



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, January 22, 2024
7:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Gwinnett Chamber
2. Central Gwinnett Teacher of the Year - Principal Shane Orr and Jenna Cloninger
3. Event Coordinator - Elyssa Pate
4. New Public Works Director - Huston Gillis

Approval of Prior Meeting Minutes

5. December 13, 2023, Work Session, Executive Session, and Regular Meeting
6. January 10, 2024, Work Session, and Executive Session

Announcements

Public Comment

To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

- [7.](#) Purchase of Gas Pipe and Materials
- [8.](#) Grayson Hwy. 6-inch Steel Replacement Project
- [9.](#) Comprehensive HVAC Services on an Annual Contract
- [10.](#) 2024 Event Entertainment Consultant Contract
- [11.](#) Lawrenceville Arts Commission Project Update – Crogan Street Mural Easement Agreement

Council Business Old Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

- [12.](#) Ordinance to create a New Article of Chapter 10 of the Code of the City of Lawrenceville, Georgia to be known and designated as “Multi-Family Rental housing”

Council Business New Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

- [13.](#) Paper Mill Road Sidewalk Improvements Project Change Order 3

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 22, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Purchase of Gas Pipe and Materials
- Department:** Gas
- Date of Meeting:** Monday, January 22, 2024
- Fiscal Impact:** \$218,273.50
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Award Purchase of Gas Pipe and Materials to sole bidder, Consolidated Pipe & Supply Co., Inc. in the amount of \$218,273.50.

Summary: This purchase will provide all pipe and materials for the Grayson Hwy. 6-inch Steel Replacement Project to include 8,600 feet of 6-inch steel pipe, 3,750 feet of 4-inch PE pipe, and 300 feet of 2" PE pipe.

Fiscal Impact: Amount of \$218,273.50. This project is funded by the Capital Outlay Fund (2304700.541000). Project #SWP1.

Attachments/Exhibits:
Bid Tabulation

SB019-24
Purchase of Gas Pipe & Materials
Gas Department

				Consolidated Pipe & Supply Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	6" Dual Coat Steel, .219 wall (minimum) X-52 Dual Coat FBE (minimum)	8,610	Ft	\$20.10	\$173,061.00
2	6" Bottom Out Fitting, Mueller H-17282	2	Ea	\$3,387.00	\$6,774.00
3	6" Steel Ball Valve, Class 300 Kerotest Full Port Weld x Weld	2	Ea	\$2,113.00	\$4,226.00
4	F1 Epoxy Kits	240	Ea	\$25.25	\$6,060.00
5	6" 90-degree elbow, STD WPHY-52	6	Ea	\$88.00	\$528.00
6	6" 45-degree elbow, STD WPHY-52	4	Ea	\$69.00	\$276.00
7	6" Cap, STD WPHY-52	4	Ea	\$164.00	\$656.00
8	2" Bottom Out Fitting, Mueller H-17160	1	Ea	\$182.00	\$182.00
9	6" 22-degree elbow, STD WPHY-52	4	Ea	\$123.00	\$492.00
10	2" Transition fitting, Steel to PE	2	Ea	\$52.00	\$104.00
11	1/2" PE, 1/2" CTS PE2708 .090 wall	1500	Ft	\$0.29	\$435.00
12	2" PE, 2" IPS PE2708 SDR-11 .216 wall	500	Ft	\$1.29	\$645.00
13	4" PE, 4" IPS PE2708 SDR-11 .409 wall	3,760	Ft	\$4.10	\$15,416.00
14	2" Electrofuse Coupling, PE2406/2708 SDR11	10	Ea	\$9.30	\$93.00
15	3" Electrofuse Coupling, PE2406/2708 SDR11	5	Ea	\$17.50	\$87.50
16	4" Electrofuse Coupling, PE2406/2708 SDR11	15	Ea	\$26.00	\$390.00

BID TABULATION

17	4" x 5/8" Service Tee with EFV (800), PE2406/2708 SDR11	34	Ea	\$80.00	\$2,720.00
18	4" Buttfuse Tee, PE2406/2708 SDR11	8	Ea	\$19.00	\$152.00
19	3" Buttfuse Tee, PE2406/2708 SDR11	2	Ea	\$12.00	\$24.00
20	4" x 3" Buttfuse Reducer, PE2406/2708 SDR11	2	Ea	\$11.00	\$22.00
21	4" x 2" Buttfuse Reducer, PE2406/2708 SDR11	8	Ea	\$8.00	\$64.00
22	4" PE Buttfuse Cap, PE2406/2708 SDR11	4	Ea	\$8.00	\$32.00
23	2" PE Buttfuse Cap, PE2406/2708 SDR11	4	Ea	\$3.00	\$12.00
24	1/2" Metfit Coupling, 1/2" CTS .090 Wall	100	Ea	\$9.00	\$900.00
25	66" Pipeline Marker, TriView with Lawrenceville Gas Info	10	Ea	\$39.00	\$390.00
26	4" PE Ball Valve, Full Port PE2406/2708 SDR11	4	Ea	\$253.00	\$1,012.00
27	2" PE Ball Valve, Full Port PE2406/2708 SDR11	10	Ea	\$68.00	\$680.00
28	25" – 36" Valve Box Complete Assembly with Collar and Lid, Plastic Valve Box with Cast Iron Collar and Lid	20	Ea	\$96.00	\$1,920.00
29	#10 / #12 Wire Connectors, Proline yellow wire connector with sealant	100	Ea	\$3.00	\$300.00
30	#12 Tracer wire (500' roll), Polycoat (Solid)	10	Rl	\$62.00	\$620.00
TOTAL				\$218,273.50	

Recommended vendor:

Consolidated Pipe & Supply Co., Inc.
 194 Hurricane Shoals Road
 Lawrenceville, GA 30045
 P: 770-822-9664
 F: 770-822-9323
 email: Paul.Root@cspipe.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 22, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Grayson Hwy. 6-inch Steel Replacement Project
- Department:** Gas
- Date of Meeting:** Monday, January 22, 2024
- Fiscal Impact:** \$1,209,318.15
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Award Grayson Hwy. 6-inch Steel Replacement Project to low bidder, Pride Utility Construction Co., amount not to exceed \$1,209,318.15. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the installation of approximately 8,600 feet of 6-inch steel main, two 6” control fittings, and two 6” ball valves on Grayson Hwy, Scenic Hwy, and E. Crogan St. Also included in the project is the installation of approximately 3,750 feet of 4-inch PE main, 150 feet of 2-inch PE, two 4-inch tie-overs, seven 2-inch tie-overs, and the tie-over or replace approximately 34 service lines. The installation of approximately 150 feet of 2-inch PE with a one 2-inch tie-over will also be completed on New Hope Rd./Sandalwood Circle.

Fiscal Impact: Amount not to exceed \$1,209,318.15. This project is funded by the Capital Outlay Fund (2304700.541000). Project #SWP1.

Attachments/Exhibits:
Bid Tabulation

SB018-24
Grayson Hwy. 6-inch Steel Replacement Project
Gas Department

				Piedmont Western Utility Services, Inc.		Pride Utility Construction Co.		Southeast Connection, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project									
1	Warranties & Bonds	1	LS	\$35,000.00	\$35,000.00	\$25,079.32	\$25,079.32	\$18,700.00	\$18,700.00
2	Remobilization	1	LS	\$27,000.00	\$27,000.00	\$9,883.63	\$9,883.63	\$5,308.97	\$5,308.97
3	2" Polyethylene Open Trench	1	LF	\$48.00	\$48.00	\$41.02	\$41.02	\$41.93	\$41.93
4	2" Polyethylene Bore	300	LF	\$75.00	\$22,500.00	\$38.82	\$11,646.00	\$41.93	\$12,579.00
5	4" Polyethylene Bore	3750	LF	\$130.00	\$487,500.00	\$38.50	\$144,375.00	\$37.39	\$140,212.50
6	6" Steel Open Trench	1	LF	\$300.00	\$300.00	\$109.02	\$109.02	\$167.75	\$167.75
7	6" Steel Bore	8400	LF	\$287.00	\$2,410,800.00	\$91.73	\$770,532.00	\$167.75	\$1,409,100.00
8	4" Polyethylene Tie-in	2	EA	\$2,400.00	\$4,800.00	\$4,450.13	\$8,900.26	\$3,309.15	\$6,618.30
9	2" Polyethylene Tie-in	10	EA	\$2,000.00	\$20,000.00	\$3,707.85	\$37,078.50	\$2,757.62	\$27,576.20
10	Service Tie-over Shortside	1	EA	\$2,000.00	\$2,000.00	\$1,335.85	\$1,335.85	\$2,032.18	\$2,032.18
11	Service Tie-over Longside	1	EA	\$3,000.00	\$3,000.00	\$2,144.23	\$2,144.23	\$2,438.62	\$2,438.62
12	Service Replacement Insert/Re-dig Shortside	16	EA	\$3,000.00	\$48,000.00	\$2,671.69	\$42,747.04	\$2,838.59	\$45,417.44
13	Service Replacement Insert/Re-dig Longside	18	EA	\$4,000.00	\$72,000.00	\$2,770.50	\$49,869.00	\$3,237.77	\$58,279.86
14	Locate Station Installation	10	EA	\$500.00	\$5,000.00	\$148.43	\$1,484.30	\$270.96	\$2,709.60
15	2" Steel Tap and Stop	1	EA	\$7,000.00	\$7,000.00	\$14,552.02	\$14,552.02	\$12,600.48	\$12,600.48
16	6" Steel Tap and Stop	2	EA	\$10,000.00	\$20,000.00	\$23,848.98	\$47,697.96	\$20,900.40	\$41,800.80
17	Add for Rock Bore 6"	100	LF	\$120.00	\$12,000.00	\$195.32	\$19,532.00	\$125.00	\$12,500.00
18	Add for Blast/Hammer Rock	100	LF	\$150.00	\$15,000.00	\$223.11	\$22,311.00	\$135.00	\$13,500.00
25	Cost Plus/Crew with Welder	1	Daily Rate	\$9,500.00		\$7,114.92		\$5,935.00	

BID TABULATION

26	Cost Plus/Crew without Welder	1	Daily Rate	\$8,500.00		\$5,715.63		\$4,647.00	
Total				\$3,191,948.00		\$1,209,318.15		\$1,811,583.63	

Recommended Vendor:

Pride Utility Construction Co.

1576 Candler Rd.

Gainesville, GA 30507

P: 770-532-0085

matt.pridemore@prim.com



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AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 22, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Comprehensive HVAC Services on an Annual Contract
- Department:** Facilities and Grounds Maintenance
- Date of Meeting:** Monday, January 22, 2024
- Fiscal Impact:** \$250,000.00
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Award Comprehensive HVAC Services on an Annual Contract to overall low responsive bidder, United Maintenance, Inc. in the amount of \$250,000.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This contract will cover, but is not limited to, preventative maintenance, service calls, and emergency services for HVAC equipment located at City Hall, Police Headquarters, Public Works, and Lawrenceville Lawn buildings. The preventative maintenance is a fixed fee and service calls and repairs will be covered on a time and materials basis.

Fiscal Impact: Amount of \$250,000.00. This contract is funded by the Service Contracts Fund (1001565.522210).

Attachments/Exhibits:
Bid Tabulation

**SB016-24
Comprehensive HVAC Services on an Annual Contract
Facilities Maintenance**

SECTION A: CITY HALL				5 Seasons Mechanical, LLC		Capital City Mechanical Services, LLC		Daikin Applied		J.R. Hobbs Co.		
ITEM #	DESCRIPTION	APPROX. QTY	FREQUENCY OF SERVICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	Air Handling Unit, Make-Up Air Unit >15HP Quarterly Maintenance	3	EA	4	\$105.00	\$1,260.00	\$50.00	\$600.00	\$86.00	\$1,032.00	\$75.00	\$900.00
2	Air Handling Unit, Make-Up Air Unit >15HP Biannually Maintenance	3	EA	2	\$125.00	\$750.00	\$45.00	\$270.00	\$0.00	\$0.00	\$60.00	\$360.00
3	Air Handling Unit, Make-Up Air Unit >15HP Annually Maintenance	3	EA	1	\$105.00	\$315.00	\$43.00	\$129.00	\$176.00	\$528.00	\$150.00	\$450.00
4	Air Handling Unit (AHU), Return Air, 15-30 HP, Quarterly Maintenance	7	EA	4	\$105.00	\$2,940.00	\$70.00	\$1,960.00	\$86.00	\$2,408.00	\$60.00	\$1,680.00
5	Air Handling Unit (AHU), Return Air, 15-30 HP Biannual Maintenance	7	EA	2	\$105.00	\$1,470.00	\$65.00	\$910.00	\$0.00	\$0.00	\$95.00	\$1,330.00
6	Air Handling Unit (AHU), Return Air, 15-30 HP, Annually Maintenance	7	EA	1	\$125.00	\$875.00	\$90.00	\$630.00	\$176.00	\$1,232.00	\$150.00	\$1,050.00
7	Chiller, Air Cooled, Screw, 150-250 Tons Quarterly Maintenance	1	EA	4	\$1,240.00	\$4,960.00	\$280.00	\$1,120.00	\$176.00	\$704.00	\$75.00	\$300.00
8	Chiller, Air Cooled, Screw, 150-250 Tons Annually Maintenance	1	EA	1	\$2,480.00	\$2,480.00	\$350.00	\$350.00	\$784.00	\$784.00	\$500.00	\$500.00
9	Exhaust Fan, Ceiling Mounted, 0-5 HP Quarterly	1	EA	4	\$105.00	\$420.00	\$70.00	\$280.00	\$43.00	\$172.00	\$100.00	\$400.00
10	Exhaust Fan, Ceiling Mounted, 0-5 HP Annually	1	EA	1	\$105.00	\$105.00	\$30.00	\$30.00	\$43.00	\$43.00	\$75.00	\$75.00
11	Pumps, Chilled Water, 11-50 HP Quarterly	2	EA	4	\$155.00	\$1,240.00	\$30.00	\$240.00	\$43.00	\$344.00	\$40.00	\$320.00
12	Pumps, Chilled Water, 11-50 HP Annually	2	EA	1	\$155.00	\$310.00	\$30.00	\$60.00	\$176.00	\$352.00	\$40.00	\$80.00
13	Split System, Cooling Only, <7.5 Tons Biannually	2	EA	2	\$125.00	\$500.00	\$30.00	\$120.00	\$43.00	\$172.00	\$75.00	\$300.00
14	Split System, Cooling Only, <7.5 Tons Annually	2	EA	1	\$105.00	\$210.00	\$30.00	\$60.00	\$171.00	\$342.00	\$125.00	\$250.00
15	Water Heater, Gas, 150-300 GAL Quarterly	2	EA	4	\$310.00	\$2,480.00	\$25.00	\$200.00	\$43.00	\$344.00	\$25.00	\$200.00
16	Water Heater, Gas, 150-300 GAL Annually	2	EA	1	\$2,480.00	\$4,960.00	\$30.00	\$60.00	\$43.00	\$86.00	\$25.00	\$50.00
TOTAL SECTION A: CITY HALL					\$25,275.00		\$7,019.00		\$8,543.00		\$8,245.00	

SECTION B: POLICE DEPARTMENT					5 Seasons Mechanical, LLC		Capital City Mechanical Services, LLC		Daikin Applied		J.R. Hobbs Co.	
ITEM #	DESCRIPTION	APPROX. QTY		FREQUENCY OF SERVICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	Air Handling Unit (AHU), Return Air, 15-30 HP Quarterly	2	EA	4	\$125.00	\$1,000.00	\$65.00	\$520.00	\$86.00	\$688.00	\$75.00	\$600.00
18	Air Handling Unit (AHU), Return Air, 15-30 HP Annually	2	EA	1	\$105.00	\$210.00	\$45.00	\$90.00	\$176.00	\$352.00	\$150.00	\$300.00
19	Chiller, Air Cooled, Screw, 150-250 Tons Quarterly Maintenance	2	EA	4	\$620.00	\$4,960.00	\$280.00	\$2,240.00	\$176.00	\$1,408.00	\$75.00	\$600.00
20	Chiller, Air Cooled, Screw, 150-250 Tons Annually Maintenance	2	EA	1	\$1,240.00	\$2,480.00	\$350.00	\$700.00	\$784.00	\$1,568.00	\$500.00	\$1,000.00
21	Heat Pump, Air Cooled, 0-5 Tons, Quarterly	1	EA	4	\$105.00	\$420.00	\$65.00	\$260.00	\$43.00	\$172.00	\$75.00	\$300.00
22	Heat Pump, Air Cooled, 0-5 Tons, Annually	1	EA	1	\$125.00	\$125.00	\$65.00	\$65.00	\$86.00	\$86.00	\$125.00	\$125.00
23	Split System, Cooling Only, <7.5 Tons, Quarterly	3	EA	4	\$105.00	\$1,260.00	\$65.00	\$780.00	\$43.00	\$516.00	\$75.00	\$900.00
24	Split System, Cooling Only, <7.5 Tons, Annually	3	EA	1	\$125.00	\$375.00	\$65.00	\$195.00	\$86.00	\$258.00	\$125.00	\$375.00
25	Split System, Cooling with Electric Heat, <7.5 Tons, Quarterly	2	EA	4	\$105.00	\$840.00	\$65.00	\$520.00	\$43.00	\$344.00	\$80.00	\$640.00
26	Split System, Cooling with Electric Heat, <7.5 Tons, Annually	2	EA	1	\$125.00	\$250.00	\$65.00	\$130.00	\$86.00	\$172.00	\$140.00	\$280.00
27	Water Heater, Gas, 150-300 GAL, Annually	2	EA	4	\$620.00	\$4,960.00	\$45.00	\$360.00	\$43.00	\$344.00	\$25.00	\$200.00
28	Water Heater, Gas, 150-300 GAL, Annually	2	EA	1	\$2,480.00	\$4,960.00	\$45.00	\$90.00	\$43.00	\$86.00	\$25.00	\$50.00
TOTAL SECTION B: POLICE DEPARTMENT					\$21,840.00		\$5,950.00		\$5,994.00		\$5,370.00	

SECTION C: PUBLIC WORKS					5 Seasons Mechanical, LLC		Capital City Mechanical Services, LLC		Daikin Applied		J.R. Hobbs Co.	
ITEM #	DESCRIPTION	APPROX. QTY		FREQUENCY OF SERVICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
28	Ceiling Cassette Unit Biannually	29	EA	2	\$105.00	\$6,090.00	\$70.00	\$4,060.00	\$43.00	\$2,494.00	\$80.00	\$4,640.00
29	Ceiling Cassette Unit Annually	29	EA	1	\$125.00	\$3,625.00	\$70.00	\$2,030.00	\$101.00	\$2,929.00	\$100.00	\$2,900.00
30	Gas Heat Pump Quarterly	4	EA	4	\$105.00	\$1,680.00	\$50.00	\$800.00	\$171.00	\$2,736.00	\$75.00	\$1,200.00

31	Gas Heat Pump Biannually	4	EA	2	\$125.00	\$1,000.00	\$50.00	\$400.00	\$0.00	\$0.00	\$75.00	\$600.00
32	Gas Heat Pump Annually	4	EA	1	\$125.00	\$500.00	\$50.00	\$200.00	\$784.00	\$3,136.00	\$150.00	\$600.00
33	Split System Biannually	1	EA	2	\$210.00	\$420.00	\$50.00	\$100.00	\$43.00	\$86.00	\$75.00	\$150.00
34	Split System Annually	1	EA	1	\$250.00	\$250.00	NB	\$0.00	\$171.00	\$171.00	\$150.00	\$150.00
TOTAL SECTION C: PUBLIC WORKS					\$13,565.00		\$7,590.00		\$11,552.00		\$10,240.00	

SECTION D: SOUTH LAWN				5 Seasons Mechanical, LLC		Capital City Mechanical Services, LLC		Daikin Applied		J.R. Hobbs Co.		
ITEM #	DESCRIPTION	APPROX. QTY		FREQUENCY OF SERVICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
35	Split System Biannually	1	EA	2	\$210.00	\$420.00	\$70.00	\$140.00	\$86.00	\$172.00	\$75.00	\$150.00
36	Split System Annually	1	EA	1	\$125.00	\$125.00	\$70.00	\$70.00	\$171.00	\$171.00	\$150.00	\$150.00
TOTAL SECTION D: SOUTH LAWN					\$545.00		\$210.00		\$343.00		\$300.00	

SECTION E: ON-CALL REPAIRS AND MAINTENANCE				5 Seasons Mechanical, LLC		Capital City Mechanical Services, LLC		Daikin Applied		J.R. Hobbs Co.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
37	Technician – Repair during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	160	HR	\$105.00	16800	\$140.00	\$22,400.00	\$171.00	\$27,360.00	\$85.00	\$13,600.00
38	Technician – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	20	HR	\$127.50	\$2,550.00	\$210.00	\$4,200.00	\$256.50	\$5,130.00	\$125.00	\$2,500.00
39	Helper – Repair during normal hours, Monday – Friday, 8:00 AM to 5:00 PM	100	HR	\$85.00	\$8,500.00	\$140.00	\$14,000.00	\$171.00	\$17,100.00	\$55.00	\$5,500.00
40	Helper – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	10	HR	\$105.00	\$1,050.00	\$210.00	\$2,100.00	\$256.50	\$2,565.00	\$85.00	\$850.00
41	Service Call Charge (one-time charge per call)	20	CALLS	\$125.00	\$2,500.00	\$0.00	\$0.00	\$513.00	\$10,260.00	\$85.00	\$1,700.00
42	Service Call Trip Charge	20	EA	\$125.00	\$2,500.00	\$60.00	\$1,200.00	\$50.00	\$1,000.00	\$85.00	\$1,700.00

43	Mechanic - Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	15	HR	\$125.00	\$1,875.00	\$140.00	\$2,100.00	\$171.00	\$2,565.00	\$65.00	\$975.00
44	Mechanic – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	5	HR	\$127.50	\$637.50	\$210.00	\$1,050.00	\$256.50	\$1,282.50	\$100.00	\$500.00
45	Helper – Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	10	HR	\$85.00	\$850.00	\$140.00	\$1,400.00	\$171.00	\$1,710.00	\$45.00	\$450.00
46	Helper – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	5	HR	\$105.00	\$525.00	\$210.00	\$1,050.00	\$256.50	\$1,282.50	\$75.00	\$375.00
TOTAL SECTION E: ON-CALL REPAIRS AND MAINTENANCE				\$37,787.50		\$49,500.00		\$70,255.00		\$28,150.00	

SECTION F: PARTS AND EQUIPMENT PLUS PERCENTAGE MARK-UP CHARGE			5 Seasons Mechanical, LLC		Capital City Mechanical Services, LLC		Daikin Applied		J.R. Hobbs Co.	
ITEM #	DESCRIPTION	APPROX. QTY	PERCENT MARK-UP	TOTAL PRICE	PERCENT MARK-UP	TOTAL PRICE	PERCENT MARK-UP	TOTAL PRICE	PERCENT MARK-UP	TOTAL PRICE
47	State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 15% of Actual Costs)	\$50,000.00	15%	\$57,500.00	15%	\$57,500.00	15%	\$57,500.00	12%	\$56,250.00
TOTAL SECTION F: PARTS AND EQUIPMENT PLUS PERCENTAGE MARK-UP CHARGE			\$57,500.00		\$57,500.00		\$57,500.00		\$56,250.00	

BID TOTALS	5 Seasons Mechanical, LLC	Capital City Mechanical Services, LLC	Daikin Applied	J.R. Hobbs Co.
TOTAL SECTION A: CITY HALL	\$25,275.00	\$7,019.00	\$8,543.00	\$8,245.00
TOTAL SECTION B: POLICE DEPARTMENT	\$21,840.00	\$5,950.00	\$5,994.00	\$5,370.00
TOTAL SECTION C: PUBLIC WORKS	\$13,565.00	\$7,590.00	\$11,552.00	\$10,240.00
TOTAL SECTION D: SOUTH LAWN	\$545.00	\$210.00	\$343.00	\$300.00
TOTAL SECTION E: ON-CALL REPAIRS AND MAINTENANCE	\$37,787.50	\$49,500.00	\$70,255.00	\$28,150.00
TOTAL SECTION F: PARTS AND EQUIPMENT PLUS PERCENTAGE MARK-UP CHARGE	\$57,500.00	\$57,500.00	\$57,500.00	\$56,250.00
TOTAL	\$156,512.50	\$127,769.00	\$154,187.00	\$108,555.00
Will vendor hold pricing firm? Renewal Option 1	4% Increase	3% Increase	3% Increase	5% Increase
Will vendor hold pricing firm? Renewal Option 2	4% Increase	3% Increase	3% Increase	5% Increase
Will vendor hold pricing firm? Renewal Option 3	4% Increase	3% Increase	3% Increase	5% Increase
Will vendor hold pricing firm? Renewal Option 4	4% Increase	3% Increase	3% Increase	5% Increase

SECTION A: CITY HALL				Maxair Mechanical, LLC		RL Refrigeration Services		United Maintenance, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY		FREQUENCY OF SERVICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Air Handling Unit, Make-Up Air Unit >15HP Quarterly Maintenance	3	EA	4	\$50.00	\$600.00	\$120.00	\$1,440.00	\$65.00	\$780.00
2	Air Handling Unit, Make-Up Air Unit >15HP Biannually Maintenance	3	EA	2	\$50.00	\$300.00	\$34.98	\$209.88	\$32.50	\$195.00
3	Air Handling Unit, Make-Up Air Unit >15HP Annually Maintenance	3	EA	1	\$50.00	\$150.00	\$99.70	\$299.10	\$32.50	\$97.50
4	Air Handling Unit (AHU), Return Air, 15-30 HP, Quarterly Maintenance	7	EA	4	\$50.00	\$1,400.00	\$115.18	\$3,225.04	\$65.00	\$1,820.00
5	Air Handling Unit (AHU), Return Air, 15-30 HP Biannual Maintenance	7	EA	2	\$50.00	\$700.00	\$34.90	\$488.60	\$32.50	\$455.00
6	Air Handling Unit (AHU), Return Air, 15-30 HP, Annually Maintenance	7	EA	1	\$100.00	\$700.00	\$99.61	\$697.27	\$32.00	\$224.00

BID TABULATION

7	Chiller, Air Cooled, Screw, 150-250 Tons Quarterly Maintenance	1	EA	4	\$100.00	\$400.00	\$933.00	\$3,732.00	\$110.00	\$440.00
8	Chiller, Air Cooled, Screw, 150-250 Tons Annually Maintenance	1	EA	1	\$250.00	\$250.00	\$952.38	\$952.38	\$250.00	\$250.00
9	Exhaust Fan, Ceiling Mounted, 0-5 HP Quarterly	1	EA	4	\$25.00	\$100.00	\$163.38	\$653.52	\$20.00	\$80.00
10	Exhaust Fan, Ceiling Mounted, 0-5 HP Annually	1	EA	1	\$32.00	\$32.00	\$36.52	\$36.52	\$10.00	\$10.00
11	Pumps, Chilled Water, 11-50 HP Quarterly	2	EA	4	\$50.00	\$400.00	\$51.33	\$410.64	\$10.00	\$80.00
12	Pumps, Chilled Water, 11-50 HP Annually	2	EA	1	\$50.00	\$100.00	\$336.90	\$673.80	\$10.00	\$20.00
13	Split System, Cooling Only, <7.5 Tons Biannually	2	EA	2	\$75.00	\$300.00	\$336.90	\$1,347.60	\$32.50	\$130.00
14	Split System, Cooling Only, <7.5 Tons Annually	2	EA	1	\$25.00	\$50.00	\$84.25	\$168.50	\$32.50	\$65.00
15	Water Heater, Gas, 150-300 GAL Quarterly	2	EA	4	\$50.00	\$400.00	\$84.25	\$674.00	\$20.00	\$160.00
16	Water Heater, Gas, 150-300 GAL Annually	2	EA	1	\$50.00	\$100.00	\$32.90	\$65.80	\$10.00	\$20.00
TOTAL SECTION A: CITY HALL					\$5,982.00		\$15,074.65		\$4,826.50	

SECTION B: POLICE DEPARTMENT					Maxair Mechanical, LLC		RL Refrigeration Services		United Maintenance, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		FREQUENCY OF SERVICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	Air Handling Unit (AHU), Return Air, 15-30 HP Quarterly	2	EA	4	\$50.00	\$400.00	\$181.32	\$1,450.56	\$65.00	\$520.00
18	Air Handling Unit (AHU), Return Air, 15-30 HP Annually	2	EA	1	\$50.00	\$100.00	\$65.80	\$131.60	\$32.50	\$65.00
19	Chiller, Air Cooled, Screw, 150-250 Tons Quarterly Maintenance	2	EA	4	\$100.00	\$800.00	\$931.00	\$7,448.00	\$65.00	\$520.00
20	Chiller, Air Cooled, Screw, 150-250 Tons Annually Maintenance	2	EA	1	\$400.00	\$800.00	\$932.00	\$1,864.00	\$285.00	\$570.00
21	Heat Pump, Air Cooled, 0-5 Tons, Quarterly	1	EA	4	\$50.00	\$200.00	\$156.50	\$626.00	\$65.00	\$260.00

BID TABULATION

22	Heat Pump, Air Cooled, 0-5 Tons, Annually	1	EA	1	\$50.00	\$50.00	\$76.90	\$76.90	\$32.50	\$32.50
23	Split System, Cooling Only, <7.5 Tons, Quarterly	3	EA	4	\$33.00	\$396.00	\$83.10	\$997.20	\$65.00	\$780.00
24	Split System, Cooling Only, <7.5 Tons, Annually	3	EA	1	\$32.00	\$96.00	\$83.10	\$249.30	\$32.50	\$97.50
25	Split System, Cooling with Electric Heat, <7.5 Tons, Quarterly	2	EA	4	\$50.00	\$400.00	\$83.10	\$664.80	\$65.00	\$520.00
26	Split System, Cooling with Electric Heat, <7.5 Tons, Annually	2	EA	1	\$25.00	\$50.00	\$83.10	\$166.20	\$32.50	\$65.00
27	Water Heater, Gas, 150-300 GAL, Annually	2	EA	4	\$50.00	\$400.00	\$83.10	\$664.80	\$20.00	\$160.00
28	Water Heater, Gas, 150-300 GAL, Annually	2	EA	1	\$50.00	\$100.00	\$66.51	\$133.02	\$20.00	\$40.00
TOTAL SECTION B: POLICE DEPARTMENT					\$3,792.00		\$14,472.38		\$3,630.00	

SECTION C: PUBLIC WORKS				Maxair Mechanical, LLC		RL Refrigeration Services		United Maintenance, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY	FREQUENCY OF SERVICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
29	Ceiling Cassette Unit Biannually	29	EA	2	\$25.00	\$1,450.00	\$34.96	\$2,027.68	\$25.00	\$1,450.00
30	Ceiling Cassette Unit Annually	29	EA	1	\$25.00	\$725.00	\$21.05	\$610.45	\$25.00	\$725.00
31	Gas Heat Pump Quarterly	4	EA	4	\$50.00	\$800.00	\$269.22	\$4,307.52	\$110.00	\$1,760.00
32	Gas Heat Pump Biannually	4	EA	2	\$25.00	\$200.00	\$3,079.00	\$24,632.00	\$110.00	\$880.00
33	Gas Heat Pump Annually	4	EA	1	\$100.00	\$400.00	\$321.00	\$1,284.00	\$110.00	\$440.00
34	Split System Biannually	1	EA	2	\$75.00	\$150.00	\$552.95	\$1,105.90	\$110.00	\$220.00
35	Split System Annually	1	EA	1	\$25.00	\$25.00	\$127.51	\$127.51	\$110.00	\$110.00
TOTAL SECTION C: PUBLIC WORKS					\$3,750.00		\$34,095.06		\$5,585.00	

SECTION D: SOUTH LAWN				Maxair Mechanical, LLC		RL Refrigeration Services		United Maintenance, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY		FREQUENCY OF SERVICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
36	Split System Biannually	1	EA	2	\$50.00	\$100.00	\$81.32	\$162.64	\$110.00	\$220.00
37	Split System Annually	1	EA	1	\$50.00	\$50.00	\$81.32	\$81.32	\$65.00	\$65.00
TOTAL SECTION D: SOUTH LAWN					\$150.00		\$243.96		\$285.00	

SECTION E: ON-CALL REPAIRS AND MAINTENANCE				Maxair Mechanical, LLC		RL Refrigeration Services		United Maintenance, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
38	Technician – Repair during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	160	HR	\$110.00	17600	\$160.00	\$25,600.00	\$110.00	\$17,600.00	
39	Technician – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	20	HR	\$148.50	\$2,970.00	\$220.00	\$4,400.00	\$165.00	\$3,300.00	
40	Helper – Repair during normal hours, Monday – Friday, 8:00 AM to 5:00 PM	100	HR	\$45.00	\$4,500.00	\$135.00	\$13,500.00	\$0.00	\$0.00	
41	Helper – Repair after hours, Monday – Friday, After 5:00 PM, Weekends & Holidays	10	HR	\$60.75	\$607.50	\$190.00	\$1,900.00	\$0.00	\$0.00	
42	Service Call Charge (one-time charge per call)	20	CALLS	\$0.00	\$0.00	\$290.00	\$5,800.00	\$95.00	\$1,900.00	
43	Service Call Trip Charge	20	EA	\$25.00	\$500.00	\$85.00	\$1,700.00	\$0.00	\$0.00	
44	Mechanic - Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	15	HR	\$110.00	\$1,650.00	\$155.00	\$2,325.00	\$65.00	\$975.00	
45	Mechanic – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	5	HR	\$148.50	\$742.50	\$225.00	\$1,125.00	\$92.50	\$462.50	
46	Helper – Ductwork Installer during normal hours, Monday – Friday, 8:00 a.m. to 5:00 p.m.	10	HR	\$45.00	\$450.00	\$125.00	\$1,250.00	\$0.00	\$0.00	
47	Helper – Ductwork Installer after hours, Monday – Friday, After 5:00 p.m., Weekends & Holidays	5	HR	\$60.75	\$303.75	\$175.00	\$875.00	\$0.00	\$0.00	
TOTAL SECTION E: ON-CALL REPAIRS AND MAINTENANCE					\$29,323.75		\$58,475.00		\$24,237.50	

BID TABULATION

SECTION F: PARTS AND EQUIPMENT PLUS PERCENTAGE MARK-UP CHARGE			Maxair Mechanical, LLC		RL Refrigeration Services		United Maintenance, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY	PERCENT MARK-UP	TOTAL PRICE	PERCENT MARK-UP	TOTAL PRICE	PERCENT MARK-UP	TOTAL PRICE
48	State Percentage Mark-Up Charge above Cost of Parts, Materials and Equipment (Not to Exceed 15% of Actual Costs)	\$50,000.00	15%	\$57,500.00	15%	\$57,500.00	15%	\$57,500.00
TOTAL SECTION F: PARTS AND EQUIPMENT PLUS PERCENTAGE MARK-UP CHARGE			\$57,500.00		\$57,500.00		\$57,500.00	

BID TOTALS	Maxair Mechanical, LLC		RL Refrigeration Services		United Maintenance, Inc.	
TOTAL SECTION A: CITY HALL	\$5,982.00		\$15,074.65		\$4,826.50	
TOTAL SECTION B: POLICE DEPARTMENT	\$3,792.00		\$14,472.38		\$3,630.00	
TOTAL SECTION C: PUBLIC WORKS	\$3,750.00		\$34,095.06		\$5,585.00	
TOTAL SECTION D: SOUTH LAWN	\$150.00		\$243.96		\$285.00	
TOTAL SECTION E: ON-CALL REPAIRS AND MAINTENANCE	\$29,323.75		\$58,475.00		\$24,237.50	
TOTAL SECTION F: PARTS AND EQUIPMENT PLUS PERCENTAGE MARK-UP CHARGE	\$57,500.00		\$57,500.00		\$57,500.00	
TOTAL	\$100,497.75		\$179,861.05		\$96,064.00	
Will vendor hold pricing firm? Renewal Option 1	5% Increase		0%		0%	
Will vendor hold pricing firm? Renewal Option 2	5% Increase		0%		3% Increase	
Will vendor hold pricing firm? Renewal Option 3	5% Increase		0%		3% Increase	
Will vendor hold pricing firm? Renewal Option 4	5% Increase		0%		3% Increase	

Recommended Vendor:
 United Maintenance, Inc.
 3687 McElroy Road
 Atlanta, GA 30340
 P: 770-455-1656
batkinson@unitedmaintenance.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JANUARY 22, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** 2024 Event Entertainment Consultant Contract
- Department:** Community and Economic Development
- Date of Meeting:** Monday, January 22, 2024
- Fiscal Impact:** Not to exceed \$180,000
- Presented By:** Jasmine Billings, Community & Economic Development Director
- Action Requested:** Approve the 2024 Event Entertainment Consultant Contract for the Community & Economic Development Department and authorize the Mayor to execute the contract upon review and approval of the City Attorney.

Summary: The Community & Economic Development Department is seeking the consideration to approve the Event Entertainment Consultant Contract. Events such as Summer Concerts, Prelude to the Fourth, Cultura, and Harvest Festival require additional assistance when booking live entertainment such as tribute bands and national acts for city-sanctioned events. BrioLIVE is a consultant group that has served cities in the southern region assisting with booking talent to best promote and highlight community events. BrioLIVE provides thorough quality service, has a point of contact for all scheduled events, and continues to diversify entertainment as organized by the Community & Economic Development Department. City staff (Community & Economic Development Department, Risk Manager, Legal, and BrioLIVE) have reviewed the contract to ensure that all risks were accounted for and were in continuous conversations with BrioLIVE as the contract was crafted.

Attachment:
2024 Brio LIVE Entertainment Consultant Contract



CONTRACT

This Booking Agreement (the "Agreement") is made on "DATE", by and between **BrioLIVE Production & Entertainment**, 118 West A Street, Suite A, Kannapolis, NC, 28081, United States (hereinafter "Consultant"), and "City of Lawrenceville", 70 South Clayton Street, Lawrenceville, GA 30046, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the **Purchaser** engages the **Consultant** to provide the entertainment generally described as the "Performance" listed herein. The **Consultant** hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Duties

Purchaser is desirous of hiring the **Consultant** to be the exclusive talent buyer for 2024⁴³ City Events hereinafter referred to as "City Events", which shall consist of multiple individual concert dates to be mutually determined by the **Consultant** and **Purchaser** (each referred to as a "Concert"). The Event and Concerts shall be located in downtown Lawrenceville ("Premises").

The duties of the **Consultant** will be: To conduct preliminary negotiations with artists and their representatives, assist in processing contracts, consult the Purchaser on how to meet all necessary requirements, excluding rider, as outlined in the contracts which have been approved by the **Purchaser**. **Consultant** and **Purchaser** will carry out their duties in a conscientious, diligent, and responsible manner, at all times protecting each other's integrity and reputation so that the image to the public will be of the highest caliber. For the purposes of this Agreement, all so-called "free" or unpaid talent shall not be secured by the **Consultant**.

2. Payments

The total contract shall not exceed \$180,000.00 for the year, which includes all compensation to any artist and to the **Consultant** for all acts/artists booked for the **Purchaser** (the "Consultant's Fee"). Upon acceptance of any offer submitted by the **Consultant**, **Purchaser** shall be responsible for paying fifty percent (50%) of deposits on the artist guarantee and fifty percent (50%) of the consultant's fee. The remaining balance due of the consultant fee and the artist fee shall be paid seven (7) days before the Event. The consultant Fee may not represent the total remuneration received by **Consultant**, which may realize additional revenue from services such as sponsorships, ticketing, promotions, marketing initiatives, and block buys.

Deposit of funds are due 10 days after the contract is issued payable to the Consultant.

Fed ID 81-2955693

For the deposit and final payment, an EFT Transfer will be issued to the **Consultant**. The agency fee is included in the deposit and is considered earned upon execution of the contract and is non-refundable.

3. Security

The **Purchaser** shall commit to having proper security to ensure and maintain the orderliness of the event.

4. Facilities and Personnel

Purchaser shall furnish on the Premises, at its sole expense unless otherwise agreed to within an agreement with the **Consultant**, (a) a suitable stage with adequate heated/air-conditioned dressing room (s), areas for sound and light controls, areas for spotlights and such other facilities as are necessary or appropriate, and will furnish and pay for all its own expenses necessary for proper presentation of the event on the date and time of the above-mentioned performance, to include sound equipment, lighting, rigging, stage operation crew, and other equipment. Additional stage-hands to load-in/load-out are subject to approval per **Purchaser**. In addition, **Purchaser** shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances contemplated herein.

5. Intellectual Property

The Purchaser shall not itself, nor shall it permit others, to the best of its ability, to record, broadcast, or televise, photograph, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. Segments, less than 15 seconds of any performance may be posted on social media as this is a public event. Consultant will work with artists to obtain approval for Purchaser to be permitted to record portions of the event or performance and use such recordings for promotional purposes.

6. Merchandising

Artist(s) shall have the exclusive right to sell all types of artist-related merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, CDs, stickers, or other merchandise on the premises of the Place of Performance during the Date of the Performance. The artist will retain 100% of the gross revenue from merchandise sales.

7. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of the artist at the performance solely for the purpose of increasing attendance at the performance.

8. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date.
- b. **Termination.** If, on or before the Date of Performance, **Purchaser** has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of **Purchaser** fails or refuses to make such payment forthwith, **Consultant** shall have the right to cancel this Agreement by notice of a minimum of 30 days to **Purchaser** to that effect, and to retain any amounts theretofore paid to **Consultant** by **Purchaser**.

9. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control. In this situation, the deposit can be transferred to a mutually-agreeable date within 365 days of the original date. If the **Purchaser** cancels the event outright outside of governmental regulations for shutdown, the deposit will be forfeited as it's considered earned by the **Consultant** for holding the date.

10. INDEMNITY AND INSURANCE.

Consultant will indemnify and hold the **Purchaser** and its employees, officers, and agents, harmless from any claims, liabilities, damages, costs, and expenses arising out of the performance of or failure to perform the **Consultant's** duties, or any acts or omissions of the **Consultant**, whether occurring within or outside the scope of representative's agency, employment or duties and that is not otherwise the result of **Purchaser** or **Purchaser's** representative's gross negligence or willful misconduct. **Consultant** shall keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive general liability (with a limit to be no less than one million dollars \$1,000,000.00), or any additional amount agreed upon by **Consultant** and artist's representative, and shall ensure that all **Consultant** employees are protected by worker's compensation as required by law. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the **Purchaser** upon request. **Purchaser** assumes full responsibility for the operation of the Premises where the Event will take place and all facilities and equipment thereon.

11. Governing Law

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia. The parties agree that the jurisdiction and venue of any legal proceeding shall be in Gwinnett County, Georgia

12. Assignment/Transfer

Neither **Consultant** nor **Purchaser** may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the **Consultant** and **Purchaser** and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided herein shall be in writing and personally served or mailed to each Party at the addresses provided.

14. Entire Agreement

This Agreement contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements, or undertakings, whether oral or written, express or implied, shall have any force or effect. No modification or amendment may be made except by writing executed by both parties. If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed, and delivered.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LAWRENCEVILLE, GEORGIA

BY: _____
David Still, Mayor
City of Lawrenceville, Georgia

ATTEST:

Karen Pierce, City Clerk
City of Lawrenceville

APPROVED AS TO
FORM:

City of Lawrenceville Attorney
Pereira, Kirby, Kinsinger & Nguyen, LLP

SERVICE PROVIDER: BrioLIVE Entertainment

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title

(Corporate Seal or Notary Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JANUARY 22, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Lawrenceville Arts Commission Project Update – Crogan Street Mural Easement Agreement
- Department:** Community and Economic Development
- Date of Meeting:** Monday, January 22, 2024
- Fiscal Impact:** \$0
- Presented By:** Jasmine Billings, Community & Economic Development Director, and Aura Leigh, Arts Commission Chair
- Action Requested:** Approve the Easement Agreement with OCP Lawrenceville LLC for the Crogan Street Mural and authorize the Mayor to execute the agreement upon review and approval of the City Attorney.

Summary: The Lawrenceville Arts Commission, established in October 2020, has recently recommended the Crogan Street Mural design to be displayed alongside McCray’s Tavern. To proceed with the installation of the mural, an easement agreement with OCP Lawrenceville LLC is requested for approval. This agreement aims to establish clear definitions of roles and responsibilities, ensuring a mutually agreed-upon framework for the successful execution of the project.

Attachments/Exhibits:
Crogan Street Mural Easement Agreement

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City Clerk
City of Lawrenceville
70 South Clayton St.
Lawrenceville, GA 30046

PUBLIC ART EASEMENT AGREEMENT

This PUBLIC ART EASEMENT AGREEMENT (“Agreement”) is made on this _____ day of _____, 2024 (“Effective Date”), by and between the City of Lawrenceville, a municipal corporation organized under the laws of the State of Georgia (“City”), and OCP Lawrenceville LLC, a limited liability company organized under the laws of the State of Georgia (“Grantor”). City and Grantor may hereinafter be collectively referred to as “Parties.”

WHEREAS, the Parties desire that public art murals will be incorporated into the Lawrenceville downtown core, and to that end, City will dedicate funds and contract with Leah Abucayan for the design, installation, and/or maintenance of a public art mural on Perry Street in Lawrenceville, Georgia known as Gwinnett County Tax Parcel No. (R5146D030) (“Property”); specifically, on the west-facing exterior wall of the building located thereon;

WHEREAS, Grantor owns the Property, and has agreed to make it available to the City for the installation of a mural by Leah Abucayan (“Artist”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. GRANT OF EASEMENT. Grantor conveys, grants, and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, and exhibiting the Mural on and in the Property. Following Final Acceptance of the Mural as defined in Exhibit A, the Mural shall be the property of the City in the location and as depicted on Exhibit A, attached hereto and incorporated herein.”

2. TERM. This Agreement, and the easement granted hereunder, shall be effective until 11:59 p.m. on December 1, 2029, after which it shall terminate and be of no further force or effect unless extended by mutual agreement of the Parties.

3. RECORDATION. City shall record this Agreement in the land records of Gwinnett County GA and shall submit proof of such recording to Grantor. For recording purposes, the legal description of the Property is Parcel No. R5146D030

4. TERMINATION.

- a. **Termination by Grantor.** This Agreement, and the easement granted hereunder, may be terminated by Grantor, at any time, upon thirty (30) days’ written notice to City and receipt of the City’s written consent to terminate, upon Grantor’s showing of any of the following:
 - (1) That the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or

- (2) That the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or
- (3) That the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Mural;
- (4) That Grantor’s circumstances have materially changed and the continued existence of the easement or maintenance of the Mural substantially impedes Grantor’s reasonable use and enjoyment of the Property.

City shall not unreasonably withhold consent to termination upon Grantor’s satisfactory demonstration of any of the foregoing conditions of termination, and should City fail to respond in writing to Grantor within thirty (30) days after Grantor’s notice to City of termination, City shall be deemed to have consented to termination. Grantor expressly agrees and warrants that if Grantor terminates this Agreement, Grantor shall be responsible for removing the Mural and restoring the Property to its prior condition, at Grantor’s sole expense. Such removal and restoration shall occur within thirty (30) days of the termination of the easement unless this period is extended in writing by the City.

Grantor further expressly agrees and warrants that if Grantor terminates this Agreement prior to the expiration of the Agreement term set forth herein, Grantor shall donate to City one thousand dollars (\$1,000) for each year remaining of the term, which amount City may utilize toward the installation of a public art mural at a different location.

- b. **Termination by City.** This Agreement, and the easement granted hereunder, may be terminated by City, at any time, upon thirty (30) days’ written notice to Grantor, if City determines that Grantor has failed to substantially perform Grantor’s obligations under this Agreement, or if City determines that the continued existence of the easement or maintenance of the Artwork is no longer desired or if City is unable to maintain the Artwork due to non-appropriation of funds. City expressly agrees and warrants that if City terminates this Agreement, City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition, at City’s sole election and expense. Grantor shall allow City access to Property necessary to complete such removal or restoration. Such removal or restoration, if City so elects, shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by Grantor.
- c. **Expiration of Term.** Upon expiration of the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City expressly agrees and warrants that City shall be responsible for removing or painting over the Mural within thirty (30) days of the expiration of the easement, unless this period is extended in writing by the Grantor.

5. MAINTENANCE AND REPAIR OF MURAL. During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days’ notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.

6. RIGHT OF ENTRY. City or City’s contractor shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Agreement. City shall provide Grantor at least forty-eight (48) hours’ prior notice of such entry.

7. BINDING EFFECT. The easement granted in this agreement shall run with the land and shall be binding upon, and inure to the benefit, of the Grantor and the City, and their respective representatives successors or assigns, and/or any person or entity acquiring any right, title, or interest in the Property.

8. CONTRACTUAL RELATIONSHIPS; ASSIGNMENT. This Agreement does not designate either Party as the agent or representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. Neither Party shall assign this agreement without the prior written consent of the other.

9. NOTICE. Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

Grantor:
OCP Lawrenceville
LLC
Attn: Fisher Paty
100 South Perry
Lawrenceville, GA 30046

City:
City of Lawrenceville
Attn: City Clerk
70 South Clayton Street
Lawrenceville, GA 30046

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

10. NON-APPROPRIATION. Grantor acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Georgia.

12. AMENDMENTS. No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

13. TIME IS OF THE ESSENCE. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.

14. BINDING UPON SUCCESSORS. Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Property, any and all subsequent owners thereof, and each and every other person acquiring an interest in the Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

15. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.

16. ATTORNEY FEES. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.

17. FINAL AGREEMENT. This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Grantor relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Grantor, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.

18. NON-WAIVER. Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

19. COMPLIANCE WITH LAWS. Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, and the ordinances of the City of Lawrenceville.

20. ADVICE OF ATTORNEY. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

21. APPROVAL REQUIRED. This Agreement shall not become effective or binding until approved by the City Council of Lawrenceville.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this _____ day of _____, 2024.

Signed, sealed and delivered in the presence of:

Grantor:
OCP Lawrenceville, LLC

Name:
Title:

Witness

Notary Public, _____ County

My Commission Expires:

CITY OF LAWRENCEVILLE

BY: _____
David Still, Mayor

Attest:

Karen Pierce, City Clerk (SEAL)

Witness

Notary Public, _____ County

My Commission Expires:

EXHIBIT A

Crogan Mural Artwork





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JANUARY 22, 2024

AGENDA CATEGORY: COUNCIL BUSINESS

- Item:** Ordinance to create a New Article of Chapter 10 of the Code of the City of Lawrenceville, Georgia to be known and designated as “Multi-Family Rental housing”
- Department:** Code Enforcement
- Date of Meeting:** Monday, January 22, 2024
- Fiscal Impact:** None
- Presented By:** Alan Bannister, Code Enforcement Manager
- Action Requested:** Approve an Ordinance to create a New Article of Chapter 10 of the Code of the City of Lawrenceville, Georgia to be known and designated as “Multi-Family Rental housing”

Summary: Adoption of a Multi-family Inspection Ordinance for a property containing 4 or more units

Background:

- Significant Impacts- Create and maintain a standard for acceptable living conditions
- Conclusion- Proactive approach to multi-family housing problems

Fiscal Impact: None

Concurrences: Planning and Development, Building Inspections

Attachments/Exhibits:

- Multi-family Rental Housing Ordinance
- Powerpoint

ORDINANCE _____

AN ORDINANCE TO CREATE A NEW ARTICLE OF CHAPTER 10 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA TO BE KNOWN AND DESIGNATED AS “MULTI-FAMILY RENTAL HOUSING”, TO ESTABLISH MINIMUM MAINTENCE STANDARDS UNDER THE INTERNATIONAL PROPERTY MAINTENANCE CODES, AND FOR OTHER PURPOSES

WHEREAS the city desires to establish reasonable property maintenance standards and conditions for multi-family rental housing for basic equipment, light, ventilation, heating, sanitation, and fire safety and to establish owner, and operator responsibility for code compliance and the safe use of existing structures in the interest of the health, safety, and social and economic welfare of the citizens of the city and the community,

NOW, THEREFORE, BE IT ORDAINED by the mayor and council of the City of Lawrenceville Georgia, and it is hereby ordained by authority of same, as follows:

Section 1:

The Code of Ordinances of the City of Lawrenceville, Georgia is hereby amended by adding a new article to Chapter 10 to be numbered Article VIII and to be titled “Multi-Family Rental Housing”, which article shall read as follows:

ARTICLE VIII. – MULTI-FAMILY RENTAL HOUSING

Sec 10-300. Definitions.

Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building official means the chief building inspector, Code Official as defined in IPMC Chapter 2 Section 202(a) or their designee, for the city.

Certified building inspector means any person inspecting for compliance with this article who is certified pursuant to Section 10-304.

City code means the Code of the City of Lawrenceville, Georgia.

Code compliance certificate means a certificate, executed by a certified building inspector and stating compliance with those minimum standards described in the inspection report attached thereto.

Inspection report means the report attached to the code compliance certificate describing minimum requirements for inspection of each multifamily rental unit in the premises.

Lease means any written agreement which sets forth any and all conditions concerning the use and occupancy of multifamily rental dwellings or multifamily rental units.

Multifamily rental dwelling means any structure, building, or other facility containing four or more multifamily rental units that is leased to a tenant or tenants for use as a home, residence, or sleeping unit. This definition includes, but is not limited to, multiple-family dwellings, multiple-family apartment units, townhomes, boardinghouses, rooming houses, group homes, and flats.

Multifamily rental unit means any one area, room, structure, flat, apartment, or facility of a multifamily rental dwelling that is being leased or rented to only one tenant, group of tenants, or family under one lease, or under terms of joint and severable liability.

Occupant means all tenants, lessees and persons residing within a multifamily rental unit.

Owner means any person, agent, firm, corporation, or other entity having a legal interest in a premises.

Owner-occupied means any part of a structure used as living quarters by the owner of said structure where other parts of the structure are used as multifamily rental units. Example: Two-family dwelling, owner occupies one flat; rooming house, owner occupies one unit.

Premises means any lot or piece of land that includes a multifamily rental dwelling or multifamily rental units.

Sec 10-301. Fee and Certification required.

(a) *Occupational tax.* All owners of multifamily rental dwellings or multifamily rental units within the city that receive income for use of four or more such multifamily rental units and meet the requirements of O.C.G.A. § 48-13-5 for having a location or office within the city shall be subject to an occupational tax as provided in Chapter 34, Article II, Section 34-23 and shall provide to the city, prior to December 31st, a code compliance certificate covering the required multifamily rental units as set forth in subsection (c), below. Said code compliance certificate shall be certified by the owner and the certified building inspector that all multifamily rental units have been inspected and are in compliance with those standards contained in the code compliance certificate and inspection report. Each day after December 31st for which the required compliance certificate has not been submitted shall constitute a new and separate violation of this ordinance. New multifamily rental developments are exempt from the interior

evaluation requirements described herein, provided proper permits are obtained from the city, for five years after the date of the certificate of occupancy issued by the city.

(b) *Inspection.* Upon initial inspection of such multifamily rental dwellings or multifamily rental units, should a certified building inspector determine that further work is necessary to comply with the minimum standards set forth herein, an acceptable plan shall be submitted to the building official, outlining the time and scope of work necessary to bring the units into compliance. If such a plan is accepted by the building official as reasonable and justified, an extension may be granted for up to one year for completion of repairs and compliance with this article. Notwithstanding anything to the contrary contained herein, no extension shall be granted for noncompliance of life safety code issues and any such multifamily rental units containing such noncompliant life safety issues shall not be leased until brought into full compliance with the minimum standards contained in this chapter and re-certification provided to the building official by the owner.

(c) *Code compliance certificate.* Each owner shall submit a code compliance certificate annually, commencing on January 1, 2025, with their occupational tax certificate renewal. Such subsequent code compliance certificate shall cover at least one third of the multifamily rental units on the premises, provided all multifamily rental units contained on the premises shall be inspected, at a minimum, within 36 months. On the 4th and subsequent years, the inspection shall cover at least one half of all multifamily rental units contained on the premises. All multifamily rental units inspected shall be listed individually on the code compliance certificate submitted to the city by the owner.

(d) *Written record of inspection.* Furthermore, each owner shall keep a written record of all inspections for each multifamily rental unit including the date of the inspection, items inspected and all violations, if any, observed. In addition, the most recent copy of the inspection reports for the multifamily rental units shall also be maintained at the premises. Such records shall be presented to the city within ten business days after such request is made in writing to the owner at the contact address listed on the code of compliance certificate. Failure to provide such records shall nullify the code compliance certificate for those multifamily dwelling units included in the request.

(e) *Authority to audit and inspection warrants.* The building official or its designee shall have the authority to inspect the interior of those units that are included in each annual code compliance certificate submitted to the city pursuant to subsection (c) of this section when there is probable cause to believe there has been a violation of this chapter or other applicable code sections. Said inspection may, at the discretion of the building official, include such number of submitted units included in the code compliance certificate as determined by the building official or its designee. Once determined that an audit inspection will be conducted, the building official shall give written notice to the certified building inspector issuing the code compliance certificate, the owner and/or the property management company of the date of the inspection which inspection shall take place, which shall be no sooner than seven days from

the date of the notice and shall be conducted on from 9:00 a.m. to 5:00 p.m. during weekdays, other than nationally recognized holidays. The written notice shall state that the owner and/or property management company shall have the right to refuse the inspection and the building official or designee's right to seek issuance of an inspection warrant in the event of any such refusal. The owner, the certified building inspector or a member of the property management company shall be available to accompany the city building official during the inspection. In the event the owner and/or property management company refuses inspection, the city building official or designee shall have the right to seek issuance of an inspection warrant from a judge of the municipal court in accordance with Section 10-308.

Sec 10-302. Failure to provide code compliance certificate.

(a) Failure to provide the code compliance certificate as provided herein shall be a violation of this chapter and is subject to those penalties contained herein and in Chapter 1, Section 1-16. Penalties of City Code.

(b) Further, said failure, upon a judicial determination, shall be a condition constituting probable cause, and may subject said multifamily rental dwelling or multifamily rental units to inspection by the building official, at a fee as determined by the governing body of the city, that includes all costs of such inspection by the city. Said inspection by the city, if required, shall be performed at the sole cost of the owner and failure to pay said cost shall result in a lien being placed on the premises as provided for in the City Code. Nothing contained in this chapter shall prevent the city from enforcement of the state minimum standard codes as provided in this chapter during the city's inspection of the multifamily rental units.

(c) Failure to pay the occupational tax as provided herein shall be a violation of Chapter 34, Article II, Section 34-23 and is subject to those penalties set forth in Chapter 34, Article II, Section 34-33 and as otherwise provided in the City Code.

Sec 10-303. Penalty for false inspection.

(a) An owner who knowingly furnishes a code compliance certificate to the city which contains a false certification that any multifamily rental dwellings or multifamily rental unit inspected are in compliance with those standards contained in the code compliance certificate shall be guilty of a violation of this chapter for each multifamily rental dwelling or multifamily rental unit for which the code compliance certificate is shown to be false and can be fined by the court for each violation up to \$1,000.00 for each dwelling or unit.

(b) A certified building inspector who knowingly, recklessly, or negligently furnishes an inspection report which contains fraudulent information that a multifamily rental dwelling or multifamily rental unit meets the minimum standards of this chapter, shall be guilty of a violation of this Code, may be subject to the provisions of Chapter 1 Section 1-16 and may be

fined, by the court for each violation up to \$1,000.00 for each dwelling or unit, each dwelling or unit shall constitute a separate offense. In addition, the certified building inspector's right to submit inspection reports to the city shall be suspended for a stated period of time, up to five years.

(c) A property manager who knowingly furnishes a code compliance certificate to the city which contains a false certification that any multifamily rental dwelling or multifamily rental unit inspected are in compliance with those standards contained in the code compliance certificate shall be guilty of a violation of this chapter for each multifamily rental dwelling or multifamily rental unit for which the code compliance certificate is shown to be false and can be fined by the court for each violation up to \$1,000.00 for each dwelling or unit.

Sec. 10-304. Certified building inspector requirements.

All inspectors wishing to submit or participate in the city's multifamily rental housing evaluation program must comply with the following requirements:

(1) The inspector must be a licensed design professional (architect or engineer) or hold one of the following certifications from the International Code Council (ICC): property maintenance and housing inspector, housing rehabilitation inspector, building inspector, building plan examiner or commercial combination inspector.

(2) The inspector must submit a copy of his business license or occupational tax certificate and certificate of insurance of liability insurance.

(3) The inspector must meet with the building official to present the qualifications noted in subsections (1) and (2) of this section for approval prior to performing any inspections pursuant to this chapter. Upon completion of this meeting, an inspector determined to be qualified by the building official will be placed on a list of approved certified building inspectors to be maintained by the city.

(4) From time to time, mandatory meetings will be called by the city building official which all certified building inspectors participating in the program must attend, except as permitted on an individual basis by the building official due to extenuating circumstances. Ample notice will be provided by the city to the contact address provided by the certified building inspector no less than two weeks prior to the date of the meeting.

Sec 10-305. Interior evaluations of multifamily rental units.

Interior evaluations will be conducted to ensure compliance with the International Property Maintenance Code (IPMC), the Life Safety Code (existing provisions) and the International Fire Code (IFC) and other referenced standards contained herein and, at a minimum, will include inspections of the following items. The 2018 International Property Maintenance Code (IPMC)

and the 2018 International Fire Code (IFC), or the latest version of the same as approved and amended by the Georgia Department of Community Affairs, are the referenced codes.

(1) Apartment numbers identification posted in accordance with IPMC section 304.3. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the public or private street or road fronting the multifamily dwelling unit. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of four inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

(2) Flooring shall be installed and maintained in accordance with IPMC 305.1

(3) All interior surfaces, including windows and doors, shall be maintained in good, clean, and sanitary condition with no chipping or flaking paint or loose plaster, decayed wood and other defective surface conditions.

(4) Hot and cold water at kitchen baths and laundry rooms is provided in accordance with IPMC section 505.1. Every sink, lavatory, bathtub, or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

(5) Privacy for bathrooms shall be provided in accordance with IPMC section 503.1. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

(6) Heating facilities are in good working order in accordance with IPMC section 602.2 and 603.1. No unvented heating appliances in sleeping rooms. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the International Plumbing Code. Cooking appliances shall not be used to provide space heating to meet the requirements of this section (603.1). All mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function.

(7) Garbage disposal facilities are in accordance with IPMC section 308. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers. (IPMC 308.3) The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder

in each multifamily rental unit; an approved incinerator unit in the structure available to the occupants in each multifamily dwelling unit; or an approved leak-proof, covered, outside garbage container. (IPMC 308.3.1) The owner of every multifamily rental unit producing garbage shall provide, and at all times cause to be utilized, approved leak-proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

(8) Smoke detector devices shall be provided in accordance with IPMC section 704.6.1.2 Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

a. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.

b. In each room used for sleeping purposes.

c. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

d. Single or multiple-station smoke alarms shall be installed in other groups in accordance with the International Fire Code.

e. Per O.C.G.A. § 25-2-40.

f. For multifamily rental units constructed before 1987: At least one battery operated between the living and sleeping areas.

g. Unless over three or more stories, detectors shall be installed within each multifamily rental unit between living and sleeping areas. Such detectors shall be continuously powered by the building's electrical system. When activated, the detector shall initiate an alarm which is audible in sleeping rooms of that living unit.

h. For multifamily rental units constructed after 1987, detectors must be located on every level and outside of the sleeping area.

i. For multifamily rental units constructed after 2007, detectors must be installed per IPMC including one on every level, outside of the sleeping area and inside of every sleeping room.

(9) Window spaces for light, ventilation, operable and emergency escape shall conform with IPMC sections 304.13.1, 304.13.2, 304.14, 304.18.2, 402.1 and 702.4. (304.13.1) All glazing materials shall be maintained free from cracks and holes. (304.13.2) Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware. (304.14) During the period from April 1 to October 1, every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. (304.18.2) Operable windows located in whole or in part within six feet (1,828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased, or let shall be equipped with a window sash locking device. (402.1) Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be eight percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than three feet (914 mm) from the exterior of the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room. (702.4) Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: (i) required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools; (ii) bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

(10) Plumbing facilities to be maintained in a safe working condition in accordance with IPMC section 502.1. Every multifamily rental unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a safe, sanitary, working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

(11) Electrical devices, service equipment and luminaries are in safe working condition with no exposed wires in accordance with IPMC sections 604 and 605. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and IPMC section 605. Multifamily rental units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, improper wiring or installation, deterioration, or damage, or for similar reasons, the defects are to be corrected to eliminate the hazard. (IPMC

Sec.605) All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Every public hall, interior stairway, toilet room, kitchen, bathroom, bedroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire. GFCI devices are provided in required locations dependent on the time of construction, repair, or remodel generally in accordance with the following standards:

- a.1971 Receptacles within 15 feet of pool walls.
- b.1973 All outdoor receptacles.
- c.1975 Bathrooms, 120-volt pool lights, and fountain equipment.
- d.1978 Garage receptacles.
- e.1981 Whirlpools and tubs.
- f.1984 Distance of GFCI protection extended to 20 feet from pool walls.
- g.1987 Unfinished basements.
- h.1987 Kitchen countertop receptacles within six feet of sink.
- i.1990 Crawlspace (with exception for sump pumps or other dedicated equipment).
- j.1993 Wet bar countertops within six feet of sink.
- k.1993 Any receptacle replaced in an area presently requiring GFCI.
- l.1996 All kitchen counters—not just those within six feet of sink.
- m.2005 Receptacles near laundry and utility sinks within six feet.

(12) Door units, jambs and hardware are in good working order in accordance with IPMC sections 304.13, 304.18, 305.3 and 305.6 and required opening protective devices be maintained in an operative condition. In accordance with IPMC section 703.2 (IPMC 304.13), every window, skylight, door, and frame shall be kept in sound condition, good repair, and weather tight. (IPMC 304.18) Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the

occupants and property within. (IPMC 305.3) All interior surfaces, including windows and doors, shall be maintained in good condition. Loose plaster and decayed wood shall be corrected. (IPMC 305.6) Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware. (IPMC 703.4) Required opening protectives shall be maintained in an operative condition. All fire and smoke-stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

(13) Interior stairs, handrails and guards are maintained in a sound condition and good repair in accordance with IPMC sections 305.4, 305.5, and 306.1. (305.4) Every stair, ramp, landing, balcony, porch, deck, or other walking surface shall be maintained in sound condition and good repair. (IPMC 305.5) Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition and repair. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp, or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have handrails. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1,067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces.

(14) Interior floors, walls and ceilings are maintained in good repair, structurally sound and in sanitary condition in accordance with IPMC section 305. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. (IPMC section 305) All structural members shall be maintained structurally sound and be capable of supporting the imposed loads. Defective surface conditions shall be corrected. (IPMC 306.1.1) Every stair, ramp, landing, balcony, porch, deck, or other walking surface shall be maintained in sound condition.

(15) Occupancy limitations per bedroom in accordance with IPMC section 404. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces. A habitable room, other than a kitchen, shall not be less than seven feet (2,134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than three feet (914 mm) between counter fronts and appliances or counter fronts and walls. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than seven feet (2,134 mm).

a. Every bedroom shall comply with the requirements of IPMC sections 404.4.1 through 404.4.5.

b. Area for sleeping purposes. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m2) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m2) of additional floor area for each occupant thereof. (IPMC 404.4.1)

c. Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces. Exception: Units that contain fewer than two bedrooms. (IPMC 404.4.2)

d. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.

e. Kitchens and non-habitable spaces shall not be used for sleeping purposes. (IPMC 404.4.4)

f. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of the International Property Maintenance Code.

g. Multifamily rental units shall not be occupied by more occupants than permitted by the minimum area requirements found in IPMC section 404.5.

(16) Insect and rodent infestation in accordance with IPMC section 309.1. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

(17) Means of egress shall be provided in accordance with IPMC section 702. A safe, continuous, and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. The required width of aisles in accordance with the International Fire Code shall be unobstructed. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or effort, except where the door hardware conforms to that permitted by the International Building Code. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or

force greater than that which is required for normal operation of the escape and rescue opening.

(18) Fire extinguisher shall be present and tagged or inspection current in accordance with IFC 906.1 and NFPA 10 (906.1). Portable fire extinguishers shall be installed in the following locations: (1.) In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies and; (2.) (NFPA 10) Fire extinguishers must be within 75-foot travel distance of the most remote location of a dwelling. (906.2) Portable fire extinguishers shall be selected, installed, and maintained in accordance with this section and NFPA 10.

(19) Sprinkler heads clear and unobstructed. NFPA 25 Sprinkler heads must be free from dust, debris, paint, and obstructions that would otherwise inhibit their operation.

Sec. 10-306. Exterior and publicly accessible evaluation of multifamily properties.

(a) Exterior evaluations will be conducted evaluating for compliance with the latest edition of the International Property Maintenance Code, the Life Safety Code (existing provisions) and the International Fire Code and other referenced standards contained herein.

(b) All premises containing multifamily rental dwellings or multifamily rental units will be subject to an evaluation of the exterior, public and mechanical areas in accordance with policy approved by the city. After the exterior inspection, the owner of the premises will be presented with a report containing the findings of the city's inspection. Compliance must be achieved in a timeframe as specified in the exterior inspection report.

(c) Failure by the owner to properly address the exterior inspection report findings in the timeframe outlined therein as presented shall be a violation of this article and is subject to those penalties provided by the International Property Maintenance Code, allowed by law, contained herein or in Article V- Section 10-118 - Duty of the Property Owner.

Sec. 10-307. Revisions to the International Property Maintenance Code.

The following revisions shall be made to the International Property Maintenance Code:

Section 101.1. Insert: City.

Section 103.5. Insert: As adopted by the city council.

Section 302.4. Insert: 12 inches.

Section 304.14. Insert: April 1 to October 1.

Section 602.3. Insert: October 15 to March 15.

Section 602.4. Insert: October 15 to March 15.

Sec. 10-308. Inspection warrants.

(a) The building official, in addition to other procedures provided by law, may obtain an

inspection warrant under the conditions specified in this section. The warrant shall authorize the building official to conduct a search or inspection of property without the consent of the person whose property is to be searched, or inspected, under the conditions set out in this section. (IPMC 104.3)

(b) Inspection warrants may be issued by any judge of the municipal court when the issuing judge is satisfied that all the following conditions are met:

(1) The person seeking the warrant must establish under oath or affirmation that the property to be inspected is to be inspected as a part of a legally authorized program of inspection which includes that property, or that there is probable cause for believing that there is a condition, object, activity, or circumstance which legally justifies such an inspection of that property;

(2) The issuing judge determines that the issuance of the warrant is authorized by this division and all other applicable law;

(3) The warrant is attached to the affidavit required to be made in order to obtain the warrant;

(4) The warrant describes, either directly or by reference to the affidavit, the property upon which the inspection is to occur and is sufficiently accurate that the executor of the warrant and the owner or possessor of the property can reasonably determine from it the property for which the warrant authorizes a search or inspection.

(5) The warrant indicates the conditions, objects, activities, or circumstances which the search or inspection is intended to check or reveal; and

(6) The warrant refers, in general terms, to the provisions of the Code or state law sought to be enforced.

Section 2:

Any violation of this ordinance shall be subject to the penalties as set forth in Sec. 1-16 of the Code of Ordinances of the City of Lawrenceville, Georgia.

Section 3:

This ordinance shall become effective on February 1, 2024.

Section 4:

All ordinances, regulations, or parts of the same in conflict with this Ordinance are hereby rescinded to the extent of said conflict and only to the extent of said conflict.

Section 5:

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

IT IS SO ORDAINED this _____ day of January, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



Multi-Family Inspection Ordinance

January 22, 2024



Why do we need an ordinance?

- Property maintenance issues involving heating, cooling, water, structural, electrical and sewer issues may go unrepaired, or repaired below code requirements, leaving tenants little recourse.
- An ordinance would assist the Planning and Development Department and the Code Enforcement Unit to utilize the International Property Maintenance Codes to ensure properties are thoroughly and professionally inspected.
- Problems could be addressed in a timely manner.
- Help maintain high standards for properties year after year.
- Assist tenants in lower income areas
- Prevent “slum lord” properties
- Proactive Approach





Multi-Family Inspection Ordinance

- 1. A step towards meeting our housing priorities. Improve and maintain a high standard of quality of living throughout the city.**
2. A framework for legal routine inspections of all multi-family housing units within the jurisdiction of the City of Lawrenceville.
3. Require all multi-family developments to be inspected externally, and internally by qualified 3rd party inspectors.
4. Certify that all units comply with the International Maintenance Codes, Life Safety Codes, and the International Fire Codes.



Inspection Requirements

- Inspections required for property prior to obtaining Occupational Tax Certificate
- Owners of a development with 4 or more multi-family rental units that meet the requirements of OCGA 48-13-5 (Business and Occupation Tax)
- Inspection of 1/3 of the units for 3 years.

Code Compliance Certificate

- Requires owner to submit a Code Compliance Certificate each year that covers one third of the multi-family rental units on the premises. (January 1st)
- 100% inspections completed in 3 years
- 4th year and beyond inspection requirement moves to one half (50%) of all units.



Exceptions /Exemptions

- **New Developments.** New multi-family rental developments are exempt from the interior evaluation requirements with property permitting from the city. This exemption is for 5 years after the date of the OTC issued by the city.
- **Duplex communities and single-family homes.**





Enforcement

Failure to Provide Code Compliance Certificate

- May lead to fines /penalties
- May constitute probable cause (judicial determination) for inspection by city building officials (Inspectors and /or Code Enforcement) at a fee determined by the city.
- Lien against the property
- **All costs of such inspection would be the responsibility of the property owner.**



Penalty for False Inspections and False Certificates

Owners who submits a code compliance certificate containing a false certification may be fined by the court up to \$1000 for each dwelling or unit.

Building Inspectors who knowingly submits an inspection report that contains false and fraudulent information may be fined by the court up to \$1000 per dwelling or unit. Each dwelling or unit would be a separate offense.

Suspended from qualified list of inspectors and loses the right to submit any inspections to the city for a period up to 5 years.

Property managers who knowingly submit a code compliance certificate to the city that contains false or fraudulent information may be fined by the court up to \$1000 for each dwelling or unit.



BUILDING INSPECTORS





Certified Building Inspectors

- **Licensed design professional-** Architect or engineer
- **or**
- **Hold a certification from the international Code Council-**
- Property Maintenance and housing inspector
- Housing Rehabilitation Inspector
- Building Inspector
- Building Plan Examiner
- Commercial Combination Inspector





Inspectors cont.

- Must submit a copy of their business license, or occupational tax certificate and a certificate of liability insurance.
- Meet with the Planning and Development Director or their designee, to discuss qualifications prior to performing any inspections. Once approved, they will be placed on the list of qualified inspectors.
- Required to attend mandatory meetings called by the Planning and Development Director.



Interior Inspections

Interior evaluations will be conducted to ensure compliance with

- International Property Maintenance Code
- International Fire Code
- Life Safety Code
- Covers basement to roof, plumbing, electrical, structural, gas, heating, water, windows, doors, floors, garbage, and occupant restrictions, pest control, and emergency egress.





Exterior Inspections



Exterior Evaluations

- All exterior and publicly accessible areas.
- Must meet the standards for IPMC, Life Safety Code and International Fire Safety Code.



Questions?



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JANUARY 22, 2024
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Paper Mill Road Sidewalk Improvements Project Change Order 3
- Department:** Engineering
- Date of Meeting:** Monday, January 22, 2024
- Fiscal Impact:** -\$114,486.96
- Presented By:** Reginald Anderson, City Engineer
- Action Requested:** Approval of Paper Mill Road Sidewalk Improvements Project Change Order 3 to Archimetric Design & Construction, Inc. for a deduction in the amount of \$114,486.96. Authorization for Mayor or City Manager to execute change order 3. Change Order to follow approval.

Summary: This pedestrian improvement project consisted of 1.01 miles of clearing & grubbing, grading, curb & gutter, sidewalk, asphalt paving, two (2) concrete walls, and striping. Change order 3 consists of additional required work and to assess liquidated damages to the contractor for poor performance. City staff and the City’s project consultant, Atlas Technical Consultants, LLC held multiple meetings with the contractor to cure the cause of poor performance issues. Due to an unsatisfactory response, liquidated damages are being assessed on the contractor and they will be placed on an ineligible source list for a period of five (5) years.

Background: City Council approved this project for an amount not to exceed \$2,342,447.60 at the July 26, 2021 regular meeting for a time frame of 165 consecutive calendar days. Change order 1 was approved by the City Manager for an increase of \$28,096.00 for additional required work and to extend the contract by 108 days on May 20, 2022. Change order 2 was approved by the City Manager for an increase of \$30,251.67 for additional required work and to extend the contract by an additional 21 days on November 8, 2022. The total contract value including all change orders is 2,286,308.31

Fiscal Impact: Deduction in the amount of \$114,486.96.

Attachments/Exhibits: Change Order 3 with backup documentation.



CITY OF LAWRENCEVILLE CONTRACT

Department: Engineering Change Order #: 3
 Project: Paper Mill Sidewalk Improvement Project (PO 221275) Change Order Date: 1/12/2024
 Contractor/Vendor: Archimetric Design & Construction, Inc.

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
	D	16 LF of 60" RCP	\$3,211.36
	D	152 LF of 18" RCP	\$3,851.68
	C	Grading of sidewalk	\$2,950.00
	E	Liquidated Damages	(\$124,500.00)
		Net Amount	(\$114,486.96)

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc. Attached

Original Contract/PO Amount: \$2,342,447.60
 Previous Change Order Amount: \$58,347.67
 Amount of Change Order Requested (~~Increase~~/Decrease) \$(114,486.96)
 New Contract/PO Amount (Including this Change Order) \$2,286,308.31

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

CITY OF LAWRENCEVILLE, GEORGIA

CONTRACTOR

By: Reginald Anderson *Reginald M. Anderson*

By: _____

Title: City Engineer

Title: _____

Authorized Approval

Eranildo Lustosa

From: Jim Wright
Sent: Monday, August 21, 2023 2:34 PM
To: Thomas Clausen
Cc: Eranildo Lustosa; Reginald Anderson
Subject: RE: Paper Mill 60 " pipe
Attachments: 1104305.pdf; 1118665.pdf; Paper Mill Rd - Conc. Pipes Invoice - Rev..pdf

Thomas,

The 18" pipe is missing the gaskets, if these can be produced, we would pay the Foley invoiced price, which I calculated at \$25.34/LF. The 60" pipe can be purchased for the Foley invoiced price, which I calculated at \$200.71/LF.

- Quantities below reflect undamaged pipe on site.
- Prices below include taxes and fees paid.

Pipe	Qty	Rate	Amount
60" RCP	16 LF	\$200.71	\$3,211.36
18" RCP	152	\$25.34	\$3,851.68
		Total	\$7,063.04

Jim Wright | Public Works Director



70 South Clayton Street | PO Box 2200

Lawrenceville GA 30046

Office: 770-277-7532

Cell: 404-427-3017

Jim.Wright@lawrencevillega.org | LawrencevilleGa.org

From: Thomas Clausen <Thomas.Clausen@oneatlas.com>
Sent: Monday, August 21, 2023 11:22 AM
To: Jim Wright <Jim.Wright@lawrencevillega.org>
Subject: FW: Paper Mill 60 " pipe

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From: ftermei archimetric.net <ftermei@archimetric.net>
Sent: Monday, August 21, 2023 11:06 AM
To: Thomas Clausen <Thomas.Clausen@oneatlas.com>
Cc: Mike Nollen <Mike.Nollen@oneatlas.com>
Subject: [EXTERNAL] RE: Paper Mill 60 " pipe

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Good morning Thomas,

I'm sorry for the delay for sending the requested invoices. Please let me know if further information is required.

Thank you,

Farid A. Termei, RA, Principal



ARCHIMETRIC
Design & Construction, Inc.
ARCHITECTURE • PLANNING • CONSTRUCTION
5000 Miller Court E.
Norcross, GA 30071
T. 770 - 446-8747
F. 770 - 446-8533
www.archimetric.net

From: Thomas Clausen <Thomas.Clausen@oneatlas.com>
Sent: Friday, August 18, 2023 8:58 AM
To: ftermei archimetric.net <ftermei@archimetric.net>
Cc: Mike Nollen <Mike.Nollen@oneatlas.com>
Subject: Paper Mill 60 " pipe

Farid,

The city would be interested only in the two 60 inch pipe pieces but will need the original invoice. See below.

Thomas,

We will retain two sections of the 60" pipe that are in acceptable condition. We do not wish to retain the 18" pipe. Also, Archimetric will need to produce the original paid invoice prior to processing this change order.

Jim Wright | Public Works Director



Thomas Clausen



2450 Commerce Ave., Ste. 100 | Duluth, GA 30096-8910

O: 770.263.5945 C: 678.521.6433 F: 770.263.0166

thomas.clausen@oneatlas.com

OneAtlas.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)



ENR #13 Top Construction Management Firm

ENR #8 Top Environmental Management Firm

ENR #44 Top Program Management Firm

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Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 926074

Invoice Date: 5/6/2022

Office

Sold to: F46396 Archimetric Design & Construction Inc
Job Number: 21-14229
Ship to: PAPER MILL ROAD SIDEWALK IMPROVEMENTS

Table with 5 columns: SHIP DATE, TRUCK DRIVER, PURCHASE ORDER #, TERMS, PAGE. Includes rows for 5/6/2022, Hired Hauler, NET 30 DAYS, and 1.

Table with 8 columns: Qty, Unit, Item, Description, Weight, Unit Price, TX, Extension. Lists items like 60" Class 3 Concrete Pipe and 60" Pipe Gasket.

Table with 8 columns: Qty, Unit, Item, Description, Weight, Unit Price, TX, Extension. Lists Freight item: Fuel Service Charge.

PlantID: 250 Tax Code: GA.Gwinnett Total Weight 40,800

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.
All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered.
Effective July 1, 2015 we began charging a 2% processing fee for all credit card transactions.

Summary table with 2 columns: Description, Amount. Rows include Taxable (\$6,059.04), Non-Taxable (\$0.00), Sub Total (\$6,059.04), Tax (\$363.54), Invoice Total (\$6,422.58), Less Deposit (\$0.00), Invoice Balance (\$6,422.58).

Download our FREE "Foley Trackit" App at the App Store to monitor your next delivery. For more information, contact your Foley Sales Representative or Project Coordinator.



Foley Products Company
 P.O. Box 2447
 Columbus, GA 31902
 Phone: (706) 563-7882
 Fax: (706) 569-4452

INVOICE 945301

Invoice Date: 8/9/2022

Office

Sold to: F46396 Archimetric Design & Construction Inc 5000 Miller Court E. Norcross, GA 30071	Job Number: 21-14229 Ship to: PAPER MILL ROAD SIDEWALK IMPROVEMENTS 4604 Buns Road Lilburn, GA 30047
---	---

SHIP DATE	TRUCK DRIVER	PURCHASE ORDER #	TERMS	PAGE
8/9/2022	HH - JB Hunt		NET 30 DAYS	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
PM12 632316		MSR		945301

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 18.3			Type:	Station:			
256	LF	183B	18" Class 3 Concrete Pipe B-Wall Solid (8' Section)	47,360	\$23.36	<input checked="" type="checkbox"/>	\$5,980.16
32	Each	18G	18" Pipe Gasket	0	\$0.00	<input checked="" type="checkbox"/>	\$0.00
2	Each	LUBE	Pipe Lube	0	\$20.00	<input checked="" type="checkbox"/>	\$40.00
Structure Total							\$6,020.16

Structure: Freight			Type:	Station:			
1	Each	FUEL	Fuel Service Charge	0	\$100.00	<input checked="" type="checkbox"/>	\$100.00
Structure Total							\$100.00

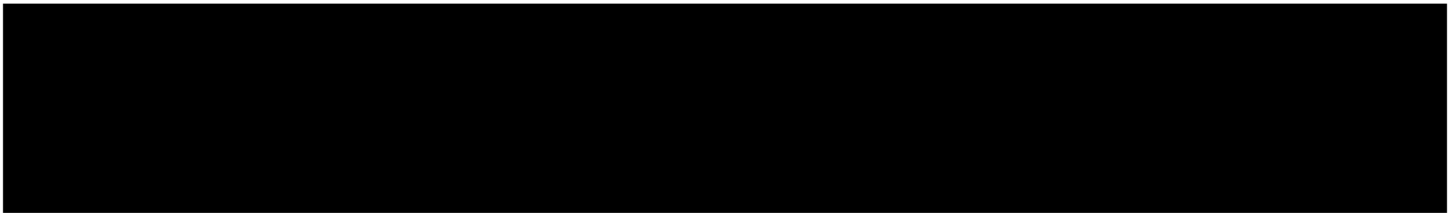
PlantID: 240 Tax Code: GA.Gwinnett **Total Weight** 47,360

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective July 1, 2015 we began charging a 2% processing fee for all credit card transactions.

Taxable	\$6,120.16
Non-Taxable	\$0.00
Sub Total	\$6,120.16
Tax	\$367.21
Invoice Total	\$6,487.37
Less Deposit	\$0.00
Invoice Balance	\$6,487.37



Eranildo Lustosa

From: Thomas Clausen <Thomas.Clausen@oneatlas.com>
Sent: Thursday, December 28, 2023 11:33 AM
To: ftermei archimetric.net
Cc: Reginald Anderson; Eranildo Lustosa; Chris Parypinski; Mike Nollen
Subject: RE: Paper Mill Road - Liquidated Damages reduction

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Farid,

The city will produce a change order, send it for you to sign then we will produce a final pay statement with the two items and send acceptance letter.

Thomas

From: ftermei archimetric.net <ftermei@archimetric.net>
Sent: Tuesday, December 26, 2023 11:08 AM
To: Thomas Clausen <Thomas.Clausen@oneatlas.com>
Cc: Jim.Wright@lawrencevillega.org; Reginald Anderson <Reginald.Anderson@lawrencevillega.org>; Eranildo Lustosa <Eranildo.Lustosa@lawrencevillega.org>; Chris Parypinski <Chris.Parypinski@oneatlas.com>
Subject: [EXTERNAL] RE: Paper Mill Road - Liquidated Damages reduction

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Good morning Thomas,

Thank you for your response and your consideration. Archimetric is willing to move on and forgo with closing of the project in a timely manner. Please advise what would be the next step.

Thank you & Happy Holidays;

Farid A. Termei, RA, Principal



From: Thomas Clausen <Thomas.Clausen@oneatlas.com>
Sent: Tuesday, December 19, 2023 9:19 AM

To: ftermei archimetric.net <ftermei@archimetric.net>
Cc: Jim.Wright@lawrencevillega.org; Reginald Anderson <Reginald.Anderson@lawrencevillega.org>; Eranildo Lustosa <Eranildo.Lustosa@lawrencevillega.org>; Chris Parypinski <Chris.Parypinski@oneatlas.com>
Subject: Paper Mill Road - Liquidated Damages reduction

Farid,

The City has agreed to pay for the reconstruct drop inlet F1.2 for \$2,340.00 to be paid under the reconstruct outlet control structure line item and for the demolition and grading of sidewalk for \$2,950.00 to be paid under a change order.

In regards to the demolition of the acceleration lane, there will be no additional compensation. The curb and gutter is clearly shown at the edge of the travel lane in the plans and the acceleration lane was in place at the time of bidding. As per section 102.05, "The bidder is expected to examine carefully the site of the proposed work", It further states "The submission of a proposal shall be prima facia evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in preforming the work".

In regards to the water leak, at no time should a pipe joint allow for water infiltration. If water is infiltrating it will allow soil to infiltrate as well and in accordance with section 550.3.06, the pipe and joints will need to be repaired or replaced.


You did not submit ALL necessary justifications, along with supporting information and documentation as to why the LD's should be reduced beyond the LD reduction offer made by the City. Therefore, no meeting will be scheduled because there isn't sufficient documentation to review.

Furthermore, in regards to the storm drain pipe material delivery, the city granted an additional 108 calendar days with this being major contributor to this extension as part of change order #1.

The City will be closing this project out January 12th. If you would like to accept the City's offer to reduce the liquidated damages as stated in the prior letter, please sign the letter acknowledging the conditions, otherwise, the project will be closed out with no adjustments to the charged liquidated damages.

Sincerely,

Thomas Clausen
Construction Manager

 2450 Commerce Ave., Ste. 100 | Duluth, GA 30096-8910
O: 770.263.5945 C: 678.521.6433 F: 770.263.0166
thomas.clausen@oneatlas.com
OneAtlas.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)



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LAWRENCEVILLE

GEORGIA

November 10, 2023

Mr. Farid Termei
Archimetic Design & Construction, Inc.
5000 Miller Court E
Norcross, Georgia 30071

RE: Paper Mill Road project for City of Lawrenceville – Project Acceptance

Mr. Termei,

Atlas and the City of Lawrenceville have evaluated your request for a reduction in Liquidated Damages (LD'S) on the Paper Mill Road project. The City, acting in good faith, before construction and during construction, worked with Archimetic Design & Construction, Inc. (AD&C), to provide time extensions for all unexpected and unforeseen issues that arose on the project and provided said time extensions totaling to 129 additional calendar days to the original 165 calendar days of contract time.

AD&C's project staffing was also taken into account by the City and Atlas as part of the evaluation and it was noticeable that there were long periods of time on the project where the project was insufficiently staffed by AD&C, resulting in little or no production on the project. It is this lack of production, that is the cause of the project over running the contract time, including the time extensions, by 249 calendar days.

It is based on this information that the City of Lawrenceville is willing to reduce the LD's to \$124,500, along with the condition that Archimetic Design & Construction, Inc., or any of its principal company members under any other company name, agree to not bid any work in the City of Lawrenceville for a period of 5 years.

If you have any questions, please contact me at (770) 277-7532

Sincerely,

Jim Wright

Cc: Chris Parypinski
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