616/annual	
Imagescapes Inc.	—	$138, 216		
Ed Castro Landscape	$242,550	$132,507	$375,057	
Yellowstone Landscaping	—	$134,400	—	
Russell Landscape	$217,020	$124,200	$336,640	



ATLANTA + CHARLESTON + DESTIN + NASHVILLE + SAVANNAH + TAMPA

PROPOSAL FOR PARTNERSHIP

CITY OF NORCROSS
DEPARTMENT OF PUBLIC WORKS, UTILITES AND PARKS
PWUP 22-10



UNMATCHED IN THE INDU

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

October 28th, 2022

RE: City of Norcross Landscape Maintenance Services – PWUP 22-10

As landscape service provider for the City of Norcross, Russell Landscape's primary objective will be to enhance the experience of all those who encounter the sites through sound economical delivery of landscape management services and to ensure all users, guests, and employees return home safely every day. We are well versed in working on similar high profile sites, clear of the level of expectation, and capable of delivering it. Working in concert with the City of Norcross team to manage and enhance the grounds through a systematic phased approach will continue to be a principle focus for Russell Landscape. We are prepared to deliver a specific outline of our plan and would welcome a chance to discuss.

Clear communication will be key in the day to day management and continual improvement of the city grounds. Our dedicated account manager will conduct weekly evaluations of the property, noting any landscape maintenance items for completion over the next week as well as any issues with structures, safety, lighting, parking, or anything of note management should be aware of. Any issues will be communicated to city management as needed. These evaluations will be key in driving the quality and continual improvement of the grounds as well as addressing concerns in a timely manner.

As one of the largest commercial landscape companies in the southeast, and the largest headquartered in Georgia, we have a vast amount of support available beyond the crews dedicated to the management of the City of Norcross grounds. In the unusual event of severe storm, surprise events, or other unknown need, our staff of over 600 will always be available to get across whatever finish line presents itself. With all the daily challenges the management of this complex city presents, you can feel confident Russell Landscape will assume ownership of your grounds as our own. We would be honored to be your partner.

Truly,

John Wetherald
Director of Business Development
Russell Landscape
404-520-7903
John@RussellLandscape.com

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

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Labor Resources and Organizational Chart	11
W9 – Request for Taxpayer Identification Number and Certification	18
Sample Certificate of Insurance	19

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

COMPANY HISTORY

Founded in 1987 by Dr. W.E. "Bill" Russell, Russell Landscape is a family owned and managed commercial landscape company. Based in Sugar Hill, Georgia, it has grown to be one of the largest landscape firms in the southeast, and the largest headquartered in Georgia. Russell Landscape is capable of successfully managing any job of any size and offers a complete scope of diverse landscape services catering to municipalities, community improvement districts, commercial buildings, retail centers, schools, homeowners associations, and townhome and condominium communities. These services include landscape design and installation, hardscapes, irrigation, maintenance, chemical, and technical services. Russell Landscape has received numerous awards from the Urban Agriculture Council, for projects both installed and maintained. The company has consistently been listed in the Atlanta Business Chronicle's best commercial landscape contractors for more than 20 years and is also listed in the Top 60 landscape contractors in the country. Russell Landscape has been fortunate enough to provide maintenance and installation services to numerous municipalities and community improvement districts throughout metro Atlanta including the City of South Fulton, the City of Lawrenceville, the City of Chamblee, the City of Atlanta, the City of Alpharetta, the City of Sandy Springs, the Lilburn CID, the Cumberland CID, the Gwinnett Place CID, the Metro South CID, the North Fulton CID, and the Sugarloaf CID, to name a few.

Russell Landscape produced approximately 50 million dollars in annual landscape revenues in 2021 while providing landscape services to over 1,000 properties. At Russell, we take pride in our work and are committed to providing our customers the highest level of professional, personalized services, available in the industry. Our goal is to create a memorable and impactful environment for all users while ensuring our customer's expectations are at the forefront. Russell Landscape's vast support system is populated with highly educated and trained landscape professionals specializing in each facet of our business. The company has four local branch locations; Sugar Hill, Mableton, Canton, and our Atlanta branch located in Doraville, so ample support is available in the event it is needed. We take great pride in the people that represent our company and the over 600 Russell Landscape employees have the full support of Georgia's largest locally owned landscape contractor. The company, its ownership, and team of employees have always strived to be good stewards to the community and the environment. Each year Russell Landscape donates a great deal of time and resources to raise funds for different sectors of the community. The company is also highly focused on issues relating to clean water, conservation, and the protection of our environment. We are involved with the U.S. Green Building Council, Urban Agriculture Council, North Fulton Water Council, and the Clean and Beautiful Campaign. Our ownership and executive team believe these initiatives and affiliations help create a specific company culture in which every employee strives toward the same goal, which translates to delivery of the highest level of service available in the industry.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

OPERATIONAL PLAN

After carefully measuring all landscape areas that comprise the included scope for the City of Norcross, Russell Landscape has verified the specific number of man hours required to maintain each individual area as well as all areas as whole. Each area was measured to determine the specific turf type and square footage, leaf and litter removal time, pruning time, mulch quantity, bed area square footage, and seasonal color square footage.

Russell Landscape will utilize one, three person maintenance crew operating in a 3.5 ton landscape truck to accomplish the bulk of the landscape management tasks in approximately three and one half ten hour days.

However, should additional support be required, supplemental crews will be available to address any additional requests or complete any service visit items that were not completed during the initial visits. Additionally, we have a high focus on trash and debris removal using many tools such as our commercial vacuum machines to make sure the sites always look their best. Each crew will have a complete set of all necessary maintenance equipment; large mowers (walk behind), push mowers, metal blade edgers, string trimmers, blowers, and back pack sprayers, as well various hand tools such as any necessary pruning equipment, shovels, tarps, rakes, brooms, etc. Each truck will be equipped with all safety equipment necessary to safely perform work in these high traffic areas as well.

All herbicide applications shall be performed by the dedicated Russell Landscape horticulture department whose only focus is chemical management and plant health. These applications will be applied using our logoed spray vehicles and personnel applying both liquid and granular products at the proper rates per material label and under EPA guidelines and restrictions. Russell Landscape currently has 15 employees possessing licenses with the state of Georgia to apply pesticides, as well as the necessary licenses from the state to apply as a company.

All Russell Landscape service teams mentioned above will be under the direct supervision of an Account Manager. He will serve as the main point of contact as well as be responsible for the coordination of all activities of Russell Landscape employees managing the landscape for The City of Norcross. The Account Manager will in turn report to his Branch Manager and our Chief Operating Officer. Any installation or renovation efforts will be handled by our Vice President of Construction and his group. This team of individuals will work seamlessly to ensure all quality expectations are being met and exceeded. Biographies are below.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

ABOUT OUR TEAM

Hugh Cooper has been the Chief Operations Officer for Russell Landscape for 8 years and has been a leader in the landscape industry for nearly 30 years. He holds a Bachelor of Science in Landscape Architecture and a minor in Horticulture from the University of Georgia. He is a member of the Georgia Turfgrass Association, the Urban Agriculture Council, and the Georgia Community Association Institute. Hugh has spent his entire career managing ornamental landscape in the southeast and is a wealth of knowledge that will ensure no pest, disease, or fertility issues go untreated. Hugh will be integrally involved with the service and management of the City of Norcross and is available via e-mail at HughC@RussellLandscape.com or cell phone at 678-537-1155

Brandon Thomas, Vice President of Customer Experience, has been a VP with our company since 2007 and has been a part of the Russell team since 2000. He holds a Bachelor of Science in Landscape Horticulture Degree from Auburn University, Class of 1999. He has over 20 years of experience in the landscape industry and is a Georgia Certified Landscape Professional and a Georgia Ornamental and Turf Category 24 license holder. He is also a member of the Georgia Turfgrass Association, the Urban Agriculture Council, and the Georgia Community Association Institute. Brandon will oversee the service and management of the City of Norcross at the company leadership level and will be available via e-mail at BrandonT@RussellLandscape.com or cell phone at 770-391-8068.

Eddie Murillo, Branch Manager of our Atlanta branch, will be handling the day-to-day management of the Concourse campus. Eddie has nearly 20 years of construction and landscape experience and quickly rose through the ranks after starting on a maintenance crew in his early 20's. He methodically learned each aspect of our business from the ground up working on, and later running, crews in each specialty department to get a thorough understanding of the seasonal color, horticultural services, irrigation services, maintenance, and installation departments. Additionally, he is a category 24 pesticide application license holder. This dedication and experience have earned the respect of his peers and superiors and shaped him into the strong leader and customer service expert he is today. Eddie can be reached via email at EddieM@RussellLandscape.com or cell phone at 404-266-7370.

Matt Doster is our Director of Landscape Construction and will handle the design, management, and implementation of any large scale enhancements the city elects to undergo. Matt has an extensive background in landscape construction in the Atlanta area spanning the last 20 years. He joined the Russell Landscape team in 2016 and is now our resident expert in all areas of construction including planting, hardscapes, irrigation, low voltage lighting, and just about any challenge we have run across. He's been involved in many recent high profile jobs including the City of Atlanta Gateway, the Atlanta Zoo elephant enclosure, the Cherokee Country Club renovation, and Six Flags & Riverside & I-20 interchanges just to name a few. Matt can be reached via email at MattD@RussellLandscape.com or cell phone at 678-618-0023.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

MAINTENANCE PERSONNEL UNIFORMS

RUSSELL LANDSCAPE
Celebrating 30 Years!

Official Maintenance Crew Uniform

Name Tag

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

HIRING AND TRAINING PROCEDURES

a. New Hire Procedure

Once a potential candidate has expressed interest in working for Russell Landscape an application is completed and submitted to our Human Resources Manager and an interview is scheduled with the appropriate Branch or Account Manager. After an interview has been conducted and a job offer is extended and accepted, a Russell landscape hire packet is completed by the employee. This packet includes the following:

a. All required state and federal tax documentation
b. I-9 employment eligibility paperwork and documentation
c. Drug screening consent
d. Background check consent
e. Personal Protection Equipment Contract
f. Russell Landscape Safety Contract

b. Team Member Training:

Russell Landscape prides itself on having the most qualified and well-trained staff of professional men and women in the industry. All Russell Landscape employees are required to complete a series of training programs at different milestones of their tenure starting from the very first day of employment and continuing throughout their careers with Russell.

Initial Training:

New employees are teamed with experienced Training Crew Leaders for their first 30 days of employment, regardless of their previous experience. During this initial period, newly hired individuals will be evaluated and taught the skillsets necessary to deliver Russell quality service. This includes but is not limited to:

a. Proper use of safety equipment
b. Handling and usage of stick equipment such as edgers and weed-eaters
c. Handling and usage of mowing equipment
d. Handling and usage of blowers
e. Handling, storage and use of common herbicides and pesticides
f. Plant and turf identification
g. Proper pruning technique for the most common species of plant, tree and shrubs

Once a newly hired team member has demonstrated proficiency in these areas, he or she is then assigned to a permanent crew.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Ongoing Training:

All team members are required to participate in ongoing training programs that focus on particular areas of landscape maintenance such as but not limited to:

a. Advanced pruning techniques
b. Turf, shrub and plant disease and stress identification
c. Advanced pesticide, herbicide and fungicide use
d. First-aid and CPR

On-site Training:

Every property is different, and all Russell employees understand the importance of personalized service. Prior to any crew commencing service on any property of any kind, a thorough walk of the property is performed with the Crew Leader and the Account manager where all areas of special interest or special instructions are identified. The first 30 days of service on all new properties are governed by a specific set of guidelines pertaining to maintenance, irrigation, herbicide, pesticide and fertilizer applications. Account Managers, Property Managers and Crew Leaders will be in very close contact to ensure that all obligations and expectations are met and exceeded.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

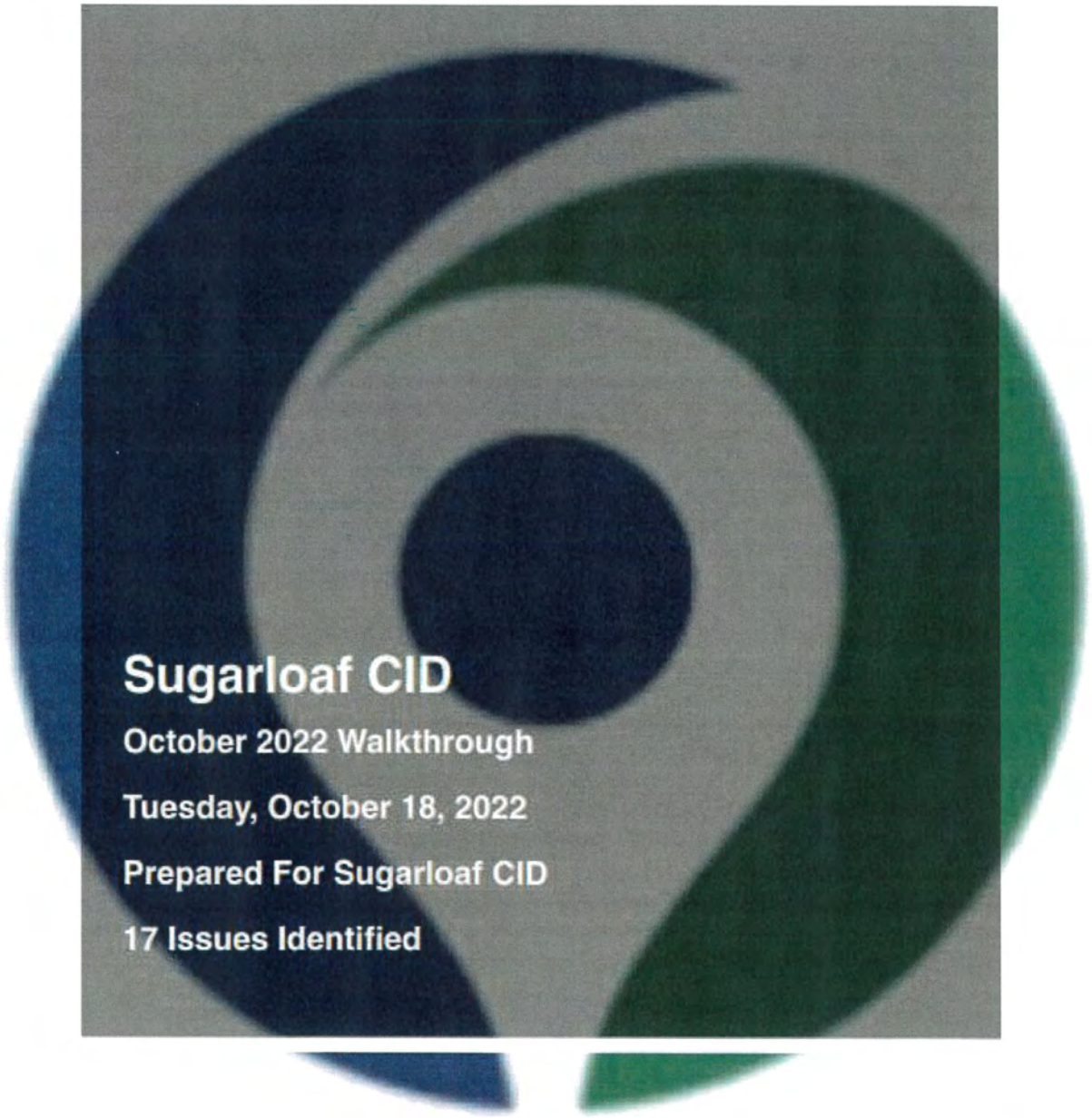
EQUIPMENT LIST:

The following equipment and tools are available for utilization in the management of the City of Norcross:

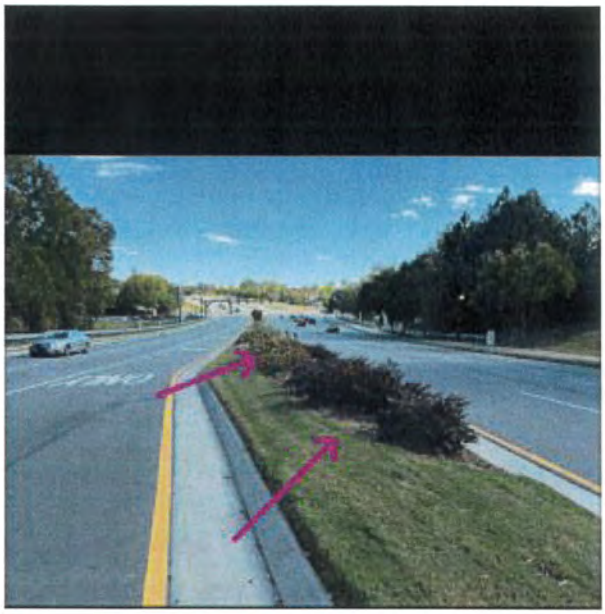
- eXmark 96 inch riding mowers
- eXmark 60 inch walk-behind mowers
- eXmark 48 inch walk-behind mowers
- eXmark 21 inch push mowers
- Reelmaster 3100D 72 inch reel mower
- Stihl backpack blowers
- Stihl backpack sprayers
- Stihl weed-eaters
- Stihl stick edgers
- Stihl hedge trimmers
- Stihl gas shears
- Stihl pole chainsaws
- Stihl 21" chainsaws
- Stihl electric blowers
- Stihl electric weed-eaters
- Stihl electric edgers
- Stihl electric pole saws
- Honda pressure washer
- Ventrac aerator
- Little Wonder street blower
- Isuzu 1-ton trucks with 600 gallon spray rigs
- Isuzu 1-ton equipment trucks
- Bed-trenching machine
- Assorted hand tools, shovels, rakes, ladders, etc.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

SAMPLE MONTHLY REPORT:



Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)



Sugarloaf Parkway
1.) Hand prune spent blooms in medians
2.) Focus on bed definition

Sugarloaf Parkway
Hand pull weeds growing in Day Lillies

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Premiere Parkway
Focus on cleanliness weekly
Edge curb-lines as needed.

Interior Islands
1.) Discuss rejuvenation pruning
2.) Provide proposal to clean
crown and raise canopies of trees.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

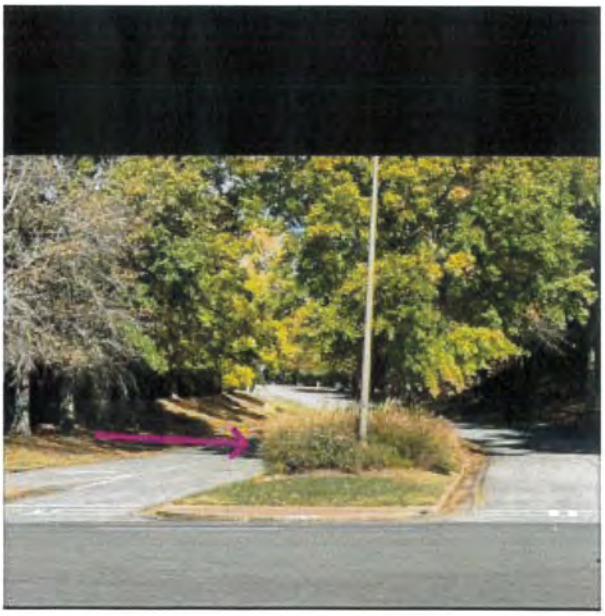
Fescue Turf
Fescue turf looks great.

Proposal Item
Discuss different options for areas currently pinestrawed.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

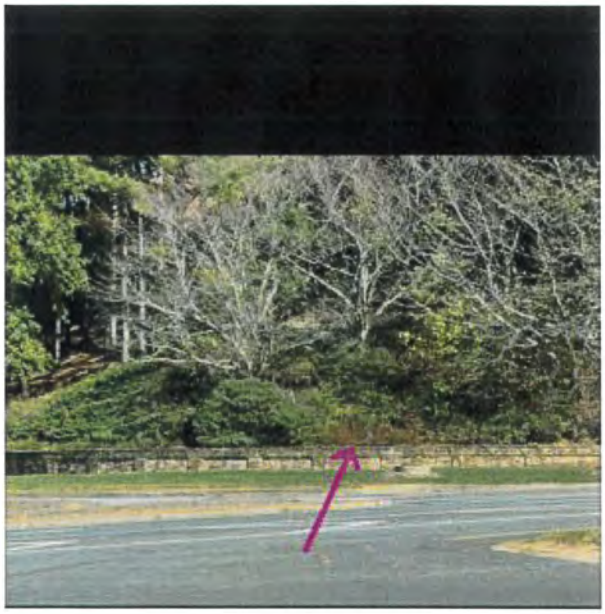
Proposal Options
1.) Discuss options to convert beds to hardwood mulch

2.) Provide proposal to clean crown and raise canopies of all interior trees

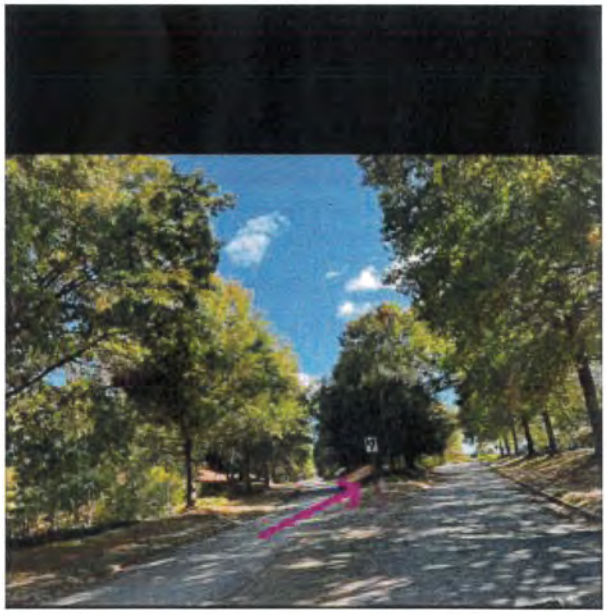


Center Median Islands
Schedule pruning of all Roses throughout in late winter. Some Roses may need to be removed.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)



Landscape Easement
Hand pull weeds along landscape easement.



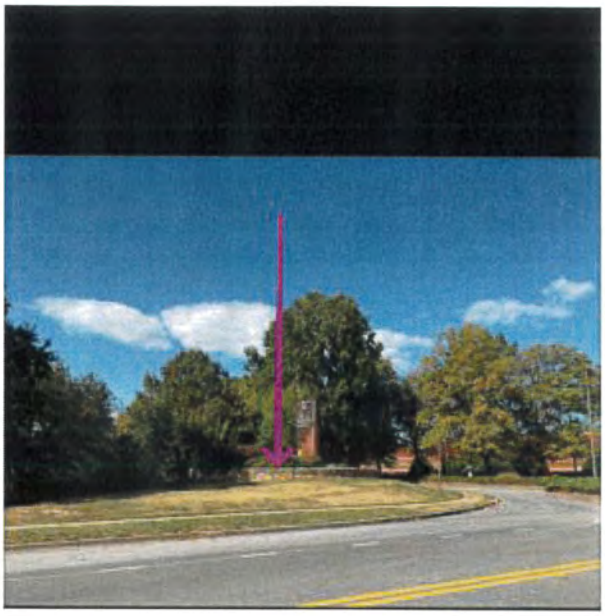
Interior Median Island
Continue focusing on leaf control

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Proposal Option
Provide proposal to remove dead or declining Junipers throughout median islands. Add pinestraw as needed to bare areas once removal has been completed.

Weed Control
Address weeds in natural areas

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)



Aeration & Overseed
Propose aerating and overseeding declining Fescue areas.

Satellite Median Island
Focus on cleanliness. Shovel sediment in gutters as needed.
Remove any signs

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

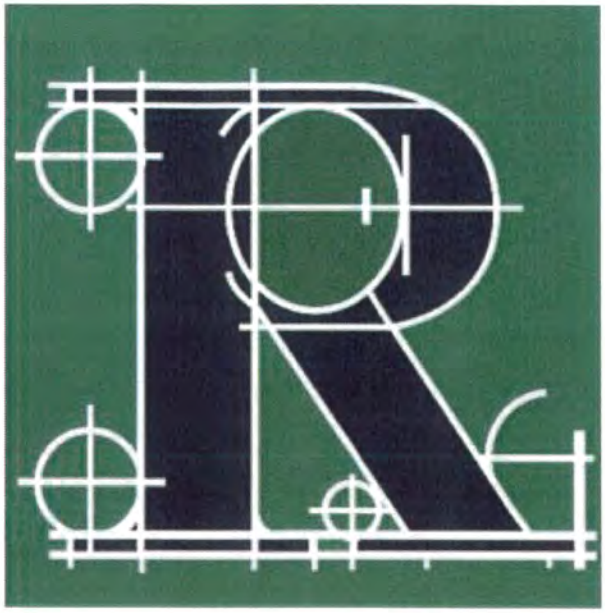
1-85 Interchange
Focus on weeds along underpass.

Provide proposal options to plant areas in drought tolerant plant material

12 Stone Area
1.) Focus on bed definition.
2.) Remove suckers from Crape Myrtles
3.) Trim any unsightly dead weeds

Upcoming- Schedule pre-emergent application for bed areas.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)



Summary of Walkthrough
1.) Focus on cleanliness while leaves drop. Shovel sediment as needed.
2.) Hand pull any remaining weeds
3.) Beds and curblines need to be edged as needed over the next (30) days.
4.) Schedule pre-emergent for bed spaces
5.) Provide pricing for tree canopy elevation, aeration & overseeding, and different options to address pinestrawed areas in pork chop islands along entrances of Premiere Pkwy.

Dusty Chandler
Russell Landscape Group

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

SAFETY

Russell Landscape has a moral and business obligation to provide a safe work environment for its employees, subcontractors, and the public. It is therefore, the company's policy to abide by the Occupational Safety and Health Standards and to initiate and maintain appropriate practices that promote safety in the work environment.

All of our employees and subcontractors are required to attend a weekly safety program. All employees and Subcontractors are also given a company Safety Manual as well as Company Safety Rules upon hire, for their review and signature. These items include, but are not limited to:

- Safety Acknowledgement Form
- Highway Right of Way Safety Training
- Construction Jobsite Safety Rules
- Substance Abuse Policy
- Hazard Communication/ MSDS
- Regular Safety Training
- Fire Extinguisher Safety
- Fall Protection Safety
- Lawn Maintenance Safety
- Emergency Planning
- Ladder Safety
- Housekeeping/ Clean-up
- Electrical Safety
- Excavation and Trenching Safety
- Crane and Rigging Safety
- Vehicle Safety
- Accident Reporting

In addition, all employees are required to wear official Russell Landscape work shirts, khaki work pants, hard toe boots, yellow reflective logoed safety vests, and all appropriate PPE (Personal Protective Equipment) as determined by job specifics.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

a) **SPECIFICATIONS**

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

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

ORGANIZATIONAL CHART:

The Russell Landscape team is populated with experts in our field and have foundations that match our core values. Each of the individuals on our management team are depicted in the below organizational chart that is illegible at this scale. An expandable version is included with our digital proposal.

CORE VALUES:

1. Faith and Family
2. Heart of Service
3. Integrity
4. Pursuit of Knowledge and Excellence

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Russell Landscape, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

Print or type. See Specific Instructions on page 3.

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 63220

Requester's name and address (optional)

6 City, state, and ZIP code
Charlotte, NC 28263-3220

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 6 - 5 3 8 4 5 4 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jeff P Burg Date ▶ 01-06-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2022

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 Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345	CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321 FAX (A/C, No): 404-633-1312 E-MAIL ADDRESS: certs@yatesins.com
INSURED Russell Landscape, LLC 4300 Woodward Way Sugar Hill GA 30518 RUSSCO01-C	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : Nautilus Insurance Company — 17370 INSURER C : Amerisure Insurance Company — 19488 INSURER D : Amerisure Mutual Insurance Company — 23396 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 876643735 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPP21180010101	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA 21180000101	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CU 211800020102	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC31401322	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B C C	Professional/Pollution Liability Installation/Builders Risk Leased/Rented Equipment			CPP202453615 IM 2119260101 CPP21180010101	7/1/2022 7/1/2022 7/1/2022	7/1/2023 7/1/2023 7/1/2023	$1,000,000 Occ $1,000 Deductible $1,000 Deductible	$2,000,000 AGG $500,000 $75,000

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

Crime Policy#CPP21180010101- Effective Date 7/1/2022 - 7/21/2023 - Limit $150,000*

Subject to policy terms, conditions, forms and exclusions, the insurance coverage afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Leased/Rented Equipment, Owner, Lessor or Manager of Premises, Automobile Liability and Umbrella Liability; Blanket Primary & Noncontributory in regards to General Liability, Automobile Liability and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation and Umbrella Liability. Per Project Aggregate and Per Location Aggregate applies to the General Liability.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: RUSSCO01-C
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Yates, LLC	NAMED INSURED Russell Landscape, LLC 4300 Woodward Way Sugar Hill GA 30518
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

FORMS:
CG7048 10/15 – Contractor's Blanket Additional Insured Endorsement – Form A
CG7049 04/17 – Contractors General Liability Extension Endorsement
CA7115 11/09 – Advantage Commercial Automobile Broad Form Endorsement
CA7165 09/11 - Designated Insured-Primary Non-Contributory Coverage When Required by Insured Contract or Cert
CUDS7102 04/14 - Schedule of Underlying Insurance
CU7467 11/07 - Blanket Additional Insured - Primary/Non-Contributory Coverage
CU2403 09/00 - Waiver Of Transfer Of Rights Of Recovery Against Others To Us
WC000313 04/84 - Waiver of Our Right to Recover from Others Endorsement

ACORD 101 (2008/01)

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Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Certificate Must Be Publicly Displayed As Required by Law

CITY OF SUGAR HILL, GEORGIA

OCCUPATION TAX/BUSINESS LICENSE

License Number 2016144

Name of Business Russell Landscape LLC

Business Address 4300 Woodward Way
Sugar Hill, GA 30518

Tax As L099-LANDSCAPE SERVICES
Tax Class 2

This License Tax Receipt Exp 01/31/2023

Date Issued 01/31/2022

The City of Sugar Hill City Clerk shall have the right to suspend any license issued under the ordinance of the City of Sugar Hill, whenever a person, firm, or corporation doing business shall deviate from the normal operation for which the license was purchased or fails in performance to meet the required regulations and code as set forth by the municipality issuing this license, by the Sugar Hill Building Inspection Department, Gwinnett County Police/Fire/Health Department, or violate any law or ordinance of the United States, the State of Georgia, or the County of Gwinnett as pursuant to such business conducted under such license tax, or when it shall be proven before the City Clerk's office that there is a violation of a nuisance law, or when the health, morals' interests, and convenience of the public demand the suspension of such license.

CITY CLERK/COLLECTOR

License is NOT Transferable

Georgia Department of Agriculture
Gary W. Black, Commissioner
Pesticide Division
19 M.L.K. Jr. Drive, SW, Room 410
Atlanta, GA 30334
Tele: (404) 656-4958 Fax: (404) 657-8378
agr.georgia.gov/pesticides.aspx

PESTICIDE CONTRACTOR LICENSE

Expiration Date:
12/31/2022

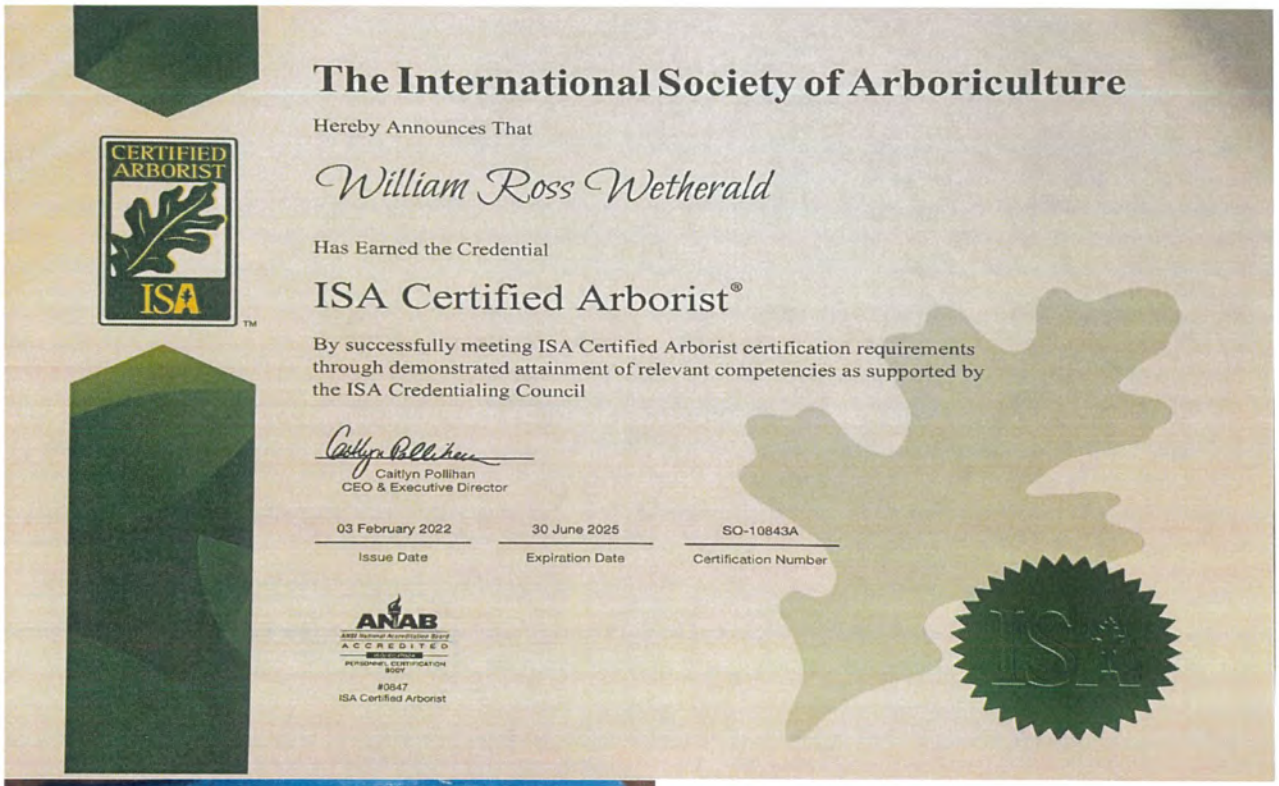
License Number:
19371

Russell Landscape LLC
4300 Woodward Way
Sugar Hill GA 30518

Categories:
24;

This License Must Be Posted At All Times In A Prominent Location.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)



The International Society of Arboriculture

Hereby Announces That

William Ross Wetherald

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

03 February 2022	30 June 2025	SO-10843A
Issue Date	Expiration Date	Certification Number

ANAB
#0847
ISA Certified Arborist

GSWCC
Georgia Soil and Water Conservation Commission

Jeremiah A Wilson

Level IA Certified Personnel

Certification Number 00[illegible]85014

Issued: 08/17/2021 Expires: 08/17/2024

Issued By:
Georgia Soil and Water Conservation Commission
4310 Lexington Road
Athens, Ga 30605
706.352.4474
gaswcc.georgia.gov

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Irrigation Association

8280 Willow Oaks Corporate Drive
Suite 630
Fairfax, VA 22031-4507
Tel: 703.536.7080
Fax: 703.536.7019

Select Certified®
IRRIGATION ASSOCIATION

CAIS: Certified Agricultural Irrigation Specialist
CAWM: Certified Agricultural Water Manager
CGIA: Certified Golf Irrigation Auditor
CIC: Certified Irrigation Contractor
CID: Certifed Irrigation Designer
CIT: Certified Irrigation Technician
CLIA: Certified Landscape Irrigation Auditor
CLIM: Certifed Landscape Irrigation Manager
CLWM: Certified Landscape Water Manager

www.irrigation.org | certification@irrigation.org

Chad Brown
CIC, CLIA, CLWM

Certification ID#: 67276
Expiration Date: 12/31/2022
CEU Cycle: 1/1/2022 to 12/31/2023

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Russell Landscape H2B Program Involvement

Russell Landscape does not currently utilize the H2B program in the metro Atlanta market. The company does utilize the program in our Savannah, Charleston, Nashville, and Destin markets and have found great success with participation. H2B workers comprise less than 20% of our workforce in the markets in which they are present.

During the seasonal tenure of these participants, typically April 1st through November 1st, Russell Landscape provides each member with an comprehensive on-boarding procedure that includes company values, policies and procedures, as well as technical training used in the course of their duties.

Hours and Manpower Estimate

Russell Landscape will utilize one, three-person maintenance crew operating in a 3.5 ton landscape truck to accomplish the bulk of the landscape management tasks in approximately three and one half ten hour days.

Estimated peak season man hours per week – 105

Thrasher and Lillian Webb Park Rye Overseeding Process

If awarded, Russell Landscape will aerate and overseed the Thrasher and Lillian Webb Parks each fall with premium Rye grass seed. During the overseeding method, Russell Landscape will utilize a slice seeding machine to ensure excellent seed-to-soil contact. Russell Landscape will use approximately seven pounds of seed for every one thousand square feet at both the Thrasher Park, and Lillian Webb Park; which are roughly 36,900, and 110,700 square feet, respectively.

Russell Landscape and its staff have used this method to great affect in prior seasons. This process will take place ideally between mid to late October, but will always fluctuate with appropriate horticultural timing as the seasons change.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

City of Norcross
Department of Public Works, Utilities and Parks

Proposal Form (Option IA)

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

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

PROJECT SITE LOCATIONS (IA)

SITE NAME	LOCATION	TYPE*	Price
Rossie Brundage Park	397 Autry Street	B	$17,340.00 - Includes 64 CY of mulch.
Thrasher Park	50 North Peachtree Street	A	$29,580.00 - Includes 91 CY, 68 sq ft of seasonal color.
Lion Club Park	Corner of Jones & Wingo Streets	A	$6,180.00 - Includes 9 CY, 130 sq ft of seasonal color.
Buford Highway Median In front of Library		C	$4,500.00 - Includes 24 CY
Library Plaza Planters/ Buford Highway installation/ Walkway @ Brunswick Holcomb Bridge Street trees & Planters	• 5735 Burford Highway • Holcomb Bridge Road	A	$21,000.00 - Includes 85 CY
Historic Cemetery	211 S Cemetery St	B	$34,560.00 - Includes 2 CY, 54 sq ft of seasonal color.
Summerour Park	Price Pl	B	$9,060.00 - Includes 36 CY
Pinnacle Park	250 Pinnacle Way	A	$35,100.00 - Includes 127 CY
Gateway Entrances	• Holcomb Bridge Road & Peachtree Industrial Blvd. • N. Peachtree Street & Medlock Bridge Road	A	$4,680.00 - Includes 9 CY
Veteran's Park	455 South Peachtree Street	B	$13,080.00 - Includes 40 CY, 156 sq ft of seasonal color.

Downtown Streets	• S. Peachtree Street • Jones Street	A	$23,340.00 - Includes 22 CY, 925 sq ft of seasonal color.
Heritage Park	100 Lawrenceville Street	A	$3,060.00 - Includes 9 CY
STREET "PLANTERS"	• Traffic Island – N. Norcross Tucker Road & S. Peachtree • 113 S. Peachtree Street (at B&W Auto Parts)	A	$1,980.00 - Includes 2 CY
N. Norcross Tucker Road by Northbelt Pkwy		C	$4,440.00 - Includes 16 CY
Thrasher Street Between Jones St. & Holcomb bridge Road		B	$7,500.00 - Includes 4 CY
Col. Jones Park	@Intersection of W. Peachtree Street & Holcomb Bridge Road	C	$1,620.00 - Includes .5 CY, 27 sq ft of seasonal color.

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

Total (IA)	$217,020.00

City of Norcross
Department of Public Works, Utilities and Parks

Proposal Form (Option IB)

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

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

PROJECT SITE LOCATIONS (IB)

SITE NAME	LOCATION	TYPE*	Price
Betty Mauldin Park	45 Jones Street	A	$12,240.00 - Includes 3 CY
City Hall	65 Lawrenceville Street	A	$12,900.00 - Includes 67 CY, 68 sq ft of seasonal color.
Norcross Cultural Arts & Community Center	10 College Street	A	$7,860.00 - Includes 37 CY
FIRE MUSEUM	165 Lawrenceville Street	A	$7,620.00 - Includes 25 CY, 70 sq ft of seasonal color.
WELCOME CENTER	189 Lawrenceville Street	A	$6,720.00 - Includes 20 CY, 140 sq ft of seasonal color.
Cotton Gin	125 Lawrenceville Street	A	$4,200.00 - Includes 10 CY
Discovery Gardens II	205 Lawrenceville Street	B	$9,300.00 - Includes 97 CY
Lillian Webb Community Park	47 College Street	A	$43,380.00 - Includes 117 CY, 99 sq ft of seasonal color.
Intersection at Mitchell Road and Everglades		C	$6,480.00 - Includes 34 CY
Intersection at Mitchell Road and Brook Hollow		C	$4,860.00 - Includes 12 CY
Public Works Building	345 Lively Ave.	C	$8,640.00 - Includes 19 CY, 86 sq ft of seasonal color.

Total (IB)	$124,200.00

City of Norcross
Department of Public Works, Utilities and Parks

Proposal Form (Option Entire City)

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

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

PROJECT SITE LOCATIONS (Entire City)

SITE NAME	LOCATION	TYPE*	Price
Rossie Brundage Park	397 Autry Street	B	$17,040.00 - Includes 64 CY of mulch.
Thrasher Park	50 North Peachtree Street	A	$29,160.00 - Includes 91 CY, 68 sq ft of seasonal color.
Lion Club Park	Corner of Jones & Wingo Streets	A	$6,120.00 - Includes 9 CY, 130 sq ft of seasonal color.
Buford Highway Median In front of Library		C	$4,440.00 - Includes 24 CY
Library Plaza Planters/ Buford Highway installation/ Walkway @ Brunswick Holcomb Bridge Street trees & Planters	• 5735 Burford Highway • Holcomb Bridge Road	A	$20,650.00 - Includes 85 CY
Historic Cemetery	211 S Cemetery St	B	$34,290.00 - Includes 2 CY, 54 sq ft of seasonal color.
Summerour Park	Price Pl	B	$8,940.00 - Includes 36 CY
Pinnacle Park	250 Pinnacle Way	A	$34,500.00 - Includes 127 CY
Gateway Entrances	• Holcomb Bridge Road & Peachtree Industrial Blvd. • N. Peachtree Street & Medlock Bridge Road	A	$4,560.00 - Includes 9 CY
Veteran's Park	455 South Peachtree Street	B	$12,900.00 - Includes 40 CY, 156 sq ft of seasonal color.

Downtown Streets	• S. Peachtree Street • Jones Street	A	$23,220.00 - Includes 22 CY, 925 sq ft of seasonal color.
Heritage Park	100 Lawrenceville Street	A	$3,000.00 - Includes 9 CY
STREET "PLANTERS"	• Traffic Island – N. Norcross Tucker Road & S. Peachtree • 113 S. Peachtree Street (at B&W Auto Parts)	A	$1,980.00 - Includes 2 CY
N. Norcross Tucker Road by Northbelt Pkwy		C	$4,380.00 - Includes 16 CY
Thrasher Street Between Jones St. & Holcomb bridge Road		B	$7,320.00 - Includes 4 CY
Col. Jones Park	@Intersection of W. Peachtree Street & Holcomb Bridge Road	C	$1,620.00 - Includes .5 CY, 27 sq ft of seasonal color.
Betty Mauldin Park	45 Jones Street	A	$12,060.00 - Includes 3 CY
City Hall	65 Lawrenceville Street	A	$12,720.00 - Includes 67 CY, 68 sq ft of seasonal color.
Norcross Cultural Arts & Community Center	10 College Street	A	$7,740.00 - Includes 37 CY
FIRE MUSEUM	165 Lawrenceville Street	A	$7,500.00 - Includes 25 CY, 70 sq ft of seasonal color.
WELCOME CENTER	189 Lawrenceville Street	A	$6,720.00 - Includes 20 CY, 140 sq ft of seasonal color.
Cotton Gin	125 Lawrenceville Street	A	$4,140.00 - Includes 10 CY
Discovery Gardens II	205 Lawrenceville Street	B	$9,180.00 - Includes 97 CY
Lillian Webb Community Park	47 College Street	A	$42,780.00 - Includes 117 CY, 99 sq ft of seasonal color.
Intersection at Mitchell Road and Everglades		C	$6,420.00 - Includes 34 CY
Intersection at Mitchell Road and Brook Hollow		C	$4,800.00 - Includes 12 CY

Public Works Building	**345 Lively Ave.**	**C**	$8,460.00 - Includes 19 CY, 86 sq ft of seasonal color.

Total	$336,640.00

NOTE:

- Russell Landscape proposes to increase the annual proposed price by 4.0% each subsequent year of the contract.

The current average index for the cost of living is about 8.6%. If that trend continues, we will need to re-evaluate the annual increases and would like the opportunity to discuss how any changes have impacted our business and how we can offset unforeseen changes.

City of Norcross
Department of Public Works, Utilities & Parks

TOTAL (Option IA $ 217,020.00

TOTAL (Option IB $ 124,200.00

TOTAL (Option Entire City $ 336,640.00

Written Amount: IA Two hundred seventeen thousand, and twenty dollars.

Written Amount: IB One hundred twenty four thousand, two-hundred dollars.

Written Amount: Entire City Three hundred thirty six thousand, six hundred and forty dollars..

Company: Russell Landscape

Authorized Signature/Date: William Ross Wetherald

Printed Name: William Ross Wetherald

Email: rossw@russelllandscape.com

Gasoline to Electric Landscaping Equipment Transition

Being good stewards of the Earth is a core principle to Russell Landscape, and as a company we have taken great interest and have invested many hours into researching the emerging electric landscape equipment tool sector. At this juncture, we feel that the progress of the technology in this field has lagged behind market desire, unfortunately.

In the research that Russell Landscape has conducted on riding mowers that currently meet industry standards for use, longevity, and quality, it has found that mowers are on average 170% more expensive than their gasoline equivalents for only the mower. When adding the necessary battery packs for those mowers the costs grow to nearly 250% more expensive than an industry standard mower. Russell Landscape will continue to rigorously research and follow this technology, but we currently feel utilization of large equipment is cost prohibitive in most cases. Additionally, the current battery life expectations do not meet the needs of a crew visiting multiple sites. That said, anything is possible with the proper resources and we are open to discussing pricing options to incorporate large machinery if that is the desire of the city. We have found success with hand held equipment and would be open to incorporating those tools with the award of the whole city option.

We would cherish this opportunity to partner with the City of Norcross in leading the landscape industry into a greener future!

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

NORCROSS
a place to imagine

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: City of Norcross - Landscape Maintenance Date of Project: January 1, 2023

Legal Name of Contractor: Russell Landscape

Address: 4300 Woodward Way City: Sugar Hill State: GA Zip Code: 30518

Federal Work Authorization User Identification Number (E-Verify Number): 1162645 (4-6 digit numeric #)

Date of Authorization: 04/01/2017 **EXEMPT: YES OR NO**

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

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

Signature of Authorized Officer/Agent	Date	Printed Name and Title of Authorized Officer/Agent
	10/28/22	William Russell CEO

MUST BE COMPLETED BY NOTARY
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28TH DAY OF October, 20 22

Executed in Sugar Hill (City), Georgia (State)

THERESA M DELAO NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 23, 2025

Theresa M DeLao
NOTARY PUBLIC Signature

2/23/25
My Commission Expires

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

NORCROSS
a place to imagine

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 **Russell Landscape** (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? _____.

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

MUST BE COMPLETED BY NOTARY

I, William Russell (representative for) Russell Landscape, LLC
(Printed NAME of individual and natural person) (Name of BUSINESS, corporation, partnership, etc.)

Signature of Applicant — 10/28/22 Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28TH DAY OF October, 2022

Executed in Sugar Hill (City), GA (State)

NOTARY PUBLIC Signature — 2/25/25 My Commission Expires

THERESA M DELAO NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 23, 2025

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

References for Landscape Maintenance Services - PWUP 22-10

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

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

1. Company Name: City of Lawrenceville

   Description of Project: Landscape Maintenance

   Completion Date: 2014 - Present

   Contact Person: Barry Mock - Assistant City Manager

   Telephone: 770-277-7532 Fax:

   Email address: barry.mock@lawrencevillega.org

2. Company Name: Cumberland CID

   Description of Project: Landscape Maintenance

   Completion Date: 2012-2020 & 2022-Present

   Contact Person: Kyethea Clark - Director of Operations

   Telephone: 770-859-2324 Fax:

   Email address: kclark@cumberlandcid.org

3. Company Name: City of Alpharetta

   Description of Project: Landscape Maintenance

   Completion Date: 2022-Present

   Contact Person: Will Ebrly

   Telephone: 678-297-6202 Fax:

   Email address: weberly@alpharetta.ga.us

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Local Contractors

While the location that will be servicing the scope outlined in this RFP for the City of Norcross is currently in Doraville, which is located 2.4 miles away on Pleasantdale Rd, many employees are proud to call the city of Norcross their home. One such employee is COO Hugh Cooper, who has enjoyed living with his wife and children in Norcross for over twenty years.

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Russell Landscape, LLC
4300 Woodward Way
Sugar Hill, GA 30518

SURETY:
(Name, legal status and principal place of business)
Capitol Indemnity Corporation
P.O. Box 5900
Madison, WI 53705-0900
Mailing Address for Notices

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.

OWNER:
(Name, legal status and address)

City of Norcross
345 Lively Avenue
Norcross, GA 30071

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

City of Norcross, Department of Public Works, Utilities & Parks, Annual Landscape Maintenance Services (PWUP 22-10)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of October, 2022.

Victoria Bettis
(Witness)

Russell Landscape, LLC
(Principal) *(Seal)*
By:
(Title)

Dana D. Rutledge
(Witness) Dana D. Rutledge

Capitol Indemnity Corporation
(Surety) *(Seal)*
By:
(Title) Daniel Yates, Attorney-in-Fact

S-0054/AS 8/10

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

Bid Bond
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION,** a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Daniel Yates
Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

$ See Bond Form (Bond Amount) for Bid Bond (Bond Number) on behalf of Russell Landscape, LLC (Principal)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION,** a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

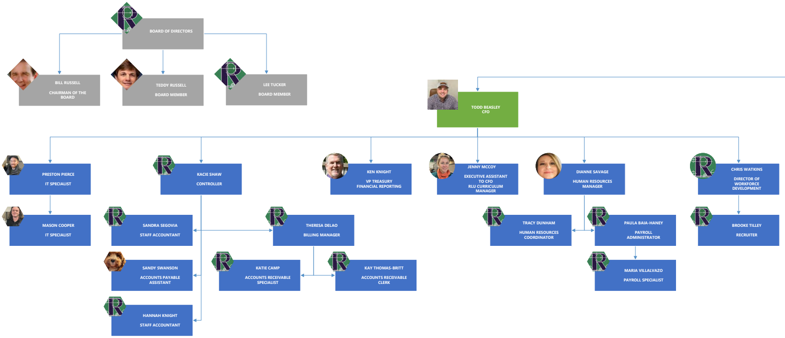
Signed and sealed at the City of Middleton, State of Wisconsin this 28th day of October, 2022.

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA (Rev. 01-2020)

Attachment: A3) Russell Landscape Proposal (22-6615 : City-Wide Landscaping Services Contract Award)



BOARD OF DIRECTORS

BILL RUSSELL
CHAIRMAN OF THE BOARD

TEDDY RUSSELL
BOARD MEMBER

LEE TUCKER
BOARD MEMBER

TODD BEASLEY
CFO

PRESTON PIERCE
IT SPECIALIST

MASON COOPER
IT SPECIALIST

KACIE SHAW
CONTROLLER

SANDRA SEGOVIA
STAFF ACCOUNTANT

SANDY SWANSON
ACCOUNTS PAYABLE ASSISTANT

HANNAH KNIGHT
STAFF ACCOUNTANT

THERESA DELAO
BILLING MANAGER

KATIE CAMP
ACCOUNTS RECEIVABLE SPECIALIST

KAY THOMAS-BRITT
ACCOUNTS RECEIVABLE CLERK

KEN KNIGHT
VP TREASURY
FINANCIAL REPORTING

JENNY MCCOY
EXECUTIVE ASSISTANT TO CFO
RLU CURRICULUM MANAGER

DIANNE SAVAGE
HUMAN RESOURCES MANAGER

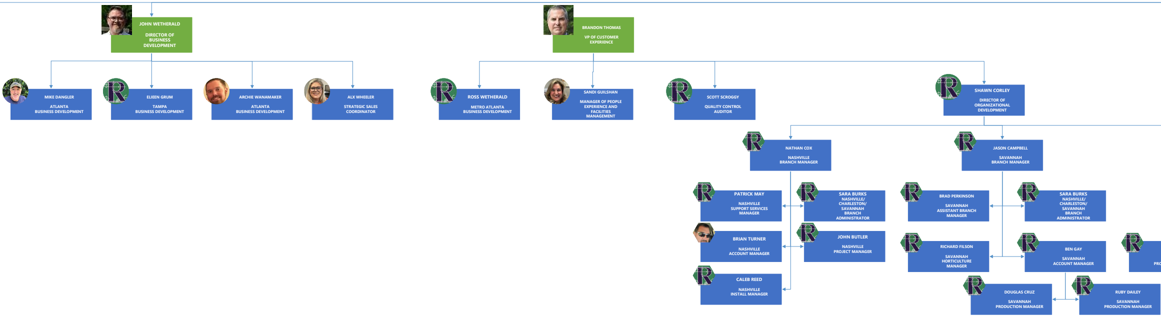
TRACY DUNHAM
HUMAN RESOURCES COORDINATOR

PAULA BAIA-HANEY
PAYROLL ADMINISTRATOR

MARIA VILLALVAZO
PAYROLL SPECIALIST

CHRIS WATKINS
DIRECTOR OF WORKFORCE DEVELOPMENT

BROOKE TILLEY
RECRUITER



JOHN WETHERALD
DIRECTOR OF BUSINESS DEVELOPMENT

MIKE DANGLER
ATLANTA
BUSINESS DEVELOPMENT

ELIEEN GRUM
TAMPA
BUSINESS DEVELOPMENT

ARCHIE WANAMAKER
ATLANTA
BUSINESS DEVELOPMENT

ALX WHEELER
STRATEGIC SALES COORDINATOR

BRANDON THOMAS
VP OF CUSTOMER EXPERIENCE

ROSS WETHERALD
METRO ATLANTA
BUSINESS DEVELOPMENT

SANDI GUILSHAN
MANAGER OF PEOPLE EXPERIENCE AND FACILITIES MANAGEMENT

SCOTT SCROGGY
QUALITY CONTROL AUDITOR

SHAWN CORLEY
DIRECTOR OF ORGANIZATIONAL DEVELOPMENT

NATHAN COX
NASHVILLE
BRANCH MANAGER

PATRICK MAY
NASHVILLE
SUPPORT SERVICES MANAGER

SARA BURKS
NASHVILLE/ CHARLESTON/ SAVANNAH
BRANCH ADMINISTRATOR

BRIAN TURNER
NASHVILLE
ACCOUNT MANAGER

JOHN BUTLER
NASHVILLE
PROJECT MANAGER

CALEB REED
NASHVILLE
INSTALL MANAGER

JASON CAMPBELL
SAVANNAH
BRANCH MANAGER

BRAD PERKINSON
SAVANNAH
ASSISTANT BRANCH MANAGER

SARA BURKS
NASHVILLE/ CHARLESTON/ SAVANNAH
BRANCH ADMINISTRATOR

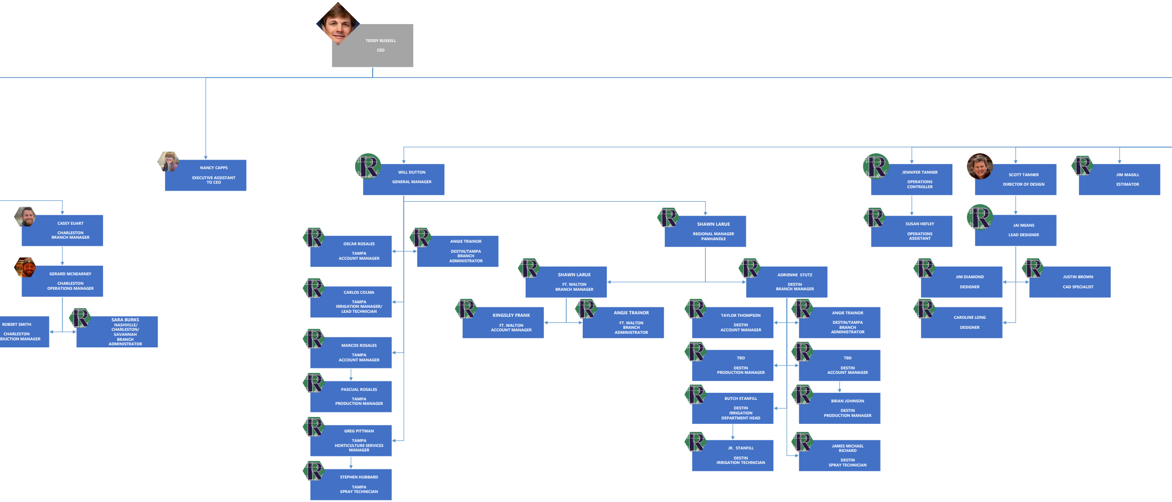
RICHARD FILSON
SAVANNAH
HORTICULTURE MANAGER

BEN GAY
SAVANNAH
ACCOUNT MANAGER

PRO

DOUGLAS CRUZ
SAVANNAH
PRODUCTION MANAGER

RUBY DAILEY
SAVANNAH
PRODUCTION MANAGER



TEDDY RUSSELL
CEO

NANCY CAPPS
EXECUTIVE ASSISTANT
TO CEO

CASEY EUART
CHARLESTON
BRANCH MANAGER

GERARD MCNEARNEY
CHARLESTON
OPERATIONS MANAGER

ROBERT SMITH
CHARLESTON
DUCTION MANAGER

SARA BURKS
NASHVILLE/
CHARLESTON/
SAVANNAH
BRANCH
ADMINISTRATOR

WILL DUTTON
GENERAL MANAGER

OSCAR ROSALES
TAMPA
ACCOUNT MANAGER

ANGIE TRAINOR
DESTIN/TAMPA
BRANCH
ADMINISTRATOR

CARLOS COLMA
TAMPA
IRRIGATION MANAGER/
LEAD TECHNICIAN

MARCOS ROSALES
TAMPA
ACCOUNT MANAGER

PASCUAL ROSALES
TAMPA
PRODUCTION MANAGER

GREG PITTMAN
TAMPA
HORTICULTURE SERVICES
MANAGER

STEPHEN HUBBARD
TAMPA
SPRAY TECHNICIAN

SHAWN LARUE
REGIONAL MANAGER
PANHANDLE

SHAWN LARUE
FT. WALTON
BRANCH MANAGER

KINGSLEY FRANK
FT. WALTON
ACCOUNT MANAGER

ANGIE TRAINOR
FT. WALTON
BRANCH
ADMINISTRATOR

ADRIENNE STUTZ
DESTIN
BRANCH MANAGER

TAYLOR THOMPSON
DESTIN
ACCOUNT MANAGER

ANGIE TRAINOR
DESTIN/TAMPA
BRANCH
ADMINISTRATOR

TBD
DESTIN
PRODUCTION MANAGER

TBD
DESTIN
ACCOUNT MANAGER

BUTCH STANFILL
DESTIN
IRRIGATION
DEPARTMENT HEAD

BRIAN JOHNSON
DESTIN
PRODUCTION MANAGER

JR. STANFILL
DESTIN
IRRIGATION TECHNICIAN

JAMES MICHAEL
RICHARD
DESTIN
SPRAY TECHNICIAN

JENNIFER TANNER
OPERATIONS
CONTROLLER

SUSAN HEFLEY
OPERATIONS
ASSISTANT

SCOTT TANNER
DIRECTOR OF DESIGN

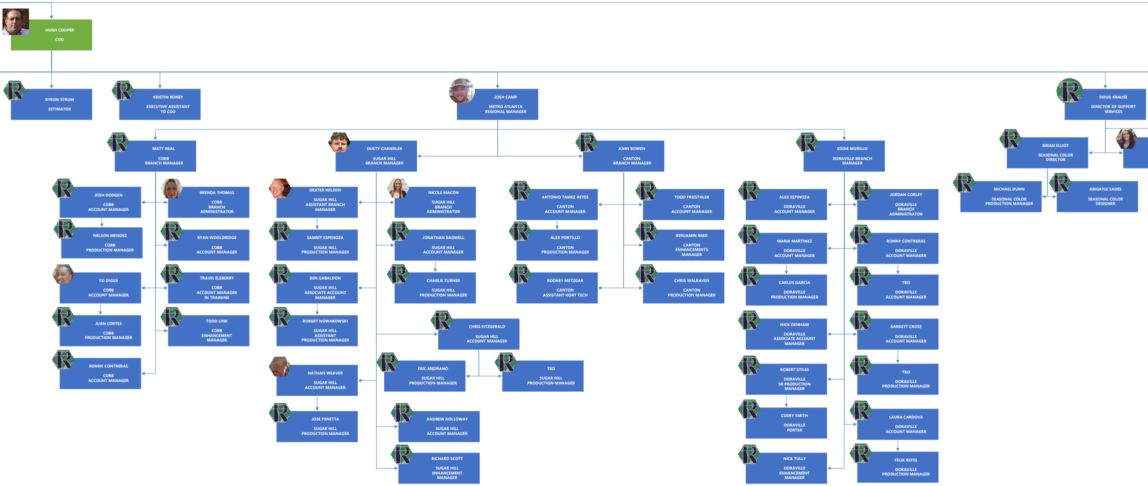
JAI MEANS
LEAD DESIGNER

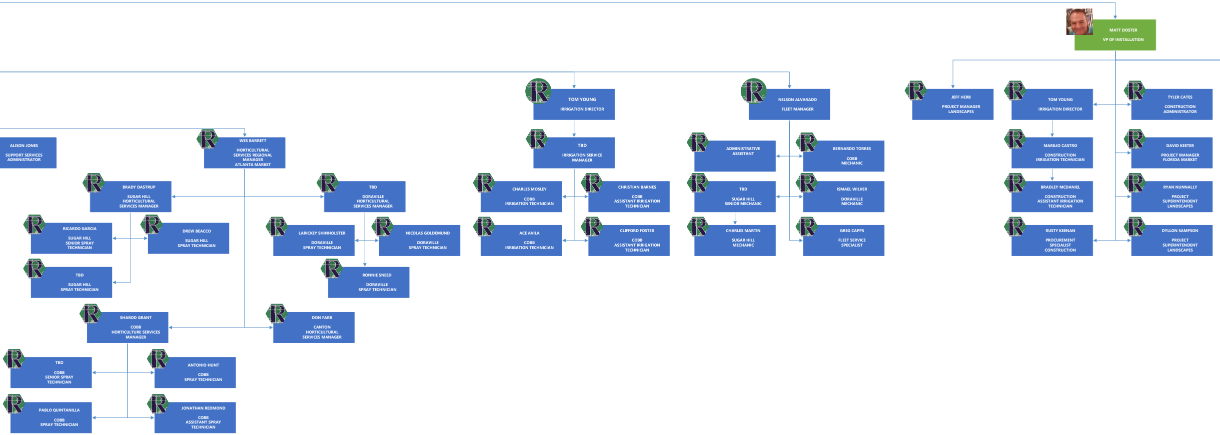
JIM DIAMOND
DESIGNER

JUSTIN BROWN
CAD SPECIALIST

CAROLINE LONG
DESIGNER

JIM MAGILL
ESTIMATOR


HUGH COOPER COO
BYRON STRUM ESTIMATOR
KRISTIN RONEY EXECUTIVE ASSISTANT TO COO
JOSH CAMP METRO ATLANTA REGIONAL MANAGER
DOUG KRAUSE DIRECTOR OF SUPPORT SERVICES
MATT NEAL COBB BRANCH MANAGER
DUSTY CHANDLER SUGAR HILL BRANCH MANAGER
JOHN BOWEN CANTON BRANCH MANAGER
EDDIE MURILLO DORAVILLE BRANCH MANAGER
BRIAN ELLIOT SEASONAL COLOR DIRECTOR
JOSH DODGEN COBB ACCOUNT MANAGER
NELSON MENDEZ COBB PRODUCTION MANAGER
TEI DIGGS COBB ACCOUNT MANAGER
JUAN CORTES COBB PRODUCTION MANAGER
RONNY CONTRERAS COBB ACCOUNT MANAGER
BRENDA THOMAS COBB BRANCH ADMINISTRATOR
RYAN WOOLDRIDGE COBB ACCOUNT MANAGER
TRAVIS ELSBERRY COBB ACCOUNT MANAGER IN TRAINING
TODD LINK COBB ENHANCEMENT MANAGER
DEXTER WILSON SUGAR HILL ASSISTANT BRANCH MANAGER
SAMMY ESPENOZA SUGAR HILL PRODUCTION MANAGER
BEN GABALDON SUGAR HILL ASSOCIATE ACCOUNT MANAGER
ROBERT NOWAKOWSKI SUGAR HILL ASSISTANT PRODUCTION MANAGER
NATHAN WEAVER SUGAR HILL ACCOUNT MANAGER
JOSE PENETTA SUGAR HILL PRODUCTION MANAGER
NICOLE MACON SUGAR HILL BRANCH ADMINISTRATOR
JONATHAN BAGWELL SUGAR HILL ACCOUNT MANAGER
CHARLIE TURNER SUGAR HILL PRODUCTION MANAGER
CHRIS FITZGERALD SUGAR HILL ACCOUNT MANAGER
ERIC MEDRANO SUGAR HILL PRODUCTION MANAGER
TBD SUGAR HILL PRODUCTION MANAGER
ANDREW HOLLOWAY SUGAR HILL ACCOUNT MANAGER
RICHARD SCOTT SUGAR HILL ENHANCEMENT MANAGER
ANTONIO TAMEZ-REYES CANTON ACCOUNT MANAGER
ALEX PORTILLO CANTON PRODUCTION MANAGER
RODNEY METZGAR CANTON ASSISTANT HORT TECH
TODD FREISTHLER CANTON ACCOUNT MANAGER
BENJAMIN REED CANTON ENHANCEMENTS MANAGER
CHRIS WALRAVEN CANTON PRODUCTION MANAGER
ALEX ESPINOZA DORAVILLE ACCOUNT MANAGER
MARIA MARTINEZ DORAVILLE ACCOUNT MANAGER
CARLOS GARCIA DORAVILLE PRODUCTION MANAGER
NICK DENHAM DORAVILLE ASSOCIATE ACCOUNT MANAGER
ROBERT STILES DORAVILLE SR PRODUCTION MANAGER
CODEY SMITH DORAVILLE PORTER
NICK TULLY DORAVILLE ENHANCEMENT MANAGER
JORDAN CORLEY DORAVILLE BRANCH ADMINISTRATOR
RONNY CONTRERAS DORAVILLE ACCOUNT MANAGER
TBD DORAVILLE ACCOUNT MANAGER
GARRETT CROSS DORAVILLE ACCOUNT MANAGER
TBD DORAVILLE PRODUCTION MANAGER
LAURA CARDOVA DORAVILLE ACCOUNT MANAGER
FELIX REYES DORAVILLE PRODUCTION MANAGER
MICHAEL DUNN SEASONAL COLOR PRODUCTION MANAGER
ABIGAYLE EADES SEASONAL COLOR DESIGNER


MATT DOSTER VP OF INSTALLATION
TOM YOUNG IRRIGATION DIRECTOR
NELSON ALVARADO FLEET MANAGER
JEFF HERB PROJECT MANAGER LANDSCAPES
TOM YOUNG IRRIGATION DIRECTOR
TYLER CATES CONSTRUCTION ADMINISTRATOR
ALISON JONES SUPPORT SERVICES ADMINISTRATOR
WES BARRETT HORTICULTURAL SERVICES REGIONAL MANAGER ATLANTA MARKET
TBD IRRIGATION SERVICE MANAGER
ADMINISTRATIVE ASSISTANT
BERNARDO TORRES COBB MECHANIC
MARILIO CASTRO CONSTRUCTION IRRIGATION TECHNICIAN
DAVID KEETER PROJECT MANAGER FLORIDA MARKET
BRADY DASTRUP SUGAR HILL HORTICULTURAL SERVICES MANAGER
TBD DORAVILLE HORTICULTURAL SERVICES MANAGER
CHARLES MOSLEY COBB IRRIGATION TECHNICIAN
CHRISTIAN BARNES COBB ASSISTANT IRRIGATION TECHNICIAN
TBD SUGAR HILL SENIOR MECHANIC
ISMAEL WILVER DORAVILLE MECHANIC
BRADLEY MCDANIEL CONSTRUCTION ASSISTANT IRRIGATION TECHNICIAN
RYAN NUNNALLY PROJECT SUPERINTENDENT LANDSCAPES
RICARDO GARCIA SUGAR HILL SENIOR SPRAY TECHNICIAN
DREW BEACCO SUGAR HILL SPRAY TECHNICIAN
LARICKEY SHINHOLSTER DORAVILLE SPRAY TECHNICIAN
NICOLAS GOLDEMUND DORAVILLE SPRAY TECHNICIAN
ACE AVILA COBB IRRIGATION TECHNICIAN
CLIFFORD FOSTER COBB ASSISTANT IRRIGATION TECHNICIAN
CHARLES MARTIN SUGAR HILL MECHANIC
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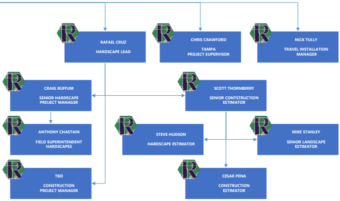
DYLLON SAMPSON PROJECT SUPERINTENDENT LANDSCAPES
TBD SUGAR HILL SPRAY TECHNICIAN
RONNIE SNEED DORAVILLE SPRAY TECHNICIAN
SHAROD GRANT COBB HORTICULTURE SERVICES MANAGER
DON FARR CANTON HORTICULTURAL SERVICES MANAGER
TBD COBB SENIOR SPRAY TECHNICIAN
ANTONIO HUNT COBB SPRAY TECHNICIAN
PABLO QUINTANILLA COBB SPRAY TECHNICIAN
JONATHAN REDMOND COBB ASSISTANT SPRAY TECHNICIAN


RAFAEL CRUZ
HARDSCAPE LEAD
CHRIS CRAWFORD
TAMPA
PROJECT SUPERVISOR
NICK TULLY
TRAVEL INSTALLATION
MANAGER
CRAIG BUFFUM
SENIOR HARDSCAPE
PROJECT MANAGER
SCOTT THORNBERRY
SENIOR CONTSTRUCTION
ESTIMATOR
ANTHONY CHASTAIN
FIELD SUPERINTENDENT
HARDSCAPES
STEVE HUDSON
HARDSCAPE ESTIMATOR
MIKE STANLEY
SENIOR LANDSCAPE
ESTIMATOR
TBD
CONSTRUCTION
PROJECT MANAGER
CESAR PENA
CONSTRUCTION
ESTIMATOR

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COUNCILMEMBER ARLENE BECKLES · COUNCILMEMBER BRUCE GAYNOR · CITY MANAGER ERIC JOHNSON · CITY CLERK MONIQUE LANG

City of Norcross

Legislation Details (With Details)

File #:	22-6616	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 6:30 PM	**In Control:**	Mayor and Council
Title:	NDA Board of Director Terms		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - NDA Board Director Terms

Title
NDA Board of Director Terms

Drafter
William Corbin

Motion
A motion to Approve/Deny the correction of the board of directors terms for the Norcross Development Authority (NDA), setting all initial board of director terms to four years so that they align with the State of Georgia's enabling statute

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

Agenda Report

To: Mayor and Council

From: William Corbin, Economic Development Director

Meeting Date: December 5, 2022 – Mayor and Council

Item No.: 22- 6616

Title: NDA Board Director Terms

CC: Eric Johnson, City Manager

Recommendation
Correct the board director terms for the Norcross Development Authority (NDA) so that they align with the State of Georgia's enabling statute.

Background
City of Norcross staff has identified an inconsistency with the City's ordinance as it pertains to the established terms approved by Mayor & Council for the NDA's board of directors. The inconsistency is with the City's ordinance that created the NDA and the board director terms that Mayor & Council approved in December 2020.

In short, Mayor & Council re-established the NDA with the intention of staggering the boardmember terms as quickly as possible within the first two years. In order to achieve this goal, three NDA board directors were issued terms of two years while the remaining four NDA board directors were given 4-year terms.

However, per the State of Georgia's enabling statute, all initial board director terms must be set for four years (December 2024 in this case).

Thereafter, the second slate of the NDA's board – appointed in December 2024 – is bifurcated (e.g. four board directors with 2-year terms and three board directors with 4-year terms).

Financial Impact
None.

Attachment: Agenda Report - NDA Board Director Terms [Revision 1] (22-6616 : NDA Board of Director Terms)

Consistent with Comprehensive Plan?
Yes. #4 Top Implementation Action – implementing the development strategy for the enhancement of the Town Center area;

Sustainability & Quality of Life – Redevelopment.

Next Steps
Because the prior resolution and vote that occurred in December of 2020 gave 2-year terms to three of the NDA's board directors, the slate should be amended by resolution to reflect the City's ordinance as well as the state enabling statute.

The city attorneys recommend that such a resolution be made before the terms expire in December 2022. This will align the terms with the City's ordinance and resolve the inconsistency.

Attachments
None.

Update
Not Applicable

Attachment: Agenda Report - NDA Board Director Terms [Revision 1] (22-6616 : NDA Board of Director Terms)

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City of Norcross

Legislation Details (With Details)

File #:	22-6617	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 6:30 PM	**In Control:**	Mayor and Council
Title:	Lease for Concession Stand at Summerour		
Sponsors:			
Code Sections:			

Attachments:

1. Agenda Report - Concession Stand Sublease
2. City of Norcross - Concession Stand Commercial Lease and Exhibits

Title
Lease for Concession Stand at Summerour

Drafter
Eric Johnson

Motion
A motion to Approve/Deny a commercial sublease with Alianza Salvadorena Miami Atlanta Corporation on a month-to-month basis for operation of the concession stand at Summerour Park.

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

Agenda Report

To: Mayor and Council

From: Eric R. Johnson, City Manager

Meeting Date: December 5, 2022 – Mayor and Council

Item No. 22-6617

Title: Sublease of Summerour Park Concession Stand

Recommendation – Authorize a commercial sublease with Alianza Salvadorena Miami Atlanta Corporation on a month-to-month basis for operation of the concessions stand at Summerour Park.

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

Financial Impact – The proposed monthly rent is $25.

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

Next Steps – NA.

Attachments – City of Norcross - Concession Stand Commercial Lease and Exhibits

Update – NA.

Attachment: Agenda Report - Concession Stand Sublease (22-6617 : Lease for Concession Stand at Summerour)

Attachment: City of Norcross - Concession Stand Commercial Lease and Exhibits (22-6617 : Lease for Concession Stand at Summerour)

COMMERCIAL SUBLEASE

This Sublease is made between **CITY OF NORCROSS**, ("Sublessor"), and **ALIANZA SALVDORENA MIAMI ATLANTA CORPORATION** ("Subtenant"). Subtenant hereby offers to sublease from Sublessor the Premises located in the City of Norcross, State of Georgia, identified as Area: 0.1292 AC., Exhibit B hereto, (the "Premises"), upon the following terms and conditions. (This document shall hereafter be referred to as the "Sublease").

TERMS AND CONDITIONS

1. The Premises. GCBE owns certain real property which are more particularly described on Exhibits A (the "Athletic Field Property") and B (the "Lions Club Property") (the Athletic Field Property and the Lions Club Property are hereinafter collectively referred to as the "GCBE Properties"). Sublessor leases Exhibit A and Exhibit B from GCBE.

2. Term and Rent. Sublessor subleases to Sublessee the above Premises on a month-to-month basis, commencing January1, 2023, or sooner as provided herein at the rental of $25.00 per month, paid to Sublessor on the first of each month.

3. Use. Subtenant shall use and occupy the Premises for the purpose of operating a concession stand. The Premises shall be used for no other purpose except upon the written consent of the parties hereto.

4. Care and Maintenance of Premises. Subtenant acknowledges that the Premises is in good order and repair, unless otherwise indicated herein. Subtenant shall, at its own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted.

5. Alterations. Subtenant shall not make any alterations, additions, or improvements, in, to or about the Premises.

6. Ordinances and Statutes. Subtenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal, state and federal authorities (including owner's association and similar entities) now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Subtenant.

7. Assignment and Subletting. Subtenant shall not assign this Sublease or sublet any portion of the Premises.

8. Utilities. Subtenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

9. Entry and Inspection. Subtenant shall permit Sublessor or Sublessor's agents (and/or Sublessor's lenders and/or their agents and representatives) to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

10. Insurance. Subtenant, at Subtenant's expense, shall maintain public liability insurance including bodily injury and property damage insuring Subtenant and Sublessor. Subtenant shall provide Sublessor with a Certificate of Insurance showing Sublessor as additional insured. The terms of said Insurance are described in Exhibit C attached hereto.

11. Sublessor's Remedies on Default. If Subtenant defaults in the performance of any covenants or conditions hereof, then Sublessor may terminate this Sublease and all rights of Sublessee under this Sublease by such written notice.

12. Waiver. No failure of Sublessor to enforce any term hereof shall be deemed to be a waiver.

Attachment: City of Norcross - Concession Stand Commercial Lease and Exhibits (22-6617 : Lease for Concession Stand at Summerour)

13. Governing Law. This Sublease is to be interpreted, enforced and governed by and under the laws of the State of Georgia, without giving effect to the conflict-of-laws, rules, and principals thereof.

14. Attorney's Fees. In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

15. Notices. Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid, to Subtenant at the Premises (or at the address indicated below), or Sublessor at the address specified below, or at such other places as may be designated by the parties from time to time.

16. Time of Essence. Time is of the essence in the performance of this Sublease.

17. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

SUBLESSOR:	**SUBTENANT:**
[CITY OF NORCROSS]	
By:_____(Seal) Name, Title	By:_____(Seal) Name, Title
Date:_____	Date:_____

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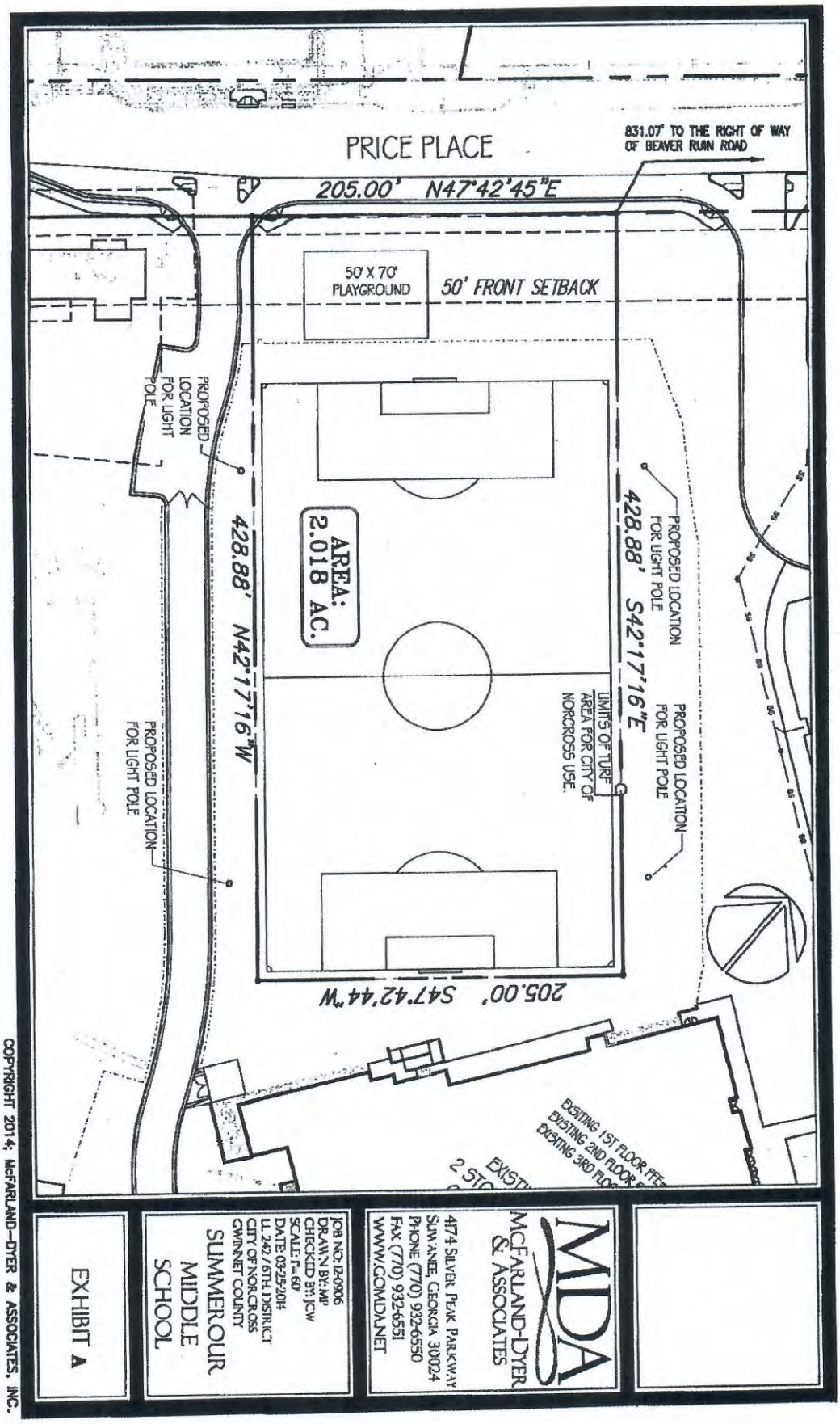
Attachment: City of Norcross - Concession Stand Commercial Lease and Exhibits (22-6617 : Lease for Concession Stand at Summerour)



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Attachment: City of Norcross - Concession Stand Commercial Lease and Exhibits (22-6617 : Lease for Concession Stand at Summerour)

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Attachment: City of Norcross - Concession Stand Commercial Lease and Exhibits (22-6617 : Lease for Concession Stand at Summerour)

Insurance Requirements.

1. The Subtenant shall maintain the following insurance:

(a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than$1,000,000.00 per occurrence, and property damage with limits of no less than $500,000.00 per occurrence;

(b) statutory workers' compensation insurance, including employer's liability insurance; and

(c) Upon request, the Subtenant shall deliver to the Sublessor a certificate of policy of insurance evidencing the Subtenant's compliance with this policy. The Subtenant shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

EXHIBIT C

Attachment: City of Norcross - Concession Stand Commercial Lease and Exhibits (22-6617 : Lease for Concession Stand at Summerour)

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

City of Norcross

Legislation Details (With Details)

File #:	22-6618	**Version:**	
Type #:	Agenda Item	**Status:**	Agenda Ready
On Agenda:	12/5/2022 6:30 PM	**In Control:**	Mayor and Council
Title:	One-Time Employee Salary Supplement		

Sponsors:

Code Sections:

Attachments:

1. Agenda Report- Employee One-time Salary Supplement

Title
One-Time Employee Salary Supplement

Drafter
Eric Johnson

Motion
A motion to Authorize a one-time pay supplement to City employees in the amount of $1,250 for sworn law enforcement officers, $1,000 for other full-time employees, and $500 for part-time employees, based on one-time reimbursements from FEMA, and in consideration of recent high rates of inflation and the continued challenges associated with the pandemic for employees over the past year.

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

Agenda Report

To: Mayor and Council

From: Eric Johnson, City Manager

Meeting Date: December 5, 2022 – Mayor and Council

Item No.: 22- 6618

Title: One-time Employee Pay Supplement

Recommendation – Authorize a one-time pay supplement to City employees in the amount of $1,250 for sworn law enforcement officers, $1,000 for other fulltime employees, and $500 for part-time employees, based on one-time reimbursements from FEMA, and in consideration of recent high rates of inflation and the continued challenges associated with the pandemic for employees over the past year.

Background – Employees are the City's greatest asset and have performed well while facing historic inflation and the continued challenges working through the pandemic. The City submitted documentation to the Federal Emergency Management Agency (FEMA) for Covid-related City expenditures that impacted prior budgets. FEMA approved reimbursements and transferred funds to the Georgia Emergency Management Agency (GEMA). GEMA will be processing two payments to the City in the amounts of $118,818 and $38,803, for a total of $157,621. Neither payment was anticipated in the adopted FY 23 budget and this funding can be appropriated through a subsequent budget amendment.

As funding is derived from Covid-related reimbursements and considering past State recognition of unique impacts on law enforcement officers during the pandemic, the amount recommended varies for those City employees. Otherwise, no distinction is made regarding position or salary of employees who face similar inflationary and ongoing pandemic impacts.

Contract employees and those hired from temp agencies are not covered by this recommendation.

Financial Impact – The reimbursements should cover the one-time costs of providing the pay supplements to current employees, including the associated City costs for FICA and retirement contributions. A budget amendment will be needed for some departments and, if this item is

Attachment: Agenda Report- Employee One-time Salary Supplement (22-6618 : One-Time Employee Salary Supplement)

approved, will be brought for approval later in the year along with other adjustments that may be necessary to the FY 23 budget.

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

Next Steps – If approved, an additional December payroll will be run to distinctly separate these payments from normal pay.

Attachments – NA.

Update – NA.

Attachment: Agenda Report- Employee One-time Salary Supplement (22-6618 : One-Time Employee Salary Supplement)