



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

**gwinnettcounty**

December 13, 2011

**INVITATION TO BID  
BL004-12**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified bidders for the **Sale of Surplus Land Located at 3201 Cross Road and 3267 SR 324 (Gravel Springs Road)** for the Department of Support Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Bidders Name or Company Name. Bids will be received until 2:50 P.M. local time on **Thursday, January 5, 2011** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding **property** details should be directed to Justin Jeffcoat, Real Estate Specialist, at [Justin.jeffcoat@gwinnettcounty.com](mailto:Justin.jeffcoat@gwinnettcounty.com) or by calling 770-822-8024.

Questions regarding bid submissions should be directed to Steven Murray, CPPB, Purchasing Associate III, at [steven.murray@gwinnettcounty.com](mailto:steven.murray@gwinnettcounty.com) or by calling 770-822-8722.

Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the bidder submitting the **highest** responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the highest responsive, responsible bidder(s) at its discretion.

All companies submitting a bid will be notified in writing of award.

We look forward to your bid and appreciate your interest in Gwinnett County.

Steven Murray, CPPB  
Purchasing Associate III

The following pages **should** be returned in duplicate as your bid:

Bid Schedule, Page 2



**Failure to return this page as part of bid document may result in rejection of bid.**

**BID SCHEDULE**

Property at 3201 Cross Road and 3267 SR 324 (Gravel Springs Road) Tax Map Reference: 7-177-007 & 7-177-012	<b>PRICE FOR PROPERTY</b> \$ _____
Sale will be to the highest responsible bidder, <b>for a price not less than the appraised value of \$114,150.00</b> in accordance with O.C.G.A. 32-7-4 and upon recommendation of the user department. <b>Both parcels will be sold together as one sale.</b> A copy of the appraisal will be available upon request.	

Property will be sold by "Quit Claim Deed". Documents will be executed between the successful bidder and Gwinnett County. Successful bidder must close on property within 30 days of the Notice to Award.

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Bidders Legal Name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett County? (If applicable) Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Questions regarding **property** details should be directed to Justin Jeffcoat, Real Estate Specialist, at [Justin.jeffcoat@gwinnettcountry.com](mailto:Justin.jeffcoat@gwinnettcountry.com) or by calling 770-822-8024.

Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director.



## EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lots 177 and 186 of the 7<sup>th</sup> District of Gwinnett County, Georgia as per survey dated July 30<sup>th</sup>, 2009 and prepared by Moreland Altobelli, Inc. and being more particularly described as follows:

Commence at the northern end of the mitered eastern intersection of Cross Road and S.R. 324; thence following the Right of Way of Cross Road proceed North 24 degrees 56 minutes 39 seconds East for a distance of 43.44 feet to a point, said point also being known as the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established, proceed thence North 25 degrees 08 minutes 17 seconds East for a distance of 42.95 feet to a point.

Thence along a curve to the right having a radius of 205.45 feet and an arc length of 121.37 feet, said arc being subtended by a chord with a bearing of North 46 degrees 57 minutes 40 seconds East and a chord length of 119.62 feet, to a point.

Thence North 62 degrees 09 minutes 44 seconds East for a distance of 12.33 feet to a point.

Thence South 24 degrees 11 minutes 00 seconds East for a distance of 73.82 feet to a point.

Thence South 49 degrees 48 minutes 03 seconds East for a distance of 81.98 feet to a point.

Thence South 52 degrees 13 minutes 46 seconds East for a distance of 173.89 feet to a point.

Thence South 83 degrees 45 minutes 53 seconds East for a distance of 37.00 feet to a point.

Thence South 35 degrees 49 minutes 37 seconds West for a distance of 192.50 feet to a point.

Thence along a curve to the left having a radius of 1969.86 feet and an arc length of 234.19 feet, said arc being subtended by a chord with a bearing of North 54 degrees 06 minutes 01 second West and a chord length of 234.05 feet, to a point.

Thence North 28 degrees 38 minutes 17 seconds West for a distance of 147.09 feet to a point, said point also being known as the TRUE POINT OF BEGINNING.

Said property as described consisting of 1.464 acres (63,772 square feet) of land, more or less, and is shown on a survey prepared by Moreland Altobelli Associates, Inc. for Gwinnett County, dated July 30, 2009, and bearing the certification and seal of Ronnie J. Joiner, Georgia R.L.S. No. 2488, said survey being attached hereto as Exhibit "B" and being incorporated herein by reference.

**SUBJECT TO A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES OVER, UNDER, UPON, AND ACROSS THE FOLLOWING DESCRIBED EASEMENT TRACT, WHICH EASEMENT IS EXPRESSLY RETAINED BY GWINNETT COUNTY, GEORGIA:**

ALL THAT TRACT or parcel of land lying and being in Land Lots 177 and 186 of the 7<sup>th</sup> District of Gwinnett County, Georgia as per survey dated July 30<sup>th</sup>, 2009 and prepared by Moreland Altobelli, Inc. and being more particularly described as follows:

Commence at the northern end of the mitered eastern intersection of Cross Road and S.R. 324; thence following the Right of Way of Cross Road; proceed North 24 degrees 56 minutes 39 seconds East for a distance of 43.44 feet to a point, said point also being known as the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established, proceed thence North 25 degrees 08 minutes 17 seconds East for a distance of 42.95 feet to a point.

Thence along a curve to the right having a radius of 205.45 feet and an arc length of 121.37 feet, said arc being subtended by a chord with a bearing of North 46 degrees 57 minutes 40 seconds East and a chord length of 119.62 feet, to a point.

Thence South 33 degrees 44 minutes 56 seconds East for a distance of 22.16 feet to a point.

Thence South 46 degrees 47 minutes 48 seconds West for a distance of 82.90 feet to a point.

Thence South 29 degrees 29 minutes 56 seconds West for a distance of 70.55 feet to a point.

Thence North 28 degrees 38 minutes 17 seconds West for a distance of 24.86 feet to a point, said point also being known as the TRUE POINT OF BEGINNING.

Said easement as described consisting of 0.09 acres (3,760.00 square feet) more or less, and is shown on a survey prepared by Moreland Altobelli Associates, Inc. for Gwinnett County, dated July 30, 2009, and bearing the certification and seal of Ronnie J. Joiner, Georgia R.L.S. No. 2488, said survey being attached hereto as Exhibit "B" and being incorporated herein by reference.

**SUBJECT TO A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES OVER, UNDER, UPON, AND ACROSS THE FOLLOWING DESCRIBED EASEMENT TRACT, WHICH EASMENT IS EXPRESSLY RETAINED BY GWINNETT COUNTY, GEORGIA:**

ALL THAT TRACT or parcel of land lying and being in Land Lot 177 of the 7<sup>th</sup> District of Gwinnett County, Georgia as per survey dated July 30<sup>th</sup>, 2009 and prepared by Moreland Altobelli, Inc. and being more particularly described as follows:

Beginning at the southern end of the mitered eastern intersection of Cross Road and S.R. 324; proceed thence along a curve to the right having a radius of 1969.86 feet and an arc length of 91.30 feet, said arc being subtended by a chord with a bearing of South 58 degrees 50 minutes 01 second East and a chord length of 91.29 feet to a point, said point also being known as the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established, proceed thence North 28 degrees 38 minutes 17 seconds West for a distance of 57.54 feet to a point.

Thence South 54 degrees 01 minute 29 seconds East for a distance of 285.98 feet to a point.

Thence South 35 degrees 49 minutes 37 seconds West for a distance of 24.40 feet to a point.

Thence along a curve to the left having a radius of 1969.86 feet and an arc length of 234.19 feet, said arc being subtended by a chord with a bearing of North 54 degrees 06 minutes 01 second West and a chord length of 234.05 feet, to a point, said point also being known as the TRUE POINT OF BEGINNING.

Said easement as described consisting of 0.134 acres (5,834.00 square feet) more or less, and is shown on a survey prepared by Moreland Altobelli Associates, Inc. for Gwinnett County, dated July 30, 2009, and bearing the certification and seal of Ronnie J. Joiner, Georgia R.L.S. No. 2488, said survey being attached hereto as Exhibit "B" and being incorporated herein by reference.

**SUBJECT TO A PERMANENT DRAINAGE EASEMENT OVER, UNDER, UPON, AND ACROSS THE FOLLOWING DESCRIBED EASEMENT TRACT, WHICH EASEMENT IS EXPRESSLY RETAINED BY GWINNETT COUNTY, GEORGIA:**

ALL THAT TRACT or parcel of land lying and being in Land Lots 177 and 186 of the 7<sup>th</sup> District of Gwinnett County, Georgia as per survey dated July 30<sup>th</sup>, 2009 and prepared by Moreland Altobelli, Inc. and being more particularly described as follows:

Commence at the northern end of the mitered eastern intersection of Cross Road and S.R. 324; thence following the Right of Way of Cross Road, proceed North 24 degrees 56 minutes 39 seconds East for a distance of 43.44 feet to a point.

Thence North 25 degrees 08 minutes 17 seconds East for a distance of 42.95 feet to a point.

Thence along a curve to the right having a radius of 205.45 feet and an arc length of 121.37 feet, said arc being subtended by a chord with a bearing of North 46 degrees 57 minutes 40 seconds East and a chord length of 119.62 feet to a point, said point also being known as the TRUE POINT OF BEGINNING.

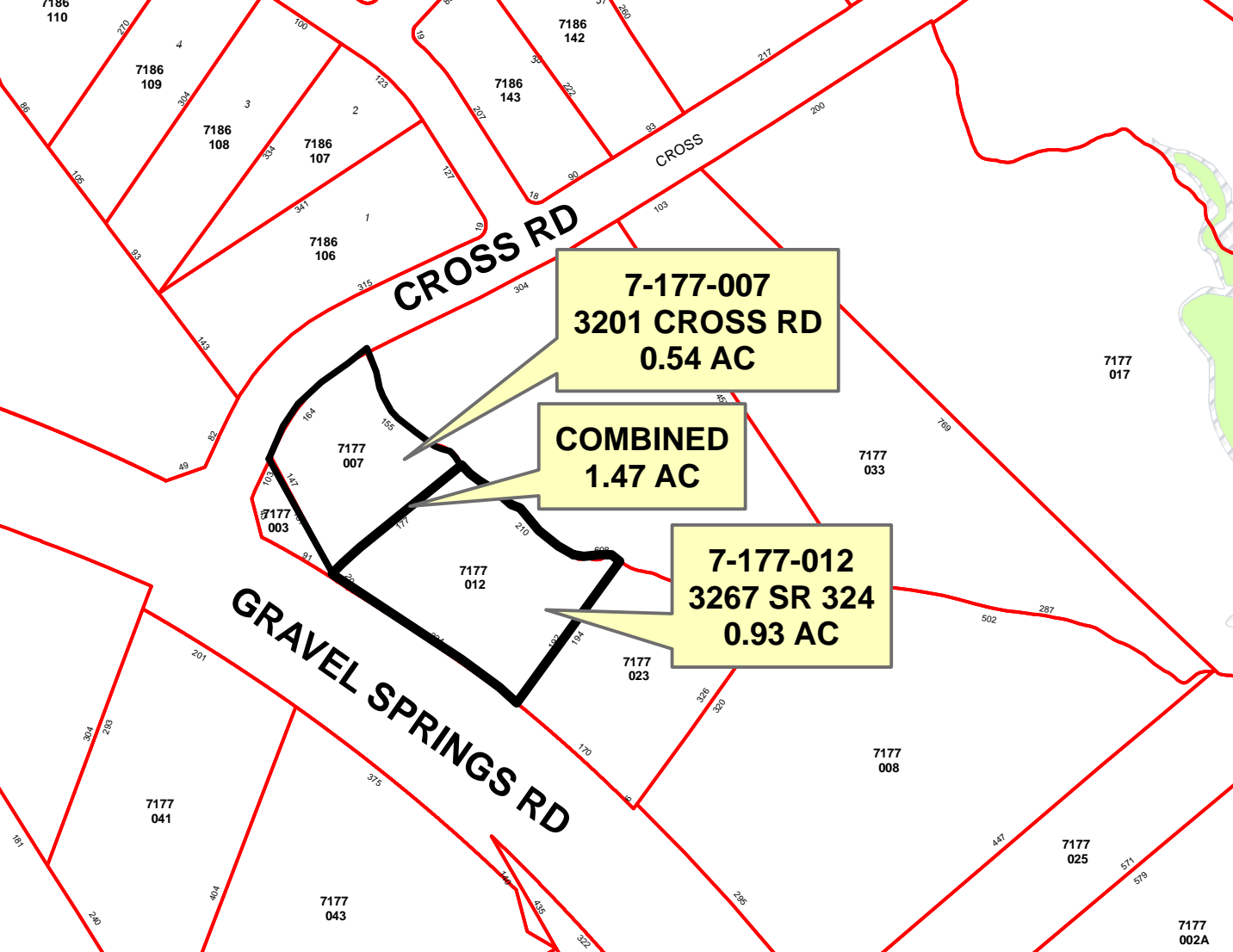
From the TRUE POINT OF BEGINNING as thus established, proceed thence North 62 degrees 09 minutes 44 seconds East for a distance of 12.33 feet to a point.

Thence South 24 degrees 11 minutes 00 seconds East for a distance of 73.82 feet to a point.

Thence North 33 degrees 44 minutes 56 seconds West for a distance of 51.90 feet to a point.

Thence North 33 degrees 44 minutes 56 seconds West for a distance of 22.16 feet to a point, said point also being known as the TRUE POINT OF BEGINNING.

Said easement as described consisting of 0.01 acres (454.00 square feet) more or less, and is shown on a survey prepared by Moreland Altobelli Associates, Inc. for Gwinnett County, dated July 30, 2009, and bearing the certification and seal of Ronnie J. Joiner, Georgia R.L.S. No. 2488, said survey being attached hereto as Exhibit "B" and being incorporated herein by reference.



**7-177-007**  
**3201 CROSS RD**  
**0.54 AC**

**COMBINED**  
**1.47 AC**

**7-177-012**  
**3267 SR 324**  
**0.93 AC**

***SELF CONTAINED APPRAISAL***  
***OF PROPERTY LOCATED AT***  
***3201 CROSS ROAD & 3267 HWY***  
***324/GRAVEL SPRINGS ROAD***  
***BUFORD, GEORGIA 30519***

***OWNED BY***

***GWINNETT COUNTY***

***FOR***

***GWINNETT COUNTY, GEORGIA***

***PREPARED BY***

***RICHARD C. FORD, JR.***  
***REAL ESTATE ACQUISITION CONSULTANTS, INC.***  
***82 TALLAPOOSA STREET***  
***TEMPLE, GEORGIA 30179-3748***



## *Real Estate Acquisition Consultants, Inc.*

82 Tallapoosa Street • Temple, GA 30179-3748 • (770) 562-2793 • ricklynn@bellsouth.net

October 20, 2011

Justin Jeffcoat  
Real Estate Specialist  
Department of Support Services  
Gwinnett County  
75 Langley Drive  
Lawrenceville, Georgia 30045-6900

RE: Appraisal of Properties: Tax Pin # 7-177-007 located at 3201 Cross Road  
& Tax Pin # 7-177-012 located at 3267 Hwy 324/Gravel Springs Road  
Buford, Gwinnett County, Georgia

Dear Mr. Jeffcoat:

As per your request, we have inspected the above property for the purpose of preparing an appraisal to estimate the market value of the fee simple interest in the subject property. The effective date of the appraisal is October 20, 2011 which is the date of our most recent inspection. The subject is improved commercial land consisting of 1.47 acres or 64,033.2 square feet. As per instructions to the appraiser, Tax Parcels 7-177-007; 0.54 acre and 7-177-012, 0.93 acre have combined into one larger parcel and valued accordingly.

Our report complies with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser has knowledge and prior experience in appraising properties similar to the subject property. Therefore the competency provision of USPAP has been satisfied.

A Summary of Salient Facts and Conclusions is included on the following page.

We appreciate the opportunity to be of service and if you have any questions, I may be reached at (770) 562-2793.

Yours truly,

Richard C. Ford, Jr.  
State Certified Real Property Appraiser # CG003568

*Real Estate Acquisition Consultants, Inc.*

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

<b>Subject Property:</b>	Gwinnett County Water
<b>Location:</b>	3201 Cross Road & 3267 Hwy 324/Gravel Springs Road, Buford, Georgia 30519
<b>Site Area:</b>	1.47 acres or 64,033.2 square feet
<b>Zoning:</b>	C 2, Commercial
<b>Current Use:</b>	Commercial
<b>Highest and Best Use</b>	
<b>As If Vacant:</b>	Commercial
<b>As If Improved:</b>	Commercial
<b>Property Rights Appraised:</b>	Fee Simple
<b>Purpose of the Appraisal:</b>	Estimate the market value of the unencumbered fee simple interest in the subject property
<b>Date of Report:</b>	October 20, 2011
<b>Market Value Estimate:</b>	\$ 114,150.00
<b>Appraiser / Analyst:</b>	Richard C. Ford, Jr.
<b>Special Limiting Conditions:</b>	See Basic Assumptions and Limiting Conditions in the Addendum of this report. As per instructions to the appraiser, demolition costs for two (2) single family residences are included in the report. However, the appraiser is not an expert in this area and recommends an independent professional specializing in demolition to provide the County with a demolition cost to cure analysis. The appraiser has performed due diligence in researching demolition methodology and cost services and has rendered a non-professional opinion based on current research and prior experience with similar assignments. Therefore, the appraiser opines the incorporated demolition costs are “ball park” in nature and should not be relied upon as a professional opinion.

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# SELF CONTAINED APPRAISAL REPORT

## Section 1 - Project Identification

Gwinnett County Water

Located at 3201 Cross Road & 3267 Hwy 324/Gravel Springs Road, Buford, Gwinnett County, Georgia

## Section 2 - Property Identification

Street Address: 3201 Cross Road & 3267 Hwy 324/Gravel Springs  
City/County: Buford / Gwinnett  
Tax Parcel ID: 7-177-007 & 7-177-012  
Size: Land is 1.47 acres or 64,033.2 SF

## Section 3 - Ownership Interests / Owner Contact

Fee Owner(s) Name: Gwinnett County Georgia  
Fee Owner(s) Telephone Number: (770)822-8000  
Fee Owner(s) Address: 75 Langley Drive, Lawrenceville, Georgia 30046

## Section 4 – Reporting Disclosure

**This report is intended for use by the client only.**

***Purpose and intended use of the appraisal:***

The purpose of the appraisal is to estimate the market value of the unencumbered fee simple interest in the subject property as of the most recent date of inspection, October 20, 2011

The intended use of the appraisal is to provide the client, Gwinnett County, a written Self Contained Appraisal Report on the subject property for internal discussions for the purpose of selling the subject property.

***Intended client and intended user of the appraisal:***

The intended client and intended user is Gwinnett County, a political subdivision of the State of Georgia.

***Property rights being appraised and property rights proposed for acquisition:***

*Fee Simple Estate* are the rights being appraised and are proposed in this report. The “Fee Simple Estate” in a property is the absolute ownership, unencumbered by any other interest or estate, subject only to the four powers of government: taxation, police power, eminent domain and escheat.

***Definition of the value to be estimated:***

*Real Estate Acquisition Consultants, Inc.*

Market Value is defined as follows from The Appraisal of Real Estate, 10<sup>th</sup> Edition (Chicago: Appraisal Institute, 1992):

*“The most probable price which a property should bring in a competitive market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming price is not affected by undue stimulus. Implicit in this information is the consummation of a sale as of a specified date and in the passing of title from seller to buyer under conditions whereby:*

- A.) Buyer and seller are typically motivated;
- B.) Both parties are well informed or well advised, and each acting in what is considered his own best interests;
- C.) A reasonable time is allowed for exposure in the market;
- D.) Payment is made in terms of cash in U.S. dollars or in terms of financial agreements comparable thereto;
- E.) The price represents the normal consideration for the property sold, unaffected by special or creative financing, or sales concessions granted by anyone associated with the sale.”

**Exposure Time:**

Assumed to be adequate, sufficient, and reasonable. The exposure time necessary to market the rights being appraised is assumed to be adequate, sufficient and reasonable. Both items are assumed to precede the effective date of value. The time frame is an integral part of the appraisal analysis and is based on one or more of the following:

- ◆ Statistical information about days on the market
- ◆ Information gathered through sales verification; and
- ◆ Interviews of market participants
- ◆ Reasonable Exposure Time for the subject property is 6-12 months

**Appraisal Type:**

_____	<u>Total Acquisition</u>	_____	<u>Selling As Surplus Property</u>
_____	Unimproved Land	<u>X</u>	Total Property – No Remainder
_____	<u>Partial Acquisition</u>		
_____	Land (All Types) - No impact on remainder		
	With _____ Without _____		Site Improvements

## Section 5 – Scope of the Appraisal

The scope of the assignment is to prepare a Self Contained Appraisal Report, which will be utilized by the client for internal discussions for the purpose of marketing the subject property. The tract that is the subject of this report is an improved tract containing 1.47 acres or 64,033.2 SF and is considered to be commercial. The subject property is improved with two single family residences that have been vandalized and are at the end of their economic life; therefore the appraiser opines that the two residences have no contributory value. The subject property contains two parcels both owned by Gwinnett County and are adjacent to each other. The subject parcel is located within the City limits of Buford, Gwinnett County, Georgia.

All data, which was considered to be pertinent to the valuation of the subject property, was gathered, analyzed and can be found in the Addendum of this report. This included, but was not limited to, local and neighborhood economic trends, conformity to land uses, zoning and market data. The sales were

*Real Estate Acquisition Consultants, Inc.*

researched to ascertain all factors, which would have an influence on the sales, as well as their comparability to the subject property. The sales data was verified, either through the buyer or seller, their representative, or other sources such as courthouse records and professional real estate persons with full knowledge of the real estate market in the area. As per instructions to the appraiser, a Project Data Book was not prepared. All sales data utilized in this report is included in the Addendum of this report.

**Describe any special limitations:** As per instructions to the appraiser, demolition costs for two (2) single family residences are included in the report. However, the appraiser is not an expert in this area and recommends an independent professional specializing in demolition to provide the County with a demolition cost to cure analysis. The appraiser has performed due diligence in researching demolition methodology and cost services and has rendered a non-professional opinion based on current research and prior experience with similar assignments. Therefore, the appraiser opines the incorporated demolition costs are "ball park" in nature and should not be relied upon as a professional opinion.

**Competency of the Appraiser:**

The appraiser has knowledge and prior experience in appraising properties similar to the subject property involved in this report. Therefore the competency provision of the *UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE*, or USPAP, has been satisfied.

**Date of Report:**

The effective date of this report is October 20, 2011 which is also the latest date of inspection.

## Section 6 - Local Government Data

### Zoning

The subject property is currently zoned C 2, Commercial by the City of Buford. This type of zoning allows for general commercial and business development. The minimum setback requirements are as follows:

Lot Size:	N/A
Lot Width:	50'
Front Setback:	50'
Rear Setback:	15'
Side Setback:	10'

### Taxes

The subject property lies within the tax jurisdiction of Gwinnett County, Georgia. The property has a county assessed value of \$ 267,100(including single family residences) and is broken down as follows:

Land Value 7177 007	\$ 42,900
Land Value 7177 012	<u>\$ 27,500</u>
Total Land Value	\$ 70,400

## Section 7 - Area Data

Gwinnett County is located approximately 24 miles northeast of Atlanta, the capitol of Georgia.

Atlanta, founded in 1837, is the capital of Georgia and is considered by many to be the South's commercial and economic hub. In 2002 the population of Atlanta was 4,262,584 with an average income of \$ 51,328. Numerous Fortune 500 companies, banks, airlines and a variety of merchants call Atlanta home. One of the world's busiest airports, Hartsfield-Jackson International Airport, is located 10 miles south of the central business district.

Atlanta's symbol is the Phoenix, a legendary bird of Egyptian mythology that arose from its own ashes with renewed strength and beauty, as Atlanta did after the famed burning of Atlanta during the War Between the States. Atlanta's seal bears the Phoenix and the Latin term, Resurgens, which means rising again. Atlanta's city limits are primarily located in Fulton County with a small area also in DeKalb County.

The land comprising Gwinnett County has 432.7 square miles in land area with a population density of 1,504.0 per square mile. In the last three decades of the 1900's its population grew by 713.3 %. On the 2000 census rolls, 97.8 % reported only one race with 13.3 % reporting African-American. The population of Gwinnett County is 10.9 % Hispanic. The average household size is 2.88 persons compared to an average family size of 3.28 persons.

In 2002, retail trade was the largest of 20 major job sectors with an average wage per job of \$ 26,440. Per capita income grew by 18.5 % between 1991 and 2001, adjusted for inflation.

Gwinnett County population in 2000 was 588,448 with an increase from 352,910 in 1990. In 2000 the average per capita income was \$ 31,893 as compared to \$ 27,324 for the state of Georgia.

Education in the county is provided by 85 county public schools with 7,183 teachers, 110,075 students and 5,985 high school graduates in 2001. Higher education is provided by Area tech schools. There are 27 colleges and universities in the Atlanta area with over 100,000 students

Municipal services in the county include 461 full time firemen with 18 fire stations and 305 full time county police officers with 250 support vehicles and 3 helicopters. Garbage is provided by grant franchises to private firms. The County and Cities employ full time engineers. Zoning is regulated by city and county personnel and conforms to the Southern Building Code

Utilities include electricity, natural gas, water, telephone, cable television and sewage. Gwinnett County is a part of Georgia's modern integrated, electrical system with excellent ability to supply industrial demands. Coal accounts for 84% of fuel used by the state's power generating plants, as compared to the U.S. average of 47%. This assumes long term continuity. Natural gas is available in industrial quantities in both a firm and interruptible basis. The County water plant capacity is 100,000,000 gallons per day with current consumption at 34,905,000 gallons per day. Ground storage capacity is 28,500,000 gallons from Lake Lanier. Sewage plant capacity is 28,750,000 gallons per day with a current daily use of 47,000,000 gallons per day. The system also has secondary and advanced treatment plants.

Property taxes are determined by tax rates and assessment ratios which vary by location and is administered by the Gwinnett County Board of Tax Assessors and municipalities where applicable..

Transportation facilities include motor freight carriers, which are part of the Atlanta Commercial Zone with 11 interstates, 51 inter/intrastate and 23 terminals. Rail is a key player with the CSX piggyback service at Atlanta and CSX, Norfolk Southern and Central of Georgia Railroads serving the county. The county is near Hartsfield-Jackson Airport which is the busiest airport in the United States.

Local recreation facilities are considered good and service the area well.

Most of the above data was provided by the Georgia Department of Industry, Trade and Tourism and Gwinnett County, Georgia.

## **Section 8 - Neighborhood Data**

The subject property is located in the northern section of Gwinnett County. Interstate I-85 is located just east and I-95 is located just west. The subject property is located within the city limits of Buford. The subject property is located at 3201 Cross Road and 3267 Hwy 324/Gravel Springs Road, Buford, Georgia. More specifically, the subject is located in Land Lot 177, of the 7<sup>th</sup> Land District of Gwinnett County, Georgia.

The subject neighborhood may be generally delineated by the following boundaries: to the south is the City of Lawrenceville, to the west is SR 400, to the east is the city of Winder and to the north is Barrow County.

The area is well served by numerous major arterials and secondary roads. State Route 20, SR 324, Interstate 85 and Interstate 985 traverses the area and provide for major traffic flow. There are numerous secondary roads that traverse the area providing adequate traffic flow in and through the subject area. All provide good ingress and egress to the subject neighborhood. Providing other surface transportation in the area are numerous secondary streets. Access to the Atlanta Expressway system is considered good with Interstate 95 being located just to the east and Interstate 985 being to the west.

The area is served by several neighborhood shopping facilities and the downtown business area of Buford is within a reasonable distance from the subject neighborhood. Several new neighborhood shopping centers have been built along Interstate 85 and Interstate 985 and are close to Mall of Georgia, a regional shopping center. The subject neighborhood has remained stable for several years with the majority of residential and commercial development on major thoroughfares and at major intersections. Upkeep and maintenance has been considered good with typical deterioration of residences and businesses in the area.

Development within the subject area is primarily oriented toward residential and commercial with businesses being located along the major roadways and major intersections. The immediate area of the subject neighborhood is mainly residential and commercial uses along Interstate 85. The overall appearance, maintenance and upkeep of existing improvements range from very good to average. Convenience to shopping, medical facilities, recreation, libraries, schools and churches is considered good.

## Section 9 - Property Description

**Property Location: Land Lot 177, District 7, Gwinnett County, Georgia**

### **LAND**

The subject property is located at 3201 Cross Road and 3267 Hwy 324/Gravel Springs Road according to the Gwinnett County Tax Assessor's Office and plats furnished to the appraiser and are assumed to be correct. The tract is irregular in shape with a gently rolling topography. All utilities are available and there are no apparent easements. According to Flood Map Panels by the Federal Emergency Management Agency (FEMA), none of the subject property is located within a designated flood area. There are no apparent soil and/or subsoil conditions, however, no soil tests were provided to nor ordered by the appraiser and no warranty is given or implied on the suitability of the soil. See Basic Assumptions and Limiting Conditions for further details.

### **MAJOR IMPROVEMENTS**

The subject property is improved with two single family residences that have been vandalized and are at the end of their economic life; therefore the appraiser opines that the two residences have no contributory value

## Section 10 - Highest and Best Use

**Highest and Best Use** is defined as follows from The Appraisal of Real Estate, 10<sup>th</sup> Edition (Chicago: Appraisal Institute, 1992):

*"That use, from among reasonable and probable legal alternate uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value."*

It is also defined as:

*"That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal."*

**Subject Property:** The subject is located in an urban area which is considered commercial, mixed with residential and industrial use properties. The predominant land use in the subject neighborhood is commercial. At the time of this appraisal, the subject was zoned commercial.

### **Physically Possible**

The subject tract has ample size, a functional shape, and favorable topographic features for a wide variety of development options. The tract has access to water, sewer, telephone service, gas, cable TV and electricity. The load bearing capacity of the top and sub-soils appear adequate for any use based on other uses in the neighborhood. However, no soil tests were provided or ordered by the appraiser and no warranty is given or implied on the suitability of the soil. Due to the tract's frontage and shape, the subject property offers good visibility and exposure.

### **Legally Permissible**

The subject is zoned Commercial by the City of Buford Planning and Zoning Office. The purpose of this district is to provide sufficient space in appropriate locations for a wide variety of commercial activities with a predominant use of commercial. The subject's legally permitted uses point toward a use of commercial with good development potential in the future. The subject also meets or exceeds all the minimum requirements for Commercial.

### **Financially Feasible / Maximally Productive Use**

Location is considered to be the most important factor with regard to these two criteria. The general pattern of new development in the neighborhood and surrounding areas has been toward commercial uses mixed with commercial nodes along with commercial. With the increase in demand for commercial, it is our opinion that this trend will continue into the foreseeable future as demand increases.

### **Conclusion**

After considering all factors and the criteria as outlined above, it is our opinion that the highest and best use of the subject property, as vacant, is commercial which is supported by its neighborhood trends and surrounding complimentary land uses.

**AS IF IMPROVED:** Commercial

**AS IF VACANT:** Commercial

## **Section 11 – Valuation Procedure**

### **APPRAISAL PROCEDURE**

The valuation process is an orderly program for solving the appraisal problem and is employed to develop a supportable estimate of the market value of the property appraised. The initial step in this process is to clearly define the problem. Then, identification of the property to be appraised, the rights to be included, the effective date of the appraisal, the objective of the appraisal and the definition of the value to be estimated is identified and defined. It involves analyses by utilizing specific appraisal procedures which typically include the application of one or more of the traditional appraisal approaches to value, the Sales Comparison Approach, Cost Approach and Income Approach. One or more of these approaches is utilized in all estimates of value, depending on the type of property, the function of the appraisal and the quality and quantity of available data for analysis. Data is then collected, classified and analyzed.

The **Sales Comparison Approach** involves the direct comparison of the subject property with similar properties that have sold recently in the market. Offers to sell, or current listings, are also considered. Similarities include, but are not limited to, factors such as time, location, physical characteristics and economic trends. Dissimilarities are then identified and analyzed to ascertain their effect, if any, on the sales price by utilizing adjustments to the units of comparison based upon various dissimilar characteristics. The sales deemed most comparable tend to require fewer adjustments and tend to indicate the most probable range in value of the property appraised.

The **Cost Approach** is based on the premise the value of a property is indicated by estimating the current cost to construct, reproduce or replace the improvement(s). Deducted from the improvement(s) estimate is accrued depreciation from all sources including physical deterioration, functional obsolescence and

economic obsolescence. Depreciation is measured by physical observation and market comparison. The depreciated estimate, or cost, of all improvements is then added to the estimated land value for an indication of value by this approach.

The ***Income Approach*** measures the present value of future benefits of property ownership by analyzing the present worth of the anticipated future income stream. The indication of value by this approach is the result of analyses of historical operating data of the property being appraised, and for similar properties. It is necessary to estimate the gross potential income, either currently being received, or anticipated to be received in the future. Certain items of expense are then deducted to forecast the net operating income (NOI). The NOI is then converted into a present value estimate through the process of capitalization by utilizing appropriate rates or factors derived from acceptable rates of return reflected by recent transfers of similar properties.

If the property is leased, consideration is given to similar rental properties in conjunction with their recent operating history and prevailing rental rates at competitive prices within the subject neighborhood.

### **Subject Valuation Procedure**

Our valuation analysis, relative to the subject property, is in accordance with the preceding described methodology regarding valuation techniques. Our analysis includes an estimate for the underlying land value and a demolition estimate to remove both SFR improvements.

The subject was improved at the time of the appraisal, however, the improvements were in very poor condition and state of repair and were considered to have no contributory value; therefore, the Cost Approach and Income Approach do not apply. Thus the Sales Comparison Approach will be utilized to estimate the market value of the subject property.

### **MARKET/SALES COMPARISON APPROACH**

As for the subject's land value, the appraiser utilized the sales comparison approach. An investigation of the local market revealed limited land sales in the subject's competitive market area. Consideration was given to each of these sales. However, after analyzing similar and dissimilar characteristics of these sales, the appraiser narrowed the list to four (4) comparable sales. Details of each transaction are included in the Addendum of this report. As per instructions to the appraiser by the client, a Project Data Book was not prepared.

Market Condition is an important component in the sales comparison approach. It recognizes a change in value of comparable sales between the time of the sale of a comparable property and the date of the appraisal of the subject property. Various factors may change market conditions such as inflation, deflation, changes in demand and supply. These changes are typically expressed in percentages relative to sales prices. The preferred method of isolating market condition, or time, adjustments is to compare sales prices of properties which have sold several times over a defined period and then compute the rate of change. In the absence of sales as defined above, the appraiser has relied on his experience and knowledge of past indicators and due to the recent economic downturn the appraiser opines a time adjustment is not warranted.

All of the sales represent fee simple transfers at cash value, or its equivalent, and are considered arms length transactions. Our analysis of the market has utilized the sale price per square foot as the unit of comparison with adjustments included for various dissimilarities that influence value. These factors include terms of sale, date of sale, zoning, size, shape, location, exposure, topography, frontage, access, utilities and overall physical utility. The comparable sales are analyzed as follows:

***Sale Number 1*** is located at 5341 Palmero Court approximately 7.6 miles northeast of the subject property. This 1.10 acre tract sold September 2, 2011 for \$ 150,000 or \$ 3.13 per square foot. Negative adjustments for the sales superior size and shape were warranted. Positive adjustments for the sales inferior frontage were warranted. Overall, a negative adjustment was indicated.

***Sale Number 2*** is located at 2825 Peachtree Industrial Blvd. approximately 13 miles southeast of the subject property. This 4.94 acre tract sold July 22, 2011 for \$ 707,157 or \$ 3.29 per square foot. Negative

adjustments for the sales superior location were warranted. Positive adjustments for the sales inferior size were warranted. Overall, with offsetting adjustments, no adjustment was indicated.

**Sale Number 3** is located at 1794 Mall of GA Blvd. approximately 1.8 miles southeast of the subject property. This 1.63 acre tract sold April 15, 2011 for \$ 150,000 or \$ 2.11 per square foot. Positive adjustments for the sales inferior size and frontage were warranted. Negative adjustments for the sales superior location were warranted. Overall, a positive adjustment was indicated.

**Sale Number 4** is located on Hwy 23 approximately 7.2 miles southeast of the subject property. This 1.40 acre tract sold December 27, 2010 for \$ 205,000 or \$ 3.36 per square foot. Negative adjustments for the sales superior and location size were warranted. Overall, a negative adjustment was indicated.

All sales were considered comparable to the subject property being appraised. Each sale required adjustments for items of dissimilarity. Sale 1 required a downward adjustment for superior size and shape and upward adjustments for inferior frontage. Sale 2 required a downward adjustment for the sale superior location and upward adjustments for the sale inferior size. Sale 3 required upward adjustments for inferior size and frontage and a downward adjustment for the sale superior location. Sale 4 required a downward adjustment for superior size and location. Based on the above analysis, it is our opinion that a reasonable value of the subject property falls in the lower end of the range in values at \$ 2.11 per square foot as follows;

$$64,033.2 \text{ SF} \times \$ 2.11/\text{SF} = \$ 135,110.05$$

Rounded \$ 135,150.00

#### **DEMOLITION COSTS**

Located on the subject property are two (2) vacant single family residences. Each residence is in a very poor state of repair resulting from lack of maintenance and rampant vandalism. The subject property is currently zoned commercial and the appraiser opines neither improvement has any value in an interim use situation due to their current condition and are at the end of their economic life. Therefore, the appraiser further opines the improvements have no contributory value and should be razed, or demolished, before the land can be improved to its highest and best use of commercial.

Typical demolition costs include project planning, site preparation, demolition work, waste removal, landfill hauling, necessary permits, disconnecting all utilities, septic tank or sewer line removal and site restoration once all debris has been removed. Concrete demolition and removal costs add to the overall price for demolition. Any environmental issues, including abatements, need to be addressed. The appraiser was not made aware of any issues and recommends further testing.

According to Hometown Demolition Contractors, the demolition of 1000 – 1500 square feet homes is generally between \$ 4,000 to \$ 7,000. In 1500 – 2000 square feet homes, the demolition is between \$ 9,000 to \$ 22,000.

The subject homes are 1360 square feet and 1800 square feet with an underground swimming pool. The appraiser opines the middle of the range for each home should be applied as follows:

Tax Parcel R7177 007:                    1360 SF @ \$ 5,000 = \$ 5,000.00

Tax Parcel R7177 012:                    1800 SF @ \$ 16,000 = \$ 16,000.00

TOTAL DEMOLITION COSTS                    \$ 21,000.00

The total demolition costs are typically deducted from the overall estimated value.

## SALES COMPARISON AND ADJUSTMENT GRID

ITEM	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	
Address	3201 Cross Road & 3267 Hwy 324	5341 Palmero Court	2825 Peachtree Ind. Blvd.	1794 Mall of GA Blvd.	Hwy 23	
Proximity to Subject		7.6 miles northeast	13 miles southeast	1.8 miles southeast	7.2 miles southeast	
Sales Price		\$150,000	\$ 707,157	\$ 150,000	\$205,000	
Price / SF		\$ 3.13	\$ 3.29	\$ 2.11	\$ 3.36	
Date of Sale		9-2-2011	7-22-2011	4-15-2011	12-27-2010	
Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Conveyed						
Sales or Financing		All Cash To Seller	All Cash To Seller	All Cash To Seller	All Cash To Seller	
Concessions						
Conditions of Sale		Arms Length	Arms Length	Arms Length	Arms Length	
Market Conditions/ Time		Similar	Similar	Similar	Similar	
Adjusted Price Per Square Foot		\$ 3.13	\$ 3.29	\$ 2.11	\$ 3.36	
Location	3201 Cross Road & 3267 Hwy 324	Similar	Superior	N Superior	N Superior	N
Corner	No	No	No	No	No	
Size	1.47 acres	1.10 acres	N 4.94 acres	P 1.63 acres	P 1.40 acres	N
Zoning / Use	Commercial	Commercial	Commercial	Commercial	Commercial	
Frontage	352.67'	Inferior	P Similar	Inferior	P Similar	
Access	Average	Similar	Similar	Similar	Similar	
Topography	Gently Sloping	Similar	Similar	Similar	Similar	
Shape	Irregular	Superior	N Similar	Similar	Similar	
Utilities	All Available	Similar	Similar	Similar	Similar	
Functional	Good	Similar	Similar	Similar	Similar	
Utility						
Overall Adjustment		Negative	N Equal	Positive	P Negative	N

### **RECONCILIATION AND FINAL VALUE ESTIMATE**

Therefore, it is my opinion that the Market Value of the Fee Simple Interest in the subject property, as of October 20, 2011, is as follows:

	Value of Land and Improvements	\$ 135,150.00
Less:	Total Demolition Costs	(-) \$ 21,000.00
	Indicated Value of Subject Property	\$ 114,150.00

**ONE HUNDRED SEVENTY THOUSAND THREE HUNDRED FIFTY DOLLARS**

**\$ 114,150.00**

*Real Estate Acquisition Consultants, Inc.*

# ***ADDENDUM***

**Local & Area Data**  
**Zoning Data**  
**Subject Data, Maps & Photographs**  
**Comparable Land Sales, Maps & Photographs**  
**Certification of the Appraiser**  
**Basic Assumptions and Limiting Conditions**  
**Qualifications of the Appraiser**

## About Buford

### *Historical Information*

#### Facts & Information

ALGERNON SIDNEY BUFORD, for whom the City of Buford was named, was President of the Atlanta and Richmond Air-Line Railroad. He was of distinguished Virginian ancestry, a graduate of the University of Virginia, a lawyer by profession, and several times a member of the Virginia State legislative body. He was railroad president for 20 years during its period of expansion. A resident of Richmond, Virginia, he maintained an Atlanta office upstairs at 69 Whitehall Street during the construction of the railroad in Georgia and the Carolinas.



The “Town of Buford” was incorporated by Act of legislature August 24, 1872. The name was changed to the “City of Buford” in 1896.

On the time line of history, Buford is a newcomer. Although brief, Buford’s history has been rather impressive.

Buford never had the “sleepy little village” aura, which characterized most small towns of the 19th century and early 20th century. The town was early blessed with able, far-sighted citizens, interested in business and education as was evidenced by its rapid growth and early attention to schools. Buford was early called the “city of many factories.” A news article in the News-Herald of December 18, 1902 referred to Buford as the “New York of Gwinnett” in paying tribute to its industry and activity.

(Courtesy Virginia Historical Society)

For more than 60 years Buford was the largest city in Gwinnett County and during most of that time it had the only significant industrial development in the county. During this period it exerted a powerful, many times dominant influence upon county politics. As early as 1900 Buford was the largest city in the county, and Sugar Hill Militia District listed more ad valorem taxpayers than any other district in the county.

Buford had the first bank in the county. In fact, Buford had two flourishing banks before any other permanent banking facilities were established in the county.

For most of its history Buford’s schools were widely recognized for quality education. For several decades, students came from other areas of the county and from adjoining counties to acquire the prestigious diploma from Buford High School.

Recent and current references to Buford’s past industry consistently label it “the tannery”, a serious misconception. While leather tanning was an important part of the city’s industrial complex and provided the leather for the other operations, it was only a part of the extensive manufacturers which made Buford nationally, even internationally known as “The Leather City”.

At its zenith, Bona Allen, Inc. produced nationally known shoes, saddles of national and Hollywood reputation, harness, horse collars, and other leather products. The company also operated the only glue factory in the south. The city also conducted a large farming operation, which produced straw for horse collars as well as other farm products.

Other facts and interesting history have been made available to the public through the publication of "Historic Buford" by Handsel Grady Morgan. The book may be purchased at the Buford City Hall.

#### Historic Classic Homes & Other Historic Structures

##### [The Bona Allen Mansion](#)

Built during 1912 and 1913 by Bona Allen and was occupied by Bona Allen, Jr. after the death of his father. It is on the National Register for Historic Places. The property is now operating as an event facility for weddings, parties and socials.



Bona Allen, Jr. home on Main Street. Later occupied by Bona Allen III (son of Wadleigh Allen) after Bona Allen, Jr. moved into the "mansion".



Three Allen Brothers. Left to right, Bona Allen, Jr., Victor H. Allen, and John Q. Allen

## Gwinnett County, Georgia

Located 24 miles northeast of Atlanta.

*Latest data available*

### Year County GA (millions) U.S. (millions)

2009 808,167 9.8 307

2008 790,519 9.7 304

2007 722,464 9.5 301

### Year County GA U.S.

2008 \$33,527 \$35,217 \$40,673

2007 \$33,923 \$34,659 \$39,458

2006 \$33,667 \$32,095 \$36,714

**COMMUNITY SCHOOLS:** 131 county public schools with teachers, students in 2009; 27 private schools with 7,553 students in 2005;

1 city public school with teachers, students in 2009.

### HIGHER EDUCATION:

Technical College: Atlanta at Atlanta (24 miles) with 7,967 students; Gwinnett at Lawrenceville (local) with 10,684 students.

2-yr: Atlanta Metropolitan College at Atlanta (24 miles) with 1,995 students.

4-yr: Georgia Institute of Technology at Atlanta (24 miles) with 15,575 students; Georgia State University at Atlanta (24 miles) with

24,300 students.

There are 27 colleges and universities in the Atlanta area with a total enrollment of more than 100,000 students.

**PROPERTY:** Property taxes are determined by tax rates and assessment ratios which vary by location. The only realistic way to

compare property taxes from different locations is to use 'effective tax rates' (tax rate multiplied by assessment ratio). Effective tax

rates combine city, county, school, and state tax rates into one convenient figure -- the annual tax for each \$1000 of property at its

fair market value. This rate applies to all property: land, buildings, machinery, equipment, and inventory.

Effective Rates:

City Year Within City Outside City

Buford 2009 \$10.68 \$13.62

Norcross 2009 \$16.06 \$13.62

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**SALES:** City and county have 2% local sales tax in addition to the 4% state sales tax.

**INVENTORY (Freeport):** *Freeport* is the general term used for the exemption of ad valorem tax on inventories as defined by

Georgia law. The law offers manufacturers, distributors, wholesalers and warehouse operations an attractive inventory tax

exemption on three classes of property.

Gwinnett County exempts 100% on all classes of certain business inventory from property taxation.

**JOB TAX CREDIT:** Tier: 4, Amount: \$750 as of 2011

Tier refers to the economic well-being of a county. For more information go to

<http://www.dca.state.ga.us/economic/TaxCredits/programs/taxcredit.asp>

**JOINT DEVELOPMENT AUTHORITY:** Yes

**FIRE PROTECTION:** 461 authorized full-time personnel and 18 stations. At least 75% of personnel are EMT's. Fire insurance

classification 4 county-wide.

**ZONING:** County-wide zoning ordinance and subdivision design standards.

**COMMERCIAL AIRPORT:** Atlanta Airport (24 miles) service by Aeromexico, Air Canada, Air France, AirTran, America West,

American, ASA, British Airways, Continental, Comair, Corporate, Delta, Frontier, Hooters, Korean Air, Lufthansa, Midwest,

Northwest, South African, United, US Airways. Home of Phoenix Air Group, an international light jet transport service.

**GENERAL AVIATION AIRPORT:** Atlanta Airport (24 miles) with a 11,889 feet Bituminous runway, aircraft tiedown, airframe &

power plant repair, hangar, lighted runway, VOR, ILS, NDB, 24-hour manned control tower; Lawrenceville Airport (local) with a

4,000 feet bituminous runway, aircraft tiedown, airframe & power plant repair, hangar, lighted runway, VOR.

*Real Estate Acquisition Consultants, Inc.*

**RAIL:** CSX piggyback - Atlanta (24 miles); CSX rail - Gwinnett County (local); Norfolk Southern piggyback - Atlanta (24 miles); Norfolk Southern rail - Gwinnett County (local).

**WATER:**

Navigable River: Chattahoochee River (9 foot channel depth) with public barge dock at Columbus (130 miles). Seaport: Savannah Seaport (267 miles) with maintained channel depth of 42 feet.

**ELECTRICITY:** A part of Georgia's modern integrated electrical transmission system, Gwinnett County has excellent ability to supply industrial demands. Compared to 47% for the U.S., coal accounts for 84% of fuel used by the state's power generating plants. This assures long-term continuity.

Gwinnett County is served by Georgia Power and 3 electric membership cooperatives, thus giving electricity users a very competitive market from which to choose. If demand exceeds 900kw, any supplier can step in and offer service.

**NATURAL GAS:** Majority of county is supplied by Atlanta Gas Light Co. Gas is available in industrial quantities on an interruptible basis. Lawrenceville and Buford have city-owned gas supplies.

**WATER:** Plant capacity: 100,000,000 gal/day. Consumption: 34,905,000 gal/day average, 66,750,000 gal/day maximum. Storage capacity: 28,500,000 gal. elevated, 8,500,000 gal. ground. Source: Lake Lanier. In addition, the Duluth Plant has 15,000,000 gal/day capacity.

**SEWER:** Plant Capacity: 47,000,000 gal/day; Advanced wastewater treatment plant.

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## CITY OF BUFORD ZONING

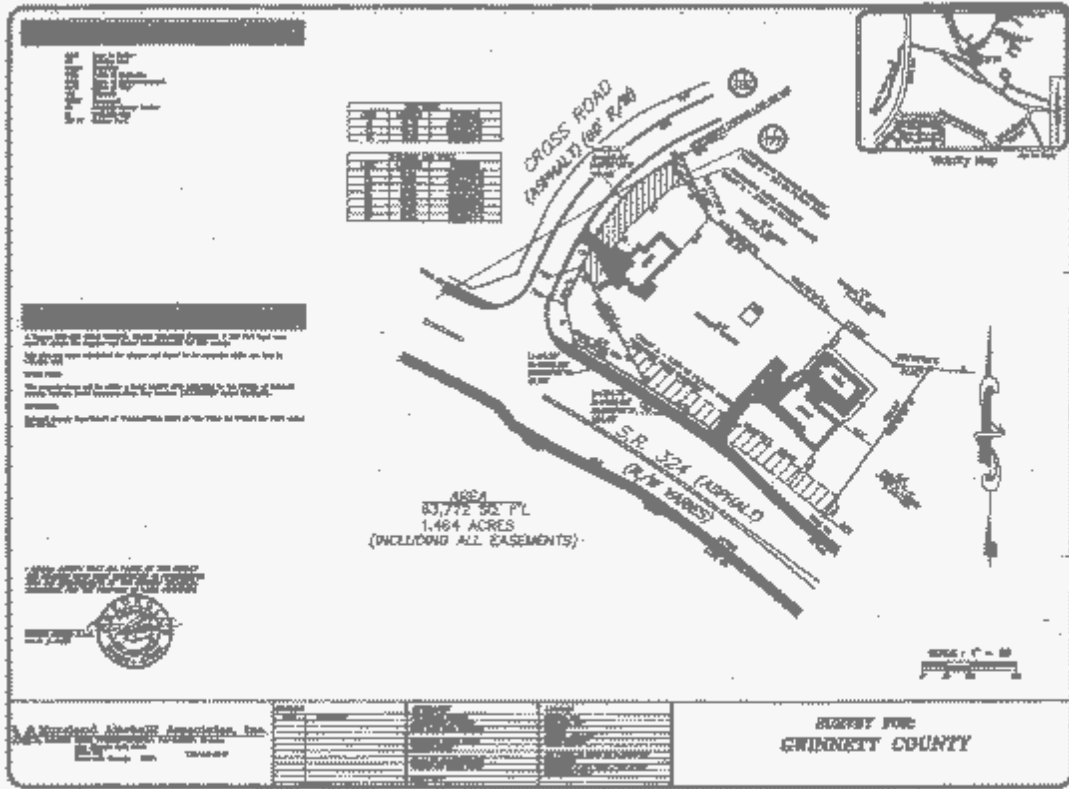
### Section 1401. Minimum Yard and Height Requirements

ZONING DISTRICT	FRONT YARD			SIDE YARD (1)	REAR YARD (1)	MAX. HEIGHT OR STORIES
	MINOR ROAD	CO. COLLECTOR, MAJOR HIGHWAY	STATE			
RA-200	75 Ft. from C.L.	85 Ft. from C.L.	50 Ft. from R/W	1 Yard 15' 2 Yards 35'	40 Ft.	35 Ft.
RA-140	65 Ft. from C.L.	65 Ft. from R/W	65 Ft. from R/W	1 Yard 25' 2 Yards 50'	100 Ft.	35 Ft.
R-100/MHS	35 Ft. from R/W	50 Ft. from R/W	50 Ft. from R/W	1 Yard 10' 2 Yards 25'	40 Ft.	35 Ft.
RMD	35 Ft. from R/W Sewer 50 Ft. from R/W Septic	50 Ft. from R/W	50 Ft. from R/W	1 Yard 15' 2 Yards 30'	40 Ft.	35 Ft.
RL	50 Ft. from R/W	50 Ft. from R/W	50 Ft. from R/W	1 Yard 10' 2 Yards 20'	40 Ft.	40 Ft.
RM/RM-6/RM-8	50 Ft. from R/W	50 Ft. from R/W	50 Ft. from R/W	20' First Two Stories Plus 4' Per Each Additional Story	40 Ft.	40 Ft.
O-I/OBP	50 Ft. from R/W	50 Ft. from R/W	50 Ft. from R/W	10'	(1) 15' BUT 40' IF ABUT. R. DIS.	3 Stories
C-2	50 Ft. from R/W	50 Ft. from R/W	50 Ft. from R/W	10' BUT 20' IF ABUT. R. DIS.(1)	15' BUT 40' IF ABUT. R. DIS. (1)	10 Stories (4)
M-1/M-2	50 Ft. from R/W	50 Ft. from R/W	50 Ft. from R/W	20' BUT 50' IF ABUT. R. DIS.(1)	15' BUT 40' IF ABUT. R. DIS. (1)	40 Ft.
MH	50 Ft. from R/W	50 Ft. from R/W	50 Ft. from R/W	(2)	(2)	(2)
P	50 Ft. from R/W	50 Ft. from R/W	50 Ft. from R/W	10' BUT 20' IF ABUT. R. DIS.(1)	15' BUT 40' IF ABUT. R. DIS. (1)	3 Stories

(1) Also see Section 606. Buffer Between Dissimilar Districts.

(2) See Section 1305.

**SUBJECT MAP**



**EXHIBIT B**

SUBJECT PHOTOGRAPHS



Project Number: Tax Pin # 7-177-007      County: Gwinnett

Date Taken: October 20, 2011

Subject of Photos:                    1.) View of subject property along Cross Road

Photos Taken By: Rick Ford

SUBJECT PHOTOGRAPHS



Project Number: Tax Pin # 7-177-007      County: Gwinnett

Date Taken: October 20, 2011

Subject of Photos:                      2.) View of subject property along Cross Road

Photos Taken By: Rick Ford

**SUBJECT PHOTOGRAPHS**



Project Number: Tax Pin # 7-177-012      County: Gwinnett

Date Taken: October 20, 2011

Subject of Photos:                    3.) View of subject property along Hwy 324

Photos Taken By: Rick Ford

SUBJECT PHOTOGRAPHS



Project Number: Tax Pin # 7-177-012      County: Gwinnett

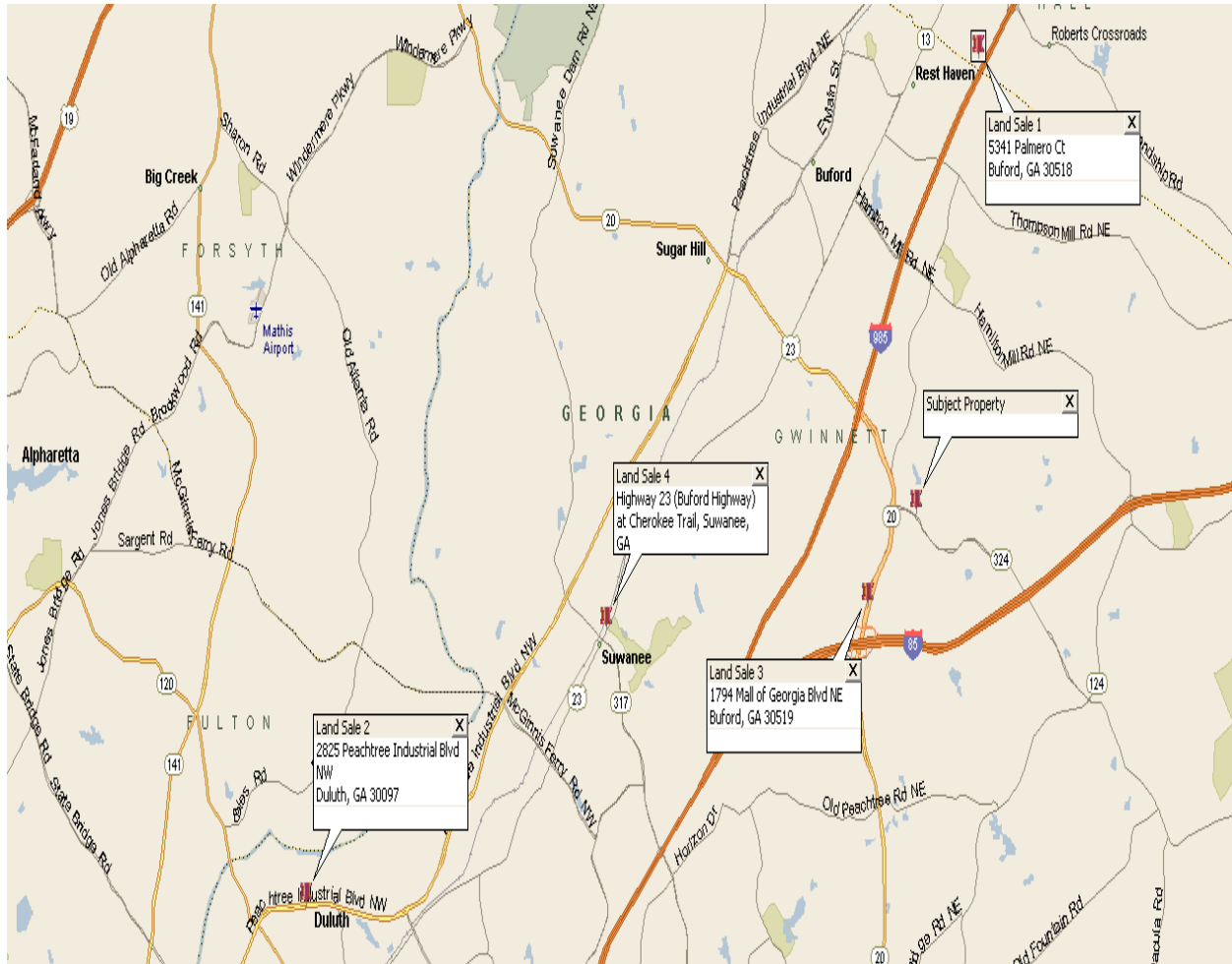
Date Taken: October 20, 2011

Subject of Photos:                      4.) View of subject property along Hwy 324

Photos Taken By: Rick Ford

*COMPARABLE COMMERCIAL LAND SALES GRID*

<u>Sale</u>	<u>Location</u>	<u>Size/Acre</u>	<u>Size/SF</u>	<u>Sales Price</u>	<u>Zoning</u>	<u>Price/SF</u>
1	5341 Palmero Court	1.10	47,916	\$ 150,000	C	\$ 3.13
2	2825 Peachtree Ind. Blvd.	4.94	215,186	\$ 707,157	C	\$ 3.29
3	1794 Mall of GA Blvd.	1.63	71,002.8	\$ 150,000	C	\$ 2.11
4	Hwy 23	1.40	60,984	\$ 205,000	C	\$ 3.36



COMPARABLE LAND SALE NUMBER 1

GRANTOR: OAP Inc.

GRANTEE: Global Electric Services, Inc.

RECORDED: Book: 50882 Page: 359 County: Gwinnett

DATE OF TRANSACTION: September 2, 2011

CONSIDERATION: \$ 150,000 Price/Unit: \$ 3.13 /SF ; \$ 136,363.63 /Acre

TAX STAMPS: \$ 150.00

FINANCING: All cash to seller with no affect on sales price.

LOCATION: 5341 Palmero Court, Buford, GA

TAX PARCEL ID: 7-265-051

ZONING AT TIME OF SALE: Commercial

INSPECTION DATE: October 20, 2011

VERIFICATION & SOURCE: Public Records, Gwinnett County Tax Assessors Office

CONDITIONS OF SALE: Arms length

HIGHEST & BEST USE AT SALE: Commercial

PRESENT USE: Vacant at time of sale

TOTAL AREA: 47,916 SF 1.10 Acres

DESCRIPTION OF THE PROPERTY: This rectangular shaped tract has frontage on Palmero Court and with good access. The topography is gently rolling and at road grade. Water, gas and electricity are available to the site. There are no apparent easements.

REMARKS: None.

COMPARABLE LAND SALE NUMBER 1



PHOTOGRAPH OF COMPARABLE LAND SALE NO. 1



Photographed By: Rick Ford

Date Taken: October 20, 2011

COMPARABLE LAND SALE NUMBER 2

GRANTOR: 5 Suns Investments, LLC

GRANTEE: JHPD Investments, LLC

RECORDED: Book: 50800 Page: 1 County: Gwinnett

DATE OF TRANSACTION: July 22, 2011

CONSIDERATION: \$707,157 Price/Unit: \$ 3.29 /SF ; \$ 143,149.19 /Acre

TAX STAMPS: \$ 707.16

FINANCING: All cash to seller with no affect on sales price.

LOCATION: 2825 Peachtree Industrial Blvd. Duluth, GA

TAX PARCEL ID: 7-244-439

ZONING AT TIME OF SALE: Commercial

INSPECTION DATE: October 20, 2011

VERIFICATION & SOURCE: Public Records, Gwinnett County Tax Assessors Office

CONDITIONS OF SALE: Arms length

HIGHEST & BEST USE AT SALE: Commercial

PRESENT USE: Vacant at time of sale

TOTAL AREA: 215,186.4 SF 4.94 Acres

DESCRIPTION OF THE PROPERTY: This irregular shaped tract has frontage on Peachtree Industrial Blvd. with good access. The topography is gently rolling and at road grade. Water, gas and electricity are available to the site. There are no apparent easements.

REMARKS: None.

COMPARABLE LAND SALE NUMBER 2



PHOTOGRAPH OF COMPARABLE LAND SALE NO. 2



Photographed By: Rick Ford

Date Taken: October 11, 2011

**COMPARABLE LAND SALE NUMBER 3**

GRANTOR: HTSF Capital, LLC

GRANTEE: MOGP, LLC

RECORDED: Book: 50637 Page: 567 County: Gwinnett

DATE OF TRANSACTION: April 15, 2011

CONSIDERATION: \$ 150,000 Price/Unit: \$ 2.11 /SF ; \$ 92,0245.39 /Acre

TAX STAMPS: \$ 150.00

FINANCING: All cash to seller with no affect on sales price.

LOCATION: 1794 Mall of Georgia Blvd., Buford, GA

TAX PARCEL ID: 7-144-028

ZONING AT TIME OF SALE: Commercial

INSPECTION DATE: October 20, 2011

VERIFICATION & SOURCE: Public Records, Gwinnett County Tax Assessors Office

CONDITIONS OF SALE: Arms length

HIGHEST & BEST USE AT SALE: Commercial

PRESENT USE: Vacant at time of sale

TOTAL AREA: 71,002.8 SF 1.63 Acres

DESCRIPTION OF THE PROPERTY: This irregular shaped tract has frontage on Mall of Georgia Blvd. and with good access. The topography is gently rolling and at road grade. Water, gas and electricity are available to the site. There are no apparent easements.

REMARKS: None

COMPARABLE LAND SALE NUMBER 3



PHOTOGRAPH OF COMPARABLE LAND SALE NO. 3



Photographed By: Rick Ford

Date Taken: October 20, 2011

COMPARABLE LAND SALE NUMBER 4

GRANTOR: T & Z Investments, Inc.

GRANTEE: Suntrust Bank

RECORDED: Book: 3128 Page: 199 County: Gwinnett

DATE OF TRANSACTION: December 27, 2010

CONSIDERATION: \$205,000 Price/Unit: \$ 3.36 /SF ; \$ 146,428.57 /Acre

TAX STAMPS: \$ 205.00

FINANCING: All cash to seller with no affect on sales price.

LOCATION: Hwy 23, Suwanee, GA

TAX PARCEL ID: 7-235-002

ZONING AT TIME OF SALE: Commercial

INSPECTION DATE: October 20, 2011

VERIFICATION & SOURCE: Public Records, Gwinnett County Tax Assessors Office

CONDITIONS OF SALE: Arms length

HIGHEST & BEST USE AT SALE: Commercial

PRESENT USE: Vacant at time of sale

TOTAL AREA: 60,984 SF 1.4 Acres

DESCRIPTION OF THE PROPERTY: This rectangular shaped tract has frontage on Hwy 23 and no access. The topography is gently rolling and at road grade. Water, gas and electricity are available to the site. There are no apparent easements.

REMARKS: None

COMPARABLE LAND SALE NUMBER 4



PHOTOGRAPH OF COMPARABLE LAND SALE NO. 4



Photographed By: Rick Ford

Date Taken: October 20, 2011

## ***CERTIFICATION OF THE APPRAISER***

*The appraiser hereby certifies to the best of his knowledge and belief:*

1. The statements of fact contained in this data book are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, unbiased professional analyses, opinions and conclusions of the appraiser.
3. I have no present or prospective interest in the properties that are the subject of this data book, and I have no personal interest or bias with respect to the parties involved.
4. Compensation for preparing this data book is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, Georgia Law, and pertinent regulatory requirements.
6. I made a personal inspection of the properties that are the subject of this data book.
7. As of the date of this data book, the appraiser is currently certified under the continuing education requirement of the State of Georgia Real Estate Appraisers Board and has met all requirements as such.
8. Acknowledgement is given to Staci Benson, associate appraiser, who provided professional assistance to the appraiser in the preparation of this data book.
9. The appraisal assignment and subsequent fee is not predicated on a requested, or predetermined, specific minimum value.
10. The appraiser has knowledge and prior experience in appraising properties similar to the subjects of this data book. Therefore the Competency Provision of the Uniform Standards of Professional Appraisal Practice (USPAP) has been satisfied.

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Richard C. Ford, Jr.  
State of Georgia  
Certified General Appraiser # CG003568

## BASIC ASSUMPTIONS AND LIMITING CONDITIONS

*This report has been made with the following general assumptions:*

1. No responsibility is assumed for legal description or for other matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated. The appraiser cannot guarantee the subject property is free of encroachments or easements, and recommends further investigation and survey.
3. Responsible ownership and competent property management are assumed.
4. All information furnished by others is assumed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. Any plot plans, tax plats, maps, sketches, and illustrative material in the report are included only to assist the reader in visualizing the property.
6. It is assumed there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in this report.
8. It is assumed all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in this report.
9. It is assumed all required licenses, certifications of occupancy, consents or other legislative or administrative authority from any local, state or federal government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed utilization of the land and improvement is within the boundaries of property lines of the property described and there is no encroachment or trespass, unless noted in this report.
11. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvement should not be used in conjunction with any other appraisal and are invalid if so used.
12. The appraiser is *not qualified* to detect the presence or absence of hazardous substances, defined as all hazardous or toxic materials, waste, pollutants or contaminants including, but not limited to PCB, UFFI, asbestos, or other raw materials or chemicals used in construction, or otherwise present in the property. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be construed as confirmation of same. Such determination would require investigation by a qualified expert in the field of environmental assessment. The appraiser also assumes no soil bearing test has been made. The presence of any of the aforementioned substances may affect the value of the property. The appraiser's value estimate is predicated on the assumption there is no such substance or material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Any proposed improvements are assumed to be completed in a workmanlike manner in accordance with submitted plans and specifications and are in compliance with local, state and federal building codes and zoning regulations.
15. Possession of this report, or a copy thereof, does not carry with it the right of publication. The report may not be used for any purpose by anyone other than the party to whom it is addressed without the expressed written consent of the appraiser, and in any event only with properly written qualification and only in its entirety. Therefore, the liability of the appraiser shall be expressly limited to the person for whom the appraisal was addressed and any reliance thereon by a third party shall not be justifiable and therefore at the peril of the third party.
16. Neither all, nor any part of the contents of this report, especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected, shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior consent and the expressly written permission of the appraiser.

17. The appraiser herein by reason of this report is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have previously been made.
18. It is a condition of this report, properties are subject to typical easements such as right of way for electric power lines, sewer lines, natural gas lines, water lines and telephone or communication lines.
19. It is a condition of this report, any marketing of the subject property would expressly require effective and aggressive sales methods and techniques, reasonable pricing, market exposure and coverage, and unless otherwise stated, any suggested improvements or repairs completed in order to market the property.
20. The subject property is specifically conditioned on present market conditions and any changes may affect the stated market value.
21. It is a condition of this report, unless stated or found otherwise, the furnished plans for the project, along with measurements, metes and bounds and areas, owner furnished information, tax record data regarding the subject property is believed to be reliable. However, no warranty is given for its accuracy.
22. It is a condition of this report, the client or reader of this report is aware that the appraiser is not professionally qualified to determine structural, mechanical or other constructional soundness on any item or items, either a part of or associated with the subject property. Unless otherwise stated, the estimated value is based on the property being structurally and mechanically sound. Any minor or major potential problem would be subject to an inspection by a qualified, registered engineer and any related cost to cure the problem would be deducted from the estimated market value estimate along with any finance costs, contractor's profit and any other related costs.
23. As a specific condition of this report, unless stated or found otherwise, the appraisal is prepared for the purpose of estimating market value of the subject property as of the date of the appraisal. The appraisal report format is limited in scope only in the form of the report and is based on the purpose of the appraisal, as requested. Therefore the scope of the appraisal is limited to the form utilized. However, all pertinent information and data has been stated.
24. The client is advised this report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. To the best of the appraiser's knowledge, all other local, state and federal guidelines have been complied with in preparing this report.
25. The signatory of this report is duly registered and licensed as a Certified General Appraiser with the State of Georgia Real Estate Appraisers Board and as such, is current with continuing education requirements of the above regulatory board.
26. The appraiser's conclusion of value is based upon the assumption that there are no hidden or unapparent conditions of the property that might impact upon buildability. Appraiser recommends due diligence be conducted through local building department or municipality to investigate buildability and whether property is suitable for intended use. Appraiser makes no representations, guarantees or warranties on same.

## QUALIFICATIONS OF RICHARD C. FORD, JR.

Richard C. Ford, Jr. is an independent fee appraiser and co-owner of Real Estate Acquisition Consultants, Inc. specializing in eminent domain acquisitions.

### STATE OF GEORGIA CERTIFICATIONS

Certified General Real Estate Appraiser with the State of Georgia Real Estate Appraisers Board.  
License # CG 3568.

Approved Roster of Fee Appraisers with the Georgia Department of Transportation.

Approved Roster of R/W Consultants with the Georgia Department of Transportation

Certified as Expert Witness with the Georgia Department of Transportation.

### EDUCATION

Marietta-Cobb Tech, 1967, Diploma, Technical Design

American Institute of Real Estate Appraisers Courses

Basic Appraisal Principles, Methods & Techniques, Capitalization Theory & Techniques,  
Parts I, II, & III, Litigation Valuation, Appraising the Single Family Residence,  
Uniform Standards of Professional Appraisal Practice

National Association of Independent Fee Appraisers

Appraising Manufactured Housing

Federal Highway Administration

Relocation Assistance and Payments

State of Georgia Real Estate Appraisers Board

Annual continuing education requirements to maintain state appraiser's license

### EXPERIENCE

Retired from Georgia Department of Transportation in June, 2003 with thirty four years of credible service specializing in right of way acquisition. Began appraisal career in February of 1979 taking appraisal courses and becoming a staff appraiser with the Georgia Department of Transportation.

2/79 – 6/85: Staff Appraiser with Georgia Department of Transportation

6/85 – 9/98: District Right of Way Team Manager with Georgia Department of Transportation

9/98 – 6/03: Appraiser Estimator Specialist Manager with Georgia Department of Transportation

6/03 – Present: Independent Fee Appraiser, Review Appraiser, Consultant and owner of Real Estate Acquisition Consultants, Inc.

**\*\*\*ATTENTION\*\*\***

**FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:**

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

**GWINNETT COUNTY**  
**DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**  
**GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

**I. PREPARATION OF BIDS**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if applicable. Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

**II. DELIVERY**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. EXPLANATION TO BIDDERS**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

**IV. SUBMISSION OF BIDS**

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. **WITHDRAWAL OF BID DUE TO ERRORS**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. **TESTING AND INSPECTION**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to

use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor

will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**XX. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XXI. SUBSTITUTIONS**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

**XXII. INELIGIBLE BIDDERS**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

**XXV. AMERICANS WITH DISABILITIES ACT**

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXVII. TAX LIABILITY**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a

government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

#### XXVIII. STATE LAW REGARDING WORKER VERIFICATION

State Law requires that all who enter into a contract for the physical performance of services with the County or any other performance of labor for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services or for the performance of labor where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

#### XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

#### XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

#### XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed

by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

#### **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.

