Greg Whitlock, Mayor
Sarah Y. Park, Post 1
Marline Thomas, Post 2

Lamar Doss, Post 3
Manfred Graeder, Post 4
Shenée Johnson-Cummings, Post 5

AGENDA
MAYOR AND COUNCIL
CITY OF DULUTH, GA
3167 Main Street
Duluth, GA 30096

JULY 13, 2026 **CITY HALL COUNCIL CHAMBERS** **6:00 pm**

The leaders and staff of the City of Duluth are dedicated to ensuring that Duluth is: an Attractive Destination, a Quality Community, a World Class Government, and promotes a Sustainable Economic Environment.

5:30 P.M. – AGENDA REVIEW Main St. Conference Room

6:00 P.M. - CALL TO ORDER Mayor Whitlock or Mayor Pro tem Thomas

INVOCATION OR MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MEETING AGENDA

II. APPROVAL OF MINUTES

III. ANNOUNCEMENTS

1. UPCOMING EVENTS – www.duluthga.net/events

Duluth Live, April – October: Music Every Friday & Saturday. Parsons Alley, 6-9pm.

Parsons Thursday Nights Out, July 16 - August 27: Parsons Alley, 6-9pm.

PLEASE NOTE: *This and other City meetings may be audio and/or videotaped for broadcast, transcription and/or archival purposes. As set forth in the Americans with Disabilities act (ADA) of 1990, the City of Duluth government does not discriminate on the basis of disability in the admission or access to or treatment of employment in its programs or activities, and complies with the requirements contained in section 35.107 of the Department of Justice regulations. All agenda packets may be converted to WCAG 2.0 compatibility format by emailing agenda@duluthga.net. In addition, any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Duluth government should be made seven days prior to the event. Direct inquiries to the ADA Coordinator in the City Clerk office, located at 3167 Main Street, Duluth, GA. 30096, or by telephone at 770.476.3434.*

Rock The Block: Live & Loud Fridays Fridays, July 17 - August 28: Town Green 6-9pm.

Summer Stage Concert: Blank Space (unofficial Taylor Swift Tribute), August 8: Town Green, 7-10pm.

Multicultural Week, August 26-30: Downtown

Korean Foundation K-Pop Competition, August 29. Downtown

Flicks on the Bricks featuring Captain America: The First Avenger, September 11 Town Green. Movie starts at 7:15pm

The Big 150: Off the Rails. September 12. Celebrate Duluth's 150th Birthday with us! Headliner Grand Funk Railroad/The Smithereens. Downtown, 2 - 10pm

Duluth Fall Festival
September 26 & 27, Downtown. Saturday 9am - 7pm, Sunday 9am - 5pm

Red Clay Theatre events – www.eddieowenpresents.com
07/17- Rubber Revolver- A Tribute to The Beatles, 07/18- Dalby, Ellakate & Whitney Bjerken, 07/24- Tattoo You- Rolling Stones Tribute, 07/25- The Foreign Landers, 07/31 – The Krickets and Bo Springs Band.

IV. MATTERS FROM CITIZENS

Maximum of five (5) minutes per person. Sign-up sheet available.

V. CONSENT AGENDA

1. ORDINANCE TO AMEND BUDGET - $63,192.25–PD VEHICLES

25The Police Department recently sold two vehicles and two drones at auction. After commission and fees, the City received $19,048. In addition, the Police Department received two insurance settlements totaling $44,144.25 for police vehicles involved in accidents that our insurance carrier determined to be total losses. Approval of this item approves budget amendment BA-FY27-01 to add $63,192.25 in General Funds to Police Vehicles - Consolidated Vehicle Maintenance - Vehicles line item, including associated transfers.

2. ORDINANCE TO AMEND DULUTH CODE – SECOND-HAND DEALERS

Approval of this item approves ordinance O2026-25 to amend the Duluth Code of Ordinances by merging Article IX Pawnshop and Article XXIII Precious Metal Dealers. The new ordinance will also include the required FBI/GBI language to authorize fingerprinting/background checks as required by state law.

VI. PUBLIC HEARINGS

1. ORDINANCE OF REZONING – CASE Z2026-004 – 3276 DELMA CT

Owner/Applicant, Oyebamiji Oladeji is requesting the rezoning of 3276 Delma Court (Parcel ID R7264 170) from R-75 (single family residential district) to RM (residential multifamily district) to allow for the addition of a second duplex on a portion of the property that does not yet contain a structure, and make the existing duplex legal and conforming. Planning Commission and staff recommend approval of this item.

2. REZONING REQUEST – CASE Z2026-006 -2407 MAIN ST

Mayor and Council to consider the rezoning of 2407 Main Street, formerly 2407 Chattahoochee Drive (Parcel ID R7205 001) from M-1 (light industrial district in unincorporated Gwinnett Co) to M-1 (light industrial district in the City of Duluth). Previously used as a pump house for the Gwinnett County Department of Water Resources, the County recently sold the property to the City. As the County is no longer vested in the property, it will need to be rezoned upon annexation accordingly.

Per zoning procedures law O.C.G.A. § 36-66-4, the property rezoning will be heard first, with no vote taken by Mayor and Council. Then the annexation vote will take place. Upon successful voting to annex the property, Mayor and Council can move to vote on the rezoning.

3. ORDINANCE OF ANNEXATION CASE A2026-001 -2407 MAIN ST

Mayor and Council to consider the annexation of 2407 Main Street, formerly 2407 Chattahoochee Drive (Parcel ID R7205 001). The City owns 100% of the land being annexed, therefore a hearing is not required.

4. ORDINANCE OF REZONING CASE Z2026-006 - 2407 MAIN ST

Mayor and Council to consider rezoning for 2407 Main Street, formerly 2407 Chattahoochee Drive (Parcel ID R7205 001), assuming successful annexation in a vote prior to this action.

Per zoning procedures law O.C.G.A. § 36-66-4, the property rezoning hearing already took place, with no vote taken by Mayor and Council.

5. ORDINANCE OF SPECIAL USE – SU2026-002 – YHALE

Mayor and Council to consider a request from owner FWR Partners Owner, LLC and Applicant, Yi Hwang Academy, Inc., to approve a special use permit for 4400 River Green Parkway (Parcel ID R6325 026) to allow for the operation of a public charter/language school in M-1 (Light Industrial District) zoning. Planning Commission heard this case at the June 1, 2026 meeting and recommended approval. Staff also recommends approval of this item.

6. ORDINANCE TO AMEND UDC – TA2026-004 – STREET LIGHTS

Mayor and Council to consider an ordinance adjusting the City's Unified Development Code Article 9, Project Design and Construction Standards, Section 907.06. The goal of the revision is to provide clarification and detail regarding lighting requirements that must be met by developers and contractors. Planning Commission and staff are recommending approval of this item.

7. ORDINANCE TO AMEND UDC – TA2026-005 – ACCESSORY STRUCTURES

Mayor and Council to consider an ordinance adjusting the City's Unified Development Code Article 2, Use of Land and Structures, Section 203.05, Accessory Buildings and Structures. The goal of the revision is to prohibit the use of certain structures in residentially zoned areas. A complimentary revision is being requested for Article 14, Interpretation and Definitions, to ensure consistency within the document. Planning Commission and staff are recommending approval of this item.

8. ORDINANCE TO AMEND UDC – TA2026-006 – FINAL PLAT TEXT BOX

Mayor and Council to consider an ordinance adjusting the City's Unified Development Code Article 11, Procedures and Permits, Section 1115.03.

Final Plat Specifications should include the option for a text box/signature box for plats that do not require dedication of infrastructure to the City. The UDC currently specifies only one text box, which includes dedication of infrastructure to the City. There are cases when this is not required or desired. Planning Commission and staff recommend approval of this item.

VII. NEW BUSINESS

1. AWARD OF BID – 2026 WOODEHAVEN DRIVEWAY REPLACEMENT

The Mayor and Council to consider awarding the bid for 2026 Woodehaven Driveway Replacement and Paving Project. (Legal notice is attached and was run twice in Gwinnett Daily Post as well as placed on Georgia Procurement Registry and City Website). Project was bid as base bid with three alternates. Base streets are: Woodehaven Driveways: Folkstone Drive, Fernsberry Court, Oakwood Way. Asphalt streets: River Mill Drive (section from Peachtree Industrial to cul de sac only), Mill Run Court, Mill Falls Court, Kingsbrooke Court and River Summit Court. Alternates one through three were priced separately and are as follows: Woodehaven Driveways: Crape Myrtle Lane. Asphalt Streets: Toccoa Falls Drive and Hiawassee Drive.

The City received nine bids for this project. Bid tabulation is attached. Base bid and all three alternates are shown. Following an analysis of each bid, plus reference checks by Keck and Wood engineering, staff recommends awarding the 2026 Woodehaven Driveway Replacement and Paving Project bid (with contingency) to A&S Paving, in an amount not to exceed $618,574.37. Funds will come from 2026 Supplemental LMIG/LRA funds provided by Georgia DOT and SPLOST.

Previously, Council approved a budget amendment to accept the 2026 LRA funds and place them in budget to be used for this project. Therefore, staff is only requesting the 2023 SPLOST Transportation funds needed for the project.

Staff is requesting approval of a budget amendment BA-FY27-03 to add $53,465 in unallocated 2023 SPLOST Transportation funds to the Transportation/ Infrastructure Improvements - Paved Streets - Professional Services line item and $293,065.78 in unallocated 2023 SPLOST Transportation funds to the Transportation/Infrastructure Improvements - Paved Streets - Repairs & Maintenance - Streets/Sidewalks line item, including associated transfers.

2. CITY HALL ROOF REPLACEMENT – CONTRACT REPLACEMENT

In May of this year, Council awarded Cotton Commercial, Inc. a contract to replace the City Hall low slope roof. During a mandatory pre construction meeting representatives from Cotton Commercial realized they had failed to include pricing for the complete scope of the project and disputed the contents of the project details. Accordingly, Cotton Commercial and staff mutually agree it is in both parties' best interest to cancel the contract.

Once the contract with Cotton Commercial is terminated staff is recommending that a contract award be made to Dusty Greer Roofing for replacement of the City Hall roof. Dusty Greer Roofing scored the second highest points for the RFP scoring.

The contract with Dusty Greer Roofing is slightly higher than the previously awarded contract with Cotton Commercial. Accordingly a budget amendment is required to add an additional $27,928 in 2023 SPLOST funds to the project.

VIII. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. ORDINANCE REAPPOINTING TADAC MEMBERS

Mayor and Council to consider approval of ordinance 02026-33, re-appointing Greg Whitlock and Manfred Graeder to the Tax Allocation District Advisory Committee, terms ending July 10, 2030.

Appointed Members:
Greg Whitlock Expires 7/10/30. Term begin date: 2014 (Term limit ends 2028.)
Manfred Graeder Expires 7/10/30. Term begin date: 2024

Permanent Members:
Duluth City Manager
Chair, Gwinnett County Commission
Director, Gwinnett County Planning Dept

IX. MATTERS FROM MAYOR & COUNCIL

X. MATTERS FROM CITY MANAGER

XI. EXECUTIVE SESSION (if necessary)

It may be necessary to hold an executive session on Real Estate, Pending/Potential Litigation, or Personnel, which is properly excluded from the Georgia Open and Public Meeting Law (O.C.G.A. 50-14).

XII. ADJOURNMENT

The next scheduled meeting of the Mayor and Council is a work session for July 27, 2026 at 5:30 p.m.

DRAFT MINUTES OF THE
MAYOR AND COUNCIL
CITY OF DULUTH, GA
JUNE 8, 2026

PRESENT: Mayor Whitlock, Council members Park, Thomas, Doss, Graeder, and Cummings, City Manager, Asst. City Managers, Department Directors, City Attorney

A work session was held prior to the regular scheduled meeting to allow the elected officials to discuss this evening's agenda items. No other items were discussed and no action was taken.

Mayor Whitlock called the meeting to order at 6:00 p.m.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MEETING AGENDA

A motion was made by Councilmember Doss, seconded by Councilmember Thomas, to approve the June 8, 2026 Council Agenda as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

II. APPROVAL OF MINUTES

A motion was made by Councilmember Graeder, seconded by Councilmember Park, to approve the May 11, 2026 meeting minutes as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

III. ANNOUNCEMENTS

1. UPCOMING EVENTS – visit www.duluthga.net/events

Duluth Live, April – October: Music Every Friday & Saturday. Parsons Alley, 6-9pm.

DRAFT

Parsons Thursday Nights Out, June 4 - August 27: Parsons Alley, 6-9pm.

Rock The Block: Live & Loud Fridays Fridays, June 5 - August 28: Town Green 6-9pm.

Rotary Car Show, June 20: Downtown Duluth, 10am-2pm.

Star-Spangled Laser Show, July 3: Downtown Duluth, 6-10pm.

Viva Las Duluth, July 11: Town Green, 6-10pm.

Summer Stage Concert: TBA, August 8: Town Green, 7-10pm.

Multicultural Week, August 26-30: Downtown

Red Clay Theatre events – www.eddieowenpresents.com

6/06- Robby Hecht 6/11- Dave Potter & Retro Groove ft. Jason Marsalis, 6/12- Paul Thorn, 6/13- Chi-Town Transit Authority: CHICAGO Tribute Band, 6/19- Joe Gransden & Kenny Banks Sr. "The Art of the Song", 6/20- The Fine Colombians: A Steely Dan Tribute.

IV. MATTERS FROM CITIZENS

None.

V. CONSENT AGENDA

1. TITLE VI ANNUAL REPORTING *{A}*

At their March 23, 2026 work session, Mayor and Council heard updates from staff related to Title VI requirements, successes, and annual reporting. Approval of this item authorizes the Mayor to execute the documents for staff submission to the Georgia Department of Transportation (GDOT) prior to June 30, 2026.

2. ACCEPT GA DOT GRANT/ORDINANCE TO AMEND BUDGET *{B}*

The City received $348,008.60 from the Georgia Department of Transportation (GDOT) representing the City's share of the 2026 Local Maintenance Improvement Grant (LMIG) Supplemental. Approval of this item approves ordinance BA-FY26-42 to add $348,008.60 in 2026 LMIG Supplemental funds to the GDOT State Grant line item and a like amount to the Transportation/Infrastructure Improvements - Paved Streets - Repairs & Maintenance - Streets/Sidewalks line item.

3. ORDINANCE TO AMEND BUDGET -$55,000– HUDGENS TRL *{C}*

Based on council directions at the April 27th work session, staff is requesting approval of a budget amendment for $55,000 to contract with Practical Design Partners (PDP) to prepare design alternatives for the Hudgens Trail pedestrian and bike connectivity concepts. PDP will develop up to five alternatives with cost estimates, hold a public

hearing, and finalize the alternatives and cost options based on public and city input. Approval of this item authorizes ordinance BA-FY26-43 to add $55,000 in 2017 SPLOST Transportation Funds to (CD-61) Hudgens Trail - Sidewalks & Crosswalks - Professional Services line item, including associated transfers.

A motion was made by Councilmember Cummings, seconded by Councilmember Graeder, to approve the Consent Agenda as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

VI. PUBLIC HEARINGS

1. FY27 BUDGET – SECOND PUBLIC HEARING *{D}*

Per state law, the Mayor and Council are to hold a public hearing to receive public comments on the proposed FY 2027 Annual Operating and Capital Projects Budget. Council previously reviewed the budget at a work session on May 4, and a previous public hearing was held May 11. Mayor Whitlock opened the public hearing.

Ken Sakmar, Assistant City Manager/Finance Director, came forward to present the proposed FY27 budget and highlight various changes in the budget. He summarized the 43 million budget categories and the capital projects, gave the comparison from FY26 to FY27, and highlighted the biggest changes and major expenses and revenues.

The current millage rate has remained the same for several years and is anticipated to be the same. An ordinance adopting the FY2027 budget was presented for consideration.

Mayor Whitlock called for discussion from Council. Hearing none, the Mayor called for questions/comments from the public.

Being no further discussion, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Thomas, seconded by Councilmember Doss, to approve ordinance O2026-21 approving the City of Duluth FY27 budget as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

2. ORDINANCE – UDC TEXT AMENDMENT, CASE TA 2026-003 *{E}*

Mayor Whitlock opened the public hearing to consider an ordinance adjusting the City's Unified Development Code Article 2, Table 2-C (Use of Land and Structures Table).

Margie Pozin, Director of Community Development and Engineering, came forward to present and explained that the applicant is requesting the ability to apply for a special use permit to operate a medical office in the M-1 (Light Industrial) zoning district. Currently, this use is neither allowed by right nor by special use.

Allowing a use via "special use permit" allows neighbors to weigh in at a public hearing, allows staff to review surrounding land uses, and allows council to place conditions on such uses if they are found to be appropriate.

Ms. Pozin outlined the criteria that must be considered for this type of application, and noted that the proposed amendment should be compatible with the purpose and intent of the Comprehensive Plan, promote the public health, safety, or general welfare, encourage the most appropriate use of land, buildings, and other structures throughout the City of Duluth, and align with purpose and intent of the Comprehensive Plan. Staff and the Planning Commission have reviewed and recommended approval.

Mayor Whitlock called for discussion from Council. Being none, the Mayor called for questions/comments from the public.

There being no comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Cummings, seconded by Councilmember Graeder, to approve ordinance O2026-22 to amend the Unified Development Code as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings Motion carried.

3. ORDINANCE OF SPECIAL USE– CASE SU2026-001 *{F}*

Mayor Whitlock opened the public hearing to consider granting a special use permit for 4319 Abbotts Bridge Road, Building 3, Suite 5 (Parcel ID R6324 249) to allow for a med spa/medical office.

Margie Pozin, Community Development/Engineering Director presented. Based on approval of O2026-22, Owner/Applicant, Rosibel Gonzalez Carpinone of R and H General Services, LLC is requesting a special use permit.

The subject property totals +/- 4.5 ACRES (Suite square footage: 1875 sf) and is split zoned M-1 (Light Industrial District) and C-2 (General Business District). The subject property is located in the River Green Employment District, and FORWARDuluth envisions this Character Area to be an economic engine for the city, serving as a major regional distribution and office hub with Commercial/ Retail/Office use.

Ms. Pozin reported the staff findings on reviewing this application. There are a wide variety of uses on the subject property; each of the three buildings has six suites and many of the suites are combined. The various uses include a sign company, salon and

spa, two bakeries, jerky retail, art studio, dance studio, dentist, cake shop and an engineer and contracting firm. The entire property has 136 parking spaces, and the medical office would require 9 of them. Medical Offices and Med Spas are under the same NAICS (North American Industry Classification System), which is 621. The Med Spa, if approved, would have office hours as follows: 9:00 am – 6:00 pm Monday – Saturday. Some of the services they offer are Weight Loss, IV Therapy, Facials, Botox, Microneedling etc. Ms. Pozin outlined the general conditions.

The Planning Commission heard this case at the May 4, 2026 meeting and recommended approval (pending the approval of case TA2026-003.) Staff also recommended approval of this item.

Mayor Whitlock called for discussion from Council. Being none, the Mayor called the applicant forward.

Henry Leo and Rosibel Gonzalez of 715 Babbling Creek Place, Alpharetta Georgia 30022 came forward to say that their proposal is to allow a small-scale outpatient medical office and operate by appointment only, similar to a professional office, performing services under a supervising physician offering services such as IV therapies, and professional skin care retail products and services. They requested Council support.

Mayor Whitlock called for questions/comments from the public. There being no further comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Park, seconded by Councilmember Cummings, to approve ordinance O2026-23 for a special use permit for Case SU2026-001 with conditions as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

4. ORDINANCE OF REZONING – CASE Z2026-002 *{G}*

Mayor Whitlock opened the public hearing to consider a rezoning request for 3639 Rogers Bridge Road (PIN R7203 045) from O-I (Office Institutional District) to R-100 (Single Family Residential District) to allow for the construction of a single family home.

Community Development/Engineering Director Margie Pozin presented. Owner, Cecil Eugene Tucker and Applicant, Altamirano Ramos are requesting rezoning of property totaling +/- .52 ACRES. She showed the map location and described the surrounding parcels, and explained that the subject property is in the Established Neighborhood District. FORWARDuluth envisions this Character Area to continue to be the backbone of Duluth's residential community. The Future Land Use Map (FLUM) envisions the uses to be Commercial/Retail/Office.

Ms. Pozin said the uses for O-I (Office-institutional District) would be extremely limiting for such a small parcel. To fit in a building with the required parking would be difficult. Staff finds that downzoning the property to residential would be a better fit for this parcel. Although the request was made for R-100, the lot is only 75' wide. The more appropriate zoning would be R-50 (Single-Family Residential), which requires a 50' wide lot. Ms. Pozin then described the general conditions.

Planning Commission heard this case at the May 4, 2026 meeting and recommended approval of the R-50 zoning district (over the R-100 zoning district) with concurrence from the owner and applicant, as R-50 will allow for more flexibility in designing and building the new home. Staff also recommends approval of this item.

Mayor Whitlock called for discussion from Council. Being none, the Mayor called the applicant forward.

Applicant Juan Altamirano Ramos came forward and requested approval.

Mayor Whitlock called for questions/comments from the public. There being no further comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Thomas, seconded by Councilmember Graeder, to approve ordinance O2026-24 in accordance with zoning R-50 for Case Z2026-002 as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

VII. NEW BUSINESS

1. AWARD OF BID/AMEND BUDGET – CITY HALL ROOF *{H,I}*

The Mayor and Council to consider awarding a contract for replacement of the City Hall roof.

City Manager James Riker explained that the low slope roof system at City Hall is original to the building and circa 2007. Accordingly, staff published a Request for Proposal (RFP) for replacement. Staff received seven proposals and following an evaluation by an outside consultant, staff is recommending that the contract be awarded to Cotton Commercial USA, Inc, in the amount of $ 98,714.79. Given the complexity of the roof, staff is also recommending a 15% contingency be added for a total request of $ 113,522.00

Additionally, staff is requesting approval of a budget amendment BA-FY26-40 to add $113,522 in unallocated 2023 SPLOST Administrative Facilities funds to City Hall Design/Build - General Government Buildings - Buildings line item, including associated transfers.

A motion was made by Councilmember Greaeder, seconded by Councilmember Cummings, to approve awarding the City Hall Roof Replacement project to Cotton Commercial USA, Inc. in an amount not to exceed $113,522 as presented, authorize the Mayor or City Manager to execute the contract as approved by the City Attorney, and further move to approve ordinance BA-FY26-40 as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

2. BID AWARD/AMEND BUDGET – PUBLIC SAFETY IMPROVEMENTS *{J,K}*

Mayor and Council to consider awarding bid for Pavement Repairs and Site Improvements at Public Safety Building. Project was bid for repair and resurfacing of parking areas and repair of concrete sidewalks, steps, and entryway at front of Public Safety.

The City received four bids for this project, bid tabulation is attached. Following an analysis of each bid by Pond & Company, staff recommends awarding the bid for Pavement Repairs and Site Improvements at Public Safety to Allied Paving, (with contingency) in an amount not to exceed $1,225,883.15. Funds will come from Funds will come from 2023 SPLOST Public Safety funds of $800,384 and Parking Facilities funds of $425,500. Staff is requesting approval of a budget amendment BA-FY26-41 to add $1,225,884 in unallocated SPLOST Public Safety and Parking Facilities funds to Police Capital Projects - Police - Buildings line item, including associated transfers.

A motion was made by Councilmember Thomas, seconded by Councilmember Doss, to approve awarding the Pavement Repairs and Site Improvements at Public Safety to Allied Paving, in an amount not to exceed $1,225,883.15 as presented and authorize the Mayor or City Manager to execute the contract as approved by the City Attorney. I further move to approve ordinance BA-FY26-41 as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

VIII. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. ORD TO AMEND BUDGET - $25,000 – CITY HALL HVAC AND CONTROLS *{L}*

City Manager James Riker reported that the City Hall basement HVAC unit, original to the building, is at end of life and needs to be replaced. In addition, the controls that allow the entire City Hall HVAC systems to operate are outdated and need to be replaced. Given the uniqueness and complexity of the control systems and basement HVAC unit staff needs to utilize an outside consultant to prepare an RFP for this work.

Staff is requesting approval of a budget amendment BA-FY26-44 to add $25,000 in unallocated 2023 SPLOST Administrative Facilities funds to City Hall - General Government Buildings - Building line item, including associated transfers.

A motion was made by Councilmember Cummings, seconded by Councilmember Graeder, to approve ordinance BA-FY26-44 as presented.

Voted For: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

2. ANNUAL COMMUNITY CLEANUP/RECYCLING DAY

Public Works Director Audrey Turner reported that over 500 cars came through the gate. Over 6,000 pounds of paper were shredded, more than 2,000 gallons of paint disposed of, and close to 3,000 pounds of various flammable hazardous type materials corrosive liquids, aerosols etc. were collected for property disposal. There was also approximately 700 pounds of e-waste such as televisions, etc.

IX. MATTERS FROM COUNCIL

- Praise for Sherale Booker and Jessica Henry of the Marketing/Economic Development department for producing the very engaging Duluth 150th anniversary videos.

X. MATTERS FROM CITY MANAGER

- City Manager James Riker reported on recent comments and concerns regarding overnight parking, and noted that staff would be including reminders and information via social media in the next few weeks.

- Staff is also investigating the current regulations of the noise ordinance, including recent lawn equipment complaints

XI. ADJOURNMENT

A motion was made by Councilmember Thomas, seconded by Councilmember Cummings, to adjourn at 6:47pm.

Voting for: Council members Park, Thomas, Doss, Graeder, and Cummings
Motion carried.

The next scheduled meeting of the Mayor and Council is a Council meeting on July 13, 2026. There are no work sessions in June due to Council/staff attendance at the annual Georgia Municipal Association and annual strategic meeting in Savannah, GA on June 26.

KM 6/10/26

NOTES OF THE
MAYOR AND COUNCIL
ANNUAL STRATEGIC WORK SESSION
CITY OF DULUTH, GA
JUNE 26, 2026

Meeting was held at the Hyatt Regency Savannah, 2 W. Bay Street, Savannah, GA 31401 in the Savannah Conference Room.

Mayor Whitlock called the session to order at 8:30am

Present: Mayor Greg Whitlock, Council members Sarah Park, Marline Thomas, Lamar Doss, Manfred Graeder, Shenee J. Cummings.

City Manager James Riker, Director of Economic Development and Marketing Chris McGahee, Community Development and Engineering Director Margie Pozin, Deputy Director of Community Development and Engineering Aron Hall, City Attorney Stephen Pereira, Asst City Manager/City Clerk Teresa Lynn, Assistant City Manager Ken Sakmar and Deputy City Clerk Kristin McGregor.

Facilitator Chrissy Marlowe, Carl Vinson Institute of Government, UGA.

Following introductions, participants discussed the City's Vision Statements/ Aspirational Goals, Strategic Priorities, Key Initiatives, and Making Progress.

City Manager James Riker summarized the 2024/2025 retreat action items.

Director of Community Development and Engineering Margie Pozin and Deputy Director Aron Hall provided an update on the City's Stormwater Issues and Fees associated with repairs and maintenance of the system, need to address those areas where the pipes are failing and in need of emergency repairs or full replacement. Staff emphasized the need to bring before the Council on a future agenda an amendment to the Stormwater Ordinance fee structure.

Ms. Pozin and Mr. Hall presented an update on the City's Traffic Calming Program.

Council Topics:

Members requested future discussion on addressing the job market, housing, State Legislation, and more outreach educational programs.

No official action was taken.

The meeting adjourned at 4:30 pm.

_____
Mayor, Greg Whitlock

ATTEST: _____

Teresa S. Lynn, City Clerk

ORDINANCE
TO AMEND THE CITY OF DULUTH
2027 FISCAL YEAR BUDGET

AN ORDINANCE TO AMEND THE 2027 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2027 fiscal year as follows:

Total Revenues:	66,839,491
Operations Expenditures:	43,220,399
Capital Improvement Expenditures:	23,619,092
Total Expenditures:	66,839,491

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth Police Department sold two vehicles and two drones at auction, after commission and fees the City received $19,048; and

WHEREAS the Police Department also received two insurance settlements totaling $44,144.25 for police vehicles involved in accidents that our insurance carrier determined to be a total loss; and

WHEREAS it is requested $63,193 in General Funds be added to the Police Vehicles – Consolidated Vehicle Maintenance – Vehicle line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2027 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	66,902,684
Operations Expenditures:	43,220,399
Capital Improvement Expenditures:	23,682,285
Total Expenditures:	66,902,684

IT IS SO ORDAINED this _____ day of _____, 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

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Kenneth Lamar Doss, Post 3

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Manfred Graeder, Post 4

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Shenée Johnson Cummings, Post 5

Those councilmembers voting in opposition:

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ATTEST:_____
Teresa S. Lynn, City Clerk

ORDINANCE
TO AMEND THE DULUTH CODE CHAPTER 7, ARTICLE IX. - SECONDHAND DEALERS—DEALERS IN PRECIOUS METALS AND GEMS AND PAWNBROKERS

The Council of the City of Duluth hereby ordains that the Duluth Code of Ordinances is hereby amended by deleting in its entirety Article XXIII of Chapter 7 and reserving said Article and by deleting in its entirety Article IX of Chapter 7 and replacing Article IX of Chapter with the following:

SECONDHAND DEALERS—DEALERS IN PRECIOUS METALS AND GEMS AND PAWNBROKERS

Sec. 7-321. - Penalty.

Any person violating any of the provisions of this article shall be punished as provided in section 1-6 and may also be subject to suspension or revocation of the permit to operate under this Chapter.

Sec. 7-322. - Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to

Acquire means to purchase, exchange, transfer, collect, or otherwise obtain physical possession of regulated secondhand items from another person or entity not licensed as a secondhand dealer.

Dealer in precious metals and gems means:

(1) Any person engaged in the business of purchasing precious metals or gems or goods made from precious metals or gems from persons or sources other than manufacturers, manufacturers' representatives, or other dealers in precious metals or gems; or

(2) Any person engaged in any other business if, in conjunction with such business, precious metals or gems or goods made from precious metals or gems are purchased from persons or sources other than manufacturers, manufacturers' representatives, or other dealers in precious metals or gems where such purchase is for resale in its original form or as changed by remounting, melting, re-forming, remolding, or recasting or for resale as scrap or in bulk.

Employee means any person who works for a secondhand dealer, whether on a part-time or fulltime basis, regardless of whether remuneration is received or not, and regardless of whether such person is treated as a W-2 employee or a Form 1099 contractor.

Gems means any precious or semiprecious stone which is cut and polished.

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Interest in a secondhand dealership means any full or part ownership if the person involved, or any member of his or her family, is the outright owner of the secondhand dealership; a co-owner of the secondhand dealership; a stockholder in any corporation organized for pecuniary gain which owns all or part of the secondhand dealership; a stockholder, member, partner or individual with an ownership interest in any corporation, partnership, limited liability company or other legal entity organized for pecuniary gain which owns all or any part of the secondhand dealership.

Minor means any person who has not attained the age of 18 years.

Numismatic coins means coins whose value as collectors' items exceeds the value of the content of the precious metals in the coins.

Pawnbroker means any person engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this Chapter.

Pawnshop means the physical location at which a pawnbroker is licensed to operate.

Pawn transaction means any loan on the security of pledged goods or any purchase of pledged goods on the condition that the pledged goods may be redeemed or repurchased by the pledgor or seller for a fixed price within a fixed period of time

Permit means permission to be employed or work in a secondhand dealership or to be a secondhand dealer.

Person means an individual, partnership, limited liability company, corporation, joint venture, trust, association, or any other legal entity however organized.

Pledged goods means tangible personal property, including, without limitation, all types of motor vehicles or any motor vehicle certificate of title, which property is purchased by, deposited with, or otherwise actually delivered into the possession of a pawnbroker in connection with a pawn transaction. However, for purposes of this section, possession of any motor vehicle certificate of title which has come into the possession of a pawnbroker through a pawn transaction made in accordance with law shall be conclusively deemed to be possession of the motor vehicle, and the pawnbroker shall retain physical possession of the motor vehicle certificate of title for the entire length of the pawn transaction but shall not be required in any way to retain physical possession of the motor vehicle at any time. "Pledged goods" shall not include choses in action, securities, or printed evidences of indebtedness.

Precious metals means gold, silver, or platinum or any alloy containing gold, silver, or platinum.

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Regulated secondhand items means the following goods:

(1) Precious metal or gems;

(2) Goods made from precious metals or gems;

(3) Pledged goods; or

(4) Tangible property acquired by a pawnbroker.

Secondhand dealer means any person whose business, in whole or in part, is dealing in acquiring, purchasing, selling, or trading regulated secondhand items, and such term expressly includes dealers in precious metals and gems and pawnbrokers.

Secondhand dealership means the physical location at which a secondhand dealer is licensed to operate, and such term expressly includes pawnshops.

Seller means the person from whom a secondhand dealer or employee acquired secondhand items or the person from whom a pawnbroker acquired pledged goods.

Sec. 7-323. -- Annual regulatory permit required.

All persons, before beginning the business of operating a secondhand dealership (for pawn, precious metals, or gems) or similar place where money is advanced on goods or other effects, or merchandise of any kind is taken in pawn, shall first file an application with the city clerk's office for a non-refundable annual regulatory permit to conduct such business. The fee for such permit is one thousand two hundred dollars ($1,200.00). Such permit shall be renewed on or before January 31th.

Sec. 7-324. - Exempt transactions.

The following transactions are exempt from the provisions of this article:

(1) Transactions in which a nonprofit entity, exempt from federal income tax pursuant to 26 U.S.C. Sections 501(c), 501(d), or 501(e), is a party; and

(2) Transactions occurring at one-day auctions and/or permitted yard sales, or estate sales, unless a dealer in precious metals or gems or pawnbroker is a party to such transaction.

Sec. 7-325. - Fixed physical location.

No secondhand dealer or employee may operate except at a fixed permanent physical business location with an occupation tax certificate from the city; no secondhand dealer or employee may operate as a peddler or transient merchant. Permits acquired under this article are valid only for the location stated on the permit and said permit is not transferable from one location to another.

Sec. 7-326. - Secondhand dealer permit qualifications.

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(a) Qualifications. All secondhand dealers shall be not less than 18 years of age. Any person who has been convicted of or pled guilty to any felony, any crime involving theft or fraud, or any crime against property under the laws of this state, any other state of the United States, or any federal law shall not be eligible for a secondhand dealer permit under this article until five years after the completion by said person of the subject sentence.

(b) Disclosure. Every secondhand dealer must disclose any ownership or interest in any other secondhand dealership, including any other pawnshop(s), whether it is located locally or out-of-state and must disclose the nature of such ownership or interest.

(c) Every secondhand dealer permit holder is required to notify the city of any change in information or circumstances which occurs after the original approval was granted. If approval is denied, the applicant may, within 15 days of the denial, appeal in writing to the city manager for reconsideration pursuant to the provisions of this article.

Sec. 7-327. -Employee permit qualifications.

(a) Qualifications. All employees shall be at least 18 years of age. Any person who has been convicted of or pled guilty to any felony, any crime involving theft or fraud, or any crime against property under the laws of this state, any other state of the United States, or any federal law shall not be eligible for an employee permit under this article until five years after the completion by said person of the subject sentence.

(b) Disclosure. Every employee of a secondhand dealer must disclose any ownership or interest in any other secondhand dealership, including any other pawnshop(s), whether it is located locally or out-of-state and must disclose the nature of such ownership or interest.

(c) Before any person may work on the premises of a secondhand dealership, he shall file an application with the city clerk's office setting out the information required in subsections (a) and (b) of this section. If the application information conforms to the requirement of this article, the city shall approve the applicant for a permit authorizing the person to be employed at a secondhand dealership. Upon such approval, the applicant may begin working on the regulated premises.

(d) Every permit holder is required to notify the city of any change in information or circumstances which occurs after the original approval was granted. If approval is denied, the applicant may, within 15 days of the denial, appeal in writing to the city manager for reconsideration pursuant to the provisions of this article.

(d) Independent contractors. For the purpose of this article, independent contractors shall be considered as employees and shall be permitted as employees, regardless of the business relationship with the owner or occupation tax certificate holder of any secondhand dealership.

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Sec. 7-328. - Application for permit.

(a) Any person, including any partnership, corporation, or other legal entity, desiring to obtain a permit to operate as a secondhand dealer as required by this article shall make application to the city through its city clerk.

(b) Each application for an initial permit to operate as a secondhand dealer or as an employee for a secondhand dealer shall contain the following information:

(1) The applicant's full true and legal name(s) and any other aliases or name changes used in the last ten years.

(2) The present address and telephone number of the applicant.

(3) Proper identification such as a government issued photo identification card such as a driver's license, military ID, state ID or passport also noting that the individual applicant is at least 18 years of age.

(4) Business, occupation or employment history of the applicant for the ten years immediately preceding the date of the application.

(5) The secondhand dealer permit history of the applicant, including any other permits authorizing such applicant to operate as a dealer in precious metals or gems or as a pawnbroker, and whether, in previous operations in this or any other city, state or territory, the applicant has had such permit revoked or suspended. If such permit has been revoked or suspended, the applicant must state the reason, and the business activity or occupation subsequent to such action of suspension or revocation.

(6) If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation or charter, together with the names and addresses of each of its current officers and directors with ten (10) or more percent interest. The applicant corporation shall designate one of its officers, members or general partners to act as its responsible managing officer. Such designated applicants shall complete and sign all application forms required of an individual owner under this article, but only one application fee shall be charged. No secondhand dealership shall operate under any name other than the name of the applicant and the name of the business as specified on the permit.

(7) Whether the applicant has been convicted of or pled guilty to, in a court of competent jurisdiction, any felony, any crime involving theft or fraud, or any crime against property within the last five years. A pleading of nolo contendere shall be considered as a conviction for the purposes of this provision.

(8) If the applicant is doing business under a trade name, a copy of the trade name, properly recorded, must be provided. If the applicant is a corporation, a copy of

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authority to do business in Georgia, including articles of incorporation, trade name and the last annual report, if any, must be provided.

(9) Address of secondhand dealership to be regulated.

(10) Whether the premises are owned or rented.

(11) Nature and character of the business to be conducted, including whether the applicant intends to operate as a dealer in precious metal and gems or as a pawnbroker.

(12) Each application for a secondhand dealership or employee permit shall be verified and acknowledged under oath to be true and correct by the applicant.

(13) Any ownership interest in any other secondhand dealership or pawnshop, whether it is located locally or out-of-state and the nature of such ownership interest.

(14) Statement that there are no fees, taxes, fines, utilities or other charges due to the city from the applicant.

(15) Any other information that may be required by the city, including any information required by state law, including, but not limited to, the source of financing for the business operation and proof of legal residence.

(c) Proof of an existing and valid occupation tax certificate from the city for the location of the proposed secondhand dealership, if not applied for concurrently.

(d)The city shall have 45 days to investigate the application and background of the applicant.

(e) **State and national criminal backgrounding of Applicants**

(1) This ordinance is enacted pursuant to O.C.G.A. 35-3-35(a)(1.2), the Georgia Umbrella Statute entitled “Dissemination of information to public agencies, political subdivision, authorities and instrumentalities.”

(2) An applicant seeking to apply for a permit for a secondhand dealer or employee of said dealer shall submit his or her fingerprints ~~t~~ to the local law enforcement agency of the City of Duluth along with the appropriate processing fees.

(3) Upon receipt of the fingerprints and the appropriate fees, the city clerk or designee (local law enforcement agency) will transmit the applicant’s fingerprints and any applicable fees to the Georgia Bureau of Investigation (GBI). The GBI will compare the subject's fingerprints against its criminal file and submit the fingerprints to the Federal Bureau of Investigation for a comparison with nationwide records. The results of the Federal Bureau of Investigation check will be

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returned to the GBI, which will disseminate the state and national results to city clerk's office.

(4) The city clerk's office shall render a fitness determination based upon the results of the criminal background check.

(5) In rendering a fitness determination, the city clerk's office will decide whether the record subject has been convicted of, or is under pending indictment for any felony, any crime involving theft or fraud, or any crime against property under the laws of this state, any other state of the United States, or any federal law and if so, whether the applicant completed the sentence for such conviction more than five years from the date of the application.

(6) A record subject may request and receive a copy of his/her criminal history record information from the city clerk's office. Should the record subject seek to amend or correct his/her record, he/she must contact the GBI for a Georgia state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

(f) Upon completion of the review of the application by the city, the permit shall be granted by the city clerk or designee if the application conforms to all the requirements of this article. If the application does not conform to all the requirements of this article, the city clerk or designee shall deny said application by sending a written denial to the applicant(s) by certified mail, return receipt requested, stating the reasons for same and informing the applicant(s) of their right to appeal said denial within 30 days of the denial letter pursuant to the terms of this article.

Sec. 7-329. - Reasons for denial, suspension or revocation of the permit.

The city clerk or designee may reject an application for a secondhand dealer or employee permit, or suspend or revoke a permit for the following reasons:

(1) The required fees or taxes have not been paid.

(2) Application does not conform to all the provisions required by this article.

(3) The owner/employee has failed to fully cooperate with the investigation required by this article.

(4) Any owner/employee has had any license or occupation tax certificate issued under the police powers of any county, municipality, or other governmental subdivision involuntarily suspended or revoked within the last five years for any reason whatsoever.

(5) The owner/employee, as a previous holder of a license or occupation tax certificate to operate a secondhand dealership has violated any law, regulation or ordinance relating to the business within a five-year period immediately preceding the date of the application.

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(6) Any owner/employee has been convicted of or pled guilty to, in a court of competent jurisdiction, any felony, any crime involving theft or fraud, or any crime against property within the five years. A pleading of nolo contendere shall be considered as a conviction for the purposes of this provision.

(7) Any owner/employee is less than 18 years of age.

(8) Any owner/employee has failed to obtain any paper or document necessary in pursuance of this business or this application as may be required by any officer, agency or department of the city, county, state or United States under authority of any law, ordinance or resolution of the city, state or United States or has failed to be properly eligible for legal residence in this state or the United States.

(9) Any owner/employee has made any false statements in the application.

(10) The applicant or holder of the permit has violated any provisions of this article.

Sec. 7-330 - Renewal of permits.

Permits for secondhand dealers and employees may be renewed on a calendar year basis provided that the applicants continue to meet the requirements set out in this article. Renewal applications shall be submitted by January 30 of the year for which such permit is requested along with a fee in the amount of $1,200.00.

Sec. 7-331. - Permit nontransferable.

No secondhand dealer or employee permit may be sold, transferred or assigned to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such permit and such permit shall thereafter be null and void; provided and excepting, however, that if the permit holder is a partnership and one or more of the partners should die, one or more of the surviving partners may acquire, by purchase or otherwise, the interest of the deceased partner or partners without affecting a surrender or termination of such permit, and in such case, the permit upon notification to the city shall be placed in the name of the surviving partner(s).

Sec. 7-332. - Records and information to be maintained; display of secondhand dealer transaction number; identification; digital photographs; fingerprints; records storage.

In the public interest and as set forth herein, all secondhand dealers shall maintain records documenting all secondhand transactions.

(1) All secondhand dealers shall maintain records documenting accurate descriptions of all property pledged, traded, pawned, exchanged, or sold to the secondhand dealers. Such description shall include, to the extent possible, the manufacturer, model, serial number, style, material, kind, color, design, number of stones if jewelry, and all other identifying

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names, marks, and numbers. The secondhand dealer shall assign a pawn transaction number documenting each transaction, and ensure each item received is tagged with the secondhand dealer transaction number.

(2) The tag bearing the secondhand dealer transaction number must remain attached to the item until the property is disposed of by sale, trade, or other lawful means. This paragraph does not apply to the purchase of property from licensed wholesale or distributor businesses for the purpose of retail sales; however the secondhand dealer shall be required to maintain all purchasing records for property exempted from this paragraph.

(3) The secondhand dealer shall require all persons pledging, trading, pawning, exchanging, or selling property to show proper identification prior to conducting a secondhand dealer transaction. Proper identification is defined as a government issued photo identification card such as a driver's license, military identification card, state identification card, or passport.

(4) The secondhand dealer shall also document the name, address, telephone number, race, sex, height, weight, driver's license number, and date of birth of the person pledging, trading, pawning, exchanging, or selling the property, along with the date and time of transaction. This documentation shall be made at the time of the transaction.

(5) The secondhand dealer shall photograph, with a digital camera or web camera, the person pledging, trading, pawning, exchanging, or selling the property. The photograph shall clearly show a frontal view of the subject's face along with the pawnbroker's ticket transaction number and a photograph of the item being pledged, traded, pawned, exchanged, or sold. Digital images shall be labeled and stored in such a manner that they are safe from corruption, readily identifiable and readily available for review.

(6) The secondhand dealer shall obtain from each person pledging, trading, pawning, exchanging, or selling any property, the fingerprint of the right hand index finger, unless such finger is missing, in which event the print of the next finger in existence on the right hand shall be obtained with a notation as to the exact fingerprinted. The fingerprint shall be imprinted onto the pawn transaction form in the designated area along with the signature of the person pawning, trading, pledging, exchanging, or selling the property. The fingerprint must be clear and legible. In the event that more than one (1) pawn transaction form is required, a fingerprint and signature should be obtained for each form. Fingerprints and the information required herein shall be obtained each time such person pledges, trades, pawns, exchanges, or sells any property.

(7) Items of property that appear to be new, unused, and in their original packaging cannot be accepted by the secondhand dealer unless the customer can supply a copy of the original sales receipt, or other proof of purchase from the place of purchase, to the secondhand dealer who shall retain the receipt or proof of purchase on file.

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(8) The secondhand dealer shall store the above records, digital images, and fingerprints for a period of four (4) years and make them available to law enforcement personnel upon request.

Sec. 7-333. - Daily report to police; required format.

Every secondhand dealer shall make a daily report, in such form as may be prescribed by the chief of police, of all secondhand dealer transactions that occurred during 24 hours ending at 9:00 p.m. on the date of the report.

(1) Daily reports shall list all property pledged, traded, pawned, exchanged, or sold, the secondhand transaction number for each transaction, and a description of the property including, to the extent possible, the manufacturer, model, serial number, style, material, kind, color, design, number of stones if jewelry, and any other identifying names, marks, and numbers. The daily report shall also list the name, address, race, sex, height, weight, driver's license number, and date of birth of the person pledging, trading, pawning, exchanging, or selling the property along with the date and time of the transaction.

(2) Every secondhand dealer shall enter each transaction as it occurs into the electronic automated reporting system via the internet to the administrator of the electronic automated reporting system. The administrator of the electronic automated reporting system will electronically transmit all transactions to the police department.

(3) In the event that the electronic automated reporting system becomes temporarily or permanently disabled, secondhand dealer will be notified as soon as possible by the police department. In this event, the secondhand dealer will be required to make records of transactions in paper form as prescribed by the police department. Such paper forms must include all information as enumerated in 7-327. Secondhand dealers shall be responsible for maintaining an adequate inventory of these forms.

(4) The chief of police or his designee shall select and designate the required automated reporting system and required equipment needed. There will be a fee assessed to the secondhand dealer for each reported transaction. Said fee may be assessed against the persons pledging, trading, pawning, exchanging, or selling property. The accessed fee shall not exceed fifty (50) percent of the actual cost charged by the police department or the third party administrator. This fee will be invoiced to the secondhand dealer and collected by the chief of police or his designee, which may be a third party administrator of the automated reporting system.

Sec. 7-334. - Entries to be numbered serially; property to be tagged.

Every entry required to be made in the secondhand dealer's records shall be numbered serially, and the property described in the entry shall have attached to it a tag bearing the same serial number until the property is disposed of by sale, trade or other lawful means. This paragraph does not apply to the purchase of property from licensed wholesale

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distributor businesses for the purpose of retail sales; however, the secondhand dealer shall be required to maintain all purchasing records for property exempted from this paragraph.

Sec. 7-335. - Acquiring articles with serial number mutilated or altered.

It shall be unlawful for any secondhand dealer to purchase or acquire any watch, clock, pistol, gun, automobile tire or battery or any other article commonly branded with a serial number upon which the number has been mutilated, altered, or removed.

Sec. 7-336. - Examination and inspection of articles by police; segregation of suspicious articles.

All property purchased or acquired by a secondhand dealer shall at all times be subject to examination and inspection by the police department. If, upon the inspection, a police officer shall have reasonable cause to believe that any of the property is stolen, he shall segregate it. It shall thereafter be unlawful for the person in possession of the property to dispose of it, or in any manner mutilate, melt or disfigure

Sec. 7-337. - Property to be held after acquisition.

All property purchased or acquired by a secondhand dealer shall be held for not less than 30 days, or longer if directed by the police department, before disposing of same by sale, transfer, shipment or otherwise. All property and/or titles must be kept on the premises. During such 30-day period, these secondhand items will be maintained in an area not accessed by customers.

Sec. 7-338. - Dealing with minors.

It shall be unlawful for any secondhand dealer to acquire any property of the kinds described in this article from any person under the age of 18 years, provided that any secondhand dealer will not be held subject to the provisions of this section if the person produces a valid identification, as defined in this article, showing he/she is at least 18 years of age.

Sec. 7-339. - Suspensions, revocations and appeals of permit denials.

(a) In addition to the penalties set forth in Section 1-6 of this Code, the city clerk may suspend or revoke a secondhand dealer or employee permit pursuant to the reasons stated in this article. If the city clerk or designee intends to suspend or revoke said permit(s), the city clerk or designee shall send a written notice of suspension or revocation, by certified mail, return receipt requested, to the permit holder at the address for the secondhand dealership or pawnshop stated on the permit and, if an employee permit, to the address stated on the employee's application. The written notification shall inform the permit holder of the reason for the suspension or revocation and shall inform the permit holder of his/her right to appeal said determination to the city manager within 30 days of the suspension or revocation letter, pursuant to the procedures stated herein.

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(b) If the applicant chooses to appeal a denial of a permit by the city clerk, or suspension or revocation of a permit by the city clerk, pursuant to this article, the applicant/permittee shall do so in writing to the city clerk within the 30-day period following the denial, suspension or revocation letter. Upon receipt of the request to appeal, the city clerk shall forward the written appeal to the City Manager who shall schedule a hearing within 60 days of the receipt of the appeal request. The city shall inform applicant/permittee of said hearing no less than 14 days prior to the hearing, in writing, of the location and time of the hearing.

(c) The city manager shall render a decision to affirm or reverse the city clerk's decision to deny, suspend or revoke the permit in writing within five business days from the date of the hearing, by certified mail, return receipt requested, to the applicant/permittee. The decision of the city manager shall be final.

(d) The applicant/permittee may appeal an adverse decision of the city manager by filing a petition for writ of certiorari with the county superior court in accordance with state law within 30 days of the date of the city manager's decision.

Sec. 7-340. - Redemption; lost or damaged goods.

Any person properly identifying him or herself and presenting a pawn ticket to the pawnbroker shall be presumed to be the pledgor or seller and shall be entitled to redeem the pledged goods described in such ticket. In the event such pledged goods are lost or damaged while in the possession of the pawnbroker, it shall be responsibility of the pawnbroker to replace the lost or damaged goods with like kinds of merchandise. For the purposes of this section, lost includes destroyed or having disappeared because of any cause, whether known or unknown, that results in the pledged goods being unavailable for return to pledgor.

Sec. 7-341. - Additional registration and regulations applicable to dealers in precious metals and gems.

In addition to the provisions contained in this article, dealers in precious metals and gems shall comply with the requirements of O.C.G.A. § 43-37-1, et seq., and shall register with the police department as required by State law, in addition to compliance with this article. It shall be unlawful for any person to advertise or transact business as a dealer in precious metals and gems without first registering to do so pursuant to this section. It shall be unlawful for any dealer in precious metals or gems to purchase precious metals in a melted or smelted state unless the purchase is from a registered dealer in precious metals or gems.

Sec. 7-342. - Additional regulations applicable to pawnbrokers.

Nothing in this article shall supersede the requirements of O.C.G.A. § 44-12-130, et seq.; rather, the provisions provided herein shall be construed as cumulative to such state law provisions.

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Sec. 7-343. - Responsibility for enforcement.

The City of Duluth Police Department shall have the responsibility for the enforcement of this chapter. Sworn officers of the city police department and civilian employees designated by the chief of police shall have the authority to inspect establishments licensed under this chapter during the hours in which the premises are open for business. These inspections shall be made for the purpose of verifying compliance with the requirements of this chapter and state law. This section is not intended to limit the authority of any other city officer to conduct inspections authorized by other provisions of the city's code.

Secs. 7-344— 355 and Article XXIII Reserved.

This Ordinance shall become effective July 13, 2026.

IT IS SO ORDAINED this 13th day of July 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

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Sarah Park, Post 1

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Marline Thomas, Post 2

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Kenneth Lamar Doss, Post 3

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Manfred Graeder, Post 4

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Shenée Holloway, Post 5

Those councilmembers voting in opposition: _____

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ATTEST: _____
City Clerk

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Public Notice Published **June 23, 2026**
Public Hearing Held **July 13, 2026**

ORDINANCE OF REZONING
O2026-30
CITY OF DULUTH

AN ORDINANCE GRANTING A REZONING OF PROPERTY R7264 170 FROM R-75 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RM (RESIDENTIAL MULTI-FAMILY DISTRICT) LOCATED IN LAND LOT 264 OF THE 6TH DISTRICT, GWINNETT COUNTY CONSISTING OF TAX PARCEL R7264 170 ADDRESSED AS 3276 DELMA COURT, DULUTH, GEORGIA 30096. THE PROPERTY IS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT "B". THE ORDINANCE PROVIDES FOR FINDINGS, ESTABLISHES CONDITIONS OF APPROVAL AS SHOWN ON ATTACHED EXHIBIT "C", PROVIDES FOR SEVERABILITY, REPEALS CONFLICTING ORDINANCES, ESTABLISHES AN EFFECTIVE DATE, AND IS FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the applicant, Oyebamiji Oladeji has filed a complete application (Z2026-004) with the City of Duluth seeking a rezoning; and

WHEREAS, per Article 11 of the Duluth Unified Development Code, a rezoning must be approved by the Governing Body; and

WHEREAS, the City of Duluth Planning Commission held a public hearing at the meeting of June 1, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding the application. At the June 1, 2026, meeting, the Planning Commission recommended approval with conditions as is set forth in the minutes of said meeting; and

WHEREAS, the City Council held a public hearing at the meeting of July 13, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, the City Council of the City of Duluth hereby ordains that the City of Duluth Unified Development Code is hereby amended by changing the official zoning map adopted by that code as follows:

SECTION 1. FINDINGS.

Pursuant to Article 11 of the Duluth Unified Development Code, the City Council finds that it is appropriate to rezone the property, for the following reasons:

A. The rezoning is suitable given the use and development of adjacent and nearby properties.

B. The proposed rezoning is not anticipated to adversely affect the existing use or usability of adjoining or nearby properties as conditions will be imposed on the development that address access, landscape and screening, transportation and parking, and lighting.

C. The proposed rezoning is not anticipated to cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

D. The Future Land-Use and Development section and supporting Character Area Map of FORWARDuluth (also known as the Comprehensive Plan, 2045) identifies the Character Area of this property as the Established Neighborhoods District. The rezoning of this property continues to serve the residential needs of this character area.

SECTION 2. LEGAL DESCRIPTION.

The property that is subject to this ordinance consists of ±0.376 acres and is legally described on Exhibit "B", attached hereto. Said Exhibit is incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance or any Ordinance pertaining to the companion applications as identified above be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Duluth, Georgia.

SECTION 5. REPEALER.

All conflicting ordinances and conditions are hereby repealed and replaced with the conditions of approval set forth in this Ordinance O2026-30.

ATTACHMENTS:

Exhibit "A": Maps

Exhibit "B": Legal Description

Exhibit "C": Original Plat from 1979

Exhibit "D": Conditions of Approval

Exhibit "E": Applicant's Responses to the Standards Governing Special Use Consideration

Exhibit "F": Letter of Intent

Exhibit "G": Public Notice

{Signatures on the following page}

IT IS SO ORDAINED this 8th Day of June 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson-Cummings, Post 5

Those council members voting in opposition: _____

_____

_____

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit "A"
Maps

Location Map



Z2026-004 OLADEJI OYEBAMIJI	Planning Commission: June 1, 2026	
From: R-75 To: RM	City Council: July 13, 2026	Streets Address Outline Parcel
City of Duluth | Georgia Community Development & Engineering | GIS	40 Feet N	Tax Parcel(s): R6264 170

Zoning Map



Z2026-004 OLADEJI OYEBAMIJI		Planning Commission: June 1, 2026
From: R-75	To: RM	City Council: July 13, 2026
City of Duluth | Georgia Community Development & Engineering | GIS	40 Feet N	Tax Parcel(s): R6264 170

PUD
R-75
RM

Character Area Map



Z2026-004 OLADEJI OYEBAMIJI		Planning Commission: June 1, 2026
From: R-75	To: RM	City Council: July 13, 2026
City of Duluth | Georgia Community Development & Engineering | GIS	40 Feet N	Tax Parcel(s): R6264 170

Established Neighborhoods

Exhibit "B"
Legal Description

All that tract or parcel of land lying and being in Land Lot 264 of the 6th District of Gwinnett County, Georgia, being Lot 6, Block "A", Duluth Manor Subdivision, as per plat recorded in Plat Book 11, page 278, Gwinnett County, Georgia Records, which said plat is incorporated herein and made a part hereof by reference.

Exhibit "C"

Original Plat from 1979

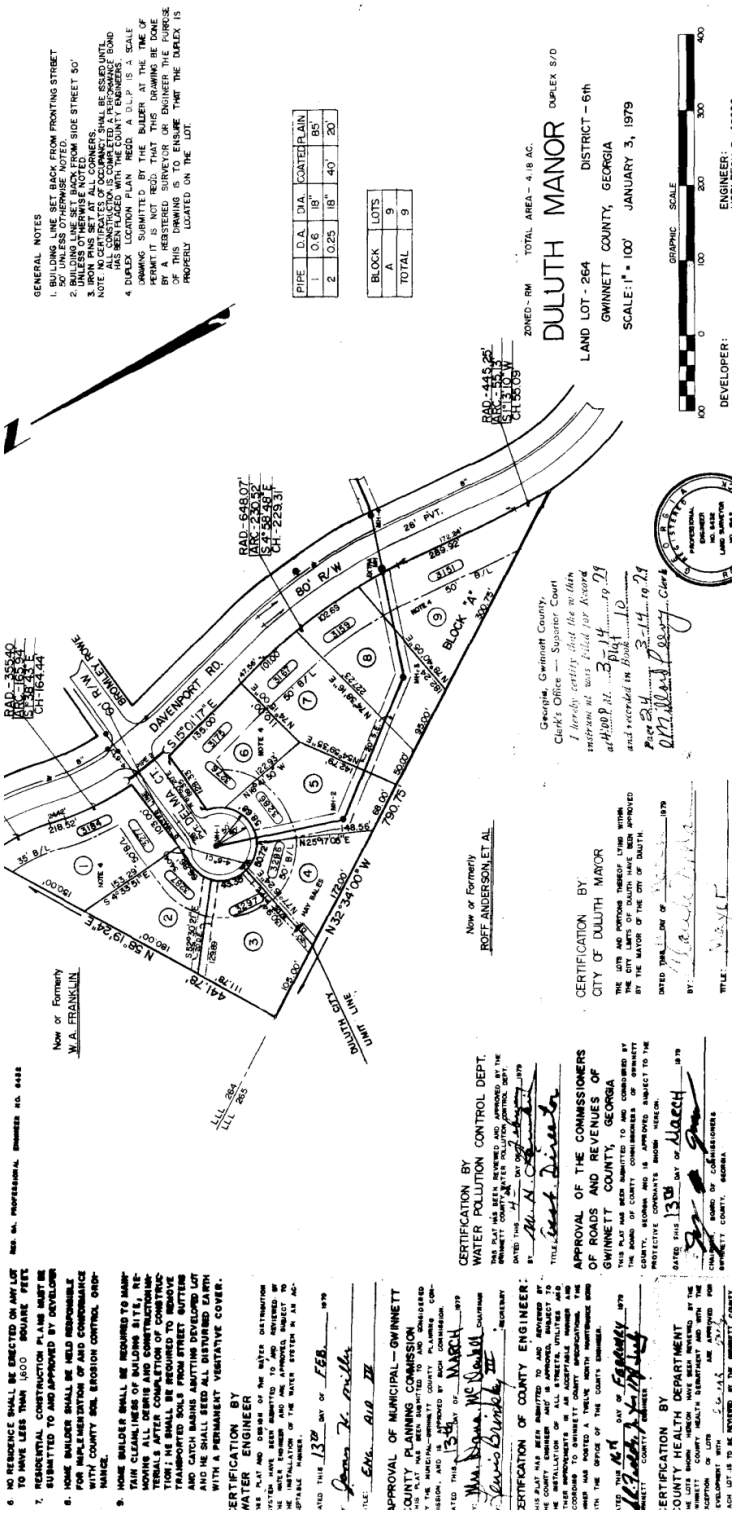


Exhibit "D"

Conditions of Approval

General

1. The subject property shall be developed in accordance with the Unified Development Code (UDC).

2. All requirements imposed under this Ordinance shall meet or exceed the minimum standards of the Unified Development Code (UDC), unless modified by the conditions contained herein, regardless of any change in ownership.

3. The uses shall be limited to a maximum of another duplex on the property with an overall density not to exceed the limit of RM zoning which is 15 units/acre.

4. Final building plans, including elevations and materials, for the development shall be submitted to and approved by the Community Development and Engineering Department prior to the issuance of any building permits.

Exhibit "E"
Applicant's Response to the Standards Governing Special Use Consideration

Applicant Response to Zoning Questions (3276 Delma Ct, Duluth, GA 30096)

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Yes, approval of the proposed development will permit a use that is suitable in view of the use and development of adjacent and nearby property. There are a variety of housing types surrounding the proposed development. Immediately around the site are properties zoned RM, PUD and some R75. Within less than a mile of the land are town homes, apartment complexes and commercial nodes. The proposed duplex development will complement existing land uses and development patterns.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

No, approval of the proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby properties. Based on the proposed density and architectural plans, this property will not adversely affect the usability of adjacent and nearby properties. We feel our development will increase the value of the surrounding area based on the home style and attractiveness.

3. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

No, approval of the proposed rezoning will not result in excessive or burdensome use of the existing infrastructure systems. The property is conveniently-located near on a side street that has only 5 other properties and connects to a major thoroughfares. The property already has access to all utilities on the site. The requested zoning is less intense than surrounding RM uses.

4. Whether the zoning proposal is consistent with the Land Use Policy Plan, Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Duluth.

Yes, the proposed Rezoning Application is in conformity with the policy and intent of the FORWARDuluth 2040 Comprehensive Plan. It provides an opportunity to redevelop underutilized property with a creative urban design and with higher density. We believe the property fits exactly into the future land use plan with this rezoning request.

The proposed Rezoning Application is in conformity with the policy and intent of the Land Use Policy Plan, Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Duluth.

5. Whether there are other existing or changing conditions affecting the use and development of property that give supporting grounds for either approval or disapproval of the zoning or special use proposal.

   This property has currently a duplex on it even though it is zoned as R75 and most of similar duplexes in the area are zoned differently as RM. We are offering a use that is in line with the future land use plan and will complement the different and higher density zonings surrounding the property.

   The Applicant submits that the character of the surrounding development and the existing mix of uses in the area provide supporting reasons for approval of the rezoning application. Anticipated growth in Gwinnett County based on the FORWARDuluth 2040 Comprehensive Plan suggests a strong need for this type of housing.

6. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned.

The Applicant submits that due to the fact the Subject Property has a duplex, it is incorrectly zoned and this does not allow for reasonable economic use as currently zoned (R75). As zoned, the Property is underutilized given the space available for building an additional duplex to maximize economic use while a delivering quality product.

Exhibit "F"

Letter of Intent

City of Duluth Planning and Development,
Director of Planning and Development,
3167 Main Street,
Duluth, GA 30096

4/10/2026

Dear Director and Staff:

I, Oyebamiji Oladeji submits this Letter of Intent and attached Rezoning Application on behalf of myself as (the "Applicant") for the purpose of requesting the rezoning of an approximate 0.376 acre-tract at 3276 Delma Ct, Duluth (the "Property") located on Delma Ct and near the intersection of Davenport Rd. The tax parcel ID for the property is R6264 170 and is currently zoned Single-Family Residence District (R-75).

The Applicant is requesting to rezone the Property from the existing R-75 zoning classification to the Multi-Family Residence (RM) zoning classification of the City of Duluth Unified Development Code V2 UDC_UPDATE_ADOPTED_9.8.2025 (the "UDC") to add a duplex unit as depicted on the site plan submitted with the Application. The proposed duplex units consist of 2 homes at a size, quality, and price-point commensurate with or exceeding homes in the surrounding area. The proposed townhomes would be approximately 1,500 square feet, and include front-driveway parking lots for 2 cars per unit as well as attractive architectural elements which are compatible with the surrounding area. The front facades of the homes would be constructed primarily of brick.

The proposed development would be compatible with nearby and adjacent uses. In fact, all the parcels directly opposite the Property are zoned as RM – 3277 Delma Ct, 3287 Delma Ct and 3297 Delma Ct. Also the 6 units on Delma Ct are multifamily residences, including the Property which even though is currently zoned as R75 has an existing multifamily duplex unit built on it. The Property has a lot of space on the right which has bred a lot of rodents, weeds and trash and created an unsafe experience for residents. The space is enough to build an additional duplex which will add to the aesthetics and vibrancy of the neighborhood while utilizing an area that hitherto was a breeding ground for trash, rodents and code enforcement actions.

The property already has access to all utilities on the site. Gwinnett County

We believe this addition will improve the area that surrounds it and the density will be within allowed limit for RM. By rezoning this property, we will bring forth a fresh set of aesthetics and long- term attractiveness which will benefit surrounding neighbors and the City.

We respectfully request your approval of this application and thank you for your consideration.

Sincerely,

Oyebamiji (Banji) Oladeji

Exhibit "G"

Public Notice - Public Notice Printed in Gwinnett Daily Post 06/23/2026

GDP8487
gpn16

CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a Rezoning request from Oyebemiji Oladeji, for approximately 0.376 acres in Land Lot 264, 6th District, Gwinnett County, located at 3276 Delma Court, consisting of tax parcel R6264-170 case number Z2026-004. The request is to rezone from R-75 (Single Family District) to RM (Multi-Family District). The public is invited to attend this hearing before the Mayor and Council on the proposed rezoning. The meeting date, place and time regarding this matter are as follows:
WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed rezoning, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email: Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
****
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In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.
6:28,2026


CITY OF DULUTH
PUBLIC NOTICE
V2026-009
REQUEST TO

CITY OF DULUTH
MAYOR & COUNCIL
Staff Report
July 13, 2026

CASE NUMBER:	Z2026-004
ADDRESS:	3276 Delma Court, Duluth, GA 30096
PARCEL:	R7264 170
CURRENT ZONING:	R-75 (Single-Family Residential District)
PROPOSED ZONING:	RM (Residential Multi-Family District)
ACREAGE:	+/- .376 Acres
REQUEST:	Rezone from R-75 (Single-Family Residential District) to RM (Residential Multi-Family District) to add a duplex to the vacant area of the property and to make the existing duplex legal and conforming.
OWNER:	Oyebamiji Oladeji 2070 Vicarage Lane Snellville, GA 30078
APPLICANT:	Oyebamiji Oladeji 2070 Vicarage Lane Snellville, GA 30078

Staff Recommendation:	Approval
Planning Commission Recommendation:	Approval

I. PURPOSE AND DESCRIPTION OF THE REQUEST

The purpose of the request (Z2026-004) from Oyebamiji Oladeji is to obtain approval for a rezoning of +/- .376 acres of property in Land Lot 264 of the 6th District, Gwinnett County, consisting of tax parcel R6264 170. The subject site is currently zoned R-75 (Single-Family Residential District). The applicant is requesting to rezone to RM (Residential Multi-Family District) to add a duplex to the vacant area of the lot while bringing the current duplex on the property into legal conformity.

Maps detailing the location, zoning and character areas of the site are attached hereto as Exhibit "A". The Legal Description is attached hereto as Exhibit "B".

II. EXISTING CONDITIONS

The subject site is located on the southern corner of Delma Court and Davenport Road. It is currently zoned R-75 (Single-Family Residential) and has a legal non-conforming duplex on the property. The property to the north is zoned RM (Residential Multi-Family) and has a duplex on the property. The property to the east across from Davenport Road is zoned R-75 (Single-Family Residential District) and has a single-family residential detached house on the property. The property to the west is zoned R-75 (Single-Family Residential District) and has a legal non-conforming duplex on the property. The property to the south is in Gwinnett County and zoned PUD (Planned Unit Development). It has a duplex on the property.

III. REVIEW OF THE REQUEST

Unified Development Code

Standards Governing the Exercise of Zoning Power

Section 1104.02 of the UDC establishes the standards governing the exercise of zoning power. The following standards are relevant in balancing the interest and promoting the public health, safety, morality, and general welfare against the right to the unrestricted use of the property:

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

C. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

D. Whether the zoning proposal is consistent with the Land Use Policy Plan, Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Duluth.

E. Whether there are other existing or changing conditions affecting the use and development of property that give supporting grounds for either approval or disapproval of the zoning or special use proposal.

The Applicant's responses to the Standards Governing the Exercise of Zoning Power are attached hereto as Exhibit "E".

Comprehensive Plan

Every section of Duluth's Comprehensive Plan, FORWARDuluth Plan 2040, is central to implementing the City's vision and goals. However, the Character Areas and Future Land Use Maps are the most influential in terms of daily decision-making and land use changes. The Character Area Map is intended to work hand-in-hand with the Future Land Use Map when considering city-wide policies and when land-use applications are presented to the Planning Commission and City Council. The Character Area Map and related text will set the overarching goals for specific areas within the City. The Future Land Use Map gives parcel by parcel recommendations for future development.

The subject property is located within the Established Neighborhoods . FORWARDuluth states, *"Established Neighborhoods will continue to be the backbone of Duluth's residential community".* The Future Land Use Map (FLUM) envisions this parcel to be Low Density Residential, generally 1-6 units per acre.

IV. PLANNING STAFF REVIEW

As previously stated, this parcel currently has a duplex on the property and is currently zoned R-75 (Single-Family Residential), which makes it a legal non-conforming parcel. The property was annexed into the city on March 10, 1979 and a plat was recorded at the Gwinnett County Clerk's Office on March 14th, 1979. The March 14th, 1979 plat contemplated two duplexes on that property at that time. *See Exhibit "C" below*.

The duplex on the property was built in 1980. Staff cannot locate any records of when this property was rezoned to R-75 (Single-Family Residential District) from RM (Residential Multi-Family District); however, it only became a legal non-conforming lot in June of 2024 when Duplexes were disallowed in RA-200, R-100 and R-75.

On March 11, 2026 a Code Enforcement Officer issued a Notice of Violation with the following Property Maintenance Violations:

1. 5-226 (d) – Grass, weeds and Ground Cover. (d) All unpaved areas of front yards shall be maintained with grass, ground cover, mulch or other similar landscaping to such extent that the soil is not bare or subject to erosion.
2. 5-223 – Fences and walls. Fences and walls shall be maintained in a structurally sound conditions and in good repair. Fences and walls shall be free from loose or rotting materials to the extent that they have become unsafe and an eyesore and shall have braces and supports attached to or fastened in accordance with common building practices.
3. 5-222 – Open/Outdoor Storage. The open or outdoor storage of any used or damaged lumber, building materials, junk, trash, garbage, debris, scrap metal, concrete, asphalt, cans, bottles, glass, tires, salvage materials, boxes, containers, bins, and abandoned, discarded, inoperative, or unusable furniture, stove, refrigerator, freezer, sink, toilet, cabinet or other household appliances or fixtures, yard waste or equipment, shall be prohibited.

4. 5-236 – Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good conditions and clean of visible signs of mold, mildew or algae growth. Exterior wood surfaces and siding, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint or paint that has faded so that it is no longer consistent in appearance with other paint on the same building or structure shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and watertight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces.
5. 5-241 – Roofs and drainage. Roofs of buildings shall be maintained so that they are structurally sound and in a safe condition and have no defects, which might admit rain or cause dampness in the interior portions of a building. Al portions, additions or sections of a roof including, but not limited to, the fascia, eaves, soffit, sheathing, rafter tail, barge rafter, vent screening, gutter, downspout, roof jack, lead or metal flashing, shall be complete with all trim strips, moldings, brackets, braces and supports attached or fastened in accordance with common building practices. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from vegetation and other obstructions. Roof water shall not be discharged in a manner that creates a public nuisance or that interferes with the use and enjoyment of another's property.
6. 5-204 – Unsafe structures and equipment. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure. The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.
7. 5-227 (d) – Tree, Shrubs, Hedges, and Bushes. (d) Shrubs, hedges, bushes and other similar cultivated ornamental vegetation shall be pruned and maintained uniformly by trimming, shaping or otherwise preventing excessive growth in order to aesthetically control the size and shape of the plant, promote the health of the plant and prevent the appearance of neglect or abandonment. In no such case shall any shrub, hedge, bush or other similar cultivated ornamental vegetation have individual tips, branches, limbs, or stems that extend more than eighteen (18) inches from the natural form of the bulk or main body of the plant.

On April 14, 2026 the Code Enforcement Officer did a re-inspection of the property all the violations had been rectified. The case was closed that same day. There have been no new violations since then.

According to the Comprehensive Plan, this property is envisioned for low-density residential which is defined as 1-6 units an acre. Adding a duplex to this property would be closer to the RM standards which allows 15 units/acre.

EXHIBITS

A: Maps
B: Legal Description
C: Original Plat from 1979
D: Conditions of Approval
E: Applicant's Responses to the Standards Governing the Exercise of Zoning Power
F: Letter of Intent
G: Public Hearing Advertisement/Public Notice

Exhibit "A"

Maps

Character Area Map



Z2026-004 OLADEJI OYEBAMIJI		Planning Commission: June 1, 2026
From: R-75	To: RM	City Council: July 13, 2026
City of Duluth | Georgia Community Development & Engineering | GIS	40 Feet N	Tax Parcel(s): R6264 170

Established Neighborhoods

Parcel Location Map



Z2026-004 OLADEJI OYEBAMIJI		Planning Commission: June 1, 2026
From: R-75	To: RM	City Council: July 13, 2026
City of Duluth | Georgia Community Development & Engineering | GIS	40 Feet N	Tax Parcel(s): R6264 170

Streets
Address Outline
Parcel

Zoning Map

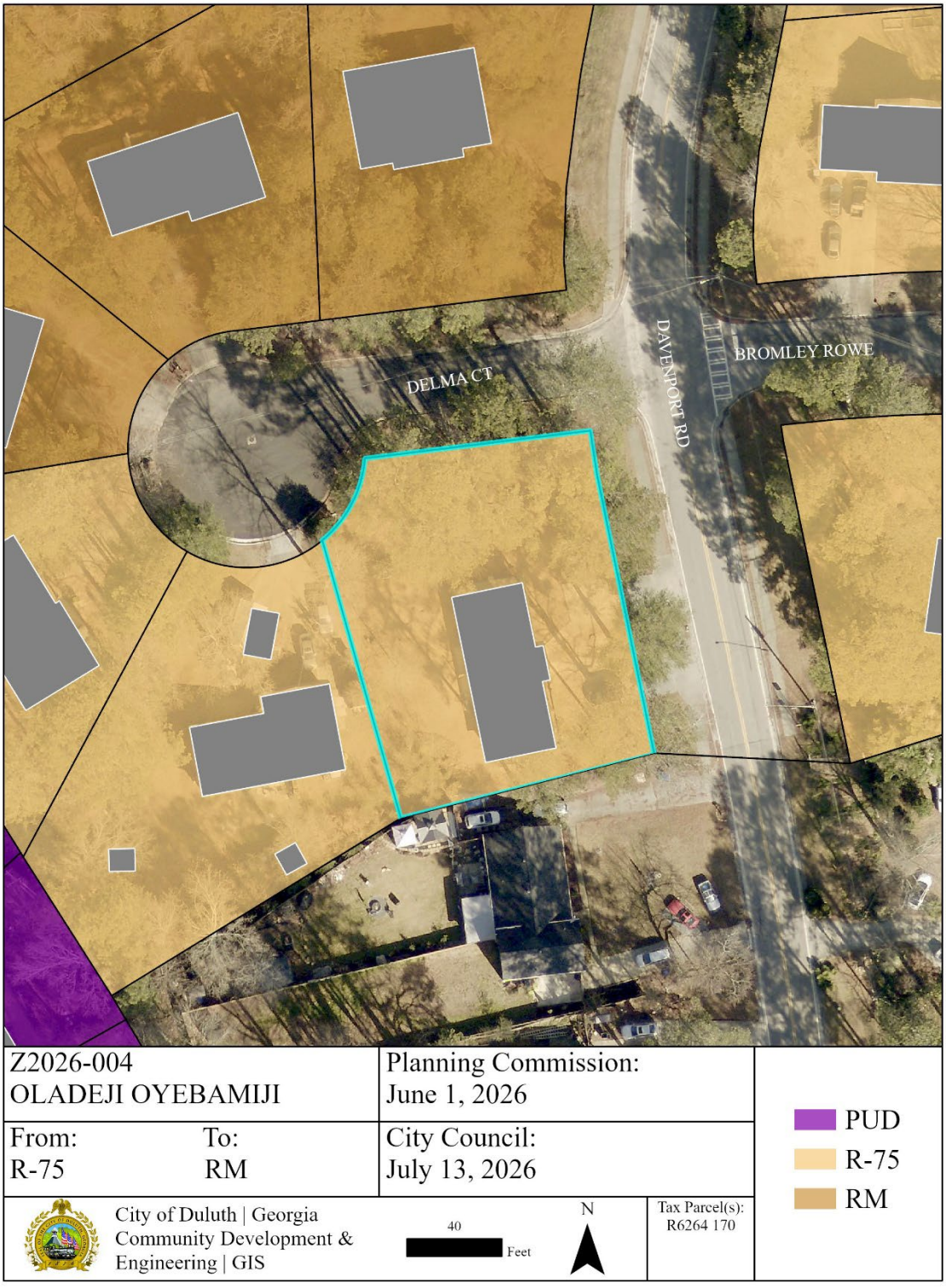

DELMA CT
DAVENPORT RD
BROMLEY ROWE
Z2026-004
OLADEJI OYEBAMIJI
Planning Commission:
June 1, 2026
From:
R-75
To:
RM
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City of Duluth | Georgia
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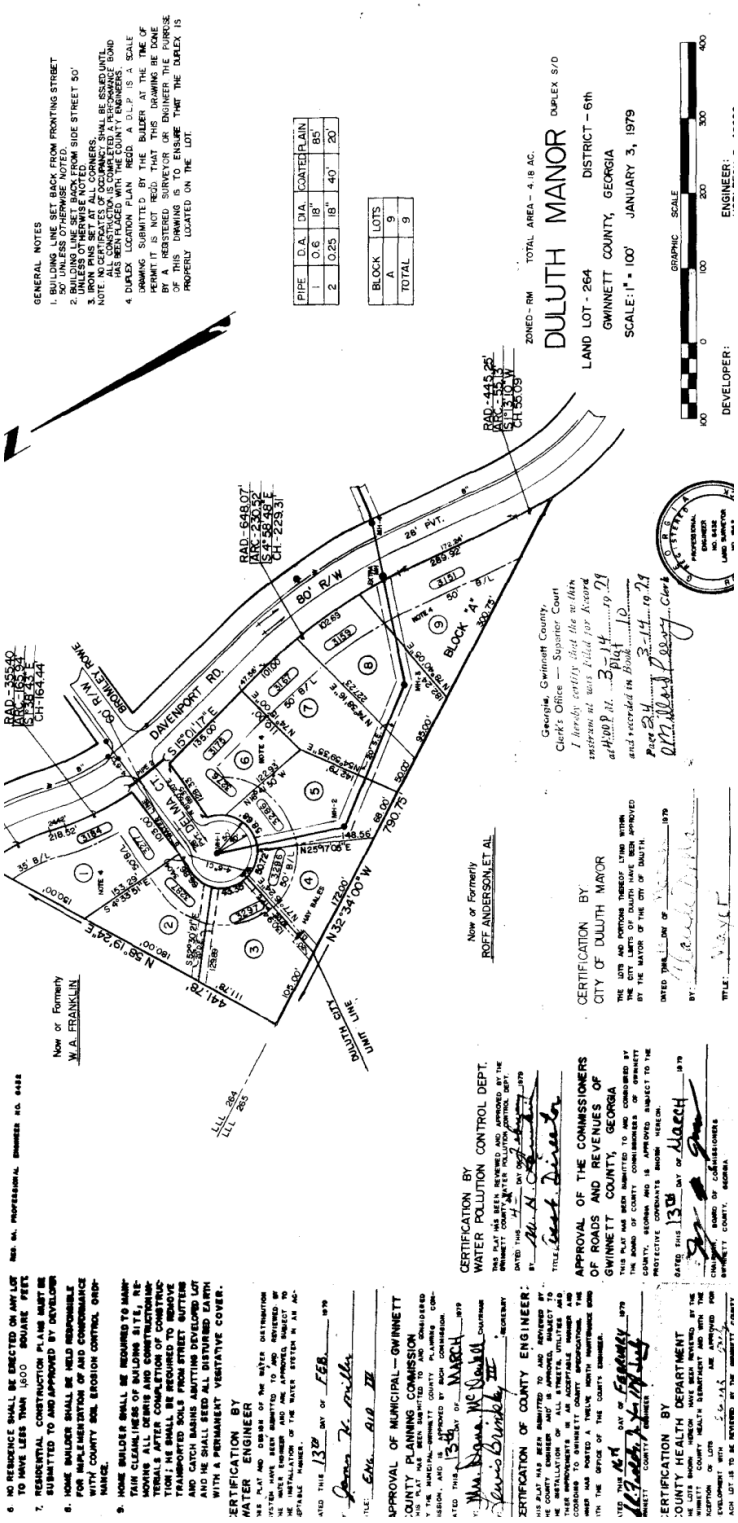


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Sincerely,

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Public Notice Published in the Gwinnett Daily Post 6/23/2026

GDP8487
gpn16
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6:28,2026


CITY OF DULUTH
PUBLIC NOTICE
Z2026-004
REQUEST TO

CITY OF DULUTH
MAYOR & COUNCIL
Staff Report
July 13, 2026

CASE NUMBER:	Z2026-006
ADDRESS:	2407 Main Street (Formerly known as 2407 Chattahoochee Drive)
PARCEL:	R7205 001
CURRENT ZONING:	Gwinnett County M-1 (Light Industrial District)
PROPOSED ZONING:	City of Duluth M-1 (Light Industrial District)
ACREAGE:	+/- .54 Acres
REQUEST:	Annexation and Rezoning of +/- .54 acres property from M-1 (Light Industrial District; unincorporated Gwinnett County) to M-1 (Light Industrial District; City of Duluth).
OWNER:	City of Duluth 3167 Main Street Duluth, GA 30097
APPLICANT:	City of Duluth 3167 Main Street Duluth, GA 30097

Staff Recommendation:	Approval
Planning Commission Recommendation:	Approval

I. PURPOSE AND DESCRIPTION OF THE REQUEST

The purpose of the annexation and rezoning request (A2026-001) is to annex and rezone the current parcel from M-1 (Light Industrial District; unincorporated Gwinnett County) to M-1 (Light Industrial District; City of Duluth). Per zoning procedures law O.C.G.A. § 36-66-4, the rezoning hearing will be conducted (without a vote) prior to the annexation. After annexation is approved (separate action), the rezoning can be voted upon.

Maps detailing the location, zoning district, and character area of the subject property are attached hereto as Exhibit "A".

II. EXISTING CONDITIONS

The subject property totals +/- .54 acres. The subject property is bound to the north, east and west by PUD (Planned Unit Development) zoned properties. To the south is Main Street. On the other side of Main Street are M-1 (Light Industrial District) properties. The property is a former Gwinnett County Department of Water Resources Pump House.

III. REVIEW OF THE REQUEST

Unified Development Code

1. **Literal Interpretation of the Unified Development Code (UDC)**

   A. Section 1306.01 Zoning Classification of Land upon Annexation states that a). Any land subsequently annexed into the City shall be classified by the City Council as to the zoning district or districts at the time of annexation provided that before the zoning decision and annexation are approved, a public hearing is held concerning the zoning decision.
   B. The City Council, in determining the zoning classification, may take into account the use restrictions on the land prior to annexation and the Land Use Plan and Comprehensive Plan.

2. Standards Governing the Exercise of Zoning Power

   Section 1104.02 of the UDC establishes the standards governing the exercise of zoning power. The following standards are relevant in balancing the interest and promoting the public health, safety, morality, and general welfare against the right to the unrestricted use of the property:

   A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

   B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

   C. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

   D. Whether the zoning proposal is consistent with the Land Use Policy Plan,

Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Duluth.

E. Whether there are other existing or changing conditions affecting the use and development of property that give supporting grounds for either approval or disapproval of the zoning or special use proposal.

Comprehensive Plan

The subject property will be located on the western edge of the Sugarloaf Activity District. FORWARDuluth envisions this Character Area to be a connected, yet self-sufficient, activity center consisting of retail, office and a variety of residential types serving as the northern gateway into the City. The Future Land USE Map (FLUM) has not considered the future use of this property.

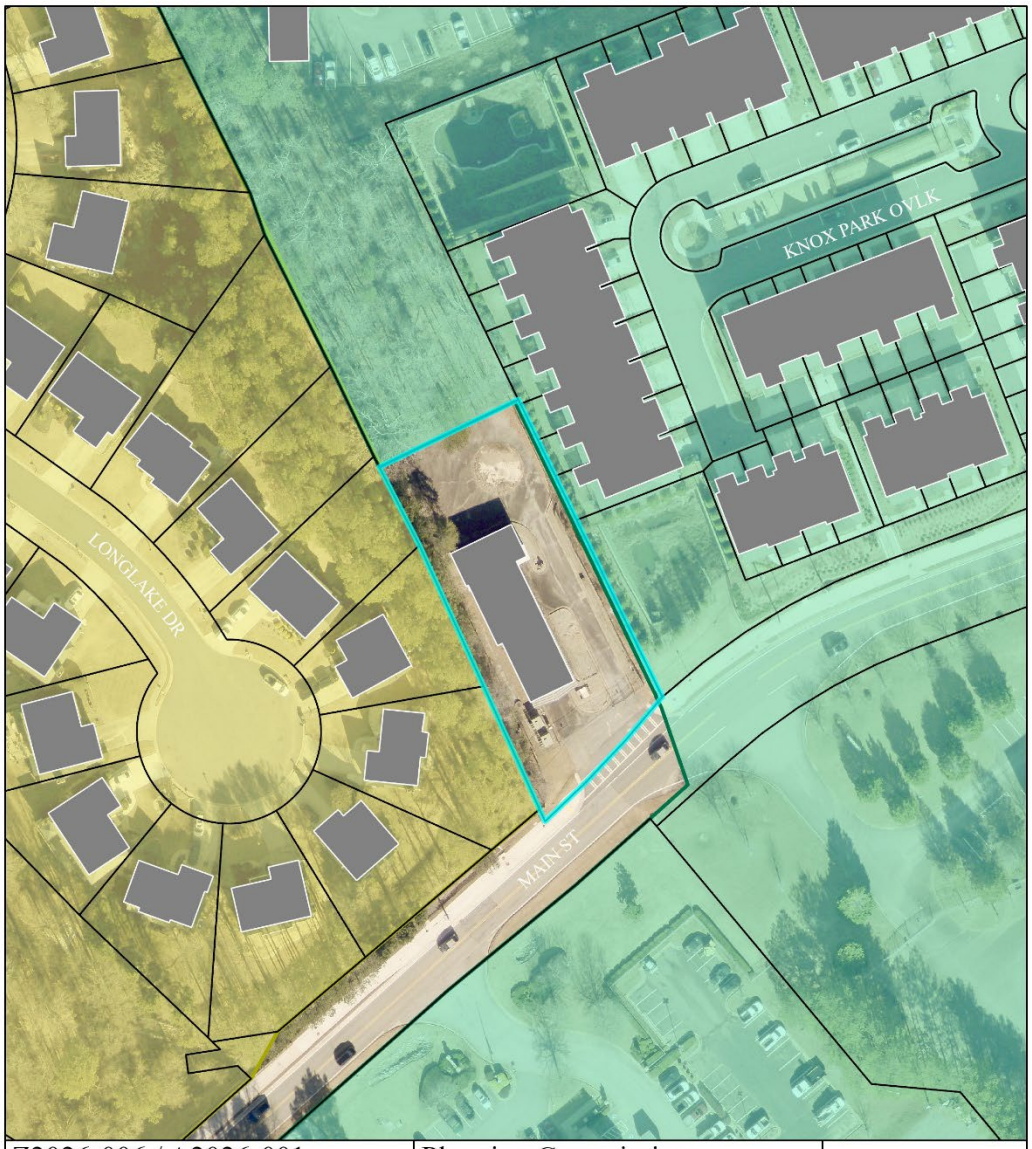
EXHIBITS

A: Maps
B: Public Hearing Advertisement/Public Notice

Exhibit "A"

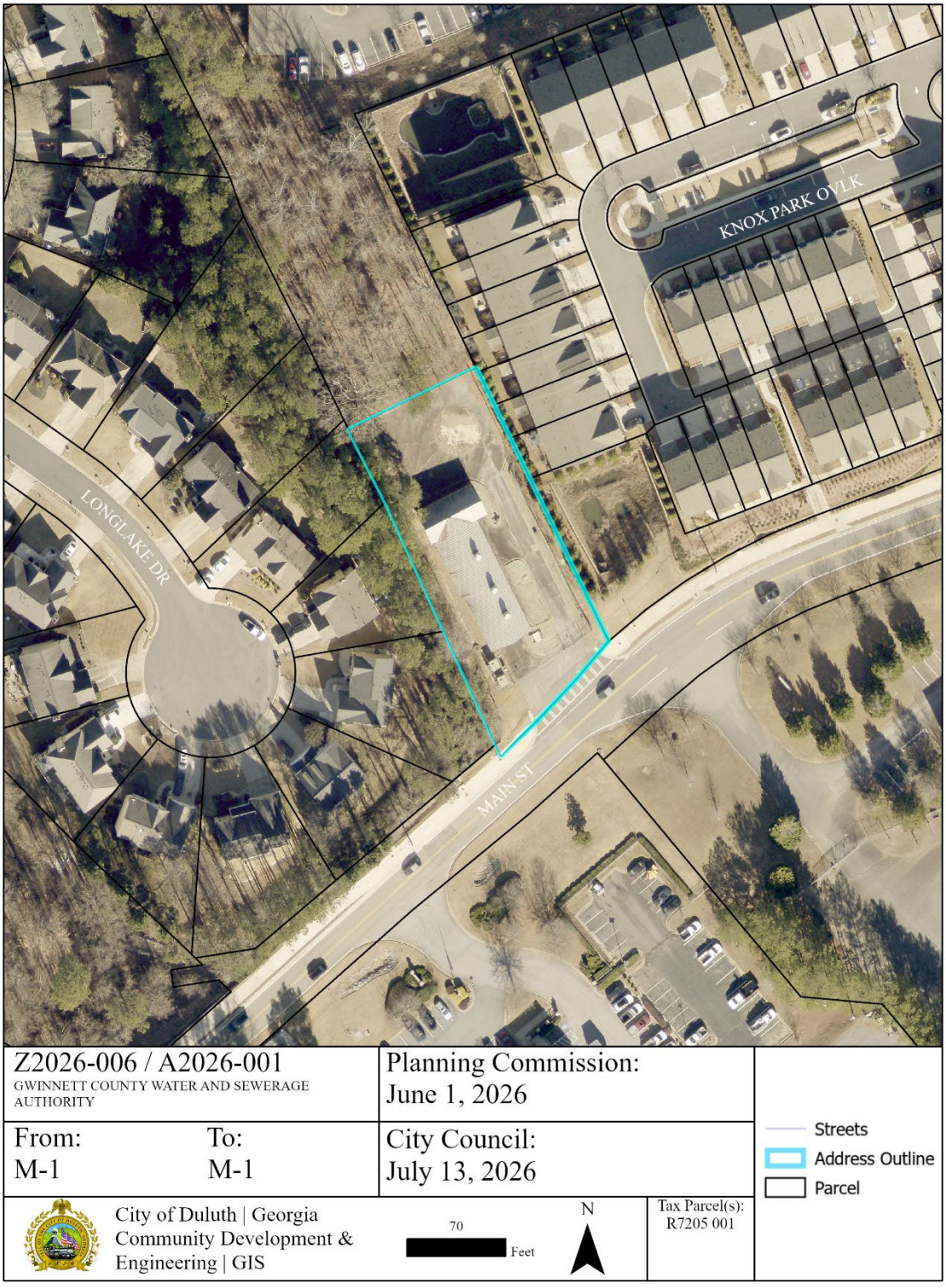
Maps

Character Area Map

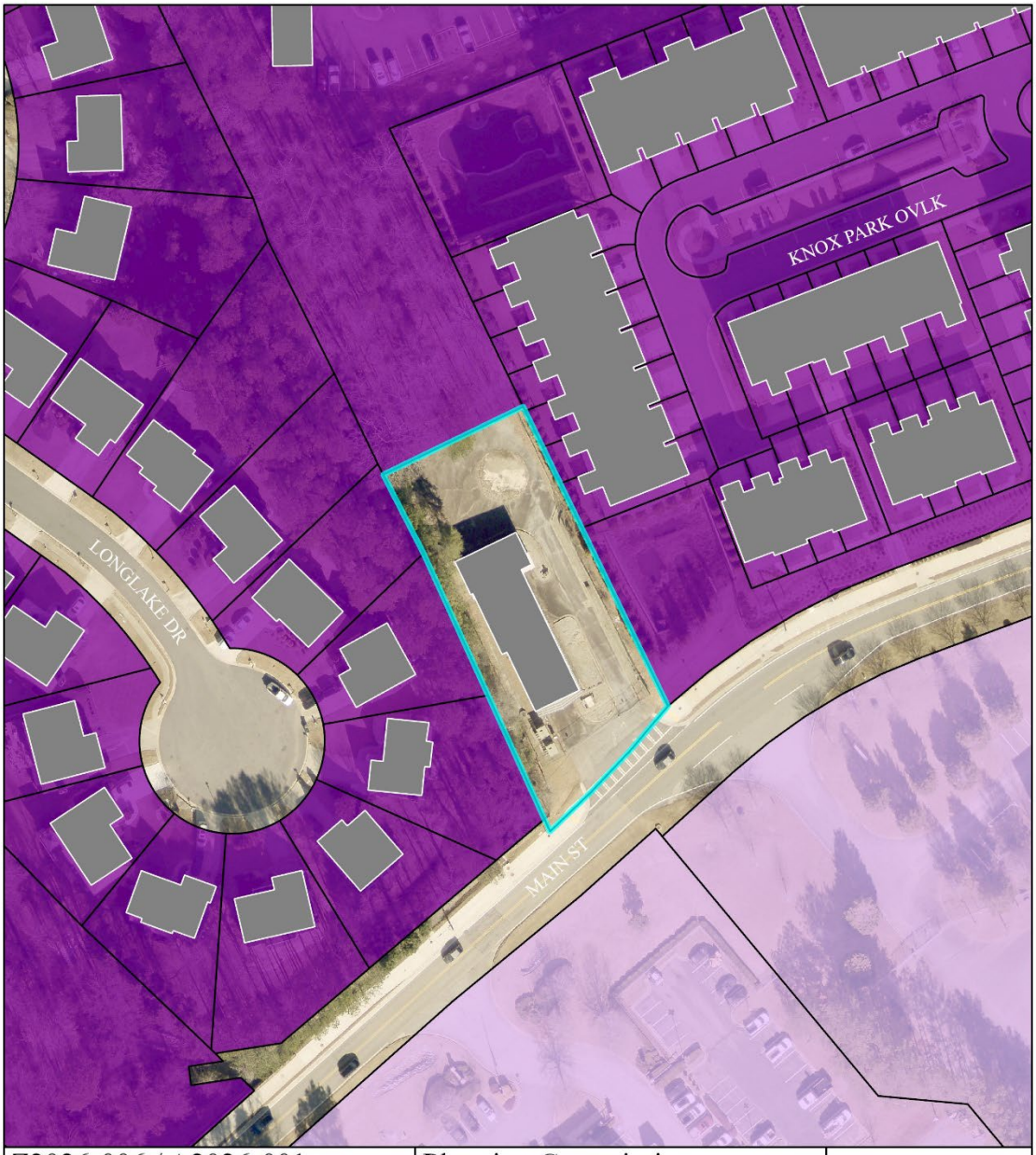


Z2026-006 / A2026-001 GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY	Planning Commission: June 1, 2026	
From: M-1 To: M-1	City Council: July 13, 2026	Established Neighborhoods Sugarloaf Activity District
City of Duluth | Georgia Community Development & Engineering | GIS	70 Feet N	Tax Parcel(s): R7205 001

Parcel Location Map



Zoning Map



Z2026-006 / A2026-001 GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY	Planning Commission: June 1, 2026	M-1 PUD
From: M-1 To: M-1	City Council: July 13, 2026	
City of Duluth | Georgia Community Development & Engineering | GIS	70 Feet N	Tax Parcel(s): R7205 001

Exhibit "B"
Public Notice published in Gwinnett Daily Post on 6/23/2026

GDP8488
gpn16
CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a Rezoning request initiated by the City of Duluth for approximately 0.5 acres in Land Lot 205, 7th District, Gwinnett County, located at 2407 Chattahoochee Drive, consisting of tax parcel R720-001 case number Z2026-006. The request is to rezone County M-1 (Light Industrial District, Gwinnett County) to M-1 (Light Industrial District, City of Duluth). The public is invited to attend this hearing before the Mayor and Council on the proposed rezoning. The meeting date, place and time regarding this matter are as follows:
WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed rezoning, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
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In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.
6:28,2026


CITY OF DULUTH
PUBLIC NOTICE
Z2026-006
REQUEST TO
PARCEL:
ADDRESS:
CURRENT ZONING:
PROPOSED ZONING:
DATE: @6 p.m.
DATE: @6 p.m.
All interested members of the public are invited to attend the hearings at:
CITY HALL COUNCIL CHAMBERS
3167 MAIN STREET, DULUTH, GA 30096
770.476.1790
on the dates and times provided above.
SCAN FOR DETAILS
Duluth

Public Notice Published June 23, 2026
Public Hearing Held July 13, 2026

ORDINANCE NO. O2026-31

AN ORDINANCE TO ANNEX AND BRING WITHIN THE CORPORATE LIMITS OF THE CITY OF DULUTH, STATE OF GEORGIA, REAL PROPERTY TOTALING 0.536+/- ACRES OF LAND, OWNED BY THE CITY OF DULUTH IDENTIFIED AS 2407 MAIN STREET, GWINNETT COUNTY TAX PARCEL NUMBER R7205 00 AND AS SHOWN ON ATTACHED EXHIBIT "A", PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, The City of Duluth, Georgia owns the subject parcel of land identified as Gwinnett County Tax Parcel Number R7205 00 as shown and described on Exhibit "A"; and

WHEREAS, the City Council of the City of Duluth has considered the application of the City of Duluth, Georgia and in conjunction with the standards set forth in O.C.G.A. §§ 36-36-1 through 36-36-110, O.C.G.A.§ 36-60-111, and the City of Duluth's Ordinances regarding annexation into the City's corporate limits; and

WHEREAS, said parcels of land identified as Gwinnett County Tax Parcel Number R7205 00 is within the unincorporated area of Gwinnett County, State of Georgia, and is contiguous to the existing corporate limits of the City of Duluth, Georgia at this time; and

WHEREAS, the City of Duluth, Georgia submitted to the City Council of Duluth, Georgia, a written and signed application and affidavit showing consent to being annexed, and whereas a survey and complete description of the subject parcel being considered to be annexed, is included in the application; and

WHEREAS, the City Council held a public hearing at the meeting on July 13, 2026 duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS.

All of the foregoing recitals of this Ordinance are incorporated by reference as if fully set forth herein and are made part of this annexation ordinance.

SECTION 2. ANNEXATION.

The City Council of Duluth, Georgia, does hereby annex and include within the corporate limits of the City of Duluth, Georgia real parcel of land known as Gwinnett County Tax

Parcel Identification No. R7205 00 as shown and described on Exhibit "A". Said Exhibit is incorporated by reference as if fully set forth herein.

SECTION 3. CERTIFICATION BY THE CITY CLERK

The City Council of Duluth, Georgia, authorizes and directs the City Clerk of Duluth, Georgia to certify this Ordinance and attached Exhibit and have a certified copy of this Ordinance and its Exhibits filed with the Department of Community Affairs and any other public official or agencies as required by law.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be July 13, 2026.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 13th day of July, 2026.

ATTACHMENTS
Exhibit "A": Legal Description
Exhibit "B": Map
Exhibit "C": Public Hearing Advertisement/Public Notice

{SIGNATURES ON FOLLOWING PAGE}

IT IS ORDAINED this 13th day or July, 2026

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson-Cummings, Post 5

Those councilmembers voting in opposition: _____

_____

_____

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

EXHIBIT “A”
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 205, 7TH DISTRICT, CITY OF DULUTH, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (1/2" REBAR WITH A CAP STAMPED "ROCHESTER 000484") ON THE NORTH RIGHT OF WAY OF MAIN STREET (RIGHT OF WAY VARIES) WITH A GEORGIA WEST STATE PLANE COORDINATE OF NORTH 1461454.93, EAST 2309280.01 AND LYING 1,446 FEET FROM THE RIGHT OF WAY INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF PEACHTREE INDUSTRIAL BOULEVARD AND THE NORTHWESTERN RIGHT OF WAY OF MAIN STREET; THENCE ALONG THE NORTH RIGHT OF WAY OF MAIN STREET SOUTH 48°05'51" WEST, 104.18 FEET TO AN IRON PIN FOUND (1-1/2" ROD); THENCE LEAVING THE NORTH RIGHT OF WAY OF MAIN STREET AND ALONG LOTS 61 THROUGH 63 OF LAKE VILLAS AT RIVERBROOKE, PHASE TWO NORTH 25°51 '04" WEST, 248.05 FEET TO AN IRON PIN FOUND (1/2" REBAR WITH A CAP STAMPED "COA 613"); THENCE ALONG THE PROPERTY NOW OR FORMERLY CPI/BLAZE ANNABELLE ON MAIN OWNER, LLC NORTH 64 °33'1 O" EAST, 100.00 FEET TO A POINT; THENCE ALONG LOTS 22 THROUGH 25 AND DETENTION POND 2 OF GREYSOLON SOUTH 25°52'58" EAST, 218.54 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.536 ACRES OR 23,344 SQUARE FEET.

EXHIBIT "B"
MAP



Z2026-006 / A2026-001 GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY		Planning Commission: June 1, 2026
From: M-1	To: M-1	City Council: July 13, 2026
City of Duluth | Georgia Community Development & Engineering | GIS	70 Feet N	Tax Parcel(s): R7205 001

Streets
Address Outline
Parcel

EXHIBIT "C"
PUBLIC HEARING ADVERTISEMENT/PUBLIC NOTICE
PUBLIC NOTICE PRINGTED IN GWINNETT DAILY POST 6/23/2026

GDP8489
gpn16
CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Duluth Mayor and Council to consider a request from City of Duluth to annex approximately 0.5 acres of property in Land Lot 205, 7th District, Gwinnett County, located at 2407 Chattahoochee Drive consisting of tax parcel 7205 001. The public is invited to attend this hearing before Mayor and Council on the proposed annexation. The meeting date, place and time regarding this matter are as follows:

WHEN:

July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed annexation, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning
3167 Main Street
Duluth, GA 30096
OR
Email:
drobinson@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
****
****
****

In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.
6:28,2026


CITY OF DULUTH
PUBLIC NOTICE
A2026-001
REQUEST TO
PARCEL:
ADDRESS:
CURRENT ZONING:
PROPOSED ZONING:
DATE: @6 p.m.
DATE: @6 p.m.
All interested members of the public are invited to attend the hearings at:
CITY HALL COUNCIL CHAMBERS
3167 MAIN STREET, DULUTH, GA 30096
770.476.3790
on the dates and times provided above.
Duluth

Public Notice Published **June 23, 2026**
Public Hearing Held **July 13, 2026**

ORDINANCE OF REZONING
O2026-32
CITY OF DULUTH

AN ORDINANCE GRANTING A REZONING OF PROPERTY R7205 001 FROM M-1 (LIGHT INDUSTRIAL DISTRICT; GWINNETT COUNTY) TO M-1 (LIGHT INDUSTRIAL DISTRICT; CITY OF DULUTH) LOCATED IN LAND LOT 205 OF THE 7TH DISTRICT, GWINNETT COUNTY CONSISTING OF TAX PARCEL R7205 001 ADDRESSED AS 2407 MAIN STREET (FORMERLY 2407 CHATTAHOOCHEE DRIVE), DULUTH, GEORGIA 30097. THE PROPERTY IS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT "B". THE ORDINANCE PROVIDES FOR SEVERABILITY, REPEALS CONFLICTING ORDINANCES, ESTABLISHES AN EFFECTIVE DATE, AND IS FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the applicant, City of Duluth has filed a complete application (Z2026-006) with the City of Duluth seeking a rezoning; and

WHEREAS, per Article 11 of the Duluth Unified Development Code, a rezoning must be approved by the Governing Body; and

WHEREAS, the City of Duluth Planning Commission held a public hearing at the meeting of June 1, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding the application. At the June 1, 2026, meeting, the Planning Commission recommended approval as is set forth in the minutes of said meeting; and

WHEREAS, the City Council held a public hearing at the meeting of July 13, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, the City Council of the City of Duluth hereby ordains that the City of Duluth Unified Development Code is hereby amended by changing the official zoning map adopted by that code as follows:

SECTION 1. FINDINGS.

Pursuant to Article 11 of the Duluth Unified Development Code, the City Council finds that it is appropriate to rezone the property, for the following reasons:

A. The rezoning is suitable given the use and development of the existing property.

B. The proposed rezoning is not anticipated to adversely affect the existing use or usability of adjoining or nearby properties.

C. The proposed rezoning is not anticipated to cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

D. The Future Land-Use and Development section and supporting Character Area Map of FORWARDuluth (also known as the Comprehensive Plan, 2045) has not yet identified this parcel within the Future Land Use Map (FLUM). The parcel is located on the western edge of the Sugarloaf Activity District.

SECTION 2. LEGAL DESCRIPTION.

The property that is subject to this ordinance consists of ±0.54 acres and is legally described on Exhibit "B", attached hereto. Said Exhibit is incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance or any Ordinance pertaining to the companion applications as identified above be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Duluth, Georgia.

SECTION 5. REPEALER.

All conflicting ordinances and conditions are hereby repealed and replaced with the conditions of approval set forth in this Ordinance O2026-32.

ATTACHMENTS:

Exhibit "A": Maps

Exhibit "B": Legal Description

Exhibit "C": Public Notice

{Signatures on the following page}

IT IS SO ORDAINED this 13th Day of July 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson-Cummings, Post 5

Those council members voting in opposition: _____

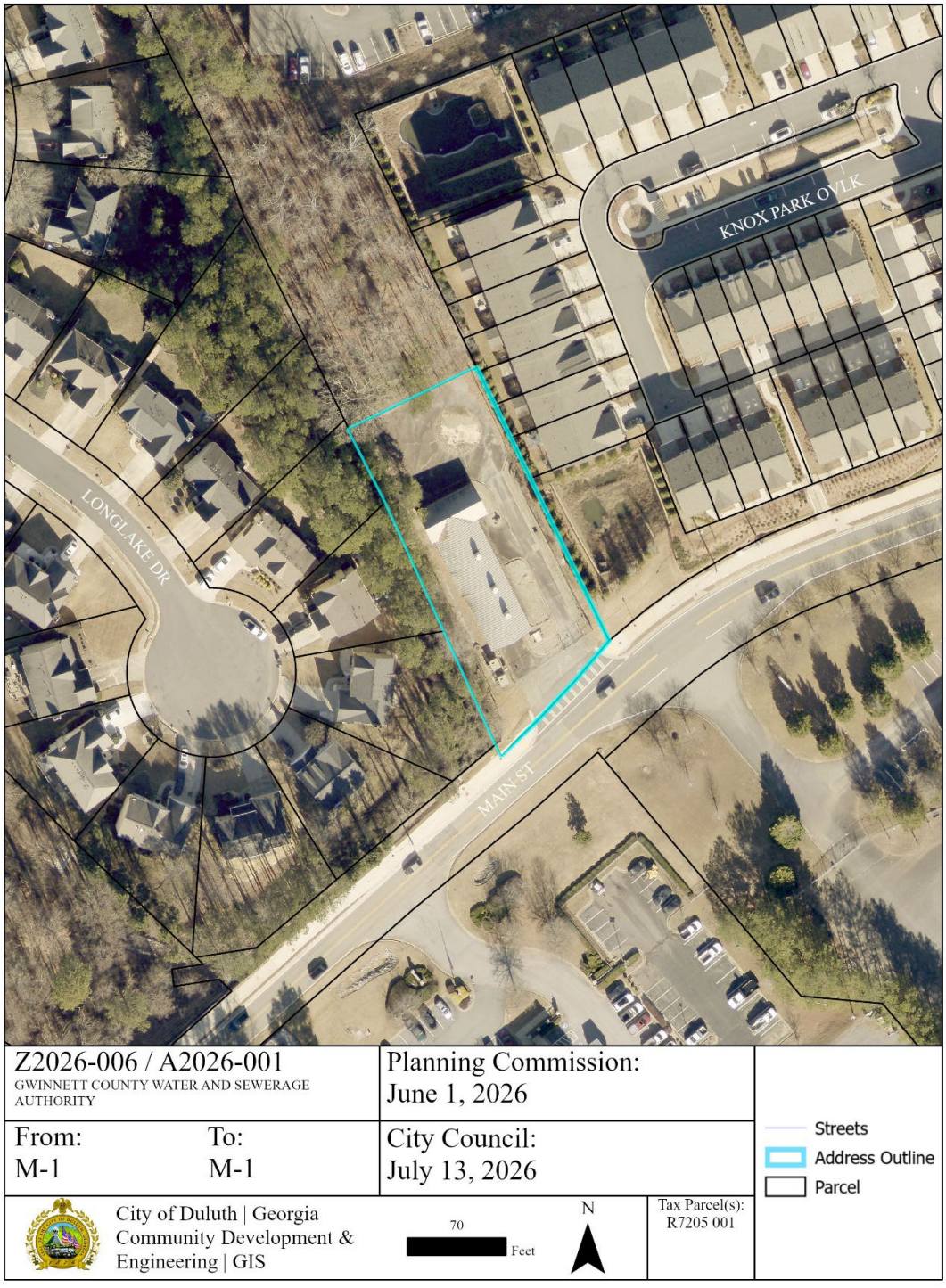
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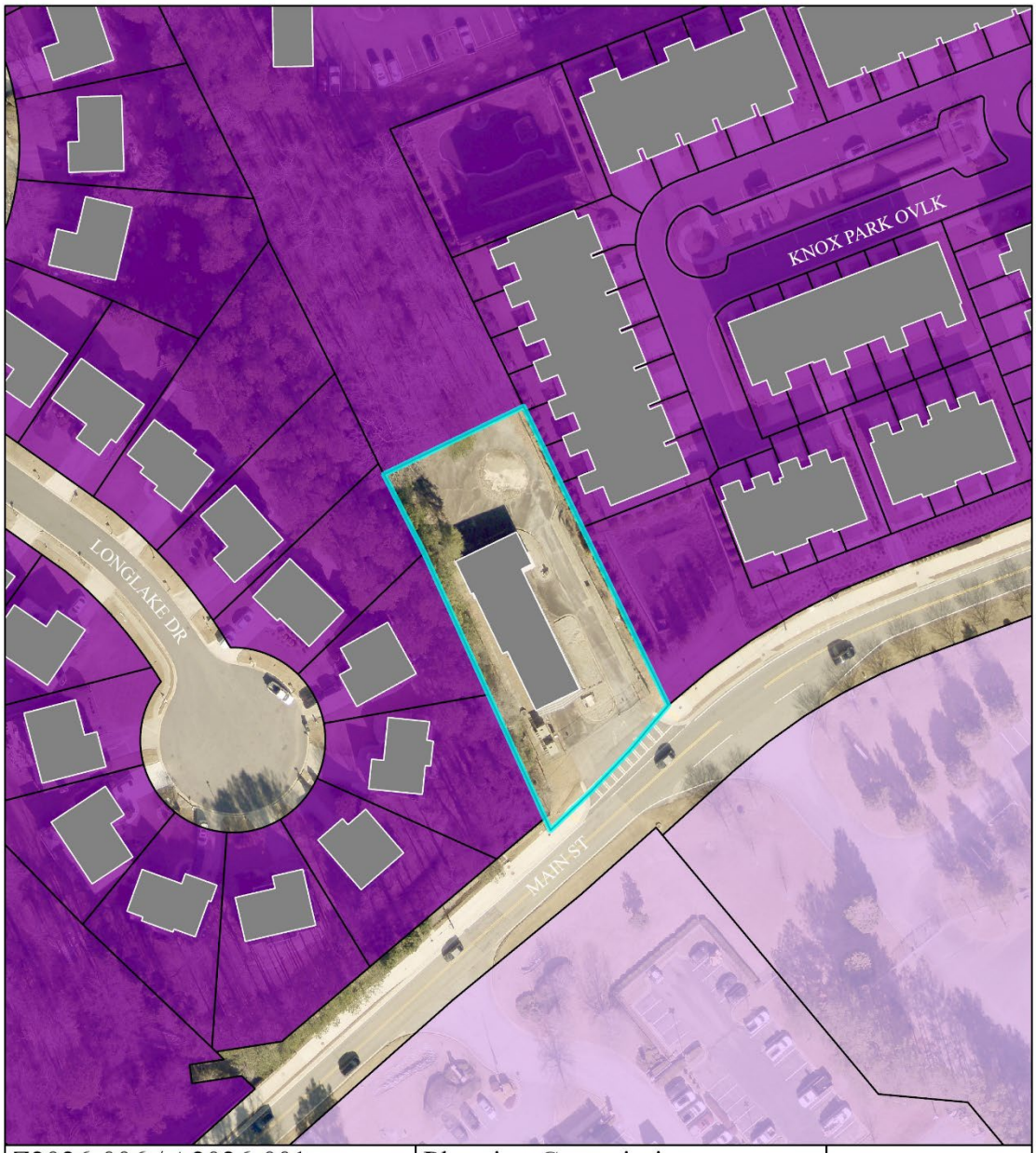
ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit "A"
Maps

Location Map

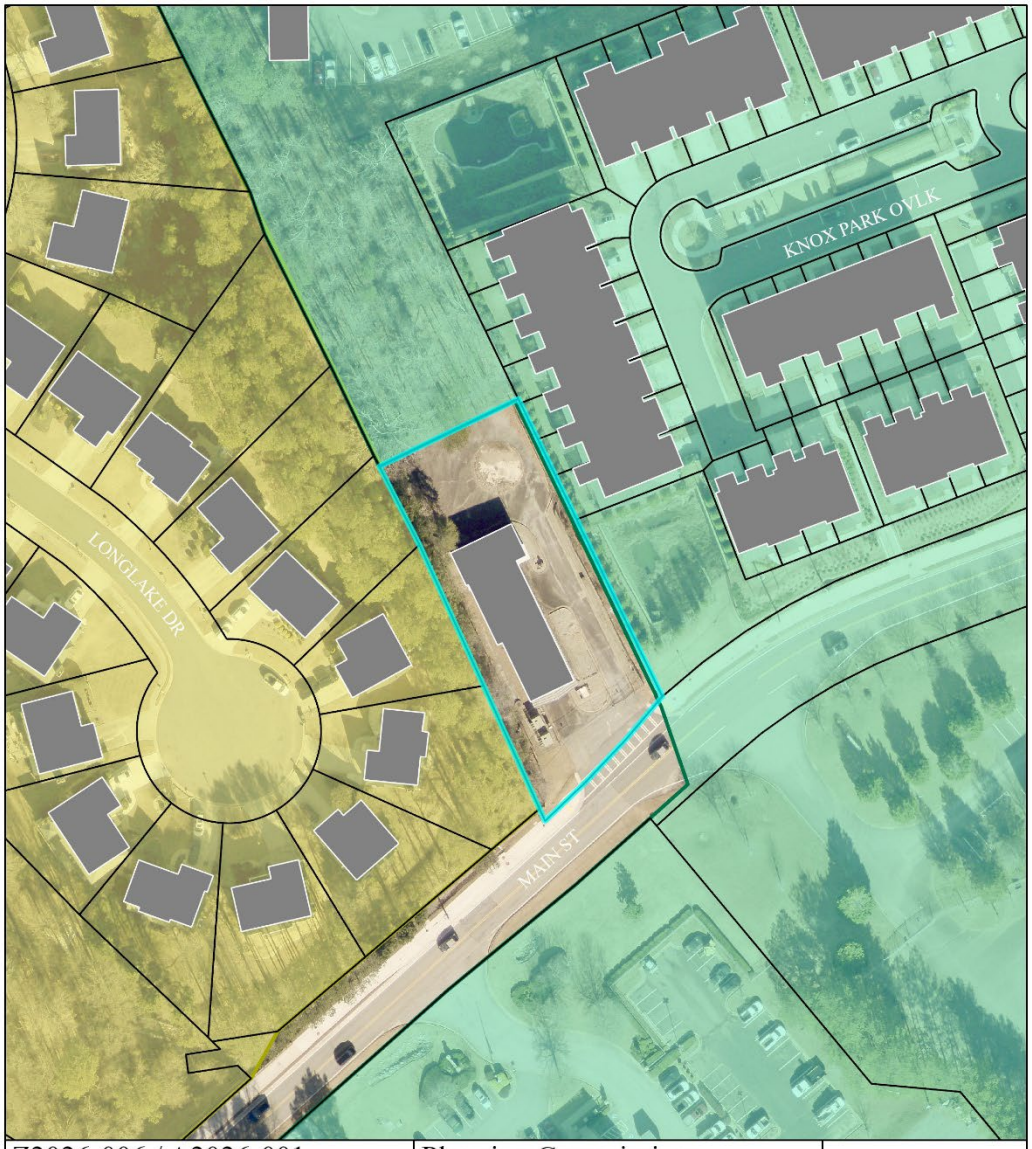


Zoning Map



Z2026-006 / A2026-001 GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY	Planning Commission: June 1, 2026	M-1 PUD
From: M-1 To: M-1	City Council: July 13, 2026	
City of Duluth | Georgia Community Development & Engineering | GIS	70 Feet N	Tax Parcel(s): R7205 001

Character Area Map



Z2026-006 / A2026-001 GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY	Planning Commission: June 1, 2026	
From: M-1	To: M-1	City Council: July 13, 2026
City of Duluth | Georgia Community Development & Engineering | GIS	70 Feet N	Tax Parcel(s): R7205 001

Established Neighborhoods
Sugarloaf Activity District

Exhibit "B"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 205, 7TH DISTRICT, CITY OF DULUTH, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (1/2" REBAR WITH A CAP STAMPED "ROCHESTER 000484") ON THE NORTH RIGHT OF WAY OF MAIN STREET (RIGHT OF WAY VARIES) WITH A GEORGIA WEST STATE PLANE COORDINATE OF NORTH 1461454.93, EAST 2309280.01 AND LYING 1,446 FEET FROM THE RIGHT OF WAY INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF PEACHTREE INDUSTRIAL BOULEVARD AND THE NORTHWESTERN RIGHT OF WAY OF MAIN STREET; THENCE ALONG THE NORTH RIGHT OF WAY OF MAIN STREET SOUTH 48°05'51" WEST, 104.18 FEET TO AN IRON PIN FOUND (1-1/2" ROD); THENCE LEAVING THE NORTH RIGHT OF WAY OF MAIN STREET AND ALONG LOTS 61 THROUGH 63 OF LAKE VILLAS AT RIVERBROOKE, PHASE TWO NORTH 25°51 '04" WEST, 248.05 FEET TO AN IRON PIN FOUND (1/2" REBAR WITH A CAP STAMPED "COA 613"); THENCE ALONG THE PROPERTY NOW OR FORMERLY CPI/BLAZE ANNABELLE ON MAIN OWNER, LLC NORTH 64 °33'1 O" EAST, 100.00 FEET TO A POINT; THENCE ALONG LOTS 22 THROUGH 25 AND DETENTION POND 2 OF GREYSOLON SOUTH 25°52'58" EAST, 218.54 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.536 ACRES OR 23,344 SQUARE FEET.

Exhibit "C"

Public Notice - Public Notice Printed in Gwinnett Daily Post 05/18/2026

GDP8489
gpn16

CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Duluth Mayor and Council to consider a request from City of Duluth to annex approximately 0.5 acres of property in Land Lot 205, 7th District, Gwinnett County, located at 2407 Chattahoochee Drive consisting of tax parcel 7205 001. The public is invited to attend this hearing before Mayor and Council on the proposed annexation. The meeting date, place and time regarding this matter are as follows:

WHEN:

July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed annexation, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning
3167 Main Street
Duluth, GA 30096
OR
Email:
drobinson@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.

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In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

6:28,2026


CITY OF DULUTH
PUBLIC NOTICE
A2026-001
REQUEST TO
PARCEL:
ADDRESS:
CURRENT ZONING:
PROPOSED ZONING:
DATE: @6 p.m.
DATE: @6 p.m.
All interested members of the public are invited to attend the hearings at:
CITY HALL COUNCIL CHAMBERS
3167 MAIN STREET, DULUTH, GA 30096
770.476.1790
on the dates and times provided above.
Duluth

ORDINANCE OF REZONING
O2026-29
CITY OF DULUTH

AN ORDINANCE GRANTING SPECIAL USE APPROVAL TO ALLOW FOR THE OPERATION OF A PUBLIC CHARTER/LANGUAGE SCHOOL IN M-1 (LIGHT INDUSTRIAL DISTRICT) ON A ±5.29 ACRE PROPERTY IN LAND LOT 325 OF THE 6TH DISTRICT, GWINNETT COUNTY CONSISTING OF TAX PARCEL R6325-026 ADDRESSED AS 4400 RIVER GREEN PARKWAY, DULUTH, GEORGIA 30096. THE PROPERTY IS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT "B". THE ORDINANCE PROVIDES FOR FINDINGS, ESTABLISHES CONDITIONS OF APPROVAL AS SHOWN ON ATTACHED EXHIBIT "C", PROVIDES FOR SEVERABILITY, REPEALS CONFLICTING ORDINANCES, ESTABLISHES AN EFFECTIVE DATE, AND IS FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the applicant, Yi Hwang Academy, Inc. c/o Andersen, Tate and Carr ATTN: Melody A. Glouton has filed a complete application (SU2026-002) with the City of Duluth seeking Special Use approval to allow for the operation of a public charter/language school in M-1 (Light Industrial District); and

WHEREAS, per Article 11 of the Duluth Unified Development Code, a Special Use must be approved by the Governing Body; and

WHEREAS, the City of Duluth Planning Commission held a public hearing at the meeting of June 1, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding the application. At the June 1, 2026 meeting, the Planning Commission recommended approval with conditions as set forth in the minutes of said meeting; and

WHEREAS, the City Council held a public hearing at the meeting of July 13, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, the City Council of the City of Duluth hereby ordains that the City of Duluth Unified Development Code is hereby amended by changing the official zoning map adopted by that code as follows:

SECTION 1. FINDINGS.

Pursuant to Article 11 of the Duluth Unified Development Code, the City Council finds that it is appropriate to grant special use approval to the property, for the following reasons:

A. The special use is suitable given the use and development of adjacent and nearby properties.

B. The proposed special use is not anticipated to adversely affect the existing use or usability of adjoining or nearby properties.

C. The proposed special use is not anticipated to cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

D. The Future Land-Use and Development section and supporting Character Area Map of FORWARDuluth (also known as the Comprehensive Plan, 2045) identifies the Character Area of this property as the River Green Employment District. Special Use approval to allow for a charter/language school on this particular M-1 (Light Industrial District) lot is consistent with other land uses adjacent and in close proximity to this one.

SECTION 2. LEGAL DESCRIPTION.

The property that is subject to this ordinance consists of ±5.29 acres and is legally described on Exhibit "B", attached hereto. Said Exhibit is incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance or any Ordinance pertaining to the companion applications as identified above be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Duluth, Georgia.

SECTION 5. REPEALER.

All conflicting ordinances and conditions are hereby repealed and replaced with the conditions of approval set forth in this Ordinance O2026-29.

ATTACHMENTS:

Exhibit "A": Maps

Exhibit "B": Legal Description

Exhibit "C": Conditions of Approval

Exhibit "D": Applicant's Letter of Intent including the Response to the Standards Governing Special Use Consideration and Justification for Special Use Permit

Exhibit "E": Proposed Circulation Plan

Exhibit "F": Public Hearing Advertisement/Public Notice

{Signatures on the following page}

IT IS SO ORDAINED this 13th day of July 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson-Cummings, Post 5

Those council members voting in opposition: _____

_____

_____

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit "A"
Maps

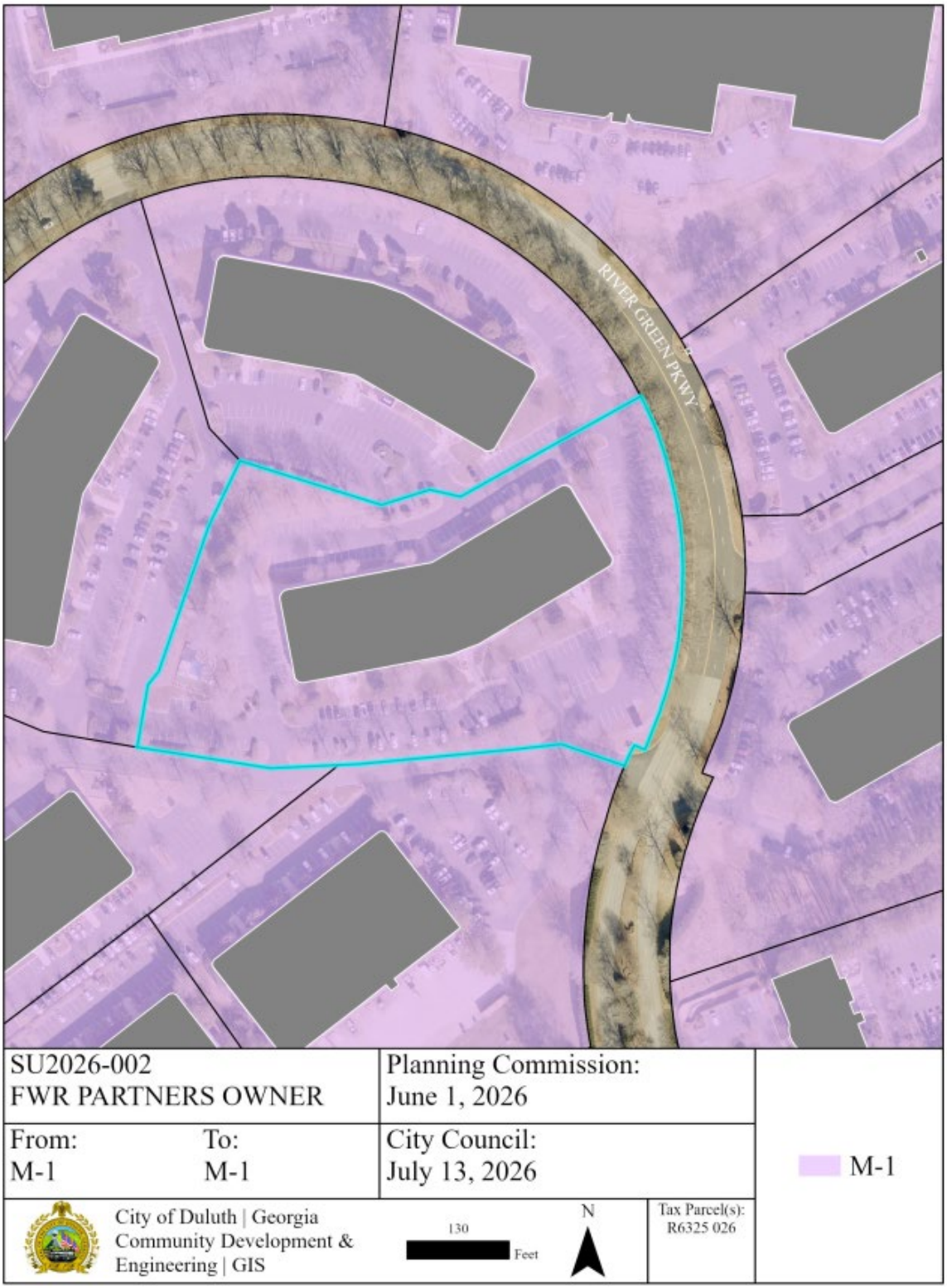
Location Map



SU2026-002 FWR PARTNERS OWNER		Planning Commission: June 1, 2026
From: M-1	To: M-1	City Council: July 13, 2026
City of Duluth | Georgia Community Development & Engineering | GIS	130 Feet N	Tax Parcel(s): R6325 026

Streets
Address Outline
Parcel

Zoning Map


RIVER GREEN PKWY
SU2026-002
FWR PARTNERS OWNER
Planning Commission:
June 1, 2026
From:
M-1
To:
M-1
City Council:
July 13, 2026
M-1
City of Duluth | Georgia
Community Development &
Engineering | GIS
130
Feet
N
Tax Parcel(s):
R6325 026

Character Area Map



Exhibit "B"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 325 OF THE 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF-WAY LINE OF RIVER GREEN PARKWAY (HAVING AN 80 FOOT RIGHT-OF-WAY WIDTH AT THIS POINT) AND THE WESTERLY RIGHT-OF-WAY OF CORPORATE WAY (HAVING A 60 FOOT RIGHT-OF-WAY WIDTH); THENCE RUNNING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVER GREEN PARKWAY THE FOLLOWING CALLS: WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 28.00 FEET TO A POINT (THE SAID ARC HAVING A RADIUS OF 1060.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 81 DEGREES 57 MINUTES 45 SECONDS WEST AND A CHORD DISTANCE OF 28.00 FEET); THENCE SOUTH 07 DEGREES 16 MINUTES 51 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT (SAID RIGHT-OF-WAY BEING 110 FEET AT THIS POINT), THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 784.31 FEET TO A POINT (THE SAID ARC HAVING A RADIUS OF 605.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 45 DEGREES 34 MINUTES 54 SECONDS WEST, AND A CHORD DISTANCE OF 730.53 FEET); THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 1155.22 FEET TO A POINT (THE SAID ARC HAVING A RADIUS OF 605.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 28 DEGREES 01 MINUTES 04 SECONDS WEST AND CHORD DISTANCE OF 987.55 FEET), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED AND DEPARTING SAID RIGHT-OF-WAY LINE AND RUNNING THROUGH PROPERTY NOW OR FORMERLY BELONGING TO SOUTHEAST DEVELOPMENT GROUP, INC., THE FOLLOWING CALLS: NORTH 71 DEGREES 06 MINUTES 16 SECONDS WEST A DISTANCE OF 68.87 FEET TO A POINT; THENCE SOUTH 83 DEGREES 44 MINUTES 50 SECONDS WEST A DISTANCE OF 66.61 FEET TO A POINT; SOUTH 84 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 192.12 FEET TO A POINT; THENCE SOUTH 87 DEGREES 18 MINUTES 53 SECONDS WEST A DISTANCE OF 114.14 FEET TO A POINT; THENCE NORTH 80 DEGREES 31 MINUTES 13 SECONDS WEST A DISTANCE OF 171.09 FEET TO A POINT; THENCE NORTH 09 DEGREES 43 MINUTES 15 SECONDS EAST A DISTANCE OF 80.76 FEET TO A POINT; THENCE NORTH 38 DEGREES 48 MINUTES 43 SECONDS EAST A DISTANCE OF 21.96 FEET TO A POINT; THENCE NORTH 19 DEGREES 03 MINUTES 21 SECONDS EAST A DISTANCE OF 197.39 FEET TO A POINT; THENCE NORTH 25 DEGREES 30 MINUTES 24 SECONDS EAST A DISTANCE OF 91.26 FEET TO A POINT, THENCE SOUTH 72 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 189.25 FEET TO A POINT; THENCE NORTH 72 DEGREES 38 MINUTES 09 SECONDS EAST A DISTANCE OF 64.84 FEET TO A POINT; THENCE SOUTH 77 DEGREES 17 MINUTES 33 SECONDS EAST A DISTANCE OF 40.15 FEET TO A POINT; THENCE

NORTH 60 DEGREES 51 MINUTES 48 SECONDS EAST A DISTANCE OF 263.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVER GREEN PARKWAY (HAVING AN 80 FOOT RIGHT-OF-WAY WIDTH AT THIS POINT); THENCE RUNNING ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS: SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 474.69 FEET TO A POINT (THE SAID ARC HAVING A RADIUS OF 510.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A CHORD BEARING OF SOUTH 01 DEGREES 52 MINUTES 57 SECONDS WEST AND A CHORD DISTANCE OF 457.74 FEET); THENCE NORTH 61 DEGREES 27 MINUTES 17 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 19.67 FEET TO THE TRUE POINT OF BEGINNING (THE SAID ARC HAVING A RADIUS OF 605.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A CHORD BEARING OF SOUTH 27 DEGREES 36 MINUTES 56 SECONDS WEST AND A CHORD DISTANCE OF 19.67 FEET), BEING THE PROPERTY DEPICTED ON A BOUNDARY SURVEY PREPARED FOR NATIONAL BUILD TO SUIT CHATTAHOOCHEE #4, NATIONSBANK, N.A., AND CHICAGO TITLE INSURANCE COMPANY BY BILLY RAY CHEEK, GEORGIA REGISTERED LAND SURVEYOR NO. 1615 OF HAYES, JAMES & ASSOCIATES, DATED OCTOBER 24, 1996, LAST REVISED MAY 20, 1998 BEING PROPOSED LOT K, AND CONTAINING 5.293 ACRES ACCORDING TO THE AFORESAID PLAT.

Exhibit "C"

Conditions of Approval

General

1. The Special Use (SU2026-002) is hereby approved for Yi Hwang Academy, Inc., and their successors, for the operation of a middle school in M-1 (Light Industrial District) zoning. Notwithstanding, all Special Use applications shall be for firm proposals only; therefore, an Occupational Tax Certificate shall be obtained within 90 days of the approval of the Special Use.

   Once established:
   A. If the use changes, the Special Use is hereby terminated.
   B. If the use is discontinued or abandoned for a period of ninety (90) days, regardless of the intent of the owner or occupier to resume the use, the Special Use is hereby terminated.
   C. If the use is extended in any way, either on the same or adjoining property, the Special Use is terminated.

2. Any renovations to the interior and/or exterior of the building require review and approval by the City of Duluth prior to obtaining a Certificate of Occupancy.

3. Annual student enrollment must be submitted to the Director of Community Development and Engineering at the beginning of each academic year.

4. Any refuse collection area9s) and/or dumpsters shall be enclosed per Section 306.07 of the City of Duluth's Unified Development Code.

5. The applicant shall submit a drop-off/pick-up circulation plan. Drop-off/pick-up lines shall not result in queuing or vehicular stacking in the right-of-way, on public streets or on any adjacent property. An updated circulation plan showing vehicular stacking contained wholly on site and out of River Green Pkwy shall be submitted to the City of Duluth's Director of Community Development and Engineering prior to obtaining a Certificate of Occupancy.

6. The school shall not create overflow parking that results in parents, visitors, or staff parking in the right-of-way, on public streets or on any adjacent property without a shared parking agreement with the adjacent property owner.

7. The property shall be maintained in a state of good repair at all times, free from any violations of the Property Maintenance Code; Unified Development Code; License and Business Regulations; Nuisance Codes, and any other codes adopted by the City of Duluth. Failure to maintain the property at or above the minimum standards adopted in the City of Duluth codes and ordinance shall be cause for possible legal action by the City.

8. The privilege of a Special Use is subject to all conditions that have been attached to it. It is within the City's rights to take legal action if it is proven that the conditions of the Special Use have been violated.

Exhibit "D"
Applicant's Letter of Intent including the Response to the Standards Governing Special Use Consideratoin and Justification for Special Use Permit

Exhibit "E"
Public Notice - Public Notice Printed in Gwinnett Daily Post 11/23/2025

ANDERSEN | TATE | CARR

LETTER OF INTENT AND JUSTIFICATION FOR SPECIAL USE PERMIT

City of Duluth, Gwinnett County, Georgia

Applicant:
Yi Hwang Academy, Inc.
(d/b/a Yi Hwang Academy of Language Excellence)
4400 River Green Parkway, Suite 100
Duluth, Georgia 30096

Property:
Tax Parcel ID R6325 026
±5.29 Acres of Land
Located at 4400 River Green Parkway, Duluth, Georgia 30096

Submitted for Applicant by:
Melody A. Glouton, Esq.
ANDERSEN TATE & CARR, P.C.
One Sugarloaf Centre
1960 Satellite Blvd.
Suite 4000
Duluth, Georgia 30097
770.822.0900
mglouton@atclawfirm.com

I. INTRODUCTION AND PROPOSED USE

This Application for Special Use Permit is submitted for a 5.29-acre parcel of land located in the City of Duluth, Georgia, identified as Parcel R6325 026 (hereinafter the "Property"). The purpose of the Special Use Permit is to allow for the operation of a Public Charter School for the property located at 4400 River Green Parkway, Duluth. Georgia. The Property is currently zoned M-1 (Light Industrial District).

The Applicant, Yi Hwang Academy, Inc., is known as the Yi Hwang Academy of Language Excellence ("YHALE"). YHALE was approved as a public charter school by the State Charter Schools Commission of Georgia in July 2018. The process that charter schools must comply with to receive facility site approval from the Georgia Department of Education is rigorous.[1] YHALE is a dual language Immersion public charter elementary and middle school with a 50/50 Model so that 50% of each school day is taught in English and the other 50% is taught in Korean or Mandarin. The school currently serves students in kindergarten through seventh grade, and anticipates the addition of eights grade next year. The elementary school is located at the building adjacent to the Property and was approved to operate as a public charter school by the Mayor and Council of the City of Duluth in 2023 (See, SU2023-001). The mission of YHALE is to produce students who are fluent in both English and their target language of either Korean or Mandarin Chinese, and thrive socially, emotionally and intellectually. The YHALE curriculum is an Integrated Curriculum Model known as ICM which was originally developed for gifted student classrooms. ICM was chosen for YHALE because ICM works very well with differentiated instruction which is a type of instruction most often used in dual language immersion classrooms. The Applicant is specifically seeking a Special Use Permit in order to operate a public charter school for middle school aged children in grades 5th through 8th, with school hours Monday – Friday from 8:30 am to 3:30 pm.

This document is submitted as the Letter of Intent, a description of the proposal, and response to the standards identified in the "Zoning Ordinance of the City of Duluth, Georgia" (the "Ordinance"), including other materials required by the Ordinance.

II. CITY OF DULTH ZONING ORDINANCE AND COMPREHENISVE PLAN

The property is zoned M-1 (Light Industrial District), under the current Zoning Ordinance of the City of Duluth, Georgia. According to Section 204.17 of the Unified Development Code ("UDC"), the M-1 District was "established to provide for light industrial uses such as assembling, wholesaling, warehousing and commercial services in areas that are located on or have ready access to a major thoroughfare, but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors, or radiation and that do not create fire or explosion hazards or other objectionable

[1] Letter from Vice President of New School Development, Georgia Charter Schools Association, dated November 4, 2022, attached hereto as Exhibit "A."

conditions." However, the Applicant is operating a public school as identified in the state public school system. YHALE is not a private, religious, or for-profit educational institution.[2]

The Property is located in the "River Green Employment District" Character Area. Pursuant to the City of Duluth 2040 Comprehensive Plan, FORWARDuluth, this district is identified as the City's major employment district. The Plan specifically states that "the business park is filled with large office warehouse buildings. With the recent construction of a 155,000 square foot office warehouse located near the entrance to Scott Hudgens Park, the business park is essentially built out. It is not anticipated that there will be much new development or redevelopment within the business park."

As further identified in FORWARDuluth, students of Duluth are served by private and charter schools in addition to Gwinnett County Public Schools. Currently, YHALE, Notre Dame Academy, and New Life Academy of Excellence all provide opportunities to children in Duluth. While FORWARDuluth indicates that institutional and public assembly uses were only allowed in this area as a result of the previous economic downturn, these uses are now compatible with the character of the district and have successfully existed for many years. The Property is further identified below from Duluth CityView:



The City of Duluth UDC also provides that private schools (kindergarten, elementary, secondary, junior college and universities), as well as language schools, are allowed in the district if approved as a special use.

[2] Letter from General Counsel, State Charter Schools Commission of Georgia, dated May 20, 2022, attached hereto as Exhibit "B."

III. YHALE – PROPOSED TRAFFIC CIRCULATION

The current academic hours for YHALE are 8:30 a.m. to 3:30 p.m. The Applicant submits the middle school hours will be consistent with the elementary school. These specific hours do not coincide with either of the other two schools in the River Green Employment District. The other schools begin at either 8:00 a.m. or 8:10 a.m. and end between 2:30 p.m. and 3:10 p.m. The Notre Dame Academy High School also dismisses at 3:30 p.m. but there has been no conflict with this because they have a small high school enrollment and the current YHALE pick up route runs primarily on the north side of the horseshoe. As for the traffic flow, the Applicant will instruct parents to enter the Industrial Park at the north access point off Peachtree Industrial Blvd and travel along the horseshoe to their designated access drive and follow the circulation plan.[3] The anticipated traffic flow is designed to prevent any school traffic from interfering with existing businesses or truck access routes.

In addition to the proposed traffic flow, the afternoon traffic for pick up is mitigated by YHALE's enrichment and afterschool programs. For example, the chess club meets and practices on Fridays from 3:30 p.m. to 4:30 p.m. Approximately 25% to 30% of the student body participates in the chess club. In addition, approximately 7% to 10% of the student body are enrolled in the aftercare program and those students are picked up anytime between 4:30 p.m. and 6:00 p.m. At their current location, YHALE has coordinated with the property owner/landlord and surrounding businesses to have the least impact on existing businesses. The Applicant anticipates the same coordination effort at the proposed location. In terms of on-site parking required for the operation of the school, YHALE currently employs 69 staff/employees. There is ample parking designated for employees at the current location and the proposed location. During the normal course of business, the school anticipates no more than 20 additional parking spaces to be utilized for the occasional guest(s), parents, or volunteers.

IV. SITE IMPACT ANALYSIS

The Applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power. The Applicant submits its written analysis which shows that the Special Use Permit satisfies the responses to evaluation criteria as follows:

1. Whether the special use permit will permit a use that is suitable in view of the use and development of adjacent and nearby property.

   Response: The proposed use of a public charter school is consistent with the existing uses that are adjacent and nearby in the River Green development. The River Green development is well balanced with high-end office uses, a

[3] A proposed traffic circulation plan is attached hereto as Exhibit "C." The proposed circulation is illustrated as follows:

Blue: Kindergarten through 2nd
Red: 3rd through 5th
Green: 6th through 8th

number of educational uses, including the expansion of the Notre Dame Academy, as well as the Life Church International in the same River Green Industrial Park. There is also a daycare and a large recreational complex in close proximity to the Property.

2. Whether the special use permit will adversely affect the existing use or usability of adjacent or nearby property.

   Response: No. There will not be any adverse effect created by the use of a public charter school at the Property. The use is consistent with the existing uses on the adjacent and nearby properties. The Property and the River Green development are well suited for the proposed use without creating any adverse impacts. Moreover, the current hours of operation will complement other uses of adjacent and nearby properties.

3. Whether the Property to be affected by a proposed special use has a reasonable economic use as currently zoned?

   Response: The Applicant submits that due to the size, location, layout, and natural features of the Subject Property, it does not have reasonable economic use as currently zoned. By way of further response, the Applicant submits that allowing the use as a public charter school would be a compatible use with surrounding properties.

4. Whether the special use permit will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

   Response: No. The Property is located in the River Green Employment District Character Area. The entire development is well served with a landscape parkway and the connectivity between the office, institutional, educational, recreational and residential uses. The proposed use of a public charter school is entirely consistent with other uses. The proposed use will not cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. Whether the special use permit is consistent with the Land Use Policy Plan, Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Duluth.

   Response: Yes. The Subject Property is located in the River Green Employment District Character Area which promotes a variety of residential, community, religious, educational and recreational uses throughout the entire development. To be clear, there are existing schools located within the River Green District, which the City has granted indefinite permits to so long as they occupy the premises. As such, the City's zoning patterns and FORWARDuluth support the Applicant's request for a special use permit.

6. Whether there are other existing or changing conditions affecting the use and development of property that give supporting grounds for either approval or disapproval of the special use permit.

Response: The Applicant submits that it was awarded a charter petition in July 2018 by the State Charter Schools Commission of Georgia, which was later affirmed by the State Board of Education. The Applicant operates as a public school under the State of Georgia public school system. The Applicant refers the City to O.C.G.A. § 20-2-2090 for funding guidelines. The Applicant respectfully seeks approval to operate the public charter school at the Property to provide educational opportunities to the residents of the City of Duluth.

V. JUSTIFICATION FOR SPECIAL USE PERMIT

The Applicant respectfully submits that the "Zoning Ordinance of the City of Duluth, Georgia" (the "Ordinance"), as amended from time to time, to the extent that it classifies the Property in any zoning district that would preclude the use of a public charter school with a special use permit, or any other permit or application, allowed by Ordinance is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Any existing inconsistent zoning of the Property pursuant to the Ordinance deprives the Applicant and Property owner of any alternative reasonable use and development of the Property. Additionally, all other zoning classifications, including ones intervening between the existing classification and that requested herein, would deprive the Applicant and Property owner of any reasonable use and development of the Property. Further, any attempt by the Mayor and Council of the City of Duluth to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, Applicant submits that the current zoning classification and any other zoning of the Property save for what has been requested as established in the Ordinance constitute an arbitrary and unreasonable use of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant and Property owner. All inconsistent zoning classifications between the existing zoning and the zoning requested hereunder would constitute and arbitrary and unreasonable use of the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality, or general welfare of the public and would substantially harm the Applicant and Property owner. Further, the existing inconsistent zoning classification constitutes, and all zoning and plan classifications intervening between the existing inconsistent zoning classification and that required to develop this Project would constitute, a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested Special Use Permit would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the Mayor and Council of the City of Duluth cannot lawfully impose more restrictive standards upon the use or development of the Property than presently exist, as to do so not only would constitute a taking o the Property as set forth above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application meets favorably with the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. See Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322 (1977).

VI. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this Application for a Special Use Permit be approved. The Applicant welcomes the opportunity to meet with the City of Duluth Planning Department staff to answer any questions or to address any concerns relating to this Letter of Intent or supporting materials.

Respectfully submitted this 9th day of April, 2026.

ANDERSEN, TATE & CARR, P.C.
Melody A. Glouton
Melody A. Glouton, Esq.

Enclosures
MAG/dwb

4902-0704-5790, v. 1

Exhibit "E"

Proposed Circulation Plan



Exhibit "F"
Public Notice
Public Notice Printed in Gwinnett Daily Post 6/23/2026

GDP8523
gpn16
CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a special use request from Yi Hwang Academy, Inc., on approximately 5.29 acres of property in Land Lot 325, 6th District, Gwinnett County, located at 4400 River Green Parkway, consisting of tax parcels 6325-026, case number SU2026-002. The special use request is to allow for a Public Charter School in the M-1 (Light Industrial District). The public is invited to attend this hearing before the Mayor and Council on the proposed special use. The meeting date, place and time regarding this matter are as follows:

WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed special use, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
****
****
****

In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.
6:28,2026


CITY OF DULUTH
PUBLIC NOTICE
SU2026-002
REQUEST TO
PARCEL:
ADDRESS:
CURRENT ZONING:
M-1
PROPOSED ZONING:
M-1
DATE:
@6 p.m.
DATE:
@6 p.m.
All interested members of the public are invited to attend the hearings at:
CITY HALL COUNCIL CHAMBERS
3167 MAIN STREET, DULUTH, GA 30096
770.476.1790
on the dates and times provided above.
Duluth

CITY OF DULUTH
MAYOR & COUNCIL
Staff Report
July 13, 2026

CASE NUMBER:	SU2026-002
LOCATION:	4400 River Green Parkway
PARCEL(S):	R6325 026
CURRENT ZONING:	M-1 (Light Industrial District)
PROPOSED ZONING:	M-1 (Light Industrial District) with Special Use
ACREAGE:	+/- 5.29 acres
REQUEST:	Approval of Special Use to allow for the operation of a public charter/language school in M-1 (Light Industrial District) zoning.
OWNER/APPLICANT:	*Owner:* FWR Partners Owner LLC 275 Commerce Drive S-300 Fort Washington, PA 19034 *Applicant:* Yi Hwang Academy, Inc. DBA: Yi Hwang Academy of Language Excellence c/o Andersen, Tate and Carr ATTN: Melody A. Glouton 1960 Satellite Blvd S-4000 Duluth, GA 30097

Staff Recommendation:	**Approval**
Planning Commission Recommendation:	**Approval**

I. PURPOSE AND DESCRIPTION OF THE REQUEST

The purpose of this Special Use request (SU2026-002) is to allow for the operation of a dual language immersion public charter middle school in the M-1 (Light Industrial District).

Maps detailing the location, zoning district and character area of the subject property are attached hereto as Exhibit "A". The legal description of the subject property is attached hereto as Exhibit "B". Recommended conditions of approval are detailed in Exhibit "C". Applicant's Response to the Standards Governing Special Use Consideration can be found in Exhibit "D", The proposed circulation plan can be found in Exhibit "E", and Public Notice can be found in Exhibit "F".

II. EXISTING CONDITIONS

The subject property totals +/- 5.29 acres and is located within the +/- 290 acres River Green Industrial Park that has construction services, engineering services, manufacturing and production facilities, laboratory testing facilities, offices and institutional uses. In addition, there is a Gwinnett County Charter School, Notre Dame Academy (a private Catholic school) an event facility and a youth behavioral center for pre-school aged kids living with Autism, a consulate and Scott Hudgens Park. In total, there are currently 10 (ten) conditional or special uses within River Green Business Park.

The subject property is currently zoned M-1 (Light Industrial District) and is surrounded by M-1 (Light Industrial District) properties.

III. REVIEW OF THE REQUEST

1. Literal Interpretation of the Unified Development Code (UDC)

A. Table 2-C of the UDC allows schools of this type by way of special use.

B. Section 1101.02 of the UDC states if a proposed use is not allowed by right under the existing zoning on a property, a request for an amendment to the Official Zoning Map (often called a "rezoning") must be approved prior to development, construction, or occupancy.

C. Section 1105 of the UDC establishes the Special Use Considerations.

The Special Use is designed to apply under any one of the following circumstances:

1. A Special Use listed under the zoning district is desired for development and a more intensive zoning district containing that use, as a use by right would not be appropriate for the property; or

2. A Special Use listed under the zoning district is desired for development and no zoning district contains that use as a use by right; or

3. A unique use not addressed in any zoning district is desired for development and is not likely to be duplicated within the City of Duluth; or

4. The density of development may be affected by the height of a building; or

5. The neighboring properties may be affected by the height of any structure; or

6. The Special Use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood and would not be in conflict with the overall objective of the Comprehensive Plan.

In order to accommodate these particular uses, Special Use approval allows the City Council to approve such a use on a particular parcel without changing the general zoning district. Such approval shall be subject to the requirements set forth below and any additional conditions deemed necessary to ensure the compatibility of the Special Use with the surrounding properties. All Special Use applications shall be for firm development proposals only. The Special Use shall not be used for securing early zoning for conceptual proposals that may not be undertaken for some time. A Special Use application shall be considered only if the application is made by the owner of the property or by his/her authorized agent. The minimum requirements for a Special Use approval are:

1. Any uses allowed under Special Use approval shall also conform to the requirements of this Development Code for all uses as found in the zoning district.

2. The application and review process for a Special Use shall be the same as for the zoning district under which the Special Use is found. In addition to the information and/or site plans which are required to be submitted for the proposed development, additional information deemed necessary by the Director in order to evaluate a proposed use and its relationship to the surrounding area shall be submitted. In the review process, particular emphasis shall be given to the evaluation of the characteristics of the proposed use in relationship to its immediate neighborhood and the compatibility of the proposed use with its neighborhood.

3. In the approval process for a Special Use approval application, the City Council shall consider the policies and objectives of the Comprehensive Plan, particularly in relationship to the proposed site and surrounding area and shall consider the potential adverse impacts on the surrounding area, especially in regards but not limited to traffic, storm drainage, land values and compatibility of land use activities.

4. If an application is approved and a Special Use approval is granted, all conditions that may have been attached to the approval are binding to the property. All subsequent development and use of the property shall be in accordance with the approved plan and conditions.

5. Changes to a Special Use or development of a site for the Special Use, shall be treated as an amendment to the Special Use Permit and shall be subject to the same application and review process as a new application.

6. An application for Special Use approval in a residential district and which use is proposed to operate in a dwelling or as an accessory use to a dwelling is subject to the following additional requirements:

    a. The Special Use shall operate within the dwelling on the property or, if approved by the City Council, in an accessory structure.

b. The exterior character of the dwelling shall be preserved in its residential state and there shall be no outside evidence of the operation of a Special Use to the neighborhood, except for any accessory structure approved by the City Council.

7. The owner of the property approved for a Special Use may voluntarily request termination of the Special Use by notifying the Director in writing. The Director shall notify the City Council through the Planning Commission of the voluntary termination. The approval of a Special Use for a specific use which may be operated by a lessee under a private agreement with a lessor in any non-residential district shall not obligate the City Council to be responsible for or be required to resolve any disputes which may arise out of the voluntary termination of the Special Use by the property owner.

8. The Community Development and Engineering Department shall have the right to periodically examine the operation of the specific use to determine compliance with the requirements and any conditions. If the Director determines that the requirements and conditions are being violated, a written notice shall be issued to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten days to come into compliance. If after ten days the violations continue to exist, the Director shall forward a report to the City Council through the Planning Commission who may recommend that action be taken to remove the Special Use from the property.

9. Upon approval by the City Council, a Special Use shall be identified on the official zoning maps.

10. Upon approval by the City Council of a Special Use, the owner of the property shall be issued a notice from the Director that states the specific use permitted, the requirements of this Section and any conditions attached to the approval.

11. The Community Development and Engineering Department shall not issue a Certificate of Occupancy for the specific use unless all requirements and conditions of the Special Use approval have been fulfilled by the owner of the property.

2. Standards Governing the Exercise of Zoning Power

Section 1104.02 of the UDC establishes the standards governing the exercise of zoning power. The following standards are relevant in balancing the interest and promoting the public health, safety, morality, and general welfare against the right to the unrestricted use of property:

A. How the proposed Special Use will permit a use that is suitable in view of the use and development of adjacent and nearby property.

B. How the proposed Special Use will adversely affect the existing use or usability of adjacent or nearby property.

C. Whether the property to be affected by a proposed Special Use has a reasonable

economic use as currently zoned.

D. Whether the proposed Special Use will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

E. Whether the proposed Special Use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans adopted for guiding development within the City of Duluth.

F. Whether there are other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the Special Use.

The Applicant has provided written responses to the above Special Use standards as part of the application. That document is attached hereto as Exhibit "D".

3. Literal Interpretation of FORWARDuluth, Plan 2045 (Comprehensive Plan)

The subject property is located in the River Green Employment District. FORWARDuluth envisions this Character Area to serve as the economic engine for the city, serving as a major regional distribution and office hub. The Future Land Use Map (FLUM) envisions the uses to be commercial/retail/office.

IV. PLANNING STAFF REVIEW/FINDING OF FACTS

As was stated in the Existing Conditions of the staff report, River Green Business Park, though zoned M-1 (Light Industrial District), has continued to evolve through the Special Use process. In 2023, Mayor and Council approved the elementary school portion of YHale (a private elementary charter school, grades kindergarten – fifth grade), New Life (Gwinnett County Charter School) and an Event Facility. In January of 2025 Mayor and Council approved a youth behavioral center for preschool aged kids living with Autism. And, in September of 2025 Mayor and Council approved a preschool/daycare. In total, there are currently 10 (ten) conditional or special uses within River Green Business Park. In addition, there is a consulate and Scott Hudgens Park.

The single greatest issue facing River Green Business Park is the traffic generated from the school uses with peak flows between 7:30 – 9:00 am and 1:30 – 3:30 pm. The applicant states that they will "instruct parents to enter the Industrial Park at the north access point off Peachtree Industrial Boulevard and travel along the horseshoe to their designated access drive and follow the circulation plan." In addition to the to the proposed traffic flow, the afternoon traffic for pick up is mitigated by "YHALE's enrichment and afterschool programs. For example, the chess club meets and practices on Fridays from 3:30 pm to 4:30 pm. Approximately 25% to 30% of the student body participates in the chess club. In addition, approximately 7-10% of the student body are enrolled in the aftercare program and those students are picked up anytime between 4:30 pm and 6:00 pm." The applicant is expecting the same for the middle school students.

In terms of parking, there is ample parking between the already approved elementary school and the building that would house the middle school. YHALE currently employs 69 staff/employees and during the course of regular business hours and after school care there is an anticipated need for 20 additional parking spaces for the occasional guest(s), parents,

and/or volunteers. Ample parking exists for guests, parents and/or volunteers around both the elementary and the proposed middle school.

ATTACHMENTS:

Exhibit "A": Maps
Exhibit "B": Legal Description
Exhibit "C": Conditions of Approval
Exhibit "D": Applicant's Letter of Intent including the Response to the Standards Governing Special Use Consideration and Justification for Special Use Permit
Exhibit "E": Proposed Circulation Plan
Exhibit "F": Public Hearing Advertisement/Public Notice

Exhibit "A"
Maps

Location Map



SU2026-002 FWR PARTNERS OWNER		Planning Commission: June 1, 2026
From: M-1	To: M-1	City Council: July 13, 2026
City of Duluth | Georgia Community Development & Engineering | GIS	130 Feet N	Tax Parcel(s): R6325 026

Streets
Address Outline
Parcel

Zoning Map



SU2026-002 FWR PARTNERS OWNER	Planning Commission: June 1, 2026	
From: M-1 To: M-1	City Council: July 13, 2026	M-1
City of Duluth | Georgia Community Development & Engineering | GIS	130 Feet N	Tax Parcel(s): R6325 026

Character Map



SU2026-002 FWR PARTNERS OWNER	Planning Commission: June 1, 2026	
From: To: M-1 M-1	City Council: July 13, 2026	River Green Employment District
City of Duluth | Georgia Community Development & Engineering | GIS	130 Feet N	Tax Parcel(s): R6325 026

Exhibit "B"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 325 OF THE 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF-WAY LINE OF RIVER GREEN PARKWAY (HAVING AN 80 FOOT RIGHT-OF-WAY WIDTH AT THIS POINT) AND THE WESTERLY RIGHT-OF-WAY OF CORPORATE WAY (HAVING A 60 FOOT RIGHT-OF-WAY WIDTH); THENCE RUNNING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVER GREEN PARKWAY THE FOLLOWING CALLS: WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 28.00 FEET TO A POINT (THE SAID ARC HAVING A RADIUS OF 1060.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 81 DEGREES 57 MINUTES 45 SECONDS WEST AND A CHORD DISTANCE OF 28.00 FEET); THENCE SOUTH 07 DEGREES 16 MINUTES 51 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT (SAID RIGHT-OF-WAY BEING 110 FEET AT THIS POINT), THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 784.31 FEET TO A POINT (THE SAID ARC HAVING A RADIUS OF 605.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 45 DEGREES 34 MINUTES 54 SECONDS WEST, AND A CHORD DISTANCE OF 730.53 FEET); THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 1155.22 FEET TO A POINT (THE SAID ARC HAVING A RADIUS OF 605.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 28 DEGREES 01 MINUTES 04 SECONDS WEST AND CHORD DISTANCE OF 987.55 FEET), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED AND DEPARTING SAID RIGHT-OF-WAY LINE AND RUNNING THROUGH PROPERTY NOW OR FORMERLY BELONGING TO SOUTHEAST DEVELOPMENT GROUP, INC., THE FOLLOWING CALLS: NORTH 71 DEGREES 06 MINUTES 16 SECONDS WEST A DISTANCE OF 68.87 FEET TO A POINT; THENCE SOUTH 83 DEGREES 44 MINUTES 50 SECONDS WEST A DISTANCE OF 66.61 FEET TO A POINT; SOUTH 84 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 192.12 FEET TO A POINT; THENCE SOUTH 87 DEGREES 18 MINUTES 53 SECONDS WEST A DISTANCE OF 114.14 FEET TO A POINT; THENCE NORTH 80 DEGREES 31 MINUTES 13 SECONDS WEST A DISTANCE OF 171.09 FEET TO A POINT; THENCE NORTH 09 DEGREES 43 MINUTES 15 SECONDS EAST A DISTANCE OF 80.76 FEET TO A POINT; THENCE NORTH 38 DEGREES 48 MINUTES 43 SECONDS EAST A DISTANCE OF 21.96 FEET TO A POINT; THENCE NORTH 19 DEGREES 03 MINUTES 21 SECONDS EAST A DISTANCE OF 197.39 FEET TO A POINT; THENCE NORTH 25 DEGREES 30 MINUTES 24 SECONDS EAST A DISTANCE OF 91.26 FEET TO A POINT, THENCE SOUTH 72 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 189.25 FEET TO A POINT; THENCE NORTH 72 DEGREES 38 MINUTES 09 SECONDS EAST A DISTANCE OF 64.84 FEET TO A POINT; THENCE SOUTH 77 DEGREES 17 MINUTES 33 SECONDS EAST A DISTANCE OF 40.15 FEET TO A POINT; THENCE

NORTH 60 DEGREES 51 MINUTES 48 SECONDS EAST A DISTANCE OF 263.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVER GREEN PARKWAY (HAVING AN 80 FOOT RIGHT-OF-WAY WIDTH AT THIS POINT); THENCE RUNNING ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS: SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 474.69 FEET TO A POINT (THE SAID ARC HAVING A RADIUS OF 510.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A CHORD BEARING OF SOUTH 01 DEGREES 52 MINUTES 57 SECONDS WEST AND A CHORD DISTANCE OF 457.74 FEET); THENCE NORTH 61 DEGREES 27 MINUTES 17 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 19.67 FEET TO THE TRUE POINT OF BEGINNING (THE SAID ARC HAVING A RADIUS OF 605.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A CHORD BEARING OF SOUTH 27 DEGREES 36 MINUTES 56 SECONDS WEST AND A CHORD DISTANCE OF 19.67 FEET), BEING THE PROPERTY DEPICTED ON A BOUNDARY SURVEY PREPARED FOR NATIONAL BUILD TO SUIT CHATTAHOOCHEE #4, NATIONSBANK, N.A., AND CHICAGO TITLE INSURANCE COMPANY BY BILLY RAY CHEEK, GEORGIA REGISTERED LAND SURVEYOR NO. 1615 OF HAYES, JAMES & ASSOCIATES, DATED OCTOBER 24, 1996, LAST REVISED MAY 20, 1998 BEING PROPOSED LOT K, AND CONTAINING 5.293 ACRES ACCORDING TO THE AFORESAID PLAT.

Exhibit "C"
Conditions of Approval

General

1. The Special Use (SU2026-002) is hereby approved for Yi Hwang Academy Inc., and their successors, for the operation of a middle school in M-1 (Light Industrial District) zoning. Notwithstanding, all Special Use applications shall be for firm proposals only; therefore, an Occupational Tax Certificate shall be obtained within 90 days of the approval of the Special Use.

   Once established:
   A. If the use changes, the Special Use is hereby terminated.
   B. If the use is discontinued or abandoned for a period of ninety (90) days, regardless of the intent of the owner or occupier to resume the use, the Special Use is hereby terminated.
   C. If the use is extended in any way, either on the same or adjoining property, the Special Use is terminated.

2. Any renovations to the interior and/or exterior of the building require review and approval by the City of Duluth prior to obtaining a Certificate of Occupancy.

3. Annual student enrollment must be submitted to the Director of Community Development and Engineering at the beginning of each academic year.

4. Any refuse collection area(s) and/or dumpsters shall be enclosed per Section 306.07 of the City of Duluth's Unified Development Code.

5. The applicant shall submit a drop-off/pick-up circulation plan. Drop-off/pick-up lines shall not result in queuing or vehicular stacking in the right-of-way, on public streets or on any adjacent property. An updated circulation plan showing vehicular stacking contained wholly on site and out of River Green Pkwy shall be submitted to the City of Duluth's Director of Community Development and Engineering prior to obtaining a Certificate of Occupancy.

6. The school shall not create overflow parking that results in parents, visitors, or staff parking in the right-of-way, on public streets or on any adjacent property without a shared parking agreement with the adjacent property owner.

7. The property shall be maintained in a state of good repair at all times, free from any violations of the Property Maintenance Code; Unified Development Code; License and Business Regulations; Nuisance Codes, and any other codes adopted by the City of Duluth. Failure to maintain the property at or above the minimum standards adopted in the City of Duluth codes and ordinance shall be cause for possible legal action by the City.

8. The privilege of a Special Use is subject to all conditions that have been attached to it. It is within the City's rights to take legal action if it is proven that the conditions of the Special Use have been violated.

Exhibit "D"
Applicant's Letter of Intent including the Response to the Standards Governing Special Use Consideration and Justification for Special Use Permit

ANDERSEN | TATE | CARR

LETTER OF INTENT AND JUSTIFICATION FOR SPECIAL USE PERMIT

City of Duluth, Gwinnett County, Georgia

Applicant:
Yi Hwang Academy, Inc.
(d/b/a Yi Hwang Academy of Language Excellence)
4400 River Green Parkway, Suite 100
Duluth, Georgia 30096

Property:
Tax Parcel ID R6325 026
±5.29 Acres of Land
Located at 4400 River Green Parkway, Duluth, Georgia 30096

Submitted for Applicant by:
Melody A. Glouton, Esq.
ANDERSEN TATE & CARR, P.C.
One Sugarloaf Centre
1960 Satellite Blvd.
Suite 4000
Duluth, Georgia 30097
770.822.0900
mglouton@atclawfirm.com

I. INTRODUCTION AND PROPOSED USE

This Application for Special Use Permit is submitted for a 5.29-acre parcel of land located in the City of Duluth, Georgia, identified as Parcel R6325 026 (hereinafter the "Property"). The purpose of the Special Use Permit is to allow for the operation of a Public Charter School for the property located at 4400 River Green Parkway, Duluth. Georgia. The Property is currently zoned M-1 (Light Industrial District).

The Applicant, Yi Hwang Academy, Inc., is known as the Yi Hwang Academy of Language Excellence ("YHALE"). YHALE was approved as a public charter school by the State Charter Schools Commission of Georgia in July 2018. The process that charter schools must comply with to receive facility site approval from the Georgia Department of Education is rigorous.[1] YHALE is a dual language Immersion public charter elementary and middle school with a 50/50 Model so that 50% of each school day is taught in English and the other 50% is taught in Korean or Mandarin. The school currently serves students in kindergarten through seventh grade, and anticipates the addition of eights grade next year. The elementary school is located at the building adjacent to the Property and was approved to operate as a public charter school by the Mayor and Council of the City of Duluth in 2023 (See, SU2023-001). The mission of YHALE is to produce students who are fluent in both English and their target language of either Korean or Mandarin Chinese, and thrive socially, emotionally and intellectually. The YHALE curriculum is an Integrated Curriculum Model known as ICM which was originally developed for gifted student classrooms. ICM was chosen for YHALE because ICM works very well with differentiated instruction which is a type of instruction most often used in dual language immersion classrooms. The Applicant is specifically seeking a Special Use Permit in order to operate a public charter school for middle school aged children in grades 5th through 8th, with school hours Monday – Friday from 8:30 am to 3:30 pm.

This document is submitted as the Letter of Intent, a description of the proposal, and response to the standards identified in the "Zoning Ordinance of the City of Duluth, Georgia" (the "Ordinance"), including other materials required by the Ordinance.

II. CITY OF DULTH ZONING ORDINANCE AND COMPREHENISVE PLAN

The property is zoned M-1 (Light Industrial District), under the current Zoning Ordinance of the City of Duluth, Georgia. According to Section 204.17 of the Unified Development Code ("UDC"), the M-1 District was "established to provide for light industrial uses such as assembling, wholesaling, warehousing and commercial services in areas that are located on or have ready access to a major thoroughfare, but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors, or radiation and that do not create fire or explosion hazards or other objectionable

[1] Letter from Vice President of New School Development, Georgia Charter Schools Association, dated November 4, 2022, attached hereto as Exhibit "A."

conditions." However, the Applicant is operating a public school as identified in the state public school system. YHALE is not a private, religious, or for-profit educational institution.[2]

The Property is located in the "River Green Employment District" Character Area. Pursuant to the City of Duluth 2040 Comprehensive Plan, FORWARDuluth, this district is identified as the City's major employment district. The Plan specifically states that "the business park is filled with large office warehouse buildings. With the recent construction of a 155,000 square foot office warehouse located near the entrance to Scott Hudgens Park, the business park is essentially built out. It is not anticipated that there will be much new development or redevelopment within the business park."

As further identified in FORWARDuluth, students of Duluth are served by private and charter schools in addition to Gwinnett County Public Schools. Currently, YHALE, Notre Dame Academy, and New Life Academy of Excellence all provide opportunities to children in Duluth. While FORWARDuluth indicates that institutional and public assembly uses were only allowed in this area as a result of the previous economic downturn, these uses are now compatible with the character of the district and have successfully existed for many years. The Property is further identified below from Duluth CityView:



The City of Duluth UDC also provides that private schools (kindergarten, elementary, secondary, junior college and universities), as well as language schools, are allowed in the district if approved as a special use.

[2] Letter from General Counsel, State Charter Schools Commission of Georgia, dated May 20, 2022, attached hereto as Exhibit "B."

III. YHALE – PROPOSED TRAFFIC CIRCULATION

The current academic hours for YHALE are 8:30 a.m. to 3:30 p.m. The Applicant submits the middle school hours will be consistent with the elementary school. These specific hours do not coincide with either of the other two schools in the River Green Employment District. The other schools begin at either 8:00 a.m. or 8:10 a.m. and end between 2:30 p.m. and 3:10 p.m. The Notre Dame Academy High School also dismisses at 3:30 p.m. but there has been no conflict with this because they have a small high school enrollment and the current YHALE pick up route runs primarily on the north side of the horseshoe. As for the traffic flow, the Applicant will instruct parents to enter the Industrial Park at the north access point off Peachtree Industrial Blvd and travel along the horseshoe to their designated access drive and follow the circulation plan.[3] The anticipated traffic flow is designed to prevent any school traffic from interfering with existing businesses or truck access routes.

In addition to the proposed traffic flow, the afternoon traffic for pick up is mitigated by YHALE's enrichment and afterschool programs. For example, the chess club meets and practices on Fridays from 3:30 p.m. to 4:30 p.m. Approximately 25% to 30% of the student body participates in the chess club. In addition, approximately 7% to 10% of the student body are enrolled in the aftercare program and those students are picked up anytime between 4:30 p.m. and 6:00 p.m. At their current location, YHALE has coordinated with the property owner/landlord and surrounding businesses to have the least impact on existing businesses. The Applicant anticipates the same coordination effort at the proposed location. In terms of on-site parking required for the operation of the school, YHALE currently employs 69 staff/employees. There is ample parking designated for employees at the current location and the proposed location. During the normal course of business, the school anticipates no more than 20 additional parking spaces to be utilized for the occasional guest(s), parents, or volunteers.

IV. SITE IMPACT ANALYSIS

The Applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power. The Applicant submits its written analysis which shows that the Special Use Permit satisfies the responses to evaluation criteria as follows:

1. Whether the special use permit will permit a use that is suitable in view of the use and development of adjacent and nearby property.

   Response: The proposed use of a public charter school is consistent with the existing uses that are adjacent and nearby in the River Green development. The River Green development is well balanced with high-end office uses, a

[3] A proposed traffic circulation plan is attached hereto as Exhibit "C." The proposed circulation is illustrated as follows:

Blue: Kindergarten through 2nd
Red: 3rd through 5th
Green: 6th through 8th

number of educational uses, including the expansion of the Notre Dame Academy, as well as the Life Church International in the same River Green Industrial Park. There is also a daycare and a large recreational complex in close proximity to the Property.

2. Whether the special use permit will adversely affect the existing use or usability of adjacent or nearby property.

   Response: No. There will not be any adverse effect created by the use of a public charter school at the Property. The use is consistent with the existing uses on the adjacent and nearby properties. The Property and the River Green development are well suited for the proposed use without creating any adverse impacts. Moreover, the current hours of operation will complement other uses of adjacent and nearby properties.

3. Whether the Property to be affected by a proposed special use has a reasonable economic use as currently zoned?

   Response: The Applicant submits that due to the size, location, layout, and natural features of the Subject Property, it does not have reasonable economic use as currently zoned. By way of further response, the Applicant submits that allowing the use as a public charter school would be a compatible use with surrounding properties.

4. Whether the special use permit will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

   Response: No. The Property is located in the River Green Employment District Character Area. The entire development is well served with a landscape parkway and the connectivity between the office, institutional, educational, recreational and residential uses. The proposed use of a public charter school is entirely consistent with other uses. The proposed use will not cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. Whether the special use permit is consistent with the Land Use Policy Plan, Comprehensive Plan, transportation plans, or other plans adopted for guiding development within the City of Duluth.

   Response: Yes. The Subject Property is located in the River Green Employment District Character Area which promotes a variety of residential, community, religious, educational and recreational uses throughout the entire development. To be clear, there are existing schools located within the River Green District, which the City has granted indefinite permits to so long as they occupy the premises. As such, the City's zoning patterns and FORWARDuluth support the Applicant's request for a special use permit.

6. Whether there are other existing or changing conditions affecting the use and development of property that give supporting grounds for either approval or disapproval of the special use permit.

Response: The Applicant submits that it was awarded a charter petition in July 2018 by the State Charter Schools Commission of Georgia, which was later affirmed by the State Board of Education. The Applicant operates as a public school under the State of Georgia public school system. The Applicant refers the City to O.C.G.A. § 20-2-2090 for funding guidelines. The Applicant respectfully seeks approval to operate the public charter school at the Property to provide educational opportunities to the residents of the City of Duluth.

V. JUSTIFICATION FOR SPECIAL USE PERMIT

The Applicant respectfully submits that the "Zoning Ordinance of the City of Duluth, Georgia" (the "Ordinance"), as amended from time to time, to the extent that it classifies the Property in any zoning district that would preclude the use of a public charter school with a special use permit, or any other permit or application, allowed by Ordinance is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Any existing inconsistent zoning of the Property pursuant to the Ordinance deprives the Applicant and Property owner of any alternative reasonable use and development of the Property. Additionally, all other zoning classifications, including ones intervening between the existing classification and that requested herein, would deprive the Applicant and Property owner of any reasonable use and development of the Property. Further, any attempt by the Mayor and Council of the City of Duluth to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, Applicant submits that the current zoning classification and any other zoning of the Property save for what has been requested as established in the Ordinance constitute an arbitrary and unreasonable use of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant and Property owner. All inconsistent zoning classifications between the existing zoning and the zoning requested hereunder would constitute and arbitrary and unreasonable use of the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality, or general welfare of the public and would substantially harm the Applicant and Property owner. Further, the existing inconsistent zoning classification constitutes, and all zoning and plan classifications intervening between the existing inconsistent zoning classification and that required to develop this Project would constitute, a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested Special Use Permit would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the Mayor and Council of the City of Duluth cannot lawfully impose more restrictive standards upon the use or development of the Property than presently exist, as to do so not only would constitute a taking o the Property as set forth above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application meets favorably with the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. See Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322 (1977).

VI. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this Application for a Special Use Permit be approved. The Applicant welcomes the opportunity to meet with the City of Duluth Planning Department staff to answer any questions or to address any concerns relating to this Letter of Intent or supporting materials.

Respectfully submitted this 9th day of April, 2026.

ANDERSEN, TATE & CARR, P.C.
Melody A. Glouton
Melody A. Glouton, Esq.

Enclosures
MAG/dwb

4902-0704-5790, v. 1

Exhibit "E"
Proposed Circulation Plan

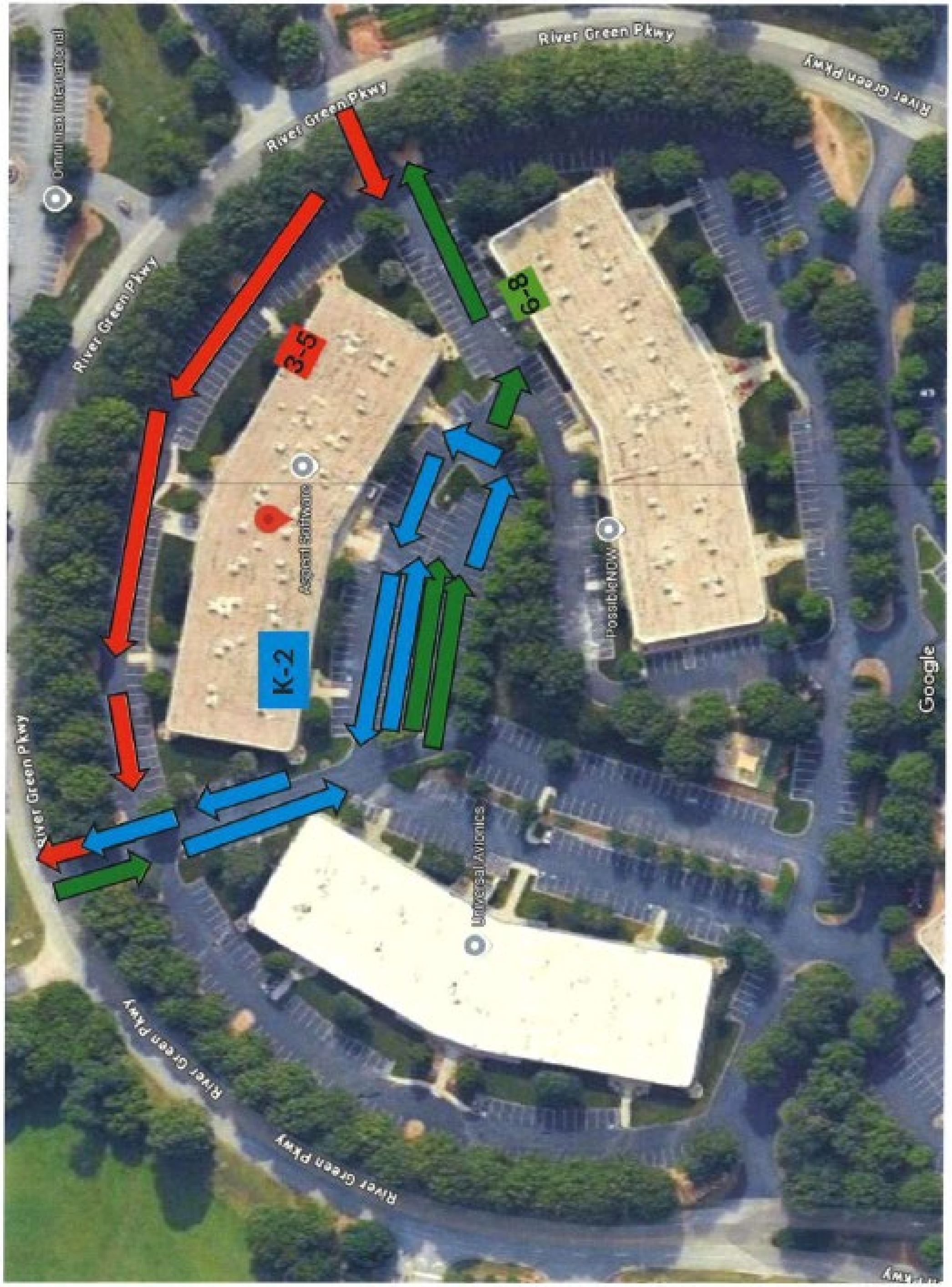


Exhibit "F"
Public Notice

Public Notice Printed in Gwinnett Daily Post 6/23/2026

GDP8523
gpn16
CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a special use request from Yi Hwang Academy, Inc., on approximately 5.29 acres of property in Land Lot 325, 6th District, Gwinnett County, located at 4400 River Green Parkway, consisting of tax parcels 6325-026, case number SU2026-002. The special use request is to allow for a Public Charter School in the M-1 (Light Industrial District). The public is invited to attend this hearing before the Mayor and Council on the proposed special use. The meeting date, place and time regarding this matter are as follows:

WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed special use, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
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In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.
6:28,2026


CITY OF DULUTH
PUBLIC NOTICE
SU2026-002
REQUEST TO
PARCEL:
ADDRESS:
CURRENT ZONING:
M-1
PROPOSED ZONING:
M-1
DATE: @6 p.m.
DATE: @6 p.m.
All interested members of the public are invited to attend the hearings at:
CITY HALL COUNCIL CHAMBERS
3167 MAIN STREET, DULUTH, GA 30096
770.476.1790
on the dates and times provided above.
Duluth

ORDINANCE O2026-26
CITY OF DULUTH
TO AMEND THE UNIFIED DEVELOPMENT CODE

WHEREAS, the Mayor and City Council of the City of Duluth, Georgia recognize the importance of promoting the community's health, safety and welfare by providing clear, correct, and consistent zoning regulations and compliance with the goals, objectives, and policies identified within the adopted Comprehensive Plan; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, specifically authorizes the City Council to amend the text of the City of Duluth Unified Development Code; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, grants authority to the Director of Planning and Development to initiate amendments to the text of the City of Duluth Unified Development Code; and

WHEREAS, the Mayor and City Council recognize the importance of ensuring that these regulations promote the quality of life in the City; and

WHEREAS, on July 6, 2026, the City of Duluth Planning Commission held a public hearing duly noticed and voted to recommend approval of the text amendment (TA2026-004) as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on July 13, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post regarding the text amendments, and voted to approve the text amendment (TA2026-004) as set forth in the minutes of said meeting.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Duluth that the City of Duluth Unified Development Code is hereby amended in Article 9 as attached hereto in Exhibit "A".

BE IT FURTHER ORDAINED that all documents that conflict with anything contained herein are hereby repealed.

ATTACHMENTS:

Exhibit "A": Proposed Text Amendments to the Unified Development Code
Exhibit "B": Public Hearing Advertisement/Public Notice

{Signatures on the Following Page}

IT IS SO ORDAINED this 13th day of July, 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson-Cummings, Post 5

Those council members voting in opposition: _____

_____

_____

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit "A"

Revision to Article 11 of the Unified Development Code

907.06. Street Lights

Street lights shall be provided by the developer in new subdivisions which propose the construction of a new street to be dedicated to the City or which propose lot access to existing City streets. All fees, materials, labor, poles, fixtures and any other associated items shall be furnished, paid for and installed by the developer. Street lighting shall be installed and operating prior to approval of the final plat.

1. This Section shall apply for all developments or phases of development which have not received a development permit as of the date of adoption of this ordinance.
2. ~~2.~~ In all cases, guidelines related to materials, distances between poles, height, and any other relevant specifications shall be adhered to as set forth in ANSI/IES RP-8-22: Design of Roadway Facility Lighting. ~~The American National Standard Practice for Roadway Lighting and the power provider for the project.~~
3. A street lighting plan, including a photometric plan, is required and shall accompany the preliminary plat and shall be reviewed and approved by the City for compliance with the requirements of the national standard. Prior to approval of the Final Plat, all fees associated with materials, labor, and installation shall be paid to the appropriate power provider for the project and proof of payment shall be provided to the City.
4. Street lights shall be provided by the owner/developer in any new development where the streets are proposed to be dedicated to the City or which propose lot access to existing City streets.
    a. Location and spacing shall be coordinated with the electric company with jurisdiction over the property and shall be installed at the time the streets are constructed.
    b. The City shall take over payment of the monthly energy charges from the owner/developer once the residential development is 95% complete based on issued Certificates of Occupancy and after a written request is received from the developer/builder to take over monthly costs. This applies to lighting within public right-of-way.
    c. In a residential development, street lights shall be installed prior to approval of the Final Plat. Electrification of the lights shall occur once the development or phase has achieved 50% completion via issuance of a Certificate of Occupancy (C.O.)
    d. In a non-residential development, street lights are to be installed prior to issuance of a C.O. for the building(s).
5. All fixtures and poles shall meet the requirements of the City. Fixtures that overhang the roadway must provide a minimum clearance of 16' above the roadway ~~Fixtures shall be mounted a minimum of 16 feet above the ground~~ and each fixture shall have appropriate arm length to illuminate the street. Post top fixtures must be a minimum of 12 feet above finished grade. The City, in addition to other requirements, may require a light to be located at street intersections within the development.
6. All lighting installed by a private developer within the Downtown Overlay District must coordinate with Georgia Power and use the standard Georgia Power fixture approved and required by the City of Duluth.

Exhibit “B”

Public Notice Posted in the Gwinnett Daily Post 6/23/2026

GDP8492
gpn16
CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a Text Amendment from City of Duluth, case number TA2026-004. The Text Amendment is to amend Article 9 section 907.06. Streetlights of the Unified Development Code. The public is invited to attend this hearing before Mayor and Council on the proposed Text Amendment. The meeting date, place and time regarding this matter are as follows:

WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the Text Amendment, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
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In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodation is necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodation can be arranged.
6:28,2026

CITY OF DULUTH
Mayor & Council
Staff Report
July 13, 2026

CASE NUMBER:	TA2026-004
REQUEST:	Text Amendment to Article 9. Project Design and Construction Standards Section 907.06. Street Lights to include design standard reference, pole height, photometric requirements, and Downtown Overlay Standards.
APPLICANT:	City of Duluth 3167 Main Street Duluth, GA 30097

Planning Commission Recommendation	**Approval**
Staff Recommendation	**Approval**

I. Background:

With developments in the Hall Circle area of the City of Duluth, staff found it imperative to include Lighting reference guidelines, height variations depending on location, photometric plan requirements, and standards within the Downtown Overlay District. Please see Exhibit "A" for a redlined copy of the proposed changes to Section 907.06 Street Lights of the Unified Development Code.

Standards for Code Amendments

The following four standards shall be considered when deciding on a code amendment:

1. Is the proposed amendment consistent with the purpose and intent of this Development Code as stated under Article 1?
2. Does the proposed amendment further or is it compatible with the purpose and intent of the Comprehensive Plan?
3. Is the proposed amendment required to adequately address new or changing conditions or to properly implement the Comprehensive Plan?
4. Does the proposed amendment reasonably promote the public health, safety, or general welfare?

II. Description of the Request:

1. *Attached is a redlined copy of the proposed update to Section 907.06. Street Lights of the Unified Development Code.*

III. Exhibits

Exhibit "A": Redlined copy of the proposed update to Section 907.06. Street Lights of the Unified Development Code.
Exhibit "B": Public Notice

II. Description of the Request

Exhibit "A"

907.06. Street Lights

Street lights shall be provided by the developer in new subdivisions which propose the construction of a new street to be dedicated to the City or which propose lot access to existing City streets. All fees, materials, labor, poles, fixtures and any other associated items shall be furnished, paid for and installed by the developer. Street lighting shall be installed and operating prior to approval of the final plat.

1. This Section shall apply for all developments or phases of development which have not received a development permit as of the date of adoption of this ordinance.
2. ~~2.~~ In all cases, guidelines related to materials, distances between poles, height, and any other relevant specifications shall be adhered to as set forth in ANSI/IES RP-8-22: Design of Roadway Facility Lighting. ~~The American National Standard Practice for Roadway Lighting and the power provider for the project.~~
3. A street lighting plan, including a photometric plan, is required and shall accompany the preliminary plat and shall be reviewed and approved by the City for compliance with the requirements of the national standard. Prior to approval of the Final Plat, all fees associated with materials, labor, and installation shall be paid to the appropriate power provider for the project and proof of payment shall be provided to the City.
4. Street lights shall be provided by the owner/developer in any new development where the streets are proposed to be dedicated to the City or which propose lot access to existing City streets.
    a. Location and spacing shall be coordinated with the electric company with jurisdiction over the property and shall be installed at the time the streets are constructed.
    b. The City shall take over payment of the monthly energy charges from the owner/developer once the residential development is 95% complete based on issued Certificates of Occupancy and after a written request is received from the developer/builder to take over monthly costs. This applies to lighting within public right-of-way.
    c. In a residential development, street lights shall be installed prior to approval of the Final Plat. Electrification of the lights shall occur once the development or phase has achieved 50% completion via issuance of a Certificate of Occupancy (C.O.)
    d. In a non-residential development, street lights are to be installed prior to issuance of a C.O. for the building(s).
5. All fixtures and poles shall meet the requirements of the City. Fixtures that overhang the roadway must provide a minimum clearance of 16' above the roadway ~~Fixtures shall be mounted a minimum of 16 feet above the ground~~ and each fixture shall have appropriate arm length to illuminate the street. Post top fixtures must be a minimum of 12 feet above finished grade. The City, in addition to other requirements, may require a light to be located at street intersections within the development.
6. All lighting installed by a private developer within the Downtown Overlay District must coordinate with Georgia Power and use the standard Georgia Power fixture approved and required by the City of Duluth.

Exhibit "B"
Public Notice Posted in the Gwinnett Daily Post 6/23/2026

GDP8492
gpn16

CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a Text Amendment from City of Duluth, case number TA2026-004. The Text Amendment is to amend Article 9 section 907.06. Streetlights of the Unified Development Code. The public is invited to attend this hearing before Mayor and Council on the proposed Text Amendment. The meeting date, place and time regarding this matter are as follows:

WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the Text Amendment, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.

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In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodation is necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodation can be arranged.

6:28,2026

ORDINANCE O2026-27
CITY OF DULUTH
TO AMEND THE UNIFIED DEVELOPMENT CODE

WHEREAS, the Mayor and City Council of the City of Duluth, Georgia recognize the importance of promoting the community's health, safety and welfare by providing clear, correct, and consistent zoning regulations and compliance with the goals, objectives, and policies identified within the adopted Comprehensive Plan; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, specifically authorizes the City Council to amend the text of the City of Duluth Unified Development Code; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, grants authority to the Director of Planning and Development to initiate amendments to the text of the City of Duluth Unified Development Code; and

WHEREAS, the Mayor and City Council recognize the importance of ensuring that the regulations promote quality of life in the City; and

WHEREAS, on July 6, 2026, the City of Duluth Planning Commission held a public hearing duly noticed, and voted to recommend approval of the text amendment (TA2026-005) as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on July 13, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post regarding the text amendments, and voted to approve the text amendment (TA2026-005) as set forth in the minutes of said meeting.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Duluth that the City of Duluth Unified Development Code is hereby amended as follows: Article 2 and Article 14 as attached hereto in Exhibit "A".

BE IT FURTHER ORDAINED that all documents that conflict with anything contained herein are hereby repealed.

ATTACHMENTS:

Exhibit "A": Proposed Text Amendments to the Unified Development Code
Exhibit "B": Public Hearing Advertisement/Public Notice

{Signatures on the Following Page}

IT IS SO ORDAINED this 13th day of July, 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson-Cummings, Post 5

Those council members voting in opposition: _____

_____

_____

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit "A"

Revision to Article 11 of the Unified Development Code

203.05. Accessory Buildings and Structures.

a. Accessory uses or structures shall be permitted only in rear yards with the exception of detached garages in a residentially zoned area (R-100, R-75, RA-200, or any residential portion of a PUD), provided they are no closer to any street than the principal structure, except as otherwise provided in this Code.
b. No accessory building shall be erected on a lot prior to the time of construction of the principal building to which it is accessory.
c. Accessory structure requirements apply only to residential zoning districts. In a residentially zoned area, there shall be a minimum setback requirement from side and rear property line of 5 feet and a minimum separation requirement between accessory structures of 20 feet. Multiple accessory structures are permitted on a single platted lot, provided the combined square footage of the accessory structures complies with the size limitations set forth in Section 344 Detached Structures.
d. Prohibited accessory buildings or structures. Manufactured homes, mobile homes, freight trailers, boxcars, trailers, shipping containers, temporary storage buildings or any other structure or former vehicle not originally fabricated for use as an accessory building shall be prohibited as an accessory building.
e. Any structure built on commercial or industrial zoned property shall be considered a principal use.
f. The setback requirements of this Code shall not prohibit the placement of any necessary retaining wall nor prohibit any wall or fence except that in a residential district. See also Section 304.02 Fences and Freestanding Walls.

Section 1403. Glossary of Definitions

Boxcar. A completely enclosed, roofed railway freight car with sliding side doors, commonly used to transport various goods.

Shipping container (s). A large, standardized steel box designed to store and transport goods across ships, trains and trucks.

Trailer, freight. Non-motorized vehicle designed to be towed by a truck or tractor for transporting goods and cargo overland.

Trailer. An unpowered wheeled vehicle towed by a motorized vehicle.

Exhibit “B”

Public Notice Posted in the Gwinnett Daily Post 6/23/2026

GDP8490
gpn16
CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a Text amendment initiated by City of Duluth, Case number TA2026-005. The Text Amendment is to amend Table 2-C Principal Uses Allowed by Zoning District within the UDC (Unified Development Code). The public is invited to attend this hearing before Mayor and Council on the proposed Text Amendment. The meeting date, place and time regarding this matter are as follows:

WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the Text Amendment updates, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.

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6:28,2026

CITY OF DULUTH
Mayor & Council
Staff Report
July 13, 2026

CASE NUMBER:	TA2026-005
REQUEST:	Text Amendment to Article 2. Use of Land and Structures Section 203.05. Accessory Buildings and Structures to prohibit the use of certain structures in residentially zoned areas and Article 14. Interpretation and Definitions.
APPLICANT:	City of Duluth 3167 Main Street Duluth, GA 30097

Staff Recommendation:	**Approval**
Planning Commission Recommendation:	**Approval**

I. Background:

It is staff's interpretation that certain structures should not be allowed as structures containing outdoor storage and/or are inappropriate as accessory structures.

Standards for Code Amendments

The following four standards shall be considered when deciding on a code amendment:

1. Is the proposed amendment consistent with the purpose and intent of this Development Code as stated under Article 1?
2. Does the proposed amendment further or is it compatible with the purpose and intent of the Comprehensive Plan?
3. Is the proposed amendment required to adequately address new or changing conditions or to properly implement the Comprehensive Plan?
4. Does the proposed amendment reasonably promote the public health, safety, or general welfare?

II. Description of the Request:

1. *Attached is a redlined copy of the proposed update to Section 203.05. Accessory Buildings and Structures and Section 1403. Glossary of Definitions of the Unified Development Code.*

III. Exhibits

Exhibit "A": Redlined copy of the proposed update to Section 203.05. Accessory Buildings and Structures and Section 1403. Glossary of Definitions of the Unified Development Code.
Exhibit "B": Public Notice

II. Description of the Request

Exhibit "A"

203.05. Accessory Buildings and Structures.

a. Accessory uses or structures shall be permitted only in rear yards with the exception of detached garages in a residentially zoned area (R-100, R-75, RA-200, or any residential portion of a PUD), provided they are no closer to any street than the principal structure, except as otherwise provided in this Code.
b. No accessory building shall be erected on a lot prior to the time of construction of the principal building to which it is accessory.
c. Accessory structure requirements apply only to residential zoning districts. In a residentially zoned area, there shall be a minimum setback requirement from side and rear property line of 5 feet and a minimum separation requirement between accessory structures of 20 feet. Multiple accessory structures are permitted on a single platted lot, provided the combined square footage of the accessory structures complies with the size limitations set forth in Section 344 Detached Structures.
d. Prohibited accessory buildings or structures. Manufactured homes, mobile homes, freight trailers, boxcars, trailers, shipping containers, temporary storage buildings or any other structure or former vehicle not originally fabricated for use as an accessory building shall be prohibited as an accessory building.
e. Any structure built on commercial or industrial zoned property shall be considered a principal use.
f. The setback requirements of this Code shall not prohibit the placement of any necessary retaining wall nor prohibit any wall or fence except that in a residential district. See also Section 304.02 Fences and Freestanding Walls.

Section 1403. Glossary of Definitions

Boxcar. A completely enclosed, roofed railway freight car with sliding side doors, commonly used to transport various goods.

Shipping container (s). A large, standardized steel box designed to store and transport goods across ships, trains and trucks.

Trailer, freight. Non-motorized vehicle designed to be towed by a truck or tractor for transporting goods and cargo overland.

Trailer. An unpowered wheeled vehicle towed by a motorized vehicle.

Exhibit "B"
Public Notice Posted in the Gwinnett Daily Post 6/23/2026

GDP8490
gpn16

CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a Text amendment initiated by City of Duluth, Case number TA2026-005. The Text Amendment is to amend Table 2-C Principal Uses Allowed by Zoning District within the UDC (Unified Development Code). The public is invited to attend this hearing before Mayor and Council on the proposed Text Amendment. The meeting date, place and time regarding this matter are as follows:

WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the Text Amendment updates, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
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6:28,2026

ORDINANCE O2026-28
CITY OF DULUTH
TO AMEND THE UNIFIED DEVELOPMENT CODE

WHEREAS, the Mayor and City Council of the City of Duluth, Georgia recognize the importance of promoting the community's health, safety and welfare by providing clear, correct, and consistent zoning regulations and compliance with the goals, objectives, and policies identified within the adopted Comprehensive Plan; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, specifically authorizes the City Council to amend the text of the City of Duluth Unified Development Code; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, grants authority to the Director of Planning and Development to initiate amendments to the text of the City of Duluth Unified Development Code; and

WHEREAS, the Mayor and City Council recognize the importance of ensuring that the regulations promote quality of life in the City; and

WHEREAS, on July 6, 2026, the City of Duluth Planning Commission held a public hearing duly noticed and voted to recommend approval of the text amendment (TA2026-006) as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on July 13, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post regarding the text amendments, and voted to approve the text amendment (TA2026-006) as set forth in the minutes of said meeting.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Duluth that the City of Duluth Unified Development Code is hereby amended as follows: Article 11 as attached hereto in Exhibit "A".

BE IT FURTHER ORDAINED that all documents that conflict with anything contained herein are hereby repealed.

ATTACHMENTS:

Exhibit "A": Proposed Text Amendments to the Unified Development Code
Exhibit "B": Public Hearing Advertisement/Public Notice

{Signatures on the Following Page}

IT IS SO ORDAINED this 13th day of July, 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson-Cummings, Post 5

Those council members voting in opposition: _____

_____

_____

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit "A"

Revision to Article 11 of the Unified Development Code

e. Final Plat Approval (TEXT BOX FOR PLATS CONTAINING DEDICATION OF PUBLIC INFRASTRUCTURE):

The Director of the Department of Planning and Development of the City of Duluth, Georgia, certifies that this plat complies with the Unified Development Code of the City of Duluth, as currently in effect, as well as all applicable conditions of zoning approval; and has been approved by all other affected governmental jurisdictions, agencies and departments, as applicable. The Director hereby accepts on behalf of the City of Duluth the dedication of all public rights-of-way and easements, storm drainage and other public facilities, and the Director hereby acknowledges acceptance of the public water and sewer lines and facilities by Gwinnett County. This plat is approved subject to the provisions and requirements of the Development Performance and Maintenance Agreement for this project dated _____, 20____, along with all associated sureties and warranties executed between the Owner and the City of Duluth.

DATED THIS_____DAY OF_____, 20_____.

_____
Director, Department of Planning and Development

f. Final Plat Approval (TEXT BOX FOR PLATS WITHOUT DEDICATION OF PUBLIC INFRASTRUCTURE):

The Director of the Department of Planning and Development of the City of Duluth, Georgia, certifies that this plat complies with the Unified Development Code, as amended, and has been approved by all other affected Governmental Jurisdiction, Agencies and Departments, as applicable. This plat is approved subject to the provisions and requirements of the development performance and maintenance agreement (if applicable) executed for this project between the owner and the City of Duluth and/or Gwinnett County.

DATED THIS _____DAY OF _____, 20_____.

_____
Director, Department of Planning and Development

Exhibit “B”

Public Notice Posted in the Gwinnett Daily Post 6/23/2026

GDP8491
gpn16
CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a Text Amendment initiated by City of Duluth, Case number TA2026-006. The Text Amendment is to amend Article 11 Procedures and permits within the UDC (Unified Development Code). The public is invited to attend this hearing before Mayor and Council on the proposed Text Amendment. The meeting date, place and time regarding this matter are as follows:

WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the Text Amendment, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
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In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodation is necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodation can be arranged.

6:28,2026

CITY OF DULUTH
Mayor & Council
Staff Report
July 13, 2026

CASE NUMBER:	TA2026-006
REQUEST:	Text Amendment to Article 11. Procedures and Permits Section 1115.03. Final Plat Specifications to include a Text Box for plats that do not require dedication of infrastructure to the City.
APPLICANT:	City of Duluth 3167 Main Street Duluth, GA 30097

Staff Recommendation:	**Approval**
Planning Commission Recommendation:	**Approval**

I. Background:

The Unified Development Code currently does not have a Title Block for a plat that does not dedicate public infrastructure to the City. Surveyors need a title block that reflects recombination plats, exemption plats, or any other plat that does not dedicate infrastructure to the City.

Standards for Code Amendments

The following four standards shall be considered when deciding on a code amendment:

1. Is the proposed amendment consistent with the purpose and intent of this Development Code as stated under Article 1?
2. Does the proposed amendment further or is it compatible with the purpose and intent of the Comprehensive Plan?
3. Is the proposed amendment required to adequately address new or changing conditions or to properly implement the Comprehensive Plan?
4. Does the proposed amendment reasonably promote the public health, safety, or general welfare?

II. Description of the Request:

1. *Attached is a redlined copy of the proposed update to Section 1115.03. Final Plat Specifications of the Unified Development Code.*

III. Exhibits

Exhibit "A": Redlined copy of the proposed update to Section 1115.03. Final Plat Specifications of the Unified Development Code.
Exhibit "B": Public Notice

II. Description of the Request

Exhibit "A"

e. Final Plat Approval (TEXT BOX FOR PLATS CONTAINING DEDICATION OF PUBLIC INFRASTRUCTURE):

The Director of the Department of Planning and Development of the City of Duluth, Georgia, certifies that this plat complies with the Unified Development Code of the City of Duluth, as currently in effect, as well as all applicable conditions of zoning approval; and has been approved by all other affected governmental jurisdictions, agencies and departments, as applicable. The Director hereby accepts on behalf of the City of Duluth the dedication of all public rights-of-way and easements, storm drainage and other public facilities, and the Director hereby acknowledges acceptance of the public water and sewer lines and facilities by Gwinnett County. This plat is approved subject to the provisions and requirements of the Development Performance and Maintenance Agreement for this project dated _____, 20____, along with all associated sureties and warranties executed between the Owner and the City of Duluth.

DATED THIS_____DAY OF_____, 20_____.

_____
Director, Department of Planning and Development

f. Final Plat Approval (TEXT BOX FOR PLATS WITHOUT DEDICATION OF PUBLIC INFRASTRUCTURE):

The Director of the Department of Planning and Development of the City of Duluth, Georgia, certifies that this plat complies with the Unified Development Code, as amended, and has been approved by all other affected Governmental Jurisdiction, Agencies and Departments, as applicable. This plat is approved subject to the provisions and requirements of the development performance and maintenance agreement (if applicable) executed for this project between the owner and the City of Duluth and/or Gwinnett County.

DATED THIS _____DAY OF _____, 20_____.

_____
Director, Department of Planning and Development

Exhibit "B"
Public Notice Posted in the Gwinnett Daily Post 6/23/2026

GDP8491
gpn16
CITY OF DULUTH
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a Text Amendment initiated by City of Duluth, Case number TA2026-006. The Text Amendment is to amend Article 11 Procedures and permits within the UDC (Unified Development Code). The public is invited to attend this hearing before Mayor and Council on the proposed Text Amendment. The meeting date, place and time regarding this matter are as follows:

WHEN:
July 13, 2026 - 6:00pm
WHERE:
City Hall Council Chambers
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the Text Amendment, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:
City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email:
Planning@duluthga.net

For more information, contact Planning & Development, at (770)476-1790.
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In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodation is necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodation can be arranged.
6:28,2026

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: TINA PARTRIDGE — Printed at 05/05/26 13:06 by tpart-tj

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Acct #: 238452 — Ad #: 553969 — Status: New WHOLD

DULUTH, CITY OF (LEGAL ADS)
3167 MAIN ST
DULUTH GA 30096

Start: 05/13/2026 — Stop: 05/27/2026
Times Ord: 2 — Times Run: ***
LEGLV 1.00 X 15.63 — Words: 700
Total LEGLV 15.63
Class: 9020 SERVICE/CONSTRUCTION BIDS
Rate: LEGL — Cost: 210.00
Ad Descrpt: GDP7258 BIDS
Descr Cont: GDP7258 GPN05 ADVERTISEME
Given by: JOHN GRACIA
P.O. #:
Created: tpart 05/05/26 12:54
Last Changed: tpart 05/05/26 13:05

Contact: DULUTHCITYOFLEGALADS
Phone: (770)476-1790
Fax#: (770)814-3008
Email: accountspayable@duluthga.net
Agency:

PUB	ZONE	EDT	TP	RUN DATES
GDP	A	95	S	05/13,27

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ _____

Name (print or type) — Name (signature)

(CONTINUED ON NEXT PAGE)

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION (CONTINUED)

Salesperson: TINA PARTRIDGE Printed at 05/05/26 13:06 by tpart-tj

---

Acct #: 238452 Ad #: 553969 Status: New WHOLD WHOL

GDP7258
gpn05
Advertisement for Bids Advertisement for Bids Woodehaven Driveway Replacement and Asphalt Paving The City of Duluth is accepting sealed bids from qualified contractors to provide all necessary labor, material and equipment necessary to perform concrete driveway removal, grading and subgrade preparation, unsuitable soil remediation as needed, graded aggregate base course installation, concrete driveway and curb & gutter installation. All work shall be in accordance with the specifications, the applicable drawings and subject to the terms and conditions of this contract.
The contract will include one concrete driveway project for the scope listed above. The full invitation to Bid available at www.dulutha.net under the heading Notices and RFPs.
All sealed bids will be received by the City of Duluth City Clerk, 3167 Main Street, Duluth, Georgia 30096, **until 1:45 P.M. local time on Thursday, June 25, 2026. Bids received after the stated time will not be accepted.** Bids will be opened publicly and read aloud on Thursday, June 25, 2026 at 2:00 P.M. on the second floor of Duluth City Hall, 3167 Main Street, Duluth GA 30096, in the Executive Conference Room. The bid envelope must be marked on the outside with the following information:
City of Duluth Bid 2026 Woodehaven Driveway Replacement and Asphalt Paving within City of Duluth Date and Hour of Bid Opening Company Name
Winning contractor will be required to provide an Eighteen month (18) warranty on all work completed.
Pre-Bid Conference will be held at Woodehaven at Chattahoochee Townhomes off of Peachtree Industrial Boulevard in Duluth, Georgia 30096, on Thursday, June 4, 2026 at 10:00 A.M. Use Darby Way, Duluth, Georgia 30096 in your map software, we will meet in the parking area near Darby Way.
Full invitation to Bid is available on the City of Duluth website, www.dulutha.net under the heading Notices and RFPs
Full invitation to Bid is also available for viewing at the Duluth Public Works Department, 2450 Main Street, Duluth, Georgia 30097.
Bid will be awarded based upon Base Bid.
Contract will be awarded, if at all, within sixty (60) calendar days after opening of the proposal.
Deadline for questions is **Friday, June 12, 2026 at 5 P.M.** Submit all questions to Adam Shelton, PE, of Keck & Wood at qabidding26@keckwood.com No phone calls will be accepted.
The selected contractor must be able to start work within ten (10) calendar days after the Notice to Proceed is issued. The time of completion for the project is sixty (60) calendar days from the date of the Notice to Proceed.
All bids shall be accompanied by a bid bond in favor of the City, in the amount of five percent (5%) of the total bid, (but not less than $5,000); such bid bond representing that the bidder, if awarded a contract, will promptly enter into a contract and furnish performance bond and payment bond as provided by law and approved by the attorney for the City. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Successful bidder will be required to meet insurance requirements. Performance and Payment bonds will be required upon acceptance of the proposal and contract submittal.
The Performance Bond shall be equal to one hundred percent (100%) of the contract amount. The Payment Bond shall be equal to one hundred ten percent (110%) of the contract amount.
Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to business in Georgia by the Georgia Insurance Department, listed in the Department of Treasurys Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond and performance bond must have an A.M. Best rating of A-5 or higher.**
Award will be made to the lowest responsible and responsive bidder. The City of Duluth reserves the right to reject any and all bids, to waive technicalities and to make an award as deemed in its best interest.
Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore the City will issue a written addendum to document each approved change. #ved change.
5/13,27,2026

9008 Citation

RESOLUTION ENTITLED: Declaration of Taking for a Condemnation Proceeding

ADOPTION DATE: APRIL 14, 2026

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman	Yes	Yes
Kirkland Carden, District I	Yes	Yes
Ben Ku, District 2	Yes	Yes
Jasper Watkins III, District 3	Yes	Yes
Matthew Holtkamp, District 4	Yes	Yes

On motion of Commissioner Ku and carried by a 5-0 vote, the Resolution entitled, Declaration of Taking for a Condemnation Proceeding, as set forth below, is hereby adopted:

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct Old Rockbridge Road Sidewalk as part of the Gwinnett County Road System of the State of Georgia, known and designated as Project F01559.1, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 75 Langley Drive, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the property, the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel to be acquired, the right of way and other rights as herein described and as listed below, shown of record as owned by the persons named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project.

Parcel Number: 2

0.093 acres of fee simple right of way

Owners: WSI Poppy Ridge, LLC, a Delaware limited liability company and EPC Holdings 1038 LLC, a Washington limited liability company

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This _____ day of April 2026.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY:NICOLE L. HENDRICKSON, CHAIRWOMAN
ATTEST:

BY:(SEAL)
TINA KING, COUNTY CLERK

APPROVED AS TO FORM:

BY:SENIOR ASSISTANT COUNTY ATTORNEY

EXHIBIT "A"
P. I. NO.:
PARCEL NO.:
COUNTY:
DATE OF R/W PLANS:
REVISION DATE:
F-1559-01
2
Gwinnett
April 30, 2025
June 24, 2025
All that tract or parcel of land lying and being in Land Lot 244 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 9.88 feet left of and opposite Station 22+67.99 on the construction centerline of Old Rockbridge Rd on Georgia Highway Project No. F-1559-01; running thence N 60°19'07.1" E a distance of 10.12 feet to a point 20.00 feet left of and opposite station 22+67.98 on said construction centerline laid out for Old Rockbridge Rd; thence S 30°29'22.9" E a distance of 56.69 feet to a point 20.00 feet left of and opposite station 23+25.00 on said construction centerline laid out for Old Rockbridge Rd; thence S 30°05'40.7" E a distance of 74.98 feet to a point 20.00 feet left of and opposite station 24+00.00 on said construction centerline laid out for Old Rockbridge Rd; thence S 31°10'15.5" E a distance of 183.47 feet to a point 20.00 feet left of and opposite station 25+83.72 on said construction centerline laid out for Old Rockbridge Rd; thence S 60°08'10.4" W a distance of 16.62 feet to a point 3.38 feet left of and opposite station 25+83.30 on said construction centerline laid out for Old Rockbridge Rd; thence N 29°36'35.8" W a distance of 315.13 feet back to the point of beginning.
Containing 0.093 acres more or less (4,036.26 square feet).
5:6,13,2026

GDP7206
gpn12
APPENDIX A TO EXHIBIT A

GWINNETT COUNTY

BOARD OF COMMISSIONERS

LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Declaration of Taking for a Condemnation Proceeding

ADOPTION DATE: APRIL 14, 2026

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman	Yes	Yes
Kirkland Carden, District I	Yes	Yes
Ben Ku, District 2	Yes	Yes
Jasper Watkins III, District 3	Yes	Yes
Matthew Holtkamp, District 4	Yes	Yes

On motion of Commissioner Ku and carried by a 5-0 vote, the Resolution entitled, Declaration of Taking for a Condemnation Proceeding, as set forth below, is hereby adopted:

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct Old Rockbridge Road Sidewalk as part of the Gwinnett County Road System of the State of Georgia, known and designated as Project F01559.1, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 75 Langley Drive, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the property, the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel to be acquired, the right of way and other rights as herein described and as listed below, shown of record as owned by the persons named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project.

Parcel Number: 1

0.160 acres of fee simple right of way
0.043 acres of permanent construction easement

Owners: Huntington Ridge 2016 LLC and Wilmington Trust, National Association, as Trustee, on behalf of the Registered Holders of CSAIL 2016-C7 Commercial Mortgage Trust

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This _____ day of April 2026.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY:NICOLE L. HENDRICKSON, CHAIRWOMAN
ATTEST:

BY:(SEAL)
TINA KING,
COUNTY CLERK

APPROVED AS TO FORM:

BY:SENIOR ASSISTANT COUNTY ATTORNEY

EXHIBIT "A"
P. I. NO.:
PARCEL NO.:
COUNTY:
DATE OF R/W PLANS:
REVISION DATE:
F-1559-01
1
Gwinnett
April 30, 2025
June 24, 2025
REQUIRED
RIGHT OF WAY
All that tract or parcel of land lying and being in Land Lot 244 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 11.15 feet left of and opposite Station 15+71.56 on the construction centerline of Old Rockbridge Rd on Georgia Highway Project No. F-1559-01; running thence N 59°22'29.3" E a distance of 8.87 feet to a point 20.00 feet left of and opposite station 15+70.95 on said construction centerline laid out for Old Rockbridge Rd; thence S 30°13'46.5" E a distance of 77.69 feet to a point 20.00 feet left of and opposite station 16+50.00 on said construction centerline laid out for Old Rockbridge Rd; thence S 30°17'22.6" E a distance of 132.27 feet to a point 20.00 feet left of and opposite station 17+82.00 on said construction centerline laid out for Old Rockbridge Rd; thence S 29°39'38.5" E a distance of 318.15 feet to a point 20.00 feet left of and opposite station 21+00.00 on said construction centerline laid out for Old Rockbridge Rd; thence S 29°49'18.2" E a distance of 49.67 feet to a point 20.00 feet left of and opposite station 21+50.00 on said construction centerline laid out for Old Rockbridge Rd; thence S 29°55'36.4" E a distance of 118.21 feet to a point 20.00 feet left of and opposite station 22+67.98 on said construction centerline laid out for Old Rockbridge Rd; thence S 60°19'07.1" W a distance of 10.12 feet to a point 9.88 feet left of and opposite station 22+67.99 on said construction centerline laid out for Old Rockbridge Rd; thence N 29°47'52.7" W a distance of 695.84 feet back to the point of beginning.
Containing 0.160 acres more or less (6,955.48 square feet).
5:13,20,2026

9010 Alcoholic Beverages

GDP6787
gpn02
Notice of Alcoholic Beverage License Request
An application for an alcohol beverage permit to serve beer, wine and distilled spirits has been filed with the City of Norcross, Georgia by the following party at the following location to wit:
Applicant/Owner: Babubhai Panjwani
Registered Agent: Mehboob Akber
Business Name: Jalisco 5770 LLC
Location: 5770 BrookHollow Pkwy Norcross, GA 30071
4/22,26,29,5/3,6,10,13,17, 20,24,2026

GDP6903
gpn02

April 22 2026

Pursuant to the City of Buford Alcoholic Beverage Ordinance of 1995, please be advised that Digneshkumar Patel & Jitendra Patel have applied for a license to sell beer & wine in original packages at **Shree Ram 2026 LLC** located at 4545 S Lee Ste , Buford, GA 30518. The City of Buford shall take public comments on such application until May 13th at which time the City Manager will determine whether to issue the requested license.

This 6th day of May 2026
City of Buford, Ga
A Ga. Municipal Corp.

5/6,13,2026

GDP6933
gpn02
April 23 2026

Pursuant to the City of Buford Alcoholic Beverage Ordinance of 1995, please be advised that Numan Mejia Orellana has applied for a license to sell beer, wine & distilled spirits by the drink at El Picante Restaurant located at 4195 S Lee Ste E, Buford, GA 30518. The City of Buford shall take public comments on such application until May 13th at which time the City Manager will determine whether to issue the requested license.

This 6th day of May 2026
City of Buford, Ga
A Ga. Municipal Corp.
5:6,13,2026

GDP7102
gpn02
CITY OF SNELLVILLE NOTICE OF ALCOHOLIC BEVERAGE LICENSE APPLICATION

In accordance with Sec. 6-36 Article II Chapter 6 of the City Code of Ordinances for the City of Snellville, Georgia, an application for an alcoholic beverage license to add distilled spirits to the alcohol license for beer and wine for consumption on the premises, including Sunday sales, has been filed with the City of Snellville, Georgia by THAI DELIGHT GRAYSON, LLC (d/b/a THAI DELIGHT KITCHEN & SUSHI BAR) located in the Cooper Village Shopping Center, 1142 Athens Highway, Suite 115, Grayson, Georgia 30017. The application is available for review and public comment until 12:00 p.m. (Noon) May 14, 2026 at Snellville City Hall, Department of Planning and Development, 2342 Oak Road, 2nd Floor, Snellville, Georgia 30078.
5:6,13,2026

GDP7171
gpn02
NOTICE OF ALCOHOLIC BEVERAGE LICENSE REQUEST
An application for an alcohol beverage license to serve beer, wine and distilled spirits has been filed with the City of Norcross, GA by the following location, to wit:
APPLICANT/OWNER:
Biridiana Arlen Macias
REGISTERED AGENT:
Biridiana Arlen Macias
BUSINESS NAME:
BMB Event Hall
LOCATION:
2077 Beaver Ruin Road, Suite #190
Norcross, Georgia 30071
5:6,10,13,17,20,24,27,31;6:3,7,2026

GDP7356
gpn02
AN APPLICATION HAS BEEN FILED ON MAY 1, 2026, WITH THE CLERK OF THE CITY OF LAWRENCEVILLE FOR A LICENSE TO SELL ALCOHOL, BEER AND WINE BY THE FOLLOWING APPLICANT AT THE FOLLOWING LOCATION, TO WIT:

APPLICANT/OWNER:
NORTHPOINTE HOSPITALITY MANAGEMENT AND DEVELOPMENT LLC
REGISTERED AGENT:
TIMOTHY L. ROSS
BUSINESS NAME:
THE LAWRENCE HOTEL
LOCATION:
120 E CROGAN STREET,
LOGANVILLE, GA 30046

A DECISION ON WHETHER OR NOT TO GRANT OR DENY SUCH A LICENSE WILL BE MADE BY THE CLERK OF THE CITY OF LAWRENCEVILLE NO LATER THAN THIRTY (30) DAYS FROM THE DATE THE FILED APPLICATION IS DETERMINED TO BE COMPLETE. MEMBERS OF THE PUBLIC ARE INVITED TO NOTE ANY OBJECTIONS, IN WRITING, THAT THEY MAY HAVE TO THE GRANTING OF SUCH LICENSE BY FILING SAID WRITTEN OBJECTIONS WITH THE CLERK OF THE CITY OF LAWRENCEVILLE.
5:13,20,2026

GDP7363
gpn02
Notice of Alcoholic Beverage License Request
An application for an alcoholic beverage license to serve beer, wine and distilled spirits has been filed with the City of Suwanee, Georgia by the following party at the following location, to wit:
Applicant: Bellupkapil, Srikar
Business Name: Crossroads Cuisine LLC, dba Mehak Indian Kitchen & Bar
Address: 1039 Peachtree Industrial BLVD STE A122
Suwanee, GA 30024
A public hearing will be held at Suwanee City Hall on Tuesday, May 26th, 2026, at 6:30 PM. Suwanee City Hall is located at 330 Town Center Avenue, Suwanee, GA. All those who have an interest in this application or wish to be heard should be present at this hearing.
5:13,20,2026

9020 Service/Construction Bids

GDP6823
gpn05
Advertisement for Bids
PTC 25 07 Technology Parkway AV Lane Reconfiguration
Separate sealed Bids for the construction of PTC 25-07 Technology Parkway AV Lane Reconfiguration will be received by the City of Peachtree Corners, Georgia at Peachtree Corners City Hall located at 310 Technology Parkway, Peachtree Corners, Georgia 30092 until May 19, 2026, 2:00 P.M. local time, and then at said office publicly opened and read aloud. The project consists of roadway reconfiguration with asphalt milling, paving, roadway striping, roadway signage, landscaped medians, curb & gutter, and ADA sidewalk ramps.
For more information visit the citys website at: https://www.peachtreecornersga.gov/bids.aspx?bidID=47
4:22,26,29;5;3,6,10,13,17,20 26

GDP7211
gpn05
INVITATION FOR BIDS SALE OF SURPLUS PROPERTY

The Georgia Department of Transportation through its agent, Primacq Group, Inc. will receive bids for the purchase of a 3.182-acre tract on Highway 20 near Ozora Road in Gwinnett County, Georgia. Identified as PM 4761. Appraised Value is $477,300.00. Minimum acceptable bid is $405,705.00.

Bids will be received after May 14, 2026, until the Close of Business on May 27, 2026. Bids must be submitted on a Bid Proposal Form issued by Georgia Department of Transportation and available only through Primacq Group, Inc., For more information or to obtain a Plat and Bid Package contact Thomas H. Terrell, Jr. at 770-757-7115 or tommy.terrell@primacq.com and refer to PM-4761. The Department of Transportation reserves the right to reject any or all bids.

All bids should be turned into Primacq Group, Inc. by close of Business 5pm on May 27, 2026.
5:6,13,2026

GDP6823
gpn05
Advertisement for Bids PTC 21-14 Peachtree Corners Circle Roundabout
Separate sealed Bids for the construction of PTC 21-14 Peachtree Corners Circle Roundabout will be received by the City of Peachtree Corners, Georgia at Peachtree Corners City Hall located at 310 Technology Parkway, Peachtree Corners, Georgia 30092 **until June 10, 2026, 2:00 P.M.** local time, and then at said office publicly opened and read aloud. This project consists of pedestrian, roadway, and intersection improvements along Peachtree Corners Circle in Peachtree Corners, Georgia. Improvements including full depth asphalt pavement, milling and inlay, concrete curb and gutter, concrete median, concrete sidewalk, signing, pavement marking, storm drainage improvements, traffic signal modification, and grading.
For more information visit the citys website at: https://www.peachtreecornersga.gov/Bids.aspx?BidID=48

5/10,13,17,20,24,27,31,6/3,7, 10,2026

GDP7258
gpn05
Advertisement for Bids Advertisement for Bids Woodehaven Driveway Replacement and Asphalt Paving The City of Duluth is accepting sealed bids from qualified contractors to provide all necessary labor, material and equipment necessary to perform concrete driveway removal, grading and subgrade preparation, unsuitable soil remediation as needed, graded aggregate base course installation, concrete driveway and curb & gutter installation. All work shall be in accordance with the specifications, the applicable drawings and subject to the terms and conditions of this contract.
The contract will include one concrete driveway project for the scope listed above. The full Invitation to Bid available at www.duluthga.net under the heading Notices and RFPs.
All sealed bids will be received by the City of Duluth City Clerk, 3167 Main Street, Duluth, Georgia 30096, **until 1:45 P.M. local time on Thursday, June 25, 2026. Bids received after the stated time will not be accepted.** Bids will be opened publicly and read aloud on Thursday, June 25, 2026 at 2:00 P.M. on the second floor of Duluth City Hall, 3167 Main Street, Duluth GA 30096, in the Executive Conference Room. The bid envelope must be marked on the outside with the following information:
City of Duluth Bid 2026 Woodehaven Driveway Replacement and Asphalt Paving within City of Duluth Date and Hour of Bid Opening Company Name
Winning contractor will be required to provide an Eighteen month (18) warranty on all work completed.
Pre-Bid Conference will be held at Woodehaven at Chattahoochee Townhomes off of Peachtree Industrial Boulevard in Duluth, Georgia 30096, on Thursday, June 4, 2026 at 10:00 A.M. Use Darby Way, Duluth, Georgia 30096 in your map software, we will meet in the parking area near Darby Way.
Full Invitation to Bid is available on the City of Duluth website, www.duluthga.net under the heading Notices and RFPs
Full Invitation to Bid is also available for viewing at the Duluth Public Works Department, 2450 Main Street, Duluth, Georgia 30097.
Bid will be awarded based upon Base Bid.
Contract will be awarded, if at all, within sixty (60) calendar days after opening of the proposal.
Deadline for questions is **Friday, June 12, 2026 at 5 P.M.** Submit all questions to Adam Shelton, PE, of Keck & Wood at gabidding26@keckwood.com No phone calls will be accepted.
The selected contractor must be able to start work within ten (10) calendar days after the Notice to Proceed is issued. The time of completion for the project is sixty (60) calendar days from the date of the Notice to Proceed.
All bids shall be accompanied by a bid bond in favor of the City, in the amount of five percent (5%) of the total bid, (but not less than $5,000); such bid bond representing that the bidder, if awarded a contract, will promptly enter into a contract and furnish performance bond and payment bond as provided by law and approved by the attorney for the City. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.**
Successful bidder will be required to meet insurance requirements. Performance and Payment bonds will be required upon acceptance of the proposal and contract submittal.
The Performance Bond shall be equal to one hundred percent (100%) of the contract amount. The Payment Bond shall be equal to one hundred ten percent (110%) of the contract amount.
Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to business in Georgia by the Georgia Insurance Department, listed in the Department of Treasurys Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond and performance bond must have an A.M. Best rating of A-5 or higher.**
Award will be made to the lowest responsible and responsive bidder. The City of Duluth reserves the right to reject any and all bids, to waive technicalities and to make an award as deemed in its best interest.
Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore the City will issue a written addendum to document each approved change. #ved change.
5/13,27,2026

GDP7284
gpn05
#PURCH0513
ADVERTISEMENTS FOR BIDS NOTICE
In an effort to better serve the Citizens and Supplier Community and to increase competition, information regarding Gwinnett County solicitations is available from the following sources: Gwinnett Daily Post (Newspaper), Gwinnett County Web Site www.GwinnettCounty.com, and the Solicitation Center located at the Gwinnett Justice and Administration Center, Purchasing Division, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046.
BID NUMBER
DESCRIPTION
OPENING DATE
OPENING TIME

BL083-26
Harbins Park Multipurpose Field Turf Replacement
June 4, 2026
3:00 P.M.

BL055-26
Purchase of Public Safety Uniforms on an Annual Contract
May 15, 2026
3:00 P.M.

BL087-26
South Rockbridge Road Pedestrian Improvement Projects
June 4, 2026
3:00 P.M.

RP019-26
Provision of a Retiree Medicare Advantage Plan on an Annual Contract
June 8, 2026
3:00 P.M.

BL081-26
Cannonwolde Drive Water Main Replacement
June 29, 2026
3:00 P.M.

RP016-26
Consultant Demand Services on an Annual Contract
July 29, 2026
3:00 P.M.

For more Information, please call (770) 822-8720 or visit www.GwinnettCounty.com
Gwinnett County Board of Commissioners

5/13,2026

GDP7293
gpn05
Request for Qualifications
RFQ 26-01 LMIG 2026
The City invites you to submit a Qualifications Based Proposal from your firm that clearly presents your experience, expertise and professional capabilities on a project of this nature. The City of Peachtree Corners will receive sealed proposals by **June 8, 2026, 4:00 PM EDT,** for the above reference project. The project generally consists of the design and construction administration of sidewalks along Courtside Drive, Engineering Drive, and a roadway reconfiguration of Northwoods Parkway.
For more information visit the citys website at: https://www.peachtreecornersga.gov/bids.aspx?bidID=49

5/10,13,17,20,24,27,31,6/3,7, 2026

GDP7319
gpn05
REQUEST FOR BID #COS20260513 ANNUAL CONTRACT FOR CHRISTMAS DECORATION SERVICES FOR THE CITY OF SNELLVILLE

May 13, 2026

The City of Snellville (City) is soliciting competitive sealed bids from qualified vendors for the ANNUAL CONTRACT FOR CHRISTMAS DECORATION SERVICES for the City of Snellville, Georgia. Sealed bids will be received by the City of Snellville Administration Department, 2342 Oak Road, Snellville, Georgia 30078 until 10:00 A.M. local time of June 11, 2026 and then opened publicly at 10:05 A.M. Any bid received after 10:00 A.M. will not be accepted and will be returned unopened to the bidder. The bid envelope must be plainly marked on the outside with the Bid number, name of Bidder, and date and time of opening. The work to be performed by the service provider consists of utilizing existing inventory of decorations and/or lights (Decorations) existing design features and the lease and installation of new or replacement decorations as needed. Bids, in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stated that said corporation is authorized to do business in the State of Georgia. No Bidder may withdraw his Bid within sixty (60) days after the actual date of opening. The City reserves the right to waive any informality and any technicalities, and to reject any or all proposals if it is deemed to be in the best interest of the City to do so. The written bid documents supersede any verbal or written prior communications between any parties. Bid documents may be obtained from Snellville City Hall, 2342 Oak Road, Snellville, Georgia or online at www.snellville.gov. Questions concerning this solicitation must be directed to Melisa Arnold via email at marnold@snellville.gov no later than close of business on June 5, 2026. Any responses to questions will be in writing only and posted online at www.snellville.gov.

Sincerely,

CITY OF SNELLVILLE, GEORGIA

Melisa Arnold
City Clerk/
Administrative Manager
City of Snellville
5:13,2026

9025 Debtors and Creditors

Gdp6784
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **RANDY PAUL HOBBS,** late of GWINNETT County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.
This 22 day of April, 2026
BRIAN HUGHES
538 PATTERSON RD
LAWRENCEVILLE, GA 30044
4/22,29,5/6,13,2026

GDP6469
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Nga Van Huynh late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 22nd day of April, 2026.
Hoa Ngoc Pham
4411 Bryant Dr. SW
Lilburn, GA 30047
4:22,29;5:6,13,2026

GDP6470
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Meredith Allison Lorentz late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 22nd day of April, 2026.
Shannon Lorentz
3355 Kates Way
Duluth, GA 30097
4:22,29;5:6,13,2026

GDP6520
gpn07
Notice to Debtors and Creditors
All creditors of the estate of William Henry Fletcher late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
This 22nd day of April, 2026
Name: Laurie Fletcher Wood a/k/a Laurie Fletcher & Georganne Fletcher Honeyc
Title: Executor
Address: 1231 Chadwick Point Dr Lawrenceville, GA 30043
4:22,29;5:6,13,2026

GDP6526
gpn07
Notice to Debtors and Creditors
All creditors of the estate of Ruth M. Harris late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
This 22nd day of April, 2026
Name: Janice L. Jerkins
Title: Executor
Address: 5331 Moon Road, Powder Springs, GA 30127
4:22,29;5:6,13,2026

GDP6669
GPN07
Notice to Debtors and Creditors
All creditors of the estate of **Bennie Whitfield Jones, Jr.** late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
This 13th day of April, 2026
Name: Peter F. Thompson c/o Cassandra F. Ceron, Esq.
Title: Executor
Address: P.O. Box 500061, Atlanta, GA 31150
4/22,29,5/6,13,2026

GDP6681
gpn07
NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF GWINNETT
All creditors of the Estate of Shaukat Ali, deceased, late of Gwinnett County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to me.
This 13th day of April, 2026.
J. Enrique Morales
Attorney to the Administrator of the Estate of Shaukat Ali, Deceased
Adam Ali
236 South Racine Avenue Unit 603
Chicago, IL 60607
4:22,29;5:6,13,2026

GDP6683
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the estate of Jack OKelley Baggett, Jr. late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
April 13, 2026.
/s/ J. Michael Levengood
John Michael Levengood
Law Office of J. Michael Levengood, LLC
150 S. Perry St., Suite 208
Lawrenceville, GA 30046
Counsel for Judy Otwell Baggett, Peggy Lu McCleskey, and Mary Jill Baggett Jackson, Co-Executors of the Estate of Jack OKelley Baggett
4:22,29;5:6,13,2026

GDP6687
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Amy Katheryn Wood late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 22nd day of April, 2026.
Thomas Wood Jr
Executor
310 W Ridge Drive
Canton, GA 3011
4:22,29;5:6,13,2026

GDP6688
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Lillie Mae Lastinger late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 13th day of April, 2026.
Vincent Merino
Attorney
375 Parkway 575
Unit 100
Woodstock, GA 30188
4:22,29;5:6,13,2026

GDP6690
gpn07
STATE OF GEORGIA GWINNETT COUNTY NOTICE TO DEBTORS AND CREDITORS
RE: Estate of Michael Fredrick Loy
All creditors of the Estate of Michael Fredrick Loy Deceased, late of Gwinnett County, Georgia, are hereby notified to render their demands and payments to the appointed Administrator of the estate, according to law, and all persons indebted to said estate are required to make immediate payment to the appointed Administrator:
Robyn Knott
40 Westwood Dr.
Carrollton, GA 30117
This the 13th day of April, 2026.
By: Gwinnett County Probate Court
75 Langley Drive
Lawrenceville, GA 30046
Ph: (770) 822-8350
4:22,29;5:6,13,2026

Gdp6721
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **KENNETH VICTOR HOOK,** late of GWINNETT County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.
This 22 day of April, 2026
DAPHNE MICHELLE BARRON, EXECUTRIX,
c/0 Hume, Jaacks & Associates
102 BUFORD DAM RD, STE A
CUMMING, GA 30040
4/22,29,5/6,13,2026

GDP6730
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Dorothy Ann Clark late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 14th day of April, 2026.
Amanda Ascencao
3801 Lake Carlton Rd
Loganville, GA 30052
4:22,29;5:6,13,2026

Gdp6737
gpn07
Notice to Debtors and Creditors
All creditors of the estate of **Lorraine Eccleston Dalbo** late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
This 14th day of April, 2026
Name: David Emil Dalbo and Deborah Dalbo Terry
Title: Executors
Address: 2701 Creekside Wilderness, Clarkesville, GA 30523
4/29,5/6,13,20,2026

Gdp6738
gpn07
Notice to Debtors and Creditors
All creditors of the estate of **Francis Joseph Torres** late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
This 14th day of April, 2026
Name: Karen Cruice Torres
Title: Administrator
Address: 552 Cascade Drive SW Lilburn, GA 30047
4/29,5/6,13,20,2026

GDP6740
gpn07
Notice to Debtors and Creditors
All creditors of the estate of Ronald Yale Zell late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
This 29th day of April, 2026
Name: Lillian F. Zell
Title: Executor
Address: 102 Little Ridge Road, Berkeley Lake, Georgia 30096
4:29;5:6,13,20,2026

GDP6781
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Neil William Johnson late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 16th day of April, 2026.
Jeffrey D. Johnson
549 Tiffany Anne Ct
Lawrenceville, GA 30043
4:22,29;5:6,13,2026

Gdp6784
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **James Andrew Bridges,** late of GWINNETT County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.
This 7th day of April, 2026
Sarah Bridges Copeland, Administratrix
4232 Willow Walk
Lilburn, GA 30047
4/22,29,5/6,13,2026

Gdp6786
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **NORMAN DOUGLAS BROWN,** late of GWINNETT County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.
This 22 day of April, 2026
Kimberley Dawn Brown, Executrix
Jerome C. Ware, Attorney at Law,
305 Lawrence Street,
P.O. Box 3412,
Marietta, GA 30061
4/22,29,5/6,13,2026

GDP6821
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of GLENN EARL DENTON, late of Gwinnett County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
This 22nd day of April, 2026.
Samuel A. Onyegam, Esq
907 Emory Street, Suite 66
Oxford, GA 30054
4:22,29;5:6,13,2026

GDP6824
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Mejib Ali late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 22nd day of April, 2026.
Laura Walsh
P.O. Box 216
Lawrenceville, GA 30046
4:22,29;5:6,13,2026

GDP6830
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Robert Albert Doherty, Jr late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 22nd day of April, 2026.
Heather Doherty Saragusa
6735 Grand Magnolia Drive
Sugar Hill, GA 30518
4:22,29;5:6,13,2026

GDP6832
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **DIANA IRENE O'CONNELL** late of Gwinnett County, deceased are hereby notified to render in their demands to the undersigned according to law. and all persons indebted to said Estate are required to come forth and make immediate payment.
This the 3rd day of April. 2026 .
Donald DiPaulo – Administrator
4992 Union Church Rd.
Flowery Branch, GA 30542
4:22,29;5:6,13,2026

GDP6833
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Irma Faye Poss late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 18th day of April, 2026.
Robin Payne
Executrix
Phil Payne
Executor
2767 Centerville Rosebud Road
Snellville, GA 30039
4:29;5:6,13,20,2026

GDP6834
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Daniel Vernon Murphy late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 22nd day of April, 2026.
Sharon Murphy
3819 Song River Circle
Duluth, GA 30097
4:22,29;5:6,13,2026

GDP6863
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Alan Jevon Morgan late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 29th day of April, 2026.
Aaliyah Nevaeh Morgan
6170 Hillandale Dr
Apt 907
Lithonia, GA 30058
4:29;5:6,13,20,2026

GDP6864
gpn07
Notice to Debtors and Creditors
All creditors of the estate of Rosalia Reyna Ebner late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.
This 20th day of April, 2026
Name: Luis Alejandro Colin Barrera
Title: Administrator
Address: 5002 Riverthur Ct, Peachtree Corners, GA 30096
4:29;5:6,13,20,2026

GDP6880
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Charles Randall Pettus, Sr. late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 29th day of April, 2026.
Warren Martin Pettus
Executor
c/o John A. Medina, Esq., Kenney & Medina, P.C., 593 Main Street
Suwanee, GA 30024
4:29;5:6,13,20,2026

GDP6881
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Mary Lou Rizner late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 26th day of April, 2026.
Stacy Bishop
2005 Woods River Lane
Duluth, GA 30097
4:29;5:6,13,20,2026

GDP6887
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Frances Ann Rochester late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 29th day of April, 2026.
Carla Rochester Payne
Administrator with Will Annexed
c/o The Beck Law Firm, LLC, 2090 Sugarloaf Pkwy, Ste 135
Lawrenceville, GA 30045
4:29;5:6,13,20,2026

Gdp6900
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **MICHEALLA EFEMENA AGHAGBA,** late of GWINNETT County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment.
This 29 day of April, 2026
BENSON U. AGHAGBA
C/O ANI A. OLUKU, Esq.
1755 The Exchange SE
Suite 130
Atlanta, GA 30339
4/29,5/6,13,27,2026

GDP6912
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Modine E. Pequignot late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 14th day of April, 2026.
Clair Pequignot
4010 Rock Hollow Dr
Loganville, GA 30052
4:29;5:6,13,20,2026

GDP6913
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of BETTY ANN CLARK, late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 15th day of April, 2026.
Sharon L. Benton,
Executor,
5200 Peachtree Rd, Apt 3313
Atlanta, GA 30341
4:29;5:6,13,20,2026

GDP6914
gpn07
STATE OF GEORGIA GWINNETT COUNTY
25-E-001593
NOTICE TO DEBTORS AND CREDITORS
RE: ESTATE OF JOYCE ESTLENE MARTIN

All creditors of the Estate of JOYCE ESTLENE MARTIN, Deceased, late of Gwinnett County Georgia, are hereby notified to render their demands and payments to the Personal Representative(s) of the Estate, according to law, and all persons indebted to said estate are required to make immediate payment to the Personal Representative(s).

This 22nd day of April, 2026.
KELLY MARTIN, EXECUTOR
Estate of Joyce Estlene Martin
249 Matthews School Road
Winder, Georgia 30680

Stanton E. Porter
Attorney for Executor
STANTON PORTER LAW, LLC
73 Church Street
P.O. Box 88
Winder, Georgia 30680
470-997-2010
4:29;5:6,13,20,2026

GDP6949
gpn07
NOTICE TO DEBTORS AND CREDITORS
All Creditors of the Estate of Robert Michael Hereford late of Gwinnett County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payment.
This 23rd day of April, 2026.
Christopher Ryan Hereford
Executor
1925 Rockside Lane
Snellville, GA 30078
4:29;5:6,13,20,2026

Gdp6988
gpn07
GEORGIA, GWINNETT COUNTY
NOTICE TO DEBTORS AND CREDITORS
All creditors of the ESTATE OF **ELEANOR TALTON CALDWELL,** late of GWINNETT County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payments.
Date: April 23, 2026
KEITH JONES CALDWELL,
ADMINISTRATOR ESTATE OF ELEANOR TALTON CALDWELL
78 Glenleigh Court
Suwanee, Georgia 30024
4/29,5/6,13,20,27,6/3,2026

Gdp6989
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the ESTATE OF **EVELYN RUTH CRABB** late of Gwinnett County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payments.
Date: April 23, 2026

9008 Citation

tial for the construction of said project.

Parcel Number: 4

1,445.74 square feet of fee simple right of way
2,025.95 square feet of permanent construction and utilities easement
875.69 square feet of 12-month temporary construction and driveway easement

Owner: Nova Group, LLC

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This ___ day of April 2026.

Gwinnett County Board of Commissioners

By:NICOLE L. HENDRICKSON, chairwoman

Attest:

By:(Seal)
Tina King, County Clerk
Approved As To Form:

By:
Senior Assistant County Attorney

EXHIBIT "A"
REQUIRED RIGHT OF WAY- AREA 1
All that tract or parcel of land lying and being in Land Lot 199 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 45.85 feet left of and opposite Station 121+95.40 on the construction centerline of INDIAN TRAIL - LILBURN RD CL on Georgia Highway Project No. F-1083-03; running thence S 53°52'06.8" E a distance of 106.15 feet to a point 44.35 feet left of and opposite station 123+01.54 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 53° 43'54.6" E a distance of 22.94 feet to a point 43.97 feet left of and opposite station 123+24.48 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 53°35'09.0" E a distance of 23.49 feet to a point 43.52 feet left of and opposite station 123+47.97 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 63°53'41.0" E a distance of 45.80 feet to a point 50.86 feet left of and opposite station 123+93.18 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 54°26'12.7" E a distance of 35.56 feet to a point 50.71 feet left of and opposite station 124+28.73 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 35°42'32.5" W a distance of 10.57 feet to a point 40.14 feet left of and opposite station 124+28.66 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 54°28'30.5" W a distance of 118.01 feet to a point 40.56 feet left of and opposite station 123+10.65 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 54°29'01.3" W a distance of 115.26 feet to a point 40.95 feet left of and opposite station 121+95.40 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 35°24'15.3" E a distance of 4.90 feet back to the point of beginning.
Containing 0.030 acres more or less (1,304.98 square feet).
EXHIBIT "A"
REQUIRED RIGHT OF WAY- AREA 2
All that tract or parcel of land lying and being in Land Lot 199 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 50.85 feet left of and opposite Station 126+30.41 on the construction centerline of INDIAN TRAIL - LILBURN RD CL on Georgia Highway Project No. F-1083-03; running thence N 70°37'07.2" E a distance of 24.48 feet to a point 70.88 feet left of and opposite station 126+44.42 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 35°22'50.5" W a distance of 18.23 feet to a point 52.65 feet left of and opposite station 126+44.46 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 47°44'02.6" W a distance of 1.78 feet to a point 50.90 feet left of and opposite station 126+44.09 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 54°42'42.8" W a distance of 13.75 feet back to the point of beginning.
Containing 0.003 acres more or less (140.76 square feet).
EXHIBIT "A"
PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SLOPES AND UTILITIES- AREA 1
All that tract or parcel of land lying and being in Land Lot 199 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 52.78 feet left of and opposite Station 121+95.42 on the construction centerline of INDIAN TRAIL - LILBURN RD CL on Georgia Highway Project No. F-1083-03; running thence S 57°14'27.3" E a distance of 12.47 feet to a point 53.34 feet left of and opposite station 122+07.88 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 42° 37'43.5" E a distance of 11.99 feet to a point 50.84 feet left of and opposite station 122+19.61 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 54°29'52.5" E a distance of 42.42 feet to a point 50.70 feet left of and opposite station 122+62.02 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 54°29'45.9" E a distance of 88.94 feet to a point 50.42 feet left of and opposite station 123+50.97 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 54°23'38.1" E a distance of 27.06 feet to a point 50.29 feet left of and opposite station 123+78.02 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 56°50'12.5" E a distance of 15.16 feet to a point 50.86 feet left of and opposite station 123+93.18 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 63°53'41.0" W a distance of 45.80 feet to a point 43.52 feet left of and opposite station 123+47.97 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 53°52'02.2" W a distance of 18.30 feet to a point 43.78 feet left of and opposite station 123+29.66 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 52°35'33.8" W a distance of 5.19 feet to a point 43.97 feet left of and opposite station 123+24.48 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 51°58'18.4" W a distance of 1.56 feet to a point 44.04 feet left of and opposite station 123+22.92 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 53°51'37.8" W a distance of 21.38 feet to a point 44.35 feet left of and opposite station 123+01.54 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 53°52'10.6" W a distance of 50.76 feet to a point 45.07 feet left of and opposite station 122+50.79 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 53°52'03.3" W a distance of 55.39 feet to a point 45.85 feet left of and opposite station 121+95.40 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 35°26'52.8" E a distance of 6.93 feet back to the point of beginning.
Containing 0.025 acres more or less (1,092.19 square feet).
EXHIBIT "A"
PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SLOPES AND UTILITIES- AREA 2
All that tract or parcel of land lying and being in Land Lot 199 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 50.74 feet left of and opposite Station 124+38.39 on the construction centerline of INDIAN TRAIL - LILBURN RD CL on Georgia Highway Project No. F-1083-03; running thence N 35°14'58.2" E a distance of 5.10 feet to a point 55.84 feet left of and opposite station 124+38.39 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 54°22'27.6" E a distance of 191.51 feet to a point 54.84 feet left of and opposite station 126+29.78 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 72°04'15.7" E a distance of 24.83 feet to a point 74.78 feet left of and opposite station 126+44.48 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 36°25'44.1" W a distance of 3.90 feet to a point 70.88 feet left of and opposite station 126+44.42 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 70°37'07.2" W a distance of 24.48 feet to a point 50.85 feet left of and opposite station 126+30.41 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 54°42'23.2" W a distance of 192.13 feet back to the point of beginning.
Containing 0.021 acres more or less (933.76 square feet).
EXHIBIT "A"
TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVES
All that tract or parcel of land lying and being in Land Lot 199 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 70.25 feet left of and opposite Station 123+93.10 on the construction centerline of INDIAN TRAIL - LILBURN RD CL on Georgia Highway Project No. F-1083-03; running thence S 54°40'02.0" E a distance of 45.29 feet to a point 70.24 feet left of and opposite station 124+38.39 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 35° 20'32.6" W a distance of 14.40 feet to a point 55.84 feet left of and opposite station 124+38.39 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence S 35°14'58.2" W a distance of 5.10 feet to a point 50.74 feet left of and opposite station 124+38.39 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 54°51'55.2" W a distance of 9.66 feet to a point 50.71 feet left of and opposite station 124+28.73 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 53°41'54.0" W a distance of 1.70 feet to a point 50.74 feet left of and opposite station 124+27.03 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 54°22'48.1" W a distance of 2.38 feet to a point 50.75 feet left of and opposite station 124+24.64 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 54°23'42.3" W a distance of 31.03 feet to a point 50.90 feet left of and opposite station 123+93.62 on said construction centerline laid out for INDIAN TRAIL - LILBURN RD CL; thence N 33°47'45.4" E a distance of 19.35 feet back to the point of beginning.
Containing 0.020 acres more or less (875.69 square feet).
5:20,27,2026

Gdp7677
gpn12
APPENDIX A
TO EXHIBIT A
GWINNETT COUNTY
BOARD OF
COMMISSIONERS
LAWRENCEVILLE,

GEORGIA

RESOLUTION ENTITLED:
Declaration of Taking for a Condemnation Proceeding

ADOPTION DATE:
MAY 5, 2026

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name Present Vote

Nicole L. Hendrickson, Chairwoman
Yes Aye

Kirkland Carden, District I
Yes Aye

Ben Ku, District 2
Yes Aye

Jasper Watkins III, District 3
Yes Aye

Matthew Holtkamp, District 4
Yes Aye

On motion of Commissioner Ku and carried by a 5-0 vote, the Resolution entitled, Declaration of Taking for a Condemnation Proceeding, as set forth below, is hereby adopted:

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct McDaniel Farm Road Connector as part of the Gwinnett County Road System of the State of Georgia, known and designated as Project F-1287-01 and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 446 West Crogan Street, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the property, the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel to be acquired, the right of way and other rights as herein described and as listed below, shown of record as owned by the persons named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project
GCID: 2026-0537

Parcel Number: 4
0.050 acres of permanent construction and utilities easement
0.004 acres of 24-month temporary construction easement
0.058 acres of 24-month temporary driveway easement
Owners: Exeter 2405 Commerce, LLC and New York Life Insurance Company

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.
This 12th day of May, 2026.
GWINNETT COUNTY BOARD OF COMMISSIONERS
BY: -s- Nicole L. Hendrickson,
NICOLE L. HENDRICKSON,
CHAIRWOMAN
ATTEST:
BY: -s- Tina M. King
(SEAL)
APPROVED AS TO FORM:
BY: -s-
SENIOR ASSISTANT COUNTY ATTORNEY

Business Session Unofficial Minutes Tuesday, May 5, 2026 - 2:00 PM Page 6

VI. Consent Agenda A. New Business 9. Law Department/Jenny Carter 2026-0535 Approval/authorization for Declaration of Taking Condemnation proceedings for the property of Yes Valley Brook, LLC, and U.S. Bank National Association consisting of 5,939.25 square feet of permanent construction easement, Tax Parcel No. R6040 008, 100 Castle Club Drive, Stone Mountain, amount $9,000.00. This project is funded by the 2023 SPLOST program. {Action: Approved Motion: Ku Second: Carden Vote: 5-0; Hendrickson-Yes; Carden-Yes; Ku-Yes; Watkins-Yes; Holtkamp-Yes} 2026-0536 Approval/authorization for Declaration of Taking Condemnation proceedings for the property of Orchards of Park Ridge Condominium Association, Inc., consisting of 0.235 acres of fee simple right of way, and 0.050 acres of permanent construction easement, Tax Parcel No. R1003 590, 3560/3570 Ridge Road, Buford, amount $208,600.00. This project is funded by the 2017 SPLOST program. {Action: Approved Motion: Ku Second: Carden Vote: 5-0; Hendrickson-Yes; Carden-Yes; Ku-Yes; Watkins-Yes; Holtkamp-Yes} 2026-0537 Approval/authorization for Declaration of Taking Condemnation proceedings for the property of Exeter 2405 Commerce, LLC and New York Life Insurance Company, consisting of 0.050 acres of permanent construction and utilities easement, 0.004 acres of 24-month temporary construction easement, and 0.058 acres of 24-month temporary driveway easement, Tax Parcel No. R6233 017, 2405 Commerce Avenue, Duluth, amount $36,000.00. This project is funded by the 2017 SPLOST program. {Action: Approved Motion: Ku Second: Carden Vote: 5-0; Hendrickson-Yes; Carden-Yes; Ku-Yes; Watkins-Yes; Holtkamp-Yes} 2026-0559 Approval/authorization for the Chairwoman to execute a First Amendment to the Amended and Restated Operation and Management Agreement between Gwinnett County and the Gwinnett Convention and Visitors Bureau, Inc. {Action: Approved Motion: Ku Second: Carden Vote: 5-0; Hendrickson-Yes; Carden-Yes; Ku-Yes; Watkins-Yes; Holtkamp-Yes

EXHIBIT "A"
P. I. NO.:F-1287-01
PARCEL NO.: 4
COUNTY: Gwinnett
DATE OF R/W PLANS: April 8, 2025
REVISION DATE: May 28, 2025

PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SLOPES AND UTILITIES
All that tract or parcel of land lying and being in Land Lot 233 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 51.10 feet left of and opposite Station 120+10.27 on the construction centerline of COMMERCE AVENUE on Georgia Highway Project No. F-1287-01; running thence S67° 35'16.4"W a distance of 4.00 feet to a point 55.10 feet left of and opposite station 120+10.24 on said construction centerline laid out for COMMERCE AVENUE; thence N23° 06'01.1"W a distance of 54.69 feet to a point 57.00 feet left of and opposite station 120+62.00 on said construction centerline laid out for COMMERCE AVENUE; thence N16° 05'32.7"W a distance of 85.30 feet to a point 58.00 feet left of and opposite station 121+40.00 on said construction centerline laid out for COMMERCE AVENUE; thence N09° 52'49.3"W a distance of 43.80 feet to a point 58.00 feet left of and opposite station 121+80.00 on said construction centerline laid out for COMMERCE AVENUE; thence N04° 16'45.9"W a distance of 66.73 feet to a point 57.00 feet left of and opposite station 122+41.00 on said construction centerline laid out for COMMERCE AVENUE; thence N01° 27'05.2"E a distance of 66.63 feet to a point 56.00 feet left of and opposite station 123+02.00 on said construction centerline laid out for COMMERCE AVENUE; thence S86° 32'33.5"E a distance of 9.83 feet to a point 46.17 feet left of and opposite station 123+02.00 on said construction centerline laid out for COMMERCE AVENUE; thence southwesterly 296.56 feet along the arc of a curve (said curve having a radius of 608.94 feet and a chord distance of 293.64 feet on a bearing of S08° 27'36.1"E) to the point 51.21 feet left of and opposite station 120+27.57 on said construction centerline laid out for COMMERCE AVENUE; thence S22°24'43.6"E a distance of 17.30 feet back to the point of beginning.
Containing 0.050 acres more or less (2,158.13 square feet).

EXHIBIT "A"
P. I. NO.:F-1287-01
PARCEL NO.: 4
COUNTY: Gwinnett
DATE OF R/W PLANS: April 8, 2025
REVISION DATE: May 28, 2025

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES
All that tract or parcel of land lying and being in Land Lot 233 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 46.17 feet left of and opposite Station 123+02.00 on the construction centerline of COMMERCE AVENUE on Georgia Highway Project No. F-1287-01; running thence N86° 32'33.5"W a distance of 3.83 feet to a point 50.00 feet left of and opposite station 123+02.00 on said construction centerline laid out for COMMERCE AVENUE; thence N02° 24'24.0"E a distance of 36.80 feet to a point 51.70 feet left of and opposite station 123+35.94 on said construction centerline laid out for COMMERCE AVENUE; thence S83° 25'27.6"E a distance of 6.90 feet to a point 44.80 feet left of and opposite station 123+35.95 on said construction centerline laid out for COMMERCE AVENUE; thence southwesterly 36.50 feet along the arc of a curve (said curve having a radius of 608.94 feet and a chord distance of 36.50 feet on a bearing of S07°12'33.6"W) back to the point of beginning.
Containing 0.004 acres more or less (189.64 square feet).

EXHIBIT "A"
P. I. NO.:F-1287-01
PARCEL NO.: 4
COUNTY: Gwinnett
DATE OF R/W PLANS: April 8, 2025
REVISION DATE: May 28, 2025

TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVES-AREA 1
All that tract or parcel of land lying and being in Land Lot 233 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 54.90 feet left of and opposite Station 119+80.00 on the construction centerline of COMMERCE AVENUE on Georgia Highway Project No. F-1287-01; running thence N73° 14'23.5"W a distance of 39.90 feet to a point 86.00 feet left of and opposite station 120+05.00 on said construction centerline laid out for COMMERCE AVENUE; thence N13° 37'27.2"W a distance of 42.34 feet to a point 80.00 feet left of and opposite station 120+45.00 on said construction centerline laid out for COMMERCE AVENUE; thence N30° 41'23.5"E a distance of 29.77 feet to a point 57.00 feet left of and opposite station 120+62.00 on said construction centerline laid out for COMMERCE AVENUE; thence S23° 06'01.1"E a distance of 54.69 feet to a point 55.10 feet left of and opposite station 120+10.24 on said construction centerline laid out for COMMERCE AVENUE; thence S22° 24'43.6"E a distance of 30.24 feet back to the point of beginning.
Containing 0.040 acres more or less (1,755.54 square feet).

EXHIBIT "A"
P. I. NO.:F-1287-01
PARCEL NO.: 4
COUNTY: Gwinnett
DATE OF R/W PLANS: April 8, 2025
REVISION DATE: May 28, 2025

TEMPORARY EASEMENT FOR CONSTRUCTION OF DRIVES-AREA 2
All that tract or parcel of land lying and being in Land Lot 233 of the 6th Land District of Gwinnett County, Georgia, being more particularly described as follows:
Beginning at a point 57.00 feet left of and opposite Station 122+41.00 on the construction centerline of COMMERCE AVENUE on Georgia Highway Project No. F-1287-01; running thence N64° 59'15.4"W a distance of 14.59 feet to a point 70.00 feet left of and opposite station 122+47.00 on said construction centerline laid out for COMMERCE AVENUE; thence N00° 13'00.7"E a distance of 45.70 feet to a point 70.00 feet left of and opposite station 122+88.00 on said construction centerline laid out for COMMERCE AVENUE; thence N44° 59'14.8"E a distance of 20.85 feet to a point 56.00 feet left of and opposite station 123+02.00 on said construction centerline laid out for COMMERCE AVENUE; thence S01° 27'05.2"W a distance of 66.63 feet back to the point of beginning.
Containing 0.018 acres more or less (780.99 square feet).

5/27,6/3,2026

9010 Alcoholic Beverages

GDP7171
gpn02
NOTICE OF ALCOHOLIC BEVERAGE LICENSE REQUEST
An application for an alcohol beverage license to serve beer, wine and distilled spirits has been filed with the City of Norcross, GA by the following location, to wit:
APPLICANT/OWNER:
Biridiana Arlen Macias
REGISTERED AGENT:
Biridiana Arlen Macias
BUSINESS NAME:
BMB Event Hall
LOCATION:
2077 Beaver Ruin Road, Suite #190
Norcross, Georgia 30071
5:6,10,13,17,20,24,27,31;6:3,7,2026

GDP7621
gpn02
May 19, 2026

Pursuant to the City of Buford Alcoholic Beverage Ordinance of 1995, please be advised that Naushad Ismail Keshwani has applied for a license to sell beer & wine by the package at 101 Food Mart located at 3833 Buford Dr, Buford, GA 30518. The City of Buford shall take public comments on such application until May 13th at which time the City Manager will determine whether to issue the requested license.

This 3rd day of June 2026
City of Buford, Ga
A Ga. Municipal Corp.
5:27;6:3,2026

9020 Service/Construction Bids

GDP6823
gpn05
Advertisement for Bids PTC 21-14 Peachtree Corners Circle Roundabout
Separate sealed Bids for the construction of PTC 21-14 Peachtree Corners Circle Roundabout will be received by the City of Peachtree Corners, Georgia at Peachtree Corners City Hall located at 310 Technology Parkway, Peachtree Corners, Georgia 30092 **until June 10, 2026, 2:00 P.M.** local time, and then at said office publicly opened and read aloud. This project consists of pedestrian, roadway, and intersection improvements along Peachtree Corners Circle in Peachtree Corners, Georgia. Improvements including full depth asphalt pavement, milling and inlay, concrete curb and gutter, concrete median, concrete sidewalk, signing, pavement marking, storm drainage improvements, traffic signal modification, and grading.
For more information visit the citys website at:
https://www.peachtreecornersga.gov/Bids.aspx?BidID=48

5/10,13,17,20,24,27,31,6/3,7,10,2026

GDP7258
gpn05
Advertisement for Bids Advertisement for Bids Woodehaven Driveway Replacement and Asphalt Paving The City of Duluth is accepting sealed bids from qualified contractors to provide all necessary labor, material and equipment necessary to perform concrete driveway removal, grading and subgrade preparation, unsuitable soil remediation as needed, graded aggregate base course installation, concrete driveway and curb & gutter installation. All work shall be in accordance with the specifications, the applicable drawings and subject to the terms and conditions of this contract.
The contract will include one concrete driveway project for the scope listed above. The full Invitation to Bid available at www.duluthga.net under the heading Notices and RFPs.
All sealed bids will be received by the City of Duluth City Clerk, 3167 Main Street, Duluth, Georgia 30096, **until 1:45 P.M. local time on Thursday, June 25, 2026. Bids received after the stated time will not be accepted.** Bids will be opened publicly and read aloud on Thursday, June 25, 2026 at 2:00 P.M. on the second floor of Duluth City Hall, 3167 Main Street, Duluth GA 30096, in the Executive Conference Room. The bid envelope must be marked on the outside with the following information:
City of Duluth Bid 2026 Woodehaven Driveway Replacement and Asphalt Paving within City of Duluth Date and Hour of Bid Opening Company Name
Winning contractor will be required to provide an Eighteen month (18) warranty on all work completed.
Pre-Bid Conference will be held at Woodehaven at Chattahoochee Townhomes off of Peachtree Industrial Boulevard in Duluth, Georgia 30096, on Thursday, June 4, 2026 at 10:00 A.M. Use Darby Way, Duluth, Georgia 30096 in your map software, we will meet in the parking area near Darby Way.
Full Invitation to Bid is available on the City of Duluth website, www.duluthga.net under the heading Notices and RFPs
Full Invitation to Bid is also available for viewing at the Duluth Public Works Department, 2450 Main Street, Duluth, Georgia 30097.
Bid will be awarded based upon Base Bid.
Contract will be awarded, if at all, within sixty (60) calendar days after opening of the proposal.
Deadline for questions is **Friday, June 12, 2026 at 5 P.M.** Submit all questions to Adam Shelton, PE, of Keck & Wood at gabidding26@keckwood.com No phone calls will be accepted.
The selected contractor must be able to start work within ten (10) calendar days after the Notice to Proceed is issued. The time of completion for the project is sixty (60) calendar days from the date of the Notice to Proceed.
All bids shall be accompanied by a bid bond in favor of the City, in the amount of five percent (5%) of the total bid, (but not less than $5,000); such bid bond representing that the bidder, if awarded a contract, will promptly enter into a contract and furnish performance bond and payment bond as provided by law and approved by the attorney for the City. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.**
Successful bidder will be required to meet insurance requirements. Performance and Payment bonds will be required upon acceptance of the proposal and contract submittal.
The Performance Bond shall be equal to one hundred percent (100%) of the contract amount. The Payment Bond shall be equal to one hundred ten percent (110%) of the contract amount.
Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to business in Georgia by the Georgia Insurance Department, listed in the Department of Treasurys Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies. **The bid bond, payment bond and performance bond must have an A.M. Best rating of A-5 or higher.**
Award will be made to the lowest responsible and responsive bidder. The City of Duluth reserves the right to reject any and all bids, to waive technicalities and to make an award as deemed in its best interest.
Any change to the conditions and specifications must be in the form of a written addendum to be valid; therefore the City will issue a written addendum to document each approved change. #ved change.
5/13,27,2026

GDP7293
gpn05
Request for Qualifications
RFQ 26-01 LMIG 2026
The City invites you to submit a Qualifications Based Proposal from your firm that clearly presents your experience, expertise and professional capabilities on a project of this nature. The City of Peachtree Corners will receive sealed proposals by **June 8, 2026, 4:00 PM EDT,** for the above reference project. The project generally consists of the design and construction administration of sidewalks along Courtside Drive, Engineering Drive, and a roadway reconfiguration of Northwoods Parkway. For more information visit the citys website at:
https://www.peachtreecornersga.gov/bids.aspx?bidID=49

5/10,13,17,20,24,27,31,6/3,7,2026

GDP7344
gpn05
ADVERTISEMENT FOR BIDS
Sealed bids for the Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project will be received by the City of Dacula at Dacula City Hall 442 Harbins Road, Dacula, Ga. 30019, **until 2:30 PM local time on Thursday, June 18, 2026.** Any bid received after said time and date will not be accepted by the City of Dacula.
The Contract Documents, consisting of Advertisement for Bids, Information for Bidders, Bid Proposal Form, Form of Agreement, Drawings, Specifications, Bid Forms, Bid Bonds, Performance Bond, Payment Bond, Bidders Qualifications Forms, and other Contract Documents may be examined at the following locations: **(1) Dacula City Hall,** 442 Harbins Road, Dacula, Georgia 30019. Contact: Dacula City Engineer: Kevin D. Whigham,
P.E. 770-963-7451 email: kevin.whigham@ dacula-ga.gov; **(2) National Association of Minority Contractors,** 1142 Main Street, Forest Park, Georgia 30297, info@namcatl.org. Contact: Mr. Billy Freeman, Jr. 404-304-5967, bfreeman@techniqueconcrete.com,
Mr. Arthur J. Queen 404-288-9521, ajq**ueen@egmatlana.com; (3) Hispanic Con**tractors Association GA, 2750 Buford Highway NE, Atlanta, Georgia 30341. Contact: Ms. Andrea Rivers 404-229-8070, info@georgiahac.org;
and **(4) Georgia Procurement Website.**
All Bidders must be registered with City of Dacula to assure that Bidders receive all addenda and/or clarifications to the Bid Documents in a timely manner, it is highly recommended that all bidders obtain at least one complete set of Bid Documents directly from the City of Dacula and attend the Pre-Bid Meeting.
Entities that do not obtain Bid Documents from this source will not receive addenda and/or clarifications directly from the city and may be disqualified as acknowledgement to Addenda is required. Bidders relying on plan rooms or other services to obtain Bid Documents, rather than obtaining them directly from the city are doing so at their own risk.
Copies of the Documents and Specifications will be provided in Electronic Format and can be obtained by contacting the City Engineer to be placed on the Bidders List.
Electronic Copies will be sent by email at no charge. If hard copies are required, there is a non-refundable cost for each set of plans and specifications due to the citys engineering consultant based on marketplace copying centers fee at that time prior to release (cash or check).
A. BASE BID
The Work to be completed for this Project consists of furnishing all labor, materials,
earthwork, construction operations, details, supervision, and coordination of all trades,
utility suppliers, governmental inspections, and approvals to complete the construction, installation, and coordination for the City of Dacula Brookton Chase Court and Brookton Downs Subdivision Asphalt Repaving Project as follows:
The scope of work for Brookton Chase Court includes performing Full Depth Reclamation (FDR) which requires milling 3-1/2 of existing asphalt and subgrade material; then
mixing Type I Portland Cement at a spread rate of 65 lbs/sy. Contractor will then install
2 of 19mm asphalt binder course; apply tack coat and then top with 1-1/2 of Type 2 -
F Mix (9.5mm) surface course asphalt pavement. Contractor shall re-establish crown in center of road when installing pavement to promote positive drainage to existing curb &
gutter and storm drainage inlets. Existing asphalt cores based on SGC report reveal
asphalt thicknesses of 1-1/2 to 2-1/2.
Brookton Downs Subdivision consists of Brookton Drive, Brookton Lane, and Brookton
Woods Way. Brookton Drive and Brookton Lane have been repaved multiple times over
the years, so asphalt is built up above the gutter line. Existing asphalt cores based on
SGC report reveal asphalt thicknesses of 3-3/4 to 5. Contractor will utilize variable
depth milling to re-establish crown in center of road and to achieve proposed pavement
that is flush with gutter line. A tack coat will then be applied prior to installing 1" of 'D'
mix asphalt binder course pavement. An additional tack coat will then be applied prior
to installing 1-1/2 of Type 2 - 'F' mix (9.5 mm) Surface Course Pavement over the entire
streets.
In addition, on Brookton Drive at about Station 1+50 the pavement has been lifted by
what appears to be tree roots. Existing asphalt shall be deep patched milled an
additional 6 to clear any tree roots, then filled with 25mm superpave asphalt prior to
variable milling and repaving as described in paragraph above. Approximate deep patch
milled area is marked by city with orange paint.
Brookton Woods Way existing asphalt appears flush with gutter line but will also need
variable depth milling to re-establish crown in center of road and to ensure proposed
pavement is flush with gutter line. Existing asphalt cores based on SGC report reveal
asphalt thicknesses of 3 to 3-1/2. Once milling is complete, contractor shall install a
tack coat and then install 1" of 'D' mix asphalt binder course pavement. An additional
tack coat will then be applied prior to installing 1-1/2 of Type 2 - 'F' mix (9.5 mm)
surface course pavement over the entire street.
Contractors shall visit the streets identified to determine their own quantities for bidding
the project. Orange paint markings on Brookton Chase Court shall be ignored since
entire street will undergo FDR. The project service area includes improvements for the
entire length of Brookton Chase Court (approximately 2,016 L.F +/-), Brookton Drive
(approximately 1,268 L.F. +/-), Brookton Lane (approximately 1,733 L.F. +/-), and
Brookton Woods Way (approximately 519 L.F. +/-). All streets are approximately 24
wide from edge of pavement to edge of pavement with 80 diameter cul-de-sacs.
LMIG, LRA, and SPLOST funds will be utilized by the City of Dacula for the scope of work
to improve these city streets. Contractor is responsible for complying with all regulations
and providing all documents as per City of Dacula requirements. A Pavement Evaluation
Report for the Subdivision has been completed and provided by Southern Geotechnical
Consultants (SGC) as previously mentioned to determine the existing asphalt and base
thicknesses and condition of soil subgrade.
As previously stated, the centerline of the streets shall be built up to create a positive
crown in roadway sloping out to edge of pavement and gutter line to provide for
adequate drainage of the streets.
Thermoplastic Stop Bar Striping and any other existing striping shall be replaced to match
existing conditions in-kind. Any disturbance outside of existing streets to residential
properties (lawns) shall be permanently stabilized with Sod grassing in kind or Bermuda.
Contractor shall include in their Base Bid all costs for adjusting any sewer manholes, water
valves, or other utilities encountered, and for all materials needed to raise any valves or
other covers flush within the finished surface of the road to complete the scope of work
as described by the Contract Documents and Drawings.
One lane of traffic and access to residential driveways must be maintained at all times.
Traffic Safety devices such as signage, barricades, etc., and the protection of the public-at-large,
and the Contractor's personnel is part of this contract and is the Contractor's sole
responsibility.
The Contractor will have Sixty (60) consecutive calendar days from the Notice to Proceed
to finish and complete the project.
All materials and appurtenances required to complete this Scope of Work is the
responsibility of the Contractor and shall be provided in his overall Bid. Contractor with
winning Bid is required to submit a schedule of values at the Pre-construction meeting.
Bidder will prepare Asphalt prices for bid based on the current GDOT Asphalt Cement Price
Index listed at the time of bid opening. The successful Contractors pay request will list the
current GDOT Asphalt Cement Price Index at the time of purchase. The difference in price
between the GDOT Asphalt Cement Price Index at bid and at purchase will either be a
change order to the Contractor or a Credit to the Owner. The GDOT Asphalt Cement Price
Index is in accordance with Special Provision 109 (dated 2008), Section 400.5.01
Adjustments, the asphalt price index for the month of the Letting posted on the Georgia
Department of Transportation Website.
Additional items within Scope of Work
A. A site visit must be made by Contractor and subcontractors to determine the
exact nature and scope of the work to be done. Contractor is responsible for
hauling off all demolition materials (existing pipe, asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall
tie in and feather new asphalt into existing asphalt so that there is a smooth
transition.
B. If any unforeseen subgrade conditions arise, then the Contractor shall immediately notify the Owner and/or Owners representative before proceeding
with any work to determine the course of action. The Contractor, if required,
shall have a Geotechnical Engineer (who will be selected by the Contractor and
approved and paid for by the Owner) qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner
and/or Owners Representative on a case-by-case basis.
C. The limits of work for this project are limited to that area within right-of-way of
City of Dacula. Contractor shall not disturb private residential properties, unless
required to complete scope of work and then shall minimize disturbance to as
little as possible. Any disturbance outside of the existing streets shall be
repaired in kind to existing condition at no additional cost to Owner.
D. Contractor is responsible to locate horizontally and vertically all existing utilities
within limits of disturbance and protect throughout duration of project. Utilities
present include water, gas, electrical, CATV, AT&T, etc., but may not be limited
to these within the limits of disturbance.
E. All earthwork or any other material quantities for full depth reclamation (FDR)
shall be included in the Contractors Lump Sum Bid and are the responsibility of
the Contractor to haul-in or haul-off at no additional cost to the owner in order
to complete the scope of work.
F. Contractor shall have a Site Superintendent onsite at all times while work is in
progress to monitor, direct, and control construction activities. Superintendent
in-charge shall be available to City and adjacent property owners to answer or
direct questions concerning the project.
Owner reserves the right to waive any informalities and any technicalities, and to reject
any or all bids. There will be a Pre-Bid Conference at Dacula City Hall, 442 Harbins Road, Dacula, GA 30019 at 2:30 PM local time on Wednesday, June 3, 2026. All bidders are
strongly encouraged to attend this conference. Owner reserves the right to waive any
informalities and any technicalities, and to reject any or all bids. All questions concerning
this project shall be submitted in writing by email to the City of Dacula, City Engineer
Kevin D. Whigham, P.E.) 442 Harbins Road, Dacula, Georgia 30019, City Hall phone number
770-963-7451, email kevin.whigham@dacula-ga.gov no later than Thursday, June 11,
2026 by 4:00 PM.
All areas of work illustrated on the Drawings are approximate and may not illustrate all
items of repair and/or replacement. Contractor shall visit site to observe, document, and
measure all scope items for preparing his own Bid for the project.
All quantities and measurements are approximate. Contractor shall visit each street
identified and determine his own quantities for bidding this project by observing and
measuring the orange painted areas for asphalt milling and repaving.

Existing grades and crown of roadway shall be reestablished to direct stormwater towards existing storm inlets.
All streets will be repaved to existing lengths and widths as illustrated on the Drawings.
Contractor is responsible for verifying all lengths of roadway and quantities required to
complete the asphalt repaving work for this project.
Attention of Bidders is particularly called to the requirements regarding conditions of
employment and minimum wage rates to be paid on this project, and that the contractor
and subcontractor must comply with all Federal, State, and local requirements. Minority
and female owned firms are encouraged to participate in this Local and State funded
project. Procurement will be in compliance with the Uniform Administrative Requirements,
2 CFR 200.318-326. Potential respondents are particularly called to the requirements of
Title VI; Civil Rights Act of 1964 and 24 CFR 570.602; and Executive Order 11246 - Equal
Employment Opportunity and Affirmative Action.
Work to be performed under this contract is subject to the requirements of Section 3 of
the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (Section
3). The purpose of Section 3 is to ensure that employment and other economic
opportunities generated by HUD assistance or HUD-assisted projects covered by Section
3, shall, to the greatest extent feasible, be directed to low and very low-income persons
particularly persons who are recipients of HUD assistance for housing. For more information on Section 3, contact the Fair Housing and Equal Opportunity representative of HUD at (404) 331-5001, Ext. 2473. Neither the United States nor any of its departments, agencies or employees is or will be a party of any contract awarded pursuant to this invitation to bid.
By: Mayor, Hon. Hugh D. King, III
City of Dacula, Georgia
5/20,27,6/3,10,2026

GDP7439
gpn05
INVITATION FOR BIDS SALE OF SURPLUS PROPERTY

The Georgia Department of Transportation through its agent, Primacq Group, Inc. will receive bids for the purchase of a 15.080-acre tract on Satellite Blvd opposite Evergreen Blvd in Gwinnett County, Georgia. Identified as PM 3356. Appraised Value is $2,052,400.00. Minimum Acceptable Bid $1,744,540.00.

Bids will be received after **May 20, 2026, until the Close of Business on June 5, 2026.** Bids must be submitted on a Bid Proposal Form issued by Georgia Department of Transportation and available only through Primacq Group, Inc., For more information or to obtain a Plat and Bid Package contact **Thomas H. Terrell, Jr. at 770-757-7115 or tommy.terrell@primacq.com and refer to PM-3356.** The Department of Transportation reserves the right to reject any or all bids.

All bids should be turned into Primacq Group, Inc. by close of Business 5pm on June 5, 2026.
5/20,27,2026

Gdp7463
gpn05
ADVERTISEMENT FOR BIDS
City of Buford, Georgia
2300 Buford Highway
Buford, Georgia 30518
General Notice
City of Buford, Georgia is requesting Bids for the construction of the following Project:
2026 BUFORD LMIG ROADWAY PAVING PROJECT

Bids for the construction of the Project will be received at the Buford City Hall located at 2300 Buford Highway, Buford, Georgia, until **10:00 A.M. local time, June 25, 2026**. At that time the Bids received will be publicly opened and read aloud.

The Project includes the following Work:

Milling of existing asphalt pavement, patching of asphalt pavement (as required), new asphalt pavement, new roadway striping, raising or lowering structures, and traffic control necessary to install the authorized work on various streets within the City of Buford.

No proposal will be considered unless it is accompanied by satisfactory evidence that the Bidder holds Georgia State Contractor's License, or qualifications with the Georgia Department of Transportation for similar work, in compliance with Act. O.C.G.A. 43-41. Failure to provide the bidders License or Qualifications Number on the outside of the sealed proposal will result in rejection of the bid. All required federal, state, and local permits as well as required easements or rights of way for the project will be obtained prior to Construction.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be viewed at the following designated locations:

City of Buford, City Hall
2300 Buford Highway Buford, Georgia 30518
Phone: (770) 945-6761

Kimley-Horn
5170 Peachtree Rd Building 100, Suite 200
Chamblee, GA 30341
Phone: (678) 533-3927

Prospective Bidders are urged to register with the Engineer as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the Issuing Office in either electronic or paper format. The Issuing Office will periodically distribute official notifications, addenda, and other information relevant to submitting a Bid for the Project. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Kimley-Horn
5170 Peachtree Rd Building 100, Suite 200
Chamblee, GA 30341
Phone: (404) 423-2567
Email:
alex.niebieski@kimley-horn.com
Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Thursday between the hours of 8:00 A.M. to 4:00 P.M., and may obtain a digital copy of the Bidding Documents from the Issuing Office for a nonrefundable fee of $25.00. Make deposit checks for Bidding Documents payable to the City of Buford, Georgia. Partial sets of Bidding Documents will not be available from the Issuing Office.

Instructions to Bidders.
For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:
Bryan Kerlin, City Manager
City of Buford, Georgia
5/20,27,6/3,10,2026

GDP7664
gpn05
#PURCH0527
ADVERTISEMENTS FOR BIDS NOTICE
In an effort to better serve the Citizens and Supplier Community and to increase competition, information regarding Gwinnett County solicitations is available from the following sources: Gwinnett Daily Post (Newspaper), Gwinnett County Web Site www.GwinnettCounty.com, and the Solicitation Center located at the Gwinnett Justice and Administration Center, Purchasing Division, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046.
BID NUMBER
DESCRIPTION
OPENING DATE
OPENING TIME

BL081-26
Cannonwolde Drive Wa-

BID TABULATION
2026 Concrete Driveway Replacement and Asphalt Paving
Owner: City of Duluth
Solicitor: Keck & Wood
06/25/2026 01:45 PM EDT

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				A & S Paving		DAF Concrete Inc		Ryals Brothers, LLC		Ohmshiv Construction, LLC		MHB Paving, Inc.		Blount Construction Company, Inc.		Everest Reinsurance Company		All About Asphalt, Inc.		The Dickerson Group, Inc.	
				2747 S. Sont Mountain/Lithonia Rd Lithonia, GA 30058		9160 Turner Road Jonessboro, GA 30236		5973 Main St. Lulam Lulam, GA 30554		805 Progress Court Suite A Lawrenceville, GA 30043		113 South Cherokee Road Social Circle, GA 30025		1730 Sands Place Marietta, GA 30067		3625 Buford Highway Duluth, GA 30096		PO Box 182 Bogart, GA 30622		871 Old Peachtree Road NW Lawrenceville, GA 30043	
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	BASE BID																				
	Woodehaven Driveways: Folkstone Dr, Fernsberry Ct, Oakwood Wy																				
1	Remove & replace driveway concrete, 6'' thick, GDOT Class AAA, 5000 psi with WWF 6x6-W2.9xW2.9 on approved chair supports.	1910	SY	$70.00	$133,700.00	$80.00	$152,800.00	$98.00	$187,180.00	$147.00	$280,770.00	$154.85	$295,763.50	$150.21	$286,901.10	$174.87	$334,001.70	$190.00	$362,900.00	$125.00	$238,750.00
2	Remove & replace unsuitable soils (as needed)	240	CY	$100.00	$24,000.00	$50.00	$12,000.00	$125.90	$30,216.00	$50.00	$12,000.00	$20.00	$4,800.00	$162.23	$38,935.20	$242.81	$58,274.40	$200.00	$48,000.00	$95.00	$22,800.00
3	Graded Aggregate Base Course, 5'' thick	1910	SY	$25.00	$47,750.00	$10.00	$19,100.00	$16.25	$31,037.50	$15.00	$28,650.00	$18.90	$36,099.00	$40.87	$78,061.70	$63.21	$120,731.10	$27.50	$52,525.00	$24.00	$45,840.00
4	Remove & replace 24'' curb & gutter	40	LF	$85.00	$3,400.00	$30.00	$1,200.00	$45.00	$1,800.00	$75.00	$3,000.00	$120.00	$4,800.00	$67.34	$2,693.60	$101.98	$4,079.20	$50.00	$2,000.00	$150.00	$6,000.00
5	Remove & replace 6'' header curb	120	LF	$40.00	$4,800.00	$20.00	$2,400.00	$25.00	$3,000.00	$75.00	$9,000.00	$60.00	$7,200.00	$49.69	$5,962.80	$97.12	$11,654.40	$75.00	$9,000.00	$75.00	$9,000.00
	River Mill Drive																				
1	Mill Asphalt Concrete Pvmt, 1.5''	4080	SY	$3.00	$12,240.00	$4.00	$16,320.00	$3.57	$14,565.60	$4.00	$16,320.00	$3.23	$13,178.40	$7.84	$31,987.20	$2.59	$10,567.20	$4.75	$19,380.00	$12.00	$48,960.00
2	1.5'' Recycled Asph concrete, 9.5 MM Superpave, Gp 2 Only, Incl. Bituminous Matl & H Lime, Incl Tack Coat	340	TN	$145.00	$49,300.00	$150.00	$51,000.00	$193.33	$65,732.20	$170.00	$57,800.00	$161.32	$54,848.80	$174.32	$59,268.80	$140.16	$47,654.40	$175.00	$59,500.00	$300.00	$102,000.00
3	Recycled Asphaltic Concrete Patching, 19 MM Superpav, Minimus 4'', Including Bituminous Material & H Lime. Incl Tack Coat	20	TN	$145.00	$2,900.00	$160.00	$3,200.00	$185.30	$3,706.00	$215.00	$4,300.00	$333.78	$6,675.60	$284.42	$5,688.40	$282.77	$5,655.40	$400.00	$8,000.00	$300.00	$6,000.00
	Mill Run Court																				
1	Mill Asphalt Concrete Pvmt, 1.5''	2480	SY	$3.00	$7,440.00	$4.00	$9,920.00	$3.57	$8,853.60	$4.00	$9,920.00	$3.23	$8,010.40	$6.91	$17,136.80	$2.58	$6,398.40	$5.00	$12,400.00	$12.00	$29,760.00
2	1.5'' Recycled Asph concrete, 9.5 MM Superpave, Gp 2 Only, Incl. Bituminous Matl & H Lime, Incl Tack Coat	200	TN	$145.00	$29,000.00	$150.00	$30,000.00	$193.33	$38,666.00	$170.00	$34,000.00	$161.32	$32,264.00	$176.83	$35,366.00	$140.22	$28,044.00	$175.00	$35,000.00	$300.00	$60,000.00
3	Thermo. Solid Traf. Stripe, 24 in, White	13	LF	$53.85	$700.05	$12.00	$156.00	$64.38	$836.94	$50.00	$650.00	$75.00	$975.00	$90.00	$1,170.00	$26.43	$343.59	$30.00	$390.00	$25.00	$325.00
4	Recycled Asphaltic Concrete Patching, 19 MM Superpav, Minimus 4'', Including Bituminous Material & H Lime. Incl Tack Coat	20	TN	$155.00	$3,100.00	$160.00	$3,200.00	$185.30	$3,706.00	$215.00	$4,300.00	$333.78	$6,675.60	$243.00	$4,860.00	$282.77	$5,655.40	$400.00	$8,000.00	$300.00	$6,000.00
	Mill Falls Court																				
1	Mill Asphalt Concrete Pvmt, 1.5''	2410	SY	$3.00	$7,230.00	$4.00	$9,640.00	$3.57	$8,603.70	$4.00	$9,640.00	$3.23	$7,784.30	$7.09	$17,086.90	$3.01	$7,254.10	$5.00	$12,050.00	$12.00	$28,920.00
2	1.5'' Recycled Asph concrete, 9.5 MM Superpave, Gp 2 Only, Incl. Bituminous Matl & H Lime, Incl Tack Coat	200	TN	$145.00	$29,000.00	$150.00	$30,000.00	$193.33	$38,666.00	$170.00	$34,000.00	$161.32	$32,264.00	$177.90	$35,580.00	$140.12	$28,024.00	$175.00	$35,000.00	$300.00	$60,000.00
3	THERMO. SOLID TRAF. STRIPE, 24 IN, white	13	LF	$53.85	$700.05	$8.00	$104.00	$64.38	$836.94	$50.00	$650.00	$75.00	$975.00	$90.00	$1,170.00	$26.43	$343.59	$30.00	$390.00	$25.00	$325.00
4	Recycled Asphaltic Concrete Patching, 19 MM Superpav, Minimus 4'', Including Bituminous Material & H Lime. Incl Tack Coat	20	TN	$155.00	$3,100.00	$160.00	$3,200.00	$185.30	$3,706.00	$215.00	$4,300.00	$333.78	$6,675.60	$243.00	$4,860.00	$282.77	$5,655.40	$400.00	$8,000.00	$300.00	$6,000.00
	Kingsbrooke court																				
1	Mill Asphalt Concrete Pvmt, 1.5''	1050	SY	$3.00	$3,150.00	$4.00	$4,200.00	$9.36	$9,828.00	$4.00	$4,200.00	$3.23	$3,391.50	$13.31	$13,975.50	$2.95	$3,097.50	$9.00	$9,450.00	$12.00	$12,600.00
2	1.5" Recycled asph concrete, 9.5 MM Superpave, Gp 2 only, Incl. Bituminous Matl & H Lime, Incl Tack Coat	90	TN	$145.00	$13,050.00	$150.00	$13,500.00	$204.42	$18,397.80	$170.00	$15,300.00	$161.32	$14,518.80	$241.39	$21,725.10	$145.10	$13,059.00	$250.00	$22,500.00	$300.00	$27,000.00
3	Thermo. Solid Traf. Stripe, 24 in, White	12	LF	$58.34	$700.08	$8.00	$96.00	$64.38	$772.56	$50.00	$600.00	$75.00	$900.00	$90.00	$1,080.00	$28.63	$343.56	$30.00	$360.00	$25.00	$300.00
4	Recycled Asphaltic Concrete Patching, 19 MM Superpav, Minimus 4'', Including Bituminous Material & H Lime. Incl Tack Coat	20	TN	$155.00	$3,100.00	$160.00	$3,200.00	$206.43	$4,128.60	$215.00	$4,300.00	$333.78	$6,675.60	$243.00	$4,860.00	$282.77	$5,655.40	$400.00	$8,000.00	$300.00	$6,000.00
	River summit Court																				
1	MILL ASPH CONCRETE PVMT, 1.5"	1390	SY	$3.00	$4,170.00	$4.00	$5,560.00	$9.36	$13,010.40	$4.00	$5,560.00	$3.23	$4,489.70	$10.03	$13,941.70	$3.06	$4,253.40	$7.00	$9,730.00	$12.00	$16,680.00
2	1.5" Recycled asph concrete, 9.5 MM Superpave, Gp 2 only, Incl. Bituminous Matl & H Lime, Incl Tack Coat	120	TN	$145.00	$17,400.00	$150.00	$18,000.00	$204.42	$24,530.40	$170.00	$20,400.00	$161.32	$19,358.40	$210.16	$25,219.20	$146.49	$17,578.80	$275.00	$33,000.00	$300.00	$36,000.00
3	Thermo. Solid Traf. Stripe, 24 in, White	12	LF	$58.34	$700.08	$8.00	$96.00	$64.38	$772.56	$50.00	$600.00	$75.00	$900.00	$90.00	$1,080.00	$28.63	$343.56	$30.00	$360.00	$25.00	$300.00
4	Recycled Asphaltic Concrete Patching, 19 MM Superpav, Minimus 4'', Including Bituminous Material & H Lime. Incl Tack Coat	20	TN	$155.00	$3,100.00	$160.00	$3,200.00	$206.43	$4,128.60	$215.00	$4,300.00	$333.78	$6,675.60	$243.00	$4,860.00	$282.77	$5,655.40	$400.00	$8,000.00	$300.00	$6,000.00
	BASE BID TOTAL:				**$403,730.26**		**$392,092.00**		**$516,681.40**		**$564,560.00**		**$575,898.80** *		**$713,470.00**		**$724,322.90**		**$763,935.00**		**$775,560.00**
	ALTERNATE BID																				
	Woodehaven Driveway: Crape Myrtle Lane																				
1	Remove & replace driveway concrete, 6'' thick, GDOT Class AAA, 5000 psi with WWF 6x6-W2.9xW2.9 on approved chair supports.	700	SY	$75.00	$52,500.00	$80.00	$56,000.00	$102.75	$71,925.00	$147.00	$102,900.00	$154.85	$108,395.00	$153.72	$107,604.00	$174.78	$122,346.00	$150.00	$105,000.00	$125.00	$87,500.00
2	Remove & repleace unsuitable soils (as needed)	80	CY	$100.00	$8,000.00	$50.00	$4,000.00	$111.35	$8,908.00	$50.00	$4,000.00	$40.00	$3,200.00	$162.17	$12,973.60	$242.81	$19,424.80	$250.00	$20,000.00	$95.00	$7,600.00
3	Graded Aggregate Base Course, 5'' thick	700	SY	$25.00	$17,500.00	$50.00	$35,000.00	$19.25	$13,475.00	$15.00	$10,500.00	$22.19	$15,533.00	$40.04	$28,028.00	$63.21	$44,247.00	$40.00	$28,000.00	$24.00	$16,800.00
4	Remove & replace 24'' curb & gutter	80	LF	$85.00	$6,800.00	$10.00	$800.00	$40.00	$3,200.00	$75.00	$6,000.00	$120.00	$9,600.00	$67.34	$5,387.20	$101.57	$8,125.60	$75.00	$6,000.00	$150.00	$12,000.00
	Toccoa Falls Drive																				
1	Mill Asphalt Concrete Pvmt, 1.5''	2520	SY	$3.00	$7,560.00	$4.00	$10,080.00	$5.29	$13,330.80	$6.50	$16,380.00	$3.06	$7,711.20	$6.19	$15,598.80	$1.96	$4,939.20	$5.00	$12,600.00	$12.00	$30,240.00
2	1.5'' Recycled Asph concrete, 9.5 MM Superpave, Gp 2 Only, Incl. Bituminous Matl & H Lime, Incl Tack Coat	210	TN	$145.00	$30,450.00	$150.00	$31,500.00	$259.23	$54,438.30	$163.00	$34,230.00	$154.79	$32,505.90	168.23	$35,328.30	$139.47	$29,288.70	$175.00	$36,750.00	$300.00	$63,000.00
3	Recycled Asphaltic Concrete Patching, 19 MM Superpav, Minimus 4'', Including Bituminous Material & H Lime. Incl Tack Coat	20	TN	$155.00	$3,100.00	$160.00	$3,200.00	$200.42	$4,008.40	$202.00	$4,040.00	$379.86	$7,597.20	$243.00	$4,860.00	$282.77	$5,655.40	$400.00	$8,000.00	$300.00	$6,000.00
	Hiawassee Drive																				
1	Mill Asphalt concrete Pvmt, 1.5''	1900	SY	$3.00	$5,700.00	$4.00	$7,600.00	$5.29	$10,051.00	$6.50	$12,350.00	$3.06	$5,814.00	$7.86	$14,934.00	$2.83	$5,377.00	$6.00	$11,400.00	$12.00	$22,800.00
2	1.5'' Recycled Asph concrete, 9.5 MM Superpave, Gp 2 Only, Incl. Bituminous Matl & H Lime, Incl Tack Coat	160	TN	$145.00	$23,200.00	$150.00	$24,000.00	$259.23	$41,476.80	$163.00	$26,080.00	$154.79	$24,766.40	$184.87	$29,579.20	$143.11	$22,897.60	$175.00	$28,000.00	$300.00	$48,000.00
3	THERMO SOLID TRAF STRIPE, 24 IN, WHITE	12	LF	$58.34	$700.08	$8.00	$96.00	$64.38	$772.56	$50.00	$600.00	$100.00	$1,200.00	$90.00	$1,080.00	$28.63	$343.56	$50.00	$600.00	$25.00	$300.00
4	Recycled Asphaltic Concrete Patching, 19 MM Superpav, Minimus 4'', Including Bituminous Material & H Lime. Incl Tack Coat	20	TN	$155.00	$3,100.00	$160.00	$3,200.00	$200.42	$4,008.40	$202.00	$4,040.00	$379.86	$7,597.20	$243.00	$4,860.00	$282.77	$5,655.40	$400.00	$8,000.00	$300.00	$6,000.00
	TOTAL: ALTERNATE BID				**$158,610.08**		**$175,476.00**		**$225,594.26**		**$221,120.00**		**$223,919.90**		**$260,233.10**		**$268,300.26**		**$264,350.00**		**$300,240.00**
	TOTAL: BASE BID + ALTERNATE BID				**$562,340.34**		**$567,568.00**		**$742,275.66**		**$785,680.00**		**$799,818.70**		**$973,703.10**		**$992,623.16**		**$1,028,285.00**		**$1,075,800.00**
			BID BOND		5%		5%		5%		5%		5%		5%		5%		5%		5%
			NOTE REFERENCE		(1)(2)		(1)(2)		(1)(2)		(1)(2)		(1)(2)(3)		(1)(2)		(1)(2)		(1)(2)		(1)(2)
			LICENSE NUMBER		2AS010		2DA055		18209		2OH750		11816		2BL590		19898				2DI200

NOTES:
(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/25).
(2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.
(3) ERROR IN CALCULATION FOUND
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME STATED ABOVE. BIDS WERE READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

7/1/26

KECK & WOOD, INC.

ORDINANCE
TO AMEND THE CITY OF DULUTH
2027 FISCAL YEAR BUDGET

AN ORDINANCE TO AMEND THE 2027 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2027 fiscal year as follows:

Total Revenues:	66,930,612
Operations Expenditures:	43,220,399
Capital Improvement Expenditures:	23,710,213
Total Expenditures:	66,930,612

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth awarded the 2026 Woodehaven Driveway Replacement and Paving bid including three alternates to A&S Paving in an amount not to exceed $618,574.37, including contingency; and

WHEREAS overall project cost including contract oversight, tree trimming and curb replacement is $964,539.38 however part of the funding $348,008.60 will come from previously budgeted LMIG funds leaving only the balance to request here; and

WHEREAS it is requested $53,465 in 2023 SPLOST Transportation funds be added to Transportation\Infrastructure Improvements – Paved Streets – Professional Services line item and $293,065.78 in 2023 SPLOST Transportation funds be added to Transportation\Infrastructure Improvements – Paved Streets – Repairs & Maintenance – Streets\Sidewalks line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2027 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	67,277,143
Operations Expenditures:	43,220,399
Capital Improvement Expenditures:	24,056,744
Total Expenditures:	67,277,143

IT IS SO ORDAINED this _____ day of _____, 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson Cummings, Post 5

Those councilmembers voting in opposition:

_____

_____

_____

ATTEST:_____
Teresa S. Lynn, City Clerk

2026-02
Roof Replacement Project- City Hall Building
CONTRACT

STATE OF GEORGIA
CITY OF DULUTH

CONTRACT FOR ROOF REPLACEMENT
CITY OF DULUTH, GEORGIA
DULUTH CITY HALL BUILDING

THIS AGREEMENT is made this 13th day of July, 2026 between Dusty Greer Roofing, Inc and the City of Duluth; 3167 Main Street, Duluth, GA 30096 (hereinafter called the "City"). Both parties do mutually agree as follows:

1. **Scope and Cost:** The Contractor agrees to furnish labor, supervision, materials, equipment, tools, supplies, disposal, and services necessary to timely and fully perform and complete in a neat, first-class and workmanlike manner and in strict compliance with the Contract Documents, drawings, specifications provided as applicable to the contractor, all of the specific work and services for the roof replacement at the Duluth City Hall Building as described in the Request for Proposal attached hereto as Exhibit "A" and incorporated herein by reference and the Contractor's Proposal attached hereto as Exhibit 'B" and incorporated herein by reference. Contractor expressly agrees to provide the above scope of work inclusive of taxes, labor, supervision, disposal, materials, equipment, tools, transportation, and any associated written reports or drawings.

   The Contractor shall commence the Work with adequate force and equipment within ten (10) days from receipt of the Notice to Proceed. The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of Work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers. This Contract, executed in triplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the City in writing.

2. **City Representative:** The Project has been initiated by the City and the Representative for this project will be assigned at the beginning of the project. The City Representative shall act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the City in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. **Contract Documents**

3.1 The term "Contract Documents" above includes all portions of the specifications published and/ or advertised by the City for purposes of soliciting bids for this project. Including: Instructions to Bidders, Bid Documents, Addenda, Plans, Drawings, Specifications, General and Special Conditions, Guarantees, Contracts, Unit Pricing, Schedules, and all documents sent in by Contractor in response thereof such bids including but not limited to, the Contractor's Bid and the Request for Proposals (Exhibits A and B), are attached hereto. The scope of work therefore, may not extend beyond these descriptions as set forth above without proper adjustments and/or opportunity made available so as to properly compensate the contractor for any such scope of work.

3.2 Contractor agrees to perform the contract work to the satisfaction of the City. Contractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the work in strict conformity with the contract documents.

4. **Project Duration:** The duration of the project shall be for a period of not more than thirty (30) days from the Contractor's receipt of the written notice to proceed and a properly executed agreement by both parties. Both documents of which are part of the official documentation of the said project. Any extension of this time period must be approved by the City and agreed upon by a written change order.

5. **Contract sum and payments**

5.1 The total contracted amount is $ 123,000.00

5.2 Payments shall be made for as follows:

Payment 1: Delivery of materials on site 50% payment
Payment 2. Completion and installation of work and equipment 50% payment

5.3 Prior to the final payment, Contractor will provide an affidavit showing that its labor, materials and other bills have been paid, along with full release and/or unconditional lien waivers, in a form satisfactory to Contractor and City. If it appears that any labor, material or other bills incurred in the performance of the contract work are not being paid, the City may take such steps as it (in its sole discretion) deems necessary to ensure that the payments will be utilized to pay such bills.

5.4 Final Payment including any and all retainage shall be made to Contractor not later than thirty (30) days after receipt of the Contractor's final written requisition for payment and acceptance of the final completed project.

5.5 The parties agree that the timing of the performance is essential to this agreement and that damages for failure to abide by this conditions with regard to the timing of performance will be difficult to ascertain. Therefore the parties agree that liquated damages provisions are appropriate and that such damages are not a penalty in this case. In the event that the Contractor fails to perform within the time period specified in this contract Contractor shall pay the City the sum of ONE THOUSAND

DOLLARS ($1000) per day for each calendar day beyond the contract performance termination date as set forth in Section 4 above.

6. **Execution of Work**

6.1 The contractor agrees, within ten (10) calendar days after written notification to proceed by City, to commence the contract work, at such points as the City may designate, and to continue diligently in its performance in accordance with the Project Schedule. Time is of the essence of this contract. If contractor is given reasonable time to perform and fails to do so, any work performed by the City on behalf of the Contractor will be charged back as necessary to cover costs for such work.

6.2 Contractor shall promptly provide the City with any scheduling information requested. City may revise any schedule, if necessary, as the work progresses.

6.3 Contractor shall cooperate with City and other subcontractors/contractors whose work may interfere with or affect the Contractor's work.

6.4 Contractor shall give adequate notices pertaining to its work to the proper authorities and shall secure all necessary licenses and permits to carry on its work; a copy to be provided to City by Contractor prior to the start of contract work.

7. **Warranty**

Contractor will provide a (2) year construction warranty to repair or replace components that fail in workmanship as noted in attached project specifications.

Contractor will provide a (20) year manufacturers warranty for all materials associated with the roof replacement noted in attached project specifications.

8. **Insurance/Liens/Bonding**

8.1 Successful proposer shall provide insurance as follows from the issuance of Notice to Proceed / commencement of work through final payment:

Workers Compensation Insurance in the amounts required by Georgia law.

Employers Liability Insurance with minimum limits of the greater of $500,000 per accident/disease or as required by the law of the state of Georgia.

Commercial General Liability Insurance - ISO Form CG 00 01 (10/93) or equivalent Occurrence Policy which will provide primary coverage in the event of any Occurrence Claim, or Suit, with:

aa. Limits of not less than:

$1,000,000 General Aggregate;

$1,000,000 Products - Comp/OPS Aggregate:

$1,000,000 Personal and Advertising Injury:

$1,000,000 Each Occurrence;

$50,000 Fire Damage (any one fire); and

$5,000 Medical Expense (any one person).

bb. Endorsements attached thereto including the following or their equivalent:

ISO Form CG 25 03 (10/93), Amendment of Limits of Insurance (Designated Project or Premises), describing the Agreement and specifying limits as shown above.

ISO Form CG 20 10 (10/93), Additional Insured-- Owners, Lessees, Or Contractors (Form B), naming Owner and Architect as additional insureds.

Automobile Liability Insurance, with:

A minimum limit of $1,000,000 Combined Single Limit per accident; and

Coverage applying to "Any Auto."

8.2 If any subcontractors are to be used, successful proposer will be required to submit a lien waiver prior to final payment.

8.3 Successful proposer shall provide a Performance and Payment Bond in accordance with Georgia law. Bonds to be delivered at time contract is executed.

Proposer shall provide a 100% Performance Bond (for contract amount)

Proposer shall provide a 100% Labor and Material Payment Bond (for contract amount)

9. **Compliance with Immigration Laws & Regulations**

9.1 The Contractor shall be responsible for complying with the GA Security and Immigration Compliance Act of 2006 (O.C.G.A. §13-10-90 & §13-10-91) and the Rules of the GA Department of Labor implementing the GA Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accordance with these provisions, the Contractor shall complete attached Exhibits C.

9.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. §13-10-91(b).

9.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees.

9.4 Pursuant to O.C.G.A. §50-36-1, Proposer shall provide information regarding citizenship status and shall complete and file with the City the Citizenship Status Affidavit, which is attached hereto as Exhibit C.

9.5 The failure to abide by the provisions and agreements set forth in this Subsection 7 shall constitute a breach and default of this contract.

10. **Inspection and Approvals**

10.1 Contractor shall notify City and or its representatives when portions of its work are ready for inspection. City shall make reasonable efforts after receiving notice from Contractor, to inspect said scope of work completed. Limitations and/or sizes of such portions of work shall be agreed upon by City and Contractor prior to starting each phase thereof.

10.2 Contractor agrees to "make right" at no additional cost to City any such portion that is determined by City's representatives to be incomplete within the bounds of the contract. Contractor shall promptly perform any and all punch list work submitted to it by City.

11. **Termination**

11.1 The City may terminate the contract for failure by the Contractor to comply with the terms and conditions of its contract or failure by the Contractor to correct problems brought to its attention by the City, each of which failures shall constitute a default. In the event of such termination, that Contractor will be paid only those sums due and owing under the contract for performance satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

11.2 The City, for its convenience and without cause, may terminate this contract whenever the City determines that such termination is in its best interest after giving ten (10) days written notice of such termination to the Contractor. In the event of a termination for convenience, the City shall pay all amounts due and owing to the Contractor for performance satisfactorily rendered. However, in no event shall the total amounts paid to the Contractor exceed the contract price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

12. **Disputes/Resolutions**

12.1 Any claims or disputes that may arise, including adjustments to compensation or to time of completion, shall be initiated by written notice within five (5) days after either party becomes aware of the claim or issue in dispute. The parties shall have ten (10) days following such written notice to cure or resolve any dispute. Notwithstanding the foregoing, the failure to provide written notice shall not serve as a bar to an action in law or equity for either party.

12.2 The City and Contractor shall make all reasonable efforts to resolve any and all matters of dispute without the involvement of any third party. However, if such efforts are not successful after a thirty (30) day period, then both parties agree to resolve their claims by filing a Complaint in the Superior Court of Gwinnett County, Georgia. The terms of this Agreement shall be integrated and enforced under the Laws of Georgia.

13. **Indemnity**

13.1 Contractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of

or in any way connected with its work, and shall to the fullest extent permitted by law defend, indemnify and hold harmless City, and their respective officers, agents, and employees, (herein referred to as Indemnities), from and against any and all claims, losses, suits, damages, legal costs and expenses and otherwise, arising out of or in any way connected with Contractor's work. If any claim or demand is made against City for any matter enumerated herein, any payment due, or thereafter to become due, to Contractor shall be held by City to cover such losses and expenses.

14. **Compliance with Laws and Safety Regulations**

14.1 All work, labor, safety rules, services and materials to be furnished by Contractor must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter "Laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by Contractor as part of this Contract without any additional compensation.

14.2 Equal Opportunity Agreement:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicapping condition. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition. Such action shall include but not be limited to, the following: Employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
b. The Contractor will, in all solicitations or advertisements for employees placed or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.
c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246, as amended (3 CFR 169 (1979), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
d. The Contractor will comply with all provisions of Executive Order 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14.3 Contractor agrees to comply with the Drug Free Work Place Act.

15. **Interpretation**

15.1 This Contract shall be interpreted under the laws of the State of Georgia.

16. **Amendments**

16.1 Any amendments to this contract shall be made in advance in writing and shall not be binding until such amendment is agreed upon and executed by both parties.

16.2 No change orders shall be binding unless reduced to writing and agreed upon by both parties in writing.

17. **Public Convenience and Safety:**

17.1 Work hours for the duration of the project are Monday through Friday from 7:00 am until 5 p.m., no weekend work is allowed unless authorized in advance.

17.2 At no time during construction shall staff or guests be prevented from entering the project property due to construction or materials storage.

17.3 Construction vehicles shall not utilize driveways for turnaround, materials storage or staging. It is contractors responsibility to coordinate with the project manager for material storage or staging (if required), prior to beginning work.

18. **Pre-construction Conference:** The Contractor shall attend a pre-performance conference with the City Staff prior to commencing any work.

19. **Drug Free Work Place:** The Contractor is required to certify a drug-free workplace for all employees including subcontractors, attached hereto as Exhibit D.

IN WITNESS WHEREOF, THE City and Contractor have executed this contract consisting of ____ pages and the Attachments/Exhibits/Statements/Affidavits (if any) on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

CONTRACTOR:	**CITY:**
	CITY OF DULUTH
By: _____	By: _____
_____	James Riker, City Manager
Printed Name and Title	*Printed Name and Title*
Federal I.D. Number: _____	
(Seal)	
Notary Public	**Notary Public**
In the presence of: _____	In the presence of: _____
Subscribed and sworn to before me	Subscribed and sworn to before me
This ____ day of _____, 2026	This ____ day of _____, 2026
My Commission expires: _____	My Commission expires: _____
In the County of _____	In the County of _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

Duluth
Capture the Spirit of Good Living

Contractor E-Verify 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 direction.)

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

Project Name: _____ Date of Project: _____

Legal Name of Contractor: _____

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

Federal Work Authorization User Identification Number (E-Verify Number): _____ (4-8 digit numeric #)

Date of Authorization: _____

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

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

_____ _____ _____
Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,20____

Executed in _____(City), _____ (State)

_____ _____
NOTARY PUBLIC Signature My Commission Expires

3167 Main Street Duluth, Georgia 30096 [P] 770.476.3434 [F] 770.623.2780 www.duluthga.net *REVISION 07-2013*

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, RELATED TO THE "DRUG-FREE WORKPLACE", HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A DRUG-FREE WORKPLACE will be provided for the employees during the performance of the contract; and

2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____(Contractor) certifies to the City of Duluth that a DRUG-FREE WORKPLACE will be provided for the employees during the performance of this contract known as_____(Project) pursuant to paragraph seven (7) of subsection B of Code Section 50-24-3. Also the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ _____
CONTRACTOR DATE

_____ _____
NOTARY DATE

END SECTION 000520

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____

_____
(Address of Contractor)

_____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

_____
(Name of Surety)

_____

_____
(Address of Surety)

a Corporation of the State of _____and a surety authorized by law to do business in, the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Duluth _____ (
Name of Obligee)

3167 Main Street, Duluth, Georgia 30096 ___
(Address of Obligee)

hereinafter referred to as Obligee are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract referred to, in the penal sum of _____Dollars ($ _____)in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and

during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures on Next Page)

2026-02
Roof Replacement Project-City Hall Building

ATTEST:

_____
(Principal)

_____
(Principal Secretary)

(SEAL)

By: _____

_____
(Address)

_____
(Witness to Principal)

_____
(Address)

ATTEST:

_____
(Surety)

By: _____
(Attorney-in-Fact)

_____
(Resident or Nonresident Agent)

_____
(Address)

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BONDING AGENT CONTACT INFO

Print Name_____

Company Name_____

E-Mail_____

Phone_____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____

_____
(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

_____
(Name of Surety)

_____

_____
(Address of Surety)

a Corporation of the State of_____and a surety authorized by law to do business in, the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Duluth
(Name of Obligee)

3167 Main Street, Duluth, Georgia 30046
(Address of Obligee)

hereinafter called the Obligee for the use and protection of all subcontractors and all person supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution the work provided for in the contract hereinafter referred to in the full and just sum of
_____ Dollars($ _____)
in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee for the Roof Replacement Project- City Hall Building.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools,

machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. §36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

ATTEST:

_____
(Principal)

_____
(Principal Secretary)

SEAL

By: _____

_____
(Address)

_____
(Witness to Principal)

_____
(Address)

_____
(Surety)

ATTEST

By: _____
(Attorney-in-Fact)

_____
(Resident or Nonresident Agent)

_____
(Address)

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals

BONDING AGENT CONTACT INFO

Print Name_____

Company Name_____

E-Mail_____

Phone_____

2026-02 Roof Replacement Project-City Hall Building

CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Duluth has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the City, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Duluth Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____DAY OF_____, 202_

Notary Public
My Commission Expires: _____

For City of Duluth Use Only:
Document ID #_____
Issue Date: _____
Initials: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Rev. 6.20.13

2026-02 Roof Replacement Project-City Hall Building

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with the City Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
   Company Submitting Bid/Proposal

2. Please select one of the following:

   ☐No information to disclose *(complete only section 4 below)*
   ☐Disclosed information below *(complete section 3 & section 4 below)*

3. If additional space is required, please attach list:

_____	_____
City of Duluth Elected Official Name	City of Duluth Elected Official Name
_____	_____
City of Duluth Elected Official Name	City of Duluth Elected Official Name

4. BY: _____

   Sworn to and subscribed before me this

   _____ day of _____, 20____

   _____
   Printed Name of Authorized Officer or Agent

   _____ _____
   Title of Authorized Officer or Agent of Contractor Notary Public

   (seal)

Note: The ordinance will be available to view in its' entirety at www.duluthga.net

STATE OF GEORGIA
CITY OF DULUTH

GENERAL CONDITIONS
FOR THE CITY OF DULUTH CONSTRUCTION CONTRACTS

1 FAMILIARITY WITH SITE
Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

2 CONTRACT DOCUMENTS
This agreement consists of the City's request for proposals, instructions to bidders, Contractor's proposal, construction contract, Performance Bond, Payment Bond, general conditions, special provisions, specifications, plans, drawings, addenda, and written change orders.

3 DEFINITIONS
The following terms as used in this agreement are defined as follows:

Change Order - a written order to the Contractor, prepared by the Consultant and issued by the City for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

City – The City of Duluth, a political subdivision of the State of Georgia.

Day - a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Notice to Proceed - written communication issued by the City to the Contractor authorizing it to proceed with the work and establishing the date of commencement and completion of the work.

Substantial Completion - the date certified by the Consultant when all or a part of the work, identified in the Consultant's certification, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work - all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to ensure a functional and complete facility.

4 CODES
All codes, specifications, and standards referenced in the contract documents shall be the latest additions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

5 REVIEW OF CONTRACT DOCUMENTS
Before making its proposal to the City, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Consultant any error, ambiguity, inconsistency or omission that may be discovered, including

any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Consultant that have become a part of the contract documents appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the City, has properly stopped the effected work until instructed to proceed, and has otherwise followed the instructions of the Consultant, the Contractor shall not be liable to the City for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work.

6 STRICT COMPLIANCE

No observation, inspection, test or approval of the City or Consultant shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents.

7 APPLICABLE LAW

All applicable State laws, City ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. All work performed within the right of way of the Georgia Department of Transportation shall be in accordance with DOT regulations, policies and procedures. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees, as well as the Consultant, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

8 PERMITS & LICENSES

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

9 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, City, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the City at all reasonable times for inspection and copying.

10 DELINQUENT CONTRACTORS

The City shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the City for taxes. The City shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the City to offset any taxes owed against said debt.

11 LIEN WAIVERS

The Contractor shall furnish the City with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. In the event that such evidence is not

furnished, the City may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The City assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

12 MEASUREMENT
All items of work to be paid for per unit of measurement shall be measured and certified by the Consultant.

13 ASSIGNMENT
The Contractor shall not assign any portion of this agreement or moneys due therefrom without the prior written consent of the City. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

14 FOREIGN CONTRACTORS
In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

15 INDEMNIFICATION
Contractor shall indemnify, hold harmless, insure, and defend the City for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

16 SUPERVISION OF WORK
The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Consultant. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

17 RESPONSIBILITY FOR WORK
The Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the Consultant, including inspections, tests or approvals required or performed pursuant to this agreement.

18 RESPONSIBILITY FOR ACTS OF EMPLOYEES
The Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement. All areas within the limits of the Project which are determined by the Consultant to be unnecessarily damaged, due either directly or indirectly to the process of construction, shall be responsibility of the

Contractor to correct and repair. This is not a payment item and shall be done without additional compensation.

19 PAYMENT FOR LABOR AND MATERIALS
Unless otherwise provided in this agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Consultant may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Consultant to be incompetent.

21 HOURS OF OPERATION

All work at the construction site shall be performed during business hours identified within the contract, except upon the Consultant's prior written consent to other work hours.

22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions, which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the City relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The City assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

23 RIGHT OF ENTRY

The City reserves the right to enter the site of the work by such agent as it may elect for the purpose of inspecting the work or installing such collateral work as the City may desire.

24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

(1) Upon personal delivery to the Contractor, it's authorized representative, or the Consultant on behalf of the City. Personal delivery may be accomplished by in- person hand delivery or bona fide overnight express service.

(2) Three days after depositing in the United States mail a certified letter addressed to the Contractor, the City, or the Consultant. For purposes of mailed notices, the City's mailing address shall be 3167 Main Street, Duluth, Georgia 30096. The Contractor's mailing address shall be the address stated in its proposal, and the Consultant's mailing address shall be its address listed in the Notice to Begin Work.

25 SAFETY

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the Contractor shall erect and maintain, as required by existing conditions and the progress of the work, all reasonable safeguards for the safety and protection of persons in the vicinity of the project.

26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A.§25- 9-1 through §25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. §46- 3-30 through § 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. §34-1-1 and agrees to comply with said provisions.

29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the City.

31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Consultant for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the City. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the City or the Consultant to commence and continue correction of such default or neglect with diligence and promptness, the City or the Consultant may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, make good such deficiencies and complete all or any portion of any work through such means as the City may select, including the use of a new Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City on demand.

33 NEW MATERIALS

The Contractor warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

34 CONTRACTOR'S WARRANTY

Contractor will provide a (2) year construction warranty to repair or replace components that fail

in workmanship as noted in attached project specifications.

Contractor will provide a (20) year manufacturers warranty for all materials associated with the roof replacement noted in attached project specifications.

The Contractor shall correct such work promptly after receipt of written notice from the City to do so. This obligation shall survive both final payment for the work and termination of the contract.

35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. All such warranties shall be directly enforceable by the City.

36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the City, or the Consultant, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the City or Consultant to stop work shall not give rise to any duty on the part of the City or the Consultant to execute this right for the benefit of the Contractor or for any other person or entity.

38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, or fails to supply sufficient properly skilled workers, materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the City may, after ten days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The City may finish the work by whatever methods the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future City contracts.

39 TERMINATION FOR CONVENIENCE

The City may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the City. Said termination shall be without prejudice to any right or remedy of the City provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of

termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

40 TERMINATION FOR CONVENIENCE - PAYMENT

In the event that the City terminates this agreement for the convenience of the City, the City shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent on the actual fully accounted cost recovered pursuant to this paragraph. In the event that it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the City, the City shall pay the Contractor the following amounts determined by the Consultant:

A. An amount for supplies, services, or property accepted by the City for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price specified in this agreement appropriately adjusted for any saving of freight or other charges; and

B. The total of:

(1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;

(2) The costs of settling and paying claims arising pursuant to the termination of the work under said contracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be included in the costs payable pursuant to (A); and

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this agreement.

41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

In the event of termination for the convenience of the City, the total sum to be paid to the Contractor shall not exceed the contract price as reduced by the amount of payments otherwise made, by the contract price for work not terminated, and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Consultant, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to another buyer.

42 COST TO CURE

If the City terminates the whole or any part of the work pursuant to this agreement, then the City may procure upon such terms and in such manner as the Consultant may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City

for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the City such reasonable attorney's fees as the City may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the City, and except as otherwise directed by the Consultant, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the notice of termination;

(2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

(4) Assign to the City in the manner, at the times, and to the extent directed by the Consultant, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Consultant, to the extent the Consultant may require, which approval or ratification shall be final for all purposes;

(6) Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times, and to the extent, if any, directed by the Consultant, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:

(a) The fabricated or unfabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

(b) The completed or partially completed plans, drawings, information, and other property to the work.

(7) Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Consultant, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor pursuant to this agreement.

(8) Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

(9) Take such action as may be necessary, or as the Consultant may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the City has or may acquire an interest.

45 RECORDS

The Contractor shall preserve and make available to the City all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the City may have against the Contractor, the amount determined by the Consultant to be necessary to protect the City against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the City.

47 REIMBURSEMENT OF THE CITY

In the event of termination, the Contractor shall refund to the City any amount paid by the City to the Contractor in excess of the costs reimbursable to the Contractor.

48 TERMINATION FOR CONVENIENCE - DELAY

The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically set forth in this agreement. The City or the Consultant may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the City may determine to be appropriate for the convenience of the City. If the performance of the work is interrupted for an unreasonable period of time by an act of the City or Consultant in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Consultant in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Consultant within ten days after the termination of such suspension, delay or interruption.

49 COMMENCEMENT AND DURATION OF WORK

The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed by the City. The Contractor shall diligently prosecute the work to completion within the time specified therefore. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to ensure completion of the work within the specified time. The Contractor and City hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work.

50 TIME OF THE ESSENCE
All time limits stated in this agreement are of the essence of this contract.

51 IMPACT DAMAGES
Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the City its agents or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

52 DELAY
The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act of neglect of the City with the Consultant.

53 INCLEMENT WEATHER
The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Consultant that there was greater than normal inclement weather considering the full term of the contract using a ten-year average of accumulated mean values for climatological data compiled by the U.S. Department of Commerce for Atlanta, Georgia and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore.

54 NOTICE OF DELAY
The Contractor shall not receive an extension of time unless a notice of a claim is filed with the City and the Consultant within ten days of the first instance of such delay, disruption, interference or hindrance and a written statement of the claim is filed with the Consultant and the City within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim, which it may have for an extension of time pursuant to this agreement.

55 NOTICE OF DELAY - CONTENTS
The notice of delay referenced in the preceding paragraph shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

56 PROGRESS OF WORK
To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the work actually in place falls behind the currently updated and approved project network schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Consultant, take action at no additional cost to the City to improve the progress of the work, including increasing manpower, increasing the number

of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the City or Consultant that the Contractor is failing to prosecute the work with such diligence as will ensure its completion within the time specified. In such event, the City shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the City.

58 SET-OFFS

Any monies due to the City pursuant to the acceleration provisions of this agreement may be deducted by the City against monies due from the City to the Contractor.

59 ACCELERATION - REMEDIES

The remedies of the City concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the City at law, in equity, or contained in this agreement.

60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

62 CONSULTANT'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Consultant/Engineer unless the requirement therefore is waived in writing. The Consultant/Engineer may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources, which are currently manufacturing such materials, except as otherwise specifically approved by the Consultant.

64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

65 PAYROLL REPORTS

N/A

66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Consultant in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Consultant, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other employee in charge of the work shall be an authorized representative of the Contractor.

67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. Neither the Contractor nor any subcontractor shall award work to any subcontractor without the prior written consent of the City. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

68 INSPECTION BY CONSULTANT

All work pursuant to this agreement shall be subject to inspection by the Consultant for conformity with contract drawings and specifications. The Contractor shall give the Consultant reasonable advance notice of operations requiring special inspection of a portion of the work.

69 WORK COVERED PRIOR TO CONSULTANT'S INSPECTION

In the event that work is covered or completed without the approval of the Consultant, and such approval is required by the specifications or required in advance by the Consultant, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

70 CONSULTANT’S AUTHORITY

The Consultant shall have the authority to decide all questions concerning interpretation and fulfillment of contract requirements, including, without limitation, all questions concerning the prosecution, progress, quality and acceptability of the work. Any oral decision or instruction of the Consultant shall be confirmed in writing. All communications between the City and the Contractor shall be made through the Consultant. The Contractor shall submit to the Consultant a complete schedule of values of various portions of the work, including quantities and unit prices, aggregating the contract price. The schedule shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule of values, when approved by the Consultant, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the contract amount.

71 PROGRESS ESTIMATES

The Contractor shall also prepare a written report for the Consultant's approval of the total amount of value of work performed to the date of submission. No progress estimate or payment shall be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for suitably stored materials.

72 PROGRESS PAYMENTS

N/A

73 TIME OF PAYMENT

When the contractor has performed in accordance with the provisions of this Agreement, City of

Duluth shall pay to the contractor, within 30 days of receipt by the City of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this Agreement, if any. In the event that City of Duluth fails to pay the contractor within 60 days of the City's receipt of a pay request based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the City's receipt of the pay request. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this agreement are intended to supersede all provisions of the Georgia Prompt Pay Act as provided by law.

74 RETAINAGE

Until the payment for Substantial Completion, the City shall withhold retainage in the amount of ten percent (10%). When Substantial Completion is achieved, retainage shall be paid to Contractor with the final payment in accordance with the terms of Section 82.

75 PAYMENT OF SUBCONTRACTORS

75.1 GENERAL

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the City. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner.

75.2 SUBCONTRACTOR RETAINAGE RELEASE

Upon request by Contractor, the City may, in its sole discretion, permit an amount equal to the retainage associated with a subcontractor’s work to be released from the retainage held by the City upon completion of the subcontractor’s work. To request subcontractor retainage release, Contractor shall submit a written request to the City that (a) certifies the subcontractor’s work is complete and specifies the amount of retainage withheld by Contractor, (b) contains a release of all claims by the subcontractor, and (c) is executed by the Contractor, subcontractor, and, if required by the City, the engineer.

76 CITY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the City nor the Consultant shall have any obligation to pay any subcontractor except as otherwise required by law.

77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the City's acceptance of work performed pursuant to this agreement.

78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

79 JOINT PAYMENTS

The City reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

80 RIGHT TO WITHHOLD PAYMENT

The Consultant may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the City against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the City or any other contractor on the project.

81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of substantial completion, the Consultant shall inspect the work and determine whether the work is substantially complete. If the work is substantially complete, the Consultant shall issue a certificate of substantial completion of the work which shall establish the date of substantial completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

82 FINAL PAYMENT

82.1 GENERAL

Upon Substantial Completion of the work and upon application by the Contractor and approval by the engineer, the City shall make payment reflecting adjustments and retainage for the work as provided in this agreement.

82.2 AMOUNT TO BE WITHHELD

Upon receipt of an application for final payment, the engineer shall designate amounts to be withheld from the payment for incomplete work and/or defective work to be remedied. The amounts withheld shall equal 200 percent of the value of each item of incomplete work and defective work to be remedied. Such an amount shall be withheld until completion and remediation of such work.

83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project unless otherwise provided in the certificate of substantial completion.

84 FINAL PAYMENT - WAIVER OF CLAIMS

The acceptance of the substantial completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at substantial completion and except for the retainage sums due at final acceptance. Following the Consultant's issuance of the certificate of substantial completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Consultant a written notice that the work is ready for final inspection and acceptance and shall also forward to the Consultant a final application for payment. When the Consultant finds the work acceptable and determines that the contract has been fully performed, the Consultant shall issue a certificate for payment which shall approve final payment to the Contractor.

85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Consultant:

A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness

connected with the work have been paid other otherwise satisfied;

B. The surety's consent to final payment; and

C. Any other data reasonably required by the City or Consultant establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the City or Consultant, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the City all monies that the City may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in City of Duluth, Georgia and that the contract is to be performed in City of Duluth, Georgia. Each party hereby consents to the Gwinnett County Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in Gwinnett County Superior Court.

87 CHANGES AND EXTRA WORK

87.1 AUTHORITY FOR CHANGES

The City may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Contract.

C-87.2 CHANGE ORDERS

Without invalidating the Contract, the City may at any time or from time to time, by written order, order additions, deletions, or revisions in the Work related to the original scope of the Work. Change Orders will authorize these. Upon receipt of the Change Order, Contractor shall promptly proceed with the work involved. If any price or scope of the Work or an extension or shortening of the Contract Time is involved, an equitable adjustment will be made within the Change Order. In the event the Change Order increases the contract price, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Section 15. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Contract Documents.

87.3 WRITTEN NOTICE

The City may, at the request of the Contractor, issue interpretations, clarifications and other instructions as to the intent of the Contract Documents, in the form of Written Notices. The City may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations, clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Contract Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Contract Price or Time, or both, he shall give the City notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the

change in Contract Price or Time. The City shall render a timely, written decision on the Contractor's request for a change in Contract Price or Time. Should the City determine that the Contractor is not entitled to a change in Contract Time or Price, the Contractor shall proceed as directed upon receipt of the City's decision. Failure to proceed shall constitute a breach of Contract and shall be a cause for the termination of the Contract. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Contract.

87.4 EXTRA WORK

Extra work consists of new and unforeseen work determined by the City not to be covered by any of the various items for which there is a bid price or by combination of such items.

87.5 VARIATION IN QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deem reasonably necessary or desirable by City to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

88 CHANGE ORDERS

88.1 GENERAL

The Contract Price may only be changed by a Written Change Order. Each change will be set forth in a Change Order prepared by the City and approved by City. Change Orders will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c) any adjustment of the time of completion of the Work. If the City determines that a change requiring additional work will cause delay in completion of Work, he will grant an equitable time extension for the changed work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of work set forth therein, furnishing all labor, material, and equipment necessary therefore, in the same manner as if such work were originally included in the Contract. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

88.2 METHODS OF PAYMENT

The value of any work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by the following method which is most advantageous to City, as determined by the City:

A. Where the work involved is covered by unit prices contained in Contract Documents, by application of unit prices to the quantities of the items involved.

B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit.

C. On the basis of the actual cost of the work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as force account work. Contractor's

fee for force account work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined hereinafter.

88.3 LUMP SUM CHANGE ORDER WORK

Contractor shall prepare an estimate of all extra and deleted work as described by Written Notice, using established unit prices where they are stated in the Bidding Documents. Estimates for labor, bonds, insurance, materials, and equipment required shall otherwise be based on the provisions set forth hereinafter.

88.4 CHANGE ORDERS LIMITED

Except as provided herein, no order, statement or conduct of the City or the Construction Program Manager shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Contract Price or Contract Time.

88.5 NO WORK STOPPAGE

Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

88.6 CONTRACT AMENDMENT

The amount payable to the Contractor under the Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract.

89 FORCE ACCOUNT WORK

Force account work is an Owner-defined emergency, a sudden or unforeseen failure or malfunction of an existing system, which results in the Contractor being obligated to respond to the site of the emergency as Owner-directed. Contractor may perform work on a force account basis and will be paid for properly allocated charges which may include labor, bond premium, supplies and materials, equipment and subcontract billings, incurred in the performance of such force account work as more particularly described below:

A. Labor: All labor shall be billed at the hourly rates specified in the bid. Regular rates will apply during normal business hours, defined as Monday through Friday, 7 a.m.–5 p.m. Overtime rates will apply during non-normal business hours. If premium rates apply, then overtime rates shall be defined as Monday through Friday, 5 p.m.–8 p.m. Accordingly, premium rates, if applicable, shall be defined as Monday through Saturday, 8 p.m.–7 a.m., all hours on Sundays and all City recognized holidays. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the City. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

   The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the force account work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

C. Materials: For materials accepted by the City and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If materials are procured by Contractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned and delivered to the site of the Work.

For other materials used in the construction which are not an integral part of the finished Work, such as, but not limited to, sheeting, false work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the City before such work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

D. Equipment: N/A.

E. Subcontract Work: Where the Change Order applies to work being performed under a subcontract, reimbursement, including the fee for small tools, overhead and profit for the subcontractor's work performed on a force account basis shall be computed in precisely the same manner as if performed by Contractor as indicated herein. One additional allowance of five percent (5%) of the subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the subcontractor. If the subcontractor elects to contract out change order work to a third (or lower) level contractor or supplier of purchased equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level work or materials. The City reserves to right to direct the Contractor to contract directly with third (or lower) level subcontractors and suppliers of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) subcontractors and suppliers of purchased equipment. If similar work is not being performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive bids for the requirements of the Change Order and the Contract Documents from Subcontractors acceptable to the City. Selection of the Subcontractor shall be subject to the approval of the City.

F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for work done on a force account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a force account basis.

G. Statements: No payment will be made for work performed on a force account basis until Contractor furnishes the City itemized statements of the cost of such force account work detailed as to the following:

(1) Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman.

(2) Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.

(3) Materials - quantities of supplies and materials, prices, including transportation cost and extensions.

(4) Bonds and insurance premiums.

(5) Subcontract work - force account detail as above, or progress quantities and prices of unit price or lump sum subcontracts.

(6) Payments for items under paragraphs (a) to (f) inclusive shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost.

H. If, in the City's opinion, Contractor or any of his subcontractors, in performing force account work, are not making efficient use of labor, material, or equipment and/or are proceeding in a manner which is expensive to the City, the City may request the Contractor to make more efficient use of labor, material and equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the City may independently determine the reasonable cost of the work and the Contractor will be entitled only to the reasonable cost so estimated by the City.

90 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the City, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause 88, Change Orders.

91 CHANGED CONDITIONS

Contractor shall notify the City in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed:

A. Subsurface or latent physical conditions at the site of Work differing materially from those represented in this Contract; or

B. Unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The City will promptly investigate conditions of which it is so notified or conditions discovered by it which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If the City determines that the conditions materially differ and that they will materially increase or decrease the costs of any portion of Work, it will issue a Change Order adjusting the compensation for such portion of Work.

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SECTION 01 01 00
SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specifications Sections apply to this Section.

1.2 SUMMARY

A. Section Includes: Project description
B. Summary by reference
C. Other contracts

1.3 PROJECT DESCRIPTION

A. Briefly and without force and effect on other requirements of the Contract Documents, the Project of the Contract can be described in summary as follows
   1. The scope of this Project includes, but is not limited to:
      a. All work is performed in an existing building that is operational. The existing fully adhered membrane shall be treated according to the manufacturer's instructions. Install mechanically fastened, white 60 mil TPO membrane over the existing system. Install new roof drain hardware.

B. Work Included:
   1. The intent and meaning of the Contract Documents is that the Contractor, under the General Conditions and other terms of the Contract, shall take all actions necessary and required to provide all labor, materials, supplies, equipment, transportation, facilities, and appurtenances which are indicated or implied by each drawing within the Drawings and each section of the Specifications, all of which are collectively necessary and required for the demolition and construction of the described Project.

1.4 SUMMARY BY REFERENCE

A. The Work can be summarized by reference to the requirements of all of the various elements of the Contract Documents, which in turn make references to the requirements of other applicable provisions which control or influence the Work; and these references can be summarized by but are not necessarily limited to the following:
   1. Executed Owner & Contractor Agreement
   2. General Conditions
   3. Drawings as listed on the Index of Drawings located on the first sheet of Drawings prepared by Reeves Consulting, Inc.
   4. Specifications in Project Manual
   5. All Addenda to the Contract Documents issued prior to bid.
   6. All Modifications to the Contract Documents made in accordance with the General Conditions and Specifications.
   7. Statutory requirements and governing regulations which have a bearing on

the performance of the Work.

8. Contractor submittals required by the Contract Documents

1.5 WORK SEQUENCE

A. The Work shall be conducted to provide the least possible interference to Owner's activities.

B. The Contractor is responsible for coordination of the existing building systems within the area of work and shall conduct demolition/construction work within this design intent. Contractor shall notify the Consultant and Owner immediately if there are any potential conflicts.

C. The Contractor shall submit a preliminary schedule at the Pre-Construction meeting showing the project's sequencing, commencement and completion dates.

D. The Contractor shall maintain a construction schedule and shall confirm the schedule with the Consultant and Owner's personnel.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 01 00

SECTION 01 02 00

ROOF ASSESSMENT REPORT

DULUTH CITY HALL BUILDING
DULUTH, GEORGIA
January 22, 2026

ROOF ASSESSMENT REPORT

Duluth City Hall

Duluth, Georgia

January 22, 2026



REEVES CONSULTING, INC.

3590 River Summit Trail
Duluth, Georgia 30097
404.983.0838
www.reevesconsultinginc.com

January 22, 2026

Mr. James Riker
City of Duluth
3167 Main Street
Duluth, Georgia 30096

RE: ROOF ASSESSMENT REPORT

Duluth City Hall
3167 Main Street
Duluth, Georgia 30096

Assessment Date: January 16, 2026
Consultant: Jerry Reeves, Jr., RRC, RRO, CIT I,
Remote Pilot #4152949

ROOF AREA A: 7,400± square feet, 20+-year-old, adhered Firestone thermoplastic olefin (TPO) membrane over tapered polyisocyanurate insulation and a steel deck. The base layer of polyiso is approximately 0.50”

ROOF AREA B: 7,800± square feet, 20+-year-old, slate tile roof system over a plywood deck and steel truss system. The steep sloped roof areas are not included in the project.

RECOMMENDATIONS:

Roof Area A:

Slice/cut the existing membrane per manufacturers recommendations and adhere a new .60-mil TPO membrane per the manufacturer’s recommendations and current applicable code

2.0 – PHOTOGRAPH/THERMOGRAM LOG



Photo 1: An overview of the roof.



Photo 2: An overview of the two smaller roof areas.



Photo 3: An overview of conditions on the main roof.



Photo 4: An overview of conditions on one of the two smaller roofs.



Photo 5: An overview of conditions on the second smaller roof.

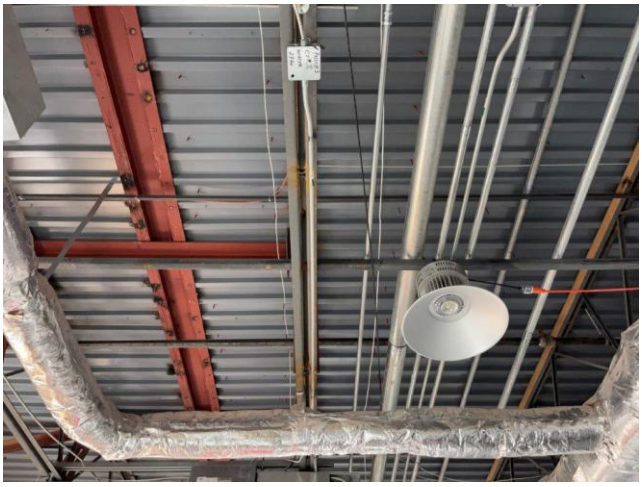


Photo 6: An overview of the bottom side of the steel deck.



Photo 7: Conditions on a parapet



Photo 8: Conditions on a parapet.

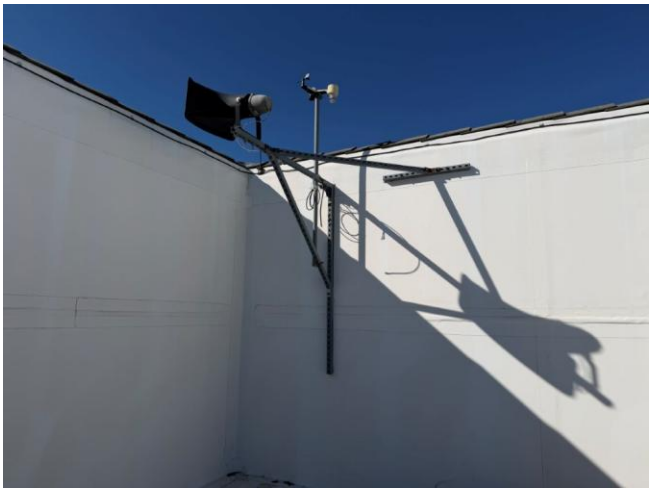


Photo 9: Equipment mounted to a parapet.



Photo 10: Membrane to brick termination.



Photo 11: Membrane termination to EIFS.



Photo 12: Slate tile cap extending over the membrane.



Photo 13: Membrane termination to concrete coping caps.



Photo 14: A split system mounted to a curb.



Photo 15: A damaged parapet access door.



Photo 16: A parapet access door and a vent cover.



Photo 17: Typical conditions.



Photo 18: A light mounted to the roof.



Photo 19: Conditions at a penetration curb.



Photo 20: A trash can covering the portal curb shown in the previous photo.



Photo 21: A roof drain.



Photo 22: An additional roof drain.



Photo 23: Damaged PVC pipe under the drain cover.



Photo 24: The roof hatch.

SECTION 01 12 00
CONTRACT RESPONSIBILITIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division Specification Sections apply to this Section.

1.2 RESPONSIBLE PARTIES

A. The term “Owner” or “City” used in these documents means the Project Manager or Owner Representative.

B. The term “Consultant” used in these documents means Consultant, Engineer or other consultants under contract with the Consultant.

C. The term “Contractor” used in these documents means the General Contractor, their employees or those under contract to do work on their behalf. (Note: Contractor may also mean Construction Manager)

D. At the time of Advertisement, the Owner Representative is:

James Riker
3167 Main Street
Duluth, Georgia 30096
jriker@duuthga.net

1.3 SUMMARY

A. Owner reserves the right to furnish equipment, perform work and award other contracts in addition to general construction contract. This Section itemizes known coordination items. Project Coordination Section indicates Contractor’s responsibilities under these conditions. The Owner will have items prepared for pick-up or delivered to the site per the Construction Schedule.

B. Exclude from Contract Sum items specifically identified in the following schedule as purchased/provided by Owner or purchased/provided and installed by Owner. Where Contractor has responsibility for installation of an Owner purchased/provided item, include in Contract Sum all costs associated with complete installation of the item and necessary coordination with the Owner.

C. Items provided to Contractor by the Owner are in good repair and working order.
   1. Inspect items at time of delivery; immediately notify Owner of any damage.
   2. Items not identified as “damaged” at the time of delivery or pickup are the complete responsibility of the Contractor and shall be maintained without damage through Substantial Completion.
   3. Repair or replace immediately items not identified as “damaged” at time of delivery and damaged prior to Date of Substantial Completion.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 SCHEDULES

Item	*Contractor Responsibilities*	*Owner Responsibilities*
A. Permits and Fees	*Pay all fees not paid by Owner.*	*N/A*
B. Utilities	*N/A*	*N/A*

END OF SECTION 01 12 00

SECTION 01 23 00
ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of Contract, including General and Supplemental General Conditions and other General Requirement sections, apply to work specified in this section.

1.2 REQUIREMENTS

A. Definitions: Alternates are defined as products, materials, equipment, systems, methods, units of work, or major elements of construction which may, at Owner's option and under terms established by Instruction to Bidders and in the Contract, be selected for work in lieu of requirements of Contract Documents. Selection may occur prior to contract date, or may, by Agreement, be deferred for possible selection at a subsequent date.

B. Alternates may or may not change scope and general character of the Work.

C. Requirements of this section may be related to, but shall not be confused with, requirements of the Contract Documents related to "allowances", "unit prices", "change orders, "substitutions", and similar terms.

D. Refer to Contract and subsequent modifications thereto, if any, for determination of which of several scheduled alternates have been accepted and therefore are in full force and effect as though included originally in documents for the Base Bid.

E. Notification: Immediately following award of Contract, prepare and distribute to Owner, Consultant, Subcontractors and material suppliers, as applicable, a notification of the status of each alternate. Indicate that alternates have been accepted, rejected, or deferred for consideration at a later date. Indicate dates by which Owner must make decisions on deferred alternates in order not to delay project.

1.3 ALTERNATES

Deduct -$_____

END OF SECTION 01 23 00

SECTION 01 25 00
PROCEDURES FOR CONTRACT MODIFICATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Change Proposal Request

B. Change Proposal

C. Change Order/Supplemental Agreement

D. Time and Materials Work

E. Consultant's Field Directives

1.3 DEFINITIONS

A. Change Proposal Request: Any written request from the Owner or Consultant to the Contractor for a quotation, price or cost breakdown on a change that is proposed but not yet ordered.

B. Change Proposal: Any written proposal from the Contractor to the Owner or Consultant setting forth a change in the Scope of Work and the effect of such change on Contract Time and/or Contract Sum.

C. Change Order: A written order to the Contractor, prepared by the Consultant and issued by the Owner, for directing changes in the Scope of Work of the Contract, adjustments in the Contract Sum, and/or extensions of Contract Time. When executed by all parties, this item, also referred to herein as a Supplemental Agreement to the Contract, is an amendment to the Contract.

D. Modifications: Include Change Orders (Supplemental Agreements to the Contract) prepared by the Consultant and signed by the Owner and Contractor; written field directives issued by the Consultant to the Contractor, which change the Scope of Work and may affect Contract Sum, but are necessary because of situations described elsewhere in this section; and written orders issued by the Consultant for minor changes in the Work with no cost or schedule implications.

E. Time and Material Work: Work which will be paid for on the basis of the actual costs including materials, labor, equipment and other expenses defined elsewhere herein and documented by detailed records. Also referred to as force account. Refer to 89.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CHANGE PROPOSAL REQUEST

A. The Change Proposal Request is the method by which Owner directed changes in the Scope of work are initiated. These requested changes may originate with the Owner or Consultant, may be responses to unexpected site conditions, or may be responses to issues raised by the Contractor through its requests for information or document clarifications.

B. Change Proposal Requests are not directions to change the Work.

C. Unless specified differently on the Change Proposal Request, the Contractor will be expected to respond to all requests within five (5) calendar days of receipt.

3.2 CHANGE PROPOSAL

A. The Contractor will submit Change Proposals in response to Change Proposal Requests, in response to Consultant's field directives as applicable, in accompaniment of substitution requests, and as follow up to previously filed claims for extra cost or time.

B. Every Change Proposal shall include the following information as applicable:
   1. The amount of change in the Contract Sum, if any.
   2. The amount of change in the Contract Time, if any. The change in Contract Time shall be explained relative to the approved Construction Schedule and shall be justified in terms of the critical path of the Work and the requirements of the Contract. A Fragnet schedule is required to be submitted to verify any extension of Contract Time.
   3. Cost breakdowns detailing the applicable work items and inclusive of quantities and unit prices for labor, materials cost with invoices or proposals to substantiate costs, products, equipment usage with invoices or proposals to substantiate costs, expenses for bonds, insurance and taxes; and overhead and profit. Contractor’s subcontractor and second tier subcontractor expenses shall be presented at the same level of detail.
   4. The period of time within which the proposed changes in Contract Sum or Time will be valid, but no less than 30 calendar days from the time an acceptable Change Order has been submitted.
   5. A statement describing the effect the change may have on the work of other prime contractors or the Owner.

C. Fees for administration, overhead and profit shall be limited to 15% for the Contractor or Contractor’s subcontractor performing the work. On work performed by Contractor’s subcontractor, the Contractor may markup said work for purposes of administration, overhead and profit by no more than 5%. On work performed by a second tier subcontractor, the Contractor’s subcontractor may markup said work for purposes of administration, overhead and profit by no more than 5%; the Contractor shall not mark up the work of second tier subcontractors by more than 5%.

D. The maximum total allowable cost to Owner shall be the cost of the Work plus a maximum collective aggregate fee for the Contractor and all tiered subcontractors of 25%.

E. The Contractor shall not place a reservation on a Change Proposal that holds open the Contractor's right to claim additional costs for indirect or impact damages related to the change such as alleged costs for disruption, interference, delay, acceleration or remobilization.

F. If the Change Proposal is related to a claim for additional cost or time, Contractor shall indicate the origin and date of the initial claim notice and detail the basis of the claim and the associated costs.

G. General Conditions may not be charged for change order work, unit prices or delays unless authorized by the Owner prior to the work.

3.3 CHANGE ORDER/SUPPLEMENTAL AGREEMENT

A. A Change Order or Supplemental Agreement is the only instrument by which the Contract can be modified to increase or decrease the Contract Sum or Contract Time. For a Change Order to be effective, it must be executed by the Owner and Contractor. The cost basis of a Change Order may be a lump sum, unit prices, or time and materials, also referred to as force account. Lump sum changes must be supported by the cost breakdowns required by the Change Proposal.

3.4 TIME AND MATERIALS WORK

A. When no agreement is reached for extra work to be done at lump sum or unit prices, such work may be authorized by the Owner to be done on a Time and Material basis. A Time and Materials estimate that identifies all anticipated costs shall be prepared by the Contractor on forms provided by the Consultant. Work shall not begin until the Time and Materials account is approved by the Consultant. Payment for Time and Materials work will be in accordance with the following:

1. Labor: For all labor, equipment operators and supervisors, excluding superintendents, in direct charge of the specific operations, the Contractor shall receive the rate of wage agreed to for all hours the designated labor, equipment operators and supervisors are actually engaged in the work. The Contractor shall receive the actual costs paid to the workers inclusive of wages, allowances, health and welfare benefits and pension fund benefits.
2. Bond, Insurance and Tax: For property damage, liability, and worker's compensation insurance premiums, unemployment, insurance contributions, and social security taxes on the Time and Materials work, the Contractor shall receive the actual cost.
3. Materials: For materials and products incorporated in the Work and accepted by the Consultant, including Contractor paid freight or shipping expenses, the Contractor shall receive the actual cost.
4. Equipment: For any machinery or special equipment (other than small

tools), the use of which is essential to the work and approved by the Consultant, the Contractor shall receive fair market rental rates for the actual time that such equipment is in operation on the Work or required to stand by.

5. Overhead and Profit: On the total of all costs described above, the Contractor will be allowed to add, as compensation for administration, overhead and profit at the rate stipulated in the General Conditions Section 88.2 Paragraph C.
6. Miscellaneous: No additional allowance will be made for general requirements costs, superintendence, use of small tools or other costs for which no specific allowance is herein provided.
7. Subcontract Time and Material Work: For work performed by Contractor's subcontractor or second tier subcontractor, all provisions of this section that apply to the Contractor in respect to labor, materials and equipment shall govern. The Contractor shall coordinate the work of its subcontractors and will be allowed an amount to cover administrative costs and profit equal to 5% of the subcontractor's amount earned. Mark-up for second tier subcontractor work will be limited to 5% of the amount earned.
8. Compensation: The Contractor shall maintain records on the cost of all work performed each day as ordered on a Time and Material basis and shall provide such records to the Consultant.
9. Statements: No payment will be made on work performed on a Time and Material basis until the Contractor has furnished the Consultant with itemized statements of the cost of such Time and Materials work detailed as follows:
    a. Name, classification, date, daily hours, rate and extension for each laborer, equipment operator and supervisor.
    b. Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security tax.
    c. Quantity of materials, prices and extensions.
    d. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.

B. Statements shall be accompanied and supported by invoices for all materials used, including evidence of transportation charges and taxes. However, if materials used on Time and Materials work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from stock, that quantity claimed was actually used, and price claimed represents actual cost to the Contractor.

3.5 CONSULTANT'S FIELD DIRECTIVES

A. The Consultant may issue written field directives to the Contractor, which may change the Scope of Work and may affect Contract Sum, but are necessary because of any of the following reasons:
    1. Situations that threaten life and safety
    2. The need to address unknown conditions at the site of the Work
    3. The need to maintain the timely and orderly sequencing of the Work.

B. The Contractor shall proceed with the work requested in such field directives. If there is a cost associated with such work, Contractor shall submit a Change Proposal as described herein. These costs, when mutually acceptable to the Owner and Contractor, shall be incorporated into the Contract by Change Order.

END OF SECTION 01 25 00

SECTION 01 27 00
UNIT PRICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:
   1. Definition
   2. Administrative and procedural requirements for unit prices
   3. Schedule of Unit Prices at the end of this section

1.3 DEFINITION

A. A unit price is an amount calculated and proposed by the Contractor as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event certain unexpected work items are encountered or certain estimated quantities of work required by the Contract Documents are increased or decreased.

1.4 ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

A. Unit prices as included in the Contract Documents shall include all expenses related to the unit price work items that is materials, labor, equipment, transportation, general requirements, overhead, profit, taxes and any other costs incidental to the work items.

B. The individual Specification Sections for the construction activities requiring the establishment of unit prices provide for the conditions under which said unit prices will be authorized and the methods of determining payment for each quantity. The Contractor will be compensated only for the quantities of unit price work completed.

C. The Schedule of Unit Prices is included with the Bid Form. Any Specification Sections referenced in that Schedule contain the requirements for materials and/or methods described for each unit price.

D. The Schedule of Unit Prices may be used to determine changes to the Contract Sum. Where quantities of items for which unit prices are provided, they are estimates and are included in the scope of the Work upon which the Contract Sum is based. The Contractor will be compensated for the actual quantities of unit price items completed at the established unit price rates. These actual extensions of unit prices for work completed, whether requiring a decrease or an increase in the Contract Sum, will be incorporated into the Contract Sum through a modification to the Contract by Change Order. Procedures for such modifications are included in Specification Section “Procedures for Contract Modification.”

SCHEDULE OF UNIT PRICES

ITEM	UNIT	COST/UNIT	ALLOWANCE
Unit Price 1: Where existing insulation is wet and/or deteriorated, remove the existing insulation and replace with polyisocyanurate insulation board to match the existing thickness. Secure the insulation board to the substrate, to hold it in place until the installation of the new system	100 SF	$_____/SF	$_____
Unit Price 2: Where wood blocking, wood nailers, and/or fascia boards are damaged or deteriorated, remove all damaged or deteriorated wood to a point 6 inches past the damage or deterioration, and replace with new wood blocking to match existing. Secure new wood blocking with appropriate fasteners at spacing not to exceed 12 inches on-center, staggered pattern. The unit price for said work shall include priming and painting the wood to match the existing. Quote a separate unit price (per board foot) for such work.	100 Board Feet	$_____/BF	$_____

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 27 00

SECTION 01 29 00
PROCEDURES FOR PAYMENT APPLICATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specifications Sections, apply to this Section.

1.2 SUMMARY

A. Section specifies administrative and procedural requirements governing Contractor's Applications for Payment and includes:
   1. Schedule of Values showing separate site improvement items
   2. Applications for payment
   3. Procedures for first payment
   4. Procedures for payment application at Substantial Completion
   5. Procedures for payment application at Final Completion

1.3 DEFINITIONS

A. Schedule of Values: A detailed breakdown of the Contract Sum into individual cost items that will serve as the basis for evaluation of applications for progress payments made during construction.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SCHEDULE OF VALUES

A. Use only the Schedule of Values as the basis for the Contractor's Application for Payment.

B. Correlate the Schedule of Values with other administrative schedules and submittals including:
   1. Contractor schedule
   2. List of subcontractors
   3. Schedule of alternates
   4. List of principal suppliers and fabricators
   5. Schedule of submittals

C. Prepare a Schedule of Values on AIA Document G-703 "Continuation Sheet" and submit it to the Consultant for review no later than ten (10) calendar days prior to the submission of the first Contractor's Application for Payment. Submit via jerryjr@reevesconsultinginc.com and identify with the names of the Project, Consultant, Owner, and Contractor and the date of submittal.

D. In preparing the Schedule of Values, break down costs into line items for which the Contractor wishes to receive payment in the application for payment. Schedule of Values shall include sufficient detail to allow the Consultant to estimate the percentage (%) complete. Coordinate the line items in the schedule of values with the units or subdivisions of work identified in the Specifications and reference those section numbers from the Specifications. Further divide major work subdivisions and subcontractors into individual cost items. Include in each line item its proportional share of overhead and profit.

E. Costs for General Requirements shall be identified separately and shall be itemized so that costs are identified for the following general items at a minimum:
1. Performance and Payment Bonds
2. Engineering and Layout
3. Temporary Facilities and Services
4. Final Cleaning

F. Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion. Place cost of production materials delivered and unloaded at Project site with taxes paid under Column F, G-703. List total installed cost, with overhead and profit, under Column C, G-703.

G. For each line item indicate the dollar value to the nearest whole dollar. Indicate the proportion of the Contract Sum represented by this item to the nearest one-hundredth percent.

H. Unit Price Values: Submit a sub-schedule of unit prices and quantities for items of Work identified in the Bidding Form (specification Section 000410) under Unit Prices. The form of submittal shall parallel that of the Schedule of Values, and the installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values. The standards and procedures for payment of Unit Price Items are described in Specification Section 01 27 00.

I. The Consultant will review the Schedule of Values and determine its acceptability. Contractor shall revise and resubmit an acceptable schedule based on review comments from Consultant and Owner.

J. Submit a revised Schedule of Values when modifications change the Contract Sum or individual line items. Make each modification a new line item and show all information for that line item required for the original submittal.

3.2 APPLICATIONS FOR PAYMENT

A. Detailed requirements for processing Applications for Payment are outlined below and will be discussed in further detail at the preconstruction conference

B. Prepare and submit Applications for Payment on Application and Certification for Payment, AIA Document G-702. Include the Schedule of Values modified in format to enable indications of the value of work completed in the application period and for the Contract period. Base the initial application on the accepted

Schedule of Values and make all other applications consistent with previous applications as certified and paid.

1. Submit one (1) initial draft of the pay application to the Owner and Consultant via jerryjr@reevesconsultinginc.com within five (5) calendar days of the date of the Application of Payment to coincide with the monthly project meeting for initial review. All pay applications must be submitted to the City Manager, James Riker at jriker@duluthga.net

1. Include amounts of Contract modifications fully executed before end of application period. Do not bill for clams or proposals that have not been officially accepted by the Owner.
2. If billing for materials stored on site, attach legible copies of relevant receipts and documentation. Billing for materials stored off-site, shall not be allowed unless approved by the Owner.
3. Provide the Purchase Order number issued for the contract on the AIA Document G- 702.
4. The Contractor shall prepared and maintain a Fixed Assets Log as part of the Contract Documents. The Contractor is required to complete all columns of the Fixed Asset Log sample, included at the end of Section 01 77 00 Contract Close-Out, for any piece of equipment with a value of $5,000.00 or greater. The Contractor is to provide the updated Fixed Assets Log once a month along with the Payment Application. This completed log should be submitted to jerryjr@reevesconsultinginc.com in Microsoft Excel (xls) format at the end of the project.
5. The Contractor shall prepare and submit an Interim Release of Lien with each Application for Payment.
6. The City does not provide pre-payment or down payment for services or materials not already performed or provided.

C. Provide the following information with every application for payment which involves work completed on a time and material basis:
   1. Detailed records of work done, including:
      a. Dates and times work was performed, and by whom.
      b. Time records and wage rates paid.
      c. Invoices and receipts for products.
      d. Provide similar detailed records for subcontracts.
      e. No later than five (5) calendar days prior to the date of the application for Payment, submit a draft of the application for the review by the Consultant. Coordinate this submission and subsequent review with Consultant's monthly inspection of the Work in place to determine the acceptability of the proposed application. Make any changes of requested by Consultant in their review and resubmit the Application for Payment, to the Consultant signed, notarize and with a transmittal form itemizing attached documentation.

3.3 PROCEDURES FOR FIRST APPLICATION FOR PAYMENT

A. The first Application for Payment will not be reviewed until the following submittals from the Contractor have been received and accepted by the Consultant or Owner as applicable:
   1. Schedule of values.
   2. Contractor's construction schedule per Specification Section 01 32 00.

3. Submittal schedule.
4. List of subcontractors and principal suppliers and fabricators.

3.4 PROCEDURES FOR PAYMENT APPLICATION AT SUBSTANTIAL COMPLETION

A. Administrative actions and submittals that shall precede or coincide with the Application for Payment include:
   1. Approval of work performed at Stormwater Management Pond.
   2. Issuance and execution of Certificate of Substantial Completion inclusive of list of incomplete Work recognized as exceptions to the Certificates.
   3. All submittals and deliverables specified in the Contract Documents to be completed before Substantial Completion.

3.5 PROCEDURES FOR PAYMENT APPLICATION AT FINAL COMPLETION

A. Administrative actions and submittals that shall precede or coincide with this Application for Payment include:
   1. Completion of Closeout Procedures in Section 01 77 00, Part 1.05.

END OF SECTION 01 29 00

SECTION 01 31 00
PROJECT COORDINATION

PART 1 – GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

A. This section specifies administrative and supervisory requirements necessary for coordination of the Work for the duration of construction, but not necessarily limited to:
   1. Coordination
   2. Administrative and supervisory personnel
   3. General installation provisions
   4. Cleaning and protection

1.3. COORDINATION

A. Coordination Among Trades: Contractor shall coordinate construction activities included under the Drawings and various sections of these Specifications to ensure efficient and orderly construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
   1. If necessary, inform each party involved, in writing, of procedures required for coordination; including requirements for giving notice, submitting reports, and attending meetings.
   2. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
   3. Where availability of space is limited, coordinate installation of different components to ensure maximum accessibility for later installations and for required maintenance, service and repair.
      a. Where limited available space may cause conflicts in the locations of installed products, and where required to coordinate installation of products and materials, prepare coordination Drawings. Said coordination Drawings shall show plan and cross-section dimensions of the available space and include obstructions caused by structural and systems elements.
      b. Coordinate shop Drawings and other submittals prepared by Contractor’s subcontractors, suppliers and other entities to facilitate installation of products and systems and avoid field conflicts in the Work.
      c. Prepare plans or schedules describing installation sequences and provide said Documents to affected parties.
   4. Make adequate provisions to accommodate items scheduled for later installation.
   5. Inform the Owner when coordination of Owner's work under separate contracts is required. Inform the Owner when Owner's work under

separate contracts is incomplete, in non-compliance or prohibits efficient and orderly completion of work under this Contract.

6. Coordinate dissemination of information between Contractor's subcontractors or suppliers when information from one is needed by or is of assistance to the other. Distribute interrelated shop Drawings between Contractor's subcontractors or suppliers prior to shop Drawing submittal to Consultant.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project close-out activities.

C. Continue coordination procedures by actively controlling Project conditions as follows:
1. Verify and ensure that products and materials of all trades are stored in an orderly fashion, under conditions complying with manufacturers' instructions and at planned locations.
2. Verify and ensure execution of the Work is in compliance with environmental conditions established by manufacturers' instructions and specific requirements of relevant Sections of these Specifications.
3. Verify and ensure adherence to tolerances required by these Specifications as the Work progresses.
4. Inspect job conditions before one trade follows another in compliance with these requirements:
   a. Plan and conduct joint inspections involving the affected trades.
   b. Notify Consultant at least one week in advance of such inspections and provide opportunity for Consultant's participation in the inspection.
   c. While the Consultant may confine their observations and inspections to only limited areas, the Contractor shall be responsible for similar inspections in all involved areas.
   d. Review of job conditions, in whole or in part, by Consultant in no way relieves Contractor of their obligation to provide various stages of the Work as well as finished Work complying with Contract Documents.
   e. Allow no work to proceed over unsatisfactory conditions that would prevent execution of new work as specified.

1.4. ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. Contractor shall designate a construction Project Manager for the Project who shall be the primary point of contact and communication for the Owner and Consultant. The construction Project Manager shall be assigned full time to the Project until completion of Final Contract Close-Out. All written communications to the Consultant shall be by or through the construction Project Manager. Consultant shall address all their written communications to the construction

Project Manager, unless authorized by construction Project Manager to communicate directly to others.

B. Contractor shall provide adequate supervision at the Project site at all times. At a minimum, the Contractor shall designate and assign at least one (1) Superintendent that shall direct and oversee the Work under the Contract. Superintendent shall be assigned full time to the Project until Final Completion of Contract Closeout.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1. GENERAL INSTALLATION PROCEDURES

A. Inspection of Conditions: Require the Contractor’s installer of each component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

A. Manufacturers' Instructions: Comply with manufacturers' installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

B. Connection: Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level.

C. Temporary Enclosures: Provide and coordinate placement of temporary enclosures.

D. Costs for Adherence to all specified installation procedures are included in the Contract Sum.

END OF SECTION 01 31 00

SECTION 01 31 20
PROJECT MEETINGS

PART 1 – GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

A. Section Includes:
1. Contractor's duties
2. Preconstruction conference
3. Progress and coordination meetings
4. Pre-installation conferences

1.3. CONTRACTOR'S DUTIES

A. Scheduling and Notification: Contractor will notify Owner, Consultant and other invited parties of meeting time and place at least five (5) calendar days prior to the date of every progress and coordination meeting or special called meeting. The progress and coordination meetings shall be conducted once every two weeks or as agreed to in the Preconstruction meeting.

B. Administration: The Contractor will prepare a meeting agenda for the progress and coordination meetings, record and promptly distribute copies of minutes of significant proceedings and decisions of the meetings to each participant no later than five (5) calendar days after each meeting. The Contractor shall update construction schedule after each progress meeting to show current progress and documentation of any revisions that have been made or recognized; issue revised schedule, two-week look-ahead with a list of the planned activities, submittal list and RFI list concurrently with report of each meeting.

1.4. PRE-CONSTRUCTION CONFERENCE

A. A pre-construction meeting will be held prior to the start of construction at a time and place designated by the Owner for the purpose of identifying responsibilities of the Contractor, Owner and Consultant and explaining administrative procedures.

B. Attendance:
1. City representatives
2. Owner
3. Consultant and key subconsultants
4. Contractor represented by Construction Project Manager and Superintendent
5. Major subcontractors if requested by Owner, Consultant or Contractor

C. Minimum Agenda:
1. Identification and designation of responsible personnel from all parties.

2. Tentative construction progress schedule (to be distributed by Contractor), with discussion of critical work sequencing, staging, and work hours.
3. Procedures for correspondence and other communications, field decisions, requests for information, design bulletins, requests for changes in the work and claims.
4. Procedures for pay applications, retainage, and executed change orders.
5. Procedures for substitution requests, submittals, including shop Drawings, samples and product data.
6. Procedures for preparing and maintaining required Record Documents and Operations & Maintenance Manuals.
7. List of major subcontractors and material suppliers.
8. Use of Project Site, including project staging, storage areas, parking, site use limitations or restrictions, utility usage, and erosion control.
9. Material and equipment deliveries, storage, protection and priorities, and material testing and inspections.
10. Safety procedures and responsibilities.
11. Security procedures and methods.
12. Housekeeping procedures and methods.
13. Special project requirements or conditions.
14. Schedule for Owner, Consultant, Contractor (OAC) meetings.
15. Public relations and new media.

1.5. PROGRESS AND COORDINATION MEETINGS

A. Scheduling: Unless otherwise requested by Owner or Consultant, a progress and coordination meeting shall be held at the Project Site.

B. Attendance:
1. Owner
2. Owner’s Project Manager
3. Consultant
4. Contractor as represented by Project Manager and Superintendent.
5. Sub-contractors and material suppliers as requested by Owner or Consultant or as applicable to progress of the Work.

C. Minimum Agenda (topics to be covered as applicable):
1. Review minutes of previous meeting.
2. Status of submittals and impending submittals.
3. Off-site fabrication and delivery schedules; subcontractor schedules.
4. Actual progress of activities in relation to the schedule. Submit schedule updates as required.
5. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
6. Field observations, actual and potential problems affecting construction or job progress, status of RFI’s (Requests for Interpretation).
7. Site Utilization, housekeeping, temporary facilities/services.
8. Safety, hazards or risks.
9. Status of corrective work ordered by the Consultant, quality and work standards.
10. Change Orders and change order proposals.
11. Documentation of information for payment application (as applicable).

1.6. PROGRESS AND COORDINATION SITE VISITS

A. Scheduling: Unless otherwise requested by Owner or Consultant, a progress and coordination site visit shall be at the Project Site.

B. Attendance:
   1. Owner's Project Manager
   2. Consultant
   3. Contractor as represented by Project Manager and Superintendent.

1.7. PREINSTALLAION CONFERENCES

A. Scheduling: Conduct a pre-installation conference at the Project site. Comply with particular requirements elsewhere in the Specifications that describe specific pre-installation or pre-demolition meetings and associated notifications to the Consultant and Owner.

B. Attendance: The Contractor's installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Notify the Consultant and Owner of the scheduled meeting dates as required elsewhere in the Specifications.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 31 20

SECTION 01 32 00
CONSTRUCTION SCHEDULES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. General description
   2. Form and content of schedules
   3. Updating of schedules

1.3 GENERAL DESCRIPTION

A. The Construction Schedule is a required submittal, which is subject to the approval of the Consultant and Owner which shall be revised periodically as specified herein. The Construction Schedule shall be in a bar-chart or network type form that shall provide complete sequence of construction by activity and allow for up-dating and revisions. Schedule shall be based on critical path method (CPM), and shall be prepared with input and cooperation of all Contractor's subcontractors.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 FORM AND CONTENT OF SCHEDULES

A. Submit Construction Schedule as described above within 10 calendar days after Notice to Proceed.

B. Provide Construction Schedule with the following format and content:
   1. Provide schedule in the form of a bar chart with individual horizontal lines representing the duration of each major activity. Use vertical lines to scale the schedule at one-week intervals.
   2. Use the same items of work as shown on schedule of values or in accordance with Section numbers of Specifications.
   3. Where related activates must be performed in sequence, show relationship graphically.
   4. Incorporate the submittal schedule specified elsewhere.
   5. In developing the schedule, take into account administrative reviews.
   6. Show dates for the following:
      a. Each major activity that influences the construction time (critical path items).
      b. Specified pre-installation meetings and progress review meetings.
      c. Procurements and delivery dates for products requiring long lead time.

d. Start and completion dates of all major work elements.
e. Time frame for Substantial and Final Completion procedures, including inspections, reviews and punch list activities.

7. Use the same terminology as that used in Contract Documents and provide legend of symbols or abbreviations used.
8. The Construction Schedule will be submitted via jerryjr@reevesconsultinginc.com and an updated copy will be provided with every pay application per Section 01 29 00 Procedures for Payment Applications.

C. Consultant will advise Contractor if originally submitted Construction Schedule is not satisfactory. If so, Contractor shall revise and resubmit within five (5) calendar days.

D. Prepare and distribute copies of approved Schedule to Consultant, Owner, Contractor's subcontractors and other entities whose work will be influenced by schedule dates. Maintain a copy of approved Construction Schedule at Project site office.

3.2 UPDATING OF CONSTRUCTION SCHEDULES

A. Update the Construction Schedule whenever changes occur or are made, or when new information is received, but not less often than at the same intervals at which progress meetings are conducted.

B. In revising the Schedule show all changes **by saving the original schedule as a base line**. Indicate the actual progress or delay of each activity and show revised completion dates. Highlight the activities modified since previous submittal and indicate major changes in scope or revised projections due to changes in the Work (if applicable).

3.3 SCHEDULE AND CONTRACTOR'S REQUESTS FOR CHANGES TO CONTRACT SUM OR TIME

A. The Contractor shall indicate in his Change Proposals for all Contract modifications, if the durations of activities are affected, or if activities are added or activities deleted. The effect shall be indicated for each activity in cost and time as applicable. The Change Proposal shall indicate all additional costs and time impacts of whatever nature; reservations for future determination of impacts will not be allowed or considered. The Contractor shall submit a diagram of that portion of the Construction Schedule affected by the change showing the activities and their costs, man loading, durations and Contractor's subcontractor or trade responsibility. While changes of a minor nature may require little or no documentation of schedule impact, the Contractor shall be aware that in cases where time is involved, failure to submit such a diagram with the Change Proposal shall constitute a waiver of any claims for time extensions associated with the subject of that Change Proposal. When modifications in the Work are necessitated by Field Directives or other Consultant's authorizations prior to Change Proposal submissions to avoid delay, the Contractor shall furnish the Consultant within 10 calendar days of receipt of the authorizations which changed the Work the same information required for Change Proposals. Failure to do so shall constitute a waiver of any claims for time extensions associated with the subject of the work authorization or directive.

B. As applicable, the Contractor shall adjust the Schedule as needed, but not less than monthly, to reflect any adjustments in time related to negotiated or approved Contract modifications. The updated Schedule shall provide revised completion dates by incorporation of approved change order work and excusable delays, and re computation of all dates, durations and float in accordance with the newly incorporated dates. Such revised completion dates shall be the sole basis for time extensions and adjustments to the Contract completion date. Modified activity times to be used to determine the revised Project completion dates shall be agreed to by the Contractor, Consultant and Owner.

END OF SECTION 01 32 00

SECTION 01 32 20
CONTRACT REPORTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. General: This Section specifies administrative and procedural requirements for reports required for proper performance of the Work.

B. Reports required include:
1. Daily construction reports.
2. Field correction reports.
3. Special reports.

1.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Consultant and Owner at weekly intervals via jerryjr@reevesconsultinginc.com.

1. List of subcontractors at the site.
2. List of separate contractors at the site.
3. Approximate count of personnel by trade at the site.
4. High and low temperatures, precipitation, and general weather conditions.
5. Accidents (refer to Special Reports).
6. Meetings and significant decisions.
7. Unusual events (refer to Special Reports).
8. Stoppages, delays, shortages, losses.
9. Emergency procedures.
10. Orders and requests of governing authorities.
11. Field Directives, or Change Proposal Requests received; Change Proposals implemented.
12. Services connected, disconnected.
13. Equipment or system tests and start-ups.

B. Field Correction Report: When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report including a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Consultant and Owner immediately.

C. Special Reports: When an event of an unusual and significant nature occurs at the Project site, prepare and submit a special report. List the chain of events, persons participating, response by the Contractor's personnel, an evaluation of

the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 32 20

SECTION 01 33 00
SUBMITTALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Definitions
   2. General requirements
   3. Submittal schedule
   4. Submittal coordination
   5. Submittal format and preparation:
      a. Shop Drawings
      b. Samples
      c. Product Data
   6. Contractor review and responsibilities
   7. Consultant's review
   8. Return, resubmission and distribution

B. Refer to individual Specification Sections for identified equipment and material for which submittals are required.

C. Submittal will be required for each specification section separately.

D. Do not submit on equipment or materials not requested in the Specifications.

1.3 DEFINITIONS

A. Submittals: General term including samples, shop Drawings and product data, as applicable.

B. Samples: Physical examples prepared to illustrate materials, equipment or workmanship to be installed in the Project and to establish standards by which work will be judged as complying with Contract requirements.

C. Shop Drawings: Drawings, diagrams, illustrations, schedules and performance charts, prepared by the entity that is to do the work to illustrate that portion of the Work in detail.

D. Product Data: Dated, printed literature of a product manufacturer which describes product and installation procedures. Product data may include test and performance data, illustrations, standard brochures and special details.

E. Informational Submittals: Submittals indicated in the Contract Documents as to be submitted for information only.

1.4 GENERAL REQUIREMENTS

A. Submittals shall be in orderly sequence and timed to cause no delay in the Work.

B. Contractor shall commence no portion of the Work requiring submittals until submittal has been reviewed and accepted by Consultant.

C. Do not utilize submittal review process as a means of requesting substitutions or changes in the scope of the Work.

D. Job delays occasioned by requirement of re-submission of samples, shop Drawings and product data not in accordance with Contract Documents are Contractor's responsibility and will not be considered valid justification for extension of Contract time.

E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's review of shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop Drawings, product data, samples or similar submittals by the Consultant's review thereof.

F. The Contractor shall direct specific attention, in writing or on resubmitted shop Drawings, product data, samples or similar submittals to revisions other than those requested by the Consultant on previous submittals.

G. Resubmitted shop Drawings, product data, samples or similar submittals shall be complete and shall cloud or highlight the changes.

1.5 SUBMITTAL SCHEDULE

A. Submit to the Consultant and Owner a list of all required submittals organized and referenced by the sections of these Specifications with all information as required by the Owner. On the list, indicate the timing for submission of the required submittals and relationship to the construction sequence using the Submittal Template provided in this section. Submit the schedule to the Consultant within the date required for establishment and submission of Contractor's Construction Schedule.

B. Following approval by the Consultant of the submittal schedule, Contractor shall distribute copies to the Contractor’s subcontractors, suppliers and others required to comply with the submittal dates indicated. Maintain a copy in the field. When revisions are made, distribute to same parties that received initial document.

C. Maintain updated submittal schedule during course of the Work that shows status of all submittals. Provide copies for Consultant at progress meetings and when requested.

1.6 SUBMITTAL COORDINATION

A. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal to the Submittal Coordinator well in advance of performance of related construction activities to avoid delay.

B. Coordinate each submittal with other submittals and related activities—purchasing, fabrication, testing, delivery, etc.—that require sequential activity. Coordinate transmittal of different types of submittals for related elements of the Work so submittals can be reviewed concurrently. The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

C. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals. If submittal must be reviewed within a certain time in order to maintain the progress of the Work, state so clearly on the submittal. Nevertheless, allow a minimum of fourteen (14) calendar days for the first processing of each submittal and allow even more time if the submittal must be coordinated with later submittals. Allow a minimum of seven (7) calendar days for processing of resubmittals. No extension of Contract Time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the Work to permit processing.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SUBMITTAL FORMAT

A. Submittal Process:
1. All submittals shall be delivered via jerryjr@reevesconsultinginc.com by the Contractor.
2. Samples shall be photographed and delivered via jerryjr@reevesconsultinginc.com by the Contractor prior to physical samples being delivered to the Consultant.
3. All other documents required by the Contract Documents shall be submitted to jerryjr@reevesconsultinginc.com in the format stated.

B. Transmittals:
1. Submittals will be accepted only through transmittal from the Contractor to the assigned Submittal Coordinator. Submittals received from other entities will be returned without review or action.
2. Submittals must be accompanied by a transmittal form containing the following information:
   a. Project name.
   b. Submittal date.
   c. Transmittal number.
   d. Applicable Specifications Section number.
   e. To: Consultant's name and address.
   f. From: Contractor's name and address.

g. Name of applicable subcontractor(s), supplier(s) or manufacturer(s).
h. Submittal type (shop drawing, sample, product data, informational submittal).
i. Description of submittal.
j. Record of distribution.
k. Action marking.
l. List of any deviations from Contract Document requirements.
m. Comments.

C. Form, Size and Quantity:
1. Label each submittal with the following information:
a. Project name.
b. Date of submittal.
c. Contractor's name and address.
d. Consultant's name and address.
e. Subcontractor's name and address.
f. Supplier's name and address.
g. Manufacturer's name.
h. Specification section where the submittal is specified.
i. Numbers of applicable drawings and details.
j. Other necessary identifying information.
2. Provide a space on each submittal for approval stamp and notations.
3. For Shop Drawing or Product Data submittals larger than 8½" x 14" PDF format by email.
4. For Shop Drawing or Product Data submittals on smaller sheets (minimum size acceptable: 8½" x 11"; maximum size acceptable 8½" x 14") PDF format by email.
5. For Samples submit three (3) sets with transmittal to office of the Submittal Coordinator.
6. Contractor shall stamp and sign in red ink on all copies.

3.2 SUBMITTAL PREPARATION

A. Shop Drawing Preparation and Format:
1. Shop Drawings shall conform to the following content requirements:
a. Number Drawings consecutively
b. Indicate working and erection dimensions and relationship to adjacent work at accurate scale.
c. Show arrangements and sectional views, where applicable.
d. Show compliance with specific referenced standards, such as materials, gauges, thickness, finishes, and characteristics.
e. Name specific products or materials used.
f. Indicate anchoring and fastening details, including information for making connections to adjacent work.
g. Contractor shall make any and all modifications in red ink and shall sign in red ink.
2. Reference applicable details, sections and similar information from Drawings from which shop drawing data was developed; include applicable Specification Section numbers and names.
3. Do not reproduce Contract Documents or copy standard information as basis of shop Drawings. Standard information prepared without specific

reference to the Project is not considered shop Drawings.

B. Sample Preparation:
1. Three (3) sets of required samples shall be submitted for the Consultant's selection and review so as to maintain construction progress. Acceptance and color selections will not be made unilaterally where selections regarding adjacent materials must be made for purpose of aesthetics. Submit samples for adjacent and inter-related materials concurrently.
2. Prepare samples in sizes, shapes and finishes in accordance with provisions of individual Specification sections; attach documentation showing compliance. Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Submittals will be reviewed and returned with Consultant's selection indicated and other action as appropriate.
3. Samples furnished under this section are not to be confused with full-size, on- the- site "mock-ups," which may be specified in certain sections of the Specifications.
4. Keep one (1) set of final approved samples or sample sets at Project site for use during progress of the Work.

C. Product Data Preparation and Format:
1. Content:
a. Submit manufacturer's standard printed data sheets.
b. Identify the particular product being submitted; **submit only pertinent pages**.
c. Show compliance with properties specified.
d. Identify which options and accessories are applicable.
e. Include recommendations for application and use.
f. Show compliance with the specific standards referenced.
g. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
h. Identify dimensions which have been verified by field measurement.
i. Show special coordination requirements for the product.

3.3 CONTRACTOR'S REVIEW AND RESPONSIBILITIES

A. Where work is indicated "By others," Contractor shall indicate responsibility for providing and coordinating such work; whether by subcontractor or under separate contracts.

B. Contractor agrees that submittals processed by Consultant are not substitutions or changes in scope of the Work; that purpose of submittals by Contractor is to demonstrate that Contractor understands design concept; that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing fabrication and installation methods he intends to use.

C. Contractor represents by submitting samples, shop drawing and product data that he has complied with provisions specified above. Submissions made without

Contractor's approval indicated thereon will be returned without being reviewed for compliance with these requirements.

D. No portion of the Work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been reviewed and accepted by the Consultant, and Owner as required, as specified herein. All such portions of the Work shall be executed in accordance with accepted submittals bearing the Consultant's stamp.

3.4 CONSULTANTS' REVIEW AND ACCEPTANCE

A. Consultant's review and acceptance is only for conformance with design concept of Project and with information in Contract Documents. Consultant's acceptance of a specific item shall not indicate acceptance of an assembly in which item is a component. The Consultant's review is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, which remain the responsibility of the Contractor. When professional certification of performance characteristics of materials, systems, or equipment is required by the Construction documents, the Consultant shall be entitled to rely upon such certifications to establish the materials, systems or equipment will meet performance criteria required by the Construction documents.

B. Consultant will review each submittal, mark it with appropriate action, and return it to Contractor with reasonable promptness, except where it must be held for coordination, and the Contractor is so advised. Submittals will be marked by Consultant as follows:
   1. "Reviewed" indicates the submittal has been reviewed for conformance with design and no exceptions are taken. Proceed with the work.
   2. "Make Corrections as Noted" indicates Contractor may proceed with the work as noted.
   3. "Amend and Resubmit" indicates submittal has to be revised and resubmitted for review prior to proceeding with the work.
   4. "Rejected, See Remarks" indicates that the submittal does not comply with Contract Documents.

C. Submittals required to be submitted "for Consultant's information only" are required to demonstrate that the Work complies with performance requirements of the Contract Documents. Such submittals, if acceptable to Consultant, will not be returned to Contractor.

3.5 SUBMITTAL RETURN, RESUBMISSION AND DISTRIBUTION

A. Consultant will return the following reviewed and accepted submittals for printing and distribution by Contractor:
   1. Samples: One (1) set, unless additional sets were submitted because of needs of Contractor's subcontractors or suppliers.

B. Resubmissions: In making resubmissions, follow the same procedures and formats required for original submissions. Make corrections and changes indicated by Consultant on unacceptable submissions. In resubmission transmittals, identify

clearly and direct specific attention to any revisions other than corrections requested by Consultant on previous submissions. Two or more resubmissions of the same submittal will incur Consultant review fees which will be charged back to the Contractor in the form of a deductive change order.

C. Distribution:
   1. Contractor is responsible for obtaining and distributing copies of submittals to his subcontractors and material suppliers after final acceptance. Prints of reviewed shop Drawings shall be made from reproducibles that carry the Consultant's appropriate stamp.
   2. Contractor shall maintain a file of accepted submittals bearing the Consultant's stamp for duration of Project, which shall be delivered to Owner as a part of the Project's Record Documents.
   3. The Contractor's superintendent also shall maintain an orderly file of all accepted submittals at the Project site. In the event that the Consultant or Owner should question the installation of any aspect of the Work requiring accepted submittal data, the inability of the superintendent to produce the required accepted submittal data upon demand shall constitute cause for a "stop work" order to be issued on that particular questioned aspect of the Work and all relevant appurtenant work. The cause shall be equal to the Contractor's not having received required acceptance of the submittal data. If so issued, such "stop orders" shall not be considered valid justification for extensions of Contract time or claims for additional monetary compensation.

END OF SECTION 01 33 00

SECTION 01 45 00
QUALITY CONTROL PROCEDURES

PART 1 – GENERAL

1.1 QUALITY ASSURANCE.

A. Qualifications of manufacturers and installers shall be as indicated in individual sections of the Specifications.

B. Manufacturer's field personnel shall be employed directly by the manufacturers and normally perform the activities specified.

C. Qualifications of a Testing Agency, if utilized by Contractor, shall include the following criteria:
   1. Testing Agency shall meet "Recommended Requirements for Independent Laboratory Qualification" latest edition, published by The American Council of Independent Laboratories.
   2. Testing Agency shall be acceptable to Consultant and shall have been regularly engaged in services specializing in types of inspections and tests to be performed for a minimum of five (5) years. If requested by Consultant, submit evidence of satisfactory completion of services performed on projects of similar type and scope within specified period.
   3. Testing Agency shall be authorized to perform services by authorities having jurisdiction in State of Georgia.
   4. Testing Agency's on-site personnel shall be qualified and certified in the fields of testing required for the Project.
   5. Testing Agency shall have AASHTO Certified in the state of Georgia.
   6. Testing Agency shall have GDOT Certification.

D. Testing Equipment shall be calibrated at reasonable intervals with devices of an accuracy traceable to the National Bureau of Standards (NBS) standards or to accepted values of actual physical constants.

1.2 COORDINATION, SEQUENCING AND SCHEDULING

A. Contractor shall coordinate its sequence of activities with any Testing Agency engaged to perform inspections, tests and similar services to accommodate required work with a minimum delay.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 GENERAL

A. Provide work of the specified quality level; where quality level is not indicated, provide work of quality customary in similar types of work.
   1. Where codes, laws, or regulations require work of higher quality or performance, provide work complying with those codes, laws, and regulations.

2. Where two or more quality provisions of the Contract Documents conflict, comply with the most stringent requirement; where requirements are different but apparently equal, and where it is uncertain which requirement is most stringent, obtain clarification from the Consultant before proceeding.
3. Actual quality may exceed the specified quality; verify that such differences are acceptable to the Owner (other criteria may make excessive quality undesirable).

B. Manage and control products, subcontractors, suppliers, manufacturers, site conditions, installers, and workmanship in such a manner as to produce work of the specified quality. Use installers who are capable of producing work of specified quality.

C. Perform all quality control activities specified unless indicated to be performed by other entities.

3.2 INSPECTING

A. Perform inspections specified. When inspections reveal unsatisfactory work, make whatever changes or repairs are necessary and re-inspect. Submit a report of each original inspection and each re-inspection.

3.3 MANUFACTURERS' FIELD SERVICES

A. Manufacturers’ field services are specified in other sections of the Specifications.

B. If Consultant or Owner should be present, provide Consultant and Owner with a timely notice of site visit so Consultant and Owner may be present. After site visit, submit a report that records:1) site conditions, installer procedures, and related activities that are not as recommended by the manufacturer; and 2) instructions and recommendations provided by the representative that differ from manufacturer's standard printed instructions.

3.4 REPAIR AND PROTECTION

A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities or exposed finishes. Comply with requirements of any references to cutting and patching in other divisions of the Specifications.

B. Contractor shall be responsible for repair and protection of existing items scheduled to remain.

END OF SECTION 01 45 00

SECTION 01 50 00
TEMPORARY FACILITIES, CONTROLS AND SERVICES

PART 1 – GENERAL

1.1 PROJECT CONDITIONS AND SCHEDULING

A. Comply with requirements of regulations, governing authorities and public utilities as to type, quantity, location and use of temporary facilities, utilities and services. Secure and maintain copies of permits, inspection reports or approvals for installation and use of temporary facilities and utilities.

B. Maintain required temporary facilities until not needed or until Substantial Completion. Exceptions to this requirement may be made by Owner as indicated in above paragraph.

1.2 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
   1. Building code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, fire department, and rescue squad rules.
   5. Environmental protection regulations.

B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alteration, and Demolition Operations,” ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”.

PART 2 – PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES

A. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical or aerated recirculation. Provide units properly vented and fully enclosed with a glass-fiber- reinforced polyester shell or similar nonabsorbent material. Provide hand washing and/or sanitizing stations.

B. Fire Extinguishers: Provide hand-carried portable UL-rated Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL- rated Class ABC, dry chemical extinguishers or a combination of extinguishers of NFPA recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION

A. Use qualified personnel or services for installation of temporary facilities. Provide each facility ready to use when needed to avoid delay. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as needed. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 CONSTRUCTION SUPPORT FACILITIES

A. Provide a dedicated area for the storage of tools and equipment within each phased work area. The Contractor will be required to secure all tools at the conclusion of each work day and maintain a log of equipment and tools located on site. Combustibles and hazardous materials shall not be stored overnight or at any time when construction personnel are not present. The Contractor shall notify the Owner and all such materials shall be approved prior to bringing them on-site.

B. Temporary Enclosures: As required by the progress and sequencing of the Work, provide temporary enclosures for protection of the general public.
   1. Maintain protective barriers, vehicular barriers, temporary fencing, dust control barriers and sound control devices as needed for all phases of construction until final completion of the Project. Barriers and devices shall be coordinated with the staging and sequencing of the Work. Contractor shall be responsible for replacing established protective barriers and devices damaged or removed during construction and shall install any additional protection devices as required to perform the Work under this Contract.
   2. Provide temporary signs as required. Install signs where needed to inform personnel, vendors and public seeking entrance to the Project.
   3. Security, access and working requirements will be discussed at length during the preconstruction meeting and are outlined in Division 0 of these specifications.
   4. The Contractor is responsible for all temporary construction, phasing, scheduling, material deliveries, and other items that affect the sequence of construction or scheduling of the Project.

C. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project’s needs. Provide applicable paper goods in support of each facility. Provide covered waste containers for used materials.
   1. Toilets: Provide and maintain temporarily sited and self-contained toilet units until Substantial Completion on all Work.
   2. Wash Facilities: Provide and maintain a safety shower/eye wash facility with potable water at a location convenient for personnel.
   3. Drinking Water Facilities: Provide drinking water canisters or fixtures at convenient locations on the Project site. Include cup supply.

3.3 TEMPORARY UTILITIES AND SERVICES

A. Telecommunications Services: Maintain cell phones for Project Manager and Superintendent.

B. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere on Project site **DAILY**. **Dedicated dumpsters for construction debris shall be provided.** Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold waste materials more than 7 calendar days during normal weather or 3 calendar days when the temperature is expected to rise above 80 deg.

C. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containing properly. Dispose of material lawfully.

3.4 VEHICULAR ACCESS AND PARKING

A. Haul Routes: The Contractor shall be responsible for ensuring that trucks providing delivery and/or hauling services to or from the Project site shall properly cover loads. Contractor shall keep the roads to the Project site and the Project site clear, free of mud, dirt, debris, or other materials that are deposited as a result of Contractor's hauling and delivery services. The Contractor is responsible for coordinating and scheduling hauling activities so that the traffic flow on the access road to the Project site is not disrupted at any time.

B. Parking Areas: All parking for Contractor's employees, subcontractors' employees, and for vendors, delivery men, and visitors shall be on the Project site and in designated areas provided by the City.

C. Traffic Control: The Contractor shall provide all traffic control on streets or drives adjacent to or on the Project site that is needed to facilitate the Contractor's Work and protect the public from activities associated with such work. These controls shall include signs, signals, barricades and flagmen, as necessary. The Contractor shall comply with all local, state, federal rules and regulations concerning the placement and use of traffic control devices. Contractor to submit traffic control plans as required by GDOT.

3.5 TEMPORARY PROTECTION AND CONTROL

A. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Maintain protective barriers, tree protection and erosion control devices until Final Completion of the Project. Contractor shall be responsible for replacing established protective barriers, tree protection and erosion control devices damaged or removed during construction and shall install any additional protection devices as required to perform the Work under the Contract.

3.6 MAINTENANCE, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until Project completion.

C. Termination and Removal: Unless the Consultant requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference from the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are the Contractor’s property. The Owner reserves the right to take possession of Project identification signs.
   2. Remove all trash and debris and restore areas to conditions required by the Contract.

END OF SECTION 01 50 00

SECTION 01 63 00
PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
   1. Divisions 2 through 09 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PROCEDURES FOR SUBSTITUTION REQUESTS DURING BIDDING

A. If Contractor wishes to use products different from those indicated in the Contract Documents, the Contractor shall make a written application as described herein. The burden of proving equality of proposed substitutions shall rest with the Contractor. Substitution requests submitted directly by subcontractors or suppliers will NOT be considered. Substitutions will not be considered for acceptance when acceptance will require substantial revision of Contract Documents.

B. Except as described elsewhere herein, requests for substitution will be considered only during the bidding period. Requests for substitutions must reach the office of the City by the deadline established in the Instructions to Bidders for the receipt of questions and interpretations. Requests received by the Owner after this date will not be considered. Acceptable substitutions will be added to the Contact Documents by addendum; no verbal approvals will be valid

NOTE: SUBSTITUTION REQUESTS, OR APPROVED MANUFACTURER REQUESTS SHALL BE SENT DIRECTLY TO THE CONSULTANT VIA jerryjr@reevesconsultinginc.com

C. Contractor shall submit written request with complete data substantiating compliance of the proposed product with requirements of Contract Documents. Submit request on a standard form, with three (3) copies of each request and supporting data. Only one request for each product will be considered. Include the following data with the request:
   1. Project name.
   2. Contractor name.
   3. Date of request.
   4. Identification of product by Specification reference.
   5. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
      a. Product identification, including manufacturer's name and address.
      b. Manufacturer's literature; identify:
         1) Product description.
         2) Reference standards.
         3) Performance and test data.
         4) Manufacturer's recommendations for use and installation.
         5) Dimensions and space requirements.
      c. Samples, as applicable.
      d. Drawings, as applicable.
      e. Name and address of similar projects on which product has been used, and date of each installation.
      f. Reports from independent testing laboratories, verified experience records from previous users and other printed or written information valid in the circumstances will be considered.
   6. Provide an itemized comparison between proposed substitution and product specified; list all variations AND a detailed explanation of how the proposed product meets or exceeds the requirements of the specifications. Website addresses are NOT an acceptable means of compliance with this requirement. Neither the Owner nor the Consultant will perform ANY research in connection with product substitutions. It is the responsibility of the proposer to demonstrate full compliance with these specifications and basis of design products.
   7. Net amount of change in Contract Sum (if applicable).
   8. Information on any changes caused in construction schedule.
   9. Description of any changes that will be required in other work or products if substitute product is accepted.
   10. Designation of availability of maintenance services and sources of replacement materials.

NOTE: SUBMISSIONS THAT DO NOT INCLUDE ALL INFORMATION WILL BE DEEMED INCOMPLETE AND NOT CONSIDERED.

D. Consultant's determination of acceptability of proposed submissions will be made based only on data submitted. In accepting a substitution, the Consultant does not warrant that the product meets all express requirements of the Contract Documents.

The approved substitution is subject to the same subsequent review and approval procedures as the products originally specified.

E. Contractor shall coordinate all required components and accessories required to make any substitution complete and operable as intended by the basis of design product indicated in the contract documents including all work required for installation of accepted substitutions with interfacing work. The contractor shall bear any and all design costs required to make approved changes in the Work to properly incorporate substitutions. The contractor shall waive all claims for time and additional costs related to use of acceptable substitutions which become apparent following acceptance, including electrical, structural, mechanical, and plumbing requirements associated with the proposed substitution.

F. Substitute products shall not be ordered or installed without written acceptance by the Consultant and Owner. Unless substitutions are received and approved as described above, the Contractor shall be responsible for furnishing materials or products in accordance with the Contract Documents.

3.2 SUBSTITUTION REQUESTS OUTSIDE OF BIDDING PERIOD

A. Substitutions will not be considered between the bid date and award of the Contract.

B. In the event that specified items cannot be delivered to the Project site and incorporated into the Work at such times and in such quantities as to cause no delay, provided timely orders are placed, then Contractor may request a substitution in the manner described in this section. Should the accepted substitution provide a cost savings, the contract sum will be adjusted by Change Order with Owner receiving the benefit of the net savings. No increase in the Contract Sum will be allowed on substitutions made after the receipt of bid except where the Contractor can verify a timely placement of orders appropriate to the materials and conditions involved. Contractor's inability to obtain specified items due to failure to place timely orders will not be considered reason for authorizing substitutions. Substitutions will not be considered when they are indicated or implied on shop drawings or product data. Substitution requests shall be submitted by the Contractor to the Consultant via jerryjr@reevesconsultinginc.com

C. A substitution also may be considered after contract award when the proposed substitution provides a definitive reduction in the Contract Sum. Submittal and consideration of said substitutions shall be at the direction and discretion of the Owner. The process for review of such substitutions will be as described in this section.

3.3 PRODUCT EVALUATIONS

A. In making a formal request for a substitution the Contractor represents that:
   1. They have investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.
   2. They shall provide the same warranties for substitutions as for product specified.

3. They shall be responsible for determining that materials requested for substitution are free of known hazardous substances.
4. They shall coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be completed in all respects.

END OF SECTION 01 63 00

SUBSTITUTION REQUEST

DATE:

SPECIFIED ITEM:

Section Line Number Paragraph Description:

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct: The proposed substitution does not affect dimensions shown on drawings.

The undersigned will pay for changes to the building design, including engineering design, detailing, and construction cost caused by the request substitution.

The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.

Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Cost Savings: _____

Cost Increase: _____

Time Savings (days): _____

Time Increase (days): _____

Submitted by:_____

Signature:_____

Address:_____

Date:_____

Telephone:_____

Attachments: :_____

NO SUBSTITUTION REQUEST IS APPROVED UNLESS IT IS INCLUDED IN THE CONTRACT DOCUMENTS BY ADDENDUM OR CHANGE ORDER.

All Approved Substitutions will be listed by Addendum or issued as a Change Order.

SECTION 01 65 00
MATERIAL AND EQUIPMENT HANDLING AND STORAGE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section Includes:
   1. Procedures for transportation and handling.
   2. Procedures for delivery and receiving.
   3. Procedures for storage.

1.3 DESCRIPTION

A. Requirements of this Section are general in nature. Refer to individual sections of the Specifications for additional, specific requirements.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 PROCEDURES FOR TRANSPORTATION AND HANDLING

A. Require suppliers to deliver manufactured Products to Project site in manufacturers' original packaging with labels and seals intact. Labels shall indicate manufacturer, product name, application instructions and fire resistive classifications.

B. Require suppliers to package products and materials in a manner that will protect them from damage during shipping, handling and storage. Arrange to transport products and materials by methods that avoid damage.

3.2 PROCEDURES FOR DELIVERY AND RECEIVING

A. Provide labor and equipment adequate to handle delivery of products and materials by methods that prevent damage. Provide additional protection as necessary during handling to prevent damage to products and packaging. Lift large and heavy components at designated lift points only.

B. Schedule deliveries to minimize long-term storage at the Project site and prevent over-crowding of construction spaces. Coordinate deliveries with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged or sensitive to deterioration, theft and other losses.

C. Promptly inspect all materials and products upon delivery to ensure proper material, color, type and quantity, and to ensure that materials are undamaged and properly

protected. Verify compliance with requirements of Contract Documents and approved submittals.

D. Clearly mark partial deliveries to identify contents, permit easy accumulation of entire delivery and facilitate assembly.

3.3 PROCEDURES FOR STORAGE

A. Store materials and equipment in a safe and protected manner. Observe manufacturer's recommendations for positioning, separation and ventilation, as applicable.

B. Store materials at the Project site in a manner that will facilitate inspection, measurement, or counting of units. Store unpacked or loose products on shelves, in bins, or in neat groupings of like items.

C. Flammable or Hazardous Materials:
   1. Store minimum quantities in protected areas.
   2. Provide appropriate type fire extinguisher near said storage areas.
   3. Observe manufacturer's precautions and applicable ordinances and regulations.
   4. Flammable and Hazardous Materials shall not be stored inside.

END OF SECTION 01 65 00

SECTION 01 73 00
CONSTRUCTION EXECUTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. General examination requirements
   2. General installation procedures and requirements
   3. Installation requirements for components
   4. Safety precautions and requirements
   5. Phasing Requirements

1.3 DEFINITIONS

A. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse; resulting in soiling, marring, breakage, corrosion, rotting or impairment of function.

B. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 GENERAL EXAMINATION REQUIREMENTS

A. Prior to performing work, examine the applicable conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.

B. Conditions that could have been discovered by examination of Project site and Drawings will not be allowed as cause for claims for extra work. These conditions include:
   1. Underground utilities.
   2. Existing facilities, structures and appurtenances, on the site of the Project with which the Contractor must coordinate during construction and that can be reasonably discerned.
   3. Space requirements of items shown diagrammatically on Drawings.
   4. Limitations on transport and storage of materials and equipment.
   5. Locations of points of connections to utilities.

3.2 GENERAL PREPARATION REQUIREMENTS

A. Take field measurements as required to fit work properly and recheck measurements prior to installing each product. Notify Consultant promptly of

any discrepancy in dimensions between Drawings and field measurements that will affect a current or anticipated installation.

3.3 WORKING TIMES

A. The basic hours of work for the Contractor shall be 7:00 a.m. through 5:00 p.m., Monday through Friday within City of Duluth but Contractor shall follow work and noise ordinances based on Authority Having Jurisdiction (AHJ). No work will be allowed outside of these hours unless scheduled in advance. The Contractor shall notify the Owner **72 hours in advance** for scheduling off-hours work.

3.4 GENERAL CONSTRUCTION PROCEDURES

A. All construction shall be in accordance with all applicable federal, state, and local codes and regulations.

B. Accurately locate the work and components of the work.

C. The Contractor is responsible for all temporary construction, phasing, scheduling, material deliveries, and other items that affect the sequence of construction or scheduling of the Project and shall coordinate with the Owner's facility operations.

D. The Contractor shall verify location of existing utilities before commencing work, and care shall be taken to protect all utilities which are to remain.

3.5 CLEANING AND PROTECTION

A. Keep the work site free of waste materials and debris; remove such waste periodically. Maintain level of cleanliness necessary for proper execution of the work.

B. Remove debris from concealed spaces and pipes.

C. Keep installed work clean, and clean again when soiled by other operations. Protect installed work from damage.
   1. Provide protective coverings for work that may be damaged by subsequent operations.
   2. Maintain protective coverings until date of Substantial Completion.

3.6 SAFETY PRECAUTIONS AND REQUIREMENTS

A. Take precautions to prevent fires and to facilitate fire-fighting operations.
   1. Store flammable materials in non-combustible containers, store away from potential fire sources; remove flammable waste regularly; provide adequate ventilation when using flammable or explosive substances.
   2. Carefully supervise the operation of potential fire sources including on-site welding and cutting.
   3. Keep temporary and permanent firefighting facilities readily accessible; keep firefighting routes open.

B. Take precautions to prevent accidents due to physical hazards.
   1. Provide barricades, signs and warning lights as required to protect personnel and public from hazards and inform them thereof. Barricades and temporary safety railings shall comply with applicable safety regulations.
   2. Provide and require use of safety equipment, clothing and accessories as required by the construction activity and applicable safety regulations. This is a hard hat job; protective headgear must be worn at all times in the construction period.

C. Take precautions to prevent pollution of air, water and soil.
   1. Comply with government regulatory requirements for disposal of waste.
   2. Do not dispose of volatile wastes such as petroleum products or other chemicals in storm or sanitary drains or on the grounds surrounding the Project site.
   3. Do not handle or dispose of waste materials, debris, cleaning compounds or other chemicals in a manner that will be harmful to plant life at Project site and grounds adjacent to the Project site.
   4. Comply with regulations and authorities having jurisdiction over safety and environmental standards affecting the Project.

D. Take precautions not to allow noxious fumes, gases, or excessive amounts of dust to leave the work area. Notify the Owner at least 24 hours in advance of any scheduled activities that might lead to such emissions.

E. Provide temporary supports and construction as required to prevent movement, collapse, or structural failure of site work items or any elements thereof.

F. Locate and mark all overhead utility lines in areas of work and access points.

G. Use of tobacco products; i.e., cigarettes, vaping, snuff, chewing tobacco, etc.; is strictly prohibited on all City property.

H. Use of mobile phones, smartwatches, tablets, etc., is prohibited on the work site except for Contractor Supervision personnel and Subcontractor foremen.

I. Contractor to comply with all City and local government noise ordinances, as well as days and times which construction activities are allowed as per Authorities Having Jurisdiction (AHJ).

3.7 PHASING REQUIREMENTS

A. Refer to section “Project Phasing”.

END OF SECTION 01 73 00

SECTION 01 73 50
CUTTING AND PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Description
   2. Submittals
   3. Materials
   4. Examination prior to implementation
   5. Preparation
   6. Workmanship
   7. Cutting
   8. Patching
   9. Cleaning

1.3 DESCRIPTION

A. Contractor shall be responsible for cutting, and patching required to complete the Work including the following:
   1. Removing and replacing defective work or work not conforming to requirements of Contract Documents.

B. Costs incurred defective work shall include costs for services of Owner’s consultants.

1.4 SUBMITTALS

A. Prior to cutting and patching of work in place, the Contractor shall submit a written action plan to the Consultant. This action plan shall be submitted at least three (3) calendar days in advance of performing any cutting or alterations and shall meet the requirements set forth in this section.
   1. The written action plan must be submitted in advance of any cutting that affects the following:
      a. Work of Owner or any separate contract.
      b. Aesthetic qualities of visually exposed elements.
   2. The Contractor shall include the following information in the action plan:
      a. Identification of Project.
      b. Description of affected work.
      c. Extent of cutting and patching and how it is to be performed; indication of why it cannot be avoided.
      d. Anticipated results in terms of changes to demolition; including changes to other significant visual elements.
      e. Products proposed for use.

f. Firms or entities that will perform the work.
g. Utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
h. Alternate methods, if applicable.
i. Dates and times when cutting and patching work is to be performed.

3. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in section Product Substitution Procedures.

B. Approval by the Consultant to proceed with cutting and patching does not waive the Consultant's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials for patching and replacement of work removed: Comply with Specification Sections for type of work to be performed. Use materials identical to original installed materials. If identical materials cannot be used where exposed surfaces are involved, use materials that match original adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of original materials installed.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Prior to proceeding with work, examine Project conditions and surfaces to receive work including elements subject to damage or movement during cutting and patching operations. Take corrective action if unsafe or unsatisfactory conditions are encountered or anticipated.

B. After cutting, uncovering or removing, inspect conditions affecting installation of products or performance of further work. If unsatisfactory or questionable conditions are encountered, report such conditions in writing to Consultant and do not proceed with work until Consultant has provided further instructions.

3.2 PREPARATION

A. Temporary Supports: Provide adequate temporary supports for work to be cut and as necessary to insure the structural integrity of the affected portion of the work.

B. Protection:
1. Protect adjacent construction during cutting and patching work to prevent damage. Provide all materials, devices and methods as required to protect work and adjacent surfaces.
2. Take precautions necessary to avoid cutting operable pipes, conduits or ductwork serving the building including those scheduled to be removed or relocated until provisions have been made to bypass them

3. Protect portions of the work that may be exposed to the elements by cutting and patching.

3.3 WORKMANSHIP

A. Employ skilled workers to perform cutting and patching work. To the greatest extent possible, retain installers or fabricators to perform cutting and patching work, especially for visually exposed finished surfaces and weather-exposed, waterproofed or moisture resistant elements.

B. Perform demolition and cutting work by methods that will not damage adjacent construction and will provide proper surfaces for patching work.

C. Execute work, by methods which will prevent settlement or damage to other work.

D. Elements of a structural or supporting nature, including those which are concealed and exposed after removal of work for repairs or patching, shall be inspected and the Consultant notified should additional work be indicated due to loss of structural integrity, rot, rust, corrosion or other similar conditions.

E. Restore work that has been cut and removed so that completed Work is in accordance with requirements of Contract Documents. Perform all installations, fittings, and adjustments of materials or products to comply with manufacturers' product data, its intended functions, specified tolerances and finishes.

F. Fit restored work airtight around pipes, sleeves, ducts, conduit and other penetrations through surfaces.

G. Refinish surfaces to provide an even, uniform finish to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

3.4 CUTTING

A. Perform cutting using methods least likely to damage adjoining construction or elements to be retained. Where possible, review proposed procedures with original installer; comply with original installer’s recommendations.

B. Where cutting is required, use tools designed for sawing, cutting and grinding, not hammering or chopping. Cut openings neat to sizes required with minimum disturbances to adjacent surfaces. Cut or drill from exposed or finished side into concealed surfaces to avoid marring finished surfaces.

C. Perform cutting through concrete or masonry using cutting machines designed for this purpose such as carborundum saws or diamond core drills.

3.5 PATCHING

A. Patch with methods and materials that are the least obvious. Restore exposed finishes of patched areas and adjacent areas in a manner that will be indistinguishable in the finished Work.

B. Where possible, inspect and test patched areas to demonstrate the integrity of installation.

3.6 CLEANING

A. Clean areas and spaces where cutting and patching has been performed or where such work areas were accessed.

END OF SECTION 01 73 50

SECTION 01 74 00
CLEANING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for cleaning during construction and final cleaning prior to Substantial Completion.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section "Construction Execution".
   2. Special cleaning requirements for specific elements are included in appropriate Sections of Divisions 2 through 09.

PART 2 – PRODUCTS

2.1 MATERIALS (NOT USED)

PART 3 – EXECUTION

3.1 CLEANING DURING CONSTRUCTION

A. During construction period, Contractor shall keep the Project site, and adjacent properties free from accumulation of debris and waste materials at all times. The Contractor shall execute all cleaning procedures necessary to maintain these conditions.

B. Provide adequate on-site containers for waste collection. Place all waste materials and debris in said containers in an expeditious manner to prevent accumulation. Remove waste from Project site when containers become full. Legally dispose of all such waste and debris off Project site. Dispose of no materials in adjacent waterways.

C. Control windblown dust and materials subject to blowing. Wet down materials as necessary to prevent such occurrences.

D. Allow no accumulation of food scraps or organic debris that may contribute to spread of rats, roaches, and other vermin.

E. Allow no graffiti or similar distasteful comments or illustrations to be authored on building materials or on any temporary or permanent construction on the Project site. Contractor shall monitor the Project for violations of this item, and shall take action to clean, cover, or replace subject materials as necessary.

3.2 FINAL CLEANING

A. Prior to Date of Substantial Completion, clean all finished surfaces. All said cleaning shall be performed prior to Contractor's request that the Project or portion thereof be inspected for Substantial Completion. For the "final cleaning" employ experienced workers or professional cleaners.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
2. Sweep paved areas and concrete surfaces broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Remove petrochemical spills, stains, and other foreign deposits.
4. Remove tools, construction equipment, machinery, and surplus material from the site which is not required to be turned over to the Owner.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar places.
7. Broom clean concrete floors in unoccupied spaces.
8. Vacuum clean carpet and similar soft services, removing debris and excess nap. Shampoo if required to remove all stains.
9. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vison-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
10. Remove labels that are not permanent labels.
11. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or replaced or that already show evidence of repair or restoration.
    a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
12. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
13. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
14. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
15. Clean ducts, blowers, and coils if units were operated without filters during construction.
16. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
17. Leave the Project site clean.

C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully. Comply fully with federal, state and local environmental and antipollution regulations.

3.3 GENERAL SITE MAINTENANCE

A. Take precautions to prevent pollution of air, water and soil.
   1. Do not burn or bury waste materials or debris on Project site. Comply with government regulatory and legal requirements for disposal of waste.
   2. Do not dispose of volatile wastes such as paint, mineral spirits, oils or paint thinner in storm or sanitary drains, on pavements or in gutters of Project site.
   3. Do not handle or dispose of waste materials, debris, cleaning compounds or other chemicals in a manner that will contaminate the soil or be harmful to plant life on the Project site.
   4. Comply with laws, rules regulations, ordinances, codes and authorities having jurisdiction over safety and environmental standards affecting the Project.

B. Minimize discharge of rainwater and effluent into sewer and adjacent waterways.
   1. Provide temporary means of drainage to prevent flooding and ponding on the Project site.
   2. Prevent site erosion due to stormwater runoff.
   3. Control sediment discharges; filter out soil, debris and contaminants.
   4. Comply with all laws, rules, regulations, ordinances, codes and other legal requirements governing erosion control and stormwater runoff both on the Project site and leaving the Project site.

C. Keep adjacent public ways free of debris, hazardous and unsanitary conditions and nuisances. Provide adequate traffic control by means of signs, signals and flagmen, as necessary.

END OF SECTION 01 74 00

SECTION 01 77 00
CONTRACT CLOSE-OUT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Substantial Completion Procedures
   2. Final Completion Procedures

1.3 DEFINITIONS

A. Substantial Completion: The time at which the Work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or use the Work for its intended purpose without disruption.

B. Final Completion: The stage at which all the Work has been satisfactorily completed in accordance with the Contract Documents and all required close-out documents and other required deliverables have been provided, and approved, to the Consultant and Owner.

C. List of Incomplete Work: A comprehensive list of items to be completed or corrected, prepared by the Contractor for the purpose of obtaining certification of Substantial Completion. This list is also referred to as a “punch list.”

1.4 SUBSTANTIAL COMPLETION PROCEDURES

A. The Consultant and Owner will perform one (1) inspection for Substantial Completion, upon the written request of the Contractor. One Certificate of Substantial Completion will be issued; this certificate will include all of the Work and not a portion or portions. If the Consultant is unable to issue the Certificate of Substantial Completion because the Work is not considered to be substantially complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Consultant’s services.

B. Prior to requesting Consultant's inspection for Certificate of Substantial Completion, complete the following activities and list all known exceptions in the request:
   1. Obtain any applicable permits from authorities having jurisdiction. Said certificates and permits (if applicable) shall enable City to have full and unrestricted use of the Work, and unrestricted access to services and utilities.
   2. Remove all temporary facilities from the Project site.
   3. Complete all other activities specified by the Contract Documents to be completed before Substantial Completion.

C. Prior to requesting Consultant's inspections for Substantial Completion, complete the following submittals:
   1. List of incomplete work and cost associated with incomplete work.
   2. All submittals specified in the Contract Documents to be completed before Substantial Completion.

D. On receipt of a written request for inspection, the Consultant and Owner will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following the inspection or advise the Contractor of Work that must be completed or corrected before the Certificate will be issued. In the latter case, any follow-up inspections that must occur prior to granting Substantial Completion will be considered additional services by the Consultant and will be compensated by the Contractor. The Certificate of Substantial Completion will be accompanied as necessary by a list of deficient work items (a Punch list) that must be completed or corrected by the Contractor prior to them requesting an inspection by the Consultant and Owner for final acceptance and final completion of the Project.

E. Upon completion of the inspection and determination that the Work is substantially complete; the Consultant shall prepare a Certificate of Substantial Completion (on AIA Form No. G704, 2017 edition, or its equivalent) establishing a date when the Project is sufficiently complete and suitable for the use it is intended and identifying a Punch list. The Consultant and City shall execute said Certificate.

F. The Contractor shall coordinate with the Owner the transfer of the building’s utilities to the Owner’s account.

1.5 FINAL COMPLETION PROCEDURES

A. The Contractor's written request for final inspection and final application for payment may coincide. The Consultant will perform only one inspection for Final Completion, upon the request of the Contractor. The Contractor should take care that all requirements for Final Completion as indicated in the paragraphs below have been completed prior to submitting their request. If the Consultant is unable to issue the certificate for final payment because the Work is not complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Consultant’s services.

B. Prior to requesting Consultant's final inspection for certificate of Final Completion and Final Payment, complete the following items and list any known exceptions in the request:
   1. Submit a copy of the Punch list of itemized work to be completed or corrected, stating that each item has been completed, corrected or otherwise resolved for acceptance.
   2. Submit final pay application accounting for all changes in Contract Sum, with final releases and support not previously submitted and accepted, including Consent of Surety to Final Payment.
   3. Submit, workmanship bonds, maintenance agreements, final certifications and similar documents required by Contract Documents or related to installed equipment and materials. Submit required closeout submittals listed herein.

C. Closeout Submittals:

1. Warranties: In accordance with Contract Documents, Contractor shall furnish their two-year workmanship warranty and 20-year manufacturers material warranty in writing, on the form bound hereinafter. Warranties for a longer period of time may be required by the Specifications. These warranties of a longer period also shall be assembled and submitted. Unless otherwise specified, all warranties shall commence on the Date of Substantial Completion. The warranties shall state the date on which they expire.
2. Statutory Affidavit: Before final closeout of the Work, the Contractor and Subcontractors shall furnish a Statutory Affidavit in the form attached to this section.
3. Inspection Reports (as required): Secure and submit to the Owner, through the Consultant, a certification from the local government agency or agencies having jurisdiction that the construction has been inspected and that the Project is acceptable.
4. Certificate of Substantial Completion and Fire Marshal Certificate of Occupancy (if applicable) and Certificate of Final Completion:
5. On final inspection of the Project, submit a Certificate of Final Completion verifying that Punch list items are complete and that all close out documents and payments are in order (as shown by the accompanying Project Close-Out Check-Off List), and establishing the Date of Final Acceptance.
6. Project Record Documents, Maintenance & Operations Manuals, Materials & Services List, and Closeout Documents (warranties in excess of 1 year, attic stock, O&M data)

PROJECT CLOSE-OUT CHECK-OFF LIST

DOCUMENTS	NO. OF COPIES	DATE RECEIVED
Contractor's Warranty	_____	_____
Statutory Affidavit (Contractor's)	_____	_____
Statutory Affidavit (Sub-contractors')	_____	_____
Record Drawings (As-builts)	_____	_____
O&M Manuals with Approved Submittals	_____	_____
Training Manuals and Videos	_____	_____
Fixed Assets Log (as shown at the end of this section)	_____	_____
Conducted Owner Trainings (refer to Section 01 81 50)	_____	_____

CLOSE-OUT CHECK-OFF LIST
(Continued)

Special Warranties (beyond one-year limit): (List appropriate warranties)	NO. OF COPIES	DATE RECEIVED

CLOSE-OUT CHECK-OFF LIST
(Continued)

DOCUMENTS	NO. OF COPIES	DATE RECEIVED
Punch List Items Completed	_____	_____
Certificate of Substantial	_____	_____
Completion Certificate of Final	_____	_____
Completion Consent of Surety of Final Payment	_____	_____

I certify that, being familiar with the Contract Documents for this Project, to the best of my knowledge, the items checked off hereinabove constitute all that are applicable to this Project.

Date Submitted to the Consultant: _____

Date Submitted to the Owner: _____

_____ _____

Contractor: *Consultant:*

STATUTORY AFFIDAVIT

STATE OF _____
CITY OF _____

FROM: _____
TO: _____

RE: Contract entered into the _____ day of _____ 20___, between the above mentioned parties for the construction of _____ _____ at _____

KNOW ALL MEN BY THESE PRESENTS:

1. The Undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all material, men, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the City.

   The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the City from any and all claims under or by virtue of the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20___.

Personally appeared before the undersigned, _____ who, after being duly sworn, depose(s) and say(s) that the facts stated in the above affidavit are true.

_____
Notary Public

This _____ day of _____, 20__

My commission expires _____

CERTIFICATE OF FINAL COMPLETION

OWNER:_____ CONTRACTOR:_____

CONSULTANT:_____ BONDING CO.:_____

PROJECT NAME:_____

CONTRACTOR: _____

(Name, Address) _____

_____

TO (OWNER):

THIS CERTIFICATE COVERS THE ENTIRE PROJECT

By execution of this document, the Contractor and Consultant each certify that the work performed under this Contract has been reviewed at a final inspection on_____, and found to be complete as verified by the attached Project Close-Out Check-Off List, and the City accepts the Project as complete on the last date of this Certificate. Final payment to the Contractor is authorized. Execution and acceptance of this Certificate by the City, shall in no way waive or void any conditions of the Contract Documents.

A certificate of Substantial Completion has been issued establishing_____, as the date of beneficial use and the commencement of all Warranties and Guarantees required by the Contract Documents.

_____

CONSULTANT BY DATE

_____

CONTRACTOR BY DATE

_____

OWNER BY DATE

END OF SECTION 01 77 00

SECTION 01 78 40
WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section "Contract Closeout", specifies contract closeout procedures.
   2. Divisions 2 through 09, Specification Sections for specific requirements for warranties on products and installations specified to be warranted.
   3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Contractor's Warranty: Contractor shall provide a warranty on the Project that warrants that all labor and materials furnished and work performed are in accordance with the Contract Documents and will be free from defects due to defective materials and/or workmanship for a period of one year from the Date of Substantial Completion. Warranty shall be provided on the form provided in this Specification Section.

B. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

C. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result

of such failure or must be removed and replaced to provide access for correction of warranted construction

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
   1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the work or part of the work, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. A digital version of all final submittals shall be submitted via jerryjr@reevesconsultinginc.com.

B. Submit written warranties to the Consultant via jerryjr@reevesconsultinginc.com effective on the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.

C. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Consultant, for approval prior to final execution. Refer to Specifications Divisions 2 through 34 for specific Contract requirements and particular requirements for submitting special warranties.

D. Organize the warranty documents into an orderly sequence based on section “Operations and Maintenance Data”.

PART 2 – PRODUCTS (NOT APPLICABLE

PART 3 – EXECUTION

3.1 LIST OF WARRANTIES

A. Schedule: Provide warranties on products and installations as specified in the following Sections:

B. All utilized Divisions 2 through 09 Specification Sections as indicated.

3.2 CONTRACTOR'S WARRANTY

A. The format of submission of the Contractor's Warranty is included on the subsequent page in this Specification Section.

CONTRACTOR WARRANTY FORM

PROJECT:
LOCATION:
OWNER:

We,_____, Contractor
(Contractor's Name)

for the above referenced Project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials and/or workmanship for a period of two years from the Date of Substantial Completion. This Warranty commences on:

_____
(Date of Substantial Completion) and expires on:

_____
(Two Years from Commencement Date)

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement; the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Contractor written notice of defective work. Should Contractor fail to correct defective work within sixty (60) calendar days after receiving notice, the Owner may at its option, correct defects and charge Contractor costs for such correction. Contractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to work that has been abused or neglected by the Owner or that was installed by another contractor.

For:_____
(Company Name)

By:_____

Title:_____

Date:_____

END OF SECTION 01 78 40

SECTION 01 81 00
PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Maintenance of project record documents
   2. Record drawings or "as-builts"
   3. Record specifications

1.2 SUBMITTALS

A. Project Record Documents consist of two (2) submittals: Record Drawings and Record Specifications. These submittals shall be provided to the Owner through the Consultant after the Date of Substantial Completion inspection.
   1. For Record Drawings, submit one (1) set to the Consultant in form of opaque prints, marked and altered as required in this Section. Submit all Drawings
   2. For Record Specifications, submit to Consultant one (1) legible set marked or altered as required in this Section via jerryjr@reevesconsultinginc.com

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 MAINTENANCE OF PRODUCT RECORD DOCUMENTS

A. Assign a person responsible for preparing and maintaining all record documents. Maintain the record documents in a secure location at the Project site but ensure that they are accessible to Contractor and Consultant during normal working hours. Do not use the record documents for any type of demolition purposes in the field.

B. Record information on record documents as soon as possible after it is obtained. Mark Drawings and Specifications with a red pencil; make certain all notations are clearly legible. Incorporate into existing sets all new Drawings or Specifications issued by Consultant. Mark shop Drawings if better suited to show the actual work.

3.2 RECORD DRAWINGS

A. Maintain a complete set of prints of the Drawings, including all sheets issued by Consultant for addenda, clarifications or modifications. Record all information that indicates how the actual work differs from the Drawings and shows the details of installation that will not be obvious upon completion of demolition, including:
   1. Existing conditions in variance with Contract Documents.
   2. Locations and depths of underground utilities.
   3. Changes made by Change Order.
   4. Changes made following the Consultant's written order or directives.
   5. Details not on original Contract Drawings.

6. Dimensional or location changes.
7. Changes made by Contract modifications, cross-referenced to applicable modification.
8. New information that may be useful to the Owner, which was not shown in Contract Documents or subsequent product submittals, including details or clarifications issued by Consultant as responses to Contractor's requests.

B. Responsibility for Markup: The individual or entity who obtained record data, whether the individual or entity is the installer, subcontractor, or similar entity, shall prepare the markup on Record Drawings. Contractor has responsibility to insure that this record is maintained.
1. Accurately record information in an understandable drawing technique.
2. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.
3. At time of Final Completion, submit Record Drawings to the Consultant for the Owner's records via jerryjr@reevesconsultinginc.com

3.3 RECORD SPECIFICATIONS

A. Maintain a complete set of Specifications, including all pages issued by Consultant for addenda, clarifications, and modifications. Record all information that indicates how the actual work differs from the Specifications, including:
1. Product substitutions.
2. Changes made by Contract modifications, cross-referenced to applicable modifications.
3. New information that may be useful to the Owner, which was not shown in Contract Documents or subsequent product submittals, including details or clarifications issued by Consultant as responses to Contractor's requests.

3.4 RECORD PRODUCT DATA

A. During the construction period, maintain one (1) copy of each Product Data submittal for Project Record Document purposes.
1. Mark Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Product Data submitted. Include significant changes in the product delivered to the site and changes in manufacturers' instructions and recommendations for installation.
2. Note related Change Orders and markup of Record Drawings, where applicable.
3. Upon Final Completion, submit a complete set of Record product Data to the Consultant for the Owner's records via jerryjr@reevesconsultinginc.com

3.5 MISCELLANEOUS RECORD SUBMITALS

A. Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various demolition activities. Immediately prior to Final Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Consultant for the Owner's records.

1. Categories of requirements in resulting miscellaneous records include, but are not limited to, the following:
   a. Field records on excavations.
   b. Field records on underground construction in similar work.
   c. Inspections and certifications by governing authorities.
   d. Certifications received in lieu of labels on bulk products.
   e. Testing and qualifications of tradesmen.
   f. Documented qualifications of installation firms.
   g. Load and performance testing.
   h. Leakage and water-penetration tests.
   i. Fire-resistance and flame-spread test results.
   j. Final inspection and correction procedures.

END OF SECTION 01 81 00

SECTION 02 41 19
ROOFING DEMOLITION

PART 1 - GENERAL

1.1 SCOPE:

A. Drawings and general provisions of the Contract shall apply to all work of this section.

1.2 DESCRIPTION OF WORK:

A. Extent of demolition work is indicated by provisions of this section and is defined to include demolition of and repair of existing rooftop conditions.

B. All existing split system equipment shall be temporarily relocated and reinstalled after new roof installation is complete. Exhaust fans shall be lifted so that existing flashings can be removed.

C. Clean/Cut existing TPO membrane according to the new membrane manufacturer's instructions.

1.3 QUALITY ASSURANCE:

A. Installer Qualifications: Appropriate installers shall perform the work of this section; and shall be a firm with not less than 5 years of successful experience in demolition and installation of systems similar to those required for this project and which is certified acceptable or to licensed by manufacturer of primary materials.
   1. Installer's Field Supervision: Installer must maintain full-time supervisor/foreman on job-site during times that demolition work is in progress. Supervisor must have minimum of 5 years experience in roofing work similar to nature and scope of demolition work.

1.4 JOB CONDITIONS:

A. Weather Condition Limitations: Proceed with demolition work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.
   1. Provide protection against water infiltration at all times during the demolition and installation process.

PART 2 – PRODUCTS - N/A

PART 3 – EXECUTION:

3.1 INSPECTION OF SUBSTRATE:

A. Examine substrate surfaces and associated work and conditions under which demolition and installation will be performed. Do not proceed with demolition and installation until unsatisfactory conditions have been corrected.

3.2 GENERAL INSTALLATION REQUIREMENTS:

A. Protect other work from spillage of roofing materials and prevent liquid materials from entering or clogging drains and conductors. Replace/restore other work damaged by demolition and installation work.

B. Coordinate the installation of insulation, roofing membrane, flashings and other items so that materials are not exposed to precipitation nor exposed between work shifts. Provide cut-offs at end of each day's work, to cover exposed plies and insulation. Remove cut-offs immediately before resuming work.

C. Cut-Offs: At the end of each day's roofing installation, protect exposed edges of incomplete work, including ply sheets and insulation.

D. Work will be coordinated as to limit the amount of roof traffic over completed roof areas.

E. Existing polyisocyanurate rigid insulation shall remain.

3.3 DEMOLITION WORK (UNLESS NOTED OTHERWISE):

A. Remove all membrane curb flashings and discard.

B. Remove all existing pipe flashings, sealant pockets and discard.

C. Remove and protect for reinstallation all existing internal roof drain collars and strainers. Protect existing roof drain bottom and piping to remain.

D. Remove and protect for reinstallation the top course of steep slope tiles as required to facilitate parapet flashing installation. Manufacturer approved alternate detail will be approved.

E. Remove only as much material as can be totally replaced in the same day.

F. Demolition shall be performed by personnel familiar with the replacement of materials being used.

G. Demolition adjacent to areas to remain shall be performed in a neat manner with straight lines to facilitate tie-ins of replacement materials. Contractor shall review tie-in methods with the Consultant for approval. Consultant has final approval of such methods.

H. Excessive demolition, as determined by the Owner's representative, shall be replaced with equal materials at the Contractor's expense in accordance with the General Conditions of the Contract.

I. No demolition shall be carried out if the chance of precipitation is 40% or more as reported by the nearest office of the National Weather Service.

3.4 PREPARATIONS:

A. Prior to the installation of any new roofing, flashings, metal flashings, or any other miscellaneous items, the Contractor shall clean surfaces of all dust, dirt, and other foreign materials.

B. Work shall be coordinated as to limit the amount of roof traffic over completed roof areas.

C. Inspect the deck carefully. If, in the Contractor's opinion, there are metal deck or insulation areas that require repair and/or replacement, notify the Consultant. Do not proceed with any repairs or replacement until directed by the Consultant.

D. The Consultant and Contractor shall document the actual quantities removed for materials bid on a unit price basis.

END OF SECTION 02 41 19

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 – GENERAL

1.1 SUBMITTALS

A. Certifications
   1. Submit certification by treating plant stating that preservative treatment chemicals and process used, as well as net amount of salts retained conform with applicable standards.
   2. Submit certification by treating plant that fire retardant treatment materials comply with governing ordinances and that treatment will not bleed through finished surfaces.

B. Submit manufacturer's descriptive literature indicating material composition, thickness, dimensions, loading and fabrication details.

C. All wood materials used in the construction of this project, including but not limited to, blocking, nailers, sheet products and framing shall be pressure treated with salt preservatives or fire retardant treated where indicated on the Drawings.

D. Submit manufacturer's literature indicating installation details. Include locations and details of bearing, blocking, bridging, and cutting and drilling of webs for work by others.

1.2 DELIVERY, STORAGE AND HANDLING

A. Immediately upon delivery to job site, place materials in areas protected from weather.

B. Store materials a minimum of 6" above the surface, on blocking and cover with protective waterproof covering, providing for adequate air circulation and ventilation under covering and around stacks of materials. Store and handle materials to protect against contact with damp and wet surfaces, exposure to weather, breakage and damage. Individual joists shall be handled in the upright position.

C. Protect all materials from damage.

D. Do not store seasoned materials in wet or damp portions of building.

1.3 QUALITY CRITERIA

A. Grading rules of the following associations apply to materials furnished under this section:
   1. Southern Pine Inspection Bureau (SPIB)
   2. West Coast Lumber Inspection Bureau (WCLB)
   3. Western Wood Products Association (WWPA)
   4. Redwood Inspection Service (RIS)

B. Softwood plywood grading rules shall comply with Construction and Industrial Product Standard PS-1.

C. Identify all lumber and plywood by official grade marks.
   1. Grade stamp for lumber shall contain symbol of grading agency, mill number or name, grade of lumber, species or species grouping or combination designation, rules under which graded, where applicable and condition of seasoning at time of manufacture.
   2. Provide appropriate grade trademark of the American Plywood Association on softwood plywood indicating the following:
      a. Type, grade, class and identification index
      b. Inspection and testing agency mark

D. Preservative-treated material shall comply with specified standards of the American Wood Preservers Association (AWPA) and American Wood Preservers Institute (AWPI). All preservative-treated materials shall be pressure treated with salt preservatives as required for above-ground exposure.

E. Fire-retardant treated material shall comply with specified standards of the American Wood Preservers Association (AWPA). All fire retardant treated wood products shall bear an Underwriter's Laboratories, Inc. label.

F. Prior to initiation of any structural wood framing, the Contractor shall schedule a meeting at the job site with the Consultant, Owner’s Representative, Framing Subcontractor and all other related Subcontractors to discuss Sequencing, Schedule, and other framing related criteria.

PART 2 – PRODUCTS

2.1 LUMBER

A. Indicated lumber dimensions are nominal. Actual dimensions conform to industry standards established by the American Lumber Standards Committee and the rules writing agencies.

B. Moisture content of rough framing lumber shall be 18% maximum at time of permanent closing in of building or structure, except as otherwise noted.

C. Lumber shall be surfaced on four sides (S4S).

D. Lumber, 2" to 4" thickness, shall be the following grades:
   1. Plates, blocking, bracing, furring and nailers shall be utility grade or No. 3 southern pine. Lumber in contact with concrete slabs, exterior masonry walls or in conjunction with gravel stops and copings shall be preservative treated in accordance with specified standards. Lumber shall be minimum 2 x 6. Do not use oil-based preservatives.

2.2 SHEET MATERIALS

A. Exterior plywood decking/sheathing shall have APA span rating 24/16,performance category 15/32", Exposure I, in 4' x 8' sheets. Three-ply minimum.

1. All plywood shall be manufactured using exterior glue (resorcinol or phenolic resin based).
2. All plywood sheet materials shall be preservative treated and fire treated.

2.3 FIRE-RETARDANT TREATED MATERIALS'

A. Standards
1. Lumber shall comply with AWPA C-20-99.
2. Plywood shall comply with AWPA C-27-99.

2.4 PRESERVATIVE TREATED MATERIALS

A. Standards
1. Lumber shall comply with AWPA C-2-99.
2. Plywood shall comply with AWPA C-9-99.

2.5 ROUGH HARDWARE

A. Provide all nails, bolts, spikes, plugs, wall plugs, anchors and such other rough hardware for securing work in place.

B. Aluminum ply clips shall be installed at midspan of decking. Use two for 48" or greater spans and one for lesser spans.

C. Anchors for securing wood nailers to steel deck shall be 12-14 X 2" flat head screws teks/3 18" o.c. staggered.

D. Screws shall be double galvanized steel or stainless steel self-tapping wood screws. The use of lesser quality screws will not be allowed. Screws shall be of sufficient length to penetrate a minimum of 1 ½" into the substrate.

E. Nails: For securing new lumber to new lumber or new plywood/OSB to new lumber, double-coated galvanized steel or stainless steel ring shank nails to penetrate a minimum of 1-1/2 includes into the substrate but not smaller than 10d nails. Use 16d nails where material being secured is 1 1/2 to 2 inches.

F. All wood nailers shall be installed as per FM Global Property Loss Prevention data sheet I-49.

2.6 ACCESSORIES

A. Building paper shall comply with ASTM D226, 15 lbs./100 sq. ft., nonperforated.

PART 3 – EXECUTION

3.1 WORKMANSHIP

A. All wood members shall be cut square on bearing, closely fitted, accurately set to required lines and levels and rigidly secured in place.

B. Accurately layout the work to provide correct openings to receive work of other trades.

C. Cover and protect rough carpentry from damage.

D. Install all wood members as required by the construction documents and/or necessary for proper installation of other project components.

E. Leave 1/16" space at end joint and c" at edge joints of plywood.

3.2 WOOD BLOCKING INSTALLATION

A. At the top of all parapets, screen walls, and signs, furnish and install new tapered wood fiber to provide positive drainage on to the new roof system, into the screen wall area, or off the back of the sign. Secure the tapered wood fiber to the substrate using two rows of the appropriate nails at spacings not to exceed 12-inches on center.

B. Furnish and install new wood blocking at all roof mounted equipment as required to provide minimum flashing height of 8-inches above roof level.

C. At units, new pressure-treated wood blocking may be installed on top of the existing curb. The wood blocking shall match the curb in width and shall not exceed 2-inches in thickness, per layer. New wood blocking shall be attached to the curb using specified wood screws at spacings not to exceed 12-inches on-center and a minimum of 2 fasteners per side. Subsequent layers of wood blocking shall be secured using appropriate nails at spacings not to exceed 12-inches on-center and a minimum of 2 nails per side.

D. The cost for raising curbs or installing curb extensions shall be included in the Base Bid.

3.3 SHEET MATERIAL INSTALLATION

A. Install plywood sheathing and decking with face grain perpendicular to supports. Terminate panels over supports. Stagger end joints of adjacent panels.
   1. Allow 1/16" between end joints and c" between edge joints for expansion.
   2. Attach plywood using screws at 6" on center along each metal support.
   3. Caulk all joints between sheets.

3.4 STORAGE AND PROTECTION

A. Stack all wood products to ensure proper ventilation and drainage Protect lumber from the elements. Store materials under cover in a well ventilated building where not exposed to extreme changes of temperature or humidity.

3.5 FIRE RETARDANT TREATED WOOD IN CONTACT WITH METALS

A. Wherever fire retardant treated wood products are in contact with galvanized steel and copper metal materials, a 30 mil bituminous coating shall be applied between the wood and metal.

END OF SECTION 06 10 00

SECTION 07 22 16
ROOF INSULATION

PART 1 - GENERAL

1.1 SCOPE

A. Drawings and general provisions of the Contract shall apply to all work of this section.

1.2 DESCRIPTION OF WORK

A. Extent of thermal insulation system work is indicated on drawings and by provisions of this section, and is defined to include flat and/or tapered insulation immediately under membrane roofing system and sheet metal roofing system.

B. TPO Roofing System is specified in Section 07 54 00 of this specification.

C. Install wood nailers/curbs as specified.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide primary products by a single manufacturer, which has produced that type product successfully for not less than 5 years. Provide secondary products only as recommended by manufacturer of primary products for use with roofing system specified.

B. Installer Qualifications: A single Installer (“Roofer”) shall perform the work of this section; and shall be a firm with not less than 5 years of successful experience in installation of insulation systems similar to those required for this project and which is certified acceptable or to licensed by manufacturer of primary roofing materials.
   1. Installer’s Field Supervision: Installer must maintain full-time supervisor/foreman on job-site during times that insulation installation work is in progress. Supervisor must have minimum of 5 years experience in roofing work similar to nature and scope to specified insulation installation.

C. UL Listing: Provide roofing insulation system and component materials which have been tested for application and slopes indicated and are listed by Underwriters Laboratories, Inc. (UL) for Class A external fire exposure.
   1. Provide roof insulation materials bearing Classification Marking (UL) on bundle, package or container indicating that materials have been produced under UL’s Classification and Follow-up Service.

D. FM Listing: Provide roofing insulation and component materials which have been evaluated and approved by Factory Mutual System for fire spread, wind- uplift, and hail damage and are listed in “Factory Mutual Approval Guide” for 1-90 construction.
   1. Provide roof insulation materials bearing FM approval marking on bundle, package or container, indicating that material has been subjected to FM’s examination and follow-up inspection service.

E. Roofing insulation shall comply with IBC Table 1508.2, to meet ASTM C-1289 Type I or II.

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data, installation instructions and recommendations for each type of insulation product required. Include data substantiating that materials comply with requirements.

B. Samples, Roof Insulation Materials: Submit 12" square samples of each component of insulation system.

1.5 JOB CONDITIONS

A. Weather Condition Limitations: Proceed with roof insulation work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.
   1. Wet Insulation: Roofing system shall not be applied over wet insulation. Installed insulation which has become wet must be removed and replaced with dry material.

1.6 PRODUCT HANDLING

A. Deliver materials to the site in good condition, with packaged material in unopen containers.

B. Store and handle roof insulation materials in a manner which will ensure that there is no possibility of moisture pick-up. Store in a dry, well ventilated, weather-tight place or store properly protected by leak-proof coverings or manufacturers original unopened containers. Do not leave unused materials on the roof overnight or when roofing work is not in progress without proper weather-tight protection.

C. Store insulation on pallets or other raised surface. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck. The Installer is responsible for any structural damage occurring due to the storage of materials or equipment on the roof.

1.7 WARRANTIES

A. Manufacturer's Warranty: Submit an executed copy of the insulation manufacturer's standard materials warranty, signed by an authorized representative of the insulation manufacturer.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

A. Insurance and Code Requirements: Provide materials complying with governing regulations, and which can be installed to comply with the following:

1. Factory Mutual requirements for “Class I” or “Noncombustible,” including zoned wind resistance.
2. Underwriters Laboratories “Fire Classified” and “Class 1-90” wind uplift resistance.

2.2 INSULATION

A. Types of thermal insulation required.
   1. Flat polyisocyanurate insulation, single layer board size shall be 4 ft. x 4 ft. maximum size with minimum LTTR value of 5.2 per inch of thickness.
   2. 1/4” per foot tapered polyisocyanurate insulation.
   3. 1/2” per foot tapered insulation at all crickets in TPO roof at all penetrations exceeding 24-inches in width.
   4. Insulation shall meet or exceed the following test requirements and results:
      a. Polyisocyanurate Nail Base insulation shall be zero ozone depletion board along term thermal performance of 15.90 at 3".
      b. Water vapor transmission of 1.0 (perm-inch) in accordance with ASTM E 96.
      c. Compressive strength of 20psi minimum.
      d. Maximum water absorption of 0.10 percent in accordance with ASTM C 272.
      e. Density of 2.0 pounds per cubic foot in accordance with ASTM D 1622.
      f. Linear coefficient of thermal expansion of 0.000035 inches per inch per degree F. (0.000063 mm per mm per degree C.) in accordance with ASTM D 696.

2.3 MISCELLANEOUS MATERIALS

A. Wood Member, Units: Replace deteriorated wood nailers, and other wood members indicated as roofing system work; provide wood pressure treated with water-borne preservatives for above-ground use (AWPB LP-2) to height of insulation system.

PART 3 – EXECUTION

3.1 INSPECTION OF SUBSTRATE

A. Examine substrate surfaces to receive thermal insulation system and associated work and conditions under which insulation will be installed. Do not proceed with insulation installation until unsatisfactory conditions have been corrected in a manner acceptable to insulation and roofing manufacturers.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Protect other work from spillage of roofing materials, and prevent liquid materials from entering or clogging drains and conductors. Replace/restore other work damaged by installation of thermal insulation system work.

B. Insurance/Code Compliance: Install thermal insulation system for (and test where required to show) compliance with governing regulations and with the following insurance requirements:

1. Factory Mutual requirements for “Class I” or “Noncombustible”, including zoned wind resistance as specified by FM.
2. Underwriters Laboratories “Fire Classified” and minimum “Class 1-90” wind uplift resistance.

C. Coordinate the installation of insulation, roofing sheets, flashings, stripping and other items so that materials are not exposed to precipitation nor exposed overnight. Provide cut-offs at end of each day’s work, to cover exposed plies and insulation. Remove cut-offs immediately before resuming work.

D. Cut-Offs: At the end of each day’s roofing installation, protect exposed edges of incomplete work.

3.3 INSULATION INSTALLATION

A. Except as otherwise indicated, install insulation per manufacturer’s written instructions, and the following requirements.
1. Prepare the substrate as described below to provide a clean, smooth, even, and continuous surface for the application of thermal insulation.
2. Insulation shall be applied in paralleled courses with long joints continuous and with cross joints broken. Stagger joints between layers. Tightly butt all edges. Fill gaps exceeding 1/4" with like material. Do not force-fit the insulation. Stagger each layer of insulation 12” minimum at cut-offs.
3. Insulation edges at vertical surfaces shall be cut straight and shall be a maximum of ½” from the surface.
4. Prevent the exposure to view from the floor or ground surfaces, or mechanical fasteners in all ceiling and roof areas.
5. The Contractor shall verify roof material fastening methods described in this Section conform to the Wind Uplift requirements listed.
6. Where mechanically attached, set fastener plat flush with the top surface of the insulation.
7. When required, install pressure treated lumber at the same heights as the new insulation.
8. Prevent materials from entering and clogging roof drains and conductors.

3.4 PROTECTION OF INSULATION

A. Installer shall repair or replace deteriorated or defective work as directed by the Owner or Owner’s Representative.

B. Work will be coordinated as to limit the amount of roof traffic over completed roof areas.

END OF SECTION 07 22 16

SECTION 07 54 00
TPO ROOFING SYSTEM FULLY ADHERED

PART 1 - GENERAL

1.1 SCOPE

A. The low-slope roofing system required under this section consists of the application of a fully adhered, white 115-mil Fleece back flexible sheet membrane roofing system over existing system. All applications shall be in compliance with the requirements of a **minimum FM Global Factory Mutual Class 1-90 guidelines insulated deck and the latest issue of FM Global Proper Loss Prevention Data Sheets 1-28, Wind Design, and 1-29, Roof Deck Securement and Above-Deck Roof Components**. All products and systems used shall comply with the requirements for Underwriters Laboratories Class A fire hazard classification.

1.2 SUBMITTALS

A. Submit shop drawings which include the following information:
   1. Consultant's project number
   2. Manufacturer's technical product data for all products proposed for installation
   3. Project title
   4. Contractor's signed and dated approval stamp
   5. Reference to specification sections and other construction documents
   6. Location of the work addressed with the shop drawing
   7. Any qualifications, deviations or departures from the Contract Documents shall be noted
   8. Any additional information required by the Specifications for submitted products and systems.

B. All associated shop drawings and submittals relating to complete roofing system assembly shall be submitted at the same time so that each may be checked in relation to the entire assembly. Piecemeal submittals shall not be accepted.

C. Shop drawings and installation layout shall be prepared which depict the proposed solutions for field conditions concerning two or more trades relating to the roofing installation. Composite shop drawings and field installation layout shall be coordinated in the field by the General Contractor for proper relationships to the work of the trades involved.

D. Submit manufacturer's illustrated cut sheets of the products to be furnished showing details, sizes, dimensions and all other pertinent information.

E. Submit manufacturer's complete description of the roofing system listing all components.

F. Submit manufacturer's technical specifications and installation procedures for

each roofing component.

G. Submit a copy of the roofing system manufacturer’s safety data sheets.

H. Submit the following certificates from the roofing system manufacturer:
1. Submit separate letters from the roofing system manufacturer and the insulation manufacturer stating that they have examined the construction documents and approve the use of their products and systems for this project.
2. Submit a letter from the roofing system manufacturer acknowledging compatibility with and approving use of the roofing accessories with the proposed insulation.
3. Submit a letter from the insulation manufacturer acknowledging compatibility with and approving use of the insulation with the proposed roofing system and accessories.
4. Submit a copy of the Agreement issued by the roofing system manufacturer indicating that the proposed installer has been approved for this project.
5. Submit a letter from the roofing system manufacturer clearly identifying components which are not packaged by the manufacturer and acknowledging approval to use those components for this project.
6. Submit for each bulk shipment a manufacturer's certificate clearly indicating the type of materials provided and compliance with referenced standards.
7. All manufacturer's certificates submitted shall be signed by an authorized officer of the product manufacturer and notarized.
8. Roofing installer shall furnish an affidavit from the roofing material manufacturer certifying that the installer has satisfactorily applied the type of roof specified on at least three projects similar in magnitude which have been completed during the last five-year period.
9. Submit a letter executed by the authorized representative of the roof system manufacturer indicating that he has inspected the roof prior to all work being completed.

1.3 DELIVERY, STORAGE AND HANDLING

A. All project components shall be delivered to the site in the manufacturer's original, unopened containers and wraps, dry, undamaged with labels and seals intact.

B. Storage
1. Deliver materials in manufacturer's unopened containers and rolls with all labels intact. Quantity shall be sufficient to allow continuity of work.
2. Store roofing insulation, membrane, adhesives, etc., on clean, raised platforms with weather protective covering.
3. Handle rolled goods so as to prevent damage to edges and ends. Damaged materials shall be replaced at Contractor's expense.
4. Insulation shall not be stacked over a height as recommended by the insulation manufacturer.
5. Select and operate material handling equipment, hoists, etc. to prevent damage to existing construction and applied roofing.

6. All materials shall be placed on pallets above grade and shall be covered with waterproof covers to maintain in a dry condition. Manufacturers' packaging wrappers are not acceptable as waterproof protection. Neither wet nor damp material shall be used in built-up roofing assemblies. Wet material shall be removed from the project site.
7. Comply with the manufacturer's printed recommendations.

1.4 PROJECT CONDITIONS

A. Roofing installation shall take place only in dry weather and when temperature is above 45 degrees F unless prior written approval has been received from the Owner and the Consultant

B. Do not apply roofing membrane or insulation to damp or frozen deck surfaces.

C. The building shall be maintained in a weathertight condition throughout all phases of the roofing installation. The installed portion of the roofing system shall be completely weathertight at the end of each working day.

D. All work in place shall be protected at the time the roofing operations take place. Provide and maintain protection required to prevent finish work from being damaged. General Contractor shall be responsible for all costs incurred in repairing, replacing and cleaning operations which may be required due to damage caused by roofing installation.

E. Contractor shall notify the Owner two (2) weeks prior to start of roofing operation and coordinate schedule with office operations.

F. Installers shall wear flat, soft, rubber soled shoes when on the completed roof. Provide special protection or avoid heavy traffic on completed roof.

G. Protect paving and building walls adjacent to hoist w/suitable protective covering prior to starting work. Keep covering in place for duration of work.

H. Remove debris from site daily.

I. Comply with manufacturer's printed recommendations.

1.5 QUALITY CRITERIA

A. Installers shall comply with the following requirements:
1. Installers shall be skilled workers with experience installing at least two TPO roofs of same brand and type prior to this installation.
2. Installers shall be approved by membrane manufacturer for this job.
3. A minimum of 2 references for installer's previous roof jobs shall be submitted prior to Pre-Construction Conference.

B. Roofing installation shall comply with Underwriters Laboratories Class A fire hazard classification.

C. Roofing installation shall comply with Factory Mutual Roof Assembly Class I in compliance with Factory Mutual Construction Bulletin 1-27 for Uplift Construction.

D. Roofing insulation shall comply with IBC Table 1508.2, to meet ASTM C-1289 Type I or II.

E. All roofing materials shall be provided by the same manufacturer. Roofing products of different manufacturers shall not be combined without written approval from the Consultant, the Owner and the roofing system manufacturer.

F. Any details or specified requirements which, in the opinion of the roofing system manufacturer, may impair the life, serviceability or intended function of the roofing system, shall be brought to the attention of the Consultant immediately with written notification. Work relating to such specified or detailed requirements shall not proceed until conditions are resolved.

G. The General Contractor shall observe the condition of the substrate to which the roofing system is to be applied and shall record the physical condition of the substrate on a daily basis for the owner's review.

H. The Owner may elect to have test cuts taken, samples procured and laboratory tests performed related to the roofing system installation. If the roofing tests yield satisfactory results, all costs of cuts, samples, laboratory work and patching shall be borne by the Owner. In the event that tests reveal workmanship or materials which do not comply with the requirements of the contract documents, all costs related to the testing, the removal of the unsatisfactory roofing and the replacement thereof shall be borne by the Contractor.

1.6 PRE-ROOFING CONFERENCE

A. Prior to beginning roofing installations, a meeting shall be conducted at the project site to review the specified and detailed roofing requirements. Installation procedures and coordination required with related work shall be discussed. The General Contractor shall advise the Owner and other invited parties of the meeting time a minimum of three days in advance. The meeting shall be attended by, but not limited to, the following persons:
   1. Owner's representative
   2. Consultant
   3. Roofing Consultant
   4. Roofing Contractor
   5. Roofing Contractor's Superintendent / Foreman who will be on this job

1.7 WARRANTY

A. A Registered Roof Observer (RRO) shall be employed by the Owner to be present during the entire roofing operation to supervise all work. Contractor must coordinate all work and scheduling with the RRO.

B. The roofing contractor shall provide a written guarantee that all work, including materials and workmanship, shall be in compliance with the requirements of the contract documents, shall be in compliance with the National Roofing Contractors Association (NRCA), and shall be free from all water infiltrations, all faults, and all defects in materials and workmanship for a period of two (2) years workmanship and twenty (20) years materials beginning at the date of substantial completion.

C. The roofing contractor shall submit in writing the roofing manufacturer's No Dollar Limit Guarantee, with flashing endorsement, to the Owner for the duration of the full warranty period and shall include all materials required by the roofing manufacturer.

D. The Roofing System Manufacturer warranty period shall be for Twenty Years (20).

E. All required written guarantees shall be submitted to the Owner prior to issuance of final payment.

F. Roofing Contractor shall certify that no asbestos material has been used.

PART 2 - PRODUCTS

2.1 ACCEPTABLE SYSTEMS

A. Acceptable roofing system manufacturers shall include the following:
1. Johns Manville
2. GAF
3. Carlisle Syntec

B. Roofing system manufacturer shall have a local Atlanta-area representative and shall provide all specified materials for a bonded roofing system.

2.2 SHEET MATERIALS

A. TPO membrane shall be a flexible thermoplastic polyolefin roofing membrane made from the incorporation of an ethylene propylene rubber into a polypropylene matrix and produced with a polyester weft-inserted reinforcement. Thickness shall be .060 mils. Rolls shall be 10' wide x by 100' long.

B. Walkway Pads
1. Install heat-welded walkway pads with diamond plate tread as shown on Drawings. Use 30" wide rolls to cut into maximum 10' length pads and position with 1" gap between adjacent pieces to allow for water drainage. Cut the walkway so a 4" minimum gap is created over any field splices. Allow

the walkway to relax and warm up in the sun prior to welding in place.

2.3 INSULATION

A. Acceptable manufacturers shall include the following:
1. Johns Manville
2. GAF
3. Carlisle Syntec

B. Tapered insulation is required to achieve net slope of ¼" per foot minimum.

2.4 SHEET METAL WORK

A. Fasteners: Non-staining types as recommended by the manufacturer of the different materials used.

B. Joint materials: G. E., Tremco or Dow-Corning Silicone Rubber Sealants.

C. Solder: ASTM D32-66T with 50% lead and 50% tin unless otherwise specified. Follow manufacturer's recommended soldering procedures.

D. See Specification Section 07 62 00.

PART 3 - EXECUTION – FULLY ADHERED PER MANUFACTURER'S SPECIFICATION

3.1 INSPECTION

A. Installer shall inspect roof decks for suitability of insulation application and subsequent roof membrane installation. Commencement of roof work shall represent roof installer's and membrane manufacturer's approval of existing conditions.

B. Minimum slope of substrate to which roof membrane shall be applied shall be ¼" in 12".

C. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.

D. Verify that blocking, curbs and fire treated wood nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SUBSTRATE PREPARATIONS

A. Roofing installation shall not begin until the following issues have been addressed within the area to receive roof membrane.
1. All pipe vents shall have been raised to 8" above the top of the proposed roof

surface.

2. All prefabricated curbs at exhaust fans shall have been raised to maintain 8" clear between the top of the new roof and the bottom of all flashings.

B. Prepare the existing membrane surface according to the Manufacturer's written instructions.

C. Prior to the installation or application of any roofing system components, all substrates shall be cleaned of all foreign matter which may impair the performance of the roofing system. No moisture in any form shall be present in or on any of the roofing products or substrates prior to or during roofing system installation.

D. Clean and remove from substrate sharp projections, dust, debris, moisture and other substances detrimental to roofing installation in accordance with roofing system manufacturer's written instructions.

E. Prevent materials from entering and clogging roof drains, scuppers and gutters and from spilling or migrating onto surfaces of other construction.

3.3 FLASHING AND ACCESSORIES

A. Anchor and adhere flashing and accessories according to details reviewed by Consultant and membrane manufacturer.

B. Perimeter flashing and flashing around vents, penetrations, etc., shall be done with 115-mil reinforced TPO flashing using the longest pieces practical. All flashings and terminations shall be done in accordance with manufacturer's recommendations.

C. Complete splice between flashing and primary membrane before bonding flashing to vertical surface. Splice shall extend at least 3" beyond the fasteners which attach the membrane to the horizontal surface.
   1. Apply bonding adhesive to both flashing and surface to which it is being bonded.
   2. After the bonding adhesive has dried to the point where it does not string or stick to a dry finger, roll the flashing into the adhesive. Care shall be taken to ensure that the flashing does not bridge where there is any change of direction (e.g. - where the parapet meets the roof deck).
   3. Anchor TPO flashing at 12" on center under aluminum counterflashing and cap. TPO flashing shall wrap over entire top surface of nailer under cap flashing and shall be attached at outside face of nailer.

D. Flash all penetrants (pipes, conduits, etc.) passing through the membrane.
   1. Flash pipe vents with premolded pipe flashings.
   2. Sealant pockets shall not be used.

E. Roofing subcontractor shall be responsible for sealing penetrations of roof membrane and flashing membrane by fasteners used to anchor any building

elements to provide a waterproof installation.

3.4 TPO ROOF MEMBRANE INSTALLATION – FULLY ADHERED PER MANUFACTURER'S SPECIFICATION

A. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.

B. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is eminent.

C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.

D. Remove and discard temporary seals before beginning work on adjoining roofing.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

F. Install roofing membrane in strict compliance with the manufacturer's written installation instructions over area to receive roofing. Unroll roofing membrane and allow to relax before installing.

G. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

H. Mechanically fasten roofing membrane securely at terminations, penetrations and perimeter of roofing.

I. Apply roofing membrane with side laps shingled with slope of roof deck where possible.

J. Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.

K. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.

L. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

M. Remove and repair all unsatisfactory sections before proceeding with Work.

N. Repair tears, voids, and lapped seams in roofing membrane that do not meet requirements.

O. Spread sealant or mastic bed over deck drain flange at deck drains and securely

seal roofing membrane in place with clamping ring.

3.5 HOT AIR WELDING AT SPLICES

A. All TPO membrane splices shall be factory welded to the greatest degree possible. When seams must be field fabricated they shall be hot air welded rather than adhered.

B. Position the TPO membrane so that the top membrane overlaps the bottom membrane a minimum of 4". Ensure the welding area is dry, clean and free of foreign material.

C. Weld the top membrane to the bottom membrane using a hand-held hot air welder or an automatic welding machine and silicone roller. A minimum 1½" wide continuous weld is required.

D. All field-welded seams must be inspected with a tack claw or similar tool (cotter key extractor), and all deficiencies repaired.

3.6 CLEANING AND FINAL QUALITY CONTROL

A. Remove debris and stains caused by roof work.

B. Arrange for roofing system manufacturer to inspect roofing installation on completion and submit report to Consultant.

C. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

D. There shall be no bubbles or air voids between the bottom surface of the roof membrane and the substrate to what it is adhered under any circumstances, membrane shall be removed and replaced in all areas which exhibit such defects.

3.7 WALKWAY PADS

A. Install walkway products specified in at three sides of the roof hatch and at service sides of all rooftop equipment. Adhere with compatible adhesive and heat weld walkway products to substrate according to roofing system manufacturer’s written instructions.

END OF SECTION 07 54 00

SECTION 07 62 00
FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 SCOPE

A. Flashing and sheet metal shall be prefinished steel provided at all roof construction.

B. Drawings and general provisions of the Contract shall apply to all work of this section.

C. Extent of each type of flashing and sheet metal work is indicated on drawings and by provisions of this section.

D. Types of work specified in this section include the following:
1. Metal counter flashing
2. Line Set/Pipe Chase Portal Cover (similar to Jedco Supply)
3. Miscellaneous sheet metal accessories.

1.2 SUBMITTALS

A. Submit shop drawings which indicate material types, sizes, shapes, thicknesses, finishes, fabrication details, anchors, connections, expansion joints and relation to adjacent work. Drawings shall be drawn to large scale and, where practical, shall be full size.

B. Submit product data which indicates product description, finishes and installation instructions, including interface with adjacent materials and surfaces.

C. Submit actual 3" x 4" square full spectrum samples of all prefinished sheet metal materials. Submit mock up of actual coping, showing cleats, fastening devices, or pressure treated wood nailers.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials off ground, under waterproof cover. Protect from damage and deterioration.

B. Handle materials to prevent damage to surface, edges and ends of sheet metal items. Damaged material shall be discarded and replaced.

1.4 QUALITY CRITERIA

A. All sheet metal shall comply with "Architectural Sheet Metal Manual" published by the Sheet Metal and Air Conditioning Contractors National Association, Inc., (SMACNA), latest edition.

B. Installation of sheet metal items shall comply with National Roofing Contractors Association "NRCA Roofing & Waterproofing Manual" latest edition.

C. Do not place dissimilar metals in contact with one another, nor in a position where water sheds across dissimilar metals.

D. Qualifications of Installers: Provide at least one person, present at all times during execution of the work of this section, who shall be thoroughly trained and experienced in the materials and methods required and who shall direct the entire flashing and sheet metal fabrication and installation.

1.5 WARRANTY

A. Warranty flashing and sheet metal work to be free of defects in materials and workmanship for two (2) years.

B. All flashing products and fasteners used in the roofing installation shall be approved by the roofing manufacturer and shall be included in the roofing guarantee.

C. Submit to the Owner a written warranty signed by General Contractor and sheet metal subcontractor stating that sheet metal work shall be completely watertight for a period of two years following Final Payment. The warranty shall cover all costs for repairing and/or replacing defective work due to improper materials or workmanship.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Sheet Steel, Gutters, Downspouts, Conductor Boxes and Parapet Copings:
   1. Concealed flashing shall be 24 gauge galvanized steel.
   2. Acceptable manufacturers
      a. Petersen Aluminum Corporation
      b. Firestone/UNA-CLAD Copper Sales, Inc.
      c. Atlanta Metal Products,
      d. Perma-Clad,
      e. IMETCO,
      f. Architectural Metal Systems
      g. Berridge Manufacturing Co.
   3. Exposed prefinished steel products shall be 24 gauge galvanized with "KYNAR 500" coating of a color to be selected by Consultant to match existing.

B. Stainless Steel
   1. All stainless steel used shall be type #302, of standard analysis 18-8 containing a minimum of 17-19 percent chromium, 8-10 percent nickel and 0.08-0.20 percent carbon.
   2. Fractures or mill reject sheets that are not uniform in color and finish shall not be used. Sheet color and finish, whether mill or shop finished, shall be uniform throughout and shall have uniform finish and appearance.

C. Reglet Flashing and Counterflashing
   1. Concealed reglet and counterflashing shall be 24 gauge galvanized steel,

non-corrosive.

2. Exposed flashing shall be prefinished roll-formed 24 gauge galvanized steel to match adjacent surfaces with "Kynar 500" resin fluoropolymer Color must match existing.
3. Install shop-formed metal flashings in 10-foot length maximum with a minimum number of pieces in each straight run.
4. Anchors shall be provided at 12" o.c. or as recommended by manufacturer.

D. Gravel stops shall be matching TPO coated metal per Specification Section 07 54 00.

2.2 MISCELLANEOUS MATERIALS AND ACCESSORIES:

A. Soldering Materials
1. Solder shall comply with ASTM D32-66T, alloy grade 50A, 50% pig lead and 50% block tin.
2. Solder flux for galvanized metal and copper shall be muriatic acid neutralized with zinc. For lead it shall be non-corrosive rosin.

B. Fasteners shall be of the same material or compatible with sheet metal being fastened.
1. Screws to attach cleats and gutter to nailers shall be stainless steel flathead wood screws, of sufficient length to penetrate substrate ¾" minimum, 2½" long minimum.
2. Expansion shields shall be lead or bronze sleeves.
3. Screws for fastening gutter strap to stiffener bar shall be stainless steel, self-tapping type with round heads.
4. Bolts shall be zinc coated. Furnish with nuts and washers as required.
5. Rivets shall be round head with solid shank.
6. Blind clips and cleats shall be 18 gauge galvanized.

C. Epoxy Seam Sealer: 2-part noncorrosive metal seam cementing compound, recommended by metal manufacturer for exterior/interior non-moving joints including riveted joints.

D. Reglets: Metal units of type and profile indicated, compatible with flashing indicated, noncorrosive.

E. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation or work, matching or compatible with material being installed, noncorrosive, size and gauge required for performance.

2.3 FABRICATED UNITS:

A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA “Architectural Sheet Metal Manual” and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without oil-canning, buckling and tool marks, true to line

and levels indicated, with exposed edges folded back to form hems.

B. Seams: No exposed fasteners permitted. Brush back finished at area of joint and **SOLDER ALL METAL JOINTS** (except where expansion joints indicated). Touch-up pre-finished surfaces with two coats of matching paint to match surrounding surface.

C. Expansion Provisions: Form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed with joints), with standing seam joints.

D. Sealed Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.

E. Separations: Provide for separation of metal or fasteners from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

F. All bends shall have a 1/16" minimum radius

G. Brazing, soldering and welding methods shall be suitable for the product used. Thoroughly remove flux residue after attachment.

H. Fasteners shall not cause galvanic action with steel.

I. Provide linear items in 10' long sections maximum and a minimum number of pieces in each straight run.

J. Prefinished Steel Parapet Copings
1. Provide in 10'-0" lengths factory formed per profile on drawings. Copings shall be snap-lock style.
2. Outside face shall match existing, inside face minimum 5" high with min. slope of 1" toward roof, except as noted otherwise on drawings.
3. All inside and outside corners shall be factory fabricated one piece construction.
4. Provide expansion joint with interlocking standing seam at 10' on center per SMACNA.
5. Parapet coping shall be ANSI/SPRI/FM 4435 ES-1 tested and compliant.

K. Gutter/Downspouts
1. All downspouts shall spill to concrete splashblock.
2. Steel Gutters, Downspouts shall be GT-1 tested and approved.
3. Downspouts shall be 4" x 6" rectangular in section, U.N.O. with locked and sealed longitudinal seams. Upper end shall be flanged ½" and fastened and sealed to gutter lining. Gutter shall be 6" square U.N.O. Some locations are larger. Provide heavy duty 1" x ⅛" aluminum gutter straps at 2'-6" on center. Provide 1" x 1" x ⅛" aluminum angle attached to gutter with ¼" stainless steel bolted at each gutter strap at 2'-6" o.c. Extend to top of nailers. Screw to nailers through back flange of gutter with 2½" long stainless steel wood screws.

4. Downspout straps shall be of the same material as the downspouts, with same Kynar 500 finish, 1½" wide, with hemmed edges.
5. Gutter and downspout shall be fabricated in sections 10'-0" minimum in length. Anchors shall be stainless steel screws.
6. Provide expansion joints in gutters at maximum 40'-0" on center per SMACNA details for butt type expansion joints.
7. Provide stainless steel sleeves for all fasteners at all downspout installations at brick in thickness to be flush with brick finish.
8. Downspout connections shall be per SMACNA Manual, Plate Fig. 1-33, Latest Edition.
9. Gutter expansion joints shall be per SMACNA Manual, Plate 1-7; end cap shall be similar as well (fully soldered).
10. Downspouts shall be spaced at 40'-0" O.C. max. All downspout locations shall be reviewed and approved by the Consultant. Slope gutters to provide positive drainage to downspouts.
11. All downspouts shall be piped to underground storm drainage system.

2.4 PIPE FLASHING

A. Pitch pans shall not be used. Furnish and install new premoulded flashing.

2.5 OTHER SHEET METAL FABRICATION

A. Fabricate sheet metal work in accordance with reviewed shop drawings, contract documents and industry standards. Form sheet metal work with clear, sharp and uniform breaks. Hem exposed edges.

B. Seam and solder all joints in sheet metal products. Solder sheet metal joints with heavy, well-heated coppers. Pre-tin joints not less than 1½" wide. Provide 1" minimum soldered joints. After soldering, wash joints and neutralize remaining acid with alkaline solution. Paint to match.

C. Provide linear sheet metal items in minimum 10'-0" sections except as otherwise noted. Form flashing using single pieces for the full width.

D. Provide prefinished 24 gauge 2-piece reglet at intersections of dissimilar materials where shown on drawings. Continue weather barrier membrane between dissimilar materials.

PART 3 - EXECUTION

3.1 SHEET METAL INSTALLATION

A. Install work in accordance with contract documents, industry standards, and FM-Global requirements. Sheet metal items shall be installed true to line, watertight without buckling, waves, creasing, warp or wind in finished surfaces.

B. Coordinate flashing at roof surfaces with roofing work to provide weathertight condition as soon as practical following roofing installation. Use minimum 6" wide concealed splice plates at gravel stops.

C. Provide joints at maximum 10'-0" o.c. Joints shall be ¼" between sections.

D. Isolate dissimilar materials to prevent galvanic action. Separate using bituminous paint both sides or roofing felt. All fasteners shall be fabricated from the same material as the product to be attached, unless noted otherwise.

E. Form seams in direction of flow. Seams shall be flatlock with cleats filled with sealant. Lap seams occurring in members sloping 45 degrees or more 4" minimum and embed in flashing cement. Miter and solder inside and outside corners of all exposed metal products.

F. Secure sheet metal items using continuous cleats clips and/or blind fasteners as indicated. No exposed face fastening shall be performed.

G. Caulk around all roof deck penetrations to prevent leaks of bitumen and water to interior of building. Sealants shall be one of the following types:
   1. Provide two-part polysulfide class "B" non-sag type for vertical and horizontal joints.
   2. One part polysulfide not containing pitch or phenolic extenders.
   3. Exterior grade NP-1 sealant recommended by roofing manufacturer.
   4. One-part non-sag, gun grade, exterior type polyurethane recommended by roofing manufacturer.

H. Fastening
   1. Screws
      a. Space screws evenly at 4" o.c. on cleats and gravel stops/fascias, staggered at 1" off front and back edge.
      b. Space screws at 4" o.c. confined to one edge only of flashing 12" or less in width.
   2. Cleats shall be continuous in 10'-0" lengths and formed to profile of item being secured.

I. Pre-fabricated Steel Coping
   1. Installation shall be in strict accordance with SMACNA Manual published directions. Specified product installation details provide adequate allowance for expansion and contraction and securing coping to parapet and these details shall be followed implicitly.
   2. Set copings over TPO flashing, secured under continuous front and back coping cleats, trimmed even with bottom edge of cleats, and sealed at laps using manufacturer's recommended adhesive. Secure copings with front and back continuous cleats only; do not penetrate coping with mechanical anchors.
   3. Provide interlocking standing seam expansion joints at 10' on center per SMACNA.

J. Provide for expansion and contraction in sheet metal work at intervals not exceeding the recommendations of the SMACNA manual. Where continuous runs of sheet metal exceeds interval by more than 12', provide additional joint. Where the run is less than interval specified and more than 12', provide one joint at the center of run. Joints shall be evenly spaced. Provide ¼" expansion joints at 10' on center per SMACNA manual

K. Coordinate the removal of mechanical equipment to furnish and install all flashing and curbs required at existing fabricated curbs.

L. Form all fabricated parts to profiles detailed, maintaining uniformity throughout the project. Hem all edges of sheet metal smoothly and neatly.

M. All welding of exposed stainless steel whether specifically specified or not shall be accomplished by the arc welding (heli-arc) method using stainless steel rod of same composition as the parts being welded. Welds shall be free of pits, flaws and peened to remove flux and other impurities. Welds shall be ground smooth and polished to original finish of the metal, with the grain uniform to the grain of the original sheet.

N. Where grinding and polishing has destroyed the grain restore and blend to obliterate all traces of welding. All welds, whether exposed or concealed on unpolished surfaces, shall be ground back to the surface of the original metal.

END OF SECTION 07 62 00

SECTION 07 90 00
CAULKING AND SEALANTS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Caulking as specified herein is for use on the interior of the building unless sealant is indicated on the Drawings.

B. Sealant as specified herein shall be used on the exterior of the building, and elsewhere "Sealant" is indicated on the Drawings.

C. Related Work Specified Elsewhere:
   1. Refer to all Sections in Division 0, CONTRACT REQUIREMENTS and Division 1, GENERAL REQUIREMENTS.
   2. See Sections 07 54 00, TPO Roofing System and 07 62 00 Flashing and Sheet Metal, for responsibility of sealants used in connection therewith.

1.2 SUBMITTALS

A. Section Cross-Reference: Refer to Division 1 - Submittals Section for submittal requirements.

B. Manufacturer's Product Data:
   1. Specifications and Installation Data: Submit material specifications and installation data for products specified under Part 2 - Products.
      a. Modifications: Modify submission by letter form to reflect project requirements and job conditions.
      b. Recommendations: Submit manufacturer's recommendations specified herein for primer/sealer, bond breaker, backer rod, and joint fillers.
      c. Storage and Handling Instructions: Include instructions for storage, handling and protection of products.
      d. Installer Copy: Indicate by transmittal form that copies of modified (if any) specifications and installation data have been distributed to Installer.
      e. Required Product Data Submittals:
         1) Supplementary Installation Instructions: Retain at job site manufacturer's supplementary installation instructions for products specified under Part 2 - Products. Maintain and make available installation instructions retained at job site.
         2) Caulks and Sealants

C. Samples:
   1. General: Review will be for color and texture only.
   2. Verification Samples: For verification purposes, submit complete set of samples, illustrating full range of color and texture to be expected in the completed work. Provide samples of the following minimum size: Submit 6" long sample of each type of sealant and caulking compound (with associated backup material) that will be exposed to view.

D. Product Warranty: Submit manufacturer's standard warranty to the Owner for each proprietary product herein specified, with warranty period beginning on Date of Substantial Completion. Warranty period shall be twenty (20) years.

E. Certification: Furnish written certification that specified firestop sealant meets or exceeds standard requirements when tested per ASTM E84 and E814.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery of Materials:
1. Deliver materials to the project in the original package with seals unbroken and with the manufacturer's name and brand stamped clearly thereon.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials utilized shall be from new cartridges with shelf-life valid during installation. Do not use seconds or remnants.
1. Color shall be as follows. (All colors subject to prior approval by the Consultant.) Provide color of exposed joint sealers from manufacturer's standard colors.
a. Joints separating two similar materials - match finish surface color.
b. Joints separating dissimilar materials, such as perimeter joints around louvers, door frames, window frames, etc. Match wall surface color.

B. Sealant. Use a two-component polysulfide base sealant. Use material of the proper type for the intended use. Sealant shall be one of the following: (For Exteriors)
1. "Synthacaulk 5" manufactured by Pecora Corp.
2. "Sonolastic" two-part manufactured by Sonneborn - Contech.

C. Polyurethane based sealant. In lieu of the two component polysulfide base sealants specified hereinbefore. The Contractor has the option of using one of the following:
1. "Dynatrol II" Dynamic Sealant manufactured by Pecora Corp.
2. "Dymeric" manufactured by Tremco.
3. "Sonolastic NP-II" manufactured by Sonneborn - Contech.

D. Sealant shall be one of the following silicone based sealants:
1. "Dow Corning 790 Building Sealant" manufactured by Dow Corning Corp.
2. "Silpruf Weatherproofing Sealant" manufactured by General Electric Company.
3. "864 Architectural Silicone Sealant" manufactured by Pecora Corp.

E. Penetration sealant (putty) shall be one of the following for use as listed by UL:
1. "Fire Stop #2000," one-part silicone sealant, manufactured by Dow Corning Corp.
2. "Fyre Shield" manufactured by Tremco.
3. "Smoke-Stop," gypsum cement base sealant, manufactured by USG Corp.

F. Primer shall be manufactured by the caulking or sealant manufacturer.

G. Filler material shall be as recommended by the caulking or sealant manufacturer.

H. Joint Primer/Sealer: Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.

I. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by the caulk/sealant manufacturer to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for performance of sealant. Provide self-adhesive tape recommended by caulk/sealant manufacturer.

J. Sealant and Caulk Backer Rod: Compressible rod and rectangular stock of polyethylene foam, polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable nonabsorptive material as recommended by caulk/sealant manufacturer for compatibility with caulk/sealant.

K. Joint Fillers, Pavement Types: use type recommended by sealant manufacturer:
   1. Self-Expanding Cork Joint Filler: Provide resilient and non-extruding type premolded cork units complying with ASTM D 1752 Type 111.
   2. Cork Joint Filler: Provide resilient, and non-extruding type premolded cork units complying with ASTM D 1752, Type 11.
   3. Sponge Rubber Joint Filler: Provide resilient, non-extruding, open-cell type premolded rubber, gray to match concrete, complying with ASTM D 1752, Type 1.

PART 3 - EXECUTION

3.1 PREPARATION

A. Preparation of Surfaces:
   1. Joint preparation. After all cleaning operations on the exterior of the building are completed, rake out all joints between the frames and the masonry walls to remove all loose mortar materials and thoroughly brush- clean to remove all dust and dirt. Where no backstop occurs to receive the caulking or sealant compound, fill joints with filler material as recommended by the caulking or sealant manufacturer.

3.2 INSTALLATION/APPLICATION/PERFORMANCE/ERECTION

A. Application:
   1. Apply caulking or sealant, and primer, in strict accordance with the printed instructions of the caulking or sealant manufacturer. Apply primer when and where recommended by the manufacturer.
   2. Primer: Prime or seal joint surfaces where recommended by manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.
   3. Joint Filler: Set joint filler units at depth or position in joint to coordinate with other work, including installation of bond breakers, backer rods and caulks/sealants. Do not leave voids or gaps between ends of joint filler units.
   4. Backer Rod: Install sealant backer rod, except where shown to be omitted or recommended to be omitted by manufacturer.
      a. For exterior joints over 1" wide, use rectangular type backer-rod.
   5. Bond Breaker: Install bond breaker tape where recommended by manufacturer.

6. Installation of Fire-Stopping Sealant:
   a. Install sealant including forming packing and other accessory materials to fill openings around mechanical and electrical services including ductwork, pipe, cables and conduits penetrating floors, walls, smoke compartments to provide fire stops with fire resistance ratings for floor or wall assembly in which penetration occurs.
7. Installation Techniques: Employ only proven installation techniques, which will ensure that caulks/sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so joint will not trap moisture and dirt.
8. Sealant Depth: Install sealant to depths as shown or, if not shown, as recommended by sealant manufacturer but with the following general limitations, measured at center (thin) section of bead:
   a. For sidewalks, pavements and similar joints sealed with sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but neither more than 5/8" deep nor less than 3/8" deep.
   b. For joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
9. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surface, or to migrate into the voids of adjoining surfaces including rough textures such as exposed aggregate panels. Using masking tape or other precautionary devices to prevent staining of adjoining surfaces, by either primer/sealer or sealant/caulking compound. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

3.3 ADJUSTMENT AND CLEANING

A. Clean and free from stains surfaces of all materials adjoining caulked or sealed joints. Remove excess of caulking or sealant on adjoining surfaces in accordance with the caulking or sealant manufacturer's instructions.

3.4 CURE AND PROTECTION

A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability. Advise Contractor of procedures required for cure and protection of joint sealers during construction period, so they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion.

3.5 TESTS FOR PERFORMANCE

A. After nominal cure of exterior joint sealants which are exposed to the weather, test for water leaks. Flood the joint exposure with water directed from a 3/4" garden hose held perpendicular to wall face, 2'-0" from joint, connected to a water system

with 30 psi minimum normal water pressure. Move stream of water along joint at an approximate rate of 20ft. per min.

B. Test approximately 5% of total joint system in locations which are typical of every joint condition and which can be inspected easily for leakage on opposite face. Conduct test in presence of Consultant, who will determine actual percentage of joints to be tested and actual period of exposure to water from hose, based upon extent of observed leakage, or lack thereof.

C. Repair installation at leaks or, if leakage is excessive, replace sealant installation.

END OF SECTION 07 *90 00*

Addendum No. 1

QUESTIONS WITH RESPONSES IN RED

1. Are you requesting a full tear-off and replacement of the existing TPO roof? **Existing system is to remain. New membrane shall be adhered to the prepared existing membrane using two-part adhesive applied in a splatter pattern.**
2. Will the roofer be permitted to visit the property to perform an inspection and obtain accurate measurements? **A mandatory pre bid meeting was held on site on 4/13 and potential bidders were allowed to measure.**
3. If access is allowed, what dates are available, and who should he contact to gain entry to the roof? **A mandatory pre bid meeting was held on site on 4/13 and potential bidders were allowed to enter the roof area.**
4. I received the project manual from there. Are there any drawings?
   The entire RFP package including bid requirements, specifications and project manual is located on the city's website at www.duluthga.net
5. Is GenFlex Roofing Systems an approved alternate manufacturer for this project?
   No.
6. Please confirm the laydown area for the dumpster and material storage
   It is anticipated that the materials will be loaded directly on the roof within one day. One 20 x 20 area will be designated for laydown near the generator.
7. Please confirm that the service side of the building which includes the loading dock door can be blocked for crane usage. **Yes. This area can be blocked for one day at the beginning of the job and one day at the end of the job.**
8. Please confirm the scope of work requirements for the existing lightning protection system. **Contractor must engage a reputable vendor to remove and reinstall the existing system.**
9. Please confirm that the new field membrane is to be 115 mil fleeceback TPO membrane adhered directly to the existing roof surface. **Confirmed. The chosen manufacturer must provide a 20y warranty with these conditions. Basis of design is Carlisle.**

10. Please confirm requirements for security/screenings of our workforce? Ex. background checks, etc. **No security screening is required. However, the contractor must confirm that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. 13-10-91(b).**

11. What are the allowed working hours? **The work hours are Monday through Friday 8:00 am to 5:00 pm and Saturday 10:00 am to 2:00 pm. Working is not permitted on Federal or State holidays**

12. Are employees allowed to use the building stairwell to access the roof? **Yes. The contractor will also be given electronic card access to use the elevator from the basement to the third floor.**

13. Please confirm the termination of the new membrane wall flashing at the existing slate tile ridge. **Similar to Carlisle Detail U-9A**

14. On the 2 low roofs, please confirm the detail for the wall flashing against the main building? It appears that the existing membrane wraps the brick ledger and runs behind the brick. **Similar to Carlisle Detail U-9**

15. Are the contractors allowed to visit the property again for another view of the roof? **A mandatory pre bid meeting was held on site on 4/13 and potential bidders were allowed to visit the site.**

REEVES CONSULTING, INC.

3195 Abbotts Pointe Drive
Duluth, Georgia 30097
404.285.0848
www.reevesconsultinginc.com

City Hall Roof
Addendum 2

3167 Main Street
Duluth, Georgia 30096

April 21, 2026

To Bidders:

Please incorporate the following changes into your bid submission for this project.

1. Change: Install a guard around the roof hatch at one location. The Rail is manufactured by Safety Rail Company LLC. Refer to the attached specifications and details.
2. Change: Upon completion of the roof installation, recertify the building lightning protection system per standards NFPA 780 and/or UL96A.
3. Change: In areas with DensGlass sheathing Carlisle detail U-12F must be used.



SRC Hatchguards

The SRC Hatchguard is an OSHA compliant, passive fall-protection system that installs without welding, drilling or roof membrane penetration. Standard System is a four-piece assembly that bolts together on site. Once assembled, it secures to the roof hatch with four compression bolts using non-penetrating rubber swivel feet to protect the roof curb surface. Installation takes 15 minutes.

MADE IN THE USA

Features

- Use on roof hatches with standard curb detail
- Built-in grab bars, self-closing gate and 2' egress/ ingress safe landing zone
- Non-penetrating design will not compromise building envelope
- No welding or drilling required for installation
- Finish Options: Powder-coated Safety Yellow, Galvanized or custom color finishes
- Custom sizes and side exit configurations available
- American Welding Society Certified (AWS D1.1 & D1.3)
- 100% Made in USA

Minimum Requirements

- Requires raised curbing typically found on roof hatch kits
- Designed for flat and low-sloped roofs
- Additional SRC product options available for steep-sloped roofs

SAFETYRAILCOMPANY.COM | THE SAFEST | 4244 Shoreline Drive, Spring Park, Minnesota 55384

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SRC Hatchguards PRODUCT SPECIFICATIONS

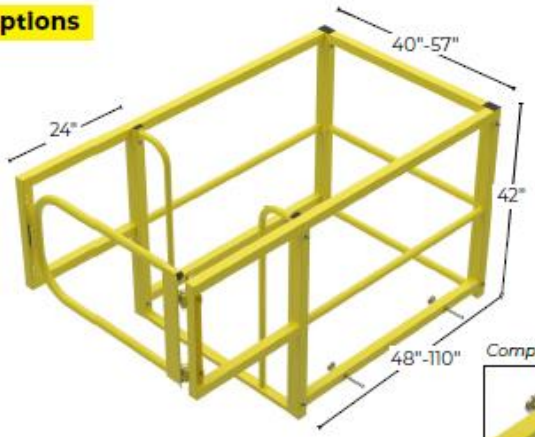
MADE IN THE USA

Dimensions & Length Options

Size Options

36"x 42"	147 lbs
36"x 58"	156 lbs
36"x 76"	185 lbs
36"x 100"	208 lbs
42"x 42"	150 lbs
48"x 48"	158 lbs

Mix-and-Match Components
Additional Sizes Available
Sizes provided are nominal sizes of roof hatch to be protected



Compression Bolts



Product Specifications

Tested for 200 lb (90.7kg) force in any direction

Assembled height:
42" (107cm) top rail, 21" (53cm) mid rail

All steel construction for longterm durability

Standard assemble on-site modular design, one piece welded design optional

No mechanical penetrations required

Built-in R/L hand grab bars for secure hand positioning

2' safe landing zone provides sure footing in egress/ingress

Self-closing gate ensures complete 4-sided protection at all times



Compliance

Compliant with OSHA standards for guardrails: (29 CFR 1910.29 & 29 CFR 1926.502)

Compliant with Cal-OSHA standards: (Title 9, 1620 & 3209)

Independently tested by a nationally accredited engineering lab
– *documentation available upon request*

SAFETYRAILCOMPANY.COM | THE SAFEST | 4244 Shoreline Drive, Spring Park, Minnesota 55384

PROJECT MANUAL

FOR THE

ROOF REPLACEMENT PROJECT
CITY HALL
DULUTH, GEORGIA

The drawings, specifications, and other bidding documents of Reeves Consulting, Inc. for the Roof Replacement Project-City Hall are provided for your use in offering bids in response to the Owner's invitation to bidders. Supplying these documents for bidding purposes does not convey any type of license for copying or transfer of ownership or intellectual property right, including copyright, to plan holders. No electronic devices, including photocopy, may be used to copy any part of these documents without the written permission of the Consultant or other copyright holder.

OWNER

CITY OF DULUTH
3167 MAIN STREET
DULUTH, GEORGIA 30096

PREPARED BY

REEVES CONSULTING, INC.
3590 RIVER SUMMIT TRAIL
DULUTH, GEORGIA 30097
404.983.0838

March 23, 2026

City of Duluth Government
Roof Replacement Project-City Hall Building
2026-02
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March 23, 2026

NOTICE OF BID
FOR
2026-02
Roof Replacement Project-City Hall Building

The City of Duluth is soliciting competitive sealed bids from qualified contractors for the **Roof Replacement Project-City Hall Building.** Sealed bids will be received by the City Clerk's Office 3167 Main Street, Duluth Georgia 30096 until **3:00 P.M. local time on Thursday, April 30, 2026** and then publicly opened and read aloud after. Any bid received after 3:00 P.M. will not be accepted. Bid envelope should be marked on the outside with Bid Number, name of Bidder, date and time of opening. One unbound original and two (2) copies should be submitted.

Work to be performed under this project includes: Re-covering the low sloped roofs on the main building.

Bidding documents may be obtained from Reeves Consulting, Inc. via email at jerry@reevesconsultinginc.com or by visiting https://duluthga.net/business/bid_opportunities.php

A mandatory pre-bid conference is scheduled for 10:00 A.M. on Monday, April 13, 2026 at Duluth City Hall, 3167 Main Street, Duluth, Georgia 30096. All bidders are required to attend.

Questions regarding bids should be submitted to James Riker via email at jriker@duluthga.net no later than 3:00 P.M. local time, Monday, April 20, 2026. Bids are legal and binding upon the bidder when submitted.

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stating that said Corporation is authorized to do business in the State of Georgia.

No Bidder may withdraw his Bid within sixty (60) days after the actual date of the opening thereof.

Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed" and further agrees that the Owner may retain from the monies which may become due the amount of $**1,000.00** per day for each and every day that the completion of the work may be delayed.

A five percent (5%) bid bond must be submitted with the bid. The successful contractor will be required to provide a one hundred percent (100%) payment and one hundred percent (100%) performance bond as well as an insurance certificate fulfilling requirements as stated in the bid documents. Surety and insurance companies must have an AM Best rating of A-5 or greater, be listed in the Federal Registry of Companies holding Certificate of Authority and acceptable sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

The City of Duluth does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to participate in any open meeting, program or activity of the City of Duluth should be directed to the City at 770-476-3434.

Selection of the "Best Proposal" will be determined by cost, experience in similar projects and project approach. The weight to be placed on each element has been predetermined by the City of Duluth as follows:

Cost **60%**

Experience in similar projects within the past three (3) years **30%**

(*3 pages maximum; provide a minimum of two (2) references for similar Government projects. Include projects budgeted Cost, actual completion cost, project scope and client contact information for projects which have been completed within the past three (3) years.*

Project Approach **10%**

A. Provide one (1) page summary of all subcontractors that will be involved in the project and Manufacturer's materials to be used.

B. Provide one (1) page summary identifying how contractor and sub-contractors will coordinate roofing activities while allowing for use of the building during the project.

END OF SECTION 000100

SECTION I
INSTRUCTIONS TO BIDDERS

1. Each bidder must examine the Notice to Bid, Instructions to Bidders, Contract, Contract General Conditions, Specifications, Bid Schedule, Affidavits, Drawings, and Addenda. Failure to do so will be at the bidder's risk.

2. Each bidder shall furnish all information required by the bidding requirements. The authorized representative must sign the bid as well as print or type his/her name on the bid schedule. Erasures or other changes must be initialed by the authorized representative signing the bid. Bids can only be signed by a person authorized to commit company resources.

3. Questions regarding bids should be submitted to James Riker at jriker@duluthga.net **no later than 3:00 p.m. local time, Monday, April 20, 2026**. Bids are legal and binding upon the bidder when submitted. Receipt of addenda should be acknowledged on the bid schedule. No oral interpretations or information can be considered as binding.

4. Bid envelope should be marked on the outside with Bid Number, name of Bidder, date and time of opening. One unbound marked original and two (2) copies should be submitted. Faxed bids cannot be considered.

5. Bidding Requirements will consist of the following:
   a) Bid Schedule
   b) Bid Bond
   c) Non-Collusion Affidavit
   d) References and Qualifications
   e) Contractor Affidavit
   f) Ethics Affidavit

6. Award will be made to the bidder submitting the most responsible bid based on the % disclosed above for cost, experience and approach. The City reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City, all such information for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.

7. Bids may be withdrawn only the case of mathematical error. The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower that the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is

withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.
No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Bidder has up to forty-eight (48) hours to notify the City of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty- eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Duluth's discretion.

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

9. City of Duluth is exempt from federal excise tax and Georgia sales tax with regard to goods purchased directly by City of Duluth. Nevertheless, contractors are responsible for federal excise tax and Georgia sales taxes, including taxes for materials incorporated in City construction contracts. Bidders should contact the State of Georgia Sales Tax Division for additional information.

10. The attention of all bidders is directed to the fact that all applicable federal state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written.

11. Information submitted by a bidder in the bidding process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act of Compulsory Process.

12. Failure to observe any of the Instructions to Bidders or conditions in the Invitation to Bid may constitute grounds for rejection of the bid. Failure to use City Bidding Form and to acknowledge applicable addenda may result in a bid being deemed non-responsive an automatic rejection.

13. CONTRACT TIME:

The Work shall be completed within 60 consecutive calendar days.

SECTION II
BONDS AND INSURANCE

A) A Certified or Cashier's Check payable to the City of Duluth or a Bid Bond in the amount of five percent (5%) of the total bid must be submitted with the bid. Successful bidder will be required to furnish a payment and performance bond each in the amount of one hundred percent (100%) of the bid amount.

B) Bonding Company must be listed in the Federal Registry of Companies Holding certificates of authority as acceptable sureties on Federal bonds and must be listed in the AM Best catalog with a listing of A-5 or higher. Bonding company must also be licensed to do business by the Georgia Insurance Department.

The successful bidder, shall obtain, maintain and furnish to the City certificates or insurance for the entire duration of the contract period. Insurance requirements starting on the next page.

STANDARD INSURANCE REQUIREMENTS

(For projects less than $1,000,000)

1. Statutory Workers' Compensation Insurance
   (a) Employers Liability:
   - ✓ Bodily Injury by Accident - $500,000 each accident
   - ✓ Bodily Injury by Disease - $500,000 policy limit
   - ✓ Bodily Injury by Disease - $500,000 each employee

2. Commercial General Liability Insurance
   (a) $1,000,000 limit of liability per occurrence for bodily injury and property damage
   (a) The following additional coverage must apply:
   - ✓ 1986 (or later) ISO Commercial General Liability Form
   - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
   - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
   - ✓ Blanket Contractual Liability
   - ✓ Broad Form Property Damage
   - ✓ Severability of Interest
   - ✓ Underground, explosion, and collapse coverage
   - ✓ Personal Injury (deleting both contractual and employee exclusions)
   - ✓ Incidental Medical Malpractice
   - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
   (a) $1,000,000 limit of liability per occurrence for bodily injury and property damage
   (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
   (c) Additional Insured Endorsement
   (d) Contractual Liability

4. Umbrella Liability Insurance - $1,000,000 limit of liability
   (a) The following additional coverage must apply
   - ✓ Additional Insured Endorsement
   - ✓ Concurrency of Effective Dates with Primary
   - ✓ Blanket Contractual Liability
   - ✓ Drop Down Feature
   - ✓ Care, Custody, and Control - Follow Form Primary
   - ✓ Aggregates: Apply Where Applicable in Primary
   - ✓ Umbrella Policy must be as broad as the primary policy

5. City of Duluth should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.

7. Certificate Holder should read:
   The City of Duluth
   3167 Main Street
   Duluth, Georgia 30096

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.

12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.

13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

15. The Contractor shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.

16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.

17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.

18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Rev. 06/11

PART III – CONTRACT AWARD AND EXECUTION

A. Within ten days from receipt of the Notice of Award from the City, the successful bidder is required to:

1. Return to the City contract documents executed by the authorized representative and attested by the corporate secretary of the bidder.

2. Provide insurance certificates as specified in the bidding documents throughout the contract period; and

3. Provide a performance bond and a payment bond as specified in the bidding documents.

The City may extend this ten-day period at its discretion.

B. The successful bidder's failure to execute the contract, provide a performance bond and a payment bond and furnish satisfactory proof of coverage of the insurance required within a ten-day period or any extension thereof may be just cause for annulment of the award and forfeiture of the bid guaranty to City of Duluth, not as a penalty but as liquidation of damages sustained. At the discretion of the City the award then may be made to the next responsible bidder, or the work may be re-arranged.

C. Payment bond and performance bond forms are included in Section 00610, Bonds

D. The contract documents, including the payment bond, performance bond, and insurance certificate, shall be executed and furnished to the City in duplicate.

END OF SECTION 000200

Bidder submits the following lump sum/unit prices for the **Roof Replacement Project City Hall Building** identified in Bid Form as part of this Bid. Failure to utilize and return this form as a part of the bidding documents may result in rejection of bid.

BIDDING FORM

ITEM
The undersigned agrees to provide all necessary labor, material, and equipment for the as defined in the Construction Documents for:

A. BASE BID, **Roof Replacement Project- City Hall Building**
LUMP SUM BASE BID

_____ Dollars and _____ Cents

($ _____)

Unit Pricing:

Item	Unit	Cost/Unit	Allowance
Unit Price 1: Where existing insulation is wet and/or deteriorated, remove the existing insulation and replace with polyisocyanurate insulation board to match the existing thickness. Secure the insulation board to the substrate, to hold it in place until the installation of the new metal roof panel system.	100 SF	_____/SF	$
Unit Price 2: Where wood blocking, wood nailers, and/or fascia boards are damaged or deteriorated, remove all damaged or deteriorated wood to a point 6 inches past the damage or deterioration, and replace with new wood blocking to match existing. Secure new wood blocking with appropriate fasteners at spacing not to exceed 12 inches on-center, staggered pattern. The unit price for said work shall include priming and painting the wood to match the existing. Quote a separate unit price (per board foot) for such work.	100 Board Feet	_____/BF	$
Unit Price 3: Where steel decking is damaged or rusted but remains structurally sound, wire brush deck units so that all rust is removed. Paint with specified metal primer and allow to dry before proceeding with the installation of new materials.	100 SF	_____/SF	$
Unit Price 4: Where existing EIFS walls on top of the roof have existing damage or cracks, cut the damaged foam all way to the substrate, patch it with a piece of EPS, and mask the surrounding finish. Apply a new finish over the patched area and texture to match adjacent areas. Refinish the entire area for a uniform appearance per the manufacturer's recommendation.	50 SF	_____/SF	$

*Individuals, firms, and businesses seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the City Manager named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City. Violations will be reviewed by the City Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

BIDDING FORM CONTINUED

(This Bid Form is part of the Bid Documents)

BID NUMBER: 2026-02 **BID DATE: Thursday, April 30, 2026**

SUBMITTAL DATE: _____

BY: _____
(Bidder)

PROJECT DESCRIPTION: Roof Replacement Project-City Hall Building

THIS BID IS SUBMITTED TO: City of Duluth, Georgia (hereinafter called Owner)

This bid is submitted to the City in accordance with the instructions, requirements, and forms included in the bidding documents, and the bidder agrees to complete all work for the bid price and substantially complete the work within 60 days from the written notice to proceed.

The bidder agrees if the bid is accepted by the City within sixty (60) days of the date of bid opening, the bidder shall within ten days after receipt of notification of this acceptance execute a contract upon the terms, conditions, and prices set forth herein and in the form and manner required by the City. The bidder further accepts the terms and conditions contained in the bidding requirements for disposition of bid security.

b. Bidder has examined site and locality where the work is to be performed and legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting work cost, difficulty, progress, or performance and has made independent investigations as bidder deems necessary.

c. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawings depicting physical conditions as identified in General Conditions and accepts determination concerning technical data contained in reports and drawings on which bidder is entitled to rely.

d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in "c." above) pertaining to subsurface or physical conditions at site or otherwise affecting cost, progress, performance, or furnishing work as bidder considers necessary for performing or furnishing work at contract price, within contract time, and in accordance with terms and conditions contained in bid document package, including specifically provisions stated in General Conditions and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by bidder.

e. Bidder has reviewed and checked plans and data shown or indicated on bid document package with respect to existing underground facilities at or contiguous to site and assumes responsibility for accurately locating underground facilities. No additional

examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by bidder in order to perform and furnish work at contract price, within contract time, and in accordance with terms and conditions contained in bid document package, including specifically provisions stated in General Conditions.

f. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in bid document package.

g. Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in bid document package and written resolution by Owner is acceptable to bidder.

h. This bid is genuine and not made in interest of or for any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules produced by any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

i. The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91, in all manner, and such are conditions of the contract.

j. By submitting a bid to the City, contractor agrees that they are in compliance with O.C.G.A. §13-10-91. Such attestation(s) shall be maintained and may be inspected by the City at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

k. An affidavit of such compliance with O.C.G.A. §13-10-91 will be initiated by the City, signed by the contractor, and will become part of the contract.

l. State Law requires that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the City must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

m. The City Manager shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. §36-91-2(12) where any persons are employed on the City contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. §13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. §13-10-90(2), City of Duluth may direct the contractor to terminate that subcontractor. A contractor's failure to follow City of Duluth's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. §13- 10-90(2) may be sanctioned by termination of the contract.

n. Bidder shall comply with the Georgia Local Government Public Works Construction Law. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

COMPANY NAME: _____

2026-02
Roof Replacement Project-City Hall Building

In compliance with the attached specifications and O.C.G.A. §36-91-50, the undersigned offers and agrees, if this bid is accepted by the City within sixty (60) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule.

Legal Business Name_____

Address_____

Does your company currently have a location within the City? Yes ☐ No ☐

Representative Signature_____

Print Authorized Representative's Name_____

Telephone Number_____ **Fax Number**_____

E-Mail Address_____

BIDDER'S ACKNOWLEDGEMENT

The undersigned bidder acknowledges all requirements outlined in the above "Instructions to Bidders Package" and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

SIGNATURE: _____ DATE _____
(President, Vice President or Corporate Officer)

PRINTED NAME:_____TITLE: _____

ATTESTED BY:_____ DATE:_____
(Secretary of Corporation)

PRINTED NAME_____ TITLE:_____

SEAL

(Corporate Seal Required if Bidder is a Corporation)

COMPANY NAME: _____

ADDRESS:_____

CITY: _____ STATE:_____ ZIP:_____

TELEPHONE NO.: _____

END SECTION 000410

2026-02
Roof Replacement Project-City Hall Building

City of Duluth, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

_____
(Name of Surety)

_____

_____
(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in, the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Duluth
(Name of Obligee)

3167 Main Street, Duluth, Georgia 30096
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of ($ _____) Dollars in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents

WHEREAS, the Principal is about to submit, or has submitted, to the City of Duluth, a proposal for furnishing materials, labor, and equipment for _____

_____

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by the City, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to City of Duluth, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Duluth upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. §36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

[Signatures on Next Page]

Signed, sealed and dated this _____ Day of , A.D., 20 _____

ATTEST:

_____

_____
(Principal)

_____
Principal Secretary)

(SEAL)

By: _____

_____
(Address)

_____
(Witness to Principal)

_____
(Address)

ATTEST:

_____
(Surety)

By: _____
(Attorney-in-Fact)

_____ _____
(Resident or Nonresident Agent) Address

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

NOTE: If Contractor is a Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located. Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals

END SECTION 000430

Failure to Return Each Page of This Section as Part of Your Bid Documents May Result in Rejection of Bid.
2026-02
COMPANY NAME: _____

REFERENCES

City of Duluth requests a minimum of three (3) references where work of a similar size and scope has been completed. Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name _____

   Brief Description of Project _____

   Completion Date _____

   Contract Amount $_____ Start Dates _____

   Contact Person _____ Telephone _____

   E-Mail Address _____

2. Company Name _____

   Brief Description of Project _____

   Completion Date _____

   Contract Amount $_____ Start Date _____

   Contact Person_____ Telephone _____

   E-Mail Address _____

3. Company Name _____

   Brief Description of Project _____

   Completion Date _____

   Contract Amount $_____ Start Date _____

   Contact Person_____ Telephone _____

   E-Mail Address _____

PART II – LITIGATION

LIST ANY LITIGATION THE FIRM OR ANY PARENT FIRM HAS BEEN IN OR IS CURRENTLY INVOLVED IN AND STATE THE STATUS AND/OR OUTCOME:

END SECTION 000450

FORM OF NON-COLLUSION AFFIDAVIT

(This Non-Collusion Affidavit is Part of the Bid Documents)

BID NUMBER: 2026-02 **BID DATE: Thursday, April 30, 2026**

PROJECT NAME: Roof Replacement Project-City Hall Building

STATE OF _____)

CITY OF _____)

_____
being first duly sworn, deposes and says that he is

_____
(Sole owner, partner, president, secretary, etc.)

The party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City, or any person interested in the proposed Contract; and that all statements in Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____
(Affiant)

Subscribed and Sworn to before me this _____Day of _____ 20____

_____
(Notary Public in and for)

_____
(City)

My Commission expires_____, 20 _____

(SEAL)

2026-02
Roof Replacement Project- City Hall Building
SAMPLE CONTRACT

STATE OF GEORGIA
CITY OF DULUTH

CONTRACT FOR ROOF REPLACEMENT
CITY OF DULUTH, GEORGIA
DULUTH CITY HALL BUILDING

THIS AGREEMENT is made this ____ day of _____, 2026 between Contractor and the City of Duluth; 3167 Main Street, Duluth, GA 30096 (hereinafter called the "City"). Both parties do mutually agree as follows:

1. **Scope and Cost:** The Contractor agrees to furnish labor, supervision, materials, equipment, tools, supplies, disposal, and services necessary to timely and fully perform and complete in a neat, first-class and workmanlike manner and in strict compliance with the Contract Documents, drawings, specifications provided as applicable to the contractor, all of the specific work and services for the roof replacement at the Duluth City Hall Building as described in the Request for Proposal attached hereto as Exhibit "A" and incorporated herein by reference and the Contractor's Proposal attached hereto as Exhibit 'B" and incorporated herein by reference. Contractor expressly agrees to provide the above scope of work inclusive of taxes, labor, supervision, disposal, materials, equipment, tools, transportation, and any associated written reports or drawings.

   The Contractor shall commence the Work with adequate force and equipment within ten (10) days from receipt of the Notice to Proceed. The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of Work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers. This Contract, executed in triplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the City in writing.

2. **City Representative:** The Project has been initiated by the City and the Representative for this project will be assigned at the beginning of the project. The City Representative shall act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the City in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. **Contract Documents**

3.1 The term "Contract Documents" above includes all portions of the specifications published and/ or advertised by the City for purposes of soliciting bids for this project. Including: Instructions to Bidders, Bid Documents, Addenda, Plans, Drawings, Specifications, General and Special Conditions, Guarantees, Contracts, Unit Pricing, Schedules, and all documents sent in by Contractor in response thereof such bids including but not limited to, the Contractor's Bid and the Request for Proposals (Exhibits A and B), are attached hereto. The scope of work therefore, may not extend beyond these descriptions as set forth above without proper adjustments and/or opportunity made available so as to properly compensate the contractor for any such scope of work.

3.2 Contractor agrees to perform the contract work to the satisfaction of the City. Contractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the work in strict conformity with the contract documents.

4. **Project Duration:** The duration of the project shall be for a period of not more than sixty (60) days from the Contractor's receipt of the written notice to proceed and a properly executed agreement by both parties. Both documents of which are part of the official documentation of the said project. Any extension of this time period must be approved by the City and agreed upon by a written change order.

5. **Contract sum and payments**

5.1 The total contracted amount is _____.

5.2 Payments shall be made for as follows:

Payment 1: Delivery of materials on site 50% payment
Payment 2. Completion and installation of work and equipment 50% payment

5.3 Prior to the final payment, Contractor will provide an affidavit showing that its labor, materials and other bills have been paid, along with full release and/or unconditional lien waivers, in a form satisfactory to Contractor and City. If it appears that any labor, material or other bills incurred in the performance of the contract work are not being paid, the City may take such steps as it (in its sole discretion) deems necessary to ensure that the payments will be utilized to pay such bills.

5.4 Final Payment including any and all retainage shall be made to Contractor not later than thirty (30) days after receipt of the Contractor's final written requisition for payment and acceptance of the final completed project.

5.5 The parties agree that the timing of the performance is essential to this agreement and that damages for failure to abide by this conditions with regard to the timing of performance will be difficult to ascertain. Therefore the parties agree that liquated damages provisions are appropriate and that such damages are not a penalty in this case. In the event that the Contractor fails to perform within the time period specified in this contract Contractor shall pay the City the sum of ONE THOUSAND

DOLLARS ($1000) per day for each calendar day beyond the contract performance termination date as set forth in Section 4 above.

6. **Execution of Work**

6.1 The contractor agrees, within ten (10) calendar days after written notification to proceed by City, to commence the contract work, at such points as the City may designate, and to continue diligently in its performance in accordance with the Project Schedule. Time is of the essence of this contract. If contractor is given reasonable time to perform and fails to do so, any work performed by the City on behalf of the Contractor will be charged back as necessary to cover costs for such work.

6.2 Contractor shall promptly provide the City with any scheduling information requested. City may revise any schedule, if necessary, as the work progresses.

6.3 Contractor shall cooperate with City and other subcontractors/contractors whose work may interfere with or affect the Contractor's work.

6.4 Contractor shall give adequate notices pertaining to its work to the proper authorities and shall secure all necessary licenses and permits to carry on its work; a copy to be provided to City by Contractor prior to the start of contract work.

7. **Warranty**

Contractor will provide a (2) year construction warranty to repair or replace components that fail in workmanship as noted in attached project specifications.

Contractor will provide a (20) year manufacturers warranty for all materials associated with the roof replacement noted in attached project specifications.

8. **Insurance/Liens/Bonding**

8.1 Successful proposer shall provide insurance as follows from the issuance of Notice to Proceed / commencement of work through final payment:

Workers Compensation Insurance in the amounts required by Georgia law.

Employers Liability Insurance with minimum limits of the greater of $500,000 per accident/disease or as required by the law of the state of Georgia.

Commercial General Liability Insurance - ISO Form CG 00 01 (10/93) or equivalent Occurrence Policy which will provide primary coverage in the event of any Occurrence Claim, or Suit, with:

aa. Limits of not less than:

$1,000,000 General Aggregate;

$1,000,000 Products - Comp/OPS Aggregate:

$1,000,000 Personal and Advertising Injury:

$1,000,000 Each Occurrence;

$50,000 Fire Damage (any one fire); and

$5,000 Medical Expense (any one person).

bb. Endorsements attached thereto including the following or their equivalent:

ISO Form CG 25 03 (10/93), Amendment of Limits of Insurance (Designated Project or Premises), describing the Agreement and specifying limits as shown above.

ISO Form CG 20 10 (10/93), Additional Insured-- Owners, Lessees, Or Contractors (Form B), naming Owner and Architect as additional insureds.

Automobile Liability Insurance, with:

A minimum limit of $1,000,000 Combined Single Limit per accident; and

Coverage applying to "Any Auto."

8.2 If any subcontractors are to be used, successful proposer will be required to submit a lien waiver prior to final payment.

8.3 Successful proposer shall provide a Performance and Payment Bond in accordance with Georgia law. Bonds to be delivered at time contract is executed.

Proposer shall provide a 100% Performance Bond (for contract amount)

Proposer shall provide a 100% Labor and Material Payment Bond (for contract amount)

9. **Compliance with Immigration Laws & Regulations**

9.1 The Contractor shall be responsible for complying with the GA Security and Immigration Compliance Act of 2006 (O.C.G.A. §13-10-90 & §13-10-91) and the Rules of the GA Department of Labor implementing the GA Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accordance with these provisions, the Contractor shall complete attached Exhibits C.

9.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. §13-10-91(b).

9.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees.

9.4 Pursuant to O.C.G.A. §50-36-1, Proposer shall provide information regarding citizenship status and shall complete and file with the City the Citizenship Status Affidavit, which is attached hereto as Exhibit C.

9.5 The failure to abide by the provisions and agreements set forth in this Subsection 7 shall constitute a breach and default of this contract.

10. **Inspection and Approvals**

10.1 Contractor shall notify City and or its representatives when portions of its work are ready for inspection. City shall make reasonable efforts after receiving notice from Contractor, to inspect said scope of work completed. Limitations and/or sizes of such portions of work shall be agreed upon by City and Contractor prior to starting each phase thereof.

10.2 Contractor agrees to "make right" at no additional cost to City any such portion that is determined by City's representatives to be incomplete within the bounds of the contract. Contractor shall promptly perform any and all punch list work submitted to it by City.

11. **Termination**

11.1 The City may terminate the contract for failure by the Contractor to comply with the terms and conditions of its contract or failure by the Contractor to correct problems brought to its attention by the City, each of which failures shall constitute a default. In the event of such termination, that Contractor will be paid only those sums due and owing under the contract for performance satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

11.2 The City, for its convenience and without cause, may terminate this contract whenever the City determines that such termination is in its best interest after giving ten (10) days written notice of such termination to the Contractor. In the event of a termination for convenience, the City shall pay all amounts due and owing to the Contractor for performance satisfactorily rendered. However, in no event shall the total amounts paid to the Contractor exceed the contract price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

12. **Disputes/Resolutions**

12.1 Any claims or disputes that may arise, including adjustments to compensation or to time of completion, shall be initiated by written notice within five (5) days after either party becomes aware of the claim or issue in dispute. The parties shall have ten (10) days following such written notice to cure or resolve any dispute. Notwithstanding the foregoing, the failure to provide written notice shall not serve as a bar to an action in law or equity for either party.

12.2 The City and Contractor shall make all reasonable efforts to resolve any and all matters of dispute without the involvement of any third party. However, if such efforts are not successful after a thirty (30) day period, then both parties agree to resolve their claims by filing a Complaint in the Superior Court of Gwinnett County, Georgia. The terms of this Agreement shall be integrated and enforced under the Laws of Georgia.

13. **Indemnity**

13.1 Contractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of

or in any way connected with its work, and shall to the fullest extent permitted by law defend, indemnify and hold harmless City, and their respective officers, agents, and employees, (herein referred to as Indemnities), from and against any and all claims, losses, suits, damages, legal costs and expenses and otherwise, arising out of or in any way connected with Contractor's work. If any claim or demand is made against City for any matter enumerated herein, any payment due, or thereafter to become due, to Contractor shall be held by City to cover such losses and expenses.

14. **Compliance with Laws and Safety Regulations**

14.1 All work, labor, safety rules, services and materials to be furnished by Contractor must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter "Laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by Contractor as part of this Contract without any additional compensation.

14.2 Equal Opportunity Agreement:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicapping condition. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition. Such action shall include but not be limited to, the following: Employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
b. The Contractor will, in all solicitations or advertisements for employees placed or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.
c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246, as amended (3 CFR 169 (1979), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
d. The Contractor will comply with all provisions of Executive Order 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14.3 Contractor agrees to comply with the Drug Free Work Place Act.

15. **Interpretation**

15.1 This Contract shall be interpreted under the laws of the State of Georgia.

16. **Amendments**

16.1 Any amendments to this contract shall be made in advance in writing and shall not be binding until such amendment is agreed upon and executed by both parties.

16.2 No change orders shall be binding unless reduced to writing and agreed upon by both parties in writing.

17. **Public Convenience and Safety:**

17.1 Work hours for the duration of the project are Monday through Friday from 7:30 am until 6 p.m., no weekend work is allowed unless authorized in advance.

17.2 At no time during construction shall staff or guests be prevented from entering the project property due to construction or materials storage.

17.3 Construction vehicles shall not utilize driveways for turnaround, materials storage or staging. It is contractors responsibility to coordinate with the project manager for material storage or staging (if required), prior to beginning work.

18. **Pre-construction Conference:** The Contractor shall attend a pre-performance conference with the City Staff prior to commencing any work.

19. **Drug Free Work Place:** The Contractor is required to certify a drug-free workplace for all employees including subcontractors, attached hereto as Exhibit D.

IN WITNESS WHEREOF, THE City and Contractor have executed this contract consisting of ____ pages and the Attachments/Exhibits/Statements/Affidavits (if any) on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

CONTRACTOR:	**CITY:**
	CITY OF DULUTH
By: _____	By: _____
_____	James Riker, City Manager
Printed Name and Title	*Printed Name and Title*
Federal I.D. Number: _____	
(Seal)	
Notary Public	**Notary Public**
In the presence of: _____	In the presence of:_____
Subscribed and sworn to before me	Subscribed and sworn to before me
This ____ day of _____, 20__	This ____ day of _____, 20__
My Commission expires: _____	My Commission expires: _____
In the County of_____	In the County of _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

Duluth
Capture the Spirit of Good Living

Contractor E-Verify 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 direction.)

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

Project Name: _____ Date of Project: _____

Legal Name of Contractor: _____

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

Federal Work Authorization User Identification Number (E-Verify Number): _____ (4-8 digit numeric #)

Date of Authorization: _____

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

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

_____ _____ _____

Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

MUST BE COMPLETED BY NOTARY
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,20____

Executed in _____(City), _____ (State)

_____ _____

NOTARY PUBLIC Signature My Commission Expires

3167 Main Street Duluth, Georgia 30096 [P] 770.476.3434 [F] 770.623.2780 www.duluthga.net *REVISION 07-2013*

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, RELATED TO THE "DRUG-FREE WORKPLACE", HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A DRUG-FREE WORKPLACE will be provided for the employees during the performance of the contract; and

2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____(Contractor) certifies to the City of Duluth that a DRUG-FREE WORKPLACE will be provided for the employees during the performance of this contract known as_____(Project) pursuant to paragraph seven (7) of subsection B of Code Section 50-24-3. Also the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ _____
CONTRACTOR DATE

_____ _____
NOTARY DATE

END SECTION 000520

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____

_____
(Address of Contractor)

_____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

_____
(Name of Surety)

_____

_____
(Address of Surety)

a Corporation of the State of _____and a surety authorized by law to do business in, the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Duluth _____ (
Name of Obligee)

3167 Main Street, Duluth, Georgia 30096 ___
(Address of Obligee)

hereinafter referred to as Obligee are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract referred to, in the penal sum of _____Dollars ($ _____)in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and

during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures on Next Page)

2026-02
Roof Replacement Project-City Hall Building

ATTEST:

_____
(Principal)

_____
(Principal Secretary)

(SEAL)

By: _____

_____
(Address)

_____
(Witness to Principal)

_____
(Address)

ATTEST:

_____
(Surety)

By: _____
(Attorney-in-Fact)

_____
(Resident or Nonresident Agent)

_____
(Address)

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals.

BONDING AGENT CONTACT INFO

Print Name_____

Company Name_____

E-Mail_____

Phone_____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____

_____
(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

_____
(Name of Surety)

_____

_____
(Address of Surety)

a Corporation of the State of_____and a surety authorized by law to do business in, the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Duluth
(Name of Obligee)

3167 Main Street, Duluth, Georgia 30046
(Address of Obligee)

hereinafter called the Obligee for the use and protection of all subcontractors and all person supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution the work provided for in the contract hereinafter referred to in the full and just sum of
_____ Dollars($ _____)
in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee for the Roof Replacement Project- City Hall Building.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools,

machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. §36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

ATTEST:

_____
(Principal)

_____
(Principal Secretary)

SEAL

By: _____

_____
(Address)

_____
(Witness to Principal)

_____
(Address)

_____
(Surety)

ATTEST

By: _____
(Attorney-in-Fact)

_____
(Resident or Nonresident Agent)

_____
(Address)

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals

BONDING AGENT CONTACT INFO

Print Name_____

Company Name_____

E-Mail_____

Phone_____

2026-02 Roof Replacement Project-City Hall Building

CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Duluth has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the City, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Duluth Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____DAY OF_____, 202_

Notary Public
My Commission Expires: _____

For City of Duluth Use Only:
Document ID #_____
Issue Date: _____
Initials: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Rev. 6.20.13

2026-02 Roof Replacement Project-City Hall Building

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with the City Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
   Company Submitting Bid/Proposal

2. Please select one of the following:

   ☐No information to disclose *(complete only section 4 below)*
   ☐Disclosed information below *(complete section 3 & section 4 below)*

3. If additional space is required, please attach list:

_____	_____
City of Duluth Elected Official Name	City of Duluth Elected Official Name
_____	_____
City of Duluth Elected Official Name	City of Duluth Elected Official Name

4. BY: _____

   Sworn to and subscribed before me this

   _____ day of _____, 20____

   _____
   Printed Name of Authorized Officer or Agent

   _____ _____
   Title of Authorized Officer or Agent of Contractor Notary Public

   (seal)

Note: The ordinance will be available to view in its' entirety at www.duluthga.net

STATE OF GEORGIA
CITY OF DULUTH

GENERAL CONDITIONS
FOR THE CITY OF DULUTH CONSTRUCTION CONTRACTS

1 FAMILIARITY WITH SITE
Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

2 CONTRACT DOCUMENTS
This agreement consists of the City's request for proposals, instructions to bidders, Contractor's proposal, construction contract, Performance Bond, Payment Bond, general conditions, special provisions, specifications, plans, drawings, addenda, and written change orders.

3 DEFINITIONS
The following terms as used in this agreement are defined as follows:

Change Order - a written order to the Contractor, prepared by the Consultant and issued by the City for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

City – The City of Duluth, a political subdivision of the State of Georgia.

Day - a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Notice to Proceed - written communication issued by the City to the Contractor authorizing it to proceed with the work and establishing the date of commencement and completion of the work.

Substantial Completion - the date certified by the Consultant when all or a part of the work, identified in the Consultant's certification, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work - all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to ensure a functional and complete facility.

4 CODES
All codes, specifications, and standards referenced in the contract documents shall be the latest additions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

5 REVIEW OF CONTRACT DOCUMENTS
Before making its proposal to the City, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Consultant any error, ambiguity, inconsistency or omission that may be discovered, including

any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Consultant that have become a part of the contract documents appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the City, has properly stopped the effected work until instructed to proceed, and has otherwise followed the instructions of the Consultant, the Contractor shall not be liable to the City for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work.

6 STRICT COMPLIANCE

No observation, inspection, test or approval of the City or Consultant shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents.

7 APPLICABLE LAW

All applicable State laws, City ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. All work performed within the right of way of the Georgia Department of Transportation shall be in accordance with DOT regulations, policies and procedures. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees, as well as the Consultant, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

8 PERMITS & LICENSES

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

9 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, City, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the City at all reasonable times for inspection and copying.

10 DELINQUENT CONTRACTORS

The City shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the City for taxes. The City shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the City to offset any taxes owed against said debt.

11 LIEN WAIVERS

The Contractor shall furnish the City with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. In the event that such evidence is not

furnished, the City may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The City assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

12 MEASUREMENT
All items of work to be paid for per unit of measurement shall be measured and certified by the Consultant.

13 ASSIGNMENT
The Contractor shall not assign any portion of this agreement or moneys due therefrom without the prior written consent of the City. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

14 FOREIGN CONTRACTORS
In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

15 INDEMNIFICATION
Contractor shall indemnify, hold harmless, insure, and defend the City for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

16 SUPERVISION OF WORK
The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Consultant. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

17 RESPONSIBILITY FOR WORK
The Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the Consultant, including inspections, tests or approvals required or performed pursuant to this agreement.

18 RESPONSIBILITY FOR ACTS OF EMPLOYEES
The Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement. All areas within the limits of the Project which are determined by the Consultant to be unnecessarily damaged, due either directly or indirectly to the process of construction, shall be responsibility of the

Contractor to correct and repair. This is not a payment item and shall be done without additional compensation.

19 PAYMENT FOR LABOR AND MATERIALS
Unless otherwise provided in this agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Consultant may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Consultant to be incompetent.

21 HOURS OF OPERATION

All work at the construction site shall be performed during business hours identified within the contract, except upon the Consultant's prior written consent to other work hours.

22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions, which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the City relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The City assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

23 RIGHT OF ENTRY

The City reserves the right to enter the site of the work by such agent as it may elect for the purpose of inspecting the work or installing such collateral work as the City may desire.

24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

(1) Upon personal delivery to the Contractor, it's authorized representative, or the Consultant on behalf of the City. Personal delivery may be accomplished by in- person hand delivery or bona fide overnight express service.

(2) Three days after depositing in the United States mail a certified letter addressed to the Contractor, the City, or the Consultant. For purposes of mailed notices, the City's mailing address shall be 3167 Main Street, Duluth, Georgia 30096. The Contractor's mailing address shall be the address stated in its proposal, and the Consultant's mailing address shall be its address listed in the Notice to Begin Work.

25 SAFETY

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the Contractor shall erect and maintain, as required by existing conditions and the progress of the work, all reasonable safeguards for the safety and protection of persons in the vicinity of the project.

26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A.§25- 9-1 through §25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. §46- 3-30 through § 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. §34-1-1 and agrees to comply with said provisions.

29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the City.

31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Consultant for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the City. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the City or the Consultant to commence and continue correction of such default or neglect with diligence and promptness, the City or the Consultant may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, make good such deficiencies and complete all or any portion of any work through such means as the City may select, including the use of a new Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City on demand.

33 NEW MATERIALS

The Contractor warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

34 CONTRACTOR'S WARRANTY

Contractor will provide a (2) year construction warranty to repair or replace components that fail

in workmanship as noted in attached project specifications.

Contractor will provide a (20) year manufacturers warranty for all materials associated with the roof replacement noted in attached project specifications.

The Contractor shall correct such work promptly after receipt of written notice from the City to do so. This obligation shall survive both final payment for the work and termination of the contract.

35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. All such warranties shall be directly enforceable by the City.

36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the City, or the Consultant, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the City or Consultant to stop work shall not give rise to any duty on the part of the City or the Consultant to execute this right for the benefit of the Contractor or for any other person or entity.

38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, or fails to supply sufficient properly skilled workers, materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the City may, after ten days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The City may finish the work by whatever methods the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future City contracts.

39 TERMINATION FOR CONVENIENCE

The City may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the City. Said termination shall be without prejudice to any right or remedy of the City provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of

termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

40 TERMINATION FOR CONVENIENCE - PAYMENT

In the event that the City terminates this agreement for the convenience of the City, the City shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent on the actual fully accounted cost recovered pursuant to this paragraph. In the event that it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the City, the City shall pay the Contractor the following amounts determined by the Consultant:

A. An amount for supplies, services, or property accepted by the City for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price specified in this agreement appropriately adjusted for any saving of freight or other charges; and

B. The total of:

(1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;

(2) The costs of settling and paying claims arising pursuant to the termination of the work under said contracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be included in the costs payable pursuant to (A); and

(3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this agreement.

41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

In the event of termination for the convenience of the City, the total sum to be paid to the Contractor shall not exceed the contract price as reduced by the amount of payments otherwise made, by the contract price for work not terminated, and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Consultant, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to another buyer.

42 COST TO CURE

If the City terminates the whole or any part of the work pursuant to this agreement, then the City may procure upon such terms and in such manner as the Consultant may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City

for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the City such reasonable attorney's fees as the City may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the City, and except as otherwise directed by the Consultant, the Contractor shall:

(1) Stop work under the contract on the date and to the extent specified in the notice of termination;

(2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

(4) Assign to the City in the manner, at the times, and to the extent directed by the Consultant, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Consultant, to the extent the Consultant may require, which approval or ratification shall be final for all purposes;

(6) Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times, and to the extent, if any, directed by the Consultant, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:

(a) The fabricated or unfabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

(b) The completed or partially completed plans, drawings, information, and other property to the work.

(7) Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Consultant, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor pursuant to this agreement.

(8) Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

(9) Take such action as may be necessary, or as the Consultant may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the City has or may acquire an interest.

45 RECORDS

The Contractor shall preserve and make available to the City all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the City may have against the Contractor, the amount determined by the Consultant to be necessary to protect the City against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the City.

47 REIMBURSEMENT OF THE CITY

In the event of termination, the Contractor shall refund to the City any amount paid by the City to the Contractor in excess of the costs reimbursable to the Contractor.

48 TERMINATION FOR CONVENIENCE - DELAY

The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically set forth in this agreement. The City or the Consultant may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the City may determine to be appropriate for the convenience of the City. If the performance of the work is interrupted for an unreasonable period of time by an act of the City or Consultant in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Consultant in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Consultant within ten days after the termination of such suspension, delay or interruption.

49 COMMENCEMENT AND DURATION OF WORK

The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed by the City. The Contractor shall diligently prosecute the work to completion within the time specified therefore. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to ensure completion of the work within the specified time. The Contractor and City hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work.

50 TIME OF THE ESSENCE
All time limits stated in this agreement are of the essence of this contract.

51 IMPACT DAMAGES
Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the City its agents or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

52 DELAY
The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act of neglect of the City with the Consultant.

53 INCLEMENT WEATHER
The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Consultant that there was greater than normal inclement weather considering the full term of the contract using a ten-year average of accumulated mean values for climatological data compiled by the U.S. Department of Commerce for Atlanta, Georgia and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore.

54 NOTICE OF DELAY
The Contractor shall not receive an extension of time unless a notice of a claim is filed with the City and the Consultant within ten days of the first instance of such delay, disruption, interference or hindrance and a written statement of the claim is filed with the Consultant and the City within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim, which it may have for an extension of time pursuant to this agreement.

55 NOTICE OF DELAY - CONTENTS
The notice of delay referenced in the preceding paragraph shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

56 PROGRESS OF WORK
To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the work actually in place falls behind the currently updated and approved project network schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Consultant, take action at no additional cost to the City to improve the progress of the work, including increasing manpower, increasing the number

of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the City or Consultant that the Contractor is failing to prosecute the work with such diligence as will ensure its completion within the time specified. In such event, the City shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the City.

58 SET-OFFS

Any monies due to the City pursuant to the acceleration provisions of this agreement may be deducted by the City against monies due from the City to the Contractor.

59 ACCELERATION - REMEDIES

The remedies of the City concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the City at law, in equity, or contained in this agreement.

60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

62 CONSULTANT'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Consultant/Engineer unless the requirement therefore is waived in writing. The Consultant/Engineer may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources, which are currently manufacturing such materials, except as otherwise specifically approved by the Consultant.

64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

65 PAYROLL REPORTS

N/A

66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Consultant in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Consultant, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other employee in charge of the work shall be an authorized representative of the Contractor.

67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. Neither the Contractor nor any subcontractor shall award work to any subcontractor without the prior written consent of the City. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

68 INSPECTION BY CONSULTANT

All work pursuant to this agreement shall be subject to inspection by the Consultant for conformity with contract drawings and specifications. The Contractor shall give the Consultant reasonable advance notice of operations requiring special inspection of a portion of the work.

69 WORK COVERED PRIOR TO CONSULTANT'S INSPECTION

In the event that work is covered or completed without the approval of the Consultant, and such approval is required by the specifications or required in advance by the Consultant, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

70 CONSULTANT’S AUTHORITY

The Consultant shall have the authority to decide all questions concerning interpretation and fulfillment of contract requirements, including, without limitation, all questions concerning the prosecution, progress, quality and acceptability of the work. Any oral decision or instruction of the Consultant shall be confirmed in writing. All communications between the City and the Contractor shall be made through the Consultant. The Contractor shall submit to the Consultant a complete schedule of values of various portions of the work, including quantities and unit prices, aggregating the contract price. The schedule shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule of values, when approved by the Consultant, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the contract amount.

71 PROGRESS ESTIMATES

The Contractor shall also prepare a written report for the Consultant's approval of the total amount of value of work performed to the date of submission. No progress estimate or payment shall be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for suitably stored materials.

72 PROGRESS PAYMENTS

N/A

73 TIME OF PAYMENT

When the contractor has performed in accordance with the provisions of this Agreement, City of

Duluth shall pay to the contractor, within 30 days of receipt by the City of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this Agreement, if any. In the event that City of Duluth fails to pay the contractor within 60 days of the City's receipt of a pay request based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the City's receipt of the pay request. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this agreement are intended to supersede all provisions of the Georgia Prompt Pay Act as provided by law.

74 RETAINAGE

Until the payment for Substantial Completion, the City shall withhold retainage in the amount of ten percent (10%). When Substantial Completion is achieved, retainage shall be paid to Contractor with the final payment in accordance with the terms of Section 82.

75 PAYMENT OF SUBCONTRACTORS

75.1 GENERAL

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the City. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner.

75.2 SUBCONTRACTOR RETAINAGE RELEASE

Upon request by Contractor, the City may, in its sole discretion, permit an amount equal to the retainage associated with a subcontractor’s work to be released from the retainage held by the City upon completion of the subcontractor’s work. To request subcontractor retainage release, Contractor shall submit a written request to the City that (a) certifies the subcontractor’s work is complete and specifies the amount of retainage withheld by Contractor, (b) contains a release of all claims by the subcontractor, and (c) is executed by the Contractor, subcontractor, and, if required by the City, the engineer.

76 CITY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the City nor the Consultant shall have any obligation to pay any subcontractor except as otherwise required by law.

77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the City's acceptance of work performed pursuant to this agreement.

78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

79 JOINT PAYMENTS

The City reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

80 RIGHT TO WITHHOLD PAYMENT

The Consultant may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the City against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the City or any other contractor on the project.

81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of substantial completion, the Consultant shall inspect the work and determine whether the work is substantially complete. If the work is substantially complete, the Consultant shall issue a certificate of substantial completion of the work which shall establish the date of substantial completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

82 FINAL PAYMENT

82.1 GENERAL

Upon Substantial Completion of the work and upon application by the Contractor and approval by the engineer, the City shall make payment reflecting adjustments and retainage for the work as provided in this agreement.

82.2 AMOUNT TO BE WITHHELD

Upon receipt of an application for final payment, the engineer shall designate amounts to be withheld from the payment for incomplete work and/or defective work to be remedied. The amounts withheld shall equal 200 percent of the value of each item of incomplete work and defective work to be remedied. Such an amount shall be withheld until completion and remediation of such work.

83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project unless otherwise provided in the certificate of substantial completion.

84 FINAL PAYMENT - WAIVER OF CLAIMS

The acceptance of the substantial completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at substantial completion and except for the retainage sums due at final acceptance. Following the Consultant's issuance of the certificate of substantial completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Consultant a written notice that the work is ready for final inspection and acceptance and shall also forward to the Consultant a final application for payment. When the Consultant finds the work acceptable and determines that the contract has been fully performed, the Consultant shall issue a certificate for payment which shall approve final payment to the Contractor.

85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Consultant:

A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness

connected with the work have been paid other otherwise satisfied;

B. The surety's consent to final payment; and

C. Any other data reasonably required by the City or Consultant establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the City or Consultant, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the City all monies that the City may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in City of Duluth, Georgia and that the contract is to be performed in City of Duluth, Georgia. Each party hereby consents to the Gwinnett County Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in Gwinnett County Superior Court.

87 CHANGES AND EXTRA WORK

87.1 AUTHORITY FOR CHANGES

The City may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Contract.

C-87.2 CHANGE ORDERS

Without invalidating the Contract, the City may at any time or from time to time, by written order, order additions, deletions, or revisions in the Work related to the original scope of the Work. Change Orders will authorize these. Upon receipt of the Change Order, Contractor shall promptly proceed with the work involved. If any price or scope of the Work or an extension or shortening of the Contract Time is involved, an equitable adjustment will be made within the Change Order. In the event the Change Order increases the contract price, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Section 15. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Contract Documents.

87.3 WRITTEN NOTICE

The City may, at the request of the Contractor, issue interpretations, clarifications and other instructions as to the intent of the Contract Documents, in the form of Written Notices. The City may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations, clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Contract Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Contract Price or Time, or both, he shall give the City notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the

change in Contract Price or Time. The City shall render a timely, written decision on the Contractor's request for a change in Contract Price or Time. Should the City determine that the Contractor is not entitled to a change in Contract Time or Price, the Contractor shall proceed as directed upon receipt of the City's decision. Failure to proceed shall constitute a breach of Contract and shall be a cause for the termination of the Contract. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Contract.

87.4 EXTRA WORK

Extra work consists of new and unforeseen work determined by the City not to be covered by any of the various items for which there is a bid price or by combination of such items.

87.5 VARIATION IN QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deem reasonably necessary or desirable by City to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

88 CHANGE ORDERS

88.1 GENERAL

The Contract Price may only be changed by a Written Change Order. Each change will be set forth in a Change Order prepared by the City and approved by City. Change Orders will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c) any adjustment of the time of completion of the Work. If the City determines that a change requiring additional work will cause delay in completion of Work, he will grant an equitable time extension for the changed work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of work set forth therein, furnishing all labor, material, and equipment necessary therefore, in the same manner as if such work were originally included in the Contract. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

88.2 METHODS OF PAYMENT

The value of any work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by the following method which is most advantageous to City, as determined by the City:

A. Where the work involved is covered by unit prices contained in Contract Documents, by application of unit prices to the quantities of the items involved.

B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit.

C. On the basis of the actual cost of the work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as force account work. Contractor's

fee for force account work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined hereinafter.

88.3 LUMP SUM CHANGE ORDER WORK

Contractor shall prepare an estimate of all extra and deleted work as described by Written Notice, using established unit prices where they are stated in the Bidding Documents. Estimates for labor, bonds, insurance, materials, and equipment required shall otherwise be based on the provisions set forth hereinafter.

88.4 CHANGE ORDERS LIMITED

Except as provided herein, no order, statement or conduct of the City or the Construction Program Manager shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Contract Price or Contract Time.

88.5 NO WORK STOPPAGE

Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

88.6 CONTRACT AMENDMENT

The amount payable to the Contractor under the Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract.

89 FORCE ACCOUNT WORK

Force account work is an Owner-defined emergency, a sudden or unforeseen failure or malfunction of an existing system, which results in the Contractor being obligated to respond to the site of the emergency as Owner-directed. Contractor may perform work on a force account basis and will be paid for properly allocated charges which may include labor, bond premium, supplies and materials, equipment and subcontract billings, incurred in the performance of such force account work as more particularly described below:

A. Labor: All labor shall be billed at the hourly rates specified in the bid. Regular rates will apply during normal business hours, defined as Monday through Friday, 7 a.m.–5 p.m. Overtime rates will apply during non-normal business hours. If premium rates apply, then overtime rates shall be defined as Monday through Friday, 5 p.m.–8 p.m. Accordingly, premium rates, if applicable, shall be defined as Monday through Saturday, 8 p.m.–7 a.m., all hours on Sundays and all City recognized holidays. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the City. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

   The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the force account work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

C. Materials: For materials accepted by the City and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If materials are procured by Contractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned and delivered to the site of the Work.

For other materials used in the construction which are not an integral part of the finished Work, such as, but not limited to, sheeting, false work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the City before such work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

D. Equipment: N/A.

E. Subcontract Work: Where the Change Order applies to work being performed under a subcontract, reimbursement, including the fee for small tools, overhead and profit for the subcontractor's work performed on a force account basis shall be computed in precisely the same manner as if performed by Contractor as indicated herein. One additional allowance of five percent (5%) of the subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the subcontractor. If the subcontractor elects to contract out change order work to a third (or lower) level contractor or supplier of purchased equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level work or materials. The City reserves to right to direct the Contractor to contract directly with third (or lower) level subcontractors and suppliers of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) subcontractors and suppliers of purchased equipment. If similar work is not being performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive bids for the requirements of the Change Order and the Contract Documents from Subcontractors acceptable to the City. Selection of the Subcontractor shall be subject to the approval of the City.

F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for work done on a force account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a force account basis.

G. Statements: No payment will be made for work performed on a force account basis until Contractor furnishes the City itemized statements of the cost of such force account work detailed as to the following:

(1) Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman.

(2) Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.

(3) Materials - quantities of supplies and materials, prices, including transportation cost and extensions.

(4) Bonds and insurance premiums.

(5) Subcontract work - force account detail as above, or progress quantities and prices of unit price or lump sum subcontracts.

(6) Payments for items under paragraphs (a) to (f) inclusive shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost.

H. If, in the City's opinion, Contractor or any of his subcontractors, in performing force account work, are not making efficient use of labor, material, or equipment and/or are proceeding in a manner which is expensive to the City, the City may request the Contractor to make more efficient use of labor, material and equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the City may independently determine the reasonable cost of the work and the Contractor will be entitled only to the reasonable cost so estimated by the City.

90 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the City, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause 88, Change Orders.

91 CHANGED CONDITIONS

Contractor shall notify the City in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed:

A. Subsurface or latent physical conditions at the site of Work differing materially from those represented in this Contract; or

B. Unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The City will promptly investigate conditions of which it is so notified or conditions discovered by it which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If the City determines that the conditions materially differ and that they will materially increase or decrease the costs of any portion of Work, it will issue a Change Order adjusting the compensation for such portion of Work.

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SECTION 01 01 00
SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specifications Sections apply to this Section.

1.2 SUMMARY

A. Section Includes: Project description
B. Summary by reference
C. Other contracts

1.3 PROJECT DESCRIPTION

A. Briefly and without force and effect on other requirements of the Contract Documents, the Project of the Contract can be described in summary as follows
   1. The scope of this Project includes, but is not limited to:
      a. All work is performed in an existing building that is operational. The existing fully adhered membrane shall be treated according to the manufacturer's instructions. Install mechanically fastened, white 60 mil TPO membrane over the existing system. Install new roof drain hardware.

B. Work Included:
   1. The intent and meaning of the Contract Documents is that the Contractor, under the General Conditions and other terms of the Contract, shall take all actions necessary and required to provide all labor, materials, supplies, equipment, transportation, facilities, and appurtenances which are indicated or implied by each drawing within the Drawings and each section of the Specifications, all of which are collectively necessary and required for the demolition and construction of the described Project.

1.4 SUMMARY BY REFERENCE

A. The Work can be summarized by reference to the requirements of all of the various elements of the Contract Documents, which in turn make references to the requirements of other applicable provisions which control or influence the Work; and these references can be summarized by but are not necessarily limited to the following:
   1. Executed Owner & Contractor Agreement
   2. General Conditions
   3. Drawings as listed on the Index of Drawings located on the first sheet of Drawings prepared by Reeves Consulting, Inc.
   4. Specifications in Project Manual
   5. All Addenda to the Contract Documents issued prior to bid.
   6. All Modifications to the Contract Documents made in accordance with the General Conditions and Specifications.
   7. Statutory requirements and governing regulations which have a bearing on

the performance of the Work.

8. Contractor submittals required by the Contract Documents

1.5 WORK SEQUENCE

A. The Work shall be conducted to provide the least possible interference to Owner's activities.

B. The Contractor is responsible for coordination of the existing building systems within the area of work and shall conduct demolition/construction work within this design intent. Contractor shall notify the Consultant and Owner immediately if there are any potential conflicts.

C. The Contractor shall submit a preliminary schedule at the Pre-Construction meeting showing the project's sequencing, commencement and completion dates.

D. The Contractor shall maintain a construction schedule and shall confirm the schedule with the Consultant and Owner's personnel.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 01 00

SECTION 01 02 00

ROOF ASSESSMENT REPORT

DULUTH CITY HALL BUILDING
DULUTH, GEORGIA
January 22, 2026

ROOF ASSESSMENT REPORT

Duluth City Hall

Duluth, Georgia

January 22, 2026



REEVES CONSULTING, INC.

3590 River Summit Trail
Duluth, Georgia 30097
404.983.0838
www.reevesconsultinginc.com

January 22, 2026

Mr. James Riker
City of Duluth
3167 Main Street
Duluth, Georgia 30096

RE: ROOF ASSESSMENT REPORT

Duluth City Hall
3167 Main Street
Duluth, Georgia 30096

Assessment Date: January 16, 2026
Consultant: Jerry Reeves, Jr., RRC, RRO, CIT I,
Remote Pilot #4152949

ROOF AREA A: 7,400± square feet, 20+-year-old, adhered Firestone thermoplastic olefin (TPO) membrane over tapered polyisocyanurate insulation and a steel deck. The base layer of polyiso is approximately 0.50”

ROOF AREA B: 7,800± square feet, 20+-year-old, slate tile roof system over a plywood deck and steel truss system. The steep sloped roof areas are not included in the project.

RECOMMENDATIONS:

Roof Area A:

Slice/cut the existing membrane per manufacturers recommendations and adhere a new .60-mil TPO membrane per the manufacturer’s recommendations and current applicable code

2.0 – PHOTOGRAPH/THERMOGRAM LOG



Photo 1: An overview of the roof.



Photo 2: An overview of the two smaller roof areas.



Photo 3: An overview of conditions on the main roof.



Photo 4: An overview of conditions on one of the two smaller roofs.



Photo 5: An overview of conditions on the second smaller roof.

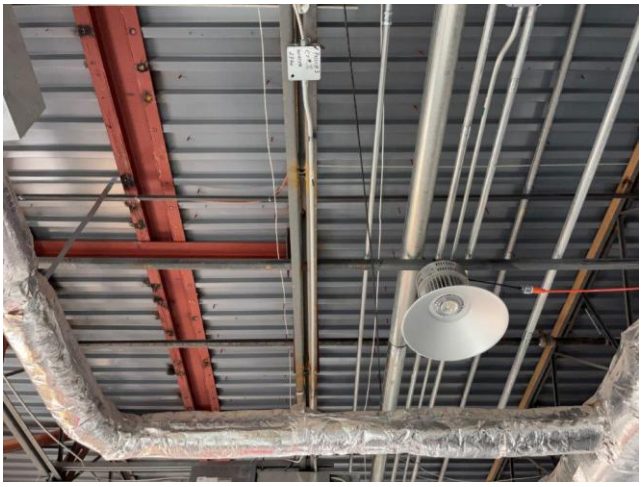


Photo 6: An overview of the bottom side of the steel deck.



Photo 7: Conditions on a parapet



Photo 8: Conditions on a parapet.

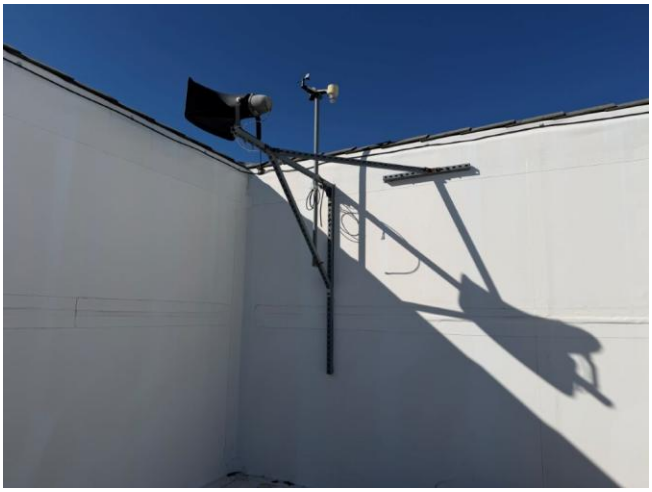


Photo 9: Equipment mounted to a parapet.



Photo 10: Membrane to brick termination.



Photo 11: Membrane termination to EIFS.



Photo 12: Slate tile cap extending over the membrane.



Photo 13: Membrane termination to concrete coping caps.



Photo 14: A split system mounted to a curb.



Photo 15: A damaged parapet access door.



Photo 16: A parapet access door and a vent cover.



Photo 17: Typical conditions.



Photo 18: A light mounted to the roof.



Photo 19: Conditions at a penetration curb.



Photo 20: A trash can covering the portal curb shown in the previous photo.



Photo 21: A roof drain.



Photo 22: An additional roof drain.



Photo 23: Damaged PVC pipe under the drain cover.



Photo 24: The roof hatch.

SECTION 01 12 00
CONTRACT RESPONSIBILITIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division Specification Sections apply to this Section.

1.2 RESPONSIBLE PARTIES

A. The term “Owner” or “City” used in these documents means the Project Manager or Owner Representative.

B. The term “Consultant” used in these documents means Consultant, Engineer or other consultants under contract with the Consultant.

C. The term “Contractor” used in these documents means the General Contractor, their employees or those under contract to do work on their behalf. (Note: Contractor may also mean Construction Manager)

D. At the time of Advertisement, the Owner Representative is:

James Riker
3167 Main Street
Duluth, Georgia 30096
jriker@duuthga.net

1.3 SUMMARY

A. Owner reserves the right to furnish equipment, perform work and award other contracts in addition to general construction contract. This Section itemizes known coordination items. Project Coordination Section indicates Contractor’s responsibilities under these conditions. The Owner will have items prepared for pick-up or delivered to the site per the Construction Schedule.

B. Exclude from Contract Sum items specifically identified in the following schedule as purchased/provided by Owner or purchased/provided and installed by Owner. Where Contractor has responsibility for installation of an Owner purchased/provided item, include in Contract Sum all costs associated with complete installation of the item and necessary coordination with the Owner.

C. Items provided to Contractor by the Owner are in good repair and working order.
   1. Inspect items at time of delivery; immediately notify Owner of any damage.
   2. Items not identified as “damaged” at the time of delivery or pickup are the complete responsibility of the Contractor and shall be maintained without damage through Substantial Completion.
   3. Repair or replace immediately items not identified as “damaged” at time of delivery and damaged prior to Date of Substantial Completion.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 SCHEDULES

Item	*Contractor Responsibilities*	*Owner Responsibilities*
A. Permits and Fees	*Pay all fees not paid by Owner.*	*N/A*
B. Utilities	*N/A*	*N/A*

END OF SECTION 01 12 00

SECTION 01 23 00
ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of Contract, including General and Supplemental General Conditions and other General Requirement sections, apply to work specified in this section.

1.2 REQUIREMENTS

A. Definitions: Alternates are defined as products, materials, equipment, systems, methods, units of work, or major elements of construction which may, at Owner's option and under terms established by Instruction to Bidders and in the Contract, be selected for work in lieu of requirements of Contract Documents. Selection may occur prior to contract date, or may, by Agreement, be deferred for possible selection at a subsequent date.

B. Alternates may or may not change scope and general character of the Work.

C. Requirements of this section may be related to, but shall not be confused with, requirements of the Contract Documents related to "allowances", "unit prices", "change orders, "substitutions", and similar terms.

D. Refer to Contract and subsequent modifications thereto, if any, for determination of which of several scheduled alternates have been accepted and therefore are in full force and effect as though included originally in documents for the Base Bid.

E. Notification: Immediately following award of Contract, prepare and distribute to Owner, Consultant, Subcontractors and material suppliers, as applicable, a notification of the status of each alternate. Indicate that alternates have been accepted, rejected, or deferred for consideration at a later date. Indicate dates by which Owner must make decisions on deferred alternates in order not to delay project.

1.3 ALTERNATES

Deduct -$_____

END OF SECTION 01 23 00

SECTION 01 25 00
PROCEDURES FOR CONTRACT MODIFICATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Change Proposal Request

B. Change Proposal

C. Change Order/Supplemental Agreement

D. Time and Materials Work

E. Consultant's Field Directives

1.3 DEFINITIONS

A. Change Proposal Request: Any written request from the Owner or Consultant to the Contractor for a quotation, price or cost breakdown on a change that is proposed but not yet ordered.

B. Change Proposal: Any written proposal from the Contractor to the Owner or Consultant setting forth a change in the Scope of Work and the effect of such change on Contract Time and/or Contract Sum.

C. Change Order: A written order to the Contractor, prepared by the Consultant and issued by the Owner, for directing changes in the Scope of Work of the Contract, adjustments in the Contract Sum, and/or extensions of Contract Time. When executed by all parties, this item, also referred to herein as a Supplemental Agreement to the Contract, is an amendment to the Contract.

D. Modifications: Include Change Orders (Supplemental Agreements to the Contract) prepared by the Consultant and signed by the Owner and Contractor; written field directives issued by the Consultant to the Contractor, which change the Scope of Work and may affect Contract Sum, but are necessary because of situations described elsewhere in this section; and written orders issued by the Consultant for minor changes in the Work with no cost or schedule implications.

E. Time and Material Work: Work which will be paid for on the basis of the actual costs including materials, labor, equipment and other expenses defined elsewhere herein and documented by detailed records. Also referred to as force account. Refer to 89.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 CHANGE PROPOSAL REQUEST

A. The Change Proposal Request is the method by which Owner directed changes in the Scope of work are initiated. These requested changes may originate with the Owner or Consultant, may be responses to unexpected site conditions, or may be responses to issues raised by the Contractor through its requests for information or document clarifications.

B. Change Proposal Requests are not directions to change the Work.

C. Unless specified differently on the Change Proposal Request, the Contractor will be expected to respond to all requests within five (5) calendar days of receipt.

3.2 CHANGE PROPOSAL

A. The Contractor will submit Change Proposals in response to Change Proposal Requests, in response to Consultant's field directives as applicable, in accompaniment of substitution requests, and as follow up to previously filed claims for extra cost or time.

B. Every Change Proposal shall include the following information as applicable:
   1. The amount of change in the Contract Sum, if any.
   2. The amount of change in the Contract Time, if any. The change in Contract Time shall be explained relative to the approved Construction Schedule and shall be justified in terms of the critical path of the Work and the requirements of the Contract. A Fragnet schedule is required to be submitted to verify any extension of Contract Time.
   3. Cost breakdowns detailing the applicable work items and inclusive of quantities and unit prices for labor, materials cost with invoices or proposals to substantiate costs, products, equipment usage with invoices or proposals to substantiate costs, expenses for bonds, insurance and taxes; and overhead and profit. Contractor’s subcontractor and second tier subcontractor expenses shall be presented at the same level of detail.
   4. The period of time within which the proposed changes in Contract Sum or Time will be valid, but no less than 30 calendar days from the time an acceptable Change Order has been submitted.
   5. A statement describing the effect the change may have on the work of other prime contractors or the Owner.

C. Fees for administration, overhead and profit shall be limited to 15% for the Contractor or Contractor’s subcontractor performing the work. On work performed by Contractor’s subcontractor, the Contractor may markup said work for purposes of administration, overhead and profit by no more than 5%. On work performed by a second tier subcontractor, the Contractor’s subcontractor may markup said work for purposes of administration, overhead and profit by no more than 5%; the Contractor shall not mark up the work of second tier subcontractors by more than 5%.

D. The maximum total allowable cost to Owner shall be the cost of the Work plus a maximum collective aggregate fee for the Contractor and all tiered subcontractors of 25%.

E. The Contractor shall not place a reservation on a Change Proposal that holds open the Contractor's right to claim additional costs for indirect or impact damages related to the change such as alleged costs for disruption, interference, delay, acceleration or remobilization.

F. If the Change Proposal is related to a claim for additional cost or time, Contractor shall indicate the origin and date of the initial claim notice and detail the basis of the claim and the associated costs.

G. General Conditions may not be charged for change order work, unit prices or delays unless authorized by the Owner prior to the work.

3.3 CHANGE ORDER/SUPPLEMENTAL AGREEMENT

A. A Change Order or Supplemental Agreement is the only instrument by which the Contract can be modified to increase or decrease the Contract Sum or Contract Time. For a Change Order to be effective, it must be executed by the Owner and Contractor. The cost basis of a Change Order may be a lump sum, unit prices, or time and materials, also referred to as force account. Lump sum changes must be supported by the cost breakdowns required by the Change Proposal.

3.4 TIME AND MATERIALS WORK

A. When no agreement is reached for extra work to be done at lump sum or unit prices, such work may be authorized by the Owner to be done on a Time and Material basis. A Time and Materials estimate that identifies all anticipated costs shall be prepared by the Contractor on forms provided by the Consultant. Work shall not begin until the Time and Materials account is approved by the Consultant. Payment for Time and Materials work will be in accordance with the following:

1. Labor: For all labor, equipment operators and supervisors, excluding superintendents, in direct charge of the specific operations, the Contractor shall receive the rate of wage agreed to for all hours the designated labor, equipment operators and supervisors are actually engaged in the work. The Contractor shall receive the actual costs paid to the workers inclusive of wages, allowances, health and welfare benefits and pension fund benefits.
2. Bond, Insurance and Tax: For property damage, liability, and worker's compensation insurance premiums, unemployment, insurance contributions, and social security taxes on the Time and Materials work, the Contractor shall receive the actual cost.
3. Materials: For materials and products incorporated in the Work and accepted by the Consultant, including Contractor paid freight or shipping expenses, the Contractor shall receive the actual cost.
4. Equipment: For any machinery or special equipment (other than small

tools), the use of which is essential to the work and approved by the Consultant, the Contractor shall receive fair market rental rates for the actual time that such equipment is in operation on the Work or required to stand by.

5. Overhead and Profit: On the total of all costs described above, the Contractor will be allowed to add, as compensation for administration, overhead and profit at the rate stipulated in the General Conditions Section 88.2 Paragraph C.
6. Miscellaneous: No additional allowance will be made for general requirements costs, superintendence, use of small tools or other costs for which no specific allowance is herein provided.
7. Subcontract Time and Material Work: For work performed by Contractor's subcontractor or second tier subcontractor, all provisions of this section that apply to the Contractor in respect to labor, materials and equipment shall govern. The Contractor shall coordinate the work of its subcontractors and will be allowed an amount to cover administrative costs and profit equal to 5% of the subcontractor's amount earned. Mark-up for second tier subcontractor work will be limited to 5% of the amount earned.
8. Compensation: The Contractor shall maintain records on the cost of all work performed each day as ordered on a Time and Material basis and shall provide such records to the Consultant.
9. Statements: No payment will be made on work performed on a Time and Material basis until the Contractor has furnished the Consultant with itemized statements of the cost of such Time and Materials work detailed as follows:
    a. Name, classification, date, daily hours, rate and extension for each laborer, equipment operator and supervisor.
    b. Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security tax.
    c. Quantity of materials, prices and extensions.
    d. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.

B. Statements shall be accompanied and supported by invoices for all materials used, including evidence of transportation charges and taxes. However, if materials used on Time and Materials work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from stock, that quantity claimed was actually used, and price claimed represents actual cost to the Contractor.

3.5 CONSULTANT'S FIELD DIRECTIVES

A. The Consultant may issue written field directives to the Contractor, which may change the Scope of Work and may affect Contract Sum, but are necessary because of any of the following reasons:
    1. Situations that threaten life and safety
    2. The need to address unknown conditions at the site of the Work
    3. The need to maintain the timely and orderly sequencing of the Work.

B. The Contractor shall proceed with the work requested in such field directives. If there is a cost associated with such work, Contractor shall submit a Change Proposal as described herein. These costs, when mutually acceptable to the Owner and Contractor, shall be incorporated into the Contract by Change Order.

END OF SECTION 01 25 00

SECTION 01 27 00
UNIT PRICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:
   1. Definition
   2. Administrative and procedural requirements for unit prices
   3. Schedule of Unit Prices at the end of this section

1.3 DEFINITION

A. A unit price is an amount calculated and proposed by the Contractor as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event certain unexpected work items are encountered or certain estimated quantities of work required by the Contract Documents are increased or decreased.

1.4 ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

A. Unit prices as included in the Contract Documents shall include all expenses related to the unit price work items that is materials, labor, equipment, transportation, general requirements, overhead, profit, taxes and any other costs incidental to the work items.

B. The individual Specification Sections for the construction activities requiring the establishment of unit prices provide for the conditions under which said unit prices will be authorized and the methods of determining payment for each quantity. The Contractor will be compensated only for the quantities of unit price work completed.

C. The Schedule of Unit Prices is included with the Bid Form. Any Specification Sections referenced in that Schedule contain the requirements for materials and/or methods described for each unit price.

D. The Schedule of Unit Prices may be used to determine changes to the Contract Sum. Where quantities of items for which unit prices are provided, they are estimates and are included in the scope of the Work upon which the Contract Sum is based. The Contractor will be compensated for the actual quantities of unit price items completed at the established unit price rates. These actual extensions of unit prices for work completed, whether requiring a decrease or an increase in the Contract Sum, will be incorporated into the Contract Sum through a modification to the Contract by Change Order. Procedures for such modifications are included in Specification Section “Procedures for Contract Modification.”

SCHEDULE OF UNIT PRICES

ITEM	UNIT	COST/UNIT	ALLOWANCE
Unit Price 1: Where existing insulation is wet and/or deteriorated, remove the existing insulation and replace with polyisocyanurate insulation board to match the existing thickness. Secure the insulation board to the substrate, to hold it in place until the installation of the new system	100 SF	$_____/SF	$_____
Unit Price 2: Where wood blocking, wood nailers, and/or fascia boards are damaged or deteriorated, remove all damaged or deteriorated wood to a point 6 inches past the damage or deterioration, and replace with new wood blocking to match existing. Secure new wood blocking with appropriate fasteners at spacing not to exceed 12 inches on-center, staggered pattern. The unit price for said work shall include priming and painting the wood to match the existing. Quote a separate unit price (per board foot) for such work.	100 Board Feet	$_____/BF	$_____

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 27 00

SECTION 01 29 00
PROCEDURES FOR PAYMENT APPLICATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specifications Sections, apply to this Section.

1.2 SUMMARY

A. Section specifies administrative and procedural requirements governing Contractor's Applications for Payment and includes:
   1. Schedule of Values showing separate site improvement items
   2. Applications for payment
   3. Procedures for first payment
   4. Procedures for payment application at Substantial Completion
   5. Procedures for payment application at Final Completion

1.3 DEFINITIONS

A. Schedule of Values: A detailed breakdown of the Contract Sum into individual cost items that will serve as the basis for evaluation of applications for progress payments made during construction.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SCHEDULE OF VALUES

A. Use only the Schedule of Values as the basis for the Contractor's Application for Payment.

B. Correlate the Schedule of Values with other administrative schedules and submittals including:
   1. Contractor schedule
   2. List of subcontractors
   3. Schedule of alternates
   4. List of principal suppliers and fabricators
   5. Schedule of submittals

C. Prepare a Schedule of Values on AIA Document G-703 "Continuation Sheet" and submit it to the Consultant for review no later than ten (10) calendar days prior to the submission of the first Contractor's Application for Payment. Submit via jerryjr@reevesconsultinginc.com and identify with the names of the Project, Consultant, Owner, and Contractor and the date of submittal.

D. In preparing the Schedule of Values, break down costs into line items for which the Contractor wishes to receive payment in the application for payment. Schedule of Values shall include sufficient detail to allow the Consultant to estimate the percentage (%) complete. Coordinate the line items in the schedule of values with the units or subdivisions of work identified in the Specifications and reference those section numbers from the Specifications. Further divide major work subdivisions and subcontractors into individual cost items. Include in each line item its proportional share of overhead and profit.

E. Costs for General Requirements shall be identified separately and shall be itemized so that costs are identified for the following general items at a minimum:
1. Performance and Payment Bonds
2. Engineering and Layout
3. Temporary Facilities and Services
4. Final Cleaning

F. Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion. Place cost of production materials delivered and unloaded at Project site with taxes paid under Column F, G-703. List total installed cost, with overhead and profit, under Column C, G-703.

G. For each line item indicate the dollar value to the nearest whole dollar. Indicate the proportion of the Contract Sum represented by this item to the nearest one-hundredth percent.

H. Unit Price Values: Submit a sub-schedule of unit prices and quantities for items of Work identified in the Bidding Form (specification Section 000410) under Unit Prices. The form of submittal shall parallel that of the Schedule of Values, and the installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values. The standards and procedures for payment of Unit Price Items are described in Specification Section 01 27 00.

I. The Consultant will review the Schedule of Values and determine its acceptability. Contractor shall revise and resubmit an acceptable schedule based on review comments from Consultant and Owner.

J. Submit a revised Schedule of Values when modifications change the Contract Sum or individual line items. Make each modification a new line item and show all information for that line item required for the original submittal.

3.2 APPLICATIONS FOR PAYMENT

A. Detailed requirements for processing Applications for Payment are outlined below and will be discussed in further detail at the preconstruction conference

B. Prepare and submit Applications for Payment on Application and Certification for Payment, AIA Document G-702. Include the Schedule of Values modified in format to enable indications of the value of work completed in the application period and for the Contract period. Base the initial application on the accepted

Schedule of Values and make all other applications consistent with previous applications as certified and paid.

1. Submit one (1) initial draft of the pay application to the Owner and Consultant via jerryjr@reevesconsultinginc.com within five (5) calendar days of the date of the Application of Payment to coincide with the monthly project meeting for initial review. All pay applications must be submitted to the City Manager, James Riker at jriker@duluthga.net

1. Include amounts of Contract modifications fully executed before end of application period. Do not bill for clams or proposals that have not been officially accepted by the Owner.
2. If billing for materials stored on site, attach legible copies of relevant receipts and documentation. Billing for materials stored off-site, shall not be allowed unless approved by the Owner.
3. Provide the Purchase Order number issued for the contract on the AIA Document G- 702.
4. The Contractor shall prepared and maintain a Fixed Assets Log as part of the Contract Documents. The Contractor is required to complete all columns of the Fixed Asset Log sample, included at the end of Section 01 77 00 Contract Close-Out, for any piece of equipment with a value of $5,000.00 or greater. The Contractor is to provide the updated Fixed Assets Log once a month along with the Payment Application. This completed log should be submitted to jerryjr@reevesconsultinginc.com in Microsoft Excel (xls) format at the end of the project.
5. The Contractor shall prepare and submit an Interim Release of Lien with each Application for Payment.
6. The City does not provide pre-payment or down payment for services or materials not already performed or provided.

C. Provide the following information with every application for payment which involves work completed on a time and material basis:
   1. Detailed records of work done, including:
      a. Dates and times work was performed, and by whom.
      b. Time records and wage rates paid.
      c. Invoices and receipts for products.
      d. Provide similar detailed records for subcontracts.
      e. No later than five (5) calendar days prior to the date of the application for Payment, submit a draft of the application for the review by the Consultant. Coordinate this submission and subsequent review with Consultant's monthly inspection of the Work in place to determine the acceptability of the proposed application. Make any changes of requested by Consultant in their review and resubmit the Application for Payment, to the Consultant signed, notarize and with a transmittal form itemizing attached documentation.

3.3 PROCEDURES FOR FIRST APPLICATION FOR PAYMENT

A. The first Application for Payment will not be reviewed until the following submittals from the Contractor have been received and accepted by the Consultant or Owner as applicable:
   1. Schedule of values.
   2. Contractor's construction schedule per Specification Section 01 32 00.

3. Submittal schedule.
4. List of subcontractors and principal suppliers and fabricators.

3.4 PROCEDURES FOR PAYMENT APPLICATION AT SUBSTANTIAL COMPLETION

A. Administrative actions and submittals that shall precede or coincide with the Application for Payment include:
   1. Approval of work performed at Stormwater Management Pond.
   2. Issuance and execution of Certificate of Substantial Completion inclusive of list of incomplete Work recognized as exceptions to the Certificates.
   3. All submittals and deliverables specified in the Contract Documents to be completed before Substantial Completion.

3.5 PROCEDURES FOR PAYMENT APPLICATION AT FINAL COMPLETION

A. Administrative actions and submittals that shall precede or coincide with this Application for Payment include:
   1. Completion of Closeout Procedures in Section 01 77 00, Part 1.05.

END OF SECTION 01 29 00

SECTION 01 31 00
PROJECT COORDINATION

PART 1 – GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

A. This section specifies administrative and supervisory requirements necessary for coordination of the Work for the duration of construction, but not necessarily limited to:
   1. Coordination
   2. Administrative and supervisory personnel
   3. General installation provisions
   4. Cleaning and protection

1.3. COORDINATION

A. Coordination Among Trades: Contractor shall coordinate construction activities included under the Drawings and various sections of these Specifications to ensure efficient and orderly construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
   1. If necessary, inform each party involved, in writing, of procedures required for coordination; including requirements for giving notice, submitting reports, and attending meetings.
   2. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
   3. Where availability of space is limited, coordinate installation of different components to ensure maximum accessibility for later installations and for required maintenance, service and repair.
      a. Where limited available space may cause conflicts in the locations of installed products, and where required to coordinate installation of products and materials, prepare coordination Drawings. Said coordination Drawings shall show plan and cross-section dimensions of the available space and include obstructions caused by structural and systems elements.
      b. Coordinate shop Drawings and other submittals prepared by Contractor’s subcontractors, suppliers and other entities to facilitate installation of products and systems and avoid field conflicts in the Work.
      c. Prepare plans or schedules describing installation sequences and provide said Documents to affected parties.
   4. Make adequate provisions to accommodate items scheduled for later installation.
   5. Inform the Owner when coordination of Owner's work under separate contracts is required. Inform the Owner when Owner's work under

separate contracts is incomplete, in non-compliance or prohibits efficient and orderly completion of work under this Contract.

6. Coordinate dissemination of information between Contractor's subcontractors or suppliers when information from one is needed by or is of assistance to the other. Distribute interrelated shop Drawings between Contractor's subcontractors or suppliers prior to shop Drawing submittal to Consultant.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project close-out activities.

C. Continue coordination procedures by actively controlling Project conditions as follows:
1. Verify and ensure that products and materials of all trades are stored in an orderly fashion, under conditions complying with manufacturers' instructions and at planned locations.
2. Verify and ensure execution of the Work is in compliance with environmental conditions established by manufacturers' instructions and specific requirements of relevant Sections of these Specifications.
3. Verify and ensure adherence to tolerances required by these Specifications as the Work progresses.
4. Inspect job conditions before one trade follows another in compliance with these requirements:
   a. Plan and conduct joint inspections involving the affected trades.
   b. Notify Consultant at least one week in advance of such inspections and provide opportunity for Consultant's participation in the inspection.
   c. While the Consultant may confine their observations and inspections to only limited areas, the Contractor shall be responsible for similar inspections in all involved areas.
   d. Review of job conditions, in whole or in part, by Consultant in no way relieves Contractor of their obligation to provide various stages of the Work as well as finished Work complying with Contract Documents.
   e. Allow no work to proceed over unsatisfactory conditions that would prevent execution of new work as specified.

1.4. ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. Contractor shall designate a construction Project Manager for the Project who shall be the primary point of contact and communication for the Owner and Consultant. The construction Project Manager shall be assigned full time to the Project until completion of Final Contract Close-Out. All written communications to the Consultant shall be by or through the construction Project Manager. Consultant shall address all their written communications to the construction

Project Manager, unless authorized by construction Project Manager to communicate directly to others.

B. Contractor shall provide adequate supervision at the Project site at all times. At a minimum, the Contractor shall designate and assign at least one (1) Superintendent that shall direct and oversee the Work under the Contract. Superintendent shall be assigned full time to the Project until Final Completion of Contract Closeout.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1. GENERAL INSTALLATION PROCEDURES

A. Inspection of Conditions: Require the Contractor’s installer of each component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

A. Manufacturers' Instructions: Comply with manufacturers' installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

B. Connection: Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level.

C. Temporary Enclosures: Provide and coordinate placement of temporary enclosures.

D. Costs for Adherence to all specified installation procedures are included in the Contract Sum.

END OF SECTION 01 31 00

SECTION 01 31 20
PROJECT MEETINGS

PART 1 – GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2. SUMMARY

A. Section Includes:
1. Contractor's duties
2. Preconstruction conference
3. Progress and coordination meetings
4. Pre-installation conferences

1.3. CONTRACTOR'S DUTIES

A. Scheduling and Notification: Contractor will notify Owner, Consultant and other invited parties of meeting time and place at least five (5) calendar days prior to the date of every progress and coordination meeting or special called meeting. The progress and coordination meetings shall be conducted once every two weeks or as agreed to in the Preconstruction meeting.

B. Administration: The Contractor will prepare a meeting agenda for the progress and coordination meetings, record and promptly distribute copies of minutes of significant proceedings and decisions of the meetings to each participant no later than five (5) calendar days after each meeting. The Contractor shall update construction schedule after each progress meeting to show current progress and documentation of any revisions that have been made or recognized; issue revised schedule, two-week look-ahead with a list of the planned activities, submittal list and RFI list concurrently with report of each meeting.

1.4. PRE-CONSTRUCTION CONFERENCE

A. A pre-construction meeting will be held prior to the start of construction at a time and place designated by the Owner for the purpose of identifying responsibilities of the Contractor, Owner and Consultant and explaining administrative procedures.

B. Attendance:
1. City representatives
2. Owner
3. Consultant and key subconsultants
4. Contractor represented by Construction Project Manager and Superintendent
5. Major subcontractors if requested by Owner, Consultant or Contractor

C. Minimum Agenda:
1. Identification and designation of responsible personnel from all parties.

2. Tentative construction progress schedule (to be distributed by Contractor), with discussion of critical work sequencing, staging, and work hours.
3. Procedures for correspondence and other communications, field decisions, requests for information, design bulletins, requests for changes in the work and claims.
4. Procedures for pay applications, retainage, and executed change orders.
5. Procedures for substitution requests, submittals, including shop Drawings, samples and product data.
6. Procedures for preparing and maintaining required Record Documents and Operations & Maintenance Manuals.
7. List of major subcontractors and material suppliers.
8. Use of Project Site, including project staging, storage areas, parking, site use limitations or restrictions, utility usage, and erosion control.
9. Material and equipment deliveries, storage, protection and priorities, and material testing and inspections.
10. Safety procedures and responsibilities.
11. Security procedures and methods.
12. Housekeeping procedures and methods.
13. Special project requirements or conditions.
14. Schedule for Owner, Consultant, Contractor (OAC) meetings.
15. Public relations and new media.

1.5. PROGRESS AND COORDINATION MEETINGS

A. Scheduling: Unless otherwise requested by Owner or Consultant, a progress and coordination meeting shall be held at the Project Site.

B. Attendance:
1. Owner
2. Owner’s Project Manager
3. Consultant
4. Contractor as represented by Project Manager and Superintendent.
5. Sub-contractors and material suppliers as requested by Owner or Consultant or as applicable to progress of the Work.

C. Minimum Agenda (topics to be covered as applicable):
1. Review minutes of previous meeting.
2. Status of submittals and impending submittals.
3. Off-site fabrication and delivery schedules; subcontractor schedules.
4. Actual progress of activities in relation to the schedule. Submit schedule updates as required.
5. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
6. Field observations, actual and potential problems affecting construction or job progress, status of RFI’s (Requests for Interpretation).
7. Site Utilization, housekeeping, temporary facilities/services.
8. Safety, hazards or risks.
9. Status of corrective work ordered by the Consultant, quality and work standards.
10. Change Orders and change order proposals.
11. Documentation of information for payment application (as applicable).

1.6. PROGRESS AND COORDINATION SITE VISITS

A. Scheduling: Unless otherwise requested by Owner or Consultant, a progress and coordination site visit shall be at the Project Site.

B. Attendance:
   1. Owner's Project Manager
   2. Consultant
   3. Contractor as represented by Project Manager and Superintendent.

1.7. PREINSTALLAION CONFERENCES

A. Scheduling: Conduct a pre-installation conference at the Project site. Comply with particular requirements elsewhere in the Specifications that describe specific pre-installation or pre-demolition meetings and associated notifications to the Consultant and Owner.

B. Attendance: The Contractor's installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Notify the Consultant and Owner of the scheduled meeting dates as required elsewhere in the Specifications.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 31 20

SECTION 01 32 00
CONSTRUCTION SCHEDULES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. General description
   2. Form and content of schedules
   3. Updating of schedules

1.3 GENERAL DESCRIPTION

A. The Construction Schedule is a required submittal, which is subject to the approval of the Consultant and Owner which shall be revised periodically as specified herein. The Construction Schedule shall be in a bar-chart or network type form that shall provide complete sequence of construction by activity and allow for up-dating and revisions. Schedule shall be based on critical path method (CPM), and shall be prepared with input and cooperation of all Contractor's subcontractors.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 FORM AND CONTENT OF SCHEDULES

A. Submit Construction Schedule as described above within 10 calendar days after Notice to Proceed.

B. Provide Construction Schedule with the following format and content:
   1. Provide schedule in the form of a bar chart with individual horizontal lines representing the duration of each major activity. Use vertical lines to scale the schedule at one-week intervals.
   2. Use the same items of work as shown on schedule of values or in accordance with Section numbers of Specifications.
   3. Where related activates must be performed in sequence, show relationship graphically.
   4. Incorporate the submittal schedule specified elsewhere.
   5. In developing the schedule, take into account administrative reviews.
   6. Show dates for the following:
      a. Each major activity that influences the construction time (critical path items).
      b. Specified pre-installation meetings and progress review meetings.
      c. Procurements and delivery dates for products requiring long lead time.

d. Start and completion dates of all major work elements.
e. Time frame for Substantial and Final Completion procedures, including inspections, reviews and punch list activities.

7. Use the same terminology as that used in Contract Documents and provide legend of symbols or abbreviations used.
8. The Construction Schedule will be submitted via jerryjr@reevesconsultinginc.com and an updated copy will be provided with every pay application per Section 01 29 00 Procedures for Payment Applications.

C. Consultant will advise Contractor if originally submitted Construction Schedule is not satisfactory. If so, Contractor shall revise and resubmit within five (5) calendar days.

D. Prepare and distribute copies of approved Schedule to Consultant, Owner, Contractor's subcontractors and other entities whose work will be influenced by schedule dates. Maintain a copy of approved Construction Schedule at Project site office.

3.2 UPDATING OF CONSTRUCTION SCHEDULES

A. Update the Construction Schedule whenever changes occur or are made, or when new information is received, but not less often than at the same intervals at which progress meetings are conducted.

B. In revising the Schedule show all changes **by saving the original schedule as a base line**. Indicate the actual progress or delay of each activity and show revised completion dates. Highlight the activities modified since previous submittal and indicate major changes in scope or revised projections due to changes in the Work (if applicable).

3.3 SCHEDULE AND CONTRACTOR'S REQUESTS FOR CHANGES TO CONTRACT SUM OR TIME

A. The Contractor shall indicate in his Change Proposals for all Contract modifications, if the durations of activities are affected, or if activities are added or activities deleted. The effect shall be indicated for each activity in cost and time as applicable. The Change Proposal shall indicate all additional costs and time impacts of whatever nature; reservations for future determination of impacts will not be allowed or considered. The Contractor shall submit a diagram of that portion of the Construction Schedule affected by the change showing the activities and their costs, man loading, durations and Contractor's subcontractor or trade responsibility. While changes of a minor nature may require little or no documentation of schedule impact, the Contractor shall be aware that in cases where time is involved, failure to submit such a diagram with the Change Proposal shall constitute a waiver of any claims for time extensions associated with the subject of that Change Proposal. When modifications in the Work are necessitated by Field Directives or other Consultant's authorizations prior to Change Proposal submissions to avoid delay, the Contractor shall furnish the Consultant within 10 calendar days of receipt of the authorizations which changed the Work the same information required for Change Proposals. Failure to do so shall constitute a waiver of any claims for time extensions associated with the subject of the work authorization or directive.

B. As applicable, the Contractor shall adjust the Schedule as needed, but not less than monthly, to reflect any adjustments in time related to negotiated or approved Contract modifications. The updated Schedule shall provide revised completion dates by incorporation of approved change order work and excusable delays, and re computation of all dates, durations and float in accordance with the newly incorporated dates. Such revised completion dates shall be the sole basis for time extensions and adjustments to the Contract completion date. Modified activity times to be used to determine the revised Project completion dates shall be agreed to by the Contractor, Consultant and Owner.

END OF SECTION 01 32 00

SECTION 01 32 20
CONTRACT REPORTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. General: This Section specifies administrative and procedural requirements for reports required for proper performance of the Work.

B. Reports required include:
1. Daily construction reports.
2. Field correction reports.
3. Special reports.

1.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Consultant and Owner at weekly intervals via jerryjr@reevesconsultinginc.com.

1. List of subcontractors at the site.
2. List of separate contractors at the site.
3. Approximate count of personnel by trade at the site.
4. High and low temperatures, precipitation, and general weather conditions.
5. Accidents (refer to Special Reports).
6. Meetings and significant decisions.
7. Unusual events (refer to Special Reports).
8. Stoppages, delays, shortages, losses.
9. Emergency procedures.
10. Orders and requests of governing authorities.
11. Field Directives, or Change Proposal Requests received; Change Proposals implemented.
12. Services connected, disconnected.
13. Equipment or system tests and start-ups.

B. Field Correction Report: When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report including a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Consultant and Owner immediately.

C. Special Reports: When an event of an unusual and significant nature occurs at the Project site, prepare and submit a special report. List the chain of events, persons participating, response by the Contractor's personnel, an evaluation of

the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 32 20

SECTION 01 33 00
SUBMITTALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Definitions
   2. General requirements
   3. Submittal schedule
   4. Submittal coordination
   5. Submittal format and preparation:
      a. Shop Drawings
      b. Samples
      c. Product Data
   6. Contractor review and responsibilities
   7. Consultant's review
   8. Return, resubmission and distribution

B. Refer to individual Specification Sections for identified equipment and material for which submittals are required.

C. Submittal will be required for each specification section separately.

D. Do not submit on equipment or materials not requested in the Specifications.

1.3 DEFINITIONS

A. Submittals: General term including samples, shop Drawings and product data, as applicable.

B. Samples: Physical examples prepared to illustrate materials, equipment or workmanship to be installed in the Project and to establish standards by which work will be judged as complying with Contract requirements.

C. Shop Drawings: Drawings, diagrams, illustrations, schedules and performance charts, prepared by the entity that is to do the work to illustrate that portion of the Work in detail.

D. Product Data: Dated, printed literature of a product manufacturer which describes product and installation procedures. Product data may include test and performance data, illustrations, standard brochures and special details.

E. Informational Submittals: Submittals indicated in the Contract Documents as to be submitted for information only.

1.4 GENERAL REQUIREMENTS

A. Submittals shall be in orderly sequence and timed to cause no delay in the Work.

B. Contractor shall commence no portion of the Work requiring submittals until submittal has been reviewed and accepted by Consultant.

C. Do not utilize submittal review process as a means of requesting substitutions or changes in the scope of the Work.

D. Job delays occasioned by requirement of re-submission of samples, shop Drawings and product data not in accordance with Contract Documents are Contractor's responsibility and will not be considered valid justification for extension of Contract time.

E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's review of shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop Drawings, product data, samples or similar submittals by the Consultant's review thereof.

F. The Contractor shall direct specific attention, in writing or on resubmitted shop Drawings, product data, samples or similar submittals to revisions other than those requested by the Consultant on previous submittals.

G. Resubmitted shop Drawings, product data, samples or similar submittals shall be complete and shall cloud or highlight the changes.

1.5 SUBMITTAL SCHEDULE

A. Submit to the Consultant and Owner a list of all required submittals organized and referenced by the sections of these Specifications with all information as required by the Owner. On the list, indicate the timing for submission of the required submittals and relationship to the construction sequence using the Submittal Template provided in this section. Submit the schedule to the Consultant within the date required for establishment and submission of Contractor's Construction Schedule.

B. Following approval by the Consultant of the submittal schedule, Contractor shall distribute copies to the Contractor’s subcontractors, suppliers and others required to comply with the submittal dates indicated. Maintain a copy in the field. When revisions are made, distribute to same parties that received initial document.

C. Maintain updated submittal schedule during course of the Work that shows status of all submittals. Provide copies for Consultant at progress meetings and when requested.

1.6 SUBMITTAL COORDINATION

A. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal to the Submittal Coordinator well in advance of performance of related construction activities to avoid delay.

B. Coordinate each submittal with other submittals and related activities—purchasing, fabrication, testing, delivery, etc.—that require sequential activity. Coordinate transmittal of different types of submittals for related elements of the Work so submittals can be reviewed concurrently. The Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

C. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals. If submittal must be reviewed within a certain time in order to maintain the progress of the Work, state so clearly on the submittal. Nevertheless, allow a minimum of fourteen (14) calendar days for the first processing of each submittal and allow even more time if the submittal must be coordinated with later submittals. Allow a minimum of seven (7) calendar days for processing of resubmittals. No extension of Contract Time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the Work to permit processing.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 SUBMITTAL FORMAT

A. Submittal Process:
1. All submittals shall be delivered via jerryjr@reevesconsultinginc.com by the Contractor.
2. Samples shall be photographed and delivered via jerryjr@reevesconsultinginc.com by the Contractor prior to physical samples being delivered to the Consultant.
3. All other documents required by the Contract Documents shall be submitted to jerryjr@reevesconsultinginc.com in the format stated.

B. Transmittals:
1. Submittals will be accepted only through transmittal from the Contractor to the assigned Submittal Coordinator. Submittals received from other entities will be returned without review or action.
2. Submittals must be accompanied by a transmittal form containing the following information:
   a. Project name.
   b. Submittal date.
   c. Transmittal number.
   d. Applicable Specifications Section number.
   e. To: Consultant's name and address.
   f. From: Contractor's name and address.

g. Name of applicable subcontractor(s), supplier(s) or manufacturer(s).
h. Submittal type (shop drawing, sample, product data, informational submittal).
i. Description of submittal.
j. Record of distribution.
k. Action marking.
l. List of any deviations from Contract Document requirements.
m. Comments.

C. Form, Size and Quantity:
1. Label each submittal with the following information:
a. Project name.
b. Date of submittal.
c. Contractor's name and address.
d. Consultant's name and address.
e. Subcontractor's name and address.
f. Supplier's name and address.
g. Manufacturer's name.
h. Specification section where the submittal is specified.
i. Numbers of applicable drawings and details.
j. Other necessary identifying information.
2. Provide a space on each submittal for approval stamp and notations.
3. For Shop Drawing or Product Data submittals larger than 8½" x 14" PDF format by email.
4. For Shop Drawing or Product Data submittals on smaller sheets (minimum size acceptable: 8½" x 11"; maximum size acceptable 8½" x 14") PDF format by email.
5. For Samples submit three (3) sets with transmittal to office of the Submittal Coordinator.
6. Contractor shall stamp and sign in red ink on all copies.

3.2 SUBMITTAL PREPARATION

A. Shop Drawing Preparation and Format:
1. Shop Drawings shall conform to the following content requirements:
a. Number Drawings consecutively
b. Indicate working and erection dimensions and relationship to adjacent work at accurate scale.
c. Show arrangements and sectional views, where applicable.
d. Show compliance with specific referenced standards, such as materials, gauges, thickness, finishes, and characteristics.
e. Name specific products or materials used.
f. Indicate anchoring and fastening details, including information for making connections to adjacent work.
g. Contractor shall make any and all modifications in red ink and shall sign in red ink.
2. Reference applicable details, sections and similar information from Drawings from which shop drawing data was developed; include applicable Specification Section numbers and names.
3. Do not reproduce Contract Documents or copy standard information as basis of shop Drawings. Standard information prepared without specific

reference to the Project is not considered shop Drawings.

B. Sample Preparation:
1. Three (3) sets of required samples shall be submitted for the Consultant's selection and review so as to maintain construction progress. Acceptance and color selections will not be made unilaterally where selections regarding adjacent materials must be made for purpose of aesthetics. Submit samples for adjacent and inter-related materials concurrently.
2. Prepare samples in sizes, shapes and finishes in accordance with provisions of individual Specification sections; attach documentation showing compliance. Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Submittals will be reviewed and returned with Consultant's selection indicated and other action as appropriate.
3. Samples furnished under this section are not to be confused with full-size, on- the- site "mock-ups," which may be specified in certain sections of the Specifications.
4. Keep one (1) set of final approved samples or sample sets at Project site for use during progress of the Work.

C. Product Data Preparation and Format:
1. Content:
a. Submit manufacturer's standard printed data sheets.
b. Identify the particular product being submitted; **submit only pertinent pages**.
c. Show compliance with properties specified.
d. Identify which options and accessories are applicable.
e. Include recommendations for application and use.
f. Show compliance with the specific standards referenced.
g. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
h. Identify dimensions which have been verified by field measurement.
i. Show special coordination requirements for the product.

3.3 CONTRACTOR'S REVIEW AND RESPONSIBILITIES

A. Where work is indicated "By others," Contractor shall indicate responsibility for providing and coordinating such work; whether by subcontractor or under separate contracts.

B. Contractor agrees that submittals processed by Consultant are not substitutions or changes in scope of the Work; that purpose of submittals by Contractor is to demonstrate that Contractor understands design concept; that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing fabrication and installation methods he intends to use.

C. Contractor represents by submitting samples, shop drawing and product data that he has complied with provisions specified above. Submissions made without

Contractor's approval indicated thereon will be returned without being reviewed for compliance with these requirements.

D. No portion of the Work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been reviewed and accepted by the Consultant, and Owner as required, as specified herein. All such portions of the Work shall be executed in accordance with accepted submittals bearing the Consultant's stamp.

3.4 CONSULTANTS' REVIEW AND ACCEPTANCE

A. Consultant's review and acceptance is only for conformance with design concept of Project and with information in Contract Documents. Consultant's acceptance of a specific item shall not indicate acceptance of an assembly in which item is a component. The Consultant's review is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, which remain the responsibility of the Contractor. When professional certification of performance characteristics of materials, systems, or equipment is required by the Construction documents, the Consultant shall be entitled to rely upon such certifications to establish the materials, systems or equipment will meet performance criteria required by the Construction documents.

B. Consultant will review each submittal, mark it with appropriate action, and return it to Contractor with reasonable promptness, except where it must be held for coordination, and the Contractor is so advised. Submittals will be marked by Consultant as follows:
   1. "Reviewed" indicates the submittal has been reviewed for conformance with design and no exceptions are taken. Proceed with the work.
   2. "Make Corrections as Noted" indicates Contractor may proceed with the work as noted.
   3. "Amend and Resubmit" indicates submittal has to be revised and resubmitted for review prior to proceeding with the work.
   4. "Rejected, See Remarks" indicates that the submittal does not comply with Contract Documents.

C. Submittals required to be submitted "for Consultant's information only" are required to demonstrate that the Work complies with performance requirements of the Contract Documents. Such submittals, if acceptable to Consultant, will not be returned to Contractor.

3.5 SUBMITTAL RETURN, RESUBMISSION AND DISTRIBUTION

A. Consultant will return the following reviewed and accepted submittals for printing and distribution by Contractor:
   1. Samples: One (1) set, unless additional sets were submitted because of needs of Contractor's subcontractors or suppliers.

B. Resubmissions: In making resubmissions, follow the same procedures and formats required for original submissions. Make corrections and changes indicated by Consultant on unacceptable submissions. In resubmission transmittals, identify

clearly and direct specific attention to any revisions other than corrections requested by Consultant on previous submissions. Two or more resubmissions of the same submittal will incur Consultant review fees which will be charged back to the Contractor in the form of a deductive change order.

C. Distribution:
   1. Contractor is responsible for obtaining and distributing copies of submittals to his subcontractors and material suppliers after final acceptance. Prints of reviewed shop Drawings shall be made from reproducibles that carry the Consultant's appropriate stamp.
   2. Contractor shall maintain a file of accepted submittals bearing the Consultant's stamp for duration of Project, which shall be delivered to Owner as a part of the Project's Record Documents.
   3. The Contractor's superintendent also shall maintain an orderly file of all accepted submittals at the Project site. In the event that the Consultant or Owner should question the installation of any aspect of the Work requiring accepted submittal data, the inability of the superintendent to produce the required accepted submittal data upon demand shall constitute cause for a "stop work" order to be issued on that particular questioned aspect of the Work and all relevant appurtenant work. The cause shall be equal to the Contractor's not having received required acceptance of the submittal data. If so issued, such "stop orders" shall not be considered valid justification for extensions of Contract time or claims for additional monetary compensation.

END OF SECTION 01 33 00

SECTION 01 45 00
QUALITY CONTROL PROCEDURES

PART 1 – GENERAL

1.1 QUALITY ASSURANCE.

A. Qualifications of manufacturers and installers shall be as indicated in individual sections of the Specifications.

B. Manufacturer's field personnel shall be employed directly by the manufacturers and normally perform the activities specified.

C. Qualifications of a Testing Agency, if utilized by Contractor, shall include the following criteria:
   1. Testing Agency shall meet "Recommended Requirements for Independent Laboratory Qualification" latest edition, published by The American Council of Independent Laboratories.
   2. Testing Agency shall be acceptable to Consultant and shall have been regularly engaged in services specializing in types of inspections and tests to be performed for a minimum of five (5) years. If requested by Consultant, submit evidence of satisfactory completion of services performed on projects of similar type and scope within specified period.
   3. Testing Agency shall be authorized to perform services by authorities having jurisdiction in State of Georgia.
   4. Testing Agency's on-site personnel shall be qualified and certified in the fields of testing required for the Project.
   5. Testing Agency shall have AASHTO Certified in the state of Georgia.
   6. Testing Agency shall have GDOT Certification.

D. Testing Equipment shall be calibrated at reasonable intervals with devices of an accuracy traceable to the National Bureau of Standards (NBS) standards or to accepted values of actual physical constants.

1.2 COORDINATION, SEQUENCING AND SCHEDULING

A. Contractor shall coordinate its sequence of activities with any Testing Agency engaged to perform inspections, tests and similar services to accommodate required work with a minimum delay.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 GENERAL

A. Provide work of the specified quality level; where quality level is not indicated, provide work of quality customary in similar types of work.
   1. Where codes, laws, or regulations require work of higher quality or performance, provide work complying with those codes, laws, and regulations.

2. Where two or more quality provisions of the Contract Documents conflict, comply with the most stringent requirement; where requirements are different but apparently equal, and where it is uncertain which requirement is most stringent, obtain clarification from the Consultant before proceeding.
3. Actual quality may exceed the specified quality; verify that such differences are acceptable to the Owner (other criteria may make excessive quality undesirable).

B. Manage and control products, subcontractors, suppliers, manufacturers, site conditions, installers, and workmanship in such a manner as to produce work of the specified quality. Use installers who are capable of producing work of specified quality.

C. Perform all quality control activities specified unless indicated to be performed by other entities.

3.2 INSPECTING

A. Perform inspections specified. When inspections reveal unsatisfactory work, make whatever changes or repairs are necessary and re-inspect. Submit a report of each original inspection and each re-inspection.

3.3 MANUFACTURERS' FIELD SERVICES

A. Manufacturers’ field services are specified in other sections of the Specifications.

B. If Consultant or Owner should be present, provide Consultant and Owner with a timely notice of site visit so Consultant and Owner may be present. After site visit, submit a report that records:1) site conditions, installer procedures, and related activities that are not as recommended by the manufacturer; and 2) instructions and recommendations provided by the representative that differ from manufacturer's standard printed instructions.

3.4 REPAIR AND PROTECTION

A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities or exposed finishes. Comply with requirements of any references to cutting and patching in other divisions of the Specifications.

B. Contractor shall be responsible for repair and protection of existing items scheduled to remain.

END OF SECTION 01 45 00

SECTION 01 50 00
TEMPORARY FACILITIES, CONTROLS AND SERVICES

PART 1 – GENERAL

1.1 PROJECT CONDITIONS AND SCHEDULING

A. Comply with requirements of regulations, governing authorities and public utilities as to type, quantity, location and use of temporary facilities, utilities and services. Secure and maintain copies of permits, inspection reports or approvals for installation and use of temporary facilities and utilities.

B. Maintain required temporary facilities until not needed or until Substantial Completion. Exceptions to this requirement may be made by Owner as indicated in above paragraph.

1.2 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
   1. Building code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, fire department, and rescue squad rules.
   5. Environmental protection regulations.

B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alteration, and Demolition Operations,” ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”.

PART 2 – PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES

A. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical or aerated recirculation. Provide units properly vented and fully enclosed with a glass-fiber- reinforced polyester shell or similar nonabsorbent material. Provide hand washing and/or sanitizing stations.

B. Fire Extinguishers: Provide hand-carried portable UL-rated Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL- rated Class ABC, dry chemical extinguishers or a combination of extinguishers of NFPA recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION

A. Use qualified personnel or services for installation of temporary facilities. Provide each facility ready to use when needed to avoid delay. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as needed. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 CONSTRUCTION SUPPORT FACILITIES

A. Provide a dedicated area for the storage of tools and equipment within each phased work area. The Contractor will be required to secure all tools at the conclusion of each work day and maintain a log of equipment and tools located on site. Combustibles and hazardous materials shall not be stored overnight or at any time when construction personnel are not present. The Contractor shall notify the Owner and all such materials shall be approved prior to bringing them on-site.

B. Temporary Enclosures: As required by the progress and sequencing of the Work, provide temporary enclosures for protection of the general public.
   1. Maintain protective barriers, vehicular barriers, temporary fencing, dust control barriers and sound control devices as needed for all phases of construction until final completion of the Project. Barriers and devices shall be coordinated with the staging and sequencing of the Work. Contractor shall be responsible for replacing established protective barriers and devices damaged or removed during construction and shall install any additional protection devices as required to perform the Work under this Contract.
   2. Provide temporary signs as required. Install signs where needed to inform personnel, vendors and public seeking entrance to the Project.
   3. Security, access and working requirements will be discussed at length during the preconstruction meeting and are outlined in Division 0 of these specifications.
   4. The Contractor is responsible for all temporary construction, phasing, scheduling, material deliveries, and other items that affect the sequence of construction or scheduling of the Project.

C. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project’s needs. Provide applicable paper goods in support of each facility. Provide covered waste containers for used materials.
   1. Toilets: Provide and maintain temporarily sited and self-contained toilet units until Substantial Completion on all Work.
   2. Wash Facilities: Provide and maintain a safety shower/eye wash facility with potable water at a location convenient for personnel.
   3. Drinking Water Facilities: Provide drinking water canisters or fixtures at convenient locations on the Project site. Include cup supply.

3.3 TEMPORARY UTILITIES AND SERVICES

A. Telecommunications Services: Maintain cell phones for Project Manager and Superintendent.

B. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere on Project site **DAILY**. **Dedicated dumpsters for construction debris shall be provided.** Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold waste materials more than 7 calendar days during normal weather or 3 calendar days when the temperature is expected to rise above 80 deg.

C. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containing properly. Dispose of material lawfully.

3.4 VEHICULAR ACCESS AND PARKING

A. Haul Routes: The Contractor shall be responsible for ensuring that trucks providing delivery and/or hauling services to or from the Project site shall properly cover loads. Contractor shall keep the roads to the Project site and the Project site clear, free of mud, dirt, debris, or other materials that are deposited as a result of Contractor's hauling and delivery services. The Contractor is responsible for coordinating and scheduling hauling activities so that the traffic flow on the access road to the Project site is not disrupted at any time.

B. Parking Areas: All parking for Contractor's employees, subcontractors' employees, and for vendors, delivery men, and visitors shall be on the Project site and in designated areas provided by the City.

C. Traffic Control: The Contractor shall provide all traffic control on streets or drives adjacent to or on the Project site that is needed to facilitate the Contractor's Work and protect the public from activities associated with such work. These controls shall include signs, signals, barricades and flagmen, as necessary. The Contractor shall comply with all local, state, federal rules and regulations concerning the placement and use of traffic control devices. Contractor to submit traffic control plans as required by GDOT.

3.5 TEMPORARY PROTECTION AND CONTROL

A. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Maintain protective barriers, tree protection and erosion control devices until Final Completion of the Project. Contractor shall be responsible for replacing established protective barriers, tree protection and erosion control devices damaged or removed during construction and shall install any additional protection devices as required to perform the Work under the Contract.

3.6 MAINTENANCE, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until Project completion.

C. Termination and Removal: Unless the Consultant requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference from the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are the Contractor’s property. The Owner reserves the right to take possession of Project identification signs.
   2. Remove all trash and debris and restore areas to conditions required by the Contract.

END OF SECTION 01 50 00

SECTION 01 63 00
PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:
   1. Divisions 2 through 09 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PROCEDURES FOR SUBSTITUTION REQUESTS DURING BIDDING

A. If Contractor wishes to use products different from those indicated in the Contract Documents, the Contractor shall make a written application as described herein. The burden of proving equality of proposed substitutions shall rest with the Contractor. Substitution requests submitted directly by subcontractors or suppliers will NOT be considered. Substitutions will not be considered for acceptance when acceptance will require substantial revision of Contract Documents.

B. Except as described elsewhere herein, requests for substitution will be considered only during the bidding period. Requests for substitutions must reach the office of the City by the deadline established in the Instructions to Bidders for the receipt of questions and interpretations. Requests received by the Owner after this date will not be considered. Acceptable substitutions will be added to the Contact Documents by addendum; no verbal approvals will be valid

NOTE: SUBSTITUTION REQUESTS, OR APPROVED MANUFACTURER REQUESTS SHALL BE SENT DIRECTLY TO THE CONSULTANT VIA jerryjr@reevesconsultinginc.com

C. Contractor shall submit written request with complete data substantiating compliance of the proposed product with requirements of Contract Documents. Submit request on a standard form, with three (3) copies of each request and supporting data. Only one request for each product will be considered. Include the following data with the request:
   1. Project name.
   2. Contractor name.
   3. Date of request.
   4. Identification of product by Specification reference.
   5. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
      a. Product identification, including manufacturer's name and address.
      b. Manufacturer's literature; identify:
         1) Product description.
         2) Reference standards.
         3) Performance and test data.
         4) Manufacturer's recommendations for use and installation.
         5) Dimensions and space requirements.
      c. Samples, as applicable.
      d. Drawings, as applicable.
      e. Name and address of similar projects on which product has been used, and date of each installation.
      f. Reports from independent testing laboratories, verified experience records from previous users and other printed or written information valid in the circumstances will be considered.
   6. Provide an itemized comparison between proposed substitution and product specified; list all variations AND a detailed explanation of how the proposed product meets or exceeds the requirements of the specifications. Website addresses are NOT an acceptable means of compliance with this requirement. Neither the Owner nor the Consultant will perform ANY research in connection with product substitutions. It is the responsibility of the proposer to demonstrate full compliance with these specifications and basis of design products.
   7. Net amount of change in Contract Sum (if applicable).
   8. Information on any changes caused in construction schedule.
   9. Description of any changes that will be required in other work or products if substitute product is accepted.
   10. Designation of availability of maintenance services and sources of replacement materials.

NOTE: SUBMISSIONS THAT DO NOT INCLUDE ALL INFORMATION WILL BE DEEMED INCOMPLETE AND NOT CONSIDERED.

D. Consultant's determination of acceptability of proposed submissions will be made based only on data submitted. In accepting a substitution, the Consultant does not warrant that the product meets all express requirements of the Contract Documents.

The approved substitution is subject to the same subsequent review and approval procedures as the products originally specified.

E. Contractor shall coordinate all required components and accessories required to make any substitution complete and operable as intended by the basis of design product indicated in the contract documents including all work required for installation of accepted substitutions with interfacing work. The contractor shall bear any and all design costs required to make approved changes in the Work to properly incorporate substitutions. The contractor shall waive all claims for time and additional costs related to use of acceptable substitutions which become apparent following acceptance, including electrical, structural, mechanical, and plumbing requirements associated with the proposed substitution.

F. Substitute products shall not be ordered or installed without written acceptance by the Consultant and Owner. Unless substitutions are received and approved as described above, the Contractor shall be responsible for furnishing materials or products in accordance with the Contract Documents.

3.2 SUBSTITUTION REQUESTS OUTSIDE OF BIDDING PERIOD

A. Substitutions will not be considered between the bid date and award of the Contract.

B. In the event that specified items cannot be delivered to the Project site and incorporated into the Work at such times and in such quantities as to cause no delay, provided timely orders are placed, then Contractor may request a substitution in the manner described in this section. Should the accepted substitution provide a cost savings, the contract sum will be adjusted by Change Order with Owner receiving the benefit of the net savings. No increase in the Contract Sum will be allowed on substitutions made after the receipt of bid except where the Contractor can verify a timely placement of orders appropriate to the materials and conditions involved. Contractor's inability to obtain specified items due to failure to place timely orders will not be considered reason for authorizing substitutions. Substitutions will not be considered when they are indicated or implied on shop drawings or product data. Substitution requests shall be submitted by the Contractor to the Consultant via jerryjr@reevesconsultinginc.com

C. A substitution also may be considered after contract award when the proposed substitution provides a definitive reduction in the Contract Sum. Submittal and consideration of said substitutions shall be at the direction and discretion of the Owner. The process for review of such substitutions will be as described in this section.

3.3 PRODUCT EVALUATIONS

A. In making a formal request for a substitution the Contractor represents that:
   1. They have investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.
   2. They shall provide the same warranties for substitutions as for product specified.

3. They shall be responsible for determining that materials requested for substitution are free of known hazardous substances.
4. They shall coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be completed in all respects.

END OF SECTION 01 63 00

SUBSTITUTION REQUEST

DATE:

SPECIFIED ITEM:

Section Line Number Paragraph Description:

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct: The proposed substitution does not affect dimensions shown on drawings.

The undersigned will pay for changes to the building design, including engineering design, detailing, and construction cost caused by the request substitution.

The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.

Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Cost Savings: _____

Cost Increase: _____

Time Savings (days): _____

Time Increase (days): _____

Submitted by:_____

Signature:_____

Address:_____

Date:_____

Telephone:_____

Attachments: :_____

NO SUBSTITUTION REQUEST IS APPROVED UNLESS IT IS INCLUDED IN THE CONTRACT DOCUMENTS BY ADDENDUM OR CHANGE ORDER.

All Approved Substitutions will be listed by Addendum or issued as a Change Order.

SECTION 01 65 00
MATERIAL AND EQUIPMENT HANDLING AND STORAGE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section Includes:
   1. Procedures for transportation and handling.
   2. Procedures for delivery and receiving.
   3. Procedures for storage.

1.3 DESCRIPTION

A. Requirements of this Section are general in nature. Refer to individual sections of the Specifications for additional, specific requirements.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 PROCEDURES FOR TRANSPORTATION AND HANDLING

A. Require suppliers to deliver manufactured Products to Project site in manufacturers' original packaging with labels and seals intact. Labels shall indicate manufacturer, product name, application instructions and fire resistive classifications.

B. Require suppliers to package products and materials in a manner that will protect them from damage during shipping, handling and storage. Arrange to transport products and materials by methods that avoid damage.

3.2 PROCEDURES FOR DELIVERY AND RECEIVING

A. Provide labor and equipment adequate to handle delivery of products and materials by methods that prevent damage. Provide additional protection as necessary during handling to prevent damage to products and packaging. Lift large and heavy components at designated lift points only.

B. Schedule deliveries to minimize long-term storage at the Project site and prevent over-crowding of construction spaces. Coordinate deliveries with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged or sensitive to deterioration, theft and other losses.

C. Promptly inspect all materials and products upon delivery to ensure proper material, color, type and quantity, and to ensure that materials are undamaged and properly

protected. Verify compliance with requirements of Contract Documents and approved submittals.

D. Clearly mark partial deliveries to identify contents, permit easy accumulation of entire delivery and facilitate assembly.

3.3 PROCEDURES FOR STORAGE

A. Store materials and equipment in a safe and protected manner. Observe manufacturer's recommendations for positioning, separation and ventilation, as applicable.

B. Store materials at the Project site in a manner that will facilitate inspection, measurement, or counting of units. Store unpacked or loose products on shelves, in bins, or in neat groupings of like items.

C. Flammable or Hazardous Materials:
   1. Store minimum quantities in protected areas.
   2. Provide appropriate type fire extinguisher near said storage areas.
   3. Observe manufacturer's precautions and applicable ordinances and regulations.
   4. Flammable and Hazardous Materials shall not be stored inside.

END OF SECTION 01 65 00

SECTION 01 73 00
CONSTRUCTION EXECUTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. General examination requirements
   2. General installation procedures and requirements
   3. Installation requirements for components
   4. Safety precautions and requirements
   5. Phasing Requirements

1.3 DEFINITIONS

A. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse; resulting in soiling, marring, breakage, corrosion, rotting or impairment of function.

B. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 GENERAL EXAMINATION REQUIREMENTS

A. Prior to performing work, examine the applicable conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.

B. Conditions that could have been discovered by examination of Project site and Drawings will not be allowed as cause for claims for extra work. These conditions include:
   1. Underground utilities.
   2. Existing facilities, structures and appurtenances, on the site of the Project with which the Contractor must coordinate during construction and that can be reasonably discerned.
   3. Space requirements of items shown diagrammatically on Drawings.
   4. Limitations on transport and storage of materials and equipment.
   5. Locations of points of connections to utilities.

3.2 GENERAL PREPARATION REQUIREMENTS

A. Take field measurements as required to fit work properly and recheck measurements prior to installing each product. Notify Consultant promptly of

any discrepancy in dimensions between Drawings and field measurements that will affect a current or anticipated installation.

3.3 WORKING TIMES

A. The basic hours of work for the Contractor shall be 7:00 a.m. through 5:00 p.m., Monday through Friday within City of Duluth but Contractor shall follow work and noise ordinances based on Authority Having Jurisdiction (AHJ). No work will be allowed outside of these hours unless scheduled in advance. The Contractor shall notify the Owner **72 hours in advance** for scheduling off-hours work.

3.4 GENERAL CONSTRUCTION PROCEDURES

A. All construction shall be in accordance with all applicable federal, state, and local codes and regulations.

B. Accurately locate the work and components of the work.

C. The Contractor is responsible for all temporary construction, phasing, scheduling, material deliveries, and other items that affect the sequence of construction or scheduling of the Project and shall coordinate with the Owner's facility operations.

D. The Contractor shall verify location of existing utilities before commencing work, and care shall be taken to protect all utilities which are to remain.

3.5 CLEANING AND PROTECTION

A. Keep the work site free of waste materials and debris; remove such waste periodically. Maintain level of cleanliness necessary for proper execution of the work.

B. Remove debris from concealed spaces and pipes.

C. Keep installed work clean, and clean again when soiled by other operations. Protect installed work from damage.
   1. Provide protective coverings for work that may be damaged by subsequent operations.
   2. Maintain protective coverings until date of Substantial Completion.

3.6 SAFETY PRECAUTIONS AND REQUIREMENTS

A. Take precautions to prevent fires and to facilitate fire-fighting operations.
   1. Store flammable materials in non-combustible containers, store away from potential fire sources; remove flammable waste regularly; provide adequate ventilation when using flammable or explosive substances.
   2. Carefully supervise the operation of potential fire sources including on-site welding and cutting.
   3. Keep temporary and permanent firefighting facilities readily accessible; keep firefighting routes open.

B. Take precautions to prevent accidents due to physical hazards.
   1. Provide barricades, signs and warning lights as required to protect personnel and public from hazards and inform them thereof. Barricades and temporary safety railings shall comply with applicable safety regulations.
   2. Provide and require use of safety equipment, clothing and accessories as required by the construction activity and applicable safety regulations. This is a hard hat job; protective headgear must be worn at all times in the construction period.

C. Take precautions to prevent pollution of air, water and soil.
   1. Comply with government regulatory requirements for disposal of waste.
   2. Do not dispose of volatile wastes such as petroleum products or other chemicals in storm or sanitary drains or on the grounds surrounding the Project site.
   3. Do not handle or dispose of waste materials, debris, cleaning compounds or other chemicals in a manner that will be harmful to plant life at Project site and grounds adjacent to the Project site.
   4. Comply with regulations and authorities having jurisdiction over safety and environmental standards affecting the Project.

D. Take precautions not to allow noxious fumes, gases, or excessive amounts of dust to leave the work area. Notify the Owner at least 24 hours in advance of any scheduled activities that might lead to such emissions.

E. Provide temporary supports and construction as required to prevent movement, collapse, or structural failure of site work items or any elements thereof.

F. Locate and mark all overhead utility lines in areas of work and access points.

G. Use of tobacco products; i.e., cigarettes, vaping, snuff, chewing tobacco, etc.; is strictly prohibited on all City property.

H. Use of mobile phones, smartwatches, tablets, etc., is prohibited on the work site except for Contractor Supervision personnel and Subcontractor foremen.

I. Contractor to comply with all City and local government noise ordinances, as well as days and times which construction activities are allowed as per Authorities Having Jurisdiction (AHJ).

3.7 PHASING REQUIREMENTS

A. Refer to section “Project Phasing”.

END OF SECTION 01 73 00

SECTION 01 73 50
CUTTING AND PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Description
   2. Submittals
   3. Materials
   4. Examination prior to implementation
   5. Preparation
   6. Workmanship
   7. Cutting
   8. Patching
   9. Cleaning

1.3 DESCRIPTION

A. Contractor shall be responsible for cutting, and patching required to complete the Work including the following:
   1. Removing and replacing defective work or work not conforming to requirements of Contract Documents.

B. Costs incurred defective work shall include costs for services of Owner’s consultants.

1.4 SUBMITTALS

A. Prior to cutting and patching of work in place, the Contractor shall submit a written action plan to the Consultant. This action plan shall be submitted at least three (3) calendar days in advance of performing any cutting or alterations and shall meet the requirements set forth in this section.
   1. The written action plan must be submitted in advance of any cutting that affects the following:
      a. Work of Owner or any separate contract.
      b. Aesthetic qualities of visually exposed elements.
   2. The Contractor shall include the following information in the action plan:
      a. Identification of Project.
      b. Description of affected work.
      c. Extent of cutting and patching and how it is to be performed; indication of why it cannot be avoided.
      d. Anticipated results in terms of changes to demolition; including changes to other significant visual elements.
      e. Products proposed for use.

f. Firms or entities that will perform the work.
g. Utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
h. Alternate methods, if applicable.
i. Dates and times when cutting and patching work is to be performed.

3. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in section Product Substitution Procedures.

B. Approval by the Consultant to proceed with cutting and patching does not waive the Consultant's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials for patching and replacement of work removed: Comply with Specification Sections for type of work to be performed. Use materials identical to original installed materials. If identical materials cannot be used where exposed surfaces are involved, use materials that match original adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of original materials installed.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Prior to proceeding with work, examine Project conditions and surfaces to receive work including elements subject to damage or movement during cutting and patching operations. Take corrective action if unsafe or unsatisfactory conditions are encountered or anticipated.

B. After cutting, uncovering or removing, inspect conditions affecting installation of products or performance of further work. If unsatisfactory or questionable conditions are encountered, report such conditions in writing to Consultant and do not proceed with work until Consultant has provided further instructions.

3.2 PREPARATION

A. Temporary Supports: Provide adequate temporary supports for work to be cut and as necessary to insure the structural integrity of the affected portion of the work.

B. Protection:
1. Protect adjacent construction during cutting and patching work to prevent damage. Provide all materials, devices and methods as required to protect work and adjacent surfaces.
2. Take precautions necessary to avoid cutting operable pipes, conduits or ductwork serving the building including those scheduled to be removed or relocated until provisions have been made to bypass them

3. Protect portions of the work that may be exposed to the elements by cutting and patching.

3.3 WORKMANSHIP

A. Employ skilled workers to perform cutting and patching work. To the greatest extent possible, retain installers or fabricators to perform cutting and patching work, especially for visually exposed finished surfaces and weather-exposed, waterproofed or moisture resistant elements.

B. Perform demolition and cutting work by methods that will not damage adjacent construction and will provide proper surfaces for patching work.

C. Execute work, by methods which will prevent settlement or damage to other work.

D. Elements of a structural or supporting nature, including those which are concealed and exposed after removal of work for repairs or patching, shall be inspected and the Consultant notified should additional work be indicated due to loss of structural integrity, rot, rust, corrosion or other similar conditions.

E. Restore work that has been cut and removed so that completed Work is in accordance with requirements of Contract Documents. Perform all installations, fittings, and adjustments of materials or products to comply with manufacturers' product data, its intended functions, specified tolerances and finishes.

F. Fit restored work airtight around pipes, sleeves, ducts, conduit and other penetrations through surfaces.

G. Refinish surfaces to provide an even, uniform finish to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

3.4 CUTTING

A. Perform cutting using methods least likely to damage adjoining construction or elements to be retained. Where possible, review proposed procedures with original installer; comply with original installer’s recommendations.

B. Where cutting is required, use tools designed for sawing, cutting and grinding, not hammering or chopping. Cut openings neat to sizes required with minimum disturbances to adjacent surfaces. Cut or drill from exposed or finished side into concealed surfaces to avoid marring finished surfaces.

C. Perform cutting through concrete or masonry using cutting machines designed for this purpose such as carborundum saws or diamond core drills.

3.5 PATCHING

A. Patch with methods and materials that are the least obvious. Restore exposed finishes of patched areas and adjacent areas in a manner that will be indistinguishable in the finished Work.

B. Where possible, inspect and test patched areas to demonstrate the integrity of installation.

3.6 CLEANING

A. Clean areas and spaces where cutting and patching has been performed or where such work areas were accessed.

END OF SECTION 01 73 50

SECTION 01 74 00
CLEANING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for cleaning during construction and final cleaning prior to Substantial Completion.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section "Construction Execution".
   2. Special cleaning requirements for specific elements are included in appropriate Sections of Divisions 2 through 09.

PART 2 – PRODUCTS

2.1 MATERIALS (NOT USED)

PART 3 – EXECUTION

3.1 CLEANING DURING CONSTRUCTION

A. During construction period, Contractor shall keep the Project site, and adjacent properties free from accumulation of debris and waste materials at all times. The Contractor shall execute all cleaning procedures necessary to maintain these conditions.

B. Provide adequate on-site containers for waste collection. Place all waste materials and debris in said containers in an expeditious manner to prevent accumulation. Remove waste from Project site when containers become full. Legally dispose of all such waste and debris off Project site. Dispose of no materials in adjacent waterways.

C. Control windblown dust and materials subject to blowing. Wet down materials as necessary to prevent such occurrences.

D. Allow no accumulation of food scraps or organic debris that may contribute to spread of rats, roaches, and other vermin.

E. Allow no graffiti or similar distasteful comments or illustrations to be authored on building materials or on any temporary or permanent construction on the Project site. Contractor shall monitor the Project for violations of this item, and shall take action to clean, cover, or replace subject materials as necessary.

3.2 FINAL CLEANING

A. Prior to Date of Substantial Completion, clean all finished surfaces. All said cleaning shall be performed prior to Contractor's request that the Project or portion thereof be inspected for Substantial Completion. For the "final cleaning" employ experienced workers or professional cleaners.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
2. Sweep paved areas and concrete surfaces broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Remove petrochemical spills, stains, and other foreign deposits.
4. Remove tools, construction equipment, machinery, and surplus material from the site which is not required to be turned over to the Owner.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar places.
7. Broom clean concrete floors in unoccupied spaces.
8. Vacuum clean carpet and similar soft services, removing debris and excess nap. Shampoo if required to remove all stains.
9. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vison-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
10. Remove labels that are not permanent labels.
11. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or replaced or that already show evidence of repair or restoration.
    a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
12. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
13. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
14. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
15. Clean ducts, blowers, and coils if units were operated without filters during construction.
16. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
17. Leave the Project site clean.

C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully. Comply fully with federal, state and local environmental and antipollution regulations.

3.3 GENERAL SITE MAINTENANCE

A. Take precautions to prevent pollution of air, water and soil.
   1. Do not burn or bury waste materials or debris on Project site. Comply with government regulatory and legal requirements for disposal of waste.
   2. Do not dispose of volatile wastes such as paint, mineral spirits, oils or paint thinner in storm or sanitary drains, on pavements or in gutters of Project site.
   3. Do not handle or dispose of waste materials, debris, cleaning compounds or other chemicals in a manner that will contaminate the soil or be harmful to plant life on the Project site.
   4. Comply with laws, rules regulations, ordinances, codes and authorities having jurisdiction over safety and environmental standards affecting the Project.

B. Minimize discharge of rainwater and effluent into sewer and adjacent waterways.
   1. Provide temporary means of drainage to prevent flooding and ponding on the Project site.
   2. Prevent site erosion due to stormwater runoff.
   3. Control sediment discharges; filter out soil, debris and contaminants.
   4. Comply with all laws, rules, regulations, ordinances, codes and other legal requirements governing erosion control and stormwater runoff both on the Project site and leaving the Project site.

C. Keep adjacent public ways free of debris, hazardous and unsanitary conditions and nuisances. Provide adequate traffic control by means of signs, signals and flagmen, as necessary.

END OF SECTION 01 74 00

SECTION 01 77 00
CONTRACT CLOSE-OUT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Substantial Completion Procedures
   2. Final Completion Procedures

1.3 DEFINITIONS

A. Substantial Completion: The time at which the Work is sufficiently complete in accordance with the Contract Documents so that the City can occupy or use the Work for its intended purpose without disruption.

B. Final Completion: The stage at which all the Work has been satisfactorily completed in accordance with the Contract Documents and all required close-out documents and other required deliverables have been provided, and approved, to the Consultant and Owner.

C. List of Incomplete Work: A comprehensive list of items to be completed or corrected, prepared by the Contractor for the purpose of obtaining certification of Substantial Completion. This list is also referred to as a “punch list.”

1.4 SUBSTANTIAL COMPLETION PROCEDURES

A. The Consultant and Owner will perform one (1) inspection for Substantial Completion, upon the written request of the Contractor. One Certificate of Substantial Completion will be issued; this certificate will include all of the Work and not a portion or portions. If the Consultant is unable to issue the Certificate of Substantial Completion because the Work is not considered to be substantially complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Consultant’s services.

B. Prior to requesting Consultant's inspection for Certificate of Substantial Completion, complete the following activities and list all known exceptions in the request:
   1. Obtain any applicable permits from authorities having jurisdiction. Said certificates and permits (if applicable) shall enable City to have full and unrestricted use of the Work, and unrestricted access to services and utilities.
   2. Remove all temporary facilities from the Project site.
   3. Complete all other activities specified by the Contract Documents to be completed before Substantial Completion.

C. Prior to requesting Consultant's inspections for Substantial Completion, complete the following submittals:
   1. List of incomplete work and cost associated with incomplete work.
   2. All submittals specified in the Contract Documents to be completed before Substantial Completion.

D. On receipt of a written request for inspection, the Consultant and Owner will either proceed with inspection or advise the Contractor of unfilled requirements. The Consultant will prepare the Certificate of Substantial Completion following the inspection or advise the Contractor of Work that must be completed or corrected before the Certificate will be issued. In the latter case, any follow-up inspections that must occur prior to granting Substantial Completion will be considered additional services by the Consultant and will be compensated by the Contractor. The Certificate of Substantial Completion will be accompanied as necessary by a list of deficient work items (a Punch list) that must be completed or corrected by the Contractor prior to them requesting an inspection by the Consultant and Owner for final acceptance and final completion of the Project.

E. Upon completion of the inspection and determination that the Work is substantially complete; the Consultant shall prepare a Certificate of Substantial Completion (on AIA Form No. G704, 2017 edition, or its equivalent) establishing a date when the Project is sufficiently complete and suitable for the use it is intended and identifying a Punch list. The Consultant and City shall execute said Certificate.

F. The Contractor shall coordinate with the Owner the transfer of the building’s utilities to the Owner’s account.

1.5 FINAL COMPLETION PROCEDURES

A. The Contractor's written request for final inspection and final application for payment may coincide. The Consultant will perform only one inspection for Final Completion, upon the request of the Contractor. The Contractor should take care that all requirements for Final Completion as indicated in the paragraphs below have been completed prior to submitting their request. If the Consultant is unable to issue the certificate for final payment because the Work is not complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Consultant’s services.

B. Prior to requesting Consultant's final inspection for certificate of Final Completion and Final Payment, complete the following items and list any known exceptions in the request:
   1. Submit a copy of the Punch list of itemized work to be completed or corrected, stating that each item has been completed, corrected or otherwise resolved for acceptance.
   2. Submit final pay application accounting for all changes in Contract Sum, with final releases and support not previously submitted and accepted, including Consent of Surety to Final Payment.
   3. Submit, workmanship bonds, maintenance agreements, final certifications and similar documents required by Contract Documents or related to installed equipment and materials. Submit required closeout submittals listed herein.

C. Closeout Submittals:

1. Warranties: In accordance with Contract Documents, Contractor shall furnish their two-year workmanship warranty and 20-year manufacturers material warranty in writing, on the form bound hereinafter. Warranties for a longer period of time may be required by the Specifications. These warranties of a longer period also shall be assembled and submitted. Unless otherwise specified, all warranties shall commence on the Date of Substantial Completion. The warranties shall state the date on which they expire.
2. Statutory Affidavit: Before final closeout of the Work, the Contractor and Subcontractors shall furnish a Statutory Affidavit in the form attached to this section.
3. Inspection Reports (as required): Secure and submit to the Owner, through the Consultant, a certification from the local government agency or agencies having jurisdiction that the construction has been inspected and that the Project is acceptable.
4. Certificate of Substantial Completion and Fire Marshal Certificate of Occupancy (if applicable) and Certificate of Final Completion:
5. On final inspection of the Project, submit a Certificate of Final Completion verifying that Punch list items are complete and that all close out documents and payments are in order (as shown by the accompanying Project Close-Out Check-Off List), and establishing the Date of Final Acceptance.
6. Project Record Documents, Maintenance & Operations Manuals, Materials & Services List, and Closeout Documents (warranties in excess of 1 year, attic stock, O&M data)

PROJECT CLOSE-OUT CHECK-OFF LIST

DOCUMENTS	NO. OF COPIES	DATE RECEIVED
Contractor's Warranty	_____	_____
Statutory Affidavit (Contractor's)	_____	_____
Statutory Affidavit (Sub-contractors')	_____	_____
Record Drawings (As-builts)	_____	_____
O&M Manuals with Approved Submittals	_____	_____
Training Manuals and Videos	_____	_____
Fixed Assets Log (as shown at the end of this section)	_____	_____
Conducted Owner Trainings (refer to Section 01 81 50)	_____	_____

CLOSE-OUT CHECK-OFF LIST
(Continued)

Special Warranties (beyond one-year limit): (List appropriate warranties)	NO. OF COPIES	DATE RECEIVED

CLOSE-OUT CHECK-OFF LIST
(Continued)

DOCUMENTS	NO. OF COPIES	DATE RECEIVED
Punch List Items Completed	_____	_____
Certificate of Substantial	_____	_____
Completion Certificate of Final	_____	_____
Completion Consent of Surety of Final Payment	_____	_____

I certify that, being familiar with the Contract Documents for this Project, to the best of my knowledge, the items checked off hereinabove constitute all that are applicable to this Project.

Date Submitted to the Consultant: _____

Date Submitted to the Owner: _____

_____ _____

Contractor: *Consultant:*

STATUTORY AFFIDAVIT

STATE OF _____
CITY OF _____

FROM: _____
TO: _____

RE: Contract entered into the _____ day of _____ 20___, between the above mentioned parties for the construction of _____ _____ at _____

KNOW ALL MEN BY THESE PRESENTS:

1. The Undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all material, men, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the City.

   The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the City from any and all claims under or by virtue of the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20___.

Personally appeared before the undersigned, _____ who, after being duly sworn, depose(s) and say(s) that the facts stated in the above affidavit are true.

_____
Notary Public

This _____ day of _____, 20__

My commission expires _____

CERTIFICATE OF FINAL COMPLETION

OWNER:_____ CONTRACTOR:_____

CONSULTANT:_____ BONDING CO.:_____

PROJECT NAME:_____

CONTRACTOR: _____

(Name, Address) _____

_____

TO (OWNER):

THIS CERTIFICATE COVERS THE ENTIRE PROJECT

By execution of this document, the Contractor and Consultant each certify that the work performed under this Contract has been reviewed at a final inspection on_____, and found to be complete as verified by the attached Project Close-Out Check-Off List, and the City accepts the Project as complete on the last date of this Certificate. Final payment to the Contractor is authorized. Execution and acceptance of this Certificate by the City, shall in no way waive or void any conditions of the Contract Documents.

A certificate of Substantial Completion has been issued establishing_____, as the date of beneficial use and the commencement of all Warranties and Guarantees required by the Contract Documents.

_____

CONSULTANT BY DATE

_____

CONTRACTOR BY DATE

_____

OWNER BY DATE

END OF SECTION 01 77 00

SECTION 01 78 40
WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section "Contract Closeout", specifies contract closeout procedures.
   2. Divisions 2 through 09, Specification Sections for specific requirements for warranties on products and installations specified to be warranted.
   3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Contractor's Warranty: Contractor shall provide a warranty on the Project that warrants that all labor and materials furnished and work performed are in accordance with the Contract Documents and will be free from defects due to defective materials and/or workmanship for a period of one year from the Date of Substantial Completion. Warranty shall be provided on the form provided in this Specification Section.

B. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

C. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result

of such failure or must be removed and replaced to provide access for correction of warranted construction

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
   1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the work or part of the work, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. A digital version of all final submittals shall be submitted via jerryjr@reevesconsultinginc.com.

B. Submit written warranties to the Consultant via jerryjr@reevesconsultinginc.com effective on the date certified for Substantial Completion. If the Consultant's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Consultant.

C. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Consultant, for approval prior to final execution. Refer to Specifications Divisions 2 through 34 for specific Contract requirements and particular requirements for submitting special warranties.

D. Organize the warranty documents into an orderly sequence based on section “Operations and Maintenance Data”.

PART 2 – PRODUCTS (NOT APPLICABLE

PART 3 – EXECUTION

3.1 LIST OF WARRANTIES

A. Schedule: Provide warranties on products and installations as specified in the following Sections:

B. All utilized Divisions 2 through 09 Specification Sections as indicated.

3.2 CONTRACTOR'S WARRANTY

A. The format of submission of the Contractor's Warranty is included on the subsequent page in this Specification Section.

CONTRACTOR WARRANTY FORM

PROJECT:
LOCATION:
OWNER:

We,_____, Contractor
(Contractor's Name)

for the above referenced Project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials and/or workmanship for a period of two years from the Date of Substantial Completion. This Warranty commences on:

_____
(Date of Substantial Completion) and expires on:

_____
(Two Years from Commencement Date)

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement; the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give the Contractor written notice of defective work. Should Contractor fail to correct defective work within sixty (60) calendar days after receiving notice, the Owner may at its option, correct defects and charge Contractor costs for such correction. Contractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to work that has been abused or neglected by the Owner or that was installed by another contractor.

For:_____
(Company Name)

By:_____

Title:_____

Date:_____

END OF SECTION 01 78 40

SECTION 01 81 00
PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Maintenance of project record documents
   2. Record drawings or "as-builts"
   3. Record specifications

1.2 SUBMITTALS

A. Project Record Documents consist of two (2) submittals: Record Drawings and Record Specifications. These submittals shall be provided to the Owner through the Consultant after the Date of Substantial Completion inspection.
   1. For Record Drawings, submit one (1) set to the Consultant in form of opaque prints, marked and altered as required in this Section. Submit all Drawings
   2. For Record Specifications, submit to Consultant one (1) legible set marked or altered as required in this Section via jerryjr@reevesconsultinginc.com

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 MAINTENANCE OF PRODUCT RECORD DOCUMENTS

A. Assign a person responsible for preparing and maintaining all record documents. Maintain the record documents in a secure location at the Project site but ensure that they are accessible to Contractor and Consultant during normal working hours. Do not use the record documents for any type of demolition purposes in the field.

B. Record information on record documents as soon as possible after it is obtained. Mark Drawings and Specifications with a red pencil; make certain all notations are clearly legible. Incorporate into existing sets all new Drawings or Specifications issued by Consultant. Mark shop Drawings if better suited to show the actual work.

3.2 RECORD DRAWINGS

A. Maintain a complete set of prints of the Drawings, including all sheets issued by Consultant for addenda, clarifications or modifications. Record all information that indicates how the actual work differs from the Drawings and shows the details of installation that will not be obvious upon completion of demolition, including:
   1. Existing conditions in variance with Contract Documents.
   2. Locations and depths of underground utilities.
   3. Changes made by Change Order.
   4. Changes made following the Consultant's written order or directives.
   5. Details not on original Contract Drawings.

6. Dimensional or location changes.
7. Changes made by Contract modifications, cross-referenced to applicable modification.
8. New information that may be useful to the Owner, which was not shown in Contract Documents or subsequent product submittals, including details or clarifications issued by Consultant as responses to Contractor's requests.

B. Responsibility for Markup: The individual or entity who obtained record data, whether the individual or entity is the installer, subcontractor, or similar entity, shall prepare the markup on Record Drawings. Contractor has responsibility to insure that this record is maintained.
1. Accurately record information in an understandable drawing technique.
2. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.
3. At time of Final Completion, submit Record Drawings to the Consultant for the Owner's records via jerryjr@reevesconsultinginc.com

3.3 RECORD SPECIFICATIONS

A. Maintain a complete set of Specifications, including all pages issued by Consultant for addenda, clarifications, and modifications. Record all information that indicates how the actual work differs from the Specifications, including:
1. Product substitutions.
2. Changes made by Contract modifications, cross-referenced to applicable modifications.
3. New information that may be useful to the Owner, which was not shown in Contract Documents or subsequent product submittals, including details or clarifications issued by Consultant as responses to Contractor's requests.

3.4 RECORD PRODUCT DATA

A. During the construction period, maintain one (1) copy of each Product Data submittal for Project Record Document purposes.
1. Mark Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Product Data submitted. Include significant changes in the product delivered to the site and changes in manufacturers' instructions and recommendations for installation.
2. Note related Change Orders and markup of Record Drawings, where applicable.
3. Upon Final Completion, submit a complete set of Record product Data to the Consultant for the Owner's records via jerryjr@reevesconsultinginc.com

3.5 MISCELLANEOUS RECORD SUBMITALS

A. Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various demolition activities. Immediately prior to Final Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Consultant for the Owner's records.

1. Categories of requirements in resulting miscellaneous records include, but are not limited to, the following:
   a. Field records on excavations.
   b. Field records on underground construction in similar work.
   c. Inspections and certifications by governing authorities.
   d. Certifications received in lieu of labels on bulk products.
   e. Testing and qualifications of tradesmen.
   f. Documented qualifications of installation firms.
   g. Load and performance testing.
   h. Leakage and water-penetration tests.
   i. Fire-resistance and flame-spread test results.
   j. Final inspection and correction procedures.

END OF SECTION 01 81 00

SECTION 02 41 19
ROOFING DEMOLITION

PART 1 - GENERAL

1.1 SCOPE:

A. Drawings and general provisions of the Contract shall apply to all work of this section.

1.2 DESCRIPTION OF WORK:

A. Extent of demolition work is indicated by provisions of this section and is defined to include demolition of and repair of existing rooftop conditions.

B. All existing split system equipment shall be temporarily relocated and reinstalled after new roof installation is complete. Exhaust fans shall be lifted so that existing flashings can be removed.

C. Clean/Cut existing TPO membrane according to the new membrane manufacturer's instructions.

1.3 QUALITY ASSURANCE:

A. Installer Qualifications: Appropriate installers shall perform the work of this section; and shall be a firm with not less than 5 years of successful experience in demolition and installation of systems similar to those required for this project and which is certified acceptable or to licensed by manufacturer of primary materials.
   1. Installer's Field Supervision: Installer must maintain full-time supervisor/foreman on job-site during times that demolition work is in progress. Supervisor must have minimum of 5 years experience in roofing work similar to nature and scope of demolition work.

1.4 JOB CONDITIONS:

A. Weather Condition Limitations: Proceed with demolition work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.
   1. Provide protection against water infiltration at all times during the demolition and installation process.

PART 2 – PRODUCTS - N/A

PART 3 – EXECUTION:

3.1 INSPECTION OF SUBSTRATE:

A. Examine substrate surfaces and associated work and conditions under which demolition and installation will be performed. Do not proceed with demolition and installation until unsatisfactory conditions have been corrected.

3.2 GENERAL INSTALLATION REQUIREMENTS:

A. Protect other work from spillage of roofing materials and prevent liquid materials from entering or clogging drains and conductors. Replace/restore other work damaged by demolition and installation work.

B. Coordinate the installation of insulation, roofing membrane, flashings and other items so that materials are not exposed to precipitation nor exposed between work shifts. Provide cut-offs at end of each day's work, to cover exposed plies and insulation. Remove cut-offs immediately before resuming work.

C. Cut-Offs: At the end of each day's roofing installation, protect exposed edges of incomplete work, including ply sheets and insulation.

D. Work will be coordinated as to limit the amount of roof traffic over completed roof areas.

E. Existing polyisocyanurate rigid insulation shall remain.

3.3 DEMOLITION WORK (UNLESS NOTED OTHERWISE):

A. Remove all membrane curb flashings and discard.

B. Remove all existing pipe flashings, sealant pockets and discard.

C. Remove and protect for reinstallation all existing internal roof drain collars and strainers. Protect existing roof drain bottom and piping to remain.

D. Remove and protect for reinstallation the top course of steep slope tiles as required to facilitate parapet flashing installation. Manufacturer approved alternate detail will be approved.

E. Remove only as much material as can be totally replaced in the same day.

F. Demolition shall be performed by personnel familiar with the replacement of materials being used.

G. Demolition adjacent to areas to remain shall be performed in a neat manner with straight lines to facilitate tie-ins of replacement materials. Contractor shall review tie-in methods with the Consultant for approval. Consultant has final approval of such methods.

H. Excessive demolition, as determined by the Owner's representative, shall be replaced with equal materials at the Contractor's expense in accordance with the General Conditions of the Contract.

I. No demolition shall be carried out if the chance of precipitation is 40% or more as reported by the nearest office of the National Weather Service.

3.4 PREPARATIONS:

A. Prior to the installation of any new roofing, flashings, metal flashings, or any other miscellaneous items, the Contractor shall clean surfaces of all dust, dirt, and other foreign materials.

B. Work shall be coordinated as to limit the amount of roof traffic over completed roof areas.

C. Inspect the deck carefully. If, in the Contractor's opinion, there are metal deck or insulation areas that require repair and/or replacement, notify the Consultant. Do not proceed with any repairs or replacement until directed by the Consultant.

D. The Consultant and Contractor shall document the actual quantities removed for materials bid on a unit price basis.

END OF SECTION 02 41 19

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 – GENERAL

1.1 SUBMITTALS

A. Certifications
   1. Submit certification by treating plant stating that preservative treatment chemicals and process used, as well as net amount of salts retained conform with applicable standards.
   2. Submit certification by treating plant that fire retardant treatment materials comply with governing ordinances and that treatment will not bleed through finished surfaces.

B. Submit manufacturer's descriptive literature indicating material composition, thickness, dimensions, loading and fabrication details.

C. All wood materials used in the construction of this project, including but not limited to, blocking, nailers, sheet products and framing shall be pressure treated with salt preservatives or fire retardant treated where indicated on the Drawings.

D. Submit manufacturer's literature indicating installation details. Include locations and details of bearing, blocking, bridging, and cutting and drilling of webs for work by others.

1.2 DELIVERY, STORAGE AND HANDLING

A. Immediately upon delivery to job site, place materials in areas protected from weather.

B. Store materials a minimum of 6" above the surface, on blocking and cover with protective waterproof covering, providing for adequate air circulation and ventilation under covering and around stacks of materials. Store and handle materials to protect against contact with damp and wet surfaces, exposure to weather, breakage and damage. Individual joists shall be handled in the upright position.

C. Protect all materials from damage.

D. Do not store seasoned materials in wet or damp portions of building.

1.3 QUALITY CRITERIA

A. Grading rules of the following associations apply to materials furnished under this section:
   1. Southern Pine Inspection Bureau (SPIB)
   2. West Coast Lumber Inspection Bureau (WCLB)
   3. Western Wood Products Association (WWPA)
   4. Redwood Inspection Service (RIS)

B. Softwood plywood grading rules shall comply with Construction and Industrial Product Standard PS-1.

C. Identify all lumber and plywood by official grade marks.
   1. Grade stamp for lumber shall contain symbol of grading agency, mill number or name, grade of lumber, species or species grouping or combination designation, rules under which graded, where applicable and condition of seasoning at time of manufacture.
   2. Provide appropriate grade trademark of the American Plywood Association on softwood plywood indicating the following:
      a. Type, grade, class and identification index
      b. Inspection and testing agency mark

D. Preservative-treated material shall comply with specified standards of the American Wood Preservers Association (AWPA) and American Wood Preservers Institute (AWPI). All preservative-treated materials shall be pressure treated with salt preservatives as required for above-ground exposure.

E. Fire-retardant treated material shall comply with specified standards of the American Wood Preservers Association (AWPA). All fire retardant treated wood products shall bear an Underwriter's Laboratories, Inc. label.

F. Prior to initiation of any structural wood framing, the Contractor shall schedule a meeting at the job site with the Consultant, Owner’s Representative, Framing Subcontractor and all other related Subcontractors to discuss Sequencing, Schedule, and other framing related criteria.

PART 2 – PRODUCTS

2.1 LUMBER

A. Indicated lumber dimensions are nominal. Actual dimensions conform to industry standards established by the American Lumber Standards Committee and the rules writing agencies.

B. Moisture content of rough framing lumber shall be 18% maximum at time of permanent closing in of building or structure, except as otherwise noted.

C. Lumber shall be surfaced on four sides (S4S).

D. Lumber, 2" to 4" thickness, shall be the following grades:
   1. Plates, blocking, bracing, furring and nailers shall be utility grade or No. 3 southern pine. Lumber in contact with concrete slabs, exterior masonry walls or in conjunction with gravel stops and copings shall be preservative treated in accordance with specified standards. Lumber shall be minimum 2 x 6. Do not use oil-based preservatives.

2.2 SHEET MATERIALS

A. Exterior plywood decking/sheathing shall have APA span rating 24/16,performance category 15/32", Exposure I, in 4' x 8' sheets. Three-ply minimum.

1. All plywood shall be manufactured using exterior glue (resorcinol or phenolic resin based).
2. All plywood sheet materials shall be preservative treated and fire treated.

2.3 FIRE-RETARDANT TREATED MATERIALS'

A. Standards
1. Lumber shall comply with AWPA C-20-99.
2. Plywood shall comply with AWPA C-27-99.

2.4 PRESERVATIVE TREATED MATERIALS

A. Standards
1. Lumber shall comply with AWPA C-2-99.
2. Plywood shall comply with AWPA C-9-99.

2.5 ROUGH HARDWARE

A. Provide all nails, bolts, spikes, plugs, wall plugs, anchors and such other rough hardware for securing work in place.

B. Aluminum ply clips shall be installed at midspan of decking. Use two for 48" or greater spans and one for lesser spans.

C. Anchors for securing wood nailers to steel deck shall be 12-14 X 2" flat head screws teks/3 18" o.c. staggered.

D. Screws shall be double galvanized steel or stainless steel self-tapping wood screws. The use of lesser quality screws will not be allowed. Screws shall be of sufficient length to penetrate a minimum of 1 ½" into the substrate.

E. Nails: For securing new lumber to new lumber or new plywood/OSB to new lumber, double-coated galvanized steel or stainless steel ring shank nails to penetrate a minimum of 1-1/2 includes into the substrate but not smaller than 10d nails. Use 16d nails where material being secured is 1 1/2 to 2 inches.

F. All wood nailers shall be installed as per FM Global Property Loss Prevention data sheet I-49.

2.6 ACCESSORIES

A. Building paper shall comply with ASTM D226, 15 lbs./100 sq. ft., nonperforated.

PART 3 – EXECUTION

3.1 WORKMANSHIP

A. All wood members shall be cut square on bearing, closely fitted, accurately set to required lines and levels and rigidly secured in place.

B. Accurately layout the work to provide correct openings to receive work of other trades.

C. Cover and protect rough carpentry from damage.

D. Install all wood members as required by the construction documents and/or necessary for proper installation of other project components.

E. Leave 1/16" space at end joint and c" at edge joints of plywood.

3.2 WOOD BLOCKING INSTALLATION

A. At the top of all parapets, screen walls, and signs, furnish and install new tapered wood fiber to provide positive drainage on to the new roof system, into the screen wall area, or off the back of the sign. Secure the tapered wood fiber to the substrate using two rows of the appropriate nails at spacings not to exceed 12-inches on center.

B. Furnish and install new wood blocking at all roof mounted equipment as required to provide minimum flashing height of 8-inches above roof level.

C. At units, new pressure-treated wood blocking may be installed on top of the existing curb. The wood blocking shall match the curb in width and shall not exceed 2-inches in thickness, per layer. New wood blocking shall be attached to the curb using specified wood screws at spacings not to exceed 12-inches on-center and a minimum of 2 fasteners per side. Subsequent layers of wood blocking shall be secured using appropriate nails at spacings not to exceed 12-inches on-center and a minimum of 2 nails per side.

D. The cost for raising curbs or installing curb extensions shall be included in the Base Bid.

3.3 SHEET MATERIAL INSTALLATION

A. Install plywood sheathing and decking with face grain perpendicular to supports. Terminate panels over supports. Stagger end joints of adjacent panels.
   1. Allow 1/16" between end joints and c" between edge joints for expansion.
   2. Attach plywood using screws at 6" on center along each metal support.
   3. Caulk all joints between sheets.

3.4 STORAGE AND PROTECTION

A. Stack all wood products to ensure proper ventilation and drainage Protect lumber from the elements. Store materials under cover in a well ventilated building where not exposed to extreme changes of temperature or humidity.

3.5 FIRE RETARDANT TREATED WOOD IN CONTACT WITH METALS

A. Wherever fire retardant treated wood products are in contact with galvanized steel and copper metal materials, a 30 mil bituminous coating shall be applied between the wood and metal.

END OF SECTION 06 10 00

SECTION 07 22 16
ROOF INSULATION

PART 1 - GENERAL

1.1 SCOPE

A. Drawings and general provisions of the Contract shall apply to all work of this section.

1.2 DESCRIPTION OF WORK

A. Extent of thermal insulation system work is indicated on drawings and by provisions of this section, and is defined to include flat and/or tapered insulation immediately under membrane roofing system and sheet metal roofing system.

B. TPO Roofing System is specified in Section 07 54 00 of this specification.

C. Install wood nailers/curbs as specified.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide primary products by a single manufacturer, which has produced that type product successfully for not less than 5 years. Provide secondary products only as recommended by manufacturer of primary products for use with roofing system specified.

B. Installer Qualifications: A single Installer (“Roofer”) shall perform the work of this section; and shall be a firm with not less than 5 years of successful experience in installation of insulation systems similar to those required for this project and which is certified acceptable or to licensed by manufacturer of primary roofing materials.
   1. Installer’s Field Supervision: Installer must maintain full-time supervisor/foreman on job-site during times that insulation installation work is in progress. Supervisor must have minimum of 5 years experience in roofing work similar to nature and scope to specified insulation installation.

C. UL Listing: Provide roofing insulation system and component materials which have been tested for application and slopes indicated and are listed by Underwriters Laboratories, Inc. (UL) for Class A external fire exposure.
   1. Provide roof insulation materials bearing Classification Marking (UL) on bundle, package or container indicating that materials have been produced under UL’s Classification and Follow-up Service.

D. FM Listing: Provide roofing insulation and component materials which have been evaluated and approved by Factory Mutual System for fire spread, wind- uplift, and hail damage and are listed in “Factory Mutual Approval Guide” for 1-90 construction.
   1. Provide roof insulation materials bearing FM approval marking on bundle, package or container, indicating that material has been subjected to FM’s examination and follow-up inspection service.

E. Roofing insulation shall comply with IBC Table 1508.2, to meet ASTM C-1289 Type I or II.

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data, installation instructions and recommendations for each type of insulation product required. Include data substantiating that materials comply with requirements.

B. Samples, Roof Insulation Materials: Submit 12" square samples of each component of insulation system.

1.5 JOB CONDITIONS

A. Weather Condition Limitations: Proceed with roof insulation work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.
   1. Wet Insulation: Roofing system shall not be applied over wet insulation. Installed insulation which has become wet must be removed and replaced with dry material.

1.6 PRODUCT HANDLING

A. Deliver materials to the site in good condition, with packaged material in unopen containers.

B. Store and handle roof insulation materials in a manner which will ensure that there is no possibility of moisture pick-up. Store in a dry, well ventilated, weather-tight place or store properly protected by leak-proof coverings or manufacturers original unopened containers. Do not leave unused materials on the roof overnight or when roofing work is not in progress without proper weather-tight protection.

C. Store insulation on pallets or other raised surface. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck. The Installer is responsible for any structural damage occurring due to the storage of materials or equipment on the roof.

1.7 WARRANTIES

A. Manufacturer's Warranty: Submit an executed copy of the insulation manufacturer's standard materials warranty, signed by an authorized representative of the insulation manufacturer.

PART 2 – PRODUCTS

2.1 MATERIALS, GENERAL

A. Insurance and Code Requirements: Provide materials complying with governing regulations, and which can be installed to comply with the following:

1. Factory Mutual requirements for “Class I” or “Noncombustible,” including zoned wind resistance.
2. Underwriters Laboratories “Fire Classified” and “Class 1-90” wind uplift resistance.

2.2 INSULATION

A. Types of thermal insulation required.
   1. Flat polyisocyanurate insulation, single layer board size shall be 4 ft. x 4 ft. maximum size with minimum LTTR value of 5.2 per inch of thickness.
   2. 1/4” per foot tapered polyisocyanurate insulation.
   3. 1/2” per foot tapered insulation at all crickets in TPO roof at all penetrations exceeding 24-inches in width.
   4. Insulation shall meet or exceed the following test requirements and results:
      a. Polyisocyanurate Nail Base insulation shall be zero ozone depletion board along term thermal performance of 15.90 at 3".
      b. Water vapor transmission of 1.0 (perm-inch) in accordance with ASTM E 96.
      c. Compressive strength of 20psi minimum.
      d. Maximum water absorption of 0.10 percent in accordance with ASTM C 272.
      e. Density of 2.0 pounds per cubic foot in accordance with ASTM D 1622.
      f. Linear coefficient of thermal expansion of 0.000035 inches per inch per degree F. (0.000063 mm per mm per degree C.) in accordance with ASTM D 696.

2.3 MISCELLANEOUS MATERIALS

A. Wood Member, Units: Replace deteriorated wood nailers, and other wood members indicated as roofing system work; provide wood pressure treated with water-borne preservatives for above-ground use (AWPB LP-2) to height of insulation system.

PART 3 – EXECUTION

3.1 INSPECTION OF SUBSTRATE

A. Examine substrate surfaces to receive thermal insulation system and associated work and conditions under which insulation will be installed. Do not proceed with insulation installation until unsatisfactory conditions have been corrected in a manner acceptable to insulation and roofing manufacturers.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Protect other work from spillage of roofing materials, and prevent liquid materials from entering or clogging drains and conductors. Replace/restore other work damaged by installation of thermal insulation system work.

B. Insurance/Code Compliance: Install thermal insulation system for (and test where required to show) compliance with governing regulations and with the following insurance requirements:

1. Factory Mutual requirements for “Class I” or “Noncombustible”, including zoned wind resistance as specified by FM.
2. Underwriters Laboratories “Fire Classified” and minimum “Class 1-90” wind uplift resistance.

C. Coordinate the installation of insulation, roofing sheets, flashings, stripping and other items so that materials are not exposed to precipitation nor exposed overnight. Provide cut-offs at end of each day’s work, to cover exposed plies and insulation. Remove cut-offs immediately before resuming work.

D. Cut-Offs: At the end of each day’s roofing installation, protect exposed edges of incomplete work.

3.3 INSULATION INSTALLATION

A. Except as otherwise indicated, install insulation per manufacturer’s written instructions, and the following requirements.
1. Prepare the substrate as described below to provide a clean, smooth, even, and continuous surface for the application of thermal insulation.
2. Insulation shall be applied in paralleled courses with long joints continuous and with cross joints broken. Stagger joints between layers. Tightly butt all edges. Fill gaps exceeding 1/4" with like material. Do not force-fit the insulation. Stagger each layer of insulation 12” minimum at cut-offs.
3. Insulation edges at vertical surfaces shall be cut straight and shall be a maximum of ½” from the surface.
4. Prevent the exposure to view from the floor or ground surfaces, or mechanical fasteners in all ceiling and roof areas.
5. The Contractor shall verify roof material fastening methods described in this Section conform to the Wind Uplift requirements listed.
6. Where mechanically attached, set fastener plat flush with the top surface of the insulation.
7. When required, install pressure treated lumber at the same heights as the new insulation.
8. Prevent materials from entering and clogging roof drains and conductors.

3.4 PROTECTION OF INSULATION

A. Installer shall repair or replace deteriorated or defective work as directed by the Owner or Owner’s Representative.

B. Work will be coordinated as to limit the amount of roof traffic over completed roof areas.

END OF SECTION 07 22 16

SECTION 07 54 00
TPO ROOFING SYSTEM FULLY ADHERED

PART 1 - GENERAL

1.1 SCOPE

A. The low-slope roofing system required under this section consists of the application of a fully adhered, white 115-mil Fleece back flexible sheet membrane roofing system over existing system. All applications shall be in compliance with the requirements of a **minimum FM Global Factory Mutual Class 1-90 guidelines insulated deck and the latest issue of FM Global Proper Loss Prevention Data Sheets 1-28, Wind Design, and 1-29, Roof Deck Securement and Above-Deck Roof Components**. All products and systems used shall comply with the requirements for Underwriters Laboratories Class A fire hazard classification.

1.2 SUBMITTALS

A. Submit shop drawings which include the following information:
   1. Consultant's project number
   2. Manufacturer's technical product data for all products proposed for installation
   3. Project title
   4. Contractor's signed and dated approval stamp
   5. Reference to specification sections and other construction documents
   6. Location of the work addressed with the shop drawing
   7. Any qualifications, deviations or departures from the Contract Documents shall be noted
   8. Any additional information required by the Specifications for submitted products and systems.

B. All associated shop drawings and submittals relating to complete roofing system assembly shall be submitted at the same time so that each may be checked in relation to the entire assembly. Piecemeal submittals shall not be accepted.

C. Shop drawings and installation layout shall be prepared which depict the proposed solutions for field conditions concerning two or more trades relating to the roofing installation. Composite shop drawings and field installation layout shall be coordinated in the field by the General Contractor for proper relationships to the work of the trades involved.

D. Submit manufacturer's illustrated cut sheets of the products to be furnished showing details, sizes, dimensions and all other pertinent information.

E. Submit manufacturer's complete description of the roofing system listing all components.

F. Submit manufacturer's technical specifications and installation procedures for

each roofing component.

G. Submit a copy of the roofing system manufacturer’s safety data sheets.

H. Submit the following certificates from the roofing system manufacturer:
1. Submit separate letters from the roofing system manufacturer and the insulation manufacturer stating that they have examined the construction documents and approve the use of their products and systems for this project.
2. Submit a letter from the roofing system manufacturer acknowledging compatibility with and approving use of the roofing accessories with the proposed insulation.
3. Submit a letter from the insulation manufacturer acknowledging compatibility with and approving use of the insulation with the proposed roofing system and accessories.
4. Submit a copy of the Agreement issued by the roofing system manufacturer indicating that the proposed installer has been approved for this project.
5. Submit a letter from the roofing system manufacturer clearly identifying components which are not packaged by the manufacturer and acknowledging approval to use those components for this project.
6. Submit for each bulk shipment a manufacturer's certificate clearly indicating the type of materials provided and compliance with referenced standards.
7. All manufacturer's certificates submitted shall be signed by an authorized officer of the product manufacturer and notarized.
8. Roofing installer shall furnish an affidavit from the roofing material manufacturer certifying that the installer has satisfactorily applied the type of roof specified on at least three projects similar in magnitude which have been completed during the last five-year period.
9. Submit a letter executed by the authorized representative of the roof system manufacturer indicating that he has inspected the roof prior to all work being completed.

1.3 DELIVERY, STORAGE AND HANDLING

A. All project components shall be delivered to the site in the manufacturer's original, unopened containers and wraps, dry, undamaged with labels and seals intact.

B. Storage
1. Deliver materials in manufacturer's unopened containers and rolls with all labels intact. Quantity shall be sufficient to allow continuity of work.
2. Store roofing insulation, membrane, adhesives, etc., on clean, raised platforms with weather protective covering.
3. Handle rolled goods so as to prevent damage to edges and ends. Damaged materials shall be replaced at Contractor's expense.
4. Insulation shall not be stacked over a height as recommended by the insulation manufacturer.
5. Select and operate material handling equipment, hoists, etc. to prevent damage to existing construction and applied roofing.

6. All materials shall be placed on pallets above grade and shall be covered with waterproof covers to maintain in a dry condition. Manufacturers' packaging wrappers are not acceptable as waterproof protection. Neither wet nor damp material shall be used in built-up roofing assemblies. Wet material shall be removed from the project site.
7. Comply with the manufacturer's printed recommendations.

1.4 PROJECT CONDITIONS

A. Roofing installation shall take place only in dry weather and when temperature is above 45 degrees F unless prior written approval has been received from the Owner and the Consultant

B. Do not apply roofing membrane or insulation to damp or frozen deck surfaces.

C. The building shall be maintained in a weathertight condition throughout all phases of the roofing installation. The installed portion of the roofing system shall be completely weathertight at the end of each working day.

D. All work in place shall be protected at the time the roofing operations take place. Provide and maintain protection required to prevent finish work from being damaged. General Contractor shall be responsible for all costs incurred in repairing, replacing and cleaning operations which may be required due to damage caused by roofing installation.

E. Contractor shall notify the Owner two (2) weeks prior to start of roofing operation and coordinate schedule with office operations.

F. Installers shall wear flat, soft, rubber soled shoes when on the completed roof. Provide special protection or avoid heavy traffic on completed roof.

G. Protect paving and building walls adjacent to hoist w/suitable protective covering prior to starting work. Keep covering in place for duration of work.

H. Remove debris from site daily.

I. Comply with manufacturer's printed recommendations.

1.5 QUALITY CRITERIA

A. Installers shall comply with the following requirements:
1. Installers shall be skilled workers with experience installing at least two TPO roofs of same brand and type prior to this installation.
2. Installers shall be approved by membrane manufacturer for this job.
3. A minimum of 2 references for installer's previous roof jobs shall be submitted prior to Pre-Construction Conference.

B. Roofing installation shall comply with Underwriters Laboratories Class A fire hazard classification.

C. Roofing installation shall comply with Factory Mutual Roof Assembly Class I in compliance with Factory Mutual Construction Bulletin 1-27 for Uplift Construction.

D. Roofing insulation shall comply with IBC Table 1508.2, to meet ASTM C-1289 Type I or II.

E. All roofing materials shall be provided by the same manufacturer. Roofing products of different manufacturers shall not be combined without written approval from the Consultant, the Owner and the roofing system manufacturer.

F. Any details or specified requirements which, in the opinion of the roofing system manufacturer, may impair the life, serviceability or intended function of the roofing system, shall be brought to the attention of the Consultant immediately with written notification. Work relating to such specified or detailed requirements shall not proceed until conditions are resolved.

G. The General Contractor shall observe the condition of the substrate to which the roofing system is to be applied and shall record the physical condition of the substrate on a daily basis for the owner's review.

H. The Owner may elect to have test cuts taken, samples procured and laboratory tests performed related to the roofing system installation. If the roofing tests yield satisfactory results, all costs of cuts, samples, laboratory work and patching shall be borne by the Owner. In the event that tests reveal workmanship or materials which do not comply with the requirements of the contract documents, all costs related to the testing, the removal of the unsatisfactory roofing and the replacement thereof shall be borne by the Contractor.

1.6 PRE-ROOFING CONFERENCE

A. Prior to beginning roofing installations, a meeting shall be conducted at the project site to review the specified and detailed roofing requirements. Installation procedures and coordination required with related work shall be discussed. The General Contractor shall advise the Owner and other invited parties of the meeting time a minimum of three days in advance. The meeting shall be attended by, but not limited to, the following persons:
   1. Owner's representative
   2. Consultant
   3. Roofing Consultant
   4. Roofing Contractor
   5. Roofing Contractor's Superintendent / Foreman who will be on this job

1.7 WARRANTY

A. A Registered Roof Observer (RRO) shall be employed by the Owner to be present during the entire roofing operation to supervise all work. Contractor must coordinate all work and scheduling with the RRO.

B. The roofing contractor shall provide a written guarantee that all work, including materials and workmanship, shall be in compliance with the requirements of the contract documents, shall be in compliance with the National Roofing Contractors Association (NRCA), and shall be free from all water infiltrations, all faults, and all defects in materials and workmanship for a period of two (2) years workmanship and twenty (20) years materials beginning at the date of substantial completion.

C. The roofing contractor shall submit in writing the roofing manufacturer's No Dollar Limit Guarantee, with flashing endorsement, to the Owner for the duration of the full warranty period and shall include all materials required by the roofing manufacturer.

D. The Roofing System Manufacturer warranty period shall be for Twenty Years (20).

E. All required written guarantees shall be submitted to the Owner prior to issuance of final payment.

F. Roofing Contractor shall certify that no asbestos material has been used.

PART 2 - PRODUCTS

2.1 ACCEPTABLE SYSTEMS

A. Acceptable roofing system manufacturers shall include the following:
1. Johns Manville
2. GAF
3. Carlisle Syntec

B. Roofing system manufacturer shall have a local Atlanta-area representative and shall provide all specified materials for a bonded roofing system.

2.2 SHEET MATERIALS

A. TPO membrane shall be a flexible thermoplastic polyolefin roofing membrane made from the incorporation of an ethylene propylene rubber into a polypropylene matrix and produced with a polyester weft-inserted reinforcement. Thickness shall be .060 mils. Rolls shall be 10' wide x by 100' long.

B. Walkway Pads
1. Install heat-welded walkway pads with diamond plate tread as shown on Drawings. Use 30" wide rolls to cut into maximum 10' length pads and position with 1" gap between adjacent pieces to allow for water drainage. Cut the walkway so a 4" minimum gap is created over any field splices. Allow

the walkway to relax and warm up in the sun prior to welding in place.

2.3 INSULATION

A. Acceptable manufacturers shall include the following:
1. Johns Manville
2. GAF
3. Carlisle Syntec

B. Tapered insulation is required to achieve net slope of ¼" per foot minimum.

2.4 SHEET METAL WORK

A. Fasteners: Non-staining types as recommended by the manufacturer of the different materials used.

B. Joint materials: G. E., Tremco or Dow-Corning Silicone Rubber Sealants.

C. Solder: ASTM D32-66T with 50% lead and 50% tin unless otherwise specified. Follow manufacturer's recommended soldering procedures.

D. See Specification Section 07 62 00.

PART 3 - EXECUTION – FULLY ADHERED PER MANUFACTURER'S SPECIFICATION

3.1 INSPECTION

A. Installer shall inspect roof decks for suitability of insulation application and subsequent roof membrane installation. Commencement of roof work shall represent roof installer's and membrane manufacturer's approval of existing conditions.

B. Minimum slope of substrate to which roof membrane shall be applied shall be ¼" in 12".

C. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.

D. Verify that blocking, curbs and fire treated wood nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SUBSTRATE PREPARATIONS

A. Roofing installation shall not begin until the following issues have been addressed within the area to receive roof membrane.
1. All pipe vents shall have been raised to 8" above the top of the proposed roof

surface.

2. All prefabricated curbs at exhaust fans shall have been raised to maintain 8" clear between the top of the new roof and the bottom of all flashings.

B. Prepare the existing membrane surface according to the Manufacturer's written instructions.

C. Prior to the installation or application of any roofing system components, all substrates shall be cleaned of all foreign matter which may impair the performance of the roofing system. No moisture in any form shall be present in or on any of the roofing products or substrates prior to or during roofing system installation.

D. Clean and remove from substrate sharp projections, dust, debris, moisture and other substances detrimental to roofing installation in accordance with roofing system manufacturer's written instructions.

E. Prevent materials from entering and clogging roof drains, scuppers and gutters and from spilling or migrating onto surfaces of other construction.

3.3 FLASHING AND ACCESSORIES

A. Anchor and adhere flashing and accessories according to details reviewed by Consultant and membrane manufacturer.

B. Perimeter flashing and flashing around vents, penetrations, etc., shall be done with 115-mil reinforced TPO flashing using the longest pieces practical. All flashings and terminations shall be done in accordance with manufacturer's recommendations.

C. Complete splice between flashing and primary membrane before bonding flashing to vertical surface. Splice shall extend at least 3" beyond the fasteners which attach the membrane to the horizontal surface.
   1. Apply bonding adhesive to both flashing and surface to which it is being bonded.
   2. After the bonding adhesive has dried to the point where it does not string or stick to a dry finger, roll the flashing into the adhesive. Care shall be taken to ensure that the flashing does not bridge where there is any change of direction (e.g. - where the parapet meets the roof deck).
   3. Anchor TPO flashing at 12" on center under aluminum counterflashing and cap. TPO flashing shall wrap over entire top surface of nailer under cap flashing and shall be attached at outside face of nailer.

D. Flash all penetrants (pipes, conduits, etc.) passing through the membrane.
   1. Flash pipe vents with premolded pipe flashings.
   2. Sealant pockets shall not be used.

E. Roofing subcontractor shall be responsible for sealing penetrations of roof membrane and flashing membrane by fasteners used to anchor any building

elements to provide a waterproof installation.

3.4 TPO ROOF MEMBRANE INSTALLATION – FULLY ADHERED PER MANUFACTURER'S SPECIFICATION

A. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.

B. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is eminent.

C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.

D. Remove and discard temporary seals before beginning work on adjoining roofing.

E. Proceed with installation only after unsatisfactory conditions have been corrected.

F. Install roofing membrane in strict compliance with the manufacturer's written installation instructions over area to receive roofing. Unroll roofing membrane and allow to relax before installing.

G. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

H. Mechanically fasten roofing membrane securely at terminations, penetrations and perimeter of roofing.

I. Apply roofing membrane with side laps shingled with slope of roof deck where possible.

J. Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.

K. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.

L. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

M. Remove and repair all unsatisfactory sections before proceeding with Work.

N. Repair tears, voids, and lapped seams in roofing membrane that do not meet requirements.

O. Spread sealant or mastic bed over deck drain flange at deck drains and securely

seal roofing membrane in place with clamping ring.

3.5 HOT AIR WELDING AT SPLICES

A. All TPO membrane splices shall be factory welded to the greatest degree possible. When seams must be field fabricated they shall be hot air welded rather than adhered.

B. Position the TPO membrane so that the top membrane overlaps the bottom membrane a minimum of 4". Ensure the welding area is dry, clean and free of foreign material.

C. Weld the top membrane to the bottom membrane using a hand-held hot air welder or an automatic welding machine and silicone roller. A minimum 1½" wide continuous weld is required.

D. All field-welded seams must be inspected with a tack claw or similar tool (cotter key extractor), and all deficiencies repaired.

3.6 CLEANING AND FINAL QUALITY CONTROL

A. Remove debris and stains caused by roof work.

B. Arrange for roofing system manufacturer to inspect roofing installation on completion and submit report to Consultant.

C. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

D. There shall be no bubbles or air voids between the bottom surface of the roof membrane and the substrate to what it is adhered under any circumstances, membrane shall be removed and replaced in all areas which exhibit such defects.

3.7 WALKWAY PADS

A. Install walkway products specified in at three sides of the roof hatch and at service sides of all rooftop equipment. Adhere with compatible adhesive and heat weld walkway products to substrate according to roofing system manufacturer’s written instructions.

END OF SECTION 07 54 00

SECTION 07 62 00
FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 SCOPE

A. Flashing and sheet metal shall be prefinished steel provided at all roof construction.

B. Drawings and general provisions of the Contract shall apply to all work of this section.

C. Extent of each type of flashing and sheet metal work is indicated on drawings and by provisions of this section.

D. Types of work specified in this section include the following:
1. Metal counter flashing
2. Line Set/Pipe Chase Portal Cover (similar to Jedco Supply)
3. Miscellaneous sheet metal accessories.

1.2 SUBMITTALS

A. Submit shop drawings which indicate material types, sizes, shapes, thicknesses, finishes, fabrication details, anchors, connections, expansion joints and relation to adjacent work. Drawings shall be drawn to large scale and, where practical, shall be full size.

B. Submit product data which indicates product description, finishes and installation instructions, including interface with adjacent materials and surfaces.

C. Submit actual 3" x 4" square full spectrum samples of all prefinished sheet metal materials. Submit mock up of actual coping, showing cleats, fastening devices, or pressure treated wood nailers.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials off ground, under waterproof cover. Protect from damage and deterioration.

B. Handle materials to prevent damage to surface, edges and ends of sheet metal items. Damaged material shall be discarded and replaced.

1.4 QUALITY CRITERIA

A. All sheet metal shall comply with "Architectural Sheet Metal Manual" published by the Sheet Metal and Air Conditioning Contractors National Association, Inc., (SMACNA), latest edition.

B. Installation of sheet metal items shall comply with National Roofing Contractors Association "NRCA Roofing & Waterproofing Manual" latest edition.

C. Do not place dissimilar metals in contact with one another, nor in a position where water sheds across dissimilar metals.

D. Qualifications of Installers: Provide at least one person, present at all times during execution of the work of this section, who shall be thoroughly trained and experienced in the materials and methods required and who shall direct the entire flashing and sheet metal fabrication and installation.

1.5 WARRANTY

A. Warranty flashing and sheet metal work to be free of defects in materials and workmanship for two (2) years.

B. All flashing products and fasteners used in the roofing installation shall be approved by the roofing manufacturer and shall be included in the roofing guarantee.

C. Submit to the Owner a written warranty signed by General Contractor and sheet metal subcontractor stating that sheet metal work shall be completely watertight for a period of two years following Final Payment. The warranty shall cover all costs for repairing and/or replacing defective work due to improper materials or workmanship.

PART 2 - PRODUCTS

2.1 SHEET METAL MATERIALS

A. Sheet Steel, Gutters, Downspouts, Conductor Boxes and Parapet Copings:
   1. Concealed flashing shall be 24 gauge galvanized steel.
   2. Acceptable manufacturers
      a. Petersen Aluminum Corporation
      b. Firestone/UNA-CLAD Copper Sales, Inc.
      c. Atlanta Metal Products,
      d. Perma-Clad,
      e. IMETCO,
      f. Architectural Metal Systems
      g. Berridge Manufacturing Co.
   3. Exposed prefinished steel products shall be 24 gauge galvanized with "KYNAR 500" coating of a color to be selected by Consultant to match existing.

B. Stainless Steel
   1. All stainless steel used shall be type #302, of standard analysis 18-8 containing a minimum of 17-19 percent chromium, 8-10 percent nickel and 0.08-0.20 percent carbon.
   2. Fractures or mill reject sheets that are not uniform in color and finish shall not be used. Sheet color and finish, whether mill or shop finished, shall be uniform throughout and shall have uniform finish and appearance.

C. Reglet Flashing and Counterflashing
   1. Concealed reglet and counterflashing shall be 24 gauge galvanized steel,

non-corrosive.

2. Exposed flashing shall be prefinished roll-formed 24 gauge galvanized steel to match adjacent surfaces with "Kynar 500" resin fluoropolymer Color must match existing.
3. Install shop-formed metal flashings in 10-foot length maximum with a minimum number of pieces in each straight run.
4. Anchors shall be provided at 12" o.c. or as recommended by manufacturer.

D. Gravel stops shall be matching TPO coated metal per Specification Section 07 54 00.

2.2 MISCELLANEOUS MATERIALS AND ACCESSORIES:

A. Soldering Materials
1. Solder shall comply with ASTM D32-66T, alloy grade 50A, 50% pig lead and 50% block tin.
2. Solder flux for galvanized metal and copper shall be muriatic acid neutralized with zinc. For lead it shall be non-corrosive rosin.

B. Fasteners shall be of the same material or compatible with sheet metal being fastened.
1. Screws to attach cleats and gutter to nailers shall be stainless steel flathead wood screws, of sufficient length to penetrate substrate ¾" minimum, 2½" long minimum.
2. Expansion shields shall be lead or bronze sleeves.
3. Screws for fastening gutter strap to stiffener bar shall be stainless steel, self-tapping type with round heads.
4. Bolts shall be zinc coated. Furnish with nuts and washers as required.
5. Rivets shall be round head with solid shank.
6. Blind clips and cleats shall be 18 gauge galvanized.

C. Epoxy Seam Sealer: 2-part noncorrosive metal seam cementing compound, recommended by metal manufacturer for exterior/interior non-moving joints including riveted joints.

D. Reglets: Metal units of type and profile indicated, compatible with flashing indicated, noncorrosive.

E. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation or work, matching or compatible with material being installed, noncorrosive, size and gauge required for performance.

2.3 FABRICATED UNITS:

A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA “Architectural Sheet Metal Manual” and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without oil-canning, buckling and tool marks, true to line

and levels indicated, with exposed edges folded back to form hems.

B. Seams: No exposed fasteners permitted. Brush back finished at area of joint and **SOLDER ALL METAL JOINTS** (except where expansion joints indicated). Touch-up pre-finished surfaces with two coats of matching paint to match surrounding surface.

C. Expansion Provisions: Form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed with joints), with standing seam joints.

D. Sealed Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.

E. Separations: Provide for separation of metal or fasteners from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

F. All bends shall have a 1/16" minimum radius

G. Brazing, soldering and welding methods shall be suitable for the product used. Thoroughly remove flux residue after attachment.

H. Fasteners shall not cause galvanic action with steel.

I. Provide linear items in 10' long sections maximum and a minimum number of pieces in each straight run.

J. Prefinished Steel Parapet Copings
1. Provide in 10'-0" lengths factory formed per profile on drawings. Copings shall be snap-lock style.
2. Outside face shall match existing, inside face minimum 5" high with min. slope of 1" toward roof, except as noted otherwise on drawings.
3. All inside and outside corners shall be factory fabricated one piece construction.
4. Provide expansion joint with interlocking standing seam at 10' on center per SMACNA.
5. Parapet coping shall be ANSI/SPRI/FM 4435 ES-1 tested and compliant.

K. Gutter/Downspouts
1. All downspouts shall spill to concrete splashblock.
2. Steel Gutters, Downspouts shall be GT-1 tested and approved.
3. Downspouts shall be 4" x 6" rectangular in section, U.N.O. with locked and sealed longitudinal seams. Upper end shall be flanged ½" and fastened and sealed to gutter lining. Gutter shall be 6" square U.N.O. Some locations are larger. Provide heavy duty 1" x ⅛" aluminum gutter straps at 2'-6" on center. Provide 1" x 1" x ⅛" aluminum angle attached to gutter with ¼" stainless steel bolted at each gutter strap at 2'-6" o.c. Extend to top of nailers. Screw to nailers through back flange of gutter with 2½" long stainless steel wood screws.

4. Downspout straps shall be of the same material as the downspouts, with same Kynar 500 finish, 1½" wide, with hemmed edges.
5. Gutter and downspout shall be fabricated in sections 10'-0" minimum in length. Anchors shall be stainless steel screws.
6. Provide expansion joints in gutters at maximum 40'-0" on center per SMACNA details for butt type expansion joints.
7. Provide stainless steel sleeves for all fasteners at all downspout installations at brick in thickness to be flush with brick finish.
8. Downspout connections shall be per SMACNA Manual, Plate Fig. 1-33, Latest Edition.
9. Gutter expansion joints shall be per SMACNA Manual, Plate 1-7; end cap shall be similar as well (fully soldered).
10. Downspouts shall be spaced at 40'-0" O.C. max. All downspout locations shall be reviewed and approved by the Consultant. Slope gutters to provide positive drainage to downspouts.
11. All downspouts shall be piped to underground storm drainage system.

2.4 PIPE FLASHING

A. Pitch pans shall not be used. Furnish and install new premoulded flashing.

2.5 OTHER SHEET METAL FABRICATION

A. Fabricate sheet metal work in accordance with reviewed shop drawings, contract documents and industry standards. Form sheet metal work with clear, sharp and uniform breaks. Hem exposed edges.

B. Seam and solder all joints in sheet metal products. Solder sheet metal joints with heavy, well-heated coppers. Pre-tin joints not less than 1½" wide. Provide 1" minimum soldered joints. After soldering, wash joints and neutralize remaining acid with alkaline solution. Paint to match.

C. Provide linear sheet metal items in minimum 10'-0" sections except as otherwise noted. Form flashing using single pieces for the full width.

D. Provide prefinished 24 gauge 2-piece reglet at intersections of dissimilar materials where shown on drawings. Continue weather barrier membrane between dissimilar materials.

PART 3 - EXECUTION

3.1 SHEET METAL INSTALLATION

A. Install work in accordance with contract documents, industry standards, and FM-Global requirements. Sheet metal items shall be installed true to line, watertight without buckling, waves, creasing, warp or wind in finished surfaces.

B. Coordinate flashing at roof surfaces with roofing work to provide weathertight condition as soon as practical following roofing installation. Use minimum 6" wide concealed splice plates at gravel stops.

C. Provide joints at maximum 10'-0" o.c. Joints shall be ¼" between sections.

D. Isolate dissimilar materials to prevent galvanic action. Separate using bituminous paint both sides or roofing felt. All fasteners shall be fabricated from the same material as the product to be attached, unless noted otherwise.

E. Form seams in direction of flow. Seams shall be flatlock with cleats filled with sealant. Lap seams occurring in members sloping 45 degrees or more 4" minimum and embed in flashing cement. Miter and solder inside and outside corners of all exposed metal products.

F. Secure sheet metal items using continuous cleats clips and/or blind fasteners as indicated. No exposed face fastening shall be performed.

G. Caulk around all roof deck penetrations to prevent leaks of bitumen and water to interior of building. Sealants shall be one of the following types:
   1. Provide two-part polysulfide class "B" non-sag type for vertical and horizontal joints.
   2. One part polysulfide not containing pitch or phenolic extenders.
   3. Exterior grade NP-1 sealant recommended by roofing manufacturer.
   4. One-part non-sag, gun grade, exterior type polyurethane recommended by roofing manufacturer.

H. Fastening
   1. Screws
      a. Space screws evenly at 4" o.c. on cleats and gravel stops/fascias, staggered at 1" off front and back edge.
      b. Space screws at 4" o.c. confined to one edge only of flashing 12" or less in width.
   2. Cleats shall be continuous in 10'-0" lengths and formed to profile of item being secured.

I. Pre-fabricated Steel Coping
   1. Installation shall be in strict accordance with SMACNA Manual published directions. Specified product installation details provide adequate allowance for expansion and contraction and securing coping to parapet and these details shall be followed implicitly.
   2. Set copings over TPO flashing, secured under continuous front and back coping cleats, trimmed even with bottom edge of cleats, and sealed at laps using manufacturer's recommended adhesive. Secure copings with front and back continuous cleats only; do not penetrate coping with mechanical anchors.
   3. Provide interlocking standing seam expansion joints at 10' on center per SMACNA.

J. Provide for expansion and contraction in sheet metal work at intervals not exceeding the recommendations of the SMACNA manual. Where continuous runs of sheet metal exceeds interval by more than 12', provide additional joint. Where the run is less than interval specified and more than 12', provide one joint at the center of run. Joints shall be evenly spaced. Provide ¼" expansion joints at 10' on center per SMACNA manual

K. Coordinate the removal of mechanical equipment to furnish and install all flashing and curbs required at existing fabricated curbs.

L. Form all fabricated parts to profiles detailed, maintaining uniformity throughout the project. Hem all edges of sheet metal smoothly and neatly.

M. All welding of exposed stainless steel whether specifically specified or not shall be accomplished by the arc welding (heli-arc) method using stainless steel rod of same composition as the parts being welded. Welds shall be free of pits, flaws and peened to remove flux and other impurities. Welds shall be ground smooth and polished to original finish of the metal, with the grain uniform to the grain of the original sheet.

N. Where grinding and polishing has destroyed the grain restore and blend to obliterate all traces of welding. All welds, whether exposed or concealed on unpolished surfaces, shall be ground back to the surface of the original metal.

END OF SECTION 07 62 00

SECTION 07 90 00
CAULKING AND SEALANTS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Caulking as specified herein is for use on the interior of the building unless sealant is indicated on the Drawings.

B. Sealant as specified herein shall be used on the exterior of the building, and elsewhere "Sealant" is indicated on the Drawings.

C. Related Work Specified Elsewhere:
   1. Refer to all Sections in Division 0, CONTRACT REQUIREMENTS and Division 1, GENERAL REQUIREMENTS.
   2. See Sections 07 54 00, TPO Roofing System and 07 62 00 Flashing and Sheet Metal, for responsibility of sealants used in connection therewith.

1.2 SUBMITTALS

A. Section Cross-Reference: Refer to Division 1 - Submittals Section for submittal requirements.

B. Manufacturer's Product Data:
   1. Specifications and Installation Data: Submit material specifications and installation data for products specified under Part 2 - Products.
      a. Modifications: Modify submission by letter form to reflect project requirements and job conditions.
      b. Recommendations: Submit manufacturer's recommendations specified herein for primer/sealer, bond breaker, backer rod, and joint fillers.
      c. Storage and Handling Instructions: Include instructions for storage, handling and protection of products.
      d. Installer Copy: Indicate by transmittal form that copies of modified (if any) specifications and installation data have been distributed to Installer.
      e. Required Product Data Submittals:
         1) Supplementary Installation Instructions: Retain at job site manufacturer's supplementary installation instructions for products specified under Part 2 - Products. Maintain and make available installation instructions retained at job site.
         2) Caulks and Sealants

C. Samples:
   1. General: Review will be for color and texture only.
   2. Verification Samples: For verification purposes, submit complete set of samples, illustrating full range of color and texture to be expected in the completed work. Provide samples of the following minimum size: Submit 6" long sample of each type of sealant and caulking compound (with associated backup material) that will be exposed to view.

D. Product Warranty: Submit manufacturer's standard warranty to the Owner for each proprietary product herein specified, with warranty period beginning on Date of Substantial Completion. Warranty period shall be twenty (20) years.

E. Certification: Furnish written certification that specified firestop sealant meets or exceeds standard requirements when tested per ASTM E84 and E814.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery of Materials:
1. Deliver materials to the project in the original package with seals unbroken and with the manufacturer's name and brand stamped clearly thereon.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials utilized shall be from new cartridges with shelf-life valid during installation. Do not use seconds or remnants.
1. Color shall be as follows. (All colors subject to prior approval by the Consultant.) Provide color of exposed joint sealers from manufacturer's standard colors.
a. Joints separating two similar materials - match finish surface color.
b. Joints separating dissimilar materials, such as perimeter joints around louvers, door frames, window frames, etc. Match wall surface color.

B. Sealant. Use a two-component polysulfide base sealant. Use material of the proper type for the intended use. Sealant shall be one of the following: (For Exteriors)
1. "Synthacaulk 5" manufactured by Pecora Corp.
2. "Sonolastic" two-part manufactured by Sonneborn - Contech.

C. Polyurethane based sealant. In lieu of the two component polysulfide base sealants specified hereinbefore. The Contractor has the option of using one of the following:
1. "Dynatrol II" Dynamic Sealant manufactured by Pecora Corp.
2. "Dymeric" manufactured by Tremco.
3. "Sonolastic NP-II" manufactured by Sonneborn - Contech.

D. Sealant shall be one of the following silicone based sealants:
1. "Dow Corning 790 Building Sealant" manufactured by Dow Corning Corp.
2. "Silpruf Weatherproofing Sealant" manufactured by General Electric Company.
3. "864 Architectural Silicone Sealant" manufactured by Pecora Corp.

E. Penetration sealant (putty) shall be one of the following for use as listed by UL:
1. "Fire Stop #2000," one-part silicone sealant, manufactured by Dow Corning Corp.
2. "Fyre Shield" manufactured by Tremco.
3. "Smoke-Stop," gypsum cement base sealant, manufactured by USG Corp.

F. Primer shall be manufactured by the caulking or sealant manufacturer.

G. Filler material shall be as recommended by the caulking or sealant manufacturer.

H. Joint Primer/Sealer: Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.

I. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by the caulk/sealant manufacturer to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for performance of sealant. Provide self-adhesive tape recommended by caulk/sealant manufacturer.

J. Sealant and Caulk Backer Rod: Compressible rod and rectangular stock of polyethylene foam, polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable nonabsorptive material as recommended by caulk/sealant manufacturer for compatibility with caulk/sealant.

K. Joint Fillers, Pavement Types: use type recommended by sealant manufacturer:
   1. Self-Expanding Cork Joint Filler: Provide resilient and non-extruding type premolded cork units complying with ASTM D 1752 Type 111.
   2. Cork Joint Filler: Provide resilient, and non-extruding type premolded cork units complying with ASTM D 1752, Type 11.
   3. Sponge Rubber Joint Filler: Provide resilient, non-extruding, open-cell type premolded rubber, gray to match concrete, complying with ASTM D 1752, Type 1.

PART 3 - EXECUTION

3.1 PREPARATION

A. Preparation of Surfaces:
   1. Joint preparation. After all cleaning operations on the exterior of the building are completed, rake out all joints between the frames and the masonry walls to remove all loose mortar materials and thoroughly brush- clean to remove all dust and dirt. Where no backstop occurs to receive the caulking or sealant compound, fill joints with filler material as recommended by the caulking or sealant manufacturer.

3.2 INSTALLATION/APPLICATION/PERFORMANCE/ERECTION

A. Application:
   1. Apply caulking or sealant, and primer, in strict accordance with the printed instructions of the caulking or sealant manufacturer. Apply primer when and where recommended by the manufacturer.
   2. Primer: Prime or seal joint surfaces where recommended by manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.
   3. Joint Filler: Set joint filler units at depth or position in joint to coordinate with other work, including installation of bond breakers, backer rods and caulks/sealants. Do not leave voids or gaps between ends of joint filler units.
   4. Backer Rod: Install sealant backer rod, except where shown to be omitted or recommended to be omitted by manufacturer.
      a. For exterior joints over 1" wide, use rectangular type backer-rod.
   5. Bond Breaker: Install bond breaker tape where recommended by manufacturer.

6. Installation of Fire-Stopping Sealant:
   a. Install sealant including forming packing and other accessory materials to fill openings around mechanical and electrical services including ductwork, pipe, cables and conduits penetrating floors, walls, smoke compartments to provide fire stops with fire resistance ratings for floor or wall assembly in which penetration occurs.
7. Installation Techniques: Employ only proven installation techniques, which will ensure that caulks/sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove, so joint will not trap moisture and dirt.
8. Sealant Depth: Install sealant to depths as shown or, if not shown, as recommended by sealant manufacturer but with the following general limitations, measured at center (thin) section of bead:
   a. For sidewalks, pavements and similar joints sealed with sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but neither more than 5/8" deep nor less than 3/8" deep.
   b. For joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
9. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surface, or to migrate into the voids of adjoining surfaces including rough textures such as exposed aggregate panels. Using masking tape or other precautionary devices to prevent staining of adjoining surfaces, by either primer/sealer or sealant/caulking compound. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

3.3 ADJUSTMENT AND CLEANING

A. Clean and free from stains surfaces of all materials adjoining caulked or sealed joints. Remove excess of caulking or sealant on adjoining surfaces in accordance with the caulking or sealant manufacturer's instructions.

3.4 CURE AND PROTECTION

A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability. Advise Contractor of procedures required for cure and protection of joint sealers during construction period, so they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion.

3.5 TESTS FOR PERFORMANCE

A. After nominal cure of exterior joint sealants which are exposed to the weather, test for water leaks. Flood the joint exposure with water directed from a 3/4" garden hose held perpendicular to wall face, 2'-0" from joint, connected to a water system

with 30 psi minimum normal water pressure. Move stream of water along joint at an approximate rate of 20ft. per min.

B. Test approximately 5% of total joint system in locations which are typical of every joint condition and which can be inspected easily for leakage on opposite face. Conduct test in presence of Consultant, who will determine actual percentage of joints to be tested and actual period of exposure to water from hose, based upon extent of observed leakage, or lack thereof.

C. Repair installation at leaks or, if leakage is excessive, replace sealant installation.

END OF SECTION 07 *90 00*

Duluth
Capture the Spirit of Good Living

Office of the City Clerk
3167 Main Street
Duluth, GA 30096
P 770-476-3434 • F 770-623-2780

CONFIRMATION RECEIPT

SUBMITTED BY: Dusty Greer Roofing, Inc
(COMPANY NAME/INDIVIDUAL)

TYPE OF SUBMISSION
_____ Request for Bids
__✓__ Request for Proposals
_____ Request for Qualifications

PROJECT NAME: Roof Replacement - Duluth City Hall

Number of packages submitted: 1

DELIVERED BY: Claudia Duran
(PRINT NAME OF REPRESENTATIVE DELIVERING PROPOSAL)

OFFICE USE ONLY

DATE RECEIVED: 4-30-24 TIME RECEIVED: 9:15 a.m.

ACCEPTED BY: Lucia
(PRINT NAME OF EMPLOYEE RECEIVING PROPOSAL)

Copy

2026-02
Roof Replacement Project-City Hall Building

Bidder submits the following lump sum/unit prices for the **Roof Replacement Project City Hall Building** identified in Bid Form as part of this Bid. Failure to utilize and return this form as a part of the bidding documents may result in rejection of bid.

BIDDING FORM

ITEM
The undersigned agrees to provide all necessary labor, material, and equipment for the as defined in the Construction Documents for:

A. BASE BID, **Roof Replacement Project-City Hall Building**
LUMP SUM BASE BID
One hundred twenty-three thousand Dollars and 00 Cents
($ 123,000.00)*

*If unit pricing allowances are to be included in the Base Bid, please add $2,050.00 to the Base Bid, making the Base Bid $125,050.00.

2026-02
Roof Replacement Project-City Hall Building

Unit Pricing:

Item	Unit	Cost/Unit	Allowance
Unit Price 1: Where existing insulation is wet and/or deteriorated, remove the existing insulation and replace with polyisocyanurate insulation board to match the existing thickness. Secure the insulation board to the substrate, to hold it in place until the installation of the new metal roof panel system.	100 SF	4.50 /SF	$450.00
Unit Price 2: Where wood blocking, wood nailers, and/or fascia boards are damaged or deteriorated, remove all damaged or deteriorated wood to a point 6 inches past the damage or deterioration, and replace with new wood blocking to match existing. Secure new wood blocking with appropriate fasteners at spacing not to exceed 12 inches on-center, staggered pattern. The unit price for said work shall include priming and painting the wood to match the existing. Quote a separate unit price (per board foot) for such work.	100 Board Feet	3.00 /BF	$300.00
Unit Price 3: Where steel decking is damaged or rusted but remains structurally sound, wire brush deck units so that all rust is removed. Paint with specified metal primer and allow to dry before proceeding with the installation of new materials.	100 SF	4.00 /SF	$400.00
Unit Price 4: Where existing EIFS walls on top of the roof have existing damage or cracks, cut the damaged foam all way to the substrate, patch it with a piece of EPS, and mask the surrounding finish. Apply a new finish over the patched area and texture to match adjacent areas. Refinish the entire area for a uniform appearance per the manufacturer's recommendation.	50 SF	18.00 /SF	$900.00

*Individuals, firms, and businesses seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the City Manager named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City. Violations will be reviewed by the City Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

BIDDING FORM CONTINUED

(This Bid Form is part of the Bid Documents)

BID NUMBER: 2026-02 **BID DATE: Thursday, April 30, 2026**

SUBMITTAL DATE: April 30, 2026

BY: Dusty Greer Roofing, Inc.
(Bidder)

PROJECT DESCRIPTION: Roof Replacement Project-City Hall Building

THIS BID IS SUBMITTED TO: City of Duluth, Georgia (hereinafter called Owner)

This bid is submitted to the City in accordance with the instructions, requirements, and forms included in the bidding documents, and the bidder agrees to complete all work for the bid price and substantially complete the work within 60 days from the written notice to proceed.

The bidder agrees if the bid is accepted by the City within sixty (60) days of the date of bid opening, the bidder shall within ten days after receipt of notification of this acceptance execute a contract upon the terms, conditions, and prices set forth herein and in the form and manner required by the City. The bidder further accepts the terms and conditions contained in the bidding requirements for disposition of bid security.

b. Bidder has examined site and locality where the work is to be performed and legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting work cost, difficulty, progress, or performance and has made independent investigations as bidder deems necessary.

c. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawings depicting physical conditions as identified in General Conditions and accepts determination concerning technical data contained in reports and drawings on which bidder is entitled to rely.

d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in "c." above) pertaining to subsurface or physical conditions at site or otherwise affecting cost, progress, performance, or furnishing work as bidder considers necessary for performing or furnishing work at contract price, within contract time, and in accordance with terms and conditions contained in bid document package, including specifically provisions stated in General Conditions and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by bidder.

e. Bidder has reviewed and checked plans and data shown or indicated on bid document package with respect to existing underground facilities at or contiguous to site and assumes responsibility for accurately locating underground facilities. No additional

examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by bidder in order to perform and furnish work at contract price, within contract time, and in accordance with terms and conditions contained in bid document package, including specifically provisions stated in General Conditions.

f. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in bid document package.

g. Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in bid document package and written resolution by Owner is acceptable to bidder.

h. This bid is genuine and not made in interest of or for any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules produced by any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

i. The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91, in all manner, and such are conditions of the contract.

j. By submitting a bid to the City, contractor agrees that they are in compliance with O.C.G.A. §13-10-91. Such attestation(s) shall be maintained and may be inspected by the City at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

k. An affidavit of such compliance with O.C.G.A. §13-10-91 will be initiated by the City, signed by the contractor, and will become part of the contract.

l. State Law requires that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the City must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

m. The City Manager shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. §36-91-2(12) where any persons are employed on the City contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. §13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. §13-10-90(2), City of Duluth may direct the contractor to terminate that subcontractor. A contractor's failure to follow City of Duluth's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. §13- 10-90(2) may be sanctioned by termination of the contract.

n. Bidder shall comply with the Georgia Local Government Public Works Construction Law. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

COMPANY NAME: Dusty Greer Roofing, Inc.

2026-02
Roof Replacement Project-City Hall Building

In compliance with the attached specifications and O.C.G.A. §36-91-50, the undersigned offers and agrees, if this bid is accepted by the City within sixty (60) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the bid schedule.

Legal Business Name Dusty Greer Roofing, Inc

Address PO Box 1749 / 770 W Windsor Ind. Pkwy. Winder, GA 30680

Does your company currently have ~~a location~~ within the City? Yes ☐ No ☒

Representative Signature Dusty Greer

DUSTY GREER ROOFING INC. CORPORATE SEAL 1997 GEORGIA

Print Authorized Representative's Name Dusty Greer

Telephone Number (770) 207-5277 **Fax Number** N/A

E-Mail Address dustygreerroofing@yahoo.com

2026-02
Roof Replacement Project-City Hall Building

BIDDER'S ACKNOWLEDGEMENT

The undersigned bidder acknowledges all requirements outlined in the above "Instructions to Bidders Package" and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

SIGNATURE: Dusty Greer DATE 4/30/2026
(President, Vice President or Corporate Officer)

PRINTED NAME: Dusty Greer TITLE: President

ATTESTED BY: Sarah Greer DATE: 4/30/2026
(Secretary of Corporation)

PRINTED NAME Sarah Greer TITLE: Corporate Secretary

DUSTY GREER ROOFING INC. CORPORATE SEAL 1997 GEORGIA

(Corporate Seal Required if Bidder is a Corporation)

COMPANY NAME: Dusty Greer Roofing, Inc.

ADDRESS: PO Box 1749 / 770 W Winder Ind. Pkwy. Winder, GA 30680

CITY: Winder STATE: GA ZIP: 30680

TELEPHONE NO.: (770) 207-5277

END SECTION 000410

2026-02
Roof Replacement Project-City Hall Building

City of Duluth, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

Dusty Greer Roofing, Inc.
(Name of Contractor)

770 W. Winder Industrial Parkway, Winder, GA 30680
(Address of Contractor)

Corporation
(Corporation, Partnership or Individual)

hereinafter called Principal, and

Merchants Bonding Company (Mutual)
(Name of Surety)

6700 Westown Parkway, West Des Moines, IA 50266

(Address of Surety)

a Corporation of the State of Iowa and a surety authorized by law to do business in, the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Duluth
(Name of Obligee)

3167 Main Street, Duluth, Georgia 30096
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of ($Five Percent of Principal Bid (5% OPB)) Dollars in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents

WHEREAS, the Principal is about to submit, or has submitted, to the City of Duluth, a proposal for furnishing materials, labor, and equipment for

2026-02 Roof Replacement Project, City Hall Bldg. 3167 Main Street, Duluth, GA 30096

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by the City, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to City of Duluth, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Duluth upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. §36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

[Signatures on Next Page]

BID BOND

Signed, sealed and dated this 30th Day of April, A.D., 20 26

ATTEST:

Dusty Greer Roofing, Inc.

(Principal)

Principal Secretary) Sarah Greer

(SEAL)

By: Dusty Greer

770 W. Winder Industrial Pkwy, Winder, GA 30680
(Address)

(Witness to Principal) Cathy Davis

770 W Winder Industrial Pkwy
(Address) Winder, GA 30680

ATTEST:

Merchants Bonding Company (Mutual)
(Surety)

By:
(Attorney-in-Fact) Allan B. Webb

6700 Westown Pkwy, West Des Moines, IA 50266
Address

(Resident or Nonresident Agent)
Elizabeth Amato, Resident Agent

(SEAL)

(Witness as to Surety) Vicki M. Fetter, Sr Client Manager
5 Concourse Pkwy, Ste 2700, Atlanta, GA 30328
(Address)

NOTE: If Contractor is a Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located. Principal Secretary, Principal and Witness as to Principal signature lines must be signed by three different individuals. Additionally, Resident or Nonresident Agent, Witness as to Surety, and Attorney-in-fact must be signed by three different individuals

END SECTION 000430

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allan B Webb; John Clayton Snellings; Neill A Thompson IV; Stephen M Harmon

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority 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 Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of April , 2026 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

2026-02
Roof Replacement Project-City Hall Building

FORM OF NON-COLLUSION AFFIDAVIT

(This Non-Collusion Affidavit is Part of the Bid Documents)

BID NUMBER: 2026-02 **BID DATE: Thursday, April 30, 2026**

PROJECT NAME: Roof Replacement Project-City Hall Building

STATE OF Georgia,)

CITY OF Windur)

Dusty Greer
being first duly sworn, deposes and says that he is

President
(Sole owner, partner, president, secretary, etc.)

The party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City, or any person interested in the proposed Contract; and that all statements in Bid are true; and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Dusty Greer
(Affiant) Dusty Greer

Subscribed and Sworn to before me this 30th Day of April 2026

Catherine Ann Davis
(Notary Public in and for) Catherine Ann Davis

Windur
(City)

My Commission expires December 14, 2028

(SEAL) CATHERINE ANN DAVIS NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 14, 2028 WALTON COUNTY, GEORGIA

Failure to Return Each Page of This Section as Part of Your Bid Documents May Result in Rejection of Bid.

2026-02

COMPANY NAME: Dusty Greer Roofing, Inc

REFERENCES

City of Duluth requests a minimum of three (3) references where work of a similar size and scope has been completed. Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope of the project being bid on. Do not submit a project list in lieu of this form.

1. Company Name Duluth HS - Bldg 5040 (Project D) - Duluth, GA
   Brief Description of Project Carlisle 60-mil TPO Reroof
   Completion Date March, 2026
   Contract Amount $ 36,750.00 Start Dates March, 2026
   Contact Person Brian O'Toole Telephone (770) 407-5776
   E-Mail Address botoole@lpbatlanta.com

2. Company Name Meadowcreek HS - Bldg 5012
   Brief Description of Project Carlisle 60-mil TPO Reroof
   Completion Date March, 2026
   Contract Amount $ 150,820.00 Start Date March 2026
   Contact Person Troy Banta Telephone (678) 898-7937
   E-Mail Address troy.banta@gcpsk12.org

3. Company Name Hull MS - Bldgs 4010 & 4011
   Brief Description of Project Carlisle 60-mil TPO Reroof
   Completion Date March, 2024
   * Contract Amount $ 1,586,900.00 Start Date Jan, 2024
   Contact Person Troy Banta Telephone (678) 898-7937
   E-Mail Address troy.banta@gcpsk12.org

   * Contract Amt: $1,586,900.00. Final Contract amount after deductive CO was $1,469,750.77.

Failure to Return Each Page of This Section as Part of Your Bid Documents May Result in Rejection of Bid.
2026-02
COMPANY NAME: Dusty Greer Roofing, Inc

PART II – LITIGATION

LIST ANY LITIGATION THE FIRM OR ANY PARENT FIRM HAS BEEN IN OR IS CURRENTLY INVOLVED IN AND STATE THE STATUS AND/OR OUTCOME:

N/A

END SECTION 000450

2026-02 Roof Replacement Project-City Hall Building

CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Duluth has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the City, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Duluth Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

75702
E-Verify* User Identification Number

12/19/2007
Date Registered

Dusty Greer Roofing, Inc
Legal Company Name

770 W Winder Ind. Pkwy.
Street Address

Winder, GA 30680
City/State/Zip Code

DUSTY GREER ROOFING INC. CORPORATE SEAL 1997 GEORGIA

Dusty Greer
BY: Authorized Officer or Agent
(Contractor Signature)

4/30/26
Date

President
Title of Authorized Officer or Agent of Contractor

Dusty Greer
Printed Name of Authorized Officer or Agent

For City of Duluth Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
30th DAY OF April, 2026

Catherine Ann Davis
Notary Public
My Commission Expires: 12/14/2028

GWINNETT COUNTY, GEORGIA CATHERINE ANN DAVIS NOTARY PUBLIC MY COMMISSION EXPIRES

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Rev. 6.20.13

2026-02 Roof Replacement Project-City Hall Building

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with the City Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. Dusty Greer Roofing, Inc.
   Company Submitting Bid/Proposal

2. Please select one of the following:

   ☒ No information to disclose *(complete only section 4 below)*
   ☐ Disclosed information below *(complete section 3 & section 4 below)*

3. If additional space is required, please attach list:

   _____ City of Duluth Elected Official Name

   _____ City of Duluth Elected Official Name

   _____ City of Duluth Elected Official Name

   _____ City of Duluth Elected Official Name

   _____ City of Duluth Elected Official Name

   _____ City of Duluth Elected Official Name

4. BY: Dusty Greer

   Dusty Greer
   Printed Name of Authorized Officer or Agent

   President
   Title of Authorized Officer or Agent of Contractor

   Sworn to and subscribed before me this
   30th day of April, 2026

   Catherine Ann Davis
   Notary Public

   (Seal)

DUSTY GREER ROOFING INC. CORPORATE SEAL 1997 GEORGIA

CATHERINE ANN DAVIS NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 14, 2028 WALTON COUNTY, GEORGIA

Note: The ordinance will be available to view in its entirety at www.duluthga.net

DUSTGRE-01 VCHEEKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2026

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
Snellings Walters Insurance Agency
5 Concourse Pkwy
Suite 2700
Atlanta, GA 30328-5350

CONTACT NAME: Ruth Lyons
PHONE (A/C, No, Ext): (678) 347-1875 FAX (A/C, No):
E-MAIL ADDRESS: rlyons@snellingswalters.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Berkley Insurance Company	32603
INSURER C : Bridgefield Casualty Ins. Co.	10335
INSURER D : Evanston Insurance Company	35378
INSURER E : Axis Insurance Company	
INSURER F :	

INSURED
Dusty Greer Roofing, Inc.
770 W. Winder Industrial Parkway
Winder, GA 30680

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	CA000061740-01	4/15/2026	4/15/2027	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	CNA 4611180	4/15/2026	4/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	GX000010837-01	4/15/2026	4/15/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0196-63429	4/15/2026	4/15/2027	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
D	Pollution Liability			CPLMOL129921	4/15/2025	4/15/2027	Aggregate	2,000,000
E	Excess Liability			P-001-001983962-01	4/15/2026	4/15/2027	Occ/Agg	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: 2026-02 ROOF REPLACEMENT PROJECT - CITY HALL BUILDING - 3167 MAIN STREET DULUTH, GA 30096
The Certificate Holder is included as Additional Insured as respects to General Liability, Automobile Liability and Umbrella Liability. A Waiver of Subrogation is provided as respects to General Liability, Automobile Liability, Workers Compensation and Umbrella Liability. Coverage is primary and non-contributory as respects to General Liability, Auto Liability and Umbrella Liability. All are as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
The City of Duluth
3167 Main Street
Duluth, GA 30096

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: DUSTGRE-01 VCHEEKS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Snellings Walters Insurance Agency		Dusty Greer Roofing, Inc. 770 W. Winder Industrial Parkway Winder, GA 30680
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

26-27 Endorsements
General Liability:
CG2037 12/19 - Additional Insured-Owners, Lessees or Contractors-Completed Operations
CG2010 12/19 - Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization
AD06570923 - Primary Non-Contributing Insurance Endorsement
CG2404 5/9 - Waiver of Transfer of Rights of Recovery Against Others to us
AD08690217 - Designated Construction Project(s) General Aggregate Limit (Capped at $5,000,000)

Commercial Automobile:
AI CA 59 12 22 - Commercial Automobile Expansion Endorsement

Workers' Compensation:
WC 00 03 13 04-84 - Waiver of Our Right to Recover From Others Endorsement

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DUSTY GREER
COMMERCIAL ROOFING

SIMILAR GOVERNMENT PROJECTS COMPLETED IN THE LAST 3 YEARS

PROJECT: UNION COUNTY COURTHOUSE
ADDRESS: 65 COURTHOUSE STREET BLAIRSVILLE, GA
ORIGINAL CONTRACT AMOUNT: $475,000.00
PERCENTAGE OF CHANGE ORDERS: (-7%)
TOTAL SQUARE FOOTAGE: 29,000
PROJECT START DATE: FEB, 2026
SCHEDULED DURATION: 45 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $435,950.00
COST PER SQUARE FOOT: $15.00
PROJECT COMPLETION DATE: MAR, 2026
ACTUAL COMPLETION TIME: 30 DAYS
OWNER'S CONTACT INFORMATION: PAM HAWKINS / UNION CNTY COMMISSIONERS OFFICE – purchasing@uniongov.com
PROJECT ARCHITECT'S CONTACT INFORMATION: HAD NO INTERACTION WITH AN ARCHITECT

PROJECT: WALTON COUNTY GOVERNMENT BUILDING
ADDRESS: 303 SOUTH HAMMOND DRIVE, MONROE, GA
ORIGINAL CONTRACT AMOUNT: $101,090.00
PERCENTAGE OF CHANGE ORDERS: 7% - CO DUE TO UNANTICIPATED WET INSULATION
TOTAL SQUARE FOOTAGE: 10,000
PROJECT START DATE: FEB, 2026
SCHEDULED DURATION: 30 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $109,224.50
COST PER SQUARE FOOT: $10.92
PROJECT COMPLETION DATE: MAR, 2026
ACTUAL COMPLETION TIME: <30 DAYS
OWNER'S CONTACT INFORMATION: BRIAN COLLINS / WALTON COUNTY BOC – brian.collins@walton.ga.us
PROJECT ARCHITECT'S CONTACT INFORMATION: HAD NO INTERACTION WITH AN ARCHITECT

PROJECT: ROCKDALE COUNTY SHERIFF'S OFFICE (JAIL) – (A,B,D,F) & JOHNSON PARK
ADDRESS: 911 CHAMBERS DRIVE / 1781 EBENEZER RD, CONYERS, GA
ORIGINAL CONTRACT AMOUNT: $1,376,130.00
PERCENTAGE OF CHANGE ORDERS 7% - CO'S FOR CHANGE IN SCOPE OF WRK, BLDG ADDED, LIGHTNING PROTECT. ADDED.
TOTAL SQUARE FOOTAGE: 69,200
PROJECT START DATE: DEC. 2025
SCHEDULED DURATION: 90 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $1,482,825.00
COST PER SQUARE FOOT: $21.42
PROJECT COMPLETION DATE: MAR, 2026
ACTUAL COMPLETION TIME: <90 DAYS
OWNER'S CONTACT INFORMATION: BRITTANY KONOPKA / ROCKDALE COUNTY BOC – Brittany.konopka@rockdalecountyga.gov
PROJECT ARCHITECT'S CONTACT INFORMATION: HAD NO INTERACTION WITH AN ARCHITECT

PROJECT: COWETA COUNTY WORK RELEASE
ADDRESS: 101 SELT ROAD, NEWNAN, GA
ORIGINAL CONTRACT AMOUNT: $95,200.00
PERCENTAGE OF CHANGE ORDERS: 0%
TOTAL SQUARE FOOTAGE: 10,000
PROJECT START DATE: JAN, 2026
SCHEDULED DURATION: 30 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $95,200.00
COST PER SQUARE FOOT: $9.52
PROJECT COMPLETION DATE: FEB, 2026
ACTUAL COMPLETION TIME: <30 DAYS
OWNER'S CONTACT INFORMATION: MATT GRAMLING / COWETA CNTY FACILITIES MGMT – msgramling@coweta.ga.us
PROJECT ARCHITECT'S CONTACT INFORMATION: HAD NO INTERACTION WITH AN ARCHITECT

PROJECT: GWINNETT CENTRAL POLICE PRECINCT
ADDRESS: 3125 SATELLITE BLVD, NW, DULUTH, GA
ORIGINAL CONTRACT AMOUNT: $118,175.00
PERCENTAGE OF CHANGE ORDERS: 3% - CO DUE TO CHANGE IN SCOPE OF WORK
TOTAL SQUARE FOOTAGE: 14,100
PROJECT START DATE: APR, 2025
SCHEDULED DURATION: 60 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $123,072.00
COST PER SQUARE FOOT: $8.72
PROJECT COMPLETION DATE: JUN, 2025
ACTUAL COMPLETION TIME: <60 DAYS
OWNER'S CONTACT INFORMATION: HENRY VIZI / GWINNETT COUNTY - henry.vizi@gwinnettcounty.com
PROJECT ARCHITECT'S CONTACT INFORMATION: BRIAN OTOOLE / LINDSAY, POPE, BRAYFIELD – botoole@lpbatlanta.com

DUSTY GREER ROOFING, INC., P.O. BOX 1749 / 770 W WINDER IND. PKWY., WINDER, GA 30680

DUSTY GREER
COMMERCIAL ROOFING

SIMILAR GOVERNMENT PROJECTS COMPLETED IN THE LAST 3 YEARS

PROJECT: NOWELL GYMNASIUM REROOF
ADDRESS: 201 W SPRING STREET, MONROE, GA 30655
ORIGINAL CONTRACT AMOUNT: $110,948.00
PERCENTAGE OF CHANGE ORDERS: 0%
TOTAL SQUARE FOOTAGE: 10,700
PROJECT START DATE: FEB, 2025
SCHEDULED DURATION: 30 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $110,948.00
COST PER SQUARE FOOT: $10.36
PROJECT COMPLETION DATE: MAR, 2025
ACTUAL COMPLETION TIME: <30 DAYS
OWNER'S CONTACT INFORMATION: BRIAN COLLINS / WALTON COUNTY BOC – brian.collins@walton.ga.us
PROJECT ARCHITECT'S CONTACT INFORMATION: HAD NO INTERACTION WITH AN ARCHITECT

PROJECT: W NEWTON ELEMENTARY SCHOOL
ADDRESS: 13387 BROWN BR. RD., COVINGTON, GA 30016
ORIGINAL CONTRACT AMOUNT: $701,785.00
PERCENTAGE OF CHANGE ORDERS: (-7.4%)
TOTAL SQUARE FOOTAGE: 65,000
PROJECT START DATE: APR, 2025
SCHEDULED DURATION: 90 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $650,264.47
COST PER SQUARE FOOT: $10.00
PROJECT COMPLETION DATE: JUNE, 2025
ACTUAL COMPLETION TIME: 90 DAYS
OWNER'S CONTACT INFORMATION: CHARLES MINTON / NEWTON COUNTY SCHOOLS - minton.charles@newton.k12.ga.us
PROJECT ARCHITECT'S CONTACT INFORMATION: JEFF ROBINSON / CFM&M – jrobinson@cfmm.net

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PROJECT: OAK HILL ELEMENTARY SCHOOL
ADDRESS: 6243 GA 212, COVINGTON, GA 30016
ORIGINAL CONTRACT AMOUNT: $867,500.00
PERCENTAGE OF CHANGE ORDERS: (-8.3%)
TOTAL SQUARE FOOTAGE: 77,000
PROJECT START DATE: JULY, 2025
SCHEDULED DURATION: 60 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $794,646.85
COST PER SQUARE FOOT: $10.32
PROJECT COMPLETION DATE: SEPT, 2025
ACTUAL COMPLETION TIME: 60 DAYS
OWNER'S CONTACT INFORMATION: CHARLES MINTON / NEWTON COUNTY SCHOOLS - minton.charles@newton.k12.ga.us
PROJECT ARCHITECT'S CONTACT INFORMATION: JEFF ROBINSON / CFM&M - jrobinson@cfmm.net

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PROJECT: KEDRON ELEMENTARY SCHOOL
ADDRESS: 200 KEDRON DRIVE, PEACHTREE CITY, GA 30269
ORIGINAL CONTRACT AMOUNT: $122,000.00
PERCENTAGE OF CHANGE ORDERS: 0%
TOTAL SQUARE FOOTAGE: 9,300
PROJECT START DATE: SEPT, 2024
SCHEDULED DURATION: 30 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $122,000.00
COST PER SQUARE FOOT: $13.12
PROJECT COMPLETION DATE: OCT, 2024
ACTUAL COMPLETION TIME: <30 DAYS
OWNER'S CONTACT INFORMATION: JAMIE MARRERO / FAYETTE COUNTY SCHOOLS marrero.jamie@mail.fcboe.org
PROJECT ARCHITECT'S CONTACT INFORMATION: HAD NO INTERACTION WITH AN ARCHITECT

PROJECT: PHOENIX HIGH SCHOOL
ADDRESS: 501 W PIKE STREET, LAWRENCEVILLE, GA 30046
ORIGINAL CONTRACT AMOUNT: $1,000,500.00
PERCENTAGE OF CHANGE ORDERS: N/A CHANGE ORDER -: REFUND OF CONTRACT ALLOWANCES NOT USED
TOTAL SQUARE FOOTAGE: 117,300
PROJECT START DATE: APR, 2024
SCHEDULED DURATION: 90 DAYS
GENERAL DESCRIPTION: REROOF – NO TEAR OFF
FINAL CONTRACT AMOUNT: $976,340.00
COST PER SQUARE FOOT: $8.32
PROJECT COMPLETION DATE: JUNE, 2024
ACTUAL COMPLETION TIME: <90 DAYS
OWNER'S CONTACT INFORMATION: TROY BANTA / GWINNETT COUNTY PUBLIC SCHOOLS troy.banta@gcpsk12.org
PROJECT ARCHITECT'S CONTACT INFORMATION: DAVE DIPZINSKI / RAYMOND ENGINEERING dave.dipzinski@raymondllc.com

DUSTY GREER ROOFING, INC., P.O. BOX 1749 / 770 W WINDER IND. PKWY., WINDER, GA 30680

DUSTY GREER
COMMERCIAL ROOFING

SIMILAR GOVERNMENT PROJECTS COMPLETED IN THE LAST 3 YEARS

PROJECT: ARTHUR WILLIAMS MIDDLE SCHOOL
ADDRESS: 1175 US 301, JESUP, GA 31545
ORIGINAL CONTRACT AMOUNT: $1,606,450.00
PERCENTAGE OF CHANGE ORDERS: 0%
TOTAL SQUARE FOOTAGE: 95,000.00
PROJECT START DATE: AUG, 2025
SCHEDULED DURATION: 90 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $1,606,450.00
COST PER SQUARE FOOT: $16.91
PROJECT COMPLETION DATE: NOV, 2025
ACTUAL COMPLETION TIME: 90 DAYS
OWNER'S CONTACT INFORMATION: STEPHEN BOYD / WAYNE CNTY SCHOOLS –stephen.boyd@wayne.k12.ga.us
PROJECT ARCHITECT'S CONTACT INFORMATION: MIKE WELLS / SOUTHERN A&E – mwells@southernae.com

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PROJECT: MARTHA PUCKETT MIDDLE SCHOOL
ADDRESS: 475 DURRENCE RD, JESUP, GA 31545
ORIGINAL CONTRACT AMOUNT: $1,606,450.00
PERCENTAGE OF CHANGE ORDERS: 0%
TOTAL SQUARE FOOTAGE: 95,000.00
PROJECT START DATE: SEPT, 2025
SCHEDULED DURATION: 90 DAYS
GENERAL DESCRIPTION: REROOF
FINAL CONTRACT AMOUNT: $1,606,450.00
COST PER SQUARE FOOT: $16.91
PROJECT COMPLETION DATE: NOV, 2025
ACTUAL COMPLETION TIME: 90 DAYS
OWNER'S CONTACT INFORMATION: STEPHEN BOYD / WAYNE CNTY SCHOOLS –stephen.boyd@wayne.k12.ga.us
PROJECT ARCHITECT'S CONTACT INFORMATION: MIKE WELLS / SOUTHERN A&E – mwells@southernae.com

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PROJECT: BARROW COUNTY ARTS AND SCIENCES ACADEMY – PERFORMING ARTS CENTER
ADDRESS: 1007 AUSTIN ROAD, WINDER, GA 30680
ORIGINAL CONTRACT AMOUNT: $396,750.00
PERCENTAGE OF CHANGE ORDERS: 5% CO +: OWNER ADDED CONCESSIONS BLDG NOT IN ORIGINAL CONTRACT
TOTAL SQUARE FOOTAGE: 41,000
PROJECT START DATE: JUNE, 2024
SCHEDULED DURATION: 90 DAYS
GENERAL DESCRIPTION: NEW CONSTRUCTION
FINAL CONTRACT AMOUNT: $420,900.00
COST PER SQUARE FOOT: $10.26
PROJECT COMPLETION DATE: SEPT, 2024
ACTUAL COMPLETION TIME: <90 DAYS
OWNER'S CONTACT INFORMATION: JACOB BOYLE / CHARLES BLACK CONSTRUCTION jacob@charlesblackconstruction.com
PROJECT ARCHITECT'S CONTACT INFORMATION: HAD NO INTERACTION WITH AN ARCHITECT

PROJECT: YOUTH MIDDLE SCHOOL
ADDRESS: 1804 HWY 81 S, LOGANVILLE, GA 30052
ORIGINAL CONTRACT AMOUNT: $921,200.00
PERCENTAGE OF CHANGE ORDERS: N/A CHANGE ORDER -: REFUND OF CONTRACT ALLOWANCES NOT USED
TOTAL SQUARE FOOTAGE: 102,500
PROJECT START DATE: DEC, 2023
SCHEDULED DURATION: 90 DAYS
GENERAL DESCRIPTION: REROOF – NO TEAR OFF
FINAL CONTRACT AMOUNT: $879,239.88
COST PER SQUARE FOOT: $8.57
PROJECT COMPLETION DATE: MAR, 2024
ACTUAL COMPLETION TIME: <90 DAYS
OWNER'S CONTACT INFORMATION: GREG YEVICK / WALTON COUNTY PUBLIC SCHOOLS gregory.yevick@walton.k12.ga.us
PROJECT ARCH.'S CONTACT INFORMATION: ROGER BLOODWORTH / MSSA-PBK ARCH roger.bloodworth@mssa-pbk.com

DUSTY GREER
COMMERCIAL ROOFING

PROJECT APPROACH "A":
SUMMARY OF ALL SUBCONTRACTORS AND MANUFACTURERS MATERIALS

PROVIDE ONE (1) PAGE SUMMARY OF ALL SUBCONTRACTORS THAT WILL BE INVOLVED IN THE PROJECT AND MANUFACTURER'S MATERIALS TO BE USED:

SUBCONTRACTORS:

DUSTY GREER ROOFING, INC. WILL USE LABLED LIGHTNING PROTECTION AS A SUBCONTRACTOR FOR LIGHTNING PROTECTION.

MANUFACTURERS' MATERIALS TO BE USED:

DUSTY GREER ROOFING, INC., WILL USE CARLISLE-SYNTEC MATERIALS ON THIS PROJECT. ALL MATERIALS USED WILL BE CARLISLE APPROVED IN ORDER TO RECEIVE THE 20-YEAR NDL CARLISLE ROOFING SYSTEMS WARRANTY REQUESTED BY THE OWNER.

DUSTY GREER ROOFING, INC., P.O. BOX 1749 / 770 W WINDER IND. PKWY., WINDER, GA 30680

DUSTY GREER
COMMERCIAL ROOFING

PROJECT APPROACH "B":
COORDINATION OF ROOFING ACTIVITIES WHILE ALLOWING FOR USE OF BUILDING

PROVIDE ONE (1) PAGE SUMMARY IDENTIFYING HOW CONTRACTOR AND SUB-CONTRACTORS WILL COORDINATE ROOFING ACTIVITIES WHILE ALLOWING FOR USE OF THE BUILDING DURING THE PROJECT.

We strive to minimize the disruption of the everyday use of the building by effectively communicating and coordinating roofing activities with the Owner and Architect. Delivery dates, material lay down sites, dumpster and portable toilet location, work schedules and activities are discussed in detail at the Pre-Construction meeting to assure potential issues have been addressed and everyone is in agreement with the planned construction.

From the delivery of equipment and materials to the actual work on-site, Dusty Greer Roofing, Inc. works closely with those involved to assure everyone's safety. This is of paramount importance. Ladders are removed at the end of each workday, and the site is cleared of any debris that could cause a hazard to staff and visitors. Work areas are clearly defined, and if necessary, an employee is assigned to remain on the ground to ensure access to the work area is denied.

Due to the number of years we have served government agencies across the state of Georgia, our employees are aware of the special circumstances surrounding these projects and are highly trained to avoid interactions of any kind with children and adults on site.

The success of our company, the quality of our work, and smooth roofing process is due to our well-trained, experienced employees. The longevity of our employees enables them to work together as an efficient team. Each person has a specific role and responsibilities so the project runs smoothy. **The team assembled for this project has worked together to successfully complete over 60 government facilities at or below the contracted amount. (Contracts ranged between $300,000.00 to over $3,300,000.00.)** If awarded this project, our project management team will consist of the following professionals:

PROJECT MANAGER — **100% DEDICATION TO THIS PROJECT**

Geremy Markham will be the Executive Supervisor for this project. Geremy has 15+ years of experience in the roofing industry, all while being employed by Dusty Greer Roofing, Inc. His previous employment consisted of 5 years of Construction Project Management for AT&T, overseeing their wireless construction projects in the state of Georgia.

SUPERINTENDENT / SITE FOREMAN — **100% DEDICATION TO THIS PROJECT**

Ronnie Daniels will be the Superintendent / Site Foreman for this project. Dusty has over 22 years of experience in the roofing industry, all while being employed by Dusty Greer Roofing, Inc. His previous employment consisted of 16 years of experience as Vice President of Daniels Construction Company (metal building / steel erection).

SAFETY COORDINATOR — **100% DEDICATION TO THIS PROJECT**

Austin Davis has 14+ years of experience in the roofing industry, all while being employed by Dusty Greer Roofing, Inc. He is familiar with recognizing and correcting potential job site hazards. He is CPR, AED, and First Aid certified. He also has certifications in aerial and scissor lifts. Before joining Dusty Greer Roofing, Inc., he served as the Vice President of Design at Truss Sales and Installation for 5 years, where he estimated and designed light-gauge steel truss systems. Austin holds a Bachelor of Business Administration with a concentration in Management from Georgia College and State University.

Our experience, integrity and diligence in completing a project in a specified period, at the agreed price, without sacrificing quality and safety, is what distinguishes Dusty Greer Roofing, Inc. from all other competitors.

We truly appreciate the opportunity to bid on this project. Please do not hesitate to contact us if you have any questions or need additional information regarding our company or our bid.

DUSTY GREER ROOFING, INC., P.O. BOX 1749 / 770 W WINDER IND. PKWY., WINDER, GA 30680

CARLISLE SYNTEC SYSTEMS

April 27, 2026

DUSTY GREER ROOFING INC
770 W. WINDER INDUSTRIAL PARKW
WINDER, GA 30680-7806
US

Project: CITY HALL BLDG - ROOF REPLACEMENT - 2026-02

To Whom It May Concern:

This letter is to confirm that DUSTY GREER ROOFING INC of WINDER, GA is an authorized applicator in good standing.

DUSTY GREER ROOFING INC has been awarded with the following awards:
Centurion
ESP: 2023, 2024
FleeceBACK Champions: 2023
Hall of Fame: 250
Perfection Award: 2015, 2016, 2017, 2018, 2019, 2022, 2023, 2024, 2025, 2026

If you should have any further questions, please feel free to contact me.

Sincerely,

Shannon Wyatt
Southeast Regional Sales Manager

CARLISLE
SYNTEC SYSTEMS

January 1, 2024

Dusty Greer Roofing, Inc.
Attn: Dusty Greer
770 W. Winder Industrial Parkway
Winder, GA 30680



Dear Dusty,

On behalf of Carlisle SynTec Systems, I would like to congratulate you and everyone at Dusty Greer Roofing, Inc. for recently receiving Carlisle's 2024 Excellence in Single-Ply (ESP) award. One of the most prestigious awards in the commercial roofing industry, ESP was created 27 years ago to identify and reward Carlisle's most successful contractors. ESP status is given out annually to a small percentage of Carlisle's most dedicated and professionally minded applicators. Selection into this elite group is based on a company's volume and quality of Carlisle single-ply roofing systems.

Dusty Greer Roofing, Inc. has installed and warranted 8,922,950 square feet of Carlisle's single-ply roofing systems over the years and has completed 234 Perfect 10 installations as judged by Carlisle's' final inspection process. It is obvious that your company is committed to installing Carlisle's roofing systems with the utmost care.

It is this unyielding dedication to quality, coupled with the sheer volume of your installations that has allowed Dusty Greer Roofing, Inc. to receive the ESP distinction. You are one of a select group of authorized applicators that has received this honor, solidifying your elite status within our contractor recognition program.

Carlisle is grateful for the strong partnership we share with Dusty Greer Roofing, Inc. and we appreciate the hard work and dedication you have put forth, not only in 2023, but in previous years as well. Once again, I would like to congratulate you on your latest achievement and wish you the best moving forward.

Sincerely,

Stephen Schwar
President
Carlisle Construction Materials

SETTLEMENT AND RELEASE AGREEMENT

This ***Settlement and Release Agreement*** ("***Agreement***") is made as of the last date of execution by the signatories hereunder ("***Effective Date***") and is entered into by and between **Cotton Commercial USA, Inc.,** a Texas Corporation ("***Cotton***") on the one hand, and **City of Duluth, Georgia** ("***Customer***"), on the other hand. Cotton and Customer may be referred to in this Agreement generically and/or individually as a "***Party***" and/or may be referred to in this Agreement collectively as the "***Parties***."

RECITALS

WHEREAS, on **June 8, 2026**, Cotton and Customer entered into a ***Contract for Roof Replacement*** ("***Contract***"), pursuant to which Cotton agreed to perform Services and/or Work in connection with the repair of identified buildings/improvements located at: **3167 Main St, Duluth, GA 30096** ("***Premises***"). In exchange, Customer agreed to pay Cotton for the Services/Work performed.

WHEREAS, the Contract includes provisions allowing the Parties to terminate within a certain timeframe, under certain conditions, and after fulfilling certain defined obligations, *e.g.*, payment by Customer for Services performed by Cotton. The Parties now mutually agree and desire to voluntarily terminate the Contract, subject to the terms and conditions in this Agreement.

WHEREAS, the Parties hereby intend to finally resolve all claims and disputes of any kind or nature whatsoever among them, including, but not limited to, any and all claims and/or potential claims either of the Parties may have arising from the Contract and/or otherwise and further to affirmatively cancel and terminate any further and/or future obligations imposed on any of the Parties by the Contract.

NOW, THEREFORE, for good and valuable consideration, including the covenants and agreements herein, and intending to be legally bound, the Parties agree as follows:

1. Cancellation. In consideration of the agreements and covenants herein, the Parties **ACKNOWLEDGE**, **UNDERSTAND AND AGREE**, that the Contract is immediately cancelled and terminated. Accordingly, the Parties **ACKNOWLEDGE**, **UNDERSTAND AND AGREE**, that no further claims can be made based on and/or arising from the Contract.

Further, the Parties agree that no additional work is expected to be performed by Cotton. And, the Parties agree that no additional payments are to be paid by Customer; specifically, twenty-eight thousand two hundred ninety-three dollars and sixty-three cents ($28,293.63) of retainage associated with change orders one (1), two (2), and three (3) to the Contract is not due from Customer. Cotton shall provide to Customer the Contractor's Unconditional Final Waiver and Release of Lien as required by the Contract.

2. Mutual Release. Cotton and its successors and assigns hereby irrevocably and unconditionally release and forever discharge Customer and all of its past, present, and future employees, officers, directors, agents, shareholders, members, managers, partners, attorneys, parent companies, subsidiaries, and affiliates, as well as other persons and entities acting on its behalf, from any and all claims, liens, demands, obligations, actions, causes of action, counts, damages, liabilities, indemnification, losses, fees, costs, or expenses of any kind or nature that were asserted or could have been asserted or arise out of the subject matter of the Contract and/or that arise out of any other fact or circumstance that was known or reasonably should have been known by Cotton as of the Effective Date.

Except for the obligations explicitly set forth in or created by this Agreement, Customer and its successors and assigns hereby irrevocably and unconditionally release and forever discharge Cotton and all of its past, present, and future employees, officers, directors, agents, shareholders, members, managers, partners, and attorneys, parent companies, subsidiaries, and affiliates, as well as all other persons and entities acting on their behalf, from any and all claims whether now existing and/or arising in the future, liens, demands, obligations, actions, causes of action, counts, damages, liabilities, indemnification, losses, fees, costs, or expenses of any kind or nature that were asserted or could have been asserted or that arise and/or are alleged to have arisen out of the Contract, or the Services/Work performed and/or that were to have been performed by Cotton at the Premises and/or that arise or are alleged to have arisen out of any other fact or circumstance without regard to whether or not Customer knew of the applicable fact(s) and/or circumstance(s) on the Effective Date.

Customer hereby expressly waives and assumes the risk of any and all claims for damages whether now existing and/or arising in the future which it does not know or suspect to exist, whether through ignorance, oversight, error, or negligence, which if known would affect their decision to enter into this Agreement.

3. Covenant Not to Sue. Customer agrees and covenants not to sue or prosecute any claims against Cotton which were asserted, or may have been asserted against Cotton, or which Customer now has, or which may hereafter accrue or otherwise be acquired on account of or in any way arising out of, or which are and/or could have been the subject of the Contract and/or any of the Services/Work performed or that were to have been performed by Cotton. Customer retains the right to file a lawsuit if, and only if, Cotton defaults on any terms of this agreement.

Likewise, Cotton agrees and covenants not to sue or prosecute any claims against Customer which were asserted, or may have been asserted against Customer, or which Cotton now has, or which may hereafter accrue or otherwise be acquired on account of or in any way arising out of, or which are and/or could have been the subject of the Contract, other than to file a lawsuit if, and only if, Customer defaults on any of the terms of this Agreement.

4. Voluntary Agreement. The Parties expressly declare and represent that they have read the foregoing Agreement. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement and that they approve and accept the terms and conditions contained herein and that this Agreement is executed freely and voluntarily. This Agreement shall be construed and interpreted as though jointly drafted by the Parties.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements, communications and understandings, and all prior oral and written communications, agreements, and understandings, if any exist, between the Parties with respect to the subject matter of this Agreement are superseded and displaced by this Agreement. Each Party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by any Party.

6. Binding Effect. This Agreement is binding upon, and shall be to the benefit of, the Parties, and each of them and each of their partners, beneficiaries, trustees, predecessors, parents, subsidiaries, affiliates, controlling persons, officers, directors, shareholders, members, guarantors, agents, employees, heirs, representatives, executors, attorneys, successors, assigns, and all those acting in concert or participation with them or under their direction or control.

7. Modification and Waiver. No modification or waiver of any of the terms of this Agreement will be enforceable unless in writing, signed by all Parties. No waiver of any breach or default of this Agreement shall be deemed to be a waiver of any subsequent breach or default.

8. No Admission of Liability. The Parties understand and agree that this Agreement is a compromise of certain disputes, entered into solely to avoid the expense and inconvenience of litigation. The Parties further understand and agree that no Party admits or has admitted any liability, violation of law, or wrongdoing in connection with the subject matter of this Agreement. The Parties agree that they negotiated the terms of this Agreement in good faith and that this Agreement reflects a settlement that was reached voluntarily after consultation with competent legal counsel.

9. Headings. The headings of the various clauses of this Agreement have been inserted for the convenience of the Parties only. They shall not be used to interpret or construe the meaning of the terms and provisions hereof.

10. Governing Law. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws provisions and venue shall solely be in Gwinnett County, Georgia. If any provision in this Agreement is held to be invalid and/or unenforceable, all other provisions shall nevertheless continue in full force and effect.

11. Authority to Execute. The Parties represent and warrant to each other that the person executing this Agreement has full authority and capacity to execute this Agreement and to give the release and other promises contained in this Agreement.

12. Representations and Covenants. The Parties hereby warrant and expressly represent to each other that the facts, statements, representations, warranties, and covenants contained in the *Recitals* are true, correct, and accurate. Further, the Parties agree that each of the facts, statements, representations, warranties, and covenants in the *Recitals* are hereby deemed material, are incorporated herein by reference, and constitute a substantive part of this Agreement. Each Party further represents that: it owns and/or has authority for the claims referenced herein and it has not assigned such claims to any third-party. Customer further warrants and expressly represents to Cotton, the following:

- This Agreement, upon due execution by Parties will constitute a legal, valid and binding obligation of Customer enforceable in accordance with its terms.
- Customer is under no legal disability, contractual or otherwise, that prohibits it from entering into this Agreement and performing its obligations hereunder.
- Customer knows of no reason that full performance of the Agreement's terms could not be accomplished.
- Customer has fully informed itself of the contents, terms, conditions, and effects of this Agreement, and having read this document, fully understands same.
- In deciding to enter this Agreement, Customer relied on its own judgment and the judgment of its counsel.

13. Additional Documents and Actions. All Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional action which may be necessary and appropriate to give full force and effect to the terms of this Agreement.

14. Counterparts. This Agreement may be signed in counterparts; and upon the event of each Party signing the Agreement, it shall be final and binding upon the Parties. The Parties agree this Agreement may be executed in multiple counterparts, identically worded, and that each such

counterpart shall constitute a single agreement between the Parties. Signatures received by facsimile and/or e-mail shall have the same force and effect as the original signatures.

15. Recovery of Costs for Breach. The prevailing party in any legal proceeding based on this Agreement shall be entitled to reasonable attorneys' fees and court costs in addition to any other legal or equitable remedies that are available.

16. Effectiveness. This Agreement shall become effective following the full execution by all Parties.

Date: _____, 2026
Cotton Commercial USA, Inc.

By: _____
Kevin Fowler, President

Date: _____, 2026
City of Duluth, Georgia

By: _____

ACKNOWLEDGMENT

State of Georgia§

County of Gwinnett§

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ _____, as _____ of City of Duluth, Georgia. On this day personally appeared, _____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose, in the capacity, and for the consideration therein expressed.

_____
Notary Public in and for the State of _____

_____
Printed Name of Notary Public
My Commission Expires: _____

ORDINANCE
TO AMEND THE CITY OF DULUTH
2027 FISCAL YEAR BUDGET

AN ORDINANCE TO AMEND THE 2027 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2027 fiscal year as follows:

Total Revenues:	66,902,684
Operations Expenditures:	43,220,399
Capital Improvement Expenditures:	23,682,285
Total Expenditures:	66,902,684

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth is terminating its roofing contract with Cotton Commercial and awarding the contract to Dusty Greer Roofing in an award amount of $123,000; and

WHEREAS the scope of the project has not changed, however the contract price has increased by $27,928 due to this being the second lowest bidder; and

WHEREAS it is requested $27,928 in unallocated 2023 SPLOST Administrative Facilities funds be added to the City Hall Design\Build – General Government Buildings – Buildings line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2027 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	66,930,612
Operations Expenditures:	43,220,399
Capital Improvement Expenditures:	23,710,213
Total Expenditures:	66,930,612

IT IS SO ORDAINED this _____ day of _____, 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson Cummings, Post 5

Those councilmembers voting in opposition:

_____

_____

_____

ATTEST:_____
Teresa S. Lynn, City Clerk

ORDINANCE
CITY OF DULUTH
DULUTH TAX ALLOCATION DISTRICT ADVISORY COMMITTEE

WHEREAS, the City of Duluth and Gwinnett County Board of Commissioners executed an Intergovernmental Agreement (IGA) that allowed Gwinnett County tax increments in the computation of the Tax Allocation District; and

WHEREAS, the Mayor and Council approved the creation of an advisory committee to be populated by representatives from the City of Duluth, the Chair of Gwinnett County Board of Commissioners and the Gwinnett County Director of Planning; and

WHEREAS, the creation of the Duluth TAD Advisory Committee, herein after known as "DTADAC" will review all projects involving the expenditure of Tax Allocation Increments, and/or all issuances of TAD financing, prior to their consideration for approval by the Redevelopment Agency (City Council). The DTADAC shall be made up of five (5) regular members. Members shall include two (2) members of the Mayor & Council, the City Manager or his/her designee, the Chair of the Gwinnett County Commission or his/her designee and the Gwinnett County Director of Planning or his/her designee; and

NOW THEREFORE, the Mayor and Council of the City of Duluth hereby ordains that the following individuals be appointed as members of the Duluth Tax Allocation District Advisory Committee and be authorized to serve in their positions for four (4) year terms unless a majority vote of Council removes such member (s).

Re-Appoint:

Greg Whitlock (City Council)	Expires 7/11/30	Term begin date: 2014
Manfred Graeder (City Council)	Expires 7/11/30	Term begin date: 2024

Permanent Members:

Duluth City Manager	Permanent	N/A
Chair, Gwinnett County Commission	Permanent	N/A
Director, Gwinnett County Planning Dept	Permanent	N/A

IT IS SO ORDAINED this _____ day of July, 2026.

_____
Mayor Greg Whitlock

Those councilmembers voting in favor:

_____
Sarah Y. Park, Post 1

_____
Marline Thomas, Post 2

_____
Kenneth Lamar Doss, Post 3

_____
Manfred Graeder, Post 4

_____
Shenée Johnson-Cummings, Post 5

Those councilmembers voting in opposition: _____

_____

_____

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk