



CITY COUNCIL MEETING & PUBLIC HEARING MARCH 24, 2025

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **BOARDS & COMMISSIONS**
 - A. **Code Enforcement Board Nomination by Council Member DeRito**
 - B. **Swearing-in of New Board Member**
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 3/3/2025)**
Consideration of approval of the City Council meeting minutes from the meeting of March 3, 2025.
 - B. **Financial Management Report (Month Ending January 31, 2025)**
Consideration of approval of the Financial Management Report for the month ending January 31, 2025.
6. **PUBLIC HEARING**
 - A. **The following public hearing items were advertised, however, have been deferred by the applicant or staff and are shown on this agenda for additional public noticing.**
 - B. **MP-25-01/CU-25-05 Fulton Science Academy/Cousins Westside MP Pod R**
DEFERRED: This item has been deferred by the Applicant and will not be heard by the City Council during this meeting.
Consideration of a master plan amendment and conditional use to allow a 'School, Academic' to re-use an existing office building on a 4.48-acre property in the North Point Overlay. A master plan amendment is requested to add 'School, Academic' to the Cousins Westside Master Plan Pod R and a conditional use is requested to allow 'School, Academic' for Fulton Science Academy. The property is located at 8995 Westside Parkway and is legally described as being located in Land Lot 691, 1st District, 2nd Section, Fulton County, Georgia.
 - C. **MP-25-04/CLUP-25-02/Z-25-03/V-25-03 Empire Communities/Lifehope MP**
DEFERRED: This item has been deferred by the Applicant and will not be heard by the City Council during this meeting.
Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning, and variance to allow for 211 'For-Sale' townhomes on 26.57 acres. A master plan amendment is requested to the Lifehope/Siemens Master Plan to allow the proposed residential development. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) to R-8A (Dwelling, 'For-Sale', Attached Residential). Variances are requested to Unified Development Code (UDC) Subsection 2.2.9(D) to reduce minimum lot width, reduce minimum floor area, and increase building height; UDC Subsection 2.3.1(D) to allow retaining walls in building setbacks; UDC Subsection 2.5.4(B) to reduce minimum driveway width and allow required parking to be uncovered or unenclosed; UDC Subsection 3.2.8(B)(1) to reduce undisturbed buffers; UDC Subsection 3.2.8(D) to eliminate the landscape strip in certain areas along new local streets; UDC Subsection 3.5.2 to allow modifications to the City design standard for new local streets; and UDC Subsection 3.5.5(A) to allow sidewalks on only 1 side of the street. The property is located at 0 Old Milton Parkway and is legally described as being located in Land Lot 908, 1st District, 2nd Section, Fulton County, Georgia.

D. PH-25-03 Unified Development Code Text Amendments – Zoning Districts and Permitted Use Districts and Regulations

DEFERRED: This item has been deferred by the staff and will not be heard by the City Council during this meeting.

Consideration of text amendments to Section 2.1 Zoning Districts and Section 2.2 Permitted Use Districts and Regulations of Article II of the Unified Development Code to clean up zoning district titles and descriptions and to clarify that certain zoning districts are in accordance with a specific master plan.

7. NEW BUSINESS

A. Fiscal Year 2025 HVAC Replacements

Consideration of approval to award a HVAC Replacment to AComfort for an amount of \$65,816.00 for the removal of existing HVAC equipment, purchase of new HVAC equipment, and installation of the new HVAC Equipment at the Alpharetta Community Center and with authorization for the Mayor to execute all necessary documents.

B. Purchase Approval: Old Milton Parkway Widening Wetland and Stream Mitigation

Consideration of approval of the purchase of Wetland and Stream Mitigation Credits in association with the Old Milton Parkway Project in an amount currently estimated at \$407,250 and authorize the Mayor to execute all necessary documents.

C. Request for Proposal 25-110: Firefighter Turnout Gear

Consideration of approval of the award of a contract for RFP 25-110 to MES Safety Co., LLC for firefighter turnout gear and with authorization for the Mayor to execute all necessary documents.

D. Resolution: Adoption of the North Point Development Framework Plan

Consideration of adoption of a resolution to approve the North Point Development Framework Plan to be incorporated into the City's Horizon 2040 Comprehensive Plan.

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION

11. EXECUTIVE SESSION ITEMS TO BE VOTED UPON

A. Purchase Approval for Managed Security Agreement

Consideration of approval of a managed security agreement as discussed in the Executive Session on March 24, 2025.

12. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: March 24, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 3/3/2025)

Consideration of approval of the City Council meeting minutes from the meeting of March 3, 2025.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the March 3, 2025 City Council Meeting at 6:30 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on March 3, 2025 at 6:30 pm.

ALTERNATIVES:

Do not approve the City Council Meeting minutes as part of the Consent Agenda.

ATTACHMENTS:

1. CC Minutes 3.3.2025



City Council Meeting & Public Hearing

MARCH 3, 2025

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- Brian Will
- John Hipes
- Douglas J. DeRito

• Council Members Absent

- Fergal M. Brady

• Staff

- Chris Lagerbloom, City Administrator
- Melissa Tracy, City Attorney
- Lauren Shapiro, City Clerk
- Brooke Lappin, Director of Courts
- Charlie Jewell, Director of Economic Development
- Cris Randall, Director of Human Resources
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance

- Bret Schroeder, Code Enforcement Manager
- David Cureton, Information Systems Manager
- Deanna McKay, Public Communication & Engagement Coordinator
- Michael Woodman, Planning and Development Services Manager
- Suzanne Swain, Community Services Manager

3. PLEDGE TO THE FLAG

4. WORK SESSION ITEMS

A. North Point Development Framework Plan – Presentation by Starr Whitehouse

- Jacob Lange, with Starr Whitehouse, came forward to present the proposed North Point Development Framework Plan.
- The North Point Development Framework Plan is attached hereto as “Exhibit A.”

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 2/24/2025)

Consideration of approval of the City Council meeting minutes from the meeting of February 24, 2025

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the Consent Agenda
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

- City Attorney, Melissa Tracy, announced the Public Hearing Procedures.

B. Request For Proposals 25-10 Protest of Award: Applied Research Associates, Inc.

Consideration of an appeal of the Finance Director’s written decision of Applied Research Associates, Inc.’s Protest of Award under RFP 25-103.

- City Administrator, Chris Lagerbloom, introduced this item.
- Director of Finance, Tom Harris, came forward to present a history of this item and provided a copy of a December 30, 2024 letter to Applied Research Associates describing the denial of the protest, which is attached hereto as “Exhibit B.”
- Danny Seelos (attorney representing Applied Research Associates, Inc.) came forward to protest the award of RFP-25-103 and provided a packet of documents to the Mayor and Council, which is attached hereto as “Exhibit C.”

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to deny the appeal of the Finance Director's written decision of Applied Research Associates, Inc.'s Protest of Award under RFP 25-103.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

7. NEW BUSINESS

A. Task Order: Fiscal Year 2025 Stormwater Pipe Lining Services (Spincast)

Consideration of approval of a task order to Utility Asset Management, Inc. in the amount of \$564,687.50 for pipe lining services, under the City's On-Call Stormwater Pipe Lining Services contract and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The life expectancy for corrugated metal pipes (CMP) is approximately 25 years. Due to the age of much of the City's stormwater infrastructure, many of our pipes have met or exceeded their life expectancy and are in need of repair. City-maintained pipes and structures are inspected on a 5-year cycle.
- Pipe maintenance falls into two categories; full replacement and repairs in place. When pipes are in need of repair but are not to the point of complete failure or replacement, the City has a unique opportunity of extending pipe life expectancy through trenchless lining of the pipe. The trenchless system of lining pipes has been recognized as being the most efficient and cost-effective way of making repairs while minimizing the impact on our residents, roads, and parking lots.
- On March 15th, 2021, the City approved two 5-year pipe lining contracts, one with IPR Southeast and a second with Utility Asset Management (UAM). Each contract is for a specific variation of pipe lining. A contract was formally executed with Utility Asset Management, Inc. on August 18, 2021, for On Call Pipe Lining Services throughout the City of Alpharetta.
- UAM primarily handles pipes 36" in diameter and bigger, utilizing a centrifugal spin-cast application of cementitious materials. UAM, while selected based on multiple criteria for which cost was one factor, is the low-cost provider and the City's contract has insulated our operations from the large cost growth being experienced by many in this industry.
- The City currently has over 200 pipe lining work orders in the queue. Most of the pipes that have been identified meet the criteria necessary for repairs through the contract UAM. The award of this funding will provide for pipe lining throughout the City on some

of our most critical pipes. We anticipate that this funding will cover 1800 linear feet of pipe lining. The attached work order list identifies the pipes to be lined by UAM.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve a task order for the award of funds in an amount not to exceed \$564,687.90 to Utility Asset Management, Inc. for stormwater pipe lining through the City, pursuant to the August 18th, 2021 On-Call Storm Pipe Lining Services Contract by and between Utility Asset Management, Inc. and the City of Alpharetta, and authorize the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

B. Memorandum of Understanding: Gwinnett Technical College Police Department

Consideration of approval of a Memorandum of Understanding between The Technical College System of Georgia by and on behalf of Gwinnett Technical College and the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.

- Director of Public Safety, John Robison, came forward to present this item.
- This Memorandum of Understanding (MOU) establishes a framework for cooperation between Gwinnett Technical College and the City of Alpharetta, allowing them to provide mutual law enforcement assistance during emergencies or criminal cases, as per Georgia law (O.C.G.A. § 36-69).
- In the conditions of assistance, the responding party evaluates the request and decides on the resources (personnel, equipment) it can provide. The senior officer from the requesting party will still oversee operations. The personnel provided through this MOU will have the same legal rights, powers, and protections as they would within their jurisdiction. However, assistance is voluntary, and the responding party can recall aid at any time.
- This MOU shall continue until (a) 50 years from the date of commencement or (b) complete termination. Any party may terminate this MOU for convenience by giving the other parties no less than thirty (30) days' written notice.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve a Memorandum of Understanding between The Technical College System of Georgia by and on behalf of Gwinnett Technical College and the City authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

C. Agreement between the City of Alpharetta and ZKTeco for Union Hill Overflow Parking

Consideration of approval of an agreement between the City of Alpharetta and ZKTeco for parking during permitted events at Union Hill Park and with the authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- The covered arena at Union Hill Park has recently been upgraded to serve as the host for events and concerts. The limited parking at Union Hill Park hinders larger events from using the Park. Currently, there are 108 marked parking spaces at Union Hill Park.
- Staff worked with the adjoining business, ZKTeco, to develop an agreement for the use of ZKTeco's parking for events that take place on weekends. ZKTeco has 75 parking spaces that could be used during scheduled events at Union Hill Park.
- This agreement would be used during scheduled events that occur on Friday evenings, Saturdays or Sundays for permitted events only. This agreement would allow for a total of up to 500 people to be in attendance at an event.
- ZKTeco is not asking for any monetary compensation for this agreement. The City would ensure that the event organizers comply with the terms of the agreement.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve an agreement between the City of Alpharetta and ZKTeco for parking during permitted events at Union Hill Park and authorize the Mayor to execute all necessary documents.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0).

D. Premises Usage Agreement: Alpharetta First Methodist Church for 2025 Taste of Alpharetta Parking

Consideration of approval of a Premises Usage Agreement between the City of Alpharetta and Alpharetta First Methodist Church, Inc., permitting the use of the Cumming Street Parking Lot for the 2025 Taste of Alpharetta and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- As in years past, the City of Alpharetta is requesting a usage agreement for the Alpharetta First Methodist Church parking lot located at 69 North Main Street, Alpharetta, GA for the annual Taste of Alpharetta event on May 8th, 2025, from 1:00 p.m. to 11:00 p.m.

- Due to the attendance of this event, additional parking, beyond existing public parking, is required to accommodate the attendees of the event.
- There is no charge for the City to utilize this parking lot, unless additional clean up of the property is required, which will be billed at \$30.00 per hour.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve a Premises Usage Agreement between the City of Alpharetta and Alpharetta First Methodist Church, Inc., permitting the use of the Cumming Street Parking Lot for the 2025 Taste of Alpharetta and authorize the Mayor to execute all necessary documents.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0).

E. Invitation to Bid 25-007: Mayfield Road Property Demolition and Approval of Intergovernmental Agreement with the City of Milton

Consideration to award a contract for Invitation To Bid 25-007 to Eagle Demolition and Environmental for the Mayfield Road Property Demolition at an amount not to exceed \$110,109.00 and with authorization for the Mayor to execute all necessary documents, including the IGA with the City of Milton.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- In 2017, the City of Alpharetta and the City of Milton entered a joint venture to acquire property located on Mayfield Road with the intent to develop a shared park that would celebrate the rich heritage of both communities.
- The purchase of the properties located at 1470, 1480, and 1490 Mayfield Road was finalized on October 31, 2017, with each city contributing 50% of the negotiated price. Since then, the City of Alpharetta has taken the lead in overseeing the property, with the City of Milton reimbursing 50% of any incurred upkeep costs.
- While a consensus regarding the property's future development has yet to be reached, the structures have deteriorated and become a public nuisance. The three unoccupied houses, as well as twenty-two other structures, including barns and chicken coops, have been deemed unsafe and need to be demolished. Additionally, the site has attracted the homeless population, further compounding the public safety concerns.
- In fall 2023, a site meeting took place between staff from both cities to discuss the scope of work. It was unanimously decided to proceed with the demolition, with the City of Alpharetta taking the lead in procuring design plans and securing the necessary permits. These permits were finalized in the fall of 2024.

- The Department of Recreation, Parks, and Cultural Services, in collaboration with the Finance Department, prepared ITB 25-007, which was issued on December 5, 2024. The bid was advertised on the City's e-procurement platform (Bonfire) and the Georgia Procurement Registry, resulting in 966 vendor invitations. Proposals were received until January 23, 2025, with 13 firms submitting bids.
- The recommended vendor, Eagle Demolition and Environmental, has been selected following the evaluation of the submitted bids. Approval is sought for the award of this contract for the Mayfield Property demolition.
- Vendors provided pricing on the removal of all specified structures and items (to include asbestos removal) outlined in the bid invitation with the lowest being \$110,109.00. The City of Alpharetta has agreed to pay 50% of the cost of the project and the City of Milton has agreed to pay 50% of the cost of the project. To which, the City of Alpharetta's total cost will be \$55,054.50. These funds have been allocated in the current capital budget.
- This contract is dependent on the City of Milton obtaining approval to cover their 50% share of the demolition costs, as well as the IGA being approved and signed by the City of Milton's Mayor and Council.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award of a contract for Invitation To Bid 25-007 to Eagle Demolition and Environmental for the demolition of the Mayfield Road property in an amount not to exceed \$110,109.00 and authorize the Mayor to execute all necessary documents, including the IGA with the City of Milton.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

F. Resolution: Support of Brookside Multi-Use Trail and Funding Opportunities

Consideration of adoption of a Resolution in support of the application to pursue funding the Brookside Multi-Use Trail Project, directing the City Administrator to pursue partnerships, grant opportunities, and Federal Congressionally Directed Spending, and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Melissa Tracy, read the resolution title aloud.
- City Administrator, Chris Lagerbloom, came forward to present this item.
- On November 28, 2022, Mayor and City Council adopted Resolution 2160, which incorporated the Brookside Small Area Plan into the City's Horizon 2040 Comprehensive Plan.

- If adopted, this resolution would be incorporated into a future application for federal funding and/or grant applications, as a letter of support for the Brookside Multi-Use Trail Project.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt a Resolution Support of Brookside Multi-Use Trail and Funding Opportunities.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0).

8. PUBLIC COMMENT

- Anita Freidman (Westside Commons HOA) commented on traffic and security of their neighborhood during concerts at Ameris Bank Amphitheatre.

9. REPORTS

- Mayor Pro Tem Merkel reported that the Public Safety Foundation Chili Cook Off was this past Saturday, and it was a great event.
- Council Member Will reported that he recently attended the Cultivate Event at Innovation Academy (mock interview and business workshops) and was amazed by the students at this school. Additionally, he shared that Alpharetta Detective Brian Smith passed away and his funeral is tomorrow at 11:00 am at Alpharetta First United Methodist Church; he was well loved and served the city for 19 years.

10. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Mayor Pro Tem Merkel offered a motion to approve to recess to Executive Session.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin recessed the meeting at 7:56 p.m. for the purposes of real estate and litigation.
- ❖ Council Member Will offered a motion to approve to recess to Executive Session.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin reconvened the meeting at 8:04 p.m.

11. EXECUTIVE SESSION ITEMS TO BE VOTED UPON, IF NECESSARY

A. Option Agreement: 13450 Cogburn Road, Milton, Georgia

Consideration of approval and acceptance of an Option to Purchase Right of Way for land along 13450 Cogburn Road, Milton, Georgia for the Big Creek Greenway between the City of Milton and the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve and accept an Option to Purchase Right of Way for land along 13450 Cogburn Road, Milton, Georgia for the Big Creek Greenway between the City of Milton and the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

12. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin adjourned the meeting at 8:07 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



North Point Development Framework

Final Report
February 2025

Prepared for:

Department of Community Development

Lead Consultant:



Subconsultants:



The Vision

EXECUTIVE SUMMARY

This study endeavors to **create a green, walkable, and vibrant North Point District** over the next 30 years.

It **reorients the district towards Big Creek and the Greenway**, leveraging these important recreational and environmental resources as the centerpiece of North Point's future.

It incentivizes human-scale development, and **sets new standards for converting vehicular landscapes to fine-grained urban realms**.

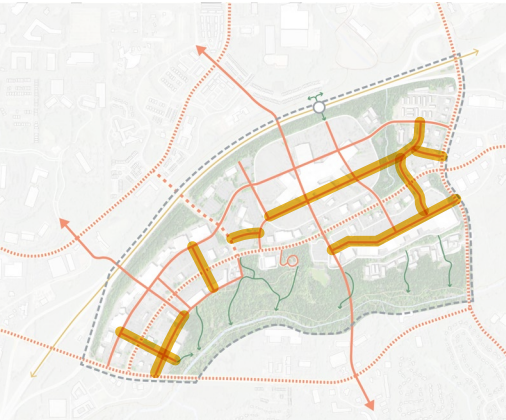
It **encourages private investment** by demonstrating what is possible, and **guides public policy** by outlining a road map for implementation.



Street Typologies

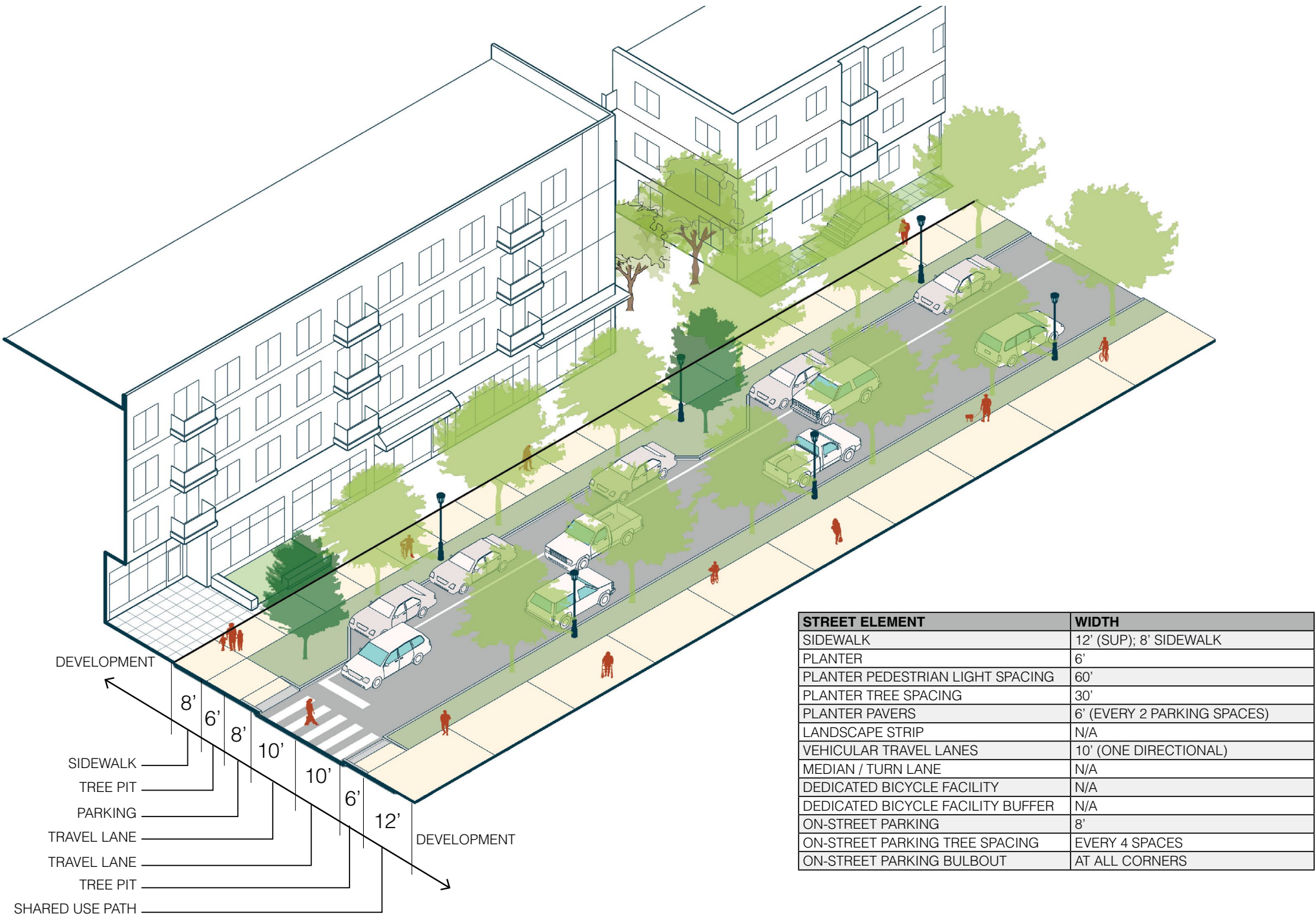
STREET NETWORK

Typical streets are 60 feet wide and serve as the primary street type within the district, designed to provide access to commercial, mixed-use, and residential areas. These streets are calm, neighborhood-oriented streets that are found throughout the district, offering a safe and convenient route for local traffic. Typical streets feature one lane of traffic in each direction, with on-street parking on one side. They are designed with canopy trees, pedestrian lighting, and sidewalks to enhance the pedestrian experience. Additionally, shared-use paths are included to support low-stress bicycling, making these streets accessible and comfortable for all users.



KEY PLAN

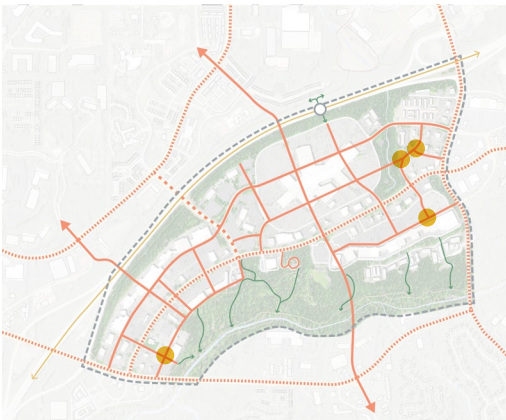
TYPICAL | 60' WIDTH



Intersection Typologies

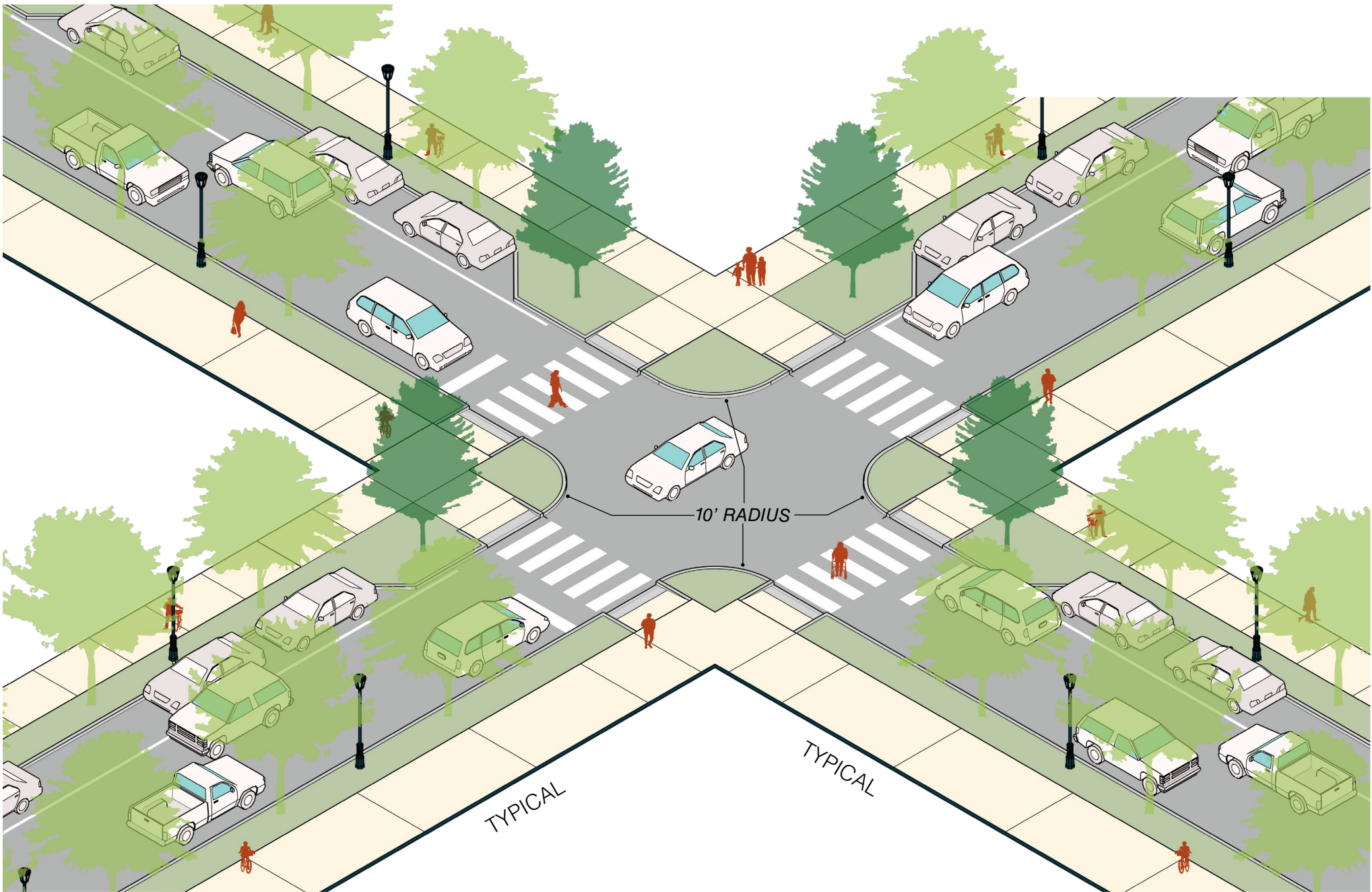
STREET NETWORK

The intersection of two typical streets is most appropriate in neighborhood-scale areas of the district, with a focus on accessibility for all users. A curb radius of 10 feet reinforces this street as a low-speed space for vehicles and enhances pedestrian safety at crossings. As with other street types, bulb-outs are placed at the corners to daylight the crosswalk, which are positioned behind the curb radii to provide more accessible crossings for people with disabilities.



KEY PLAN

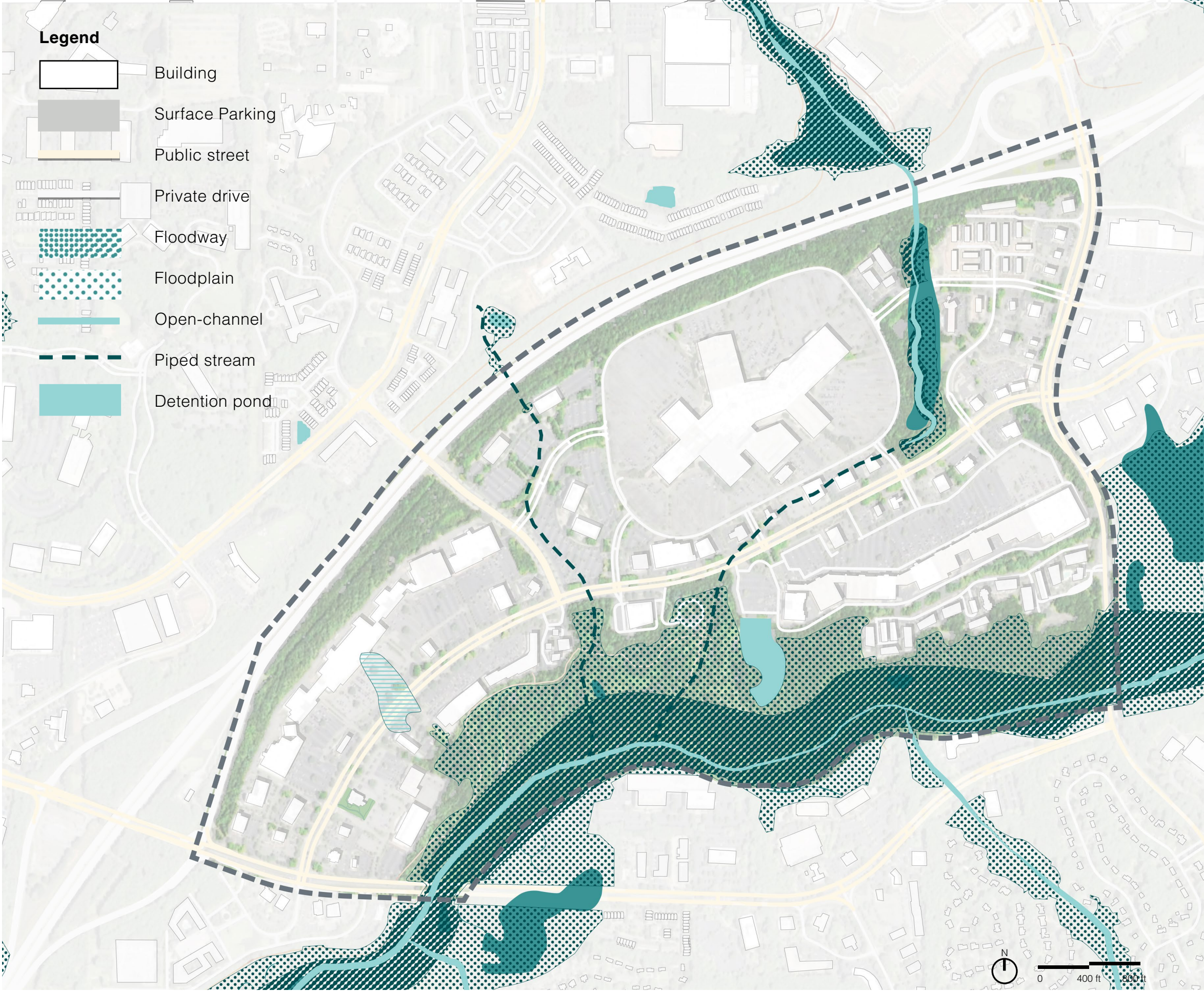
TYPICAL STREET INTERSECTION



Existing Conditions

OPEN SPACE NETWORK

Highlighting the historic drainage patterns across the district reveals an opportunity to provide public open space. The character of the Big Creek Greenway extends into the district's development zone with new park spaces. Reconnecting piped streams presents the opportunity for a dynamic open space and pedestrian connectivity.



Parks / Amenity Areas

OPEN SPACE NETWORK

A series of parks dot the district and provide enhanced open space programming to attract activity to the district, create new edge conditions that can catalyze redevelopment, and break-up the massive scale of the district with places for congregation and recreation.

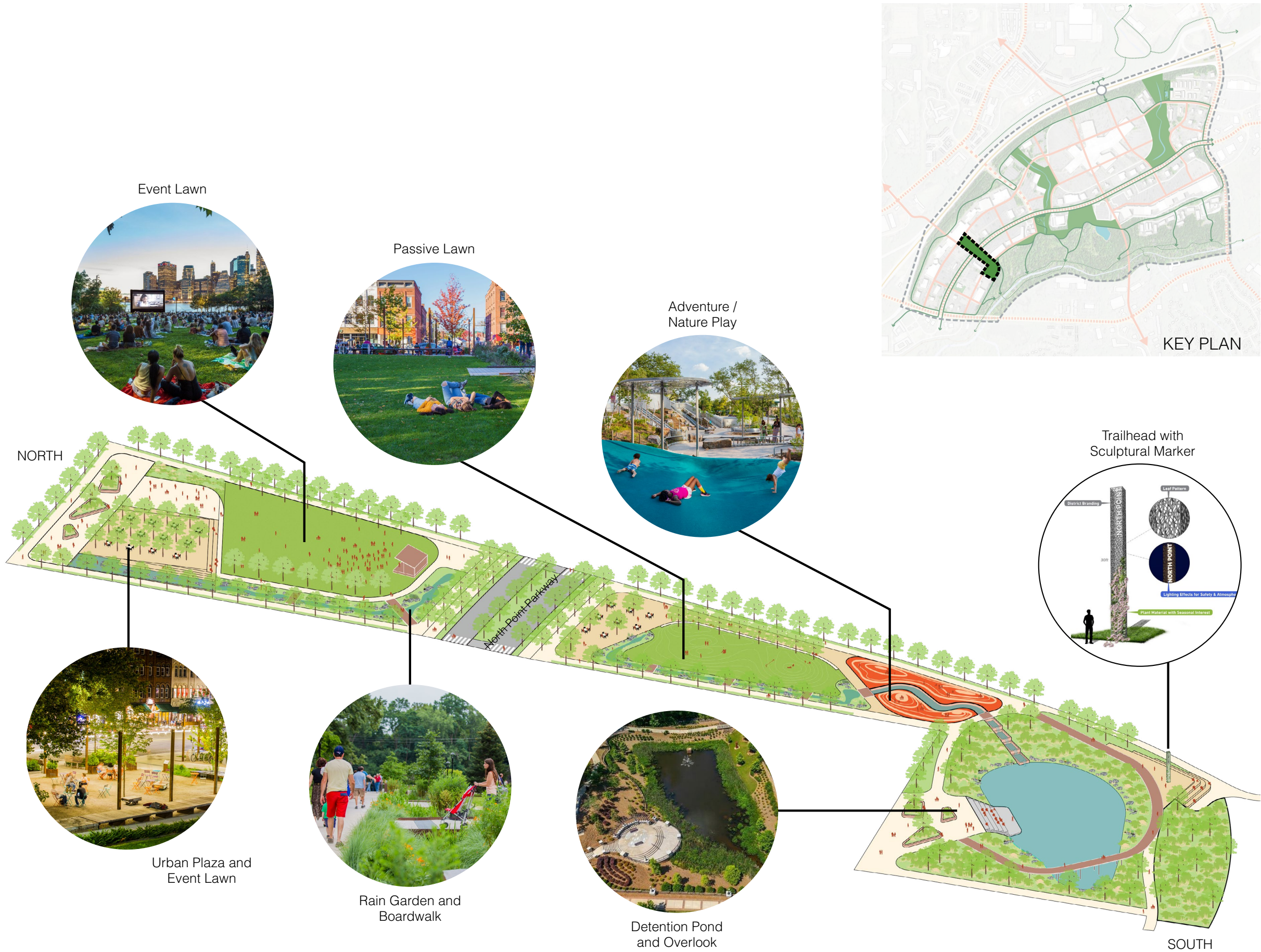
The result is a network of open spaces accessible within a 5 minute walk from any point in the district. The open spaces anchor sub-districts, or neighborhoods, upon which redevelopment will be catalyzed, providing more and better connections from the district to Big Creek.



Linear Park

OPEN SPACE NETWORK

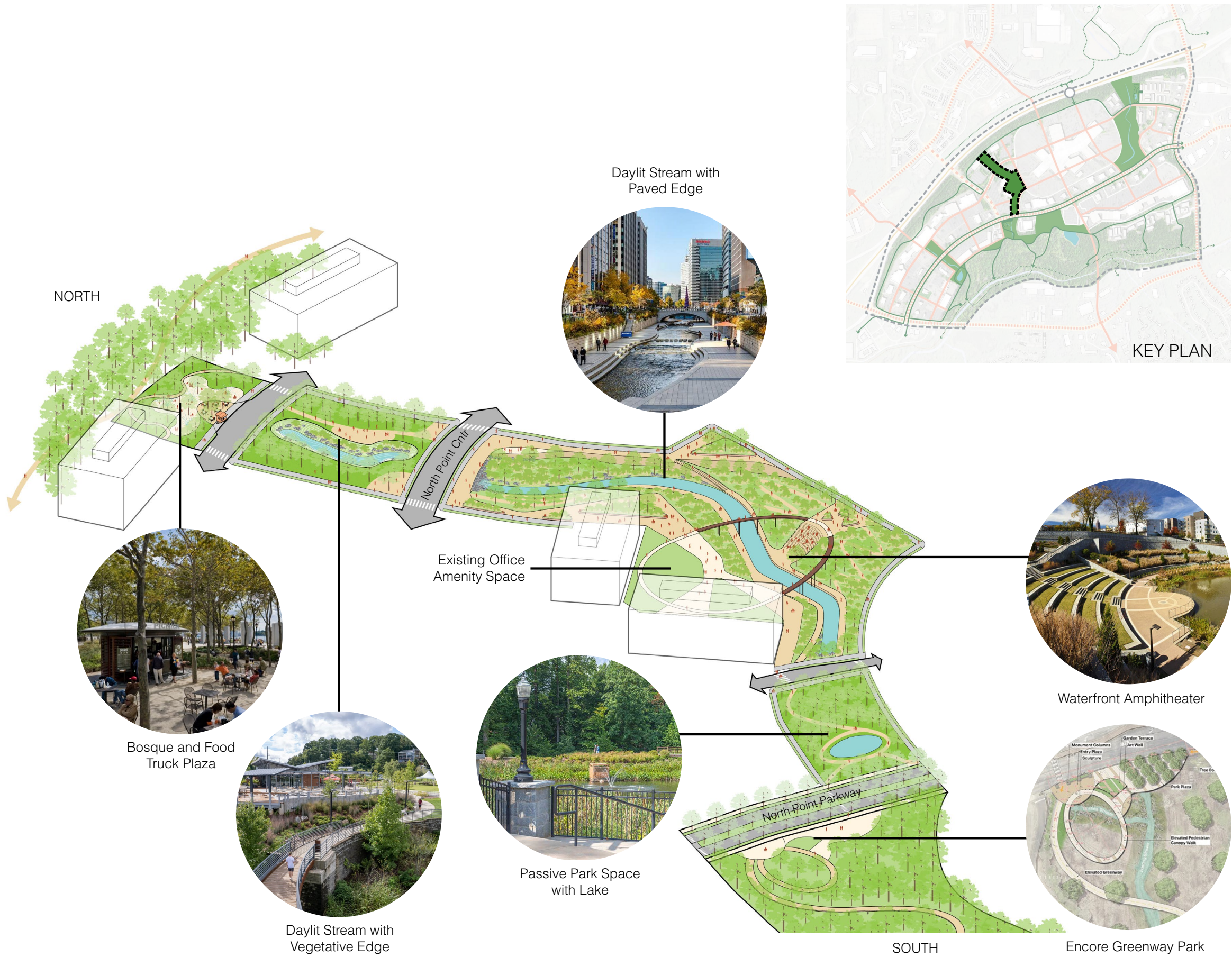
The linear park is designed to provide open space to the adjacent commercial, residential, and cultural uses. To the north facing the cultural anchor, an urban plaza, bosque, and large event lawn provides opportunity for social gatherings, concerts, and cultural events. Safe crossings at North Point Parkway connect visitors to the large passive lawn for lounge and play, and adventure playground for children. The park is lined with rain gardens, collecting and managing stormwater with native plantings. The stormwater filters through the gardens to a large detention basin, also collecting water from the surrounding impervious areas. The detention basin becomes a public feature, with an overlook and trail loop, connecting pedestrians to the larger Big Creek greenway system.



Tributary Park

OPEN SPACE NETWORK

The tributary park transforms a piped stream into an open space asset. The daylit stream flows down the center of the park, collecting into a detention pond at the south end. The stream edges are designed with both hard and soft solutions; paved areas where pedestrians can access the water's edge and steeper vegetated slopes where visitors remain on an elevated overlook. An amphitheater provides seating and views to the waterfront, while connecting to the existing office buildings and amenity space. A bosque and social space is proposed at the northern end of the park, providing space for food trucks and vendors. From the southern end of the park, pedestrians can cross safely over North Point Parkway and connect to the proposed Encore Greenway Park and the Big Creek Greenway.



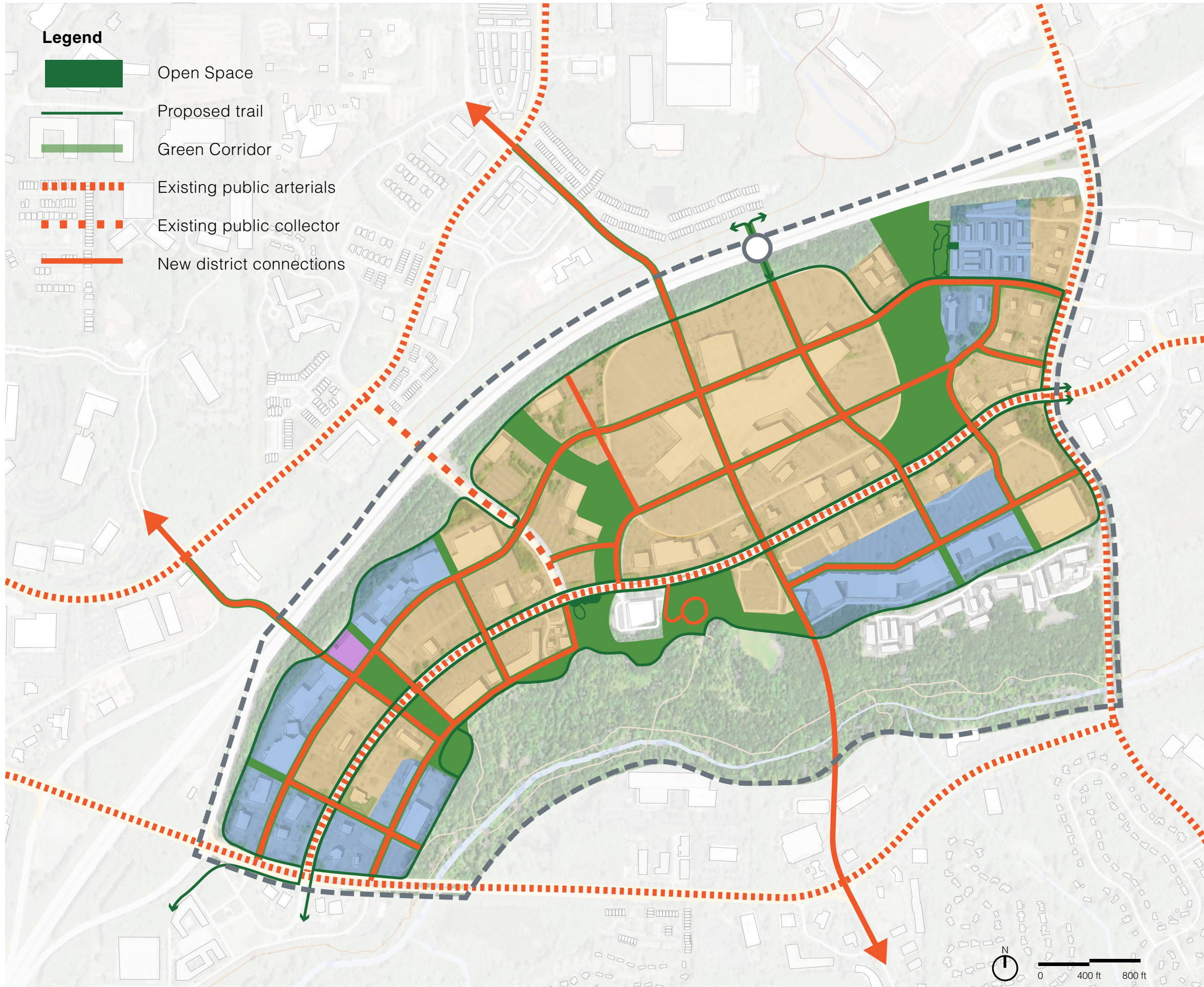
Character Areas

REDEVELOPMENT SCENARIOS

Two character areas were explored to test optimal building typologies and densities across the district. A prototypical block size was assigned to each character area. These block sizes were chosen based on site planning considerations and development feasibility. Each block type was used to explore a range of prototypical residential and commercial typologies, which informed two focus area studies explored later in the this framework plan.

In addition to the character areas, an opportunity for a Cultural/Institutional land use was identified.

- A** Mid-High Density Commercial/ Residential with catalyst open spaces
- B** Low-Mid Density Residential with Retail
- Cultural / Institutional
- Mall redevelopment by other - anchor campus



Character Area A: Typologies

REDEVELOPMENT SCENARIOS

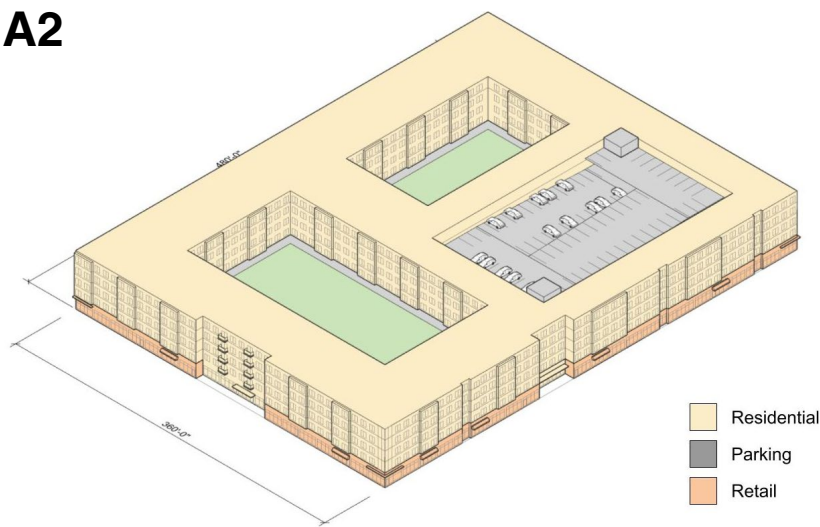
Block Type A can support various mixes of larger residential and commercial building typologies. Potential residential uses range from medium-scale residential buildings to larger wrap-around mixed-use buildings with upper-level residential units. The block size can also support larger office or lab buildings. Retail is integrated either at the ground level of mixed-use developments or as standalone street-facing buildings. Parking options tested include surface parking, parking podiums, wrap-around garages, and standalone parking structures.



- Building Typologies:
- 3 over 2 Mixed-Use Residential: 3 levels of residential with two-level podium with retail and parking
 - 3-story, 24-unit residential
 - Standalone retail center



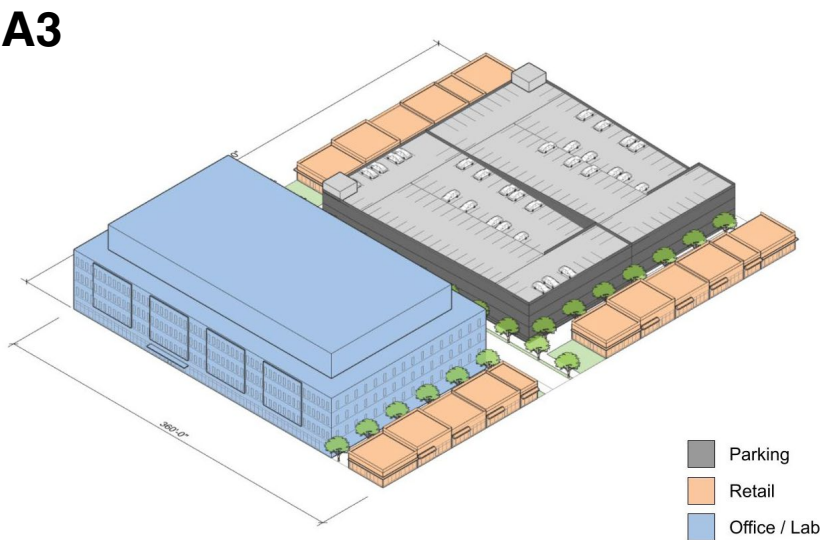
MEDIUM-SCALE MIXED-USE RESIDENTIAL DEVELOPEMENT PRECEDENT: ALPHARETTA LOFTS



- Building Typologies:
- Mixed-Use Residential with parking garage: 4 levels of residential, ground level retail and parking, and an additional 5-level parking garage.



WRAP-AROUND MIXED-USE RESIDENTIAL DEVELOPMENT PRECEDENT: VERANDA AVALON



- Building Typologies:
- 4-story office / laboratory
 - Standalone retail
 - Standalone 4-story parking garage



OFFICE/LABORATORY DEVELOPMENT PRECEDENT: DATA SCAN BUILDING, ALPHARETTA TOWN CENTER

Character Area B: Typologies

REDEVELOPMENT SCENARIOS

Block Type B is suitable for smaller-scale buildings and lower densities. Potential residential typologies include townhomes, walk-ups, and residential buildings. Retail uses can be incorporated within the ground-level spaces of walk-up buildings. Surface parking or smaller attached garages are the most viable parking configurations for these lower-density uses.



- Building Typologies:
- 3-story townhomes with attached garage



TOWNHOME DEVELOPMENT PRECEDENT:
ECCO PARK



- Building Typologies:
- 3-story townhomes with attached garage
 - 2-over-2 stacked townhomes / walk-ups
 - 2-over-1: 2 levels of residential over ground-level retail



2-OVER-2 STACKED TOWNHOME
DEVELOPMENT PRECEDENT: THE
HATHAWAY



- Building Typologies:
- 3-story, 24 unit residential
 - 2-over-2 stacked townhomes / walk-ups
 - 2-over-1: 2 levels of residential over ground-level retail



3-STORY CONDO DEVELOPMENT
PRECEDENT: 81 THOMPSON STREET

Mansell Crossing

REDEVELOPMENT TEST-FITS

The first study area encompasses a significant portion of Mansell Crossing, a strip shopping center that spans North Point Parkway, alongside several adjacent parcels including a hotel and North Point Village, a similar strip shopping center. This study area was selected to reconceptualize the area around the proposed Linear Park, spanning from the GA 400 trail on the north to the Big Creek Greenway on the south. The development test-fits explore how redevelopment might respond to the dynamic edge conditions of the Linear Park and reinforce the proposed cross-district connectivity concepts, while subsidizing future infrastructure improvements needed to realize the overall vision for the neighborhood.

The existing tenant spaces within Mansell Crossing are significantly set back from the North Point Parkway, separated by a large parking lot. With over six parking spaces provided per 1,000 sf of retail space, far exceeding the parking ratio required by zoning, there is an opportunity for both infill development on portions of the parking lot and broader redevelopment prospects.

EXISTING CONDITIONS



Mansell Crossing

REDEVELOPMENT TEST-FITS

The first phase of redevelopment focuses on the area near the northern half of Linear Park, a major open space amenity creating dynamic street edges to catalyze pedestrian-friendly developments. Redevelopment parcels are chosen to align with the open space and street connectivity network concepts while minimizing the impacts on remaining tenants from the perspectives of visibility and access.

A potential configuration features retail kiosks flanking Linear Park on the east and west sides, and a multi-story cultural anchor, such as a movie theater, capping the north side of the park. The parallel street a block north of North Point Parkway is lined with various retail typologies to extend the pedestrian shopping experience.

This retail hub is complemented by a mix of residential uses. Higher-density developments, such as 3-over-2 buildings, are envisioned on parcels abutting North Point Parkway and Linear Park, whereas smaller-scale townhomes and walk-ups are suitable further from North Point Parkway, along streets with less vehicular traffic.

Residential parking is integrated within the street blocks of the developments, either as surface parking lots or parking podiums. Retail visitor parking is centralized in a standalone parking structure located behind the cultural anchor.

Davis Drive, a key north-south roadway extension across GA 400, could be partially funded through these developments.

INCREMENTAL DEVELOPMENT PHASE 1

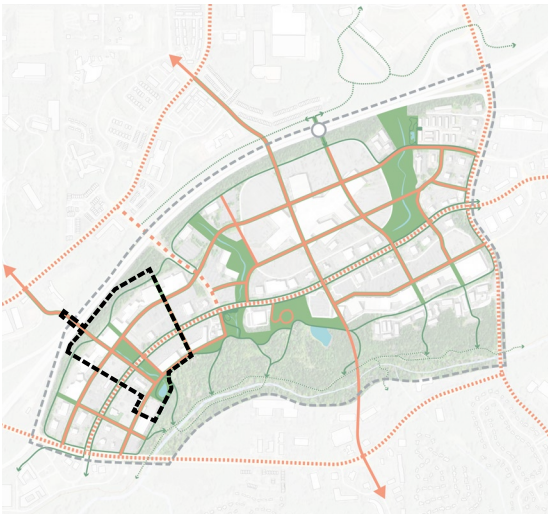


Mansell Crossing

REDEVELOPMENT TEST-FITS

The second phase of redevelopment completes the southern half of Linear Park, unlocking the development potential of the adjacent blocks on the east and west sides. Higher-density developments such as 3-over-2 and 4-over-2 buildings are suitable for these street blocks abutting North Point Parkway. The development scales and heights step down closer to the park, continuing the line of small retail kiosks along the park edges.

INCREMENTAL DEVELOPMENT PHASE 2



KEY PLAN

North Point Market Center

REDEVELOPMENT TEST-FITS

The second study area focuses on the western portion of North Point Market Center abutting Big Creek Greenway and the parcels across North Point Parkway from the strip shopping center. The test-fits similarly illustrate how phased redevelopment could integrate with the proposed open space concepts for Big Creek Greenway while shaping roadway connections through the North Point Mall site to the north and across Big Creek to the south.

Similar to Mansell Crossing, North Point Market Center is characterized by significant setbacks from the street. Tenant spaces are separated from North Point Parkway by a large parking lot, which provides over 6 spaces per 1,000 sf retail space. This presents opportunities for both infill development on portions of the parking lot and redevelopment.

EXISTING CONDITIONS



North Point Market Center

REDEVELOPMENT TEST-FITS

The first phase of incremental development focuses on redevelopment north of North Point Parkway and infill development within North Point Market Center.

The two parcels north of North Point Parkway provide high redevelopment potential, leveraging the improved streetscape of the Parkway as well as the catalytic anchor development planned within the North Point Mall site. These parcels can support developments of various scales depending on the sizes of the parcelized areas. A potential higher-density use is a wrap-around mixed-use development with residential units on the upper levels and a two-story podium, and a potential smaller-scale use is a standalone restaurant. These developments should be aligned to reinforce the Maxwell Road Extension concept to provide a key vehicular connection between North Point District and neighboring areas.

Within North Point Market Center, the first phase focuses on infill development that maintains access and visibility for existing tenants. Out parcels along North Point Parkway can support smaller-scale standalone retail shops and restaurants to reinforce the vision for a more walkable North Point Parkway and extend pedestrian-friendly frontages toward Big Creek Greenway.

INCREMENTAL DEVELOPMENT PHASE 1



North Point Market Center

REDEVELOPMENT TEST-FITS

The second phase of redevelopment completes the Maxwell Road Extension across Big Creek. This entails redeveloping the tenant spaces currently occupied by Dave and Buster's and Panera Bread, accommodating a denser mixed-use development with residential units on the upper levels, and parking and retail on the ground level.

The realignment of Maxwell Road provides opportunities for a more transformative open space amenity linking the new development with Big Creek Greenway. This quadrant of the study area can be further activated by adding rows of retail and restaurant uses to the street block facing the new open space.

INCREMENTAL DEVELOPMENT PHASE 2



Framework Plan

CONCLUSION

The North Point Development Framework Plan (pictured on the right) provides a long-term vision for the future of the North Point District.

A grid of proposed streets utilizing existing signalized intersections and parking lot access roads is overlaid across the district to create a series of “superblocks” that can be subdivided into walkable sub-districts as redevelopment occurs. Three of these connections extend beyond the district boundary to integrate with the regional transportation network, thereby increasing access into and out of the district.

A network of trails and parks are layered into the district. The trails leverage and expand upon the existing Big Creek Greenway to improve access to this important regional asset while interconnecting the district with an active transportation network. A series of dynamic park spaces anchor each of the sub-districts, revealing and repairing the pre-development character of the hydrologic systems and acting as catalysts for mixed-use development.

The remaining “white space” is left to the imagination of the private landowners and development community. To aid landowners and developers as they embark on redevelopment, this study offers a series of development typologies ranging from low-mid density residential to mid-density mixed-use and office. A series of phased test fits are included to show how each of the component parts might be integrated to redefine North Point as a green, walkable, mixed-use district that sets a new standard for converting vehicular landscapes to fine-grained urban realms.



EXHIBIT B



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

December 30, 2024

**VIA CERTIFIED MAIL AND
EMAIL**

Ruda Hirschfield Papera & Hoffman LLP
c/o Danny Seelos
5555 Glenridge Connector, Suite 800
Atlanta, Georgia 30342
dseelos@rhph.com

**Re: Applied Research Associates, Inc. Protest of Award
under RFP 25-103 and Request for Stay of the Subject
Procurement**

Dear Mr. Seelos:

On December 20, 2024, Applied Research Associates, Inc. (“ARA”) filed its Protest of Award under RFP 25-103 and Request for Stay with my office, the City’s Finance Department. Pursuant to the Procurement Policy for the City of Alpharetta, Georgia (“Procurement Policy”), any proposer who is aggrieved in connection with a Request for Proposals (“RFP”) may protest such procurement. However, Article III, Section N of the Procurement Policy provides that a protest “shall be submitted to the Finance Director within seven calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest.” As further explained below, ARA’s protest was not timely filed.

On November 20, 2024, the Notice of Award to Spencer Consulting Group, LLC (“Spencer”) was uploaded into the City’s Bonfire Procurement Portal, which the City uses to facilitate its formal procurement process. The City’s Bonfire Procurement Portal specifically provides project details, important events, supporting documentation, and award notices.

When the City receives a public records request under Georgia’s Open Records Act *O.C.G.A. § 50-18-70 et seq.*, the City is generally required to respond to the requestor within three (3) business days. However, *O.C.G.A. § 50-18-72(a)(10)* provides an exception to public disclosure for records that are related to “[p]ending, rejected, or deferred sealed bids or sealed proposals and detailed cost estimates related thereto

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

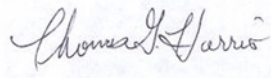
COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

until such time as the final award of the contract is made, the project is terminated or abandoned, or the agency in possession of the records takes a public vote regarding the sealed bid or sealed proposal, whichever comes first.” Therefore, the first date that ARA knew or should have known the facts giving rise to its protest was November 25, 2025 (i.e., 3 business days removed from the published Notice of Award). Pursuant to the Procurement Policy, ARA’s opportunity to protest the subject procurement expired seven (7) calendar days thereafter (i.e., December 2, 2024).

On December 9, 2024, nineteen (19) days removed from the Notice of Award, ARA submitted a public records request to the City. Notably, ARA’s records request came after the City executed the subject contract with Spencer. ARA’s protest was delivered seventeen (17) days after the protest period expired and is therefore untimely. Accordingly, the City rejects your demand to set aside the award to Spencer.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas G. Harris".

Thomas G. Harris, CPA
Director of Finance

Ce: Joshua Jones, Associate Attorney, Jarrard & Davis, LLP
Jeffrey Strickland, Partner, Jarrard & Davis, LLP
Molly Esswein, Partner, Jarrard & Davis, LLP
Lauren Shapiro, City Clerk

EXHIBIT C



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

December 30, 2024

**VIA CERTIFIED MAIL AND
EMAIL**

Ruda Hirschfield Papera & Hoffman LLP
c/o Danny Seelos
5555 Glenridge Connector, Suite 800
Atlanta, Georgia 30342
dseelos@rhph.com

**Re: Applied Research Associates, Inc. Protest of Award
under RFP 25-103 and Request for Stay of the Subject
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Dear Mr. Seelos:

On December 20, 2024, Applied Research Associates, Inc. ("ARA") filed its Protest of Award under RFP 25-103 and Request for Stay with my office, the City's Finance Department. Pursuant to the Procurement Policy for the City of Alpharetta, Georgia ("Procurement Policy"), any proposer who is aggrieved in connection with a Request for Proposals ("RFP") may protest such procurement. However, Article III, Section N of the Procurement Policy provides that a protest "shall be submitted to the Finance Director within seven calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest." As further explained below, ARA's protest was not timely filed.

On November 20, 2024, the Notice of Award to Spencer Consulting Group, LLC ("Spencer") was uploaded into the City's Bonfire Procurement Portal, which the City uses to facilitate its formal procurement process. The City's Bonfire Procurement Portal specifically provides project details, important events, supporting documentation, and award notices.

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MAYOR
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BRIAN WILL

CITY ADMINISTRATOR
CHRIS LAGERBLOOM



Ruda
Hirschfeld
Papera
& Hoffman

Danny Seelos

dseelos@rhph.com

404-467-2287

January 6, 2025

City Council for the City of Alpharetta
c/o Mr. Thomas G. Harris, Finance Director
2 Park Plaza
City Hall (2nd Floor)
Alpharetta, GA 30009

*****VIA HAND DELIVERY*****

**Re: Appeal of Rejection of Applied Research Associates, Inc. Protest of Award
under RFP 25-103 and Request for Stay of the Subject Procurement**

APPEAL OF DECISION AND REQUEST FOR STAY

Dear Mr. Harris:

As you know, this law firm represents Applied Research Associates, Inc. ("ARA") with regards to its Protest of Award under RFP 25-103 delivered to the City of Alpharetta (the "City") on December 20, 2024 (the "Protest"), and we are writing to writing to appeal the rejection of ARA's Protest communicated in your letter dated December 30, 2024 (the "Rejection"). Under the Procurement Policy for the City of Alpharetta, Georgia (the "Procurement Policy"), "[t]he Finance Director's decision may be appealed in writing to City Council within seven calendar days after the date of the Finance Director's written decision."¹ Accordingly, this appeal is timely because it is being filed today, and is, therefore, filed within seven calendar days after the Finance Director's written decision.

¹ Previously submitted as Exhibit B attached to the Protest, at Article III, Section N, incorporated herein.

According to the Rejection, ARA's Protest was denied as untimely because ARA "knew or should have known the facts giving rise to its protest was November 25, 2024", three days after the date the Notice of Award to Spencer Consulting Group, LLC ("Notice of Award") was uploaded to the City's Bonfire Procurement Portal ("Bonfire")², as that date was the very earliest ARA could possibly obtain relevant procurement documents via an Open Records Act request made the same day the Notice of Appeal was posted to Bonfire. However, as explained in more detail below, nothing in the procurement materials provided to the RFP offerors or on the Bonfire site itself indicated that award announcements for the RFP would be made solely through Bonfire, much less that RFP offerors had to check Bonfire daily for award announcements or otherwise go without news of them. Nor is there any requirement in the Procurement Policy or elsewhere that an unsuccessful RFP offeror submit an Open Records Act request the same day a notice of award is posted to Bonfire or even the same day the offeror learns it is not the awardee. Imposing these new, unsupported requirements to determine the timeliness of ARA's protest filing is manifestly unreasonable and inconsistent with fundamental due process.

Here, ARA requested additional information immediately upon learning of the Notice of Award, and then ARA filed its Protest within the required seven business days of learning "the facts giving rise to its protest." Those facts, which the Procurement Policy requires to be included in any protest, were not and could not be known to ARA until December 13, 2024, when ARA received the proposals from the other RFP offerors in response to ARA's Open Records Act request. Thus, ARA's Protest submitted on December 20, 2024, was timely filed. For this reason, ARA respectfully requests the City reverse the rejection of ARA's Protest, stay this Procurement pending this appeal as required by the Procurement Policy, and consider ARA's Protest on the merits, as detailed there.

FACTS³

Because it had not heard from the City regarding the award, ARA emailed Ms. Beth Rucker on December 6, 2024, asking for an update on the status of the RFP.⁴ Ms. Rucker responded on

² While the Rejection claims the date was November 25, 2025, ARA understands this to be a typo and has updated the date to reflect 2024.

³ ARA incorporates herein the facts from its Protest dated December 20, 2024, and does not repeat them herein.

⁴ ARA email attached hereto as Exhibit K. Notably, Ms. Rucker did not mention the contract was awarded on November 20, 2024.

December 9, 2024, notifying ARA that Spencer Consulting Group, LLC ("Spencer") had won and attaching the Scoring Summary to her response.⁵ ARA then filed its Open Records Request that same day, December 9, 2024, requesting the bid proposals of the two higher-rated contractors, Spencer and BYE UAS Inc., d/b/a Silent Falcon UAS Technologies ("Silent Falcon").

The City responded to that request by providing ARA with the bid proposals from Spencer and Silent Falcon (the "Proposals") on December 13, 2024.⁶ ARA then timely filed its Protest on December 20, 2024, seven calendar days after it received the Proposals—which is the only way ARA knew or should have known of the facts giving rise to its Protest.⁷ Nevertheless, the City issued its Rejection of ARA's Protest on December 30, 2024, solely on the basis of the Protest's timeliness.

DISCUSSION

The Procurement Manual states a protest must be filed "within seven calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest."⁸ In the Rejection, the City argues that ARA knew or should have known of the facts giving rise to its Protest on November 25, 2024, because that was three business days from the Notice of Award being uploaded to Bonfire.⁹ However, the City's argument attempts to impose a number of burdens on ARA that have no basis in the available documentation or communications between the parties, including that: (i) ARA was required to check Bonfire daily for an award announcement; (ii) ARA must have seen the award announcement on the first day it was posted on Bonfire; and (iii) ARA was required to submit an Open Records Act request the same day it saw the award posting. According to the City, had ARA met these new requirements, the City would have timely complied with the Open Records Act and provided the relevant information within three business days, on November 25, 2024. These three newly imposed requirements and the City's false assumption of its timely

⁵ Previously submitted as Exhibit H attached to the Protest, incorporated herein.

⁶ It is unclear why the City took four business days to respond instead of the required three, but this delay undercuts the City's claim that ARA should have known the relevant facts within three business days of the initial notice of award.

⁷ Exhibit B attached to the Protest, at Article III, Section N.2.

⁸ *Id.* (emphasis added).

⁹ Rejection at 2.

compliance with the Open Records Act do not, however, provide a reasonable basis for determining the timeliness of ARA's protest.

Nothing in the RFP, in the Procurement Policy, or on the City's procurement webpage requires offerors to check for procurement results daily after submitting a proposal. Nevertheless, the Rejection attempts to justify the rejection of ARA's Protest by claiming the City uses Bonfire to provide "project details, important events, supporting documentation, and award notices."¹⁰ However, how the City uses Bonfire is not particularly relevant. Instead, the reasonableness of City's current position depends on what it told ARA and other offerors about how Bonfire would be used.

Unfortunately, the City never communicated this new purported requirement that the offerors for the RFP monitor Bonfire and that the date of posting to Bonfire would be the date used to determine timeliness of any protests. Instead, the RFP merely says that Bonfire will be used to provide documents, upload submission documents, and for contractors to submit questions or comments.¹¹ The RFP does not, however, indicate that Bonfire will be used for award notices, and the RFP does not otherwise explain how the award notice will be communicated.¹² Additionally, the Procurement Policy does not mention Bonfire at all, and the City's procurement webpage merely notes that the status of Purchasing Opportunities can be accessed through Bonfire.¹³ This is a far cry from requiring offerors to log onto Bonfire every day for updates.

Under Georgia law, "[a] fundamental requirement of due process in any proceeding which is to be accorded finality is notice that is reasonably calculated to inform interested parties of an impending hearing and afford them an opportunity to present their objections." *Threatt v. Threatt*, 860 S.E.2d 883, 885 (Ga. Ct. App. 2021). Because offerors for the RFP were nowhere told award announcements would only be made via Bonfire, an after-the-fact requirement that they check Bonfire on a daily basis for such announcements is unreasonable and cannot provide the basis for determining protest timeliness. Furthermore, without a requirement to check Bonfire daily, any attempt to provide notice via Bonfire is not reasonably calculated to inform interested parties such as ARA, and the notion

¹⁰ Rejection at 1.

¹¹ Previously submitted as Exhibit A attached to the Protest, at 1, 5, incorporated herein.

¹² *Id.*

¹³ Procurement Information, *City of Alpharetta*, located at <https://www.alpharetta.ga.us/government/departments/finance/procurement-information> (last visited Jan. 2, 2025).

that ARA should have known about the award on the first day it was posted is similarly unreasonable and certainly does not foreclose ARA's reasonable belief that the City would communicate directly with all offerors concerning the award notice.

Furthermore, there is no requirement that an unsuccessful offeror immediately submit an Open Records Act request seeking procurement-related documents from the City upon learning of the award decision. The City's post hoc imposition of one here to define the "should have known" time as three days after award notice is manifestly unreasonable.

The City's argument essentially boils down to its contention that ARA should have known to check Bonfire every day for the award notice because the City would not communicate it in any other way. According to the City, a protest can only be timely if the protester learns of the award on the first day it is posted on Bonfire and then immediately submits an Open Records Act request, timely receives the documents sought, and then files the protest within seven days of such receipt. In other words, the City's decision essentially rewrites its own Procurement Policy. Instead of providing protests are due "within seven calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest,"¹⁴ the City's version would make protests due "within seven calendar days of the third business day after the posting of the award notice on Bonfire." If the latter time period accurately defines the protest deadline, the Procurement Policy should clearly say so. It does not.

ARA respectfully submits that the City's position is unreasonable given the facts and circumstances here. In the absence of clear direction to the contrary from the City in its RFP, Procurement Policy, and procurement webpage, it was entirely reasonable for ARA to wait for award notification communicated directly by the City and, upon receiving none within a reasonable amount of time, to reach out to the City directly to ask about the award. That is precisely what happened here. Upon learning of the award decision, ARA immediately sought relevant procurement records from the City. ARA then timely filed its Protest within seven days of its receipt of those records, which for the first time provided the facts giving rise to its Protest by making clear the City's deviation from the RFP by failing to disqualify Spencer and Silent Falcon's proposals. There is, therefore, simply no reasonable basis for the City to reject ARA's Protest in this matter due to a lack of timeliness.

¹⁴ Exhibit B attached to the Protest at Article III, Section N.2.

T. Harris/RFP 25-103
January 6, 2025
Page 6

In addition, in the Rejection the City has denied ARA's request that the City stay this Procurement. However, the Procurement Policy states that upon protest, a procurement "*shall* be stayed until a final decision by the Finance Director (or City Council, if *appealed*)."¹⁵ As detailed above, ARA's Protest was timely, and a stay of this Procurement should have been imposed upon the filing of that Protest. Regardless, this appeal is being timely submitted within seven calendar days of the Rejection communicated in the December 30, 2024, written decision, and, therefore, the City *must* issue a stay pending the outcome of this appeal.¹⁶

CONCLUSION

For all the foregoing reasons, the City should issue a stay of the Procurement pending this appeal, reverse its decision to reject ARA's Protest as untimely, consider ARA's Protest on the merits, disqualify both Spencer's and Silent Falcon's proposals for failing to address material aspects of the RFP, cancel the contract award to Spencer, and award the contract instead to ARA, the remaining eligible offeror whose proposal offers the best value under the RFP requirements and evaluation criteria.

Respectfully Yours,



Danny Seelos

DTS/dts
Enclosures

Ce: Ms. Beth Rucker/City of Alpharetta (to BRucker@alpharetta.ga.us)
Mayor Jim Gilvin/City of Alpharetta (to jgilvin@alpharetta.ga.us)
Councilman Donald Mitchell/City of Alpharetta (to dmitchell@alpharetta.ga.us)
Councilman Brian Will/City of Alpharetta (to bwill@alpharetta.ga.us)
Councilman Douglas J. DeRito/City of Alpharetta (to dderito@alpharetta.ga.us)
Councilman John Hipes/City of Alpharetta (to jhipes@alpharetta.ga.us)

¹⁵ Exhibit B attached to the Protest at Article III, Section N.3. (emphasis added).

¹⁶ *Id.*

T. Harris/RFP 25-103

January 6, 2025

Page 7

Councilman Fergal M. Brady/City of Alpharetta (to fbrady@alpharetta.ga.us)

Councilman Dan Merkel/City of Alpharetta (to dmerkel@alpharetta.ga.us)

Eric Whytsell/Stinson (to eric.whytself@stinson.com)

Bailey McGowan/Stinson (to bailey.mcgowan@stinson.com)

Joel Arogeti/RHPH (to jarogeti@rhphllp.com)

Exhibit K

From: Rucker, Beth <BRucker@alpharetta.ga.us>
Sent: Monday, December 9, 2024 10:25 AM
To: Gary Brennan <gbrennan@ara.com>
Cc: Salil Gokhale <sgokhale@ara.com>; Jennifer Mitchaner <jmitchaner@ara.com>
Subject: RE: RFP Number: 25-103 - PAVEMENT ANALYSIS

Hi Gary,

Due to cost being lower than expected, the highest scoring firm was awarded a PO for year 1 and year 3 from the scope of work. I have attached the scoring sheet for your review.

Thank you,

Beth Rucker, CPPB
Budget & Procurement Coordinator
City of Alpharetta
Finance Department
2 Park Plaza
City Hall (2nd Floor) | Alpharetta GA, 30009
o: (678) 297-6058 f: (678) 297-6063



From: Gary Brennan <gbrennan@ara.com>
Sent: Friday, December 6, 2024 3:27 PM
To: Purchasing <Purchasing@alpharetta.ga.us>
Cc: Salil Gokhale <sgokhale@ara.com>; Jennifer Mitchaner <jmitchaner@ara.com>
Subject: RFP Number: 25-103 - PAVEMENT ANALYSIS

Mrs. Rucker,

Would it be possible to receive an update on the status of the referenced City of Alpharetta solicitation?

Thank you in advance for your assistance.

Sincerely,

Gary W. Brennan

Staff Proposal Analyst



Applied Research Associates, Inc.
Transportation and Infrastructure Sector
100 Trade Centre Drive, Suite 200
Champaign, IL 61820-7233
T: 217.356.4500 | F: 217.356.3088

www.ara.com



Procurement Policy

for the

City of Alpharetta, GA



Financial Management Policy

Adopted Date: November 3, 2014

Effective Date: January 1, 2015

I. INTRODUCTION

I. Introduction

A. Purpose

The purpose of this Policy is to state the City of Alpharetta's (City's) position, regarding procurement responsibility and authority. This Policy clarifies the procurement function and outlines procedures, as well as describes departmental relationships, responsibilities, and participation in the procurement cycle.

B. Objectives

1. To provide a uniform system for procurement;
2. To ensure a system of quality and integrity in procurement;
3. To simplify, clarify, and modernize methods for governing procurement, encouraging advance planning, reducing small purchases and/or emergency purchases, and reducing paperwork where feasible;
4. To maximize open and fair competition, assuring the best value is received for the tax dollars expended;
5. To obtain the best value for the usage of public funds, taking into consideration such factors as, but not limited to, product safety, environmental impact, total cost of ownership, product performance, compatibility issues, and availability of goods/services;
6. To encourage the use of environmentally preferable and economically sustainable goods and services to reduce the City's environmental impact;
7. To enhance public confidence in the City's procurement;
8. To promote the fair and ethical treatment of all suppliers of goods/services; and
9. To encourage active participation by local businesses.

C. Ethics in Procurement

To maintain the public trust, each person involved in the procurement process must adhere to the highest standard of ethics and avoid any appearance that their actions are motivated by private or personal interest. Actions such as the acceptance of gratuities or kickback are expressly prohibited. Unethical actions by employees or vendors will not be tolerated. As a guideline for the City's procurement activities, the National Institute of Governmental Purchasing (NIGP) Code of Ethics and NIGP's Guidelines to the Code of Ethics is included in the Appendix.

I. INTRODUCTION

performed as part of an energy savings performance contract.

14. *Request for Proposal (RFP)*: A method of formal solicitation requesting prospective vendors to submit sealed proposals. The award is made to the responsive and responsible vendor whose proposal is determined to provide the best value to the City based on evaluation criteria provided in the solicitation document (cost is not the primary criteria). When applicable, the RFP should be structured to include best value principles (e.g. total cost of ownership).
15. *Responsible vendor*: A vendor who has the capability in all respects to fully perform the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
16. *Responsive vendor*: A vendor who has submitted an ITB/RFP (or any derivation thereof) which conforms in all material respects with all requirements, specifications, terms, and conditions contained therein.
17. *Services*: Intangible commodities purchased by the City to assist in the delivery of goods/services to our customers.
18. *Single source*: A vendor which demonstrates the unique knowledge, skills, and/or performance required to ensure successful consultation, implementation, installation, maintenance, etc. of a requested good/service which is an integral component of the City's existing infrastructure, equipment, and/or operations.
19. *Sole source*: Only one vendor possesses the unique and singularly available capability to provide the goods/services.
20. *User department/division*: The department which has the authority and responsibility for determining the need of goods/services, their related specifications, delivery dates, etc. The user department is responsible for ensuring their procurement is consistent with, and in support of, their budget prior to committing funds.

E. Application of Federal and State Law

It is intended that this Policy shall conform to all applicable provisions of the laws of the United States and State of Georgia, and the provisions hereof shall be so construed wherever possible. In the event any portion of this Policy shall be declared invalid for its failure to conform to state or federal law, such invalidity shall not affect the remaining portions hereof. Notwithstanding any other provision of this Policy, the City may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this Policy if necessary or convenient to receiving funds from the government of the United States, State of Georgia, or other governmental/public entities.

I. INTRODUCTION

F. Equal Opportunity

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

G. Public Access to Procurement Information

Interested persons shall have access to information regarding City procurement transactions in accordance with City policy and the Georgia Open Records Act, O.C.G.A. §50-18-70, *et seq.*

H. Unauthorized Purchases

No purchases of materials, supplies, equipment, or services shall be made in the name of the City or one of its departments, except such as required for official use by the City or one its departments. Purchases in the name of the City or a department for a personal use by an individual or for any purpose other than official use are prohibited, and no City funds will be expended or advanced therefore.

III. COMPETITIVE PROCUREMENT

- k. *Selection of proposer with whom to negotiate.* The user department director and the Procurement Official, after considering the recommendation of the evaluation committee, if applicable, shall select the proposal that is determined to provide the best value to the City. Such selection shall be based on the content of the proposal along with the following criteria:
 - i. The proposer's capacity to perform in terms of facilities, personnel, and financial viability;
 - ii. The skill, experience, performance, and reliability demonstrated by the proposer in performing contracts of a similar nature;
 - iii. The adherence to the scope of work/specifications; and
 - iv. The content of the proposal.
- l. *Contract negotiations.* Upon recommendation of the Procurement Official, user department director, and evaluation committee (if applicable), contract negotiations shall commence with the proposer. If fair and reasonable compensation, contract requirements, and contract documents can be agreed upon, the user department will prepare an agenda item and make a presentation to the City Council to obtain approval for contract award.

If contract terms cannot be agreed upon, the Procurement Official shall advise the proposer in writing of the termination of negotiations. After termination, negotiations may be conducted with such other proposer determined to be in the City's best interest (the "alternate proposer"). If contract terms can be agreed upon with the alternate proposer, the user department will prepare an agenda item and make a presentation to the City Council to obtain approval for contract award.
- m. *Notice of selection.* The Procurement Official shall notify the selected proposer in writing of their contract award under the RFP.
- n. *Rejection of proposals.* The Procurement Official may terminate/reject any and all proposals if it is in the best interest of the City to do so and allowable by law.
- o. *Disqualification of proposals.* The following types of proposals shall be disqualified for consideration:
 - i. The proposal arrives after the set time of submittal; and
 - ii. The proposal is incomplete in any material aspect as determined by the Procurement Official (e.g. found non-responsive).
- p. *Waiver of irregularities.* The Procurement Official shall have the authority to waive all nonmaterial irregularities on any and all proposals except timeliness and signature requirements. Nonmaterial irregularities are those irregularities which do not affect price and/or competition.

III. COMPETITIVE PROCUREMENT

N. Protests

1. *Right to protest.* Any bidder or proposer who is aggrieved in connection with an ITB/RFP or other solicitation may protest such procurement.
2. *Procedure.* A protest must be made in writing and shall state the reason for the protest. It shall be submitted to the Finance Director within seven calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest. The Finance Director shall review the protest and issue a written decision as soon as practical after such a review is completed. The Finance Director's decision may be appealed in writing to City Council within seven calendar days after the date of the Finance Director's written decision. The decision of the City Council shall be final.
3. *Stay of procurement during protest.* Procurement which is the subject of a timely protest shall be stayed until a final decision by the Finance Director (or City Council, if appealed). The Procurement Official shall not proceed further with the ITB/RFP or other procurement solicitation which is the subject of the protest until all administrative remedies have been exhausted and a final decision has been rendered. If the Mayor makes a written determination that the execution of a contract without delay is necessary to protect substantial interests of the City, this provision shall not apply to the procurement which is the subject of the protest.

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-103

RFP Title: PAVEMENT ANALYSIS

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP **September 5, 2024**, and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

No person or company, their employees, representatives, agents, attorneys, etc. will contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Beth Rucker is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Beth Rucker can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Beth Rucker, Procurement Agent

3. Please Note: To all current and previous City of Alpharetta vendors, contractors, and consultants.

Regardless of any previous relationship with our City, you must build out your proposal as requested in this RFP.

Do not neglect to provide requested information or details requested simply because you expect that we already know your work.

Your response to this procurement will be reviewed and evaluated solely on the information provided in your response.

4. RFP Schedule of Events

A. **Proposal Close Date, Deadline for Submissions: October 3, 2024, at 10:00am.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.

B. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>

C. This project web page has the important dates and all project documents for this RFP.

D. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.

- N. The City currently uses ArcMap Pro and Cityworks 15.8.3.
- O. The City reserves the right limit to reduce the scope of the total project if costs exceed the City's budgeted funds for this project.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A, B, C's.
 - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
 - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company.
- Name of Project – Same as RFP title.
- Date, City, and State – when and where this form was signed.
- Signature of Authorized Officer or Agent – to be signed.
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal.

- ❖ *E-Verify side note:* Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- ❖ State of Georgia law requires that we have this completed form before we can review a bid or bid.
- ❖ A form with errors doesn't fulfill this requirement.
- ❖ Top mistakes include:
 - Wrong number or missing information.
 - Not notarized.
 - Not signed.
 - Wrong form returned.

6. Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

You will fill out the questionnaire provided.

Questionnaire response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.



- **Corporate secretary** for contract execution in DocuSign: Name, business title, **email address**, Response Type: Response Type: text entry.
- **Legal notices contact** needed for contracting: Business name and **mailing address**, contact name, Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Acknowledge Addenda, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Acknowledge Insurance Requirement, Response Type: Yes, No entry.

Procurement Portal

City of Alpharetta, Georgia



Open Public Opportunities

Past Public Opportunities

Search

Status	Ref. #	Project	Close Date	
OPEN	25-1005	Alpharetta Park Improvements	Mar 6th 2025, 10:00 AM EST	3 View Opportunity
OPEN	25-111	MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) INSPECTIONS	Mar 7th 2025, 10:00 AM EST	4 View Opportunity
OPEN	25-011	North Park Pond and Forebay Clearing and Dredging	Mar 13th 2025, 10:00 AM EDT	10 View Opportunity
OPEN	25-010	Mayfield-Bethany Roundabout Drainage	Mar 27th 2025, 10:00 AM EDT	24 View Opportunity
OPEN	25-112	ON-CALL STORM PIPE CLEANING	Mar 27th 2025, 10:00 AM EDT	24 View Opportunity

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Procurement Portal

City of Alpharetta, Georgia



Open Public Opportunities

Past Public Opportunities

Search

Status	Ref. #	Project		
CLOSED	25-107	Equestrian Ring Footing and Underdrain Construction & Maintenance	Feb 20th 2025, 10:00 AM EST	View Opportunity
CLOSED	25-113	Football Youth Athletic Association	Feb 20th 2025, 10:00 AM EST	View Opportunity
CLOSED	25-1001	Disaster Recovery Services	Feb 6th 2025, 10:00 AM EST	View Opportunity
CLOSED	25-007	Mayfield Property Demolition	Jan 23rd 2025, 2:00 PM EST	View Opportunity
CLOSED	25-110	Firefighter Structural Turnout Gear	Jan 16th 2025, 10:00 AM EST	View Opportunity
AWARDED	25-105	Parks Wayfinding and General Signage	Nov 21st 2024, 10:00 AM EST	View Opportunity
AWARDED	25-109	On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles	Nov 14th 2024, 10:00 AM EST	View Opportunity
AWARDED	25-008	Kimball Bridge Road Pedestrian Lighting	Oct 31st 2024, 10:00 AM EDT	View Opportunity
AWARDED	25-006	Construction of Roswell Street Pedestrian Safety Improvements	Oct 17th 2024, 10:00 AM EDT	View Opportunity
AWARDED	25-1003	Fire Station 81 Clean Room and Interior Renovations	Oct 10th 2024, 10:00 AM EDT	View Opportunity
AWARDED	25-005	Wills Park Equestrian Center Stall Cleaning	Oct 3rd 2024, 2:00 PM EDT	View Opportunity



AWARDED	25-102	Winter Holiday Decor	Sep 12th 2024, 10:00 AM EDT	View Opportunity
AWARDED	25-104	On-Call Arboricultural Services	Sep 12th 2024, 10:00 AM EDT	View Opportunity
CLOSED	25-106	On-Call Classical/Historical Architectural Design Review Services	Sep 12th 2024, 10:00 AM EDT	View Opportunity
AWARDED	25-002	FY25 PAVEMENT PRESERVATION	Sep 5th 2024, 10:00 AM EDT	View Opportunity
CANCELLED	25-004	Old Rucker Park Improvements	-	View Opportunity
AWARDED	24-014	Encore Greenway Park and Gateway Construction	Aug 22nd 2024, 10:00 AM EDT	View Opportunity
CLOSED	25-001	FY25 MILLING & RESURFACING	Jul 22nd 2024, 10:00 AM EDT	View Opportunity
AWARDED	25-101	Rental Equipment for Events	Jul 18th 2024, 10:00 AM EDT	View Opportunity
AWARDED	24-022	NORTH POINT PARKWAY PIPE ASSESSMENT	Jun 27th 2024, 10:00 AM EDT	View Opportunity
AWARDED	24-122	Stormwater Repair Unit Price Contract	Jun 6th 2024, 10:00 AM EDT	View Opportunity
AWARDED	24-121	Design: Downtown Alpha Loop Connections	May 23rd 2024, 10:00 AM EDT	View Opportunity
AWARDED	24-1004	Design Services for Cumming Street Pedestrian Bridge	May 23rd 2024, 10:00 AM EDT	View Opportunity
AWARDED	24-123	MID BROADWELL CULVERT DESIGN	May 23rd 2024, 10:00 AM EDT	View Opportunity
AWARDED	24-119	On-Call Electrical Services for Special Events	May 2nd 2024, 2:00 PM EDT	View Opportunity
AWARDED	24-107	Design Brookside Gateway Feature	May 2nd 2024, 10:00 AM EDT	View Opportunity
AWARDED	24-020	Windward Parkway Pedestrian Improvements	May 2nd 2024, 10:00 AM EDT	View Opportunity

[Skip Top Navigation](#)

25-103 - Pavement Analysis

City of Alpharetta, Georgia [Back to list](#)



Project Details

Project: Pavement Analysis

March 2025

prev next

Ref. #: 25-103

Type: RFP

Status: AWARDED

Open Date: Sep 5th 2024, 8:30 AM EDT

Questions Due Date: Sep 24th 2024, 2:00 PM EDT

Contact Information: Beth Rucker,
Purchasing@alpharetta.ga.us

Close Date: Oct 3rd 2024, 10:00 AM EDT

Days Left: Submissions are now closed

Project Description:

The City is requesting proposals to provide the necessary services to create a city road rating program. The road rating program must work with the city's current asset management software, Cityworks, through an approved Cityworks API (third party vendor) or directly with the Cityworks framework. The project also includes the creation of Geographic Information System (GIS) Data for each road segment entity and must include attribute data showing at a minimum length, width, number of lanes, thickness of asphalt overlay in concrete gutter, roadway type, condition, rating/score, last inspection date, and name of inspector. Once the road rating program is created, the Contractor will perform one road rating inspection of all public roads within city limits. Event ID: PE-66085-NONST-2025-000000041

Sun	Mon	Tue	Wed	Thu	Fri	Sat
23	24	25	26	27	28	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5



Important Events:

Status	Event Name	Location	Description	
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Sep 5th 2024, 8:30 AM EDT N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Sep 24th 2024, 2:00 PM EDT N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Oct 3rd 2024, 10:00 AM EDT N/A

Commodity Codes:

NIGP 96862 **Pavement Data Collection Services**

NIGP 96889 **Traffic Studies and Analysis Services**

Supporting Documentation:

File	Type	Description
Disclosure-Debarment Required Form.pdf	Documentation REQUIRED FORM	Sep 4th 2024, 12:24 PM EDT -
E-Verify Affidavit-Contractor.pdf	Documentation REQUIRED FORM	Sep 4th 2024, 12:24 PM EDT -
IRS Form W-9 March 2024.pdf	Documentation IRS W-9	May 17th 2024, 8:51 AM EDT -
RFP 25-103 Cost Proposal.xlsx	Documentation REQUIRED FORM	Sep 4th 2024, 12:18 PM EDT -
RFP 25-103 Information and Contract T&C.pdf	Documentation INFORMATION & CONTRACT TERMS AND CONDITIONS	Sep 4th 2024, 12:18 PM EDT -
RFP 25-103 QUESTIONS-CLARIFICATIONS.pdf	Other QUESTIONS-ANSWERS-CLARIFICATIONS	Sep 26th 2024, 9:05 AM EDT -
RFP 25-103 Scope of Work-Submittal Info.pdf	Documentation SCOPE OF WORK-SUBMITTAL INFO	Sep 4th 2024, 12:18 PM EDT -
RFP 25-103 Sidewalk Prioritization Rating & ADA Guidelines.pdf	Documentation SIDEWALK RATING GUIDELINES	Sep 4th 2024, 12:18 PM EDT -
Road Classification Map.pdf	Documentation ROAD CLASSIFICATION MAP	Sep 4th 2024, 12:19 PM EDT -

NOTE To download files, Log in or Register for a Bonfire Account.

2

Information:

Listed below are the documents and information needed to complete your submission:

RFP 25-103 Pavement Analysis (Q-03BH)	Questionnaire: Excel (.xlsx)	1	REQUIRED
Disclosure Form	File Type: PDF (.pdf)	1	REQUIRED
E-Verify Form	File Type: PDF (.pdf)	1	REQUIRED
IRS Form W-9	File Type: PDF (.pdf)	1	REQUIRED

You will need to fill out the provided Response Template for this Questionnaire.

Please log in to download the Response Template.

Requested Documents

Name	Type
Technical Proposal, Project Approach	File Type: PDF (.pdf) 1 REQUIRED
Statements of Qualifications, Project Team, References	File Type: PDF (.pdf) 1 REQUIRED

Cost Proposal

Name	Type	# Files
Cost Proposal	File Type: Excel (.xls, .xlsx)	1 REQUIRED

Award Notices:

Vendor	Date Awarded
Spencer Consulting Group, LLC	Nov 20th 2024, 12:00 PM EST \$38,590.00

View Award

Document Takers

Search

Vendors	# Files	Actions
Applied Pavement Technology, Inc.	1	View
Applied Pavement Technology, Inc.	29	View

		View
DeepWalk	1	View
Deltek	9	View
eRepublic, Inc.	1	View
Fugro USA Land, Inc.	9	View
InfraHub	4	View
Infrastructure Consulting Group, LLC	7	View
International Cybernetics Company, LP	9	View
KCI Technologies	8	View
KCI Technologies, Inc.	8	View
Langan	8	View
Legai BUild	6	View
PWXPress	17	View
Roadway Asset Services	12	View
Roadway Management Technologies	1	View
Runway Consulting, LLC	18	View
SevenOutsource	16	View
Shay Enterprise	9	View
Silent Falcon	9	View
Silent Falcon UAS	2	View
Spencer Consulting Group, LLC	13	View
Spicer Group Inc	1	View
2	8	View

view

Timmons Group

30

View

Transmap Corporation

2

View

TurnKey Logistics LLC

4

View

xiaoma

8

View

Messages

Public Notices (2*)

(0)

Vendor Discussions (0)

(0)

Search

Project staff

Proposals due tomorrow

Just a reminder that proposals are due tomorrow by 10:00am. All proposals must be submitt...

4:41 PM

Project staff

Questions-Answers-Clarifications Document

Good Morning! A document has been posted containing the answers to all questions receive...

9:07 AM

Click New Public Notice or click a conversation on the left to see message here.

Submission

This project is not open for proposal submissions at this time.

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STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: March 24, 2025

AGENDA ITEM:

Financial Management Report (Month Ending January 31, 2025)

Consideration of approval of the Financial Management Report for the month ending January 31, 2025.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending January 31, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund). In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments \$5,000 and greater; and
3. Purchase orders with an estimated cost between \$5,000 and \$50,000.

ALTERNATIVES:

ATTACHMENTS:

1. FY 2025 Financial Management Report (7-January)

Financial Management Reports



**for the month ending
January 31, 2025
(period 7 of 12 – unaudited)**

Please visit the Financial Transparency Portal for additional information including audited financial statements, adopted budgets, and automated tools aimed at simplifying access to the City's financial data.

<https://www.alpharetta.ga.us/government/departments/finance/transparency-portal>

Financial Management Reports

Fiscal Year 2025

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CITY OF ALPHARETTA

Financial Management Reports

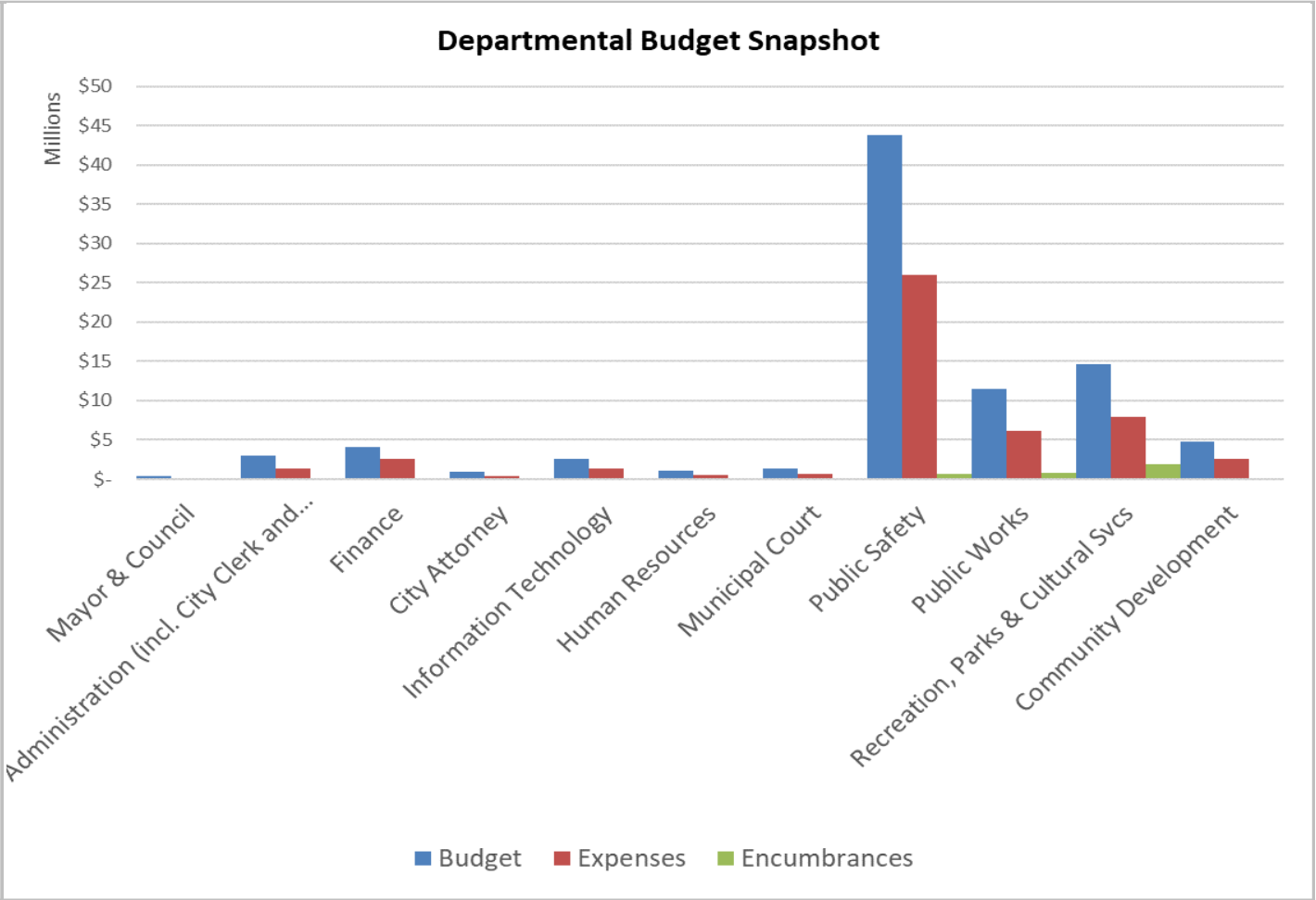
Performance Dashboard

For the month ended January 31, 2025

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL	Revenues	Performance Status	Forecasted Gain/Loss
	Top-10		
	Property/Motor Vehicle Taxes	↔	(\$633,000)
	Local Option Sales Tax	↔	\$50,000
	Franchise Tax	↔	\$402,917
	Insurance Premium Tax	↔	\$204,075
	Alcohol Beverage Excise Tax	↔	(\$150,000)
	Building Permit Fees	↔	\$175,000
	Business and Occupational Tax	↔	(\$35,000)
	Court/Traffic Fines	↓	(\$150,000)
	Recreation/Special Event Fees	↔	\$26,840
	Hotel/Motel Tax (City portion)	↔	(\$56,250)
	Other Revenues	↔	\$588,866
Minimum Surplus Goal Needed to Fund Capital: (\$15M Annual Capital Need less \$4M allocated in the annual budget)			\$11M
Less: Forecasted Revenue Gain			\$423K
Less: Forecasted Expenditure Savings			(\$3.5M)*
Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:			(\$7.1M)*

* Forecasted losses/savings will be updated once more trend data becomes available.



FUND SYNOPSIS		Revenue	Expenses	Non-Allocated
	General Fund (1)	↔	↔	\$765,979
	Special Revenue Funds			
	Confiscated Assets Fund (DEA)	↔	↔	\$265,126
	Opioid Settlement Fund	↔	↔	\$61,930
	Emergency 911 Fund (1)	↓	↔	\$0
	Impact Fee Fund	↔	↔	\$1,682,501
	Hotel/Motel Fund (1)	↔	↔	\$1,655,663
	Debt Service Fund	↔	↔	\$953,873
	Proprietary Funds			
	Solid Waste Fund (1),(2)	↔	↔	\$0
	Risk Management Fund	↔	↔	\$1,835,239
	Medical Insurance Fund	↔	↔	\$63,041

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	\$30,641
Capital Grant Fund (3)	\$48,979
Capital Project Funds	
Capital Project Fund (3)	\$2,547,316
Stormwater Capital Fund	\$107,581
Series 2022 Bond Fund (Parks) (3)	\$1,666,566
TSPLOST I Capital Fund	\$154,763
TSPLOST II Capital Fund	\$1,918,622
Blended Component Unit	
Development Authority Fund	\$292,343

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund

\$23.5M (25%)

Emergency 911 Fund

\$1.1M (19%)*

Sanitation Fund

\$15K (<1%)*

* less than 25% Target

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact Fees and Confiscated Asset collections).

(1) General Fund value represents Contingency balance/Reserve for Operating Initiatives. Hotel/Motel Fund represents Debt Service Reserve (target is \$1.5 million). Other Funds represents amounts in excess of the 25% fund balance target.

(2) Solid Waste Fund operational trends require further review and may necessitate an adjustment in rates or reallocation of expenses to other operating Funds of the City (i.e. General Fund).

(3) Does not include amounts, if any, currently set aside for matches on active grant applications or arbitrage liability (Series 2022 Bond Fund).



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR 

DATE: MARCH 24, 2025

RE: FINANCIAL MANAGEMENT REPORTS AS OF JANUARY 31, 2025

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending January 31, 2025.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2025 revenues are budgeted at \$94.1 million (net of Carryforward Fund Balance totaling \$9 million). As of January 31, 2025, actual revenue collections total 67% or \$63 million. Trends (property digest valuations and collection trends) through the December collection period indicate collections exceeding budget by \$423,447 and will be updated in future periods as more trend data becomes available.

The October 1st billing for General Fund property taxes totals roughly \$33.2 million. Property taxes for public utilities will occur in Spring 2025 and is estimated at an additional \$455,000. Historically, the City collects between 98% and 99% of billed property taxes within the fiscal year but the figure for FY 2024 was closer to 97%. The current budget for property taxes totals \$33.2 million and represents 98.5% of the initial billing. Due to the recent collection trends being lower than historical averages, the revenue forecast is being reduced to \$33 million with further adjustments held pending data on appeals and adjustments.

Motor Vehicle Title Fee collections is trending -5% less than FY 2024 (\$3.5 million) with the January/February (combined) collections representing a reduction of -7% over prior year collections for the same period. Collection estimates for FY 2025 tentatively total \$3.5 million (\$450,000 less than budget) and will be adjusted down further if the current revenue trends continue.

Franchise tax collections represent the main forecast change compared to the December 2025 Financial Management Reports and now represents an estimated gain of \$402,917. Specifically, the forecast for electricity franchise tax collections has been updated to reflect the actual collections received in February 2025 from Georgia Power (\$5.2 million) which reflects growth of 16% compared to 2024 actuals (\$4.4 million). Partially offsetting

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

the growth in electricity franchise tax collections is the cable and telephone components. Franchise taxes for cable have been declining since FY 2020 (\$919,107) and is down -18% year-to-date resulting in a revised forecast of \$560,000 in FY 2025 (\$100,000 less than budget). Franchise taxes for telecommunication have been declining since FY 2022 and is down -63% year-to-date due primarily to a settlement with a telecom provider resulting in a revised forecast of \$175,000 in FY 2025 (\$105,000 less than budget).

Insurance Premium Tax collections total \$6.3 million in FY 2025 and represent an 8% increase (\$204,075 greater than budget) over FY 2024 collections of \$5.8 million.

Collections for Alcohol Beverage Excise Taxes is trending -7% lower than FY 2024. Current estimates for FY 2025 total \$2.75 million which is -\$150,000 less than budget. November collections mark a significant improvement over the prior year (+40%) while January collections contracted -27% compared to the prior year. If positive gains continue, this revenue estimate will be adjusted and may approach the original budget forecast.

Building Permit Fee collections is trending 31% higher than FY 2024 (\$1.8 million). This revenue source is non-standard in that it experiences high variability dependent upon development/construction trends occurring within the City. While the revenue collection trend may change moving forward, staff felt it was prudent to tentatively adjust the FY 2025 collection estimate to \$2 million (\$175,000 greater than budget) pending further trend data.

Collections for Municipal Court Fines is trending 5% higher than FY 2024 (\$1.6 million). While the revenue trend is positive, the trend is not strong enough to cover the budgetary growth programmed into the FY 2025 budget. Collection estimates for FY 2025 total \$1.7 million which is -\$150,000 less than budget.

Hotel/Motel tax collections is discussed within the Special Revenue Funds section of this letter.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of January 31, 2025, city departments (not including General Government¹) have encumbered and expensed 61%, or \$53.7 million, of their FY 2025 budget appropriations.

Contingency: The General Fund contingency balance totals \$765,979 (including the Operating Initiative Reserve).

Other Funds

The following section references information included within the attached Performance Dashboard, Grant and Capital Funds Detail Reports, GAAP Financial Statements, etc.

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$122,286. Remaining appropriations are set aside for a non-allocated reserve (\$30,641).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total \$618,861. Remaining appropriations are set aside for a non-allocated reserve (\$48,979).

¹ General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$14 million. Remaining appropriations are set aside for a non-allocated reserve (\$2.4 million for general non-allocated and \$276,000 constituting matching funds for grant applications).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$5 million. Remaining appropriations are set aside for a non-allocated reserve (\$107,581).

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$22.2 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.7 million) and a reserve for future arbitrage liability (\$1.3 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$7.5 million. Remaining appropriations are set aside for a non-allocated reserve (\$154,763).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$52 million and represents Tier-1 project funding.

Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST 2 have trended at 111% of the original forecasted revenue estimates which indicates a strong likelihood of funding Tier-2/3 projects in addition to Tier-1.

Unspent/unencumbered project appropriations total \$24.2 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.9 million).

Hotel/Motel Fund: FY 2025 revenues are budgeted at \$9.3 million (net of carryforward fund balance totaling \$1.4 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$4 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$1.4 million for debt service on the Series 2016 Convention Center Bonds; \$15,070 for eligible initiatives such as Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or \$3.5 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$1.7 million and is in excess of the \$1.5 million target.

Hotel tax collections is trending flat with FY 2024 (\$9.1 million). Current estimates for FY 2025 total \$9.1 million which is -\$150,000 less than budget. The estimate for FY 2025 will be revisited as additional collection data becomes available.

Other Items

Council Member Stipend Activity Listing: The FY 2025 budget includes appropriations of \$9,200 for the Mayor and \$8,000 for each City Council Post and the available balances as of January 31, 2025 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 9,200	\$ 4,407	\$ 4,793
Post #1: Donald Mitchell	\$ 8,000	\$ 1,000	\$ 7,000
Post #2: Brian Will	\$ 8,000	\$ 0	\$ 8,000
Post #3: Doug DeRito	\$ 8,000	\$ 60	\$ 7,940
Post #4: John Hipes	\$ 8,000	\$ 3,427	\$ 4,573
Post #5: Fergal Brady	\$ 8,000	\$ 400	\$ 7,600
Post #6: Dan Merkel	\$ 8,000	\$ 1,344	\$ 6,656

Development Authority² (Component Reporting Unit)

As of January 31, 2025, the Development Authority has \$292,343 in forecasted resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of January 31, 2025

	Current Fiscal Year					Prior Fiscal Year		
	2025 Budget	2025 YTD	% Collected	2025 Estimated	Variance	2024 Actual	2024 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 33,180,000	\$ 31,638,111	95.4%	\$ 33,000,000	\$ (180,000)	\$ 30,901,251	\$ 30,026,488	97.2%
Delinquent	249,000	133,398	53.6%	249,000	-	516,431	185,274	35.9%
Motor Vehicle Tax	58,000	21,919	37.8%	55,000	(3,000)	58,343	31,123	53.3%
Motor Vehicle Title Fee	3,950,000	1,496,300	37.9%	3,500,000	(450,000)	3,535,536	1,861,765	52.7%
Local Option Sales Tax	22,250,000	11,514,085	51.7%	22,300,000	50,000	22,003,613	11,359,766	51.6%
Franchise Tax	6,785,000	639,159	9.4%	7,187,917	402,917	6,657,758	713,436	10.7%
Insurance Premium Tax	6,075,000	6,279,075	103.4%	6,279,075	204,075	5,837,570	5,837,570	100.0%
Alcohol Beverage Excise Tax	2,900,000	1,357,636	46.8%	2,750,000	(150,000)	2,915,349	1,453,710	49.9%
Building Permit Fees	1,825,000	1,339,195	73.4%	2,000,000	175,000	1,767,446	1,021,299	57.8%
Business and Occupational Tax	1,210,000	407,091	33.6%	1,175,000	(35,000)	1,286,921	506,338	39.3%
Court/Traffic Fines	2,600,000	1,335,593	51.4%	2,450,000	(150,000)	2,515,143	1,337,792	53.2%
Recreation/Special Event Fees	3,729,780	1,625,472	43.6%	3,756,620	26,840	3,330,531	1,297,288	39.0%
Hotel/Motel Tax (City portion)	3,468,750	1,381,726	39.8%	3,412,500	(56,250)	3,418,049	1,492,816	43.7%
subtotal	\$ 88,280,530	\$ 59,168,761	67.0%	\$ 88,115,112	\$ (165,418)	\$ 84,743,942	\$ 57,124,666	67.4%
Other Revenues	5,802,637	3,828,707	66.0%	6,391,503	588,866	6,414,013	3,551,668	55.4%
Total Revenues	\$ 94,083,167	\$ 62,997,468	67.0%	\$ 94,506,614	\$ 423,447	\$ 91,157,956	\$ 60,676,334	66.6%
 Carryforward Fund Balance	 9,447,780							



GENERAL FUND

Expenditure Reports

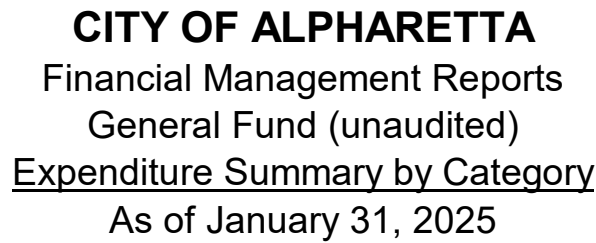


CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of January 31, 2025

		Current Fiscal Year						Prior Fiscal Year		
		2025 Budget	2025 Encumbrances	2025 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2024 Exp. (Total)	2024 Exp. (YTD)	% Exp.
Expenditures by Department:										
	Mayor & Council	\$ 394,044	\$ 3,557	\$ 199,717	\$ 190,770	51.6%	50.7%	\$ 330,619	\$ 201,520	61.0%
(1)	City Administration (incl. City Clerk and Economic Development)	3,025,435	121,224	1,393,013	1,511,198	50.1%	46.0%	1,962,226	1,180,626	60.2%
	Finance	4,124,713	30,989	2,599,563	1,494,162	63.8%	63.0%	3,884,976	2,487,269	64.0%
	City Attorney	1,000,000	-	375,403	624,597	37.5%	37.5%	636,323	337,544	53.0%
	Information Technology	2,543,961	27,642	1,442,556	1,073,763	57.8%	56.7%	2,441,958	1,394,633	57.1%
	Human Resources	1,065,277	19,646	609,511	436,120	59.1%	57.2%	898,324	520,403	57.9%
	Municipal Court	1,362,008	24,009	751,002	586,997	56.9%	55.1%	1,140,547	667,043	58.5%
	Public Safety	43,735,476	625,730	25,933,400	17,176,346	60.7%	59.3%	38,510,158	23,442,993	60.9%
	Public Works	11,462,030	791,754	6,106,172	4,564,104	60.2%	53.3%	10,157,660	5,766,804	56.8%
	Recreation, Parks & Cultural Svcs	14,589,291	1,916,878	8,007,182	4,665,231	68.0%	54.9%	13,424,187	7,332,830	54.6%
(1)	Community Development	4,733,725	55,401	2,665,374	2,012,950	57.5%	56.3%	4,668,399	2,779,065	59.5%
	subtotal	\$ 88,035,960	\$ 3,616,829	\$ 50,082,893	\$ 34,336,238	61.0%	56.9%	\$ 78,055,376	\$ 46,110,730	59.1%
General Government:										
	Insurance Premiums (Risk)	\$ 966,800	\$ -	\$ 563,967	\$ 402,833	58.3%	58.3%	\$ 928,885	\$ 541,850	58.3%
	Gwinnett Tech Bond P&I	286,978	-	35,989	250,989	12.5%	12.5%	287,490	38,745	13.5%
	Transfer(s) to other Funds	13,447,780	-	-	13,447,780	0.0%	0.0%	16,457,920	10,281,227	62.5%
	Operating Initiatives (Reserve)	79,800	-	-	79,800	0.0%	0.0%	-	-	-
	Contingency	713,629	-	27,450	686,179	3.8%	3.8%	9,062	9,062	100.0%
	subtotal	\$ 15,494,987	\$ -	\$ 627,405	\$ 14,867,582	4.0%	4.0%	\$ 17,683,357	\$ 10,870,884	61.5%
Total Expenditures		\$ 103,530,947	\$ 3,616,829	\$ 50,710,298	\$ 49,203,820	52.5%	49.0%	\$ 95,738,733	\$ 56,981,613	59.5%

Notes:

- (1) The Economic Development function has been organized under City Administration for FY 2025. All prior year activity for the Economic Development function is reflected under the Community Development Department.



Notes:

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GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of January 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues									
Public Safety									
22031150-331110	C2243 2022 BULLETPROOF VEST (DOJ)	27,409	7,728	\$ -	\$ 19,681	\$ 19,681	\$ 19,680		\$ 1
22031150-371000	C2310 ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
22031150-331110	C2317 2023 BULLETPROFF VEST (DOJ)	17,000	-	-	17,000	17,000	5,400		11,600
22031150-331110	G2509 2024 BULLETPROOF VEST (DOT)	13,334	-	-	13,334	13,334	-		13,334
	subtotal			\$ -	\$ 50,015	\$ 50,015	\$ 25,081		\$ 24,935
Recreation, Parks & Cultural Services									
22061150-347509	C2039 WIRE & WOOD (ACVB SPONSOR)	341,324	256,000	\$ -	\$ 85,324	\$ 85,324	\$ 85,324		\$ -
22061150-371000	C2234 ARTS CENTER (CERAMICS)	100	-	-	100	100	1,813		(1,713)
22061150-347509	C2308 MUSIC MATCH SPONSORSHIPS	2,550	-	-	2,550	2,550	2,550		-
22061150-371000	C2308 MUSIC MATCH APPLICATIONS	4,445	3,926	-	519	519	495		24
22061150-336000	G2508 FC ARTS & CULTURE	9,000	-	-	9,000	9,000	9,000		-
22061150-336000	G2511 2025 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	5,000		-
	subtotal			\$ -	\$ 102,493	\$ 102,493	\$ 104,182		\$ (1,689)
General Government									
22090200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 2,835		\$ (2,835)
22090200-362000	REALIZED GAIN/LOSS			-	-	-	(110)		110
22090200-363000	UNREALIZED GAIN/LOSS			-	-	-	816		(816)
22090200-395000	CARRYFORWARD FUND BALANCE			-	105,337	105,337	-		105,337
	subtotal			\$ -	\$ 105,337	\$ 105,337	\$ 3,541		\$ 101,796
	Total			\$ -	\$ 257,845	\$ 257,845	\$ 132,803		\$ 125,042



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of January 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures									
City Administration									
22013230-521200	C2100 MURAL ART PROJECT	17,215	2,800	\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
	subtotal			\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
Public Safety									
22031150-542100	C2243 2022 BULLETPROOF VEST (DOJ)	49,433	38,376	\$ -	\$ 11,057	\$ 11,057	\$ 11,057	\$ -	\$ -
22031150-521200	C2310 ALPHA BUS. ASSOC K-9	17,000	10,560	-	6,440	6,440	-	-	6,440
22031150-542100	C2317 2023 BULLETPROOF VEST (DOJ)	34,000	-	-	34,000	34,000	21,837	-	12,163
22031150-542100	G2509 2024 BULLETPROOF VEST (DOT)	26,668	-	-	26,668	26,668	-	-	26,668
	subtotal			\$ -	\$ 78,165	\$ 78,165	\$ 32,894	\$ -	\$ 45,271
Recreation, Parks & Cultural Services									
22061159-521200	C2039 WIRE & WOOD (ACVB SPONSOR)	289,324	181,454	\$ -	\$ 107,870	\$ 107,870	\$ 10,905	\$ 50,000	\$ 46,965
22061150-531100	C2101 SPECIAL NEEDS EXPO / EVENT	1,018	925	-	93	93	-	-	93
22061150-531100	C2102 FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212 PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250
22061150-531100	C2234 ARTS CENTER (CERAMICS)	4,979	3,023	-	1,956	1,956	40	-	1,916
22061150-531100	C2237 PARTNERED EVENTS	5,000	4,305	-	695	695	-	-	695
22061150-521200	C2308 MUSIC MATCH APPLICATIONS	9,066	5,615	-	3,451	3,451	300	-	3,151
22061150-531100	C2418 2023 CAMP HAPPY HEARTS	6,000	3,321	-	2,679	2,679	2,679	-	-
22061150-521200	G2508 FC ARTS & CULTURE	9,000	-	-	9,000	9,000	3,600	4,500	900
22061150-531100	G2511 2025 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	-	-	5,000
	subtotal			\$ -	\$ 134,624	\$ 134,624	\$ 17,524	\$ 54,500	\$ 62,600
Non-Allocated									
22090200-579000	CONTINGENCY			\$ -	\$ 30,641	\$ 30,641	\$ -	\$ -	\$ 30,641
22090200-579011	MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-
	subtotal			\$ -	\$ 30,641	\$ 30,641	\$ -	\$ -	\$ 30,641
	Total			\$ -	\$ 257,845	\$ 257,845	\$ 50,418	\$ 54,500	\$ 152,927



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
 As of January 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Public Works									
34041100-331150	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	1,000,001	313,774	\$ -	\$ 686,227	\$ 686,227	\$ 55,635		\$ 630,592
34041100-331350	C2305 ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	450,000		50,000
34041100-334310	FY 2025 LMIG GRANT G2500 (MILLING/RESURFACING)	693,744	-	-	693,744	693,744	693,743		1
34041100-334310	FY 2025 LRA GRANT G2501 (MILLING/RESURFACING)	1,675,031	837,515	-	837,516	837,516	837,515		1
	subtotal			\$ -	\$ 2,717,487	\$ 2,717,487	\$ 2,036,894		\$ 680,593
Recreation, Parks & Cultural Services									
34061150-371000	C2248 CITY AGRICULTURE PLAN (FOOD WELL)	150,000	75,000	\$ -	\$ 75,000	\$ 75,000	\$ -		\$ 75,000
	subtotal			\$ -	\$ 75,000	\$ 75,000	\$ -		\$ 75,000
General Government									
34090200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 22,647		\$ (22,647)
34090200-362000	REALIZED GAIN/LOSS			-	-	-	(837)		837
34090200-363000	UNREALIZED GAIN/LOSS			-	-	-	2,791		(2,791)
34090200-395000	CARRYFORWARD FUND BALANCE			-	(554,564)	(554,564)	-		(554,564)
	subtotal			\$ -	\$ (554,564)	\$ (554,564)	\$ 24,601		\$ (579,165)
	Total			\$ -	\$ 2,237,923	\$ 2,237,923	\$ 2,061,495		\$ 176,428



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of January 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures									
Public Works									
34041100-521200	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	417,316	\$ -	\$ 582,684	\$ 582,684	\$ 24,320	\$ 9,189	\$ 549,175
34041100-541420	C2305 ALPHALOOP (LANDWATER)	500,000	500,000	-	-	-	-	-	-
34041100-541410	G2500 FY 2025 LMIG GRANT (MILLING/RESURFACING)	693,744	-	-	693,744	693,744	265,964	427,780	-
34041100-541410	G2501 FY 2025 LRA GRANT (MILLING/RESURFACING)	837,516	-	-	837,516	837,516	837,516	-	-
	subtotal			\$ -	\$ 2,113,944	\$ 2,113,944	\$ 1,127,800	\$ 436,969	\$ 549,175
Recreation, Parks & Cultural Services									
34061150-541500	C2248 CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 5,314	\$ 69,686
	subtotal			\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 5,314	\$ 69,686
Non-Allocated									
34090200-579000	CONTINGENCY			\$ -	\$ 48,979	\$ 48,979	\$ -	\$ -	\$ 48,979
	subtotal			\$ -	\$ 48,979	\$ 48,979	\$ -	\$ -	\$ 48,979
	Total			\$ -	\$ 2,237,923	\$ 2,237,923	\$ 1,127,800	\$ 442,284	\$ 667,840



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of January 31, 2025

					Project Snapshot: FY2013 - FY2024		FY 2025					
					Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
Account #	Project											
Revenue												
30131150-337051	C2421	CAD/RECORDS MGMT (MILTON)			241,538	-	\$ -	\$ 241,538	\$ 241,538	\$ -	\$ 241,538	
30131150-332200	C2526	TESLA FLEET TAX CREDIT FY2025			30,000	-	-	30,000	30,000	-	30,000	
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)			333,925	-	-	333,925	333,925	-	333,925	
30141100-371000	C2113	ENCORE GREENWAY GATEWAY			1,930,001	421,466	-	1,508,535	1,508,535	-	1,508,535	
30161150-371000	C0922	SYNTHETIC TURF (AMBUSH)			14,100	-	-	14,100	14,100	-	14,100	
30161150-371000	C1929	COMM AG PROGRAM			108,585	102,525	-	6,060	6,060	6,971	(911)	
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS			7,840	-	-	7,840	7,840	9,840	(2,000)	
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)			252,506	204,874	-	47,632	47,632	14,230	33,402	
30161150-371000	C2415	PUBLIC ART FUND (CITY LOC)			20,000	20,000	-	-	-	12,500	(12,500)	
30161150-337052	C2426	MAYFIELD PARK - MILTON IGA			65,000	-	-	65,000	65,000	-	65,000	
30161150-371000	C2519	GREENHOUSE (RUCKER ROAD)			3,000	-	-	3,000	3,000	3,000	-	
30174150-337000	C0910	TREE REPLACEMENT FUND			417,450	417,450	-	-	-	401,700	(401,700)	
30174150-347509	C2500	DOWNTOWN WAYFINDING SIGNAGE			24,000	-	-	24,000	24,000	-	24,000	
subtotal							\$ -	\$ 2,281,630	\$ 2,281,630	\$ 448,241	\$ 1,833,389	
Non-Departmental												
30190200-395000		CARRYFORWARD FUND BALANCE					\$ 3,405,350	\$ 10,945,336	\$ 14,350,686	\$ -	\$ 14,350,686	
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND					11,843,416	-	11,843,416	-	11,843,416	
30190200-362000		REALIZED GAIN/LOSS					-	-	-	(9,714)	9,714	
30190200-363000		UNREALIZED GAIN/LOSS					-	-	-	91,847	(91,847)	
30190200-361000		INTEREST EARNINGS					325,000	-	325,000	240,153	84,847	
subtotal							\$ 15,573,766	\$ 10,945,336	\$ 26,519,102	\$ 322,287	\$ 26,196,815	
Total							\$ 15,573,766	\$ 13,226,966	\$ 28,800,732	\$ 770,527	\$ 28,030,205	
Expenditures												
Administration												
30113230-542400	C1404	WEBSITE UPGRADE			95,001	63,647	\$ -	\$ 31,354	\$ 31,354	\$ 25,173	\$ -	\$ 6,181
30113230-521200	C2524	PARKING MANAGEMENT PLAN			53,197	-	-	53,197	53,197	21,000	32,197	-
subtotal							\$ -	\$ 84,551	\$ 84,551	\$ 46,173	\$ 32,197	\$ 6,181



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			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
Account #	Project									
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	362,163	358,550	\$ -	\$ 3,613	\$ 3,613	\$ 350	\$ 700	\$ 2,563
subtotal					\$ -	\$ 3,613	\$ 3,613	\$ 350	\$ 700	\$ 2,563
Information Technology										
30117400-542400	C1103	NETWORK AND VOIP	717,679	401,067	\$ -	\$ 316,612	\$ 316,612	\$ 10,832	\$ 121,974	\$ 183,806
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	488,947	-	21,056	21,056	14,706	-	6,350
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	3,892,370	3,276,902	390,000	225,468	615,468	227,007	73,561	314,900
30117400-542400	C1519	WIRELESS ACCESS POINTS	100,000	-	50,000	50,000	100,000	-	-	100,000
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	128,749	-	271,396	271,396	38,161	-	233,235
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,001	286,136	-	13,865	13,865	-	-	13,865
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	-	50,000	50,000	-	35,500	14,500
subtotal					\$ 440,000	\$ 948,397	\$ 1,388,397	\$ 290,706	\$ 231,035	\$ 866,656
Municipal Court										
30126550-542400	C1222	RECORDS MANAGEMENT	39,600	35,700	\$ -	\$ 3,900	\$ 3,900	\$ -	\$ -	\$ 3,900
subtotal					\$ -	\$ 3,900	\$ 3,900	\$ -	\$ -	\$ 3,900
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	9,890,847	8,860,834	\$ -	\$ 1,030,013	\$ 1,030,013	\$ 602,648	\$ 422,344	\$ 5,021
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,925	1,482,159	-	31,766	31,766	14,995	-	16,771
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	198,250	-	294,281	294,281	56,292	-	237,989
30131150-542400	C2052	SECURITY SYSTEM REFRESH	472,060	377,455	72,000	22,605	94,605	898	-	93,708
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY	43,871	41,681	-	2,190	2,190	-	-	2,190
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,001	894,887	-	1,355,114	1,355,114	14,033	1,335,263	5,818
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,501	298,063	-	151,438	151,438	118,036	20,156	13,246
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT	300,001	98,413	-	201,588	201,588	2,438	-	199,151
30131150-542400	C2406	REAL TIME CRIME CENTER	128,901	8,776	-	120,125	120,125	-	-	120,125
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT	66,001	51,863	-	14,138	14,138	2,768	7,854	3,515
30131150-542400	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	-	241,538	241,538	-	241,537	1
30131150-541300	C2501	FS81 RENOVATIONS	2,830,000	-	2,830,000	-	2,830,000	-	243,420	2,586,580
30131150-541300	C2502	2972 WB RD RENOVATIONS	150,000	-	150,000	-	150,000	-	-	150,000
30131150-542200	C2504	FY2025 FLEET REPLACEMENT	1,558,689	-	1,875,000	(316,311)	1,558,689	35,469	-	1,523,220



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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30131150-542200	V2505 FY2025 FIRE LT VEHICLE	50,000	-	50,000	-	50,000	-	-	50,000
30131150-542100	C2506 FIRE TRUCK EQUIPMENT	75,000	-	75,000	-	75,000	75,000	-	-
30131150-542400	C2508 CLICK-2-ENTER SYSTEM	31,400	-	31,400	-	31,400	-	-	31,400
30131150-542200	C2526 TESLA FLEET (FY 2025)	346,311	-	-	346,311	346,311	249,303	83,101	13,907
	subtotal			\$ 5,083,400	\$ 3,494,796	\$ 8,578,196	\$ 1,171,881	\$ 2,353,675	\$ 5,052,641
Public Works									
30141100-541200	C0910 TREE REPLACEMENT FUND	\$ 2,065,602	\$ 1,515,151	\$ -	\$ 550,451	\$ 550,451	\$ 8,977	\$ 33,680	\$ 507,794
30141100-541200	C1008 CEMETERY AUTHORITY-MAINTENANCE	493,161	246,994	-	246,167	246,167	9,750	3,338	233,079
30141100-541410	C1207 BRIDGE MAINTENANCE	1,115,212	722,040	250,000	143,172	393,172	26,100	8,700	358,372
30141100-541410	C1208 MAST ARM MAINTENANCE	45,000	-	45,000	-	45,000	-	-	45,000
30141100-541410	C1215 STRIPING & SIGNAGE	2,434,665	2,181,836	170,000	82,829	252,829	74,934	175,310	2,586
30141100-541410	C1217 TRAFFIC CALMING & INTERSECTION IMP	613,584	553,584	60,000	-	60,000	4,890	-	55,110
30141100-541410	C1218 TRAFFIC SIGNAL SYSTEM MAINTENANCE	1,004,268	880,436	100,000	23,832	123,832	42,993	9,300	71,540
30141100-541410	C1219 MILLING AND RESURFACING	29,051,629	26,627,537	2,500,000	(75,908)	2,424,092	3,063	1,705,705	715,324
30141100-541410	G2500 FY 2025 LMIG GRANT (MILLING/RES.)	208,123	-	-	208,123	208,123	-	208,123	-
30141100-541410	C1220 TRAFFIC CONTROL EQUIPMENT	1,187,079	1,041,602	100,000	45,477	145,477	27,580	47,704	70,194
30141100-541410	C1221 DESIGN SERVICES	1,068,301	954,705	50,000	63,596	113,596	25,132	33,654	54,811
30141100-542200	C1223 FLEET REPLACEMENT	2,025,223	1,484,474	353,000	187,749	540,749	-	337,983	202,766
30141100-541300	C1229 FACILITY ROOF REPAIR/REPLACE	810,000	325,000	550,000	(65,000)	485,000	5,850	476,073	3,077
30141100-541200	C1302 TREE PLANTING & LANDSCAPING IMP	1,534,772	1,171,890	160,000	202,882	362,882	29,234	8,994	324,655
30141100-541420	C1801 SIDEWALK MAINTENANCE & REPAIR	240,000	25,841	140,000	74,159	214,159	117,643	-	96,516
30141100-542100	C1802 PW EQUIPMENT REPLACEMENT	277,374	203,793	60,000	13,581	73,581	49,990	-	23,591
30141100-541410	C1901 TRAFFIC RESPONSIVE SYSTEM MAINT	550,002	528,894	-	21,108	21,108	18,367	-	2,741
30141100-541300	C1902 FIRE STATION RENOVATIONS	435,003	422,819	-	12,184	12,184	9,586	-	2,598
30141100-541300	C1906 CITY HALL RENOVATIONS	65,000	25,000	40,000	-	40,000	4,200	-	35,800
30141100-541300	C2003 HVAC REPLACEMENTS	491,730	391,730	100,000	-	100,000	18,570	-	81,430
30141100-542400	C2026 TCC HARDWARE/SOFTWARE	170,002	107,770	-	62,232	62,232	-	-	62,232
30141100-541410	C2048 STREETLIGHT MAINTENANCE	434,080	270,126	85,000	78,954	163,954	5,392	22,635	135,927
30141100-541500	C2050 REC FACILITY MAINTENANCE	155,000	135,938	-	19,062	19,062	19,062	-	-
30141100-541300	C2053 PARKING GARAGE MAINTENANCE	331,308	159,118	150,000	22,190	172,190	4,870	32,000	135,320



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30141100-541410	C2104 WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	24,570	-	309,355	309,355	29,700	279,655	-
30141100-541410	C2113 ENCORE GREENWAY GATEWAY	1,930,001	429,981	-	1,500,020	1,500,020	-	1,500,000	20
30141100-521200	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	365,001	72,092	-	292,909	292,909	8,755	36,663	247,491
30141100-541420	C2305 ALPHALOOP (OMP - NORTHWINDS)	110,001	110,000	-	1	1	-	-	1
30141100-544200	C2408 WEBB BRIDGE PARK SEWER	491,157	399,325	-	91,832	91,832	-	-	91,832
30141100-541200	C2409 SR9 LANDSCAPING	925,000	-	575,000	350,000	925,000	-	-	925,000
30141100-542100	C2410 WINTER WEATHER EQUIPMENT	65,000	-	-	65,000	65,000	-	-	65,000
30141100-541410	C2509 BRICK PAVER MAINTENANCE/REPAIR	50,000	-	50,000	-	50,000	4,898	21,501	23,601
30141100-544200	C2510 DOWNTOWN BUS SHELTERS	80,000	-	80,000	-	80,000	3,970	2,950	73,080
30141100-541300	C2511 FACILITY ASSESSMENT/RENOVATIONS	189,647	-	300,000	(110,353)	189,647	-	189,647	-
30141100-541300	C2512 PS FACILITY MAINTENANCE	75,000	-	75,000	-	75,000	58,569	-	16,431
30141100-542200	C2513 FY 2025 FORESTRY ASST VEHICLE	50,000	-	50,000	-	50,000	-	-	50,000
	subtotal			\$ 6,043,000	\$ 4,415,604	\$ 10,458,604	\$ 612,074	\$ 5,133,613	\$ 4,712,916
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	1,635,779	1,021,629	\$ -	\$ 614,150	\$ 614,150	\$ 600,050	\$ 14,100	\$ -
30161150-541200	C1210 TREE MAINT-PLANTING-REMOVAL	585,001	434,219	125,000	25,782	150,782	146,701	-	4,081
30161150-541500	C1221 DESIGN SERVICES	235,424	212,646	21,200	1,578	22,778	585	5,335	16,858
30161150-541300	C1229 FACILITY ROOF REPAIR	680,412	674,895	-	5,517	5,517	-	-	5,517
30161150-542200	C1232 FLEET	534,009	434,009	100,000	-	100,000	-	-	100,000
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	1,145,788	885,567	177,000	83,221	260,221	87,127	-	173,094
30113230-544200	C1527 VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614 THE STORIES PROJECT	85,000	54,565	-	30,435	30,435	-	23,500	6,935
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	1,188,594	402,166	275,000	511,428	786,428	-	87,861	698,567
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	1,006,212	809,095	160,000	37,117	197,117	50,354	40,325	106,438
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	738,640	288,640	50,000	400,000	450,000	450,000	-	-
30161150-544100	C1807 PUBLIC ARTS PROGRAM	341,000	262,340	55,000	23,660	78,660	-	10,000	68,660
30161150-541500	C1926 NORTHSIDE MOU (PARKS)	149,904	138,991	-	10,913	10,913	7,126	-	3,787
30161150-541500	C1929 COMMUNITY AGRICULTURE PROGRAM	108,589	69,990	-	38,599	38,599	22,132	12,871	3,596
30161150-541500	C2010 PARK ENHANCEMENTS	656,418	631,629	-	24,789	24,789	16,529	-	8,260
30161150-541500	C2030 TOWN GREEN IMPROVEMENTS	250,001	237,421	-	12,580	12,580	12,580	-	-



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30161150-541500	C2035 NORTH PARK RESTROOM 1 - 4 (DESIGN)	16,180	-	16,180	-	16,180	-	-	16,180
30161150-541500	C2051 FOUNTAIN MAINTENANCE	86,306	76,156	-	10,150	10,150	5,450	-	4,700
30161150-541500	C2202 ATHLETIC COURTS RESURFACING	198,433	154,470	-	43,963	43,963	-	-	43,963
30161150-541500	C2217 MID-BROADWELL PARK	52,081	51,840	-	241	241	-	(0)	241
30161150-541500	C2248 CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	-	75,000	75,000	-	5,314	69,686
30161150-541500	C2309 WACKY WORLD 2.0 (DONATIONS)	252,507	6,673	-	245,834	245,834	489	-	245,345
30161150-541500	C2316 GREENWAY BOARDWALK REPLACEMENT	1,158	1,158	-	-	-	-	-	-
30161150-541500	C2411 PARK TRAIL MAINTENANCE	200,000	-	-	200,000	200,000	31,510	-	168,490
30161150-541500	C2412 CULTURAL ARTS MASTER PLAN	30,001	11,693	-	18,308	18,308	-	18,307	1
30161150-544100	C2415 PUBLIC ART FUND (CITY LOCATIONS)	45,000	-	25,000	20,000	45,000	-	-	45,000
30161150-544100	C2416 PUBLIC ART DEV (CITY PROP)	10,000	-	10,000	-	10,000	-	-	10,000
30161150-544100	C2417 PUBLIC ART IN PARKS	20,000	-	20,000	-	20,000	-	-	20,000
30161150-541500	C2419 WEBB BRIDGE PARK DOG PARK	50,000	45,215	-	4,785	4,785	4,785	-	-
30161150-541500	C2426 MAYFIELD PARK - MILTON IGA	130,000	-	-	130,000	130,000	4,853	-	125,148
30161150-541500	C2514 INNOV ACADEMY SOCCER	40,000	-	40,000	-	40,000	28,298	-	11,703
30161150-541500	C2515 PARK SECURITY IMPROVEMENTS	80,000	-	80,000	-	80,000	-	-	80,000
30161150-541300	C2519 GREENHOUSE (RUCKER PARK)	3,000	-	-	3,000	3,000	1,500	1,500	-
30161150-541500	G2507 LWCF GRANT MATCH (NORTH PARK LIGHTING)	500,001	101,164	300,000	98,837	398,837	-	-	398,837
	subtotal			\$ 1,454,380	\$ 2,699,748	\$ 4,154,128	\$ 1,470,068	\$ 219,114	\$ 2,464,946



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Account #	Project									
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	523,552	315,748	\$ -	\$ 207,804	\$ 207,804	\$ -	\$ -	\$ 207,804
30174150-544200	C1300	CITY ECON DEVELOPMENT TOOLKIT	245,760	202,010	-	43,750	43,750	-	-	43,750
30174150-541410	C1603	DESIGN SERVICES	649,604	493,832	62,400	93,372	155,772	17,486	21,795	116,491
30174150-542400	C2111	COMMUNITY DEVELOPMENT EQUIPMENT	21,001	16,037	-	4,964	4,964	2,470	-	2,494
30174150-521200	C2307	WINDWARD-HWY9 MASTER PLAN MOU	60,000	700	-	59,300	59,300	59,300	-	-
30174150-521200	C2401	NORTH POINT FRAMEWORK PLAN	200,000	20,506	-	179,494	179,494	147,419	31,683	392
30174150-523400	C2402	GARDEN DISTRICT SIGNAGE	12,700	6,350	-	6,350	6,350	4,488	-	1,862
30174150-544100	C2403	SOUTH MAIN DISTRICT	200,000	27,407	150,000	22,593	172,593	9,200	23,743	139,650
30174150-544100	C2404	BROOKSIDE PARK GATEWAY	300,000	-	225,000	75,000	300,000	6,488	22,012	271,500
30174150-541410	C2414	BROOKSIDE PARKWAY LAND DIET	40,000	-	-	40,000	40,000	5,280	34,720	-
30174150-544100	C2500	DWTN WAYFINDING SIGNAGE	36,000	-	12,000	24,000	36,000	16,269	16,269	3,462
30174150-544200	C2516	MILTON AVE LIGHTING	50,000	-	50,000	-	50,000	-	-	50,000
30174150-541410	C2517	ENTRY MONUMENTS	50,000	-	50,000	-	50,000	-	-	50,000
subtotal					\$ 549,400	\$ 756,627	\$ 1,306,027	\$ 268,399	\$ 150,223	\$ 887,405
Non-Departmental										
30190200-579000		NON-ALLOCATED			\$ 2,003,586	\$ 543,730	\$ 2,547,316	\$ -	\$ -	\$ 2,547,316
30190200-579011		MATCH (GRANTS UNDER REVIEW)			-	276,000	276,000	-	-	276,000
subtotal					\$ 2,003,586	\$ 819,730	\$ 2,823,316	\$ -	\$ -	\$ 2,823,316
Total					\$ 15,573,766	\$ 13,226,966	\$ 28,800,732	\$ 3,859,651	\$ 8,120,557	16,820,524



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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures		Available Budget
Encumbrances									
Account #	Project								
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS	522,470	412,470	\$ 110,000	\$ -	\$ 110,000	\$ 105,897		\$ 4,103
30290200-362000	REALIZED GAIN/LOSS INV	-	-	-	-	-	(4,220)		4,220
30290200-363000	UNREALIZED GAIN/LOSS INV	-	-	-	-	-	40,771		(40,771)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH	20,014,364	18,410,000	1,604,364	-	1,604,364	-		1,604,364
30290200-395000	CARRYFORWARD FUND BALANCE	6,276,426	-	285,636	5,990,790	6,276,426	-		6,276,426
	subtotal			\$ 2,000,000	\$ 5,990,790	\$ 7,990,790	\$ 142,448		\$ 7,848,342
	Total			\$ 2,000,000	\$ 5,990,790	\$ 7,990,790	\$ 142,448		\$ 7,848,342
Expenditures									
Public Works									
30241100-541430-C1308	SW PIPE & STRUCTURE R&M	17,069,356	9,811,131	\$ 2,000,000	\$ 5,258,225	\$ 7,258,225	\$ 1,471,450	\$ 799,838	\$ 4,986,937
30241100-541430-C2423	DOUGLAS ROAD DRAINAGE	11,768	11,700	-	68	68	68	-	1
30241100-541430-C2428	HARRIS ROAD DRAINAGE	122,595	-	-	122,595	122,595	115,345	-	7,250
30241100-541430-C2429	WINDWARD PKWY DRAINAGE	383,506	-	-	383,506	383,506	379,072	4,434	-
30241100-541430-C2518	MID-BORADWELL CULVERT	118,815	-	-	118,815	118,815	55,281	63,534	-
	subtotal			\$ 2,000,000	\$ 5,883,209	\$ 7,883,209	\$ 2,021,216	\$ 867,805	\$ 4,994,188
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 107,581	\$ 107,581	\$ -	\$ -	\$ 107,581
	subtotal			\$ -	\$ 107,581	\$ 107,581	\$ -	\$ -	\$ 107,581
	Total			\$ 2,000,000	\$ 5,990,790	\$ 7,990,790	\$ 2,021,216	\$ 867,805	\$ 5,101,769



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
 As of January 31, 2025

		Project Snapshot: FY2017 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
31890200-361000	INTEREST EARNINGS			\$ 900,000	\$ -	\$ 900,000	\$ 707,657		\$ 192,343
31890200-395000	CARRYFORWARD FUND BALANCE			-	27,383,446	27,383,446	-		27,383,446
	subtotal			\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 707,657		\$ 27,575,789
	Total			\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 707,657		\$ 27,575,789
Expenditures									
31841100-541420 C1712	ALPHALOOP	7,335,240	-	\$ -	\$ 7,335,240	\$ 7,335,240	\$ 58,877	\$ 622,332	\$ 6,654,032
31841100-541420 C2520	ALPHALOOP (ROSWELL ST)	43,675	-	-	43,675	43,675	20,300	23,376	-
31841100-541420 C2521	ALPHALOOP (DEVORE RD)	33,265	-	-	33,265	33,265	11,732	21,533	-
31841100-541420 C2522	ALPHALOOP (OMP TO THOMPSON)	52,725	-	-	52,725	52,725	23,769	28,957	-
31841100-541420 C2523	ALPHALOOP (HBR TO WESTSIDE)	35,095	-	-	35,095	35,095	9,271	25,824	-
31861150-541500 C0922	SYNTHETIC TURF	1,632,541	47,597	-	1,584,944	1,584,944	647,940	936,240	764
31861150-541500 C1911	EQUESTRIAN CENTER (CITY)	5,000,000	914,017	-	4,085,983	4,085,983	520,432	29,930	3,535,621
31861150-541500 C2011	WILLS PARK MASTER PLAN IMP	5,671,367	759,165	-	4,912,202	4,912,202	4,540	31,010	4,876,652
31861150-541500 C2216	UNION HILL PARK	3,250,002	581,769	-	2,668,233	2,668,233	74,790	41,848	2,551,596
31861150-541500 C2217	MID-BROADWELL PARK	496,021	494,463	-	1,558	1,558	1,558	-	0
31861150-541500 C2218	OLD RUCKER PARK	3,000,000	395,470	-	2,604,530	2,604,530	15,060	3,925	2,585,545
31861150-541500 C2219	FARMHOUSE PARK	2,000,000	30,570	-	1,969,430	1,969,430	-	-	1,969,430
31861150-541500 C2220	WATERS ROAD PARK	1,256,501	1,256,501	-	-	-	-	-	-
31861150-541500 C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-	-	-	-
31890200-579000	PARKS RESERVE	1,666,566	-	900,000	766,566	1,666,566	-	-	1,666,566
31890200-579012	RESERVE FOR ARBITRAGE	1,290,000	-	-	1,290,000	1,290,000	-	-	1,290,000
31890200-584000	DEBT ISSUANCE COSTS	368,549	368,549	-	-	-	-	-	-
	Total			\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 1,388,268	\$ 1,764,973	\$ 25,130,205



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
 As of January 31, 2025

Account #Project			Project Snapshot: FY2017-FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33590200-395000	CARRYFORWARD FUND BALANCE				\$ -	\$ 31,602,130	\$ 31,602,130	\$ -		\$ 31,602,130
33541100-361000	INTEREST EARNINGS				500,000	-	500,000	805,341		(305,341)
	Total				\$ 500,000	\$ 31,602,130	\$ 32,102,130	\$ 805,341		\$ 31,296,789
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33541100-541410	C1631	MCGINNIS FERRY IGA (FORSYTH)	5,026,414	1,228,787	-	3,797,627	3,797,627	90,569	-	3,707,058
33541100-541410	C1713	KIMBALL BR RD OP IMP.	1,359,742	1,297,487	-	62,255	62,255	-	61,170	1,085
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP.	5,579,475	3,066,278	-	2,513,197	2,513,197	355,192	406,723	1,751,283
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	876,389	-	-	-	-	-	-
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,427,989	1,427,989	-	-	-	-	-	-
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,000	2,811,714	-	2,074,286	2,074,286	-	2,074,286	0
33541100-541410	C2104	WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,472	692,472	-	-	-	-	-	-
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	6,678,124	294,485	-	6,383,639	6,383,639	492,168	5,675,480	215,991
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,001	3,666,445	-	2,333,556	2,333,556	331,152	815,015	1,187,390
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,001	2,217,194	-	14,782,807	14,782,807	1,468,832	12,679,983	633,992
33541100-541420	C2305	ALPHALOOP (OMP-NORTHWINDS)	825,000	825,000	-	-	-	-	-	-
33590200-579000	CONTINGENCY				500,000	(345,237)	154,763	-	-	154,763
	Total				\$ 500,000	\$ 31,602,130	\$ 32,102,130	\$ 2,737,912	\$ 21,712,656	\$ 7,651,562



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
 As of January 31, 2025

			Project Snapshot: FY2017-FY2024		FY 2025						
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures		Encumbrances	Available Budget
Account #	Project										
Revenue											
Non-Departmental											
33690200-313400	TSPLOST II				\$ -	\$ 18,883,508	\$ 18,883,508	\$ 7,588,164		\$ 11,295,344	
33641100-361000	INTEREST EARNINGS				300,000	-	300,000	446,959		(146,959)	
33690200-395000	CARRYFORWARD FUND BALANCE				-	15,625,733	15,625,733	-		15,625,733	
Total					\$ 300,000	\$ 34,509,241	\$ 34,809,241	\$ 8,035,123		\$ 26,774,118	
Expenditures											
33641100-541410	C1713	KIMBALL BR RD GAP	500,000	25,356	\$ -	\$ 474,644	\$ 474,644	\$ 95,190	\$ -	\$ 379,454	
33641100-541410	C2040	TRADEWINDS PARKWAY	3,500,000	437,015	-	3,062,985	3,062,985	-	-	3,062,985	
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,001	5,564,700	-	7,435,301	7,435,301	1,835,780	2,537,237	3,062,285	
33641100-541410	C2107	NORTH POINT PARKWAY IMP	7,750,001	263,800	-	7,486,201	7,486,201	102,422	337,220	7,046,559	
33641100-541410	G2505	NORTH POINT PARKWAY IMP (STBG CONST GRANT MATCH RESERVE)	1,250,000	-	-	1,250,000	1,250,000	-	-	1,250,000	
33641100-541410	G2506	NORTH POINT PARKWAY IMP (TIP CONST GRANT MATCH RESERVE)	1,000,000	-	-	1,000,000	1,000,000	-	-	1,000,000	
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	107,670	107,670	-	-	-	-	-	-	
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)	18,537	18,537	-	-	-	-	-	-	
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)	208,128	208,128	-	-	-	-	-	-	
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,001	93,685	-	256,316	256,316	136,973	119,343	-	
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,001	38,061	-	711,940	711,940	-	80,639	631,301	
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,002	611,856	-	3,388,146	3,388,146	340,210	2,782,912	265,024	
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	129,616	129,616	-	-	-	-	-	-	
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	146,000	-	-	-	-	-	-	
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,526	2,056	-	4,755,470	4,755,470	119,027	110,213	4,526,230	
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	11,110,929	11,041,215	-	69,714	69,714	7,522	62,182	10	
33641100-541410	C2427	DRYDEN RD EXTENSION	3,000,000	98	-	2,999,902	2,999,902	-	-	2,999,902	
33690200-579000	CONTINGENCY		1,918,622	-	300,000	1,618,622	1,918,622	-	-	1,918,622	
Total					\$ 300,000	\$ 34,509,241	\$ 34,809,241	\$ 2,637,123	\$ 6,029,746	\$ 26,142,373	



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of January 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
27074110-341321	IMPACT FEES STREETS & HIGHWAYS	3,691,936	3,691,936	\$ -	\$ -	\$ -	\$ 112,630		\$ (112,630)
27074110-341323	IMPACT FEES RECREATION & PARKS	8,506,029	8,506,029	-	-	-	119,710		(119,710)
27074110-341324	IMPACT FEES PUBLIC SAFETY	1,075,145	1,075,145	-	-	-	18,388		(18,388)
27074110-362000	REALIZED GAIN/LOSS			-	-	-	(4,098)		4,098
27074110-363000	UNREALIZED GAIN/LOSS			-	-	-	34,338		(34,338)
27074110-395000	CARRYFORWARD FUND BALANCE	5,603,670	-	353,820	5,249,850	5,603,670	-		5,603,670
27074110-361000	INTEREST EARNINGS	553,222	553,222	-	-	-	105,243		(105,243)
	Total			\$ 353,820	\$ 5,249,850	\$ 5,603,670	\$ 386,210		\$ 5,217,460
Expenditures									
Public Safety									
27031150-541300 C2501	FS 81 RENOVATIONS	170,000	-	\$ 170,000	\$ -	170,000	\$ -	\$ -	\$ 170,000
	subtotal			\$ 170,000	\$ -	\$ 170,000	\$ -	\$ -	\$ 170,000
Public Works									
27041100-541410 C1410	RUCKER RD CORRIDOR	1,002,447	1,001,847	\$ -	\$ 600	600	\$ -	\$ 600	\$ -
27041100-541410 G2502	NORTH POINT PARKWAY IMP (STBG ROW GRANT MATCH RESERVE)	1,250,000	-	-	1,250,000	1,250,000	-	-	1,250,000
	subtotal			\$ -	\$ 1,250,600	\$ 1,250,600	\$ -	\$ 600	\$ 1,250,000
Recreation, Parks & Cultural Services									
27061150-541500 C2011	WILLS PARK MASTER PLAN	328,634	21,930	\$ -	\$ 306,704	306,704	\$ -	\$ -	\$ 306,704
27061150-541500 C2035	NORTH PARK RESTROOM 1 - 4 (DESIGN)	183,820	-	183,820	-	183,820	-	-	183,820
27061150-541410 C2113	ENCORE GREENWAY GATEWAY	2,000,000	27,480	-	1,972,520	1,972,520	-	1,972,520	-
	subtotal			\$ 183,820	\$ 2,279,224	\$ 2,463,044	\$ -	\$ 1,972,520	\$ 490,524



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of January 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			\$ -	\$ 37,525	\$ 37,525	\$ -	\$ 37,525	\$ -
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	712,937	712,937	-	-	712,937
27074110-579002	NON-ALLOCATED PARKS				919,038	919,038	-	-	919,038
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			-	50,526	50,526	-	-	50,526
	subtotal			\$ -	\$ 1,720,026	\$ 1,720,026	\$ -	\$ 37,525	\$ 1,682,501
	Total			\$ 353,820	\$ 5,249,850	\$ 5,603,670	\$ -	\$ 2,010,645	\$ 3,593,025



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of January 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
27590150-314100	HOTEL/MOTEL TAXES	88,934,129	79,684,129	\$ 9,250,000	\$ -	\$ 9,250,000	\$ 4,624,611		\$ 4,625,389
27590150-319201	PEALTY/INT HOTEL/MOTEL TAX	(3,413)	(3,413)	-	-	-	1,053		(1,053)
27590150-362000	REALIZED GAIN/LOSS	7,903	7,903	-	-	-	(1,307)		1,307
27590150-363000	UNREALIZED GAIN/LOSS	117,443	117,443	-	-	-	8,953		(8,953)
27590150-361000	INTEREST EARNINGS	122,977	102,977	20,000	-	20,000	33,436		(13,436)
	subtotal			\$ 9,270,000	\$ -	\$ 9,270,000	\$ 4,666,747		\$ 4,603,253
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE	1,339,071	-	\$ -	\$ 1,339,071	\$ 1,339,071	\$ -		\$ 1,339,071
	subtotal			\$ -	\$ 1,339,071	\$ 1,339,071	\$ -		\$ 1,339,071
	Total			\$ 9,270,000	\$ 1,339,071	\$ 10,609,071	\$ 4,666,747		\$ 5,942,324
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	38,756,603	34,709,728	\$ 4,046,875	\$ -	\$ 4,046,875	\$ 2,023,728	\$ -	\$ 2,023,147
	subtotal			\$ 4,046,875	\$ -	\$ 4,046,875	\$ 2,023,728	\$ -	\$ 2,023,147
City of Alpharetta									
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	33,618,657	30,149,907	3,468,750	-	3,468,750	1,381,726	-	2,087,024
	subtotal			\$ 3,468,750	\$ -	\$ 3,468,750	\$ 1,381,726	\$ -	\$ 2,087,024
Tourism Product Development									
27590150-521200	PROFESSIONAL SERVICES	47,635	42,135	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ 5,500
27590150-579006	DEBT SERVICE RESERVE	2,392,485	736,822	331,662	1,324,001	1,655,663	-	-	1,655,663
27590450-541500	C2011 WILLS PARK MASTER PLAN	3,646,892	3,631,822	-	15,070	15,070	-	-	15,070
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	9,691,367	8,921,367	770,000	-	770,000	-	-	770,000
27590151-582100	D1600 INTEREST PAYMENT (2016 CONF CTR BOND)	6,673,580	6,026,367	647,213	-	647,213	323,606	-	323,607
	subtotal			\$ 1,754,375	\$ 1,339,071	\$ 3,093,446	\$ 323,606	\$ -	\$ 2,769,840
	Total			\$ 9,270,000	\$ 1,339,071	\$ 10,609,071	\$ 3,729,061	\$ -	\$ 6,880,010



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Confiscated Assets Fund (Fund 210; life-to-date for active projects)
 As of January 31, 2025

			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
DEA										
21031110-351300	CONFISCATION/FEDERAL SEIZURE		3,411,430	3,411,430	\$ -	\$ -	\$ -	\$ 35,486		\$ (35,486)
21031110-395000	CARRYFORWARD FUND BALANCE		346,851	-	43,800	303,051	346,851	-		346,851
	Total				\$ 43,800	\$ 303,051	\$ 346,851	\$ 35,486		\$ 311,365
Expenditures										
DEA										
21031110-523500	EMPLOYEE TRAVEL		47,178	32,030	\$ -	\$ 15,148	\$ 15,148	\$ -	\$ -	\$ 15,148
21031110-523700	EMPLOYEE TRAINING		66,279	63,779	-	2,500	2,500	-	-	2,500
21031110-531100	GENERAL SUPPLIES AND MATERIALS		127,897	107,620	-	20,277	20,277	-	-	20,277
21031110-542100	C2503	ARTIC FURNITURE	25,000	-	25,000	-	25,000	-	-	25,000
21031110-542100	C2507	DRONE 1ST RESPONDER PROGRAM	18,800	-	18,800	-	18,800	-	-	18,800
21031110-579000	CONTINGENCY			-	-	265,126	265,126	-	-	265,126
	Total				\$ 43,800	\$ 303,051	\$ 346,851	\$ -	\$ -	\$ 346,851



CITY OF ALPHARETTA

Financial Management Reports

Special Revenue Funds

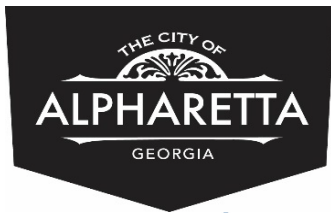
Opioid Settlement Fund (Fund 213; life-to-date for active projects)

As of January 31, 2025

		Project Snapshot: FY2024 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
State									
21331510-351920	OPIOID SETTLEMENT	61,930	61,930	\$ -	\$ -	\$ -	\$ 10,756		\$ (10,756)
21331510-395000	CARRYFORWARD	61,930	-	-	61,930	61,930	-		61,930
	subtotal			\$ -	\$ 61,930	\$ 61,930	\$ 10,756		\$ 51,174
	Total			\$ -	\$ 61,930	\$ 61,930	\$ 10,756		\$ 51,174
Expenditures									
State									
21331510-579000	CONTINGENCY	61,930	-	\$ -	\$ 61,930	\$ 61,930	\$ -	\$ -	\$ 61,930
	subtotal			\$ -	\$ 61,930	\$ 61,930	\$ -	\$ -	\$ 61,930
	Total			\$ -	\$ 61,930	\$ 61,930	\$ -	\$ -	\$ 61,930



OTHER REPORTS



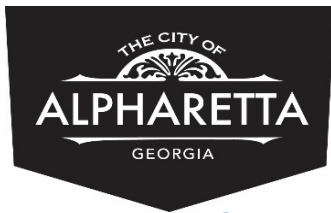
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2025

Vendor	Description	Department	\$ Amount
ACTIVE NETWORK INC	SOFTWARE MAINTENANCE/SUPPORT	Rec., Parks & Cultural Services	\$ 8,236.50
ADP LLC	DELINQUENT PROPERTY TAXES	General Government	\$ 11,544.62
AECOM TECHNICAL SERVICES	DESIGN BUILD SERVICES (NP ALPHALINK (ARC/LCI GRANT))	Public Works	\$ 12,480.33
AG & TURF CBD	AGRICULTURAL EQUIPMENT, IMPLEMENTS, AND ACCESSORIES	Rec., Parks & Cultural Services	\$ 40,044.40
ALCALDE & FAY LTD	LOBBY SERVICES	City Administration	\$ 5,000.00
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	\$ 463,944.08
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	\$ 21,939.37
ALPHARETTA CONV. & VISITORS BUREAU	TAX ALLOCATION FOR NOVEMBER FY25 OCCUPANCY	General Government	\$ 325,605.29
ALPHARETTA CONV. & VISITORS BUREAU	DECEMBER FY25 HOTEL/MOTEL OCCUPANCY TAX	General Government	\$ 299,414.29
AMERICAN FACILITY	CLEANING OF ROADSIDE PARK	Rec., Parks & Cultural Services	\$ 25,893.50
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 10,485.25
AMERICAN FACILITY	CLEANING OF ROADSIDE PARK	Various Departments	\$ 26,666.00
ANIMAL CONTROL	ANIMAL TRAPPING SERVICES	Public Works	\$ 47,651.50
ARBON EQUIPMENT CORP	DOOR AUTOMATIC OPERATOR INSTALLATION, MAINTENANCE	Public Works	\$ 12,200.62
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 17,187.21
ATKINSREALIS USA INC	PROJECT MANAGEMENT SERVICES (OLD MILTON PKWY CAPACITY IMP)	Public Works	\$ 42,909.01
ATKINSREALIS USA INC	CONSTRUCTION MANAGEMENT SERVICES (VARIOUS PROJECTS)	Public Works	\$ 27,147.12
AZIMUTH CONTRACTORS	CONSTRUCTION, HIGHWAY AND ROAD	Public Works	\$ 28,403.75
BACKBONE INFRASTRUCT	CONSTRUCTION, SEWER AND STORM DRAIN	Public Works	\$ 155,148.02
BARGE DESIGN SOLUTIO	DESIGNING SERVICES (EQUESTRIAN CENTER (CITY))	Rec., Parks & Cultural Services	\$ 36,440.00
BARGE DESIGN SOLUTIONS	DESIGNING SERVICES (EQUESTRIAN CENTER (CITY))	Rec., Parks & Cultural Services	\$ 91,100.00
BARNESLEY RESORT	HOTEL/MOTEL ACCOMMODATIONS (INCL. LODGES, RESORTS)	City Administration	\$ 16,488.14
BARRETT CONTRACTING	CONSTRUCTION MANAGEMENT SERVICES	Rec., Parks & Cultural Services	\$ 15,850.00
CAMBRIDGE INVESTMENT	PROFESSIONAL SERVICES	Finance	\$ 11,798.09



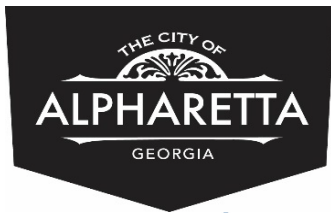
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2025

Vendor	Description	Department	\$ Amount
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Works	\$ 5,667.61
CARL BLACK BUICK GMC	2024 GMC CANYON REPAIRS	Risk Management	\$ 14,242.74
CHICK FIL A	OLD MILTON PKWY IMP-PARCEL 23	Public Works	\$ 41,700.00
CITY OF MILTON	LEASE - COURTROOM IGA DEC 24	Municipal Court	\$ 6,775.00
CITY OF MILTON	LEASE - COURTROOM IGA JAN 25, FEB 25	Municipal Court	\$ 13,550.00
CIVICPLUS	WEB PAGE DESIGN, MANAGEMENT AND MAINTENANCE SERVICE	City Administration	\$ 25,172.91
CORPORATE BILLING	ACCOUNT 661318 DEC 2024	Public Safety	\$ 48,367.00
CRITICAL COMPONENTS	BACK-UP SYSTEMS, BATTERY OPERATED (EMERGENCY)	Public Works	\$ 17,750.03
CSTE INC	CONSTRUCTION, CURB AND GUTTER (INCLUDES MAINTENANCE)	Public Works	\$ 42,797.25
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 5,660.17
DANA SAFETY SUPPLY I	AUTOMOBILES, POLICE AND SECURITY EQUIPPED	Public Safety	\$ 59,303.46
DC POOL SERVICE LLC.	SWIMMING POOL MANAGEMENT AND OPERATION	Rec., Parks & Cultural Services	\$ 7,425.00
DC POOL SERVICE LLC.	SWIMMING POOL MANAGEMENT AND OPERATION	Rec., Parks & Cultural Services	\$ 5,375.00
DELL MARKETING LP	MICROCOMPUTERS, HANDHELD, LAPTOP, AND NOTEBOOK	Information Technology	\$ 5,664.00
DIX.HITE + PARTNERS	DESIGNING SERVICES (UNION HILL PARK)	Rec., Parks & Cultural Services	\$ 33,529.52
DIX.HITE + PARTNERS	DESIGNING SERVICES (UNION HILL PARK)	Rec., Parks & Cultural Services	\$ 9,810.00
ECHOLS	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 7,775.00
ELARBEE THOMPSON	PROFESSIONAL SERVICES RENDERED THROUGH 12/31/24	Legal Services	\$ 11,271.35
EMILY J. CASTLEBERRY	CUMMING ST. CORRIDOR PARCEL 10	Public Works	\$ 19,500.00
FLOCK GROUP INC	SURVEILLANCE CAMERAS AND COUNTER-SURVEILLANCE EQUIPMENT	Public Safety	\$ 238,000.00
FULTON COUNTY BOARD OF COMMISSIONERS	DEC 2024 LVAP	Public Safety	\$ 5,016.86
FULTON COUNTY BOARD OF EDUCATION	DECEMBER FUEL BILL	Various Departments	\$ 36,247.16
FULTON COUNTY SUPERIOR COURT	OLD MILTON PKWY IMPROVEMENT-PARCEL 22	Public Works	\$ 99,600.00
FULTON COUNTY SUPERIOR COURT	WEBB BRIDGE ROAD PARCEL 5	Public Works	\$ 17,800.00
G&E REAL ESTATE MGMT	DELINQUENT PROPERTY TAXES	General Government	\$ 13,239.49
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 6,685.32



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2025

Vendor	Description	Department	\$ Amount
GARLAND DBS INC	WEATHER AND WATERPROOFING MAINTENANCE AND REPAIRS	Public Works	\$ 12,381.00
GEORGIA BRIDGE AND CONCRETE	CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)	Public Works	\$ 465,178.80
GEORGIA BRIDGE AND CONCRETE	CONSTRUCTION, WATER SYSTEM/PLANTS, MAIN AND SERVICE	Public Works	\$ 18,000.00
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 15,517.80
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 7,352.71
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 197,771.56
GEORGIA SUPERIOR COURT CLERK'S	DEC 24 MONTHLY DISBURSEMENT REPORT	Public Safety	\$ 23,502.15
GREENTREE BEDDING	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 5,947.20
HASLEY RECREATION	BENCHES, PARK (INCLUDING BUS STOP BENCHES)	Rec., Parks & Cultural Services	\$ 6,880.00
HORSE & PLOW LANDSCAPING	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 5,925.00
HOWARD BROTHERS	BLOWERS: INDUSTRIAL TYPES	Rec., Parks & Cultural Services	\$ 11,352.00
INLINER SOLUTIONS	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	\$ 85,641.40
JARRARD & DAVIS	LEGAL SERVICES	Legal Services	\$ 65,007.64
JULOTA	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 12,298.65
KECK & WOOD INC	DESIGNING SERVICES (VARIOUS ALPHALOOP PROJECTS)	Public Works	\$ 7,947.50
KECK & WOOD INC	DESIGNING SERVICES (VARIOUS ALPHALOOP PROJECTS)	Public Works	\$ 31,929.48
KIMBROUGH INDUSTRIAL	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Public Works	\$ 22,218.25
KRISTEN THIGPEN ORR	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,000.00
LANDERT, LLC	OLD MILTON PKWY IMP-PARCEL 16	Public Works	\$ 9,500.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 9,735.68
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 33,404.40
LEADSONLINE LLC	IT PROFESSIONAL SERVICES	Public Safety	\$ 12,964.00
LEXISNEXIS RISK SOLUTIONS	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 22,450.00
LIGHTHOUSE HEALTH AND WELLNESS	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 6,000.00
MAC PARKVIEW ONE LLC	DELINQUENT PROPERTY TAXES	General Government	\$ 22,060.43
MATT MITCHELL DESIGN	DESIGNING SERVICES (COMM AG PROGRAM (SPONSOR))	Rec., Parks & Cultural Services	\$ 11,000.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2025

Vendor	Description	Department	\$ Amount
MAULDIN & JENKINS	ACCOUNTING/AUDITING/BUDGET CONSULTING	Finance	\$ 40,750.00
MEER ELECTRIC	LIGHTING SERVICES FOR PARKS, ATHLETIC FIELDS, PARK	Rec., Parks & Cultural Services	\$ 12,361.03
MICHAEL P. HALEY	PARCEL 3	Public Works	\$ 29,600.00
MOFFATT & NICHOL	DESIGN BUILD SERVICES (MID-BROADWELL CULVERT)	Public Works	\$ 34,581.15
MOFFATT & NICHOL	DESIGNING SERVICES (VARIOUS PROJECTS)	Public Works	\$ 8,544.00
MOFFATT & NICHOL	DESIGN BUILD SERVICES (MID-BROADWELL CULVERT)	Public Works	\$ 13,571.10
MORTON SALT	ROAD MAINTENANCE SALT (SEE CLASS 192 FOR ICE REMOVAL)	Public Works	\$ 24,263.90
MOTOROLA SOLUTIONS	RADIO AND TELECOMMUNICATIONS EQUIPMENT AND ACCESSO	Public Safety	\$ 102,880.00
MXI ENVIRONMENTAL SERVICES LLC	HAZARDOUS MATERIAL AND WASTE SERVICES	Finance	\$ 23,102.66
NEXTERA ENERGY SERVICES	NATURAL GAS UTILITIES	Various Departments	\$ 6,541.88
NORTH FULTON REGIONAL RADIO SYS AUTHORITY	RADIO FREQUENCY ACCESS SERVICES	Various Departments	\$ 295,396.65
OHMSHIV	CONSTRUCTION, SIDEWALK AND DRIVEWAY	Public Works	\$ 321,125.39
PEACE OFFICER'S ANNUITY BENEFIT FUND OF GA	MUNICIPAL COURT FINES	Public Safety	\$ 10,819.19
POND & COMPANY	BRIDGE ENGINEERING	Public Works	\$ 8,700.00
PREMIER EVENTS LLC	EVENT PLANNING SERVICES	Rec., Parks & Cultural Services	\$ 17,500.00
RAM ENTERPRISES, INC	RETAINAGE PAYABLE: Contract Withholding: 24-106	General Government	\$ 30,002.50
RINGCENTRAL, INC.	COMMUNICATION SYSTEMS, INTEGRATED (INCLUDES TELEPHONE)	Information Technology	\$ 9,443.21
RINGCENTRAL, INC.	COMMUNICATION SYSTEMS, INTEGRATED (INCLUDES TELEPH	Information Technology	\$ 9,671.01
RUMMEL, KLEPPER & KAHL, LLP	SW PIPE & STRUCTURE R&M	Public Works	\$ 24,960.00
RURAL METRO	EMERGENCY MEDICAL SERVICES (INCL. EMERGENCY AMBULANCE)	Public Safety	\$ 31,317.99
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 57,343.66
RUSSELL LANDSCAPE	LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING)	Public Works	\$ 29,895.50
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 111,424.12
SHI INTERNATIONAL CO	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 38,826.00
SKY DESIGN	DESIGNING SERVICES (BROOKSIDE PARK GATEWAY)	Community Development	\$ 6,488.19
SPRINTURF	TURF, ARTIFICIAL, INDOOR AND OUTDOOR	Rec., Parks & Cultural Services	\$ 647,940.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended January 31, 2025

Vendor	Description	Department	\$ Amount
STEPHEN A. LASER ASSOCIATES	PSYCHOLOGISTS/PSYCHOLOGICAL AND PSYCHIATRIC SERVICES	Human Resources	\$ 6,900.00
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Public Safety	\$ 9,149.32
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	\$ 7,916.67
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	\$ 7,916.67
TEN 8 FIRE & SAFETY	AUTOMOBILES AND OTHER PASSENGER VEHICLES	Public Safety	\$ 7,912.86
TEN 8 FIRE & SAFETY	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 9,665.65
TERRAMARK LAND	SURVEYOR SERVICES, LAND	Public Works	\$ 5,124.79
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS	Rec., Parks & Cultural Services	\$ 13,446.33
TRI SCAPES	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 46,904.38
TRI SCAPES	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS	Public Works	\$ 6,000.00
TRUIST BANK	PCARD LIABILITY	General Government	\$ 138,402.38
TURFPLANER OF GEORGIA	GRADING (OF PARKING LOTS, ETC. - NOT ROAD BUILDING	Rec., Parks & Cultural Services	\$ 9,600.00
UNIVERSAL CONCEPTS	DECORATIONS: CHRISTMAS, PARTY, ETC.	Rec., Parks & Cultural Services	\$ 57,937.50
UNPLUGGED PERFORMANCE	OFFSET PRINTING, GENERAL, SMALL PRESS WORK	Public Safety	\$ 249,303.00
VERIZON WIRELESS	TELECOMMUNICATION SERVICES	Various Departments	\$ 5,081.27
VERIZON WIRELESS	TELEPHONE SERVICES, CELLULAR	Various Departments	\$ 14,675.09
VERTICAL EARTH	CONSTRUCTION, HIKE AND BIKE TRAIL	Public Works	\$ 58,995.70
YANCEY BROS CO	ASPHALT AND CONCRETE SCRAPERS, PROFILERS, AND MILLING	Public Works	\$ 49,990.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended January 31, 2025

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
25000536	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	INFORMATION TECHNOLOGY	\$ 5,500.00	ARCGIS HUB PREMIUM ONLINE COMMUNITY SUBSCRIPTION
25000537	HOWARD BROTHERS, INC	REC., PARKS & CULTURAL SVCS	\$ 11,352.00	(1) WINDSTORM BLOWER
25000540	LIGHTHOUSE HEALTH AND WELLNESS	PUBLIC SAFETY	\$ 6,000.00	APEX EXTRA JOB SOFTWARE
25000541	CARL BLACK BUICK GMC LLC	PUBLIC WORKS	\$ 5,455.64	VEHICLE REPAIRS FOR EN1138
25000542	TEN 8 FIRE & SAFETY EQUIPMENT OF GEORGIA	PUBLIC SAFETY	\$ 7,912.86	VEHICLE REPAIRS FOR FD8079
25000546	NOVA ENGINEERING & ENVIRONMENTAL LLC	PUBLIC WORKS	\$ 6,870.00	GEOTECHNICAL EVALUATION FOR CUMMING ST SIDEWALK IMPROVEMENTS
25000547	KIMBROUGH INDUSTRIAL GROUP LLC	PUBLIC WORKS	\$ 9,844.15	HVAC REPLACEMENT FOR EQUESTRIAN CENTER MEN'S RESTROOM
25000548	DREAM GARAGE GURUS LLC	PUBLIC WORKS	\$ 32,000.00	CITY HALL PARKING GARAGE EPOXY COATING TO STAIRWELLS, LANDINGS
25000551	TERRAMARK LAND SURVEYING INC	PUBLIC WORKS	\$ 35,025.00	TOPOGRAPHIC SURVEY OF WEBB BRIDGE RD FROM MORRIS RD PAST NORTH POINT PKWY
25000553	MORTON SALT, INC.	PUBLIC WORKS	\$ 8,279.50	(50) TONS OF BULK SAFE-T-SALT
25000554	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	\$ 12,361.03	ELECTRICAL SERVICES FOR HOLIDAY LIGHTS AND OUTLETS
25000559	MORTON SALT, INC.	PUBLIC WORKS	\$ 16,559.00	(100) TONS OF BULK SAFE-T-SALT
25000562	TEN 8 FIRE & SAFETY EQUIPMENT OF GEORGIA	PUBLIC SAFETY	\$ 9,615.56	VEHICLE REPAIRS FOR FD3618
25000565	LEADSONLINE LLC	PUBLIC SAFETY	\$ 12,964.00	LEADSONLINE TOTAL TRACK PLUS METAL THEFT INVESTIGATIONS SYSTEM RENEWAL
25000568	WINSTON'S OUTDOOR CONTRACTORS, LLC	PUBLIC WORKS	\$ 21,500.82	BRICK PAVER MAINTENANCE AND REPAIRS IN DOWNTOWN
25000569	A TIME TO CREATE LLC	REC., PARKS & CULTURAL SVCS	\$ 6,210.00	INSTRUCTOR SERVICES FOR CLASSES AND CAMPS
25000573	REXEL USA, INC.	PUBLIC WORKS	\$ 17,750.00	STREETLIGHT REPAIRS STOCK
25000574	CONCRETE LEVELING SOLUTIONS INC.	PUBLIC WORKS	\$ 12,136.00	SIDEWALK LIFT AND STABILIZATION AT EMERSON HALL SUBDIVISION
25000576	MARY JANE POTTER	REC., PARKS & CULTURAL SVCS	\$ 8,100.00	SCOUTING AND TALENT BOOKING FOR MUSIC MATCH PROGRAM
25000577	THE ACTIVE NETWORK INC	REC., PARKS & CULTURAL SVCS	\$ 8,236.50	(17) ACTIVENET PAYMENT DEVICES
25000580	LASER PRODUCTS, LLC	REC., PARKS & CULTURAL SVCS	\$ 11,200.00	TURFPLANING OF BACK ARCS AT FIELDS 1-8 AT NORTH PARK

**City of Alpharetta
Balance Sheet
Governmental Funds
January 31, 2025**

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS								
Cash / Cash Equivalents / Investments	\$ 52,058,332	\$ 11,326,933	\$ 944,945	\$ 26,874,338	\$ 29,952,872	\$ 21,470,179	\$ 19,214,696	\$ 161,842,296
Receivables (net of allowance for uncollectibles)								
Taxes Receivable								
Property Taxes	1,898,342	-	-	-	-	-	1,421	1,899,763
Other Taxes	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Accounts	994,544	-	-	-	-	-	305,425	1,299,969
Due from Other Funds	553,582	-	-	-	-	-	2,831	556,413
Intergovernmental Receivable	8,236	79,456	50,000	-	-	-	-	137,692
Cash - Restricted	251,580	251,564	-	-	-	-	-	503,145
Total Assets	55,764,617	11,657,954	994,945	26,874,338	29,952,872	21,470,179	19,524,373	166,239,278
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	893,129	278,398	-	31,929	28,050	19,500	103,687	1,354,694
Retainage Payable	-	2,714	55,174	33,817	141,194	346,542	80,787	660,229
Intergovernmental Payable	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	269,177	-	-	-	-	-	-	269,177
Due to Other Funds	-	-	458,221	-	-	-	15,853	474,075
Deferred Revenue	3,861,677	79,456	23,915	-	-	-	309,676	4,274,725
Unearned Revenue	178,938	-	75,000	-	-	-	1,626	255,564
Non-Current								
Unclaimed Property	105,106	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	5,308,028	360,568	612,311	65,747	169,244	366,042	511,630	7,393,570
Fund Balances:								
Restricted for:								
Capital Projects	-	353,514	(108,628)	22,087,052	7,916,209	13,155,769	5,757,958	49,161,873
Law Enforcement	-	-	-	-	-	-	155,104	155,104
Emergency Telephone Activities	-	-	-	-	-	-	(648,011)	(648,011)
Debt Service	-	-	-	-	-	-	4,940,761	4,940,761
Promotion of Tourism	-	-	-	-	-	-	629,927	629,927
Assigned for:								
Grant Projects	-	276,000	-	-	-	-	103,280	379,280
Arbitrage	-	-	-	1,290,000	-	-	-	1,290,000
Encumbrances	3,616,829	8,120,557	442,284	1,764,973	21,712,656	6,029,746	3,316,409	45,003,453
Unallocated	46,839,760	2,547,316	48,979	1,666,566	154,763	1,918,622	4,757,315	57,933,321
Total Fund Balances	50,456,589	11,297,386	382,634	26,808,592	29,783,628	21,104,136	19,012,742	158,845,708
Total Liabilities and Fund Balances	\$ 55,764,617	\$ 11,657,954	\$ 994,945	\$ 26,874,338	\$ 29,952,872	\$ 21,470,179	\$ 19,524,373	\$ 166,239,278

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended January 31, 2025

	Major Governmental Funds						Non-Major	Total
	General	Capital	Capital	S2022 Const	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
REVENUES								
Taxes:								
Property Tax	\$ 33,536,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,005,636	\$ 39,541,831
Local Option Sales Tax	11,514,085	-	-	-	-	-	-	11,514,085
Transportation SPLOST	-	-	-	-	-	7,588,164	-	7,588,164
Other Taxes	8,918,465	-	-	-	-	-	4,625,664	13,544,130
Licenses and permits	2,754,614	-	-	-	-	-	-	2,754,614
Intergovernmental	75,492	401,700	2,036,894	-	-	-	1,762,650	4,276,735
Charges for services	2,560,973	-	-	-	-	-	87,874	2,648,847
Impact Fees	-	-	-	-	-	-	250,728	250,728
Fines/Forfeitures	1,340,193	-	-	-	-	-	20,599	1,360,792
Investment earnings (Loss)	954,044	362,585	28,103	813,413	919,410	527,361	436,514	4,041,429
Contributions and Donations	46,553	46,541	-	-	-	-	2,308	95,402
Misc Revenue	68,615	-	-	-	-	-	-	68,615
Other	-	-	-	-	-	-	-	-
Total revenues	61,769,230	810,825	2,064,997	813,413	919,410	8,115,526	13,191,972	87,685,372
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	-	-
General government	7,964,442	338,652	-	-	-	-	2,349,684	10,652,778
Public safety	25,933,400	1,172,648	-	-	-	-	3,382,033	30,488,081
Public works	6,106,172	612,074	1,127,800	123,948	2,737,912	2,637,123	2,021,216	15,366,245
Economic and community development	2,665,374	268,399	-	-	-	-	-	2,933,773
Alpharetta Business Community	-	-	-	-	-	-	-	-
Culture and recreation	8,004,922	1,472,351	-	1,264,320	-	-	17,524	10,759,117
Contingency	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-
Debt service:								
Principal	-	-	-	-	-	-	226,006	226,006
Interest	35,989	-	-	-	-	-	1,594,050	1,630,038
Other Costs	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	50,710,298	3,864,125	1,127,800	1,388,268	2,737,912	2,637,123	9,590,513	72,056,038
Excess (deficiency) of revenues over (under) expenditures	11,058,932	(3,053,300)	937,197	(574,855)	(1,818,502)	5,478,403	3,601,459	15,629,334
OTHER FINANCING SOURCES (USES)								
Transfers in	1,381,726	-	-	-	-	-	-	1,381,726
Transfers out	-	-	-	-	-	-	(1,381,726)	(1,381,726)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	25,768	-	-	-	-	-	-	25,768
Sale of non-capital assets	5,336	-	-	-	-	-	-	5,336
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	1,412,830	-	-	-	-	-	(1,381,726)	31,104
Net change in fund balances	12,471,762	(3,053,300)	937,197	(574,855)	(1,818,502)	5,478,403	2,219,733	15,660,438
Fund balances - beginning	37,984,828	14,350,686	(554,563)	27,383,447	31,602,130	15,625,733	16,793,010	143,185,270
Fund balances - ending	\$ 50,456,589	\$ 11,297,386	\$ 382,634	\$ 26,808,592	\$ 29,783,628	\$ 21,104,136	\$ 19,012,742	\$ 158,845,708

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
January 31, 2025

	Special Revenue							Total Non-major		
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	Opioid Settlement Fund	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 2,285,590	\$ 6,011,802	\$ 382,338	\$ 27,136	\$ 196,207	\$ (160,145)	\$ 72,686	\$ 5,896,260	\$ 4,502,822	\$ 19,214,696
Taxes Receivable	1,421	-	-	-	-	-	-	-	-	1,421
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	305,425	-	305,425
Intergovernmental Receivable	-	-	-	-	2,831	-	-	-	-	2,831
Due From Other Funds	-	-	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	2,287,011	6,011,802	382,338	27,136	199,038	(160,145)	72,686	6,201,685	4,502,822	19,524,373
LIABILITIES										
Accounts Payable	-	-	-	-	7,786	88,555	-	-	7,347	103,687
Retainage Payable	-	-	-	-	-	-	-	-	80,787	80,787
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	15,853	-	-	-	15,853
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	1,421	-	-	-	2,831	-	-	305,425	-	309,676
Unearned Revenue	-	-	-	-	-	-	-	1,626	-	1,626
Total Liabilities	1,421	-	-	-	10,617	104,408	-	307,051	88,134	511,630
FUND BALANCES										
Restricted:										
Capital Projects	-	2,318,656	-	-	-	-	-	-	3,439,302	5,757,958
Law Enforcement	-	-	117,212	27,136	-	-	10,756	-	-	155,104
Promotion of Tourism	629,927	-	-	-	-	-	-	-	-	629,927
Emergency Telephone Activities	-	-	-	-	-	(648,011)	-	-	-	(648,011)
Debt Service	-	-	-	-	-	-	-	4,940,761	-	4,940,761
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	103,280	-	-	-	-	103,280
Encumbrances	-	2,010,645	-	-	54,500	383,459	-	-	867,805	3,316,409
Unallocated	1,655,663	1,682,501	265,126	-	30,641	-	61,930	953,873	107,581	4,757,315
Total Fund Balances	2,285,590	6,011,802	382,338	27,136	188,421	(264,553)	72,686	5,894,634	4,414,688	19,012,742
Total Liabilities and Fund Balances	\$ 2,287,011	\$ 6,011,802	\$ 382,338	\$ 27,136	\$ 199,038	\$ (160,145)	\$ 72,686	\$ 6,201,685	\$ 4,502,822	\$ 19,524,373

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended January 31, 2025

	Special Revenue							Total Non-major		
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	Opiod Settlement Fund	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 4,625,664	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,625,664
Property tax	-	-	-	-	-	-	-	6,005,636	-	6,005,636
Charges for Service	-	-	-	-	87,874	-	-	-	-	87,874
Impact Fees	-	250,728	-	-	-	-	-	-	-	250,728
Forfeiture Income	-	-	-	9,843	-	-	10,756	-	-	20,599
Intergovernmental	-	-	35,486	-	39,081	1,688,083	-	-	-	1,762,650
Contributions & Donations	-	-	-	-	2,308	-	-	-	-	2,308
Investment Earnings (Loss)	49,914	157,403	-	-	4,240	(3,770)	-	69,249	159,477	436,514
Other	-	-	-	-	-	-	-	-	-	-
Total revenues	4,675,579	408,131	35,486	9,843	133,502	1,684,313	10,756	6,074,885	159,477	13,191,972
EXPENDITURES:										
Tourism	2,347,334	-	-	-	-	-	-	-	-	2,347,334
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	-	-	-	17,524	-	-	-	-	17,524
Public Safety	-	-	-	14,808	32,894	3,334,330	-	-	-	3,382,033
Public Works	-	-	-	-	-	-	-	-	2,021,216	2,021,216
General Government	-	-	-	-	-	-	-	2,350	-	2,350
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	226,006	-	-	-	226,006
Interest	-	-	-	-	-	-	-	1,594,050	-	1,594,050
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	2,347,334	-	-	14,808	50,418	3,560,337	-	1,596,400	2,021,216	9,590,513
Excess (deficiency) of revenues over expenditures	2,328,245	408,131	35,486	(4,965)	83,084	(1,876,024)	10,756	4,478,485	(1,861,739)	3,601,459
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(1,381,726)	-	-	-	-	-	-	-	-	(1,381,726)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(1,381,726)	-	-	-	-	-	-	-	-	(1,381,726)
Net change in fund balances	946,518	408,131	35,486	(4,965)	83,084	(1,876,024)	10,756	4,478,485	(1,861,739)	2,219,733
Fund balances - beginning	1,339,072	5,603,671	346,852	32,101	105,337	1,611,471	61,930	1,416,149	6,276,427	16,793,010
Fund balances - ending	\$ 2,285,590	\$ 6,011,802	\$ 382,338	\$ 27,136	\$ 188,421	\$ (264,553)	\$ 72,686	\$ 5,894,634	\$ 4,414,688	\$ 19,012,742

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
January 31, 2025

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,577,220
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	42,855
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,620,075</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,620,075</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	14,345
Accounts Payable/ Customer Credit Balances	39,235
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	263
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>53,843</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>53,843</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,566,232
Total Net Assets	<u>1,566,232</u>
Total Liabilities & Net Assets	<u>\$ 1,620,075</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended January 31, 2025

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 4,398,506
Misc Revenue	-
Total operating revenues	<u>4,398,506</u>
Operating expenses:	
Administration	5,685,834
Non-departmental	-
Total operating expenses	<u>5,685,834</u>
Operating Gain (loss)	(1,287,328)
Non-operating revenues (expenses):	
Investment earnings (Loss)	<u>36,881</u>
Total non-operating revenue (expenses)	<u>36,881</u>
Income (loss) before transfers	(1,250,447)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(1,250,447)
Total net assets-beginning	<u>15,351</u>
Total net assets-ending (net of encumbrances)	<u>(1,235,097)</u>
Adjustments to GAAP basis:	
Encumbrances	2,801,328
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 1,566,232</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of January 31, 2025 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ 138,100		\$ (138,100)
99575100-361000	Investment Earnings	-	9,314		(9,314)
99575100-371000-C1532	Tech Alpharetta Operational Funding (IGA with COA)	95,000	23,750		71,250
(2) 99575100-381000-C1535	Tech Alpharetta Incubator Operations	23,700	7,355		-
	subtotal	\$ 118,700	\$ 178,519		\$ (76,164)
(1) 99575100-395000	Carryforward Fund Balance	\$ 284,976	\$ -		\$ 284,976
	subtotal	\$ 284,976	\$ -		\$ 284,976
	Total	\$ 403,676	\$ 178,519		\$ 208,812
Expenditures					
99575100-571000	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	Tech Alpharetta Operational Funding	95,000	63,333	31,667	-
(2) 99575100-544100-C2525	Tech Alpharetta Relocation MOU	30,000	27,865	-	2,135
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C2210	Downtown Economic Development Initiative	10,000	-	-	10,000
99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
	subtotal	\$ 238,448	\$ 91,198	\$ 31,667	\$ 115,583
(2) 99575100-523860-C1535	Tech Alpharetta Incubator Operation (Maint. Contracts)	\$ 12,000	\$ 2,888	\$ -	\$ 9,112
(2) 99575100-531200-C1535	Tech Alpharetta Incubator Operation (Misc. Utilities)	1,100	316	-	784
(2) 99575100-531210-C1535	Tech Alpharetta Incubator Operation (Water/Sewer)	1,200	43	-	1,157
(2) 99575100-531220-C1535	Tech Alpharetta Incubator Operation (Natural Gas)	5,000	880	-	4,120
(2) 99575100-531230-C1535	Tech Alpharetta Incubator Operation (Electricity)	4,400	1,962	-	2,438
	subtotal	\$ 23,700	\$ 6,089	\$ -	\$ 17,611
99575100-579000	Reserve	\$ 141,528	\$ -	\$ -	\$ 141,528
	Total	\$ 403,676	\$ 97,288	\$ 31,667	\$ 274,722

- (1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.
- (2) These initiatives are complete with no further collections/expenses anticipated.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of January 31, 2025 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 284,976		
Revenues collected to date			178,519		
Expenditures incurred to date			(97,288)		
Fund Balance (current)			\$ 366,208		
Forecasted revenue collections (Tech Alpharetta Operational Funding from the City)			71,250		
Fund Balance*			\$ 437,458		
Fund Balance Allocation (forecasted):					
Non-Spendable (unspent/remaining project allocations)			\$ 145,115		
Spendable (available for investment by the Board)			292,343		
			\$ 437,458		

* May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
January 31, 2025

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 366,208
Investments	-
Receivables	0
Restricted Cash for Bond Issuance Costs	-
Total Assets	366,208

LIABILITIES

Current Liabilities:

Accounts Payable	-
Deferred Revenue	0
Due to Other Funds	-
Total Current Liabilities	0

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	0

Fund Balance

Restricted	145,115
Unallocated	221,093
Total Fund Balance	366,208

Total Liabilities & Fund Balance	\$ 366,208
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended January 31, 2025

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 138,100
State Grant	-
Fees	-
Contributions & Donations	23,750
Miscellaneous Income-Interest	9,314
Miscellaneous Revenue	<u>7,355</u>
Total Revenues	<u>178,519</u>
Expenditures	
Economic Development	122,865
Maintenance Contracts	2,888
Donation to private source	-
Utilities - Miscellaneous	3,201
Debt Service:	
Principal	-
Interest	<u>-</u>
Total Expenditures	<u>128,954</u>
Excess (deficiency) of revenues over (under) expenditures	49,565
Other Financing Sources (Uses)	
Sale of capital assets	<u>-</u>
Net Change in Fund Balances	49,565
Fund Balance, Beginning of Year	<u>284,976</u>
Encumbrances	31,667
Fund Balance, End of Year	<u>366,208</u>





STAFF REPORT

Department: City Clerk

Submitted By:

Meeting Date: March 24, 2025

AGENDA ITEM:

The following public hearing items were advertised, however, have been deferred by the applicant or staff and are shown on this agenda for additional public noticing.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: Community & Economic Development

Submitted By: Michael Woodman

Meeting Date: March 24, 2025

AGENDA ITEM:

MP-25-01/CU-25-05 Fulton Science Academy/Cousins Westside MP Pod R

DEFERRED: This item has been deferred by the Applicant and will not be heard by the City Council during this meeting.

Consideration of a master plan amendment and conditional use to allow a 'School, Academic' to re-use an existing office building on a 4.48-acre property in the North Point Overlay. A master plan amendment is requested to add 'School, Academic' to the Cousins Westside Master Plan Pod R and a conditional use is requested to allow 'School, Academic' for Fulton Science Academy. The property is located at 8995 Westside Parkway and is legally described as being located in Land Lot 691, 1st District, 2nd Section, Fulton County, Georgia.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: Community & Economic Development

Submitted By: Michael Woodman

Meeting Date: March 24, 2025

AGENDA ITEM:

MP-25-04/CLUP-25-02/Z-25-03/V-25-03 Empire Communities/Lifehope MP

DEFERRED: This item has been deferred by the Applicant and will not be heard by the City Council during this meeting.

Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning, and variance to allow for 211 'For-Sale' townhomes on 26.57 acres. A master plan amendment is requested to the Lifehope/Siemens Master Plan to allow the proposed residential development. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'High Density Residential' and a rezoning is requested from O-1 (Office-Institutional) to R-8A (Dwelling, 'For-Sale', Attached Residential). Variances are requested to Unified Development Code (UDC) Subsection 2.2.9(D) to reduce minimum lot width, reduce minimum floor area, and increase building height; UDC Subsection 2.3.1(D) to allow retaining walls in building setbacks; UDC Subsection 2.5.4(B) to reduce minimum driveway width and allow required parking to be uncovered or unenclosed; UDC Subsection 3.2.8(B)(1) to reduce undisturbed buffers; UDC Subsection 3.2.8(D) to eliminate the landscape strip in certain areas along new local streets; UDC Subsection 3.5.2 to allow modifications to the City design standard for new local streets; and UDC Subsection 3.5.5(A) to allow sidewalks on only 1 side of the street. The property is located at 0 Old Milton Parkway and is legally described as being located in Land Lot 908, 1st District, 2nd Section, Fulton County, Georgia.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: Community & Economic Development

Submitted By: Michael Woodman

Meeting Date: March 24, 2025

AGENDA ITEM:

PH-25-03 Unified Development Code Text Amendments – Zoning Districts and Permitted Use Districts and Regulations

DEFERRED: This item has been deferred by the staff and will not be heard by the City Council during this meeting.

Consideration of text amendments to Section 2.1 Zoning Districts and Section 2.2 Permitted Use Districts and Regulations of Article II of the Unified Development Code to clean up zoning district titles and descriptions and to clarify that certain zoning districts are in accordance with a specific master plan.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: March 24, 2025

AGENDA ITEM:

Fiscal Year 2025 HVAC Replacements

Consideration of approval to award a HVAC Replacment to AComfort for an amount of \$65,816.00 for the removal of existing HVAC equipment, purchase of new HVAC equipment, and installation of the new HVAC Equipment at the Alpharetta Community Center and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Please approve funding in an amount not to exceed \$65,816.00 to AComfort for FY 25 HVAC unit replacements and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$65,816.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
HVAC Replacemnts/30141100 541300 C2003	\$65,816.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00

ITEM DESCRIPTION:

This request is for the replacement of a 20-ton Trane heat pump system located at the Alpharetta Community Center. This system is 29 years in age and will require extensive repairs/service in order to maintain the unit in a safe working condition. The typical lifespan of these units is 15 to 20 years and this one has already exceeded the expected life expectancy. Replacement of this unit will provide better energy efficiency and bring the unit up to date with the current federal environmental regulations regarding freon. This request is part of a recurring capital initiative to replace aging units at City facilities.

The following Single HVAC System will be replaced as part of this request.

Roswell St. Community Center

- 20 Ton Trane Odyssey split system Indoor unit (Model# TWE24044BAABD)
- 20 Ton Trane Odyssey split system Outdoor unit (Model# TWA24044DAABS01)

The City will be utilizing on-call contractor AComfort for HVAC maintenance for the new installation of equipment. AComfort was awarded a 5-year contract on 6-16-2023 for the service and installation of existing and new equipment. In order for labor and manufacturers' warranties to remain valid, the new HVAC equipment installer should also be the one servicing the new equipment. This eliminates any questions or issues with the equipment, making any warranty claims an easier process. In order to make sure the City was receiving fair pricing for the units

listed above, staff reached out to a separate HVAC vendor for pricing of installation and other add-ons needed to complete the work as quoted by Acomfort. Below was the pricing received from both vendors.

AComfort	\$65,816.00
Air South	\$73,305.00

The total cost includes but is not limited to the following:

1. Refrigerant recovery for system
2. Installation of all materials and new equipment
3. Labor and fuel.
4. Lift rental for new equipment

The removal and installation of new equipment will take approximately a week.

ALTERNATIVES:

Do not approve funding to on-call vendor and bid out for replacements

ATTACHMENTS:

1. AComfort Labor and Misc Quote
2. AComfort Equipment only Quote
3. Airsouth Comparable Quote
4. 23-114 HVAC Contract-



AComfort
PO Box 304
Snellville, GA 30078

Phone: (678) 688-7378
ar_ap@acomfortbydesign.com
acomfortbydesign.com

Bill to
City of Alpharetta
Engineering/Public Works
1790 Hembree Road
Alpharetta, GA 30004

Ship to
Community Center Gym
175 Roswell Street
Alpharetta, GA 30004

Quote #: q1342

Item	Description	Quantity	Price	Amount
Commercial Quoted Price	This estimate is for the removal of existing 20 ton heat pump system and replacement of new 20 ton Trane heat pump system	1	\$0.00	\$0.00
Labor Standard (Alpharetta)	Labor Tech Alpharetta Standard Rate For Four Techs	184	\$97.00	\$17,848.00
Commercial Rental & Services	Lift rental (Sunbelt Tool)	1	\$4,600.00	\$4,600.00
Commercial Parts & Material	R410A	75	\$36.00	\$2,700.00
Commercial Parts & Material	Refrigerant recovery	1	\$150.00	\$150.00
Commercial Parts & Material	New drain pan and safety switches	1	\$450.00	\$450.00
Commercial Parts & Material	Installation materials: refrigerant piping, pipe insulation, torch fee, nitrogen, ductwork, duct sealer, vacuum pump use, leak test materials, drain line materials, electrical materials, rags, cleaner, etc	1	\$2,850.00	\$2,850.00
Fuel Charge (Alpharetta)	Fuel Charge ** special project pricing**	1	\$1,200.00	\$1,200.00

Subtotal: \$29,798.00

Tax: \$0.00

Total: \$29,798.00

Payments: \$0.00



AComfort
PO Box 304
Snellville, GA 30078

Phone: (678) 688-7378
ar_ap@acomfortbydesign.com
acomfortbydesign.com

Bill to
City of Alpharetta
Engineering/Public Works
1790 Hembree Road
Alpharetta, GA 30004

Ship to
Community Center Gym
175 Roswell Street
Alpharetta, GA 30004

Quote #: q1341

Item	Description	Quantity	Price	Amount
Commercial Equipment	(equipment only) **current four to six week lead time** 20 Ton Trane Odyssey split system indoor unit Model# TWE24044BAABD 20 Ton Trane Odyssey split system outdoor unit Model# TWA24044DAABS01	1	\$35,518.00	\$35,518.00
Commercial Quoted Price	Site delivery: Incoming freight from Trane and delivery to site	1	\$500.00	\$500.00

Subtotal: \$36,018.00
Tax: \$0.00
Total: \$36,018.00
Payments: \$0.00



QUOTE

PO Box 481 Meansville GA 30256
678-723-8575
chrismitchell@airsouthhvac.com

INVOICE # 01

To:

Joey Shirley
City of Alpharetta
1790 Hembree Rd
Alpharetta GA. 30004
678-297-6200
ID: COA1

Salesperson	Job	Payment terms	Due date
Chris Mitchell	Community Center Gym	Net 30	TBD

Qty	Description	Unit price	Line total
1	Lift Rental (Sunbelt Tools)	\$5,000.00	\$5,000.00
185 Hours	HVAC Installation (Labor Hours 2-3 Techs)	\$115.00	\$21,275.00
1	Installation Materials	\$3,000.00	\$3,000.00
1	Equipment & Freight	\$36,500.00	\$36,500.00
75	R410A	\$ 75.00	\$5,625.00
1	Refrigerant Recovery	150.00	\$150.00
1	Trip Charge	\$1,500.00	\$1,500.00
Subtotal			\$73,305.00
Sales Tax			0.00
Total			\$73,305.00

Quotation prepared by: Chris Mitchell

This is a quotation on the goods named, subject to the conditions noted below: All sales final, payment due upon receipt.

To accept this quotation, sign here and return: _____

Thank you for your business!

CITY OF ALPHARETTA STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective 6/16/2023, by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia 30009 (the "City") and **COMFORT BY DESIGN, INC.**, DBA AComfort, a Georgia corporation with its principal office located at 410 O'Dell Road, Griffin, Georgia 30224 (the "Contractor").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 23-114 dated March 9, 2023, including any addenda thereto (the "RFP"), and the City of Alpharetta RFP 23-114, HVAC Services and Preventative Maintenance for City Facilities Cost Proposal dated April 6, 2023, as revised April 21, 2023 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.

2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP and Proposal (the "Work") and, in general, include the following:

HVAC SERVICES AND PREVENTATIVE MAINTENANCE FOR CITY FACILITIES, consisting of the provision of HVAC preventative maintenance, repair, and installation services for heating and cooling systems within City facilities. The Work shall be performed in accordance with the project specific requirements and specifications (including all explanatory matter thereof) set forth in the RFP and, to the extent accepted by the City, the Proposal, and such other standards, guidelines and specifications as may be applicable to the subject portion of Work, as reasonably determined by the City. Contractor shall furnish all labor, materials, equipment, superintendence, and other incidentals to fully perform the Work. The award and execution of this Contract by the City does not guarantee the subsequent assignment of any portion of the Work for which a task order is required.

3. Contract Prices. In accordance with the costs established in Contractor's Cost Proposal, which is attached hereto and incorporated herein as **Exhibit "A,"** and as finally awarded by the City, the City shall pay Contractor an annual fixed fee in the amount of **FORTY-SEVEN THOUSAND, SEVENTY and 00/100 DOLLARS (\$47,070.00)** for Contractor's full performance of the portion of the Work comprising regular service and preventative maintenance. For service calls and any portions of the Work requested by task order, such as the supply and installation of replacement equipment, the City shall pay Contractor in accordance with the unit prices/rates set forth in **Exhibit "A";** provided, however, a separate fixed fee shall be established, on a project by project basis, for the supply and installation of replacement equipment or the performance of any other portion of the Work requested by task order. For any such project, Contractor will submit a proposal for its performance of the task order, including its proposed fee, which must be approved in

writing by the City prior to Contractor's commencement of the subject portion of the Work.

The City will process approved payment requests under this Contract to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009
Attn: Joey Shirley

Upon receipt of Contractor's invoice for an order placed by City's Designated Representatives and following inspection of the delivered goods and confirmation of Contractor's completion of the subject portion of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment under this Contract shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until on or after July 1, 2023. Notwithstanding anything herein to the contrary, the City shall not be obligated to pay for, and the Contractor shall not proceed to perform, any portion of the Work requested by task order until the City has approved Contractor's proposal for performance of the subject task order.
- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements or project schedule set forth in the RFP or Proposal or as otherwise mutually agreed to by the parties prior to the commencement of the Work. For any portions of the Work that are requested by task order, Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the subject task order.

- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Term. The term of this Contract shall be for a five (5) year period commencing July 1, 2023, and terminating June 30, 2028, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting July 1, 2023, and ending at 11:59 p.m. (Eastern Time) June 30, 2028 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from July 1, 2023, through 11:59 p.m. (Eastern Time) on June 30, 2024, and will automatically renew for additional one (1) year terms, each beginning on July 1 following the existing term year and ending at 11:59 (Eastern Time) June 30 of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.
- (c) The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.
- (d) Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.
- (e) The Contract unit price of goods for the above-stated contract term will remain as offered by the Consultant, incorporated herein as Exhibit "A," and accepted/awarded by the City. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the City.
- (f) For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average - All Items; most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the

then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress.
7. Representations and Warranties. Contractor represents and warrants that:
 - (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity;
 - (b) All goods/products delivered hereunder shall be new and delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (c) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
 - (d) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;
 - (e) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
 - (f) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.
8. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the

City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.

9. Insurance.

- (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law, or the law of the state where Contractor is located, whichever is applicable. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia (or applicable state) Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall provide comprehensive coverage, including coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products/completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Work. Further, coverage shall be written on an "all risk" (open perils) form. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy

described above. Such policy shall be no more restrictive and provide the same or greater coverage as said underlying policy (written on no less than a follow form basis). Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of

any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

11. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility. All subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
12. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2018)(Circular E).
13. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
14. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

15. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by electronic mail (email) or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

Comfort by Design, Inc, DBA AComfort
PO Box 2011
Griffin, GA 30224
Attn: April Brackett, CEO
abrackett@acomfortbydesign.com

(b) If to the City, at the following address:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009
Attn: Pete Sewczwicz, Department Director
psewczwicz@alpharetta.ga.us

With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail, or placed with a courier for hand delivery.

16. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

17. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?IS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of

the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

18. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.

- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts; Electronic Signature. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on July 1, 2023, and terminating at midnight on June 30, 2024, (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days

prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. For any such renewal term commencing after the first two (2) years of this Contract, prices may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average - All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of the Contractor. Absolutely no third party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular,

Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.

- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

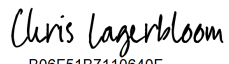
IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

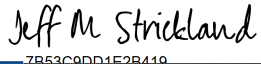
DocuSigned by:

By:  2DC6226B6FD44FB...
Jim Gilvin, Mayor
Date: 6/16/2023

Approved as to Substance:

DocuSigned by:

B06F51B7110640F...
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

DocuSigned by:

7B53C9DD1E2B419...
Jeff Strickland, City Attorney

COMFORT BY DESIGN, INC., DBA AComfort

DocuSigned by:

FACB9F161B6C4E0...
April Brackett, CEO

Attest:
DocuSigned by:

By: FACB9F161B6C4E0...
April Brackett, Corporate Secretary
Date: 6/16/2023

Exhibit "A"

City of Alpharetta
RFP 23-114, HVAC Services and Preventative Maintenance for City Facilities
Cost Proposal

Comfort By Design Inc. DBA AComfort

Instructions for Cost Proposal Completion:

1. This form **MUST** be used to submit cost proposal
2. Do not include a copy of this cost proposal in your technical proposal.
3. Complete all the fields. See end of form as well for bid authorization and contact info.
4. ~~Verify all amounts entered.~~ This form will be used for cost evaluation and for contract allowable costs.
5. Award will consider price, but price will not be the sole determining factor

Intended 5-year Contract Term		July 1, 2023 thru June 30, 2028	
1.	Cost per quarter for regular service/ maintenance for all equipment on current list provided within the Scope of Work (additional equipment will be discussed at time of addition).	\$11,767.50	Per quarter, guaranteed rate for first 24 months of contract term. (Cost years 3 -5 of contract term remains the same unless negotiated with the City.)
2.	Service call charge (if any) for repair, trouble shooting, installation. (guaranteed rate for the first 24 months of an awarded contract)		
(a)	Regular Hours	typical 8am-5pm	
	Regular Hours - labor rate per hour	\$97.00 per tech	
(b)	After hours (night/ weekend)	after 5pm , weekends and hoildays	
	After Hours - labor rate per hour	\$140.00 per tech	
(c)	Explain below when and how the charges above will be invoiced (per trip, per job regardless of number of trips, etc.		
	Labor charges are based on totals hour needed, per technician, to preform requested service call/repairs per site. All labor will be billed together, on requested site work invoice when such repairs are 100% completed, unless instructed by City of Alpharetta for different billing option.		
3.	New equipment installation charges (guaranteed rate for the first 24 months of an awarded contract)		
(a)	Regular Hours	typical 8am-5pm	
	Regular Hours - labor rate per hour	\$97.00 per tech	
(b)	After hours (night/ weekend)	after 5pm, weekends and holidays	
	After Hours - labor rate per hour	\$140.00 per tech	
(c)	Explain below when and how the charges above will be invoiced (per trip, per job regardless of number of trips, etc.		
	Charge is figured on total number of hours needed to completed installation and included in quote for installation. Charge will be invoiced when installation is 100% complete, unless arrangements have been made in advanced and approved with City of Alpharetta for project draws. If project draws are needed, AComfort will provide timeline of request draws and amounts.		
(d)	Enter below your markup on New Equipment . Explain how this is applied, whether to MSRP or some other pricing standard. How will this show on your invoice?		
	AComfort will take "our cost of equipment" and markup by 25% to cover overhead cost. Then, we take that figure and multiply by a 8% markup to cover profit margin. This equals a total markup of 35%. AComfort does have flexibility in overhead cost when completing large projects or multi system replacements. Overhead markup can be adjusted to help with cost when completing large projects or multi system replacements at the same time.		
(e)	Enter below your markup on Freon . Explain how this is applied, whether to MSRP or some other pricing standard. How will this show on your invoice?		

City of Alpharetta
RFP 23-114, HVAC Services and Preventative Maintenance for City Facilities
Cost Proposal

Comfort By Design Inc. DBA AComfort

	AComfort will guarantee refrigerant pricing markup based on what the current cost is per lb of the selected type of refrigerant being used at a 50% markup. Markup helps to cover our EPA license training, DOE required record keeping, pickup, scales used to measure amounts being charged into system and old tanks recycle. AComfort will list refrigerant type being used, number of lbs used for site repair and its cost per lb, per invoice. Current cost for R410 per lbs \$15.84 x 1.50 (50% mark up) = \$23.76 per lb. This may go up/down as price changes but the markup will be fixed. Current cost for R22 per lbs \$59.40 x 1.50 (50% mark up) = \$89.10 per lb. This may go up/down as price changes but the markup will be fixed. Formula will be the same for other types of refrigerant that may be required for equipment.
4.	Explain below other service call charges that may apply. (note reason for charge, when it applies, and amount) (Ex: Trip charge, fuel rate charge etc.)
(a)	Option one, AComfort charges a fuel charge on each invoice. Fuel charge is calculated on many factors including but not limmited to, current cost of fuel per gallan and calculated based on total labor on invoice using the labor rate above. AComfort is charging 9.50% fuel rate on total labor charge listed on invoice. We do not charge fuel rate on parts/equipment, strickly on labor. AComfort can guarantee this rate unless fuel cost exceeds \$3.50 per gallon. If fuel cost exceeds \$3.50 per gallon, rate will be increased to cover cost of fuel. Fuel charge is calucated on normal operting hours labor rate, not on overtime rates for service calls. Projects are calucated similar based on the number of techanicans and number of service vans needed. If possiabile, AComfort will have technicians ride togheter to lower cost of fuel charge.
(b)	Option two, AComfort can provide a flat rate trip charge of \$60.00 per vehicle, per invoice. For project work, flat rate trip charge will have to be calculated based on scope of project. Including but not limited to the number of vehicles needed and number of trips needed to complete project.
(c)	
(d)	

By completing and submitting this cost proposal in response to the City of Alpharetta's RFP 23-114, and in compliance with RFP 23-114 section **What We Want to Do** including scope of work and project requirements, you understand, offer, and agrees that if this Proposal is accepted by the City Council within one-hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that you/ your company will furnish any or all of the services and/or deliverables upon which prices are quoted, at the price set opposite each, for regular maintenance or as based on specific task orders from the City.

Company Name: Comfort By Design Inc. DBA AComfort

Address: 410 O'Dell Road Griffin GA. 30224

Print/Type Name(s) and Title(s) Authorized
 Signer(s): Robert Wagener, General Manger

Contact Info - Phone Number: 678-340-2282

Contact Info - Email Address: rwagener@acomfortbydesign.com



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

2248160

Federal Work Authorization User Identification Number

Kimbrough Industrial Group LLC

Name of Contractor

08/11/2023

Date of Authorization

HVAC Maintenance

Name of Project

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

Executed date Sept. 15, 2023 in Atlanta (city), Georgia (state).

Signature of Authorized Officer or Agent

Tony Kimbrough Owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 15 DAY OF Sept., 20 23.

NOTARY PUBLIC

My Commission Expires: 11.20.2023





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2023

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT
NAME: CLIENT CONTACT CENTERPHONE
(A/C, No, Ext): 888-333-4949FAX
(A/C, No): 507-446-4664E-MAIL
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13835

INSURER B: FEDERATED RESERVE INSURANCE COMPANY

16024

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
KIMBROUGH INDUSTRIAL GROUP LLC
1836 VINTAGE DR
SNELLVILLE, GA 30078-2269

430-204-8

COVERAGES

CERTIFICATE NUMBER: 4

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE				ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A		COMMERCIAL GENERAL LIABILITY				Y	N	1867400	08/04/2023	08/04/2024	EACH OCCURRENCE		\$1,000,000	
		CLAIMS-MADE	☒	OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)		\$100,000	
	☒	BUSINESS OWNER'S LIABILITY									MED EXP (Any one person)			
											PERSONAL & ADV INJURY		\$1,000,000	
											GENERAL AGGREGATE		\$2,000,000	
	☒	POLICY		PRO-JECT							LOC	PRODUCTS & COMP/OP AGG		\$2,000,000
		OTHER:												
A		AUTOMOBILE LIABILITY				N	N	1867401	08/04/2023	08/04/2024	COMBINED SINGLE LIMIT (Ea accident)		\$1,000,000	
	☒	ANY AUTO									BODILY INJURY (Per Person)			
		OWNED AUTOS ONLY		SCHEDULED AUTOS							BODILY INJURY (Per Accident)			
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per Accident)			
A	☒	UMBRELLA LIAB		☒	OCCUR		N	N	1867403	08/04/2023	08/04/2024	EACH OCCURRENCE		\$1,000,000
		EXCESS LIAB			CLAIMS-MADE							AGGREGATE		\$1,000,000
		DED		RETENTION										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				☐ Y/N	N/A	N	1867402	08/04/2023	08/04/2024	☒	PER STATUTE	☐ OTHER	
					E.L EACH ACCIDENT						\$1,000,000			
					E.L DISEASE EA EMPLOYEE						\$1,000,000			
					E.L DISEASE POLICY LIMIT						\$1,000,000			

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

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.

CERTIFICATE HOLDER

430-204-8
CITY OF ALPHARETTA
2 PARK PLZ
ALPHARETTA, GA 30009-3680

4 0

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

- A. Paragraph C. Who Is An Insured** is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
 2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
 3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
 4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
- B.** The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.
- In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C.** In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.
- D. Additional Exclusions**

The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.



STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: March 24, 2025

AGENDA ITEM:

Purchase Approval: Old Milton Parkway Widening Wetland and Stream Mitigation

Consideration of approval of the purchase of Wetland and Stream Mitigation Credits in association with the Old Milton Parkway Project in an amount currently estimated at \$407,250 and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase of Wetland and Stream Mitigation Credits in association with the Old Milton Parkway widening project for an amount not to exceed \$407,250 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$407,250

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Old Milton Pkwy TSPLOST/33541100-541410-C1717	\$407,250

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

ITEM DESCRIPTION:

Staff seeks approval to purchase wetland and stream mitigation credits associated with the Old Milton Parkway widening project. Mitigation credits are required from the United States Army Corps of Engineers (USACE) due to the impacts on the banks of Big Creek associated with the construction of a new vehicular bridge. A total of 181 linear feet of stream bank will be impacted. USACE has a calculation to determine the number of credits required based on the impact on the stream banks. Since our impacts will be permanent, but will not have an adverse impact, the multiplier is 0.75 credits per linear foot. Since we are impacting 181 linear feet, we need to purchase 135.75 credits.

The project design and right-of-way (ROW) acquisition are nearly complete, and the project is scheduled to be advertised for construction by GDOT in July 2025. The City has contributed approximately \$5,000,000 towards the design and right-of-way (ROW) acquisition, and permitting fees, while GDOT is funding the construction of the Project, currently estimated at \$37,000,000.

WETLAND MITIGATION CREDITS EXPLAINED:

Wetland credits are a way to compensate for the loss of or negative impact on wetlands on a given site or property. The credits are purchased from Wetland Mitigation Banks, which create them by restoring, creating, or enhancing wetlands. The individual or entity that sponsors a Wetland Mitigation Bank is responsible for the cost of wetland development, as well as the long-term maintenance of the wetland bank to ensure that it continues to function as designed in the future. The size and scope of the wetland restoration, creation, or enhancement activities determine the quantity of credits available for sale.

COST:

For the Old Milton Parkway widening project, the total estimated cost, provided by GDOT, is \$407,250. This dollar amount is determined by the mitigation bank. For our region, the fee is \$3,000 per credit.

ALTERNATIVES:

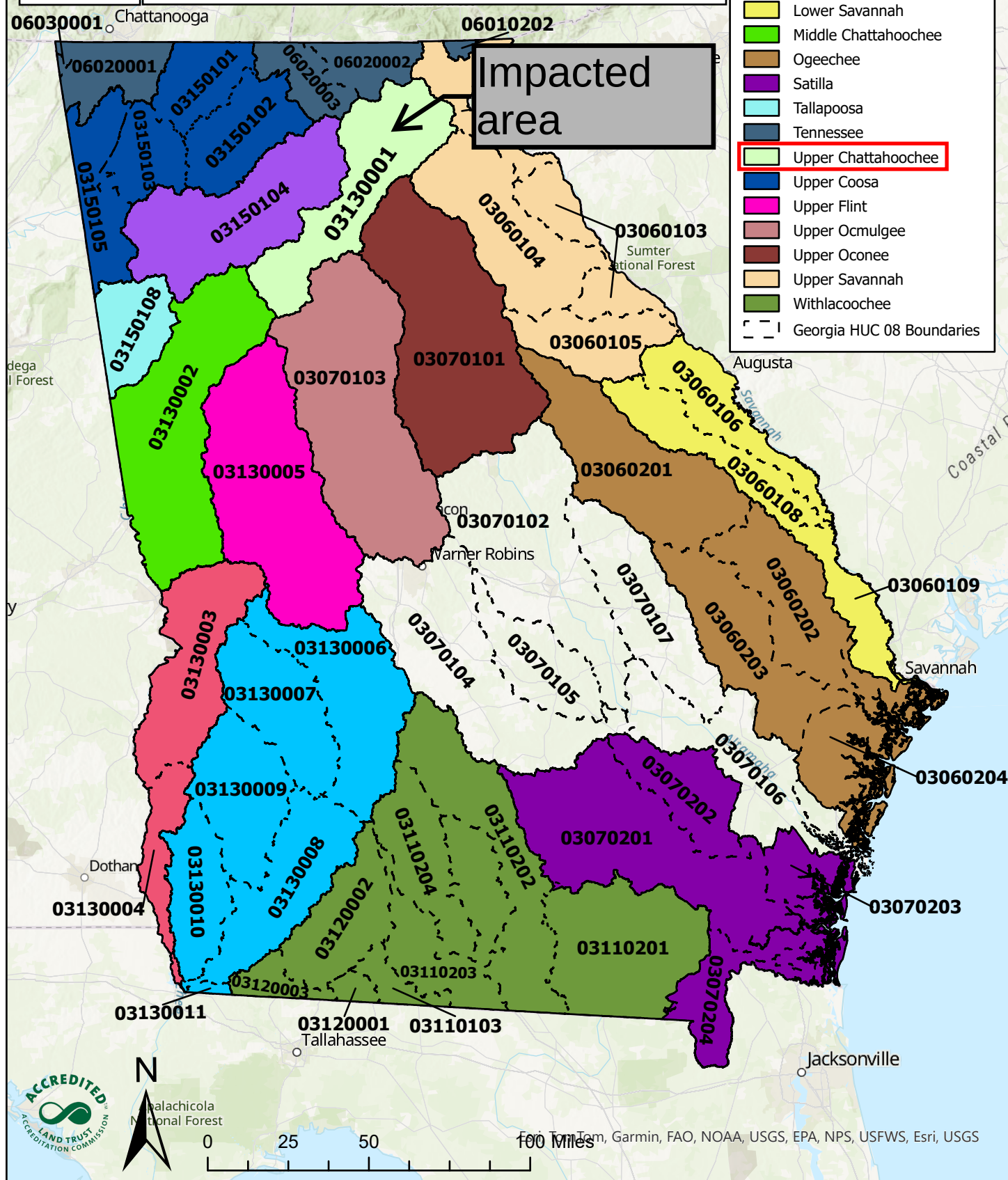
Do not allocate funds to purchase the necessary mitigation credits and find alternative mitigation methods to receive permit approval from the State Agencies.

ATTACHMENTS:

1. GALT-ILF Credit Pricing - January 2025_mitigation credits
2. Credit Availability
3. Big Creek Impact_OMP



	Etowah
	Lower Chattahoochee
	Lower Flint
	Lower Savannah
	Middle Chattahoochee
	Ogeechee
	Satilla
	Tallapoosa
	Tennessee
	Upper Chattahoochee
	Upper Coosa
	Upper Flint
	Upper Ocmulgee
	Upper Oconee
	Upper Savannah
	Withlacoochee
	Georgia HUC 08 Boundaries



Service Area	Wetland	Stream
Etowah	\$ 118,750 (Legacy)	\$2,400 (2018)
Lower Flint Stream	N/A	\$ 2,000 (2018) \$ 170 (Legacy)
Lower Ogeechee	\$ 750,000 (2018)	\$ 2,000 (2018)
Lower Savannah	\$ 750,000 (2018)	\$ 2,000 (2018)
Lower Chattahoochee	\$ 750,000 (2018)	\$ 2,000 (2018)
Middle Chattahoochee	N/A	\$ 3,000 (2018)
Satilla Stream	N/A	N/A
Tallapoosa	\$950,000 (2018)	\$2,600 (2018)
Tennessee	\$ 1,000,000 (2018) \$ 125,000 (Legacy)	\$ 2,800 (2018) \$ 217 (Legacy)
Upper Chattahoochee	\$ 1,100,000 (2018) \$ 137,500 (Legacy)	\$ 3,000 (2018)
Upper Coosa	\$ 950,000 (2018) \$ 118,750 (Legacy)	N/A
Upper Flint	N/A	\$2,600 (2018)
Upper Ocmulgee Wetland	\$ 950,000 (2018) \$ 118,750 (Legacy)	N/A
Upper Oconee	\$ 950,000 (2018)	\$ 2,600 (2018)
Upper Savannah	\$ 950,000 (2018) \$ 118,750 (Legacy)	\$ 2,600 (2018)
Withlacoochee Stream	N/A	\$ 2,200 (2018)

*Listed cost includes 5% temporal loss fee and 5% admin fee. Costs subject to change.

**"Pending" designation will be removed and credits will become available if/when future modification(s) are approved by the USACE.

AVAILABLE CREDITS / CONTACT INFORMATION

For additional information on credit availability or to purchase credits please contact Cole Huizinga and/or Michael Heneghan at the following address:

Georgia-Alabama Land Trust, Inc.
226 Old Ladiga Road
Piedmont, AL 36272

Cole Huizinga, ILF Credit Sales POC
(903)249-5675
chuizinga@galandtrust.org

Mike Heneghan, ILF Director
(706)938-4004
mheneghan@galandtrust.org

STATEMENT OF CREDIT AVAILABILITY

APPLICATION INFORMATION

Permit Type: RGP
USACE Permit Number: SAS- 2021 - 00087
Project Name: SR 120 Improvements
Applicant: City of Alpharetta
County: Fulton
Impacted HUC: 3130001

CREDIT NEED

Stream Credit Type: Perennial - Greater than 3 square
Stream Credits Needed: 135.75
Wetland Credit Type: N/A
Wetland Credits Needed: N/A

MITIGATION BANK NAMED

Bank/In-Lieu Fee (ILF) Program Name: GALT-ILF Program
Bank/ILF Program Number: SAS- 2011 - 00779
Primary Service Area HUC(s): Various
Secondary Service Area HUC(s): None
Stream Credit Type Utilized: Perennial - Greater than 3 square miles
Stream Credits Utilized: 135.75
Wetland Credit Type Utilized: N/A
Wetland Credits Utilized: N/A

The Bank Representative hereby authorizes the Applicant to provide this statement of credit availability for the mitigation bank listed above as a potential source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The Bank Representative shall indicate the current status of credit availability (see check boxes below) for all inquiries of credit availability for Corps permit applications within the geographic service area(s) of the respective mitigation bank. Failure of the Bank Sponsor to provide a statement of credit availability for a Corps permit application will result in the Corps' determination that the mitigation credits are **NOT AVAILABLE** for purchase from the respective mitigation bank.

☒ By signing below, I certify that the mitigation credits specified above are currently **AVAILABLE** for purchase from the named Mitigation Bank. This certification does not create an obligation to sell the specified credits.

☐ By signing below, I certify that the mitigation credits are currently **NOT AVAILABLE** for purchase from the named Mitigation Bank. This certification does not preclude the Bank Sponsor from offering the specified credits for sale if they should later become available. However, the Applicant will be under no obligation to purchase the later-offered credits if the Applicant secures acceptable credits from another source.

Bank/ILF Representative:

By: Cole Huizinga  Digitally signed by Cole Huizinga
Date: 2025.02.11 17:10:09 -06'00'
Name: Cole Huizinga
Date: 03/06/2025

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

Applicant:

By: _____
Name: _____
Date: _____

Note 1: Potential mitigation credits that have not been released for sale will only be considered “available” at the discretion of the Corps.

Note 2: If the purchase of available credits identified in this statement of credit availability cannot be finalized by either party (Banker or Applicant), the Applicant will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.

Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: March 24, 2025

AGENDA ITEM:

Request for Proposal 25-110: Firefighter Turnout Gear

Consideration of approval of the award of a contract for RFP 25-110 to MES Safety Co., LLC for firefighter turnout gear and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 25-110 to MES Safety Co., LLC, a one-year contract for firefighter turnout gear, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: THE TOTAL PROJECT COST IS BUDGETED AT \$90,000 FOR FY2025.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Employee Uniforms / 10031500 - 531700	\$90,000.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

ITEM DESCRIPTION:

The Department of Public Safety annually purchases Fire Department Structural Turnout Gear and Pull-on boots for our Firefighter personnel as either an initial issue or as a replacement for out-of-service gear. With this RFP, the City intends to award a 1-year non-exclusive contract to the vendor(s) that best meet the requirements listed in the RFP.

The Department of Public Safety and Finance worked together to prepare a Request for Proposal (RFP 25-110) and advertised for proposals on December 5, 2024, with responses due on January 16, 2025. The City only received four (4) proposals from:

1. Municipal Emergency Services, INC. (MES)
2. Bennett Fire Products Co., Inc
3. Hunter Apparatus, LLC.
4. Ten-8 Fire and Safety, LLC

Turnout gear is a highly specialized form of equipment with limited suppliers. The Municipal Emergency Services, INC. (MES) proposal meets all Fire Department turnout gear specifications requirements.

The Evaluation Committee evaluated the proposals based on two (2) different categories.

1. Jacket & Pants

25-110 - Firefighter Structural Turnout Gear
Scoring Summary - Jacket & Pants

Active Submissions

	Total	B - Group 2 Technical	B-1 - Company References	B-2 - Project Approach and Service Level	B-3 - Specification Compliance	C - Group 3 Cost Proposal: Jackets & Pants	C-1 - Cost Proposal: Jacket & Pants
Supplier	/ 100 pts	/ 60 pts	/ 10 pts	/ 20 pts	/ 30 pts	/ 37 pts	/ 37 pts
Municipal Emergency Services-Lawmen Supply	90.36	54.5	9.25	17.5	27.75	35.86	35.86 (\$3,764.14)
Bennett Fire Products Company, Inc.	89.6	55	9.75	17.5	27.75	34.6	34.6 (\$3,901.15)
Hunter Apparatus, LLC.	87.75	50.75	9.25	16	25.5	37	37 (\$3,648.39)
Ten-8 Fire and Safety, LLC	50	50	8	16.5	25.5	0	No Bid

2. Boots

25-110 - Firefighter Structural Turnout Gear
Scoring Summary - Boots

Active Submissions

	Total	B - Group 2 Technical	B-1 - Company References	B-2 - Project Approach and Service Level	B-3 - Specification Compliance	E - Group 3A Cost Proposal : Boots	E-1 - Cost Proposal: Boots
Supplier	/ 100 pts	/ 60 pts	/ 10 pts	/ 20 pts	/ 30 pts	/ 37 pts	/ 37 pts
Municipal Emergency Services-Lawmen Supply	91.5	54.5	9.25	17.5	27.75	37	37 (\$498.79)
Bennett Fire Products Company, Inc.	86.37	55	9.75	17.5	27.75	31.37	31.37 (\$588.35)
Hunter Apparatus, LLC.	50.75	50.75	9.25	16	25.5	0	No Bid
Ten-8 Fire and Safety, LLC	84.62	50	8	16.5	25.5	34.62	34.62 (\$533.13)

The resulting score for the Municipal Emergency Services, INC. (MES) proposal was 90.36 for the jacket & pants and 91.5 points for the boots.

The turnout gear replacement schedule is non-standard and depends on the age of the underlying gear to be replaced. The National Fire Protection Association recommends a 10-year service life for turnout gear. Based on this life expectancy, the department anticipates replacing approximately 30 sets of gear in the fiscal years 2025 and 2026. Funding for replacement and initial-issue gear (e.g., new hires) is provided through the General Fund.

The Public Safety Department desires to enter into a one-year contract with Municipal Emergency Services, INC. (MES went through a reorganization at the time of the procurement. Their current name is MES 1 Acquisitions DBA MES Safety Company, formerly known as Municipal Emergency Services.)

ALTERNATIVES:

The City Council could reject the Municipal Emergency Services, INC. (MES) proposal and issue a new competitive procurement.

ATTACHMENTS:

- 25-110 Firefighter Turnout Gear_MES Safety Co LLC 02242025
- MES Vendor Submission - No forms
- RFP 25-110 - Scoring Summary - Jackets and Pants
- RFP 25-110 - Scoring Summary - Boots
- RFP 25-110 Original Document

CITY OF ALPHARETTA
CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into and is effective upon execution, by and between MES 1 Acquisitions DBA MES Safety Company, LLC, a Nevada corporation with its principal office located at 12 Turnberry Lane Second Floor, Sandy Hook, CT 06482 (the "*Contractor*") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "*City*").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals, dated December 5, 2024 (the "*RFP*"), including any addenda thereto, and the Contractor's Proposal dated January 11, 2025 (the "*Proposal*"), all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided, however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal will control. Subject to the foregoing, if a conflict between the language in the RFP and the Proposal, the language in the former will govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "*Work*") and, in general, include the following:

The supply and provision, on an as-needed or as-requested basis by the City, of **FIREFIGHTER STRUCTURAL TURNOUT GEAR**, including protective jacket, protective pants, and 14" pull-on boots for structural firefighting for the City fire personnel.

The City does not guarantee any amount of work based on this Contract or subsequent task order(s), if any.

3. Contract Prices. As finally awarded by the City, the City will pay Contractor in accordance with the COST PROPOSAL, attached as Exhibit "A" for Contractor's performance of Work.

This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009
Attn: Stephanie Cochran, pspayble@alpharetta.ga.us

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor

will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance; Project Manager.

- (a) Commencement of Work. The Contractor must not proceed to perform the Work until on or after contract execution.
- (b) Time for Performance. The Contractor shall perform the Work in accordance with the project schedule mutually agreed to by the parties prior to the Commencement of Work
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Contractor shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.
- (d) Project Manager. The City's staff Project Manager for this Work is Andrew Wheeler. The Contractor shall coordinate with the City's Project Manager.

5. Term and Termination.

- (a) Term of Contract. This Contract shall commence on the date of the last signature hereof ("Effective Date"), but no earlier than March 30, 2025, and shall continue in full force and effect for a period of one (1) year from the Effective Date, unless terminated earlier in accordance with the provisions of this Contract. Upon expiration of the initial term, this Contract may ONLY be renewed by mutual written agreement of the parties at least thirty (30) days prior to the end of the term.
- (b) Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 13 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.

6. Representations and Warranties. Contractor represents and warrants that:

- (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
- (b) Contractor will comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
- (c) Contractor will perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;
- (d) All services performed by the Contractor under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
- (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, Contractors, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.

7. Licenses, Registrations, Certifications and Permits. The Contractor will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.

8. Insurance.

- (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits

for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and

continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

9. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, provided that this indemnity obligation shall only apply to the extent Claims are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Contract. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

10. Subcontractors and Contractor Personnel.

- (a) No Subcontractors. No subcontractor or Contractor will be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the PROPOSAL.
- (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
- (c) Key Staff. Where Contractor has specifically identified certain personnel in the PROPOSAL for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the PROPOSAL. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
 - (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of

Key Staff as soon as reasonably possible upon notification by the City Administrator.

11. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
12. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
13. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
 - (a) If to the Contractor, at the following address:

MES 1 Acquisitions DBA MES Safety Company, LLC
12 Turnberry Lane, 2nd Floor,
Sandy Hook, CT 06482
Attention: Ward Petrie, SVP Finance
 - (b) If to the City, at the following address:

City of Alpharetta
Department of Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009
Attention: John Robison, Department Director
 - (c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

14. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Contractor agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

15. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the “physical performance of services” (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify” (<https://www.e-verify.gov>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor will secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 by the subcontractor’s execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Contractor/subcontractor agreement. Further, it will be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will

forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

16. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.

- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract will, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Additional Terms of Contractor. The City will not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (l) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-Contractor or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (n) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (o) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.

- (p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(signature page follows)

Contract: Firefighter Turnout Gear
Contract No.: 28-110

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

City Attorney

**MES 1 ACQUISITIONS DBA MES SAFETY
COMPANY, LLC**

By: _____
Ward Petrie, Member

Date: _____

EXHIBIT "A"

RFP # 25-110: Firefighter Structural Turnout Gear		
Best and Final Offer Cost Proposal		
Instructions:	Please complete the highlighted fields.	
Offeror/Company Name:	Municipal Emergency Services	
Item	Regular Size	
	Note Regular	Regular
	Size Range	Size Pricing
Protective Jacket for Structural Fire	All Sizes	\$2,150.16
Protective Pant for Structural Fire	All Sizes	\$ 1,613.98
Subtotal		\$ 3,764.14
Structural Firefighting 14" Pull-On Boots	All Sizes	\$ 498.79



1/12/2025

City of Alpharetta
2 Park Plaza
Alpharetta, GA 3000

Attn: Abby Shipp, Procurement Agent

RE: Document 1 (RFP 25-110) Cover Letter

Included is our response to your request for proposal, "25-110 Firefighter Structural Turnout Gear". We appreciate the opportunity to present a response that meets or exceeds the stated specifications while offering supplemental products and services where applicable.

Established in 2001, Municipal Emergency Services, INC. (MES) is the largest supplier of equipment to first responders in North America. Business platforms are sales, service, and leasing of equipment to include recognized procurement programs. With over 200+ sales representatives, 90+ mobile service technicians, and regional service centers strategically located around the United States, we can assure that we provide the best products and services available.

Project Support Functions

MES Support/Service Facility- 140 Satellite Blvd. Suwanee, GA 30024

Customer pickups, measuring, mobile service, etc

For reference- approximately 15 miles from 2 Park Plaza

PPE Clean/Repair Facility- 3200 Austell Rd SW, Marietta, GA 30008

Customer pickups, measuring, mobile service, etc

For reference- approximately 28 miles from 2 Park Plaza

MES Sales Representative- Woodstock, GA

Customer pickups, measuring, etc

For reference- approximately 9 miles from 2 Park Plaza

Project Contacts

Jeremy Adams- Sales Representative

140 Satellite Blvd

Suwanee, GA 30008

770-900-8996

jadams@mesfire.com

Jamie Robinson- Region VP

140 Satellite Blvd

Suwanee, GA 30008

727-686-0020

jrobinson@mesfire.com



1/12/2025

City of Alpharetta
2 Park Plaza
Alpharetta, GA 3000

Attn: Abby Shipp, Procurement Agent

RE: Document 2 (RFP 25-110) References

Smyrna Fire Department
Dustin Davey- Deputy Chief
(678) 631-5464
ddavey@smyrnaga.gov

College Park Fire Department
Damon Jones- Division Chief
(470) 409-2560
djones@collegeparkga.com

East Point Fire Department
Sidney Gooden- Logistics Officer
(404) 989-6710
sgooden@eastpointcity.org

Polk County Fire Rescue
Shawn Smith- Fire Chief (Interim)
(863) 519-7350
shawnsmith@polk-county.net



1/12/2025

City of Alpharetta
2 Park Plaza
Alpharetta, GA 3000

Attn: Abby Shipp, Procurement Agent

RE: Document 3 (RFP 25-110) Project Approach and Service Level

Included is our response to your request for proposal, "25-110 Firefighter Structural Turnout Gear". We appreciate the opportunity to present a response that meets or exceeds the stated specifications while offering supplemental products where applicable.

Appendix A

Offering firefighting personal protective equipment (PPE), the coat and pant ensemble manufactured by Fire-Dex, FXR Custom Turnouts. Fire-Dex has been in business for over 40 years, constantly focusing on product innovations leading to perfecting PPE for responders worldwide. Product innovations are noted by developing bailout systems for the end user, therefore negating the need to purchase component based systems and AeroFlex, PPE focusing on defeating heat stress and cardiac related issues. The Fire-Dex state of the art manufacturing processes, Fire-Dex has a manufacturing plants located in Pelham- GA, Old Fort- NC, and Medina- OH. This keeps lead the time to a minimum. The typical lead time for standard replacement schedule is approximately 8 weeks, rush order for new hires/recruits is available, no extra charge. Specifications, literature, and warranty information are included with this submittal. There are no additional charges for "Larger Size Items".

Appendix B

Offering structural firefighting boots manufactured in the USA by Honeywell, PRO Series NightHawk BT5555. Specifications, literature, and warranty information are included with this submittal. There are no additional charges for "Larger Size Items". Warranty

As noted in Document 1, a host of Support Functions are established and available to support this project. Measuring and fitting turnout gear is accomplished using a sizing set and measuring tape. This vital function can be performed onsite at multiple City of Alpharetta facilities and or the sites noted in Document 1. Following the sizing phase, the order will be shipped and identified for the designated firefighter, representatives will be on-site to ensure proper sizing upon order delivery. Throughout the phase from sizing to delivery, the City of Alpharetta point of contact will be informed of the status.

Invoicing occurs when the project is completed, negating the occurrence of multiple Invoices. Additionally, a proprietary online platform can be established to increase the efficiency of the ordering process for the head-to-toe items.

PPE Care and Maintenance is an internal and strenuous task to be managed by the fire department alone. This compliance piece as noted in Document 1 as "PPE Clean/Repair Facility" is a local program that can be offered to support the PPE Care and Maintenance.



A program can be customized to ensure NFPA compliance while easing the burden on the FD to manage the PPE Care and Maintenance program. For example, pricing can be determined for the known compliance items for a specific term and utilizing a courier service for delivery and pick up.

Supplemental products can be bundled by creating a PPE package catered to fit the goals and expectations of the fire department. For example, offering a single layer alternative style PPE component along with structural firefighting PPE not only provides a discounted PPE package but also decreases the cost of ownership (structural PPE) while protecting our most valuable asset, the firefighter, by significantly reducing heat stress and exposure to contaminants.

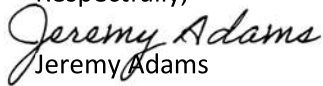
Pricing analysis (List Price) Coat: \$5,565.00 / Pant: \$4,145.00 / Boot: \$733.95

Pricing is valid through March 28, 2026. Any change in specification could result in a price update. Extended pricing options are not available due to the competitive industry, any annual price increases will coincide with the manufacturer and supported by via manufacturer documentation.

For several years MES has been serving the City of Alpharetta by supporting the Fire Departments respiratory protection program, via on-site SCBA- service and equipment sales. We continue to appreciate and value established relationships.

We request to schedule a visit to discuss the RFP details to include the additional products and enhanced services that are available to better equip, support, and protect the City of Alpharetta's firefighters. We have an established robust sales and service infrastructure ready to serve you all.

Respectfully,

A handwritten signature in black ink that reads 'Jeremy Adams'.

Jeremy Adams

MUNICIPAL EMERGENCY SERVICES, INC.



A NEW ERA

51%

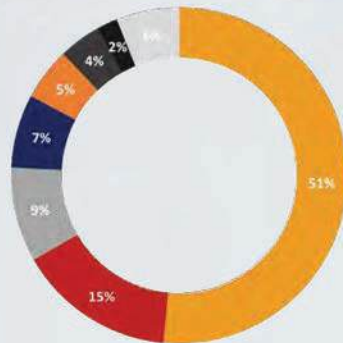
LODDS ARE FROM HEAT STRESS

A RISING EPIDEMIC

In the line of duty, your biggest danger is heat stress. As your core temperature rises, you lose the ability to concentrate, make sound decisions, and think critically. Today, heat stress contributes to over half of reported line of duty deaths.

When physical exertion leads to accumulation of heat and sweat, your body naturally cools down by allowing sweat to evaporate. Without an escape route for the sweat vapor, it stays trapped against your body.

At Fire-Dex, we've discovered that traditional gear fails to cool you down where you need it the most. That's why we developed AeroFlex™, a new era of turnout gear that supercharges the breathability of your garment and encourages airflow to reduce the risk of heat stress and car..... related issues.



51%	Overexertion/Stress
15%	Crashes
9%	Struck by Vehicle, Equipment
7%	Rapid Fire Progress
5%	Structure Collapse
4%	Struck by Falling Object
2%	Fall from Height
6%	Other

NFPA LODD Statistics Firefighter Deaths by Cause of Injury, 2022

INTRODUCING... AEROFLEX™

BY FireDex



VAPORLITE™ PANELS

We use a breathable and proprietary, 3-layer composite system that targets the areas of your body where heat becomes most encapsulated, the side seams, armpits, inner thighs, and behind the knees.

VaporLite™ Panels allow sweat to evaporate more efficiently than any garment available to the fire service today.

COOLS THE CORE OF ANY COMPOSITE

VaporLite™ Panels are built exclusively with our TECGEN71® outer shell, a CoreCXP™ 1-layer thermal liner, and your choice of moisture barrier.

TECGEN71® is the only outer shell that can be paired with a single-layer thermal liner thanks to its exceptional breathability and thermal protection, achieving industry-leading RET & THL performance. Choose any composite for the rest of the garment and allow these panels to cool the core.



RET
15-19

THL
340+

TPP
35+

AEROVENT™ TECHNOLOGY

The first of its kind, our AeroVent™ Technology utilizes a one-way street ventilation design that operates in conjunction with the pressure differential between the outer environment and the microclimate inside your gear, allowing sweat vapor to escape without letting heat inside.

AeroVent™ Technology enables you to better regulate your core body temperature, reducing the risk of heat stress and other cardiac-related issues.

Particulate-blocking technology in the vents act as a barrier against potentially harmful carcinogens.

The vents lie within the VaporLite™ Panels, with two positioned along the armpits and two placed on the inner thighs, to facilitate airflow and promote optimal cooling where it matters most.



By promoting airflow through dynamic movement, AeroVent™ Technology generates a constant cooling sensation. As the wearer becomes more active, increased air circulation within the garment results in a heightened cooling experience.

01 **2-PIECE COLLAR**

With a snap tab that ensures the zip-in liner hangs evenly

02 **OMNIDEX™ SHOULDER**

Seams align with the body's natural hinge points for optimal flexibility and minimal coat rise

03 **9" OF EASE**

At the chest for optimum amount of air gap to maximize THL & TPP per Florida State University testing

04 **VAPORLITE™ PANELS**

Breathable 3-layer composite panels running down the side seams and in the armpits allow sweat to evaporate more efficiently

05 **AEROVENT™ TECHNOLOGY**

Vents placed along the armpits facilitating airflow and promoting optimal cooling

06 **OPEN INSPECTION PORT**

Located along bottom hem

COAT FEATURES

PANT FEATURES

01 **OPEN INSPECTION PORT**

Located at the top of the waist

02 **VAPORLITE™ PANELS**

Breathable 3-layer composite panels located at inner thighs and behind knees allow sweat to evaporate more efficiently

03 **AEROVENT™ TECHNOLOGY**

Vents located at inner thighs facilitating airflow and promoting optimal cooling

04 **3D FLEX PANELS IN THE KNEES**

Allow for a free range of motion with hinge points incorporated into knee padding, ensuring optimal mobility and comfort

05 **OPTIMIZED LEG OPENING**

For ease of donning and doffing boots



AeroFlex™ — a groundbreaking leap in firefighter comfort and safety



1.877.MES.FIRE



CUSTOMERCARE@MESFIRE.COM



MESFIRE.COM



FXR CUSTOM TURNOUTS

FXR turnouts are specifically designed to minimize firefighter stress and fatigue through Active Posture Design™, allowing for full range of motion - especially while wearing your SCBA!

Certified to NFPA 1971



SEAMLESS COLLAR

Comfort and NFPA compliant protection without the need for a throat tab



OMNIDEX™ SHOULDER

Eliminates coat rise and sleeve retraction by moving the shoulder seam to the natural bending point, allowing for optimal SCBA positioning



DEXFLEX™ KNEES AND ELBOWS

Move freely and reduce resistance with naturally-bent legs and arms



ACTIVE POSTURE PANT DESIGN

Provides natural movement and comfort in a forward firefighting position



AVAILABLE IN A VARIETY OF MATERIALS,
INCLUDING PROXIMITY.



I2H INTEGRATED HARNESS PANT

ONLY AVAILABLE IN FXR TURNOUTS

Lightest harness on the market with the 1st ladder hook-style carabiner to meet ANSI Z350.12-2009 requirements, in addition to NFPA 1983.

HIGHLIGHTS

- Side-Opening Harness & Angled Fly
- Large, Easily Accessible Carabiner
- Full Pocket Storage with Secured Hook
- Holds Most Anchor & Descender Devices
- Available with a Full Bellow Pocket
- Cradles up to 150ft of Webbing & Offers up to 100ft of Rope Storage

NO HARDWARE INSIDE PANT TO REDUCE POTENTIAL FOR MATERIAL ABRASION



RESCUE80 FATIGUES



Easily power through 90% of your calls with this single-layer garment designed to require less cardiovascular energy than your structural gear. Dual-certified to give you the protection you need, our TECGEN51 Fatigues reduce heat stress, fatigue, and the spread of harmful carcinogens.

Certified to NFPA 1951 and 1977

- Wearing structural gear on non-fire emergencies can cause unnecessary stress on your body and contribute to repeated exposure to contaminants
- Wear TECGEN51 Rescue80 Fatigues as your daily PPE to minimize exposure to carcinogens
- Our lightweight, single-layer garment is the perfect fit for 90% of your calls

THE PERFECT FIT FOR:

EXTRICATION/MVAs
SEARCH AND RESCUE
CONFINED SPACE SUPPORT PERSONNEL
JUNIOR & EXPLORER PROGRAMS
WILDLAND, GRASS & BRUSH FIRES
HIGH / LOW ANGLE RESCUE
TRENCH RESCUE
GOODWILL CALLS



- Optional Zip-In Nomex® Fleece Liner
- Tan, Black, or Navy

MADE EXCLUSIVELY WITH
TECGEN51 NON-PFAS FABRIC

Honeywell PRO NightHawk 5555

Each call brings unpredictable challenges, which is why you need footwear you can depend on hour after hour, day after day, for protection – and comfort.

Introducing PRO Series NightHawk™ 5555 Boots from Honeywell: Rugged protection and durability. Remarkable comfort and agility to fuel your endurance.

Agile Construction:

NightHawk boots are athletic footwear that fit right, moving with you to give you the performance you need without resistance or distraction.

NightHawk 5555 is fire boot comfort at its finest. Trusted to perform in even the toughest circumstances – just like you.

CERTIFICATIONS

NFPA 1971 Structural FF

NFPA 1992 Liquid Splash

CSA Z195 variant available

SIZES

Widths: Medium, Wide, X-Wide

Half sizes: 5½ to 15½

Full sizes: 5 to 16

Made in the USA



1.877.MES.FIRE
MESFIRE.COM



DuPont™ and Kevlar® are trademarks or registered trademarks of E.I. du Pont de Nemours and Company. CROSSTECH, GORE, and designs are trademarks of W.L. Gore & Associates, Inc.

Technical Data Package

Honeywell PRO-Series NightHawk™ - Model 5555 Boot Structural Firefighting / Liquid Splash & Hazardous Material Emergency Boot

UNION MADE IN THE USA

GENERAL - 5555

14" height, all leather, pull-on bunker style boot. Flame-resistant, water-repellant leather, safety toe, electrical hazard rated soles, steel bottom penetration resistance barrier, steel shank, shin guard, heel lock counter/foam system, quick donning and doffing features for fire suppression personnel.

COMPLIANCE - Safety boots meet or exceed and are compliant to the following standards:

- **NFPA 1971-2018** - "Standard on Protective Ensembles for Structural Fire Fighting"
- **NFPA 1992-2018** - "Standard on Liquid Splash Protective Ensembles and Clothing for Hazardous Materials Emergencies"
- **ASTM F2413-17** - Class 75 impact resistance/compression resistance requirements; puncture protection requirement

UPPER (OUTER SHELL)

MIL AB 5½ oz/ft² silicone impregnated full-grain cowhide leather upper throughout the main shaft and foot areas.

UPPER FLEX JOINTS

MIL AB 2½ oz/ft² silicone impregnated full-grain cowhide leather and contoured foam provide flexible transitions from the foot to the leg to expand agility and provide world-class crouching and crawling comfort.

PULL-ON LOOPS

Leather-reinforced, 1" wide Nomex® pull straps attached to the exterior boot shaft utilizing 1 ¾" x 1 ½" shield-shaped anchors. Attached approximately 1 ½" below top line to provide easy hand access for doffing without creating difficulty to turnout pants.

SHAFT TOP LINE

Leather top binding for a smooth, finished edge.

SHIN GUARD

Fire-resistant Rubber for cushioning and load-spreading protection. Shin guard is a 4 7/8" tall, inverted trapezoid, with tapered width from 2 7/8" to 2 3/8".

POWERTOES

Fire resistant, abrasion resistant rubber covers entire frontal toe area and incorporates three lateral bumper cleats for extended durability life of the boot. Outstanding resistance to toe area abrasion.

HEEL KICKER

Fire resistant, abrasion resistant, rubber compound in heel area with 3 horizontal cleats exposed to aid doffing of footwear and provide an additional high visibility element.

FULL HEIGHT CROSSTECH FOOTWEAR FABRIC BOOTIE SYSTEM

Laminate of Cambrelle lining material, 300 gm polyfelt insulation, and CROSSTECH® footwear moisture barrier fabric. All seams are secured with premium CROSSTECH® sealant tape.

ORTHOLITE® X-40 INSERT FOOT BED

Removable, replaceable polyurethane insert with fabric liner. 3-D Contoured support that is breathable, with moisture-wicking, anti-microbial, and odor fighting properties. High rebound performance ideal for all day use. Open cell for quicker drying.

INSOLE

Dual Insole boards - GI 100 S and GI 80 S. Resin treated high denier polyester non-woven fabric to enhance strength, durability, and comfort during wear in dry or wet environments. GI boards do not degrade from moisture or perspiration.

HEEL COUNTER & LOCK SYSTEM

Thermoplastic molded heel counter and foam system provide proper shaping in heel area insuring superior fit, comfort, and durability, with reduced lower back and pelvic stress. Counter is lined with heavyweight textile for extra comfort.

SAFETY TOE

Oblique shaped steel toe (.062" +.005"/-.0025" thick) Austempered and treated with zinc phosphate rust preventative. Hardness is 42-54rc (Rockwell Hardness).

LADDER SHANK

19 gage, austempered steel with triple reinforcement ridges. Treated with zinc phosphate rust preventative.

PUNCTURE RESISTANT BOTTOM PLATE

Stainless flex steel bottom plate with full hard temper, tensile 180,000 psi minimum and .017" - .02" thickness sized to allow maximum bottom puncture resistance protection.

OUTSOLE

Vibram® Racer outsole. Notched perimeter lugs provide substantial edging capabilities on sloped or uneven terrain. Self-cleaning lugs are complemented by an omni-directional pattern for superior contact.

SOLE COMPOUND

Vibram® Fire/Ice compound has a minimum NBS abrasion of 120 and withstands extreme heat. Provides superior traction on wet or dry surfaces as well as snow and ice.

THREAD

Uppers – 105 Tex Kevlar®

UPPER STITCH CONFIGURATION

- Single needle lock stitch used on side binding and backstays.
- Double needle lock stitch used on vamp/foxing to shaft connection.
- Pull-on loops secured with single needle lock stitch.
- Singer lock stitched a maximum of ten stitches per inch.

SIZES (Full and half sizes)

Men's M, W, XW – Sizes 5 – 16
 Women's M, W, XW – Sizes 5 – 12
 Extra wide calf available

LABELS and USER GUIDE

User Information guide is attached to each pair of boots. Appropriate warning labels are affixed to boot liners. NFPA required labels for each certification are affixed to boot liners. Logo of third party certification authority also on labels. Certification includes Label durability assessment for affixation legibility.

BAR-CODING

Code 128 symbology; incorporates a unique serial number. The symbology information will also appear in written text in the English language. Bar-coding appears in right boot of each pair and on outer packaging.

MADE IN USA



Warranties

For Morning Pride® Models and Honeywell Protective Products:

Honeywell warrants that all Morning Pride® TAILS™, VIPER, EDGE, RANGER, VE, and Honeywell protective products are free from defects in material and workmanship for the useful life of the product. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, and normal wear. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection. Honeywell warrants that Morning Pride® by Honeywell FYR-Glass helmet shells are free from defects in material and workmanship for a period of 5 years from the date of manufacture when used for normal firefighting and related operations. This warranty does not cover accidental damage, intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions and normal wear. Training Damage – This helmet meets the NFPA 1971 standard for high convective and radiant heat resistance. These tests will damage the helmet. To avoid similar damage in training exercises (flashover and/or high heat training), always use an aluminized helmet cover. Any heat damage to a helmet without an aluminized cover during such training voids all warranties, express or implied. END USER IS STRONGLY CAUTIONED not to install any accessory piercing the shell. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

For Footwear:

Honeywell warrants that all PRO Series, Ranger Series and Honeywell protective footwear products manufactured and/or distributed by Honeywell First Responder Products, or its authorized distributors are free from any defects in material or workmanship for a period of two years from the factory purchase date (with proof of purchase), or two years from the date of manufacture otherwise. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be replaced at the discretion of Honeywell. Any replacement will be for the same size and style, or similar style, if exact replacement is not available. This warranty covers normal firefighting use only. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, exposure to a substance or environment that degrades the product and normal wear. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

TABLE 1 – GENERAL TECHNICAL DATA FOR MODEL BT5555

Ensemble Element	Performance Requirement	Test Method	Requirement	Result
Footwear	Liquidtight integrity	ASTM D5151 with modifications (Section 8.10)	No leakage	Pass
	Toe impact and compression resistance; sole puncture resistance	ASTM F2412	Footwear meets toe & sole requirements	Pass
	Slip resistance	ASTM F2913 (Section 8.16)	Coefficient ≥ 0.40	Forepart 0.62 Heel 0.57
Footwear upper materials	Chemical penetration resistance	ASTM F903 (Section 8.4)	No penetration for at least 1 hour for each chemical specified	See Table 2 below
	Cut resistance	ASTM F1790 (Section 8.11)	Blade travel distance ≥ 20 mm at 350 g	>44.5 mm
	Puncture resistance	ASTM F1342, Method A (Section 8.12)	Puncture force ≥ 36 N	138 N upper 94 N flex
Footwear upper material seams	Chemical penetration resistance	ASTM F903 (Section 8.4)	No penetration for at least 1 hour for each chemical specified	See Table 2 below
Footwear sole and heel	Abrasion resistance	ISO 4649, Method A (Section 8.14)	Relative volume loss ≤ 250 mm ³	≤ 133 mm ³
Footwear ladder shank	Bending resistance	Section 8.15	Deflection ≤ 6 mm	2 mm

TABLE 2 – SPECIFIC CHEMICAL EXPOSURE DATA FOR MODEL BT5555

Chemical (concentration)	Minimum Requirement*	Footwear Upper Material	Footwear Seams
Butyl acetate, CAS No. 123-86-4, > 95%	Pass	Pass	
Dimethyl formamide, CAS No. 68-12-2, > 95%	Pass	Pass	
Fuel H (42.5% toluene, 42.5% isooctane, 15% ethanol)	Pass	Pass	Pass
Isopropyl alcohol, CAS No. 67-63-0, > 91%	Pass	Pass	
Methyl isobutyl ketone, CAS No. 108-10-1, > 95%	Pass	Pass	Pass
Nitrobenzene, CAS No. 98-95-3, > 95%	Pass	Pass	
Sodium hydroxide, CAS No. 1310-73-2, 50%	Pass	Pass	
Sodium hypochlorite, 10%	Pass	Pass	
Sulfuric acid, CAS No. 7664-93-9, 93.1%	Pass	Pass	Pass
Tetrachloroethylene, CAS No. 127-18-4, > 95%	Pass	Pass	

* A pass result indicate no liquid penetration through the tested specimens after a 1-hour exposure with 1-minute of the exposure at 7.8 kPa hydrostatic pressure. **Note – Shaded areas indicate no requirement for testing**

6 April 2018

GENERAL WARRANTY:

Fire-Dex, LLC warrant its protective clothing products to be free from defects in workmanship for the serviceable life of the products when used by appropriately trained personnel following proper firefighting procedures and when the product's warning, use and care instructions are followed. Inasmuch as Fire-Dex has no control over the manner or way in which our product is used after it leaves our plant, Fire-Dex cannot be responsible by warranty or otherwise, for results or effect of its use. Each user should make their own tests (preferably by a qualified safety engineer) to determine the suitability of our product for his particular application.

FIRE-DEX FOOTWEAR WARRANTY:

Fire-Dex warrants its protective footwear to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase when properly used and cared for. Products believed to be defective should be returned to Fire-Dex at owner's expense for complete analysis and inspection. At the sole discretion of Fire-Dex, if deemed defective, the product will be either repaired or replaced. Any replacement will be for the same model, standard, and size.

This warranty explicitly covers Fire-Dex footwear used for the purpose for which it was designed, by trained personnel, following proper procedures in accordance with the product's warning, use, inspection, care/maintenance, and storage instructions. Events specifically excluded from this warranty include but are not limited to: normal wear and tear, accidental damage (chemical exposure, nail tears, etc.), intentional or unintentional abuse or where evidence of disregard for care instructions. It is recommended that the user frequently inspect and properly maintain these products as failure to properly care for footwear will lead to a reduction in the serviceable life of the product.

For purpose of this warranty, "Defects in Materials" refers to flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods.

FIRE-DEX HELMET WARRANTY:

The helmet manufacturer shall warrant the original purchaser that the entire helmet, excluding any eye protection, shall be free of defects in material and workmanship, under normal use and service, for a period of at least two (2) years from the date of manufacture.

The helmet shell shall have a warranty of 10 years from defects in material and workmanship under normal use and service.

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-110

RFP Title: Firefighter Structural Turnout Gear

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP December 5, 2024 and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

No person or company, their employees, representatives, agents, attorneys, etc. will contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Abby Shipp is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Abby can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent

3. Please Note: To all current and previous City of Alpharetta vendors, contractors, and consultants.

Regardless of any previous relationship with our City, you must build out your proposal as requested in this RFP.

Do not neglect to provide requested information or details requested simply because you expect that we already know your work.

Your response to this procurement will be reviewed and evaluated solely on the information provided in your response.

4. RFP Schedule of Events

A. **Proposal Close Date, Deadline for Submissions: January 16, 2025, 10:00 AM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.

B. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>

C. This project web page has the important dates and all project documents for this RFP.

- D. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
- E. In each question, clearly tell the RFP document and section that is in question.
- F. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
- G. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

5. Our Review of Proposals and Review Criteria:

- A. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
- B. We will first review all proposals to be sure that proposal have basic requirements and information.
- C. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is required will be removed from further review and scoring.
- D. The Review Team will only get correct proposals for review and scoring.
- E. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
- F. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set-up a site visit; or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.
- G. For all Offerors replying with Exceptions to the noted specifications:

A review of exceptions will be made prior to the review of the proposal. If the exceptions are acceptable, the evaluation committee will review the proposal. If the exceptions are not acceptable to the City, the proposal will be deemed non-responsive and will not receive further review.

Each Offeror will be evaluated individually using weights for each criterion on the next page. For evaluation purposes, cost will be scored based on the total price for a regular sized set of turnout gear.

The City may request a sample of items for review before considering them acceptable.

Evaluation Criteria	Maximum Points
Company References	10%
Project Approach and Service Level	20%
Specification Compliance (based on responses to Appendix A &B)	30%
Cost	37%
Local Vendor Preference	3%
Total	100%

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta (City) requests proposal responses from Offerors experienced in working with municipality and fire personnel to provide Structural Turnout Gear and Pull-on Boots. Structural turnout gear is specialized protective clothing worn by firefighters during structural firefighting operations. It is designed to provide firefighters with protection against heat, flame, sharp objects, and other hazards encountered in a structural fire.

The City's intent is to award a 1-year non-exclusive contract to one or more successful Offerors that supply the requested items. The City reserves the right to enter into contracts with multiple companies for Structural Turnout Gear and Pull-on Boots.

Each Offeror shall understand that no guarantee is made for the number of items to be purchased by the City. During the term of any contract awarded based on this RFP, items may be changed, added to, or eliminated from the list by the City.

The successful Offeror shall have a convenient location for in-store fitting and ordering within a 75-mile radius of our City Hall, 2 Park Plaza, Alpharetta, GA.

At no extra charge to the City, the Offeror shall also provide on-site measuring/fitting of fire personnel at one or more of the City's fire stations if requested by the City. This request would be for multiple fittings for orders of multiple items.

2. Scope of Work

1. The Items requested in the RFP are:

- Protective Jacket for Structural Firefighting

- Protective Pant for Structural Firefighting
- 14" Pull-on Boots for Structural Firefighting

2. For jackets and pants, the complete specification details, design, and materials criteria to afford protection to the upper and lower body, excluding head, hands, and feet, against adverse environmental effects during structural firefighting are in Appendix A of this RFP. All materials and construction will meet or exceed current National Fire Protection Association (NFPA) and Occupational Safety & Health Administration (OSHA) standards for structural firefighters' protective clothing.

- Certified to NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition for Structural Fire Fighting and
- NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition.

3. For boots, the complete specification details, design, and materials criteria to protect the lower legs and feet against adverse environmental effects during structural firefighting is in Appendix B of this RFP. All materials and construction will meet or exceed current NFPA and OSHA standards for structural firefighters' protective clothing.

- Certified to NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition for Structural Fire Fighting and
- NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition.

4. Measuring and fitting shall be provided at the Offeror's site within a 75-mile radius of our City Hall. For large orders requiring the fitting of multiple Fire personnel, the Offeror shall also provide on-site fitting at one or more of the City's Fire Stations if requested by the City at no extra charge to the City.

5. All items, Jackets, Pants, and Boots shall be manufactured in the United States.

6. Replying to this RFP is confirmation that the Offeror can and does comply with information within this RFP. Any Exceptions (exceeds request or cannot comply) must be noted in the Offeror's response.

7. Offeror must complete and return specification forms found in Appendix A for protective jacket and pants and in Appendix B for pull-on boots. Any exceptions require explanation. See instructions for completing at the beginning of each appendix.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Proposal Document Formats

- ❖ Each proposal must follow these document formats.
 - Failure to follow these formats will reduce our review team's ability to evaluate and may result in a lower proposal score or in complete removal of a proposal from scoring.

- Format your document text using the following outline. Excluded from noted formatting are cover pages, section separators, company logos, photos, charts, and headers.
 - formatted to single space lines,
 - 10 to 12-point font size,
 - black font color, and
 - upload proposal documents in PDF format unless otherwise requested.
 - OK, but not necessary, to bookmark PDF files by sections included.

3. Proposal Submittal Instructions

What We Want You To Provide To Us In Your Proposal

- We have outlined information to be submitted in this technical portion of your response.
- The following are required sections for each proposal submitted in response to our request.
- For each section there are certain topics listed to be included within each section.
- Evaluation criteria maximum review points are provided with sections that will be scored.
- Each section must begin on a new page.
- Each proposal must be responsive to all requested information.
- Note and follow any direction concerning page number limits.

Document 1: Cover Letter

Required but not scored.

Limited to two (2) page maximum.

A. Provide a brief company introduction and business profile.

B. Include the following information:

1. Brief business profile.
2. Office location.
3. Number of years in business.
4. Single point of contact for your proposal
 - Name, including business title,
 - Mailing address,
 - Telephone number, cell phone number, and
 - E-mail address.

Document 2: Company References*10 Review Points*

Limited to one (1) page maximum.

A. Company References.

Supply at least three references for work or services like the project in this RFP (don't include the City of Alpharetta). These references must be for work or services provided within the last three years.

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal

Document 3: Project Approach and Service Level*20 Points*

Limited to five (5) page maximum.

Offeror shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished. Items to address in the proposal include, but may not be limited to:

1. Process for measuring and fitting of turnout gear for staff.
2. Scheduling of sizing for new employees or for replacement turnout gear. Explain scheduling for fittings at the Offeror's site and for on-site fitting at the City's location.
3. Location of site supplying the items.
4. Lead time for delivery once orders have been entered.
5. Warranty
6. Packaging and shipping information.
7. Order notifications.
8. Invoicing process.

Document 4: Cost Proposal

37 points

Do not include Cost proposal with other Proposal documents.

- Submit Cost Proposal separately using the Excel formatted cost proposal.
- Pricing will be fixed for the one-year term of this contract.

Item	Regular Size		Note any Price Differences for Larger Sized Items			
	Note Regular Size Range	Regular Size Pricing	Note Large Size Range	Large Size Pricing	Additional Large Size Range	Additional Large Size Pricing
Protective Jacket for Structural Fire						
Protective Pant for Structural Fire						
Structural Firefighting 14" Pull-On Boots						
Total		\$ -		\$ -		\$ -

DOCUMENT 5: Appendix A and B

30 Points

The Offeror must complete and return Appendix A and B, General Specification Forms.

Optional Form

3 Points

Local Vendor Preference application is not a required document.

→ Submit only if your firm is a registered and holds a current City of Alpharetta Business License.

Only if your company fits the requirements for a City of Alpharetta Local Vendor, provide the completed application along with all requested information, documents, and a copy of your current City of Alpharetta business license.

Required Forms

- We have provided three required forms. You must complete these forms and return to us with every proposal.

- We prefer all three completed forms returned as one PDF file. However, we won't lower your score if you return the forms separately.
- Below are the required forms for all proposals:
 - a) **IRS Form W-9**
 - b) **Bidder's Disclosures and Certifications**
 - c) **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A, B, C's.
 - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
 - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company.
- Name of Project – Same as RFP title.
- Date, City, and State – when and where this form was signed.
- Signature of Authorized Officer or Agent – to be signed.
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal.

- ❖ ***E-Verify side note:*** Companies return this form to us incorrectly more often than anything else we request in our RFPs.
 - ❖ State of Georgia law requires that we have this completed form before we can review a bid or bid.
 - ❖ A form with errors doesn't fulfill this requirement.
 - ❖ Top mistakes include:
 - Wrong number or missing information.
 - Not notarized.
 - Not signed.
 - Wrong form returned.

Other Required Information: Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

You will fill out the questionnaire provided.

Questionnaire response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Acknowledge Addenda, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Acknowledge Insurance Requirement, Response Type: Yes, No entry.

Appendix A: General Specifications for Protective Jacket and Pants for Structural Fire Fighting**Instructions:**

1. This completed General Specification Form must be included with Offeror's proposal to be considered responsive and eligible for review by the Evaluation Committee.
2. Offerors must review each specification, then note if Offeror will comply or if there is an exception to the specification.
3. ALL exceptions to these specifications must include an explanation clearly stating the reason for the exception. Use additional pages as needed, noting the number / title of the exception.
4. If Offeror is not offering items exactly as listed in these specifications, Offeror shall be prepared to supply a sample (at Offeror's expense) to the City, within one week of the City's request. Offeror shall not send samples unless requested by the City after the City's review of exceptions.
5. After award recommendation to Council, Offerors may request the return of any samples at Offeror's expense.

1. SCOPE

This specification details design and materials criteria to protect the upper and lower body, excluding the head, hands, and feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed current NFPA and OSHA standards for structural firefighters' protective clothing.

- Certified to NFPA 1971, *Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition* for Structural Fire Fighting and
- NFPA 1992, *Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition*.

☒ Comply ☐ Exception

2. MATERIAL AND CONSTRUCTION**OUTER SHELL MATERIAL - JACKETS AND PANTS**

The Kombat Flex™ (a.k.a. Kombat Flex™ with PBI® Technology) outer shell shall be constructed of

60/40 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square

yard. TENCATE shall manufacture the Kombat Flex™ material and must be treated with SSTÔ (SUPER SHELLTITE), a durable water-repellent finish that enhances abrasion resistance. Color of the garments shall be natural/gold.

☒ Comply ☐ Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "CALDURA® ELITE SL2i"; with an approximate weight of 7.7 oz per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E-89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Kevlar® filament and FR rayon/para-aramid/nylon inherently wicking Caldura® face cloth. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene-coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

☒ Comply ☐ Exception

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE CROSSTECH® black moisture barrier - Type 2F, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example, Teflon®) matrix having a continuous hydrophilic (i.e., water-loving) and oleophobic (i.e., oil-hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

☒ Comply ☐ Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1-inch-wide sealing tape. One side of the tape shall be coated with a heat-activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

☒ Comply ☐ Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Are-Shield® snap fasteners at each shell sleeve end. There shall be one Ara-shield® snap tab in the liner in addition to snap fasteners to correspond with color-coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Arashield® snap tabs shall be color-coded to a corresponding color-coded snap tab in the liner to easily match the liner system to the outer shell after inspection or cleaning is completed.

☒ Comply ☐ Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

☒ Comply ☐ Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams shall have a minimum of 8 to 10 stitches per inch. All Major A seams shall be sewn with ballpoint needles only. All seams shall be continuously stitched only.

☒ Comply ☐ Exception

3. JACKET CONSTRUCTION BODY

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

☒ Comply ☐ Exception

SIZING

The jacket length shall be sloping in design, measured from the juncture of the collar and back panels to the hem of the jacket, and shall measure

27 inches in the front/31 inches long in the back. (women's)
29 inches in the front/33 inches long in the back. (standard)
32 inches in the front/36 inches long in the back.
35 inches in the front/39 inches long in the back.

The jacket shall be available in male and female patterns in even size chest measurements of two-inch

increments and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

☒ Comply ☐ Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1-inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

☒ Comply ☐ Exception

LINER ACCESS OPENING - JACKET

The liner system of the jacket shall incorporate an opening at the leading edges of the right front panel. This opening shall run a minimum of 11 inches for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell, the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

☒ Comply ☐ Exception

LOGOS

The garment brand shall be identified by means of red FR Nomex thread embroidery on the top of the left collar denoting the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

☐ Comply ☒ Exception *Specific To One Manufacturer*

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA #1971 and OSHA. The trim shall be in the following widths and shall be **NYC style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

☒ Comply ☐ Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by Kevlar trim abrasion cording. This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance.

☒ Comply ☐ Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 2" lime/yellow 3M Scotchlite™ lettering on Row A reading: ALPHARETTA.

☒ Comply ☐ Exception

LETTER PATCHHanging Letter Patch

The Hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners, FR hook, and loop fastener tape. 3" letters shall be sewn on for the firefighter's name.

☒ Comply ☐ Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of specified moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of 5/8 inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of 5/8 inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self-material fabric hanger loop shall be sewn at the top of collar. The throat tab shall consist of a minimum 4-layer construction, and it shall be of be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of

approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3-inch piece of FR loop fastener tape shall be sewn horizontally to the each end of the throat tab and a 1 inch by 3 inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.

☒ Comply ☐ Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure no thermal or moisture protection interruption in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. A wicking barrier constructed of Crosstech 2F moisture barrier material shall be installed on the front closure system on the left and right sides directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾ inch beyond the inner facing, and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

☒ Comply ☐ Exception

STORM FLAP

A rectangular storm flap measuring approximately 3¼ inches (6 inches for hook and dee inside/FR hook and loop fastener tape outside closure; aka #7C) wide and a minimum of 21 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right-side body panel and shall be reinforced at the top and bottom with backtacks.

☒ Comply ☐ Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 20-inch size #10 heavy-duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The storm flap shall close over the left and right jacket body panels and

shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

☒ Comply ☐ Exception

SEMI-EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 8 inch wide by 8 inch high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the jacket. The rear of the pockets shall expand to a depth of 2 inches. *The semi-expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* Two rust-resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate water drainage. The pocket flaps shall be constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven backtacks, and the pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A separate hand warmer pocket compartment will also be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.

☒ Comply ☐ Exception

SLEEVES

The sleeves shall be of two-piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeves shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity. The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

☒ Comply ☐ Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with an extra layer of outer shell material.

The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one-half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

☒ Comply ☐ Exception

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **PBI®/Kevlar® blend hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs on the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color-coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

☒ Comply ☐ Exception

LINER SHOULDER THERMAL ENHANCEMENT PLUS ADDITIONAL THERMAL

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. This thermal enhancement layer shall drape over the top of each shoulder, extending from the collar to the sleeve/shoulder seam and 5 inches to the front 2 inches to the back of the shoulder cap. The shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage. In addition to the enhancement above, additional thermal protection shall be provided with a front/back padded Nomex thermal liner.

☒ Comply ☐ Exception

RADIO POCKET

Each jacket shall have a pocket designed to store a portable radio. This pocket shall be of box type construction, double stitched to the jacket, and have one drainage eyelet in the bottom. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket and approximately ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop fastener tape. A 1½ inch by 3-inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3-inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire pocket inside shall be lined with neoprene-coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest.

☒ Comply ☐ Exception

MICROPHONE STRAPS

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. The microphone strap shall be mounted above the radio pocket and over the right chest and shall be constructed of double layer outer shell material.

☒ Comply ☐ Exception

SELF STRAP WITH HOOK & LOOP

Each jacket shall be equipped with a Strap Below the microphone clip on the right chest will be a strap constructed of outer shell material measuring approximately 1 inch by 12 inches and shall hold the barrel of the flashlight. The strap will be equipped with a 1 inch by 3 inches FR hook and loop closure at front of the strap to facilitate easy removal of the flashlight.

☒ Comply ☐ Exception

4. PANT CONSTRUCTION

BODY

The shell's body shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex®

thread. The body panels and seam lengths shall be graded to size to ensure accurate fit in a broad range of sizes.

☒ Comply ☐ Exception

SIZING

The pants shall be available in even size waist measurements of two-inch increments and shall be available in a range of sizes from 24 to 68 for both men and women. The pant inseam measurement shall be available in two-inch increments. Generalized sizing, such as small, medium, large, etc., shall not be considered acceptable. Sizing specifically for women shall also be available.

☒ Comply ☐ Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement shall serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants. The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system shall be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. No hook and loop shall be used to close the liner access opening.

☒ Comply ☐ Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pant shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

☒ Comply ☐ Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by Kevlar trim abrasion cording. This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective

fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance.

☒ Comply ☐ Exception

WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer

shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias shall not provide the same amount of stretch to the garment and shall be considered unacceptable.

☒ Comply ☐ Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be threaded through an Ara-Shield® material strap. The strap shall measure a total of approximately 10 inches and shall be folded in half to create a double layer strap for the safety hook to be threaded through. The double layer strap shall be folded in half and stitched to the waist area using three heavy duty bar tacks, for a finished strap length of approximately 2 ½ inches. A dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

☒ Comply ☐ Exception

EXTERNAL / INTERNAL FLY FLAP

The pants shall have a left-handed opening and shall have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the right front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner, and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on the waist, shall be sewn to the leading edge of the left front body panel. The inside of the left front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material. The underside of the

outside fly flap shall have a 1½-inch wide piece of FR loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier inserted between the two layers to ensure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside left front body panel, securing the fly in a closed position. Appropriate snap fastener halves shall be installed at the waistband's leading edge to further secure the pants in the closed position.

☒ Comply ☐ Exception

KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to ensure no restriction of movement. The AXTION® knee shall be installed proportionate to the pant inseam so it falls in an anatomically correct knee location. The thermal liner shall be constructed with four darts per leg in the front of the knee. Two shall be located above the knee (one on each side), and two shall be located below the knee (one on each side). On the moisture barrier, the system shall consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

☒ Comply ☐ Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of one layer of specified thermal liner and one layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less coverage area.

☒ Comply ☐ Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to ensure proper coverage when bending, kneeling, and crawling. The knee reinforcements shall measure approximately 9 inches wide by 12 inches high and shall be double-stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective

coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable for replacement without opening the Major A seams of the outer shell of the pants.

☒ Comply ☐ Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of neoprene-coated aramid batt and one layer of quilted aramid batt. Both layers of padding shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward. In addition to the above padding, two layers of Nomex quilt shall also be provided.

☒ Comply ☐ Exception

5. EXPANSION POCKETS

EXPANSION ESCAPE SYSTEM ROPE POCKET (Right)

A 2X8X9 pocket shall be specifically designed for CMC emergency escape. The pocket shall be reinforced with Dragonhide on the lower half with compartments divided for the safety hook. The pocket flap shall measure 9" of double Kombat Flex material with the end of the flap weighted with silizone. A separate compartment flap shall be sewn inside the pocket to separate the rope from the descending device. 3" Lime Yellow Triple Trim shall be sewn on the outside of the pocket flap.

☒ Comply ☐ Exception

LEFT POCKET WITH ARASHIELD 3 PACK TOOL POUCH AND REFLECTIVE TRIM

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of the left leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A gray Arashield 3 pack tool pouch shall be sewn in. A row of 3" lime yellow scotchlite triple trim shall be sewn over the left pocket in the vertical position.

☒ Comply ☐ Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with an extra layer of outer shell material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

☒ Comply ☐ Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There shall be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance shall be much like a horizontal belt loop to capture the suspender ends. A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders shall be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid. The rear ends of the suspenders shall be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders. Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders shall be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments shall then fold over and attach to themselves securing the suspender to the pants.

☒ Comply ☐ Exception

SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and shall be graded to

size. This feature in combination with other design elements shall maintain alignment of the knee directly over the knee pads when kneeling and crawling.

☒ Comply ☐ Exception

TAKE UP STRAPS

The pants shall be equipped with two take up straps. The straps shall be constructed of approximate 1

inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps and one pull-tab. The rear strap component shall be constructed of black Aramid twill. The rear strap shall measure 1 inch wide and approximately 5 inches long and shall be folded back to form a loop which shall hold a high-temp thermoplastic slide fastener. The slide fastener shall point toward the front. The opposite end of the strap shall be stitched to the pants with two rows of double-needle stitching. The front strap component shall measure approximately 1 inch wide by approximately 10 inches long. One end shall be folded back on itself to form a loop and the high-temp thermoplastic slide fastener from the other strap shall be captured within the loop. The opposite end of the front strap component shall be inserted through a high-temp thermoplastic buckle forming a loop and double-needle stitched to itself to secure the buckle in place. The opposite end shall be inserted through the buckle and shall be stitched to the pants with two rows of double-needle stitching. An approximate 1 inch by 1 3/4 inch black Aramid pull tab shall be secured to the buckle. The pull-tab shall be constructed of approximate 1 inch by approximately 4 inch black Aramid twill shall be looped through the opposite end of the buckle, folded in half and double-needle stitched to itself just below the buckle and at the opposite end. The take up strap pull-tabs shall pull toward the front to allow for adjustment. The overall finished length of the take up strap shall measure approximately 9 inches.

☒ Comply ☐ Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs shall be constructed such that the back of the leg is approximately 1 inch

shorter than the front. The liner shall also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature shall minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

☒ Comply ☐ Exception

RAPPELLING HARNESS LOOPS

Each trouser shall have a series of 9 Harness loops around the waist and inner thigh. The loops shall be

constructed of a double layer of outer shell material and shall be of a 2-piece design – top and bottom. The top and bottom of each loop shall attach to each other with snap fasteners, FR hook,

and loop fastener tape sewn to the ends to accommodate the donning of the harness. The loops shall be universally located to accept the Rappelling Harness worn outside the trousers. One additional loop shall be installed on the straight fly.

☒ Comply ☐ Exception

6. OTHER SPECIFICATION REQUIREMENTS

THIRD-PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. The Underwriters Laboratories certification mark shall denote such certification.

☒ Comply ☐ Exception

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA

certification label shall include the following information.

- Compliance with NFPA Standard #1971
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size

☒ Comply ☐ Exception

Insurance Services Office (ISO) CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a

satisfactory level of quality. Indicate below whether the manufacturer is ISO certified and registered by

checking either "Yes" or "No" in the space provided.

☒ Yes ☐ No

WARRANTY

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

☒ Comply ☐ Exception

HOOK AND LOOP SUPPORT PROGRAM

The support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer, providing the garments are otherwise serviceable. This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

☒ Comply ☐ Exception

SIZING BY VENDOR

Both male and female sizing samples shall be available. Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 48 hours of written notice. Measuring with a tape measure is not acceptable. Measuring shall be conducted at the Fire Stations as needed. Measuring on all three shifts shall be required, with two different measuring days per shift plus a makeup day.

☒ Comply ☐ Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees to be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

The manufacturer shall provide local care and maintenance training. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion. An online class shall also be available at no additional charge.

☒ Comply ☐ Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1-dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment. This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture

- Mark-For Data

This information shall be able to be imported into the manufacturer's web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

☒ Comply ☐ Exception

LOANER GEAR PROGRAM

The manufacturer shall provide loaner gear for no charge for jackets or trousers sent back for warranty-related issues if they occur. This same loaner program shall also be available as a rental program in the event of an emergency contamination situation where gear has to be taken out of service.

☒ Comply ☐ Exception

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

☒ Comply ☐ Exception

FACTORY AND FACILITIES INSPECTION

The manufacturer shall provide and make available an inspection visit to confirm compliance to specifications at no expense to the Fire Department.

☒ Comply ☐ Exception

PPE RECORD KEEPING

The manufacturer shall make available, at no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5

barcode found in the gear by going to the Search the Serial Number page in the PPE record-keeping program and scanning the asset's barcoded serial number.

☒ Comply ☐ Exception

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-110

RFP Title: Firefighter Structural Turnout Gear

RFP Q&A Posting Date: January 7, 2025

QUESTIONS & ANSWERS, CLARIFICATIONS

TO ALL OFFERORS:

1. We have included in this document the questions that we received from interested Offerors, along with our answers to these questions.
2. This is **NOT** an Addendum. This document does not make any changes to the RFP. It is simply for clarification purposes.
3. We will add this to the RFP documents as record of our Q&A.

BEGIN Q&A

Q1 Does this bid require to be bid complete with all items?

[A1 We do not require vendors to provide all the items listed.](#)

END Q&A

Recieved 

Appendix B: Specifications for Structural Fire Fighting 14" Pull-On Boots**Instructions:**

1. This completed Appendix B General Specification Form must be included with the Offeror's proposal to be considered responsive and eligible for review by the Evaluation Committee.
2. Offerors must review each specification, then note if the Offeror will comply or if there is an exception to the specification.
3. ALL exceptions to these specifications must include an explanation clearly stating the reason for the exception. Use additional pages as needed, noting the number/title of the exception.
4. If the Offeror is not offering items exactly as listed in these specifications, the Offeror shall be prepared to supply a sample (at the Offeror's expense) to the City within one week of the City's request. Offeror shall not send samples unless requested by the City after the City's review of exceptions.
5. After award recommendation to Council, Offerors may request the return of any samples at Offeror's expense.

NFPA and OSHA-Certified

This specification details design and materials criteria to afford protection to the lower legs and feet against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed current NFPA and OSHA standards for structural firefighters' protective clothing.

- Certified to NFPA 1971, *Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition* for Structural Fire Fighting and
- NFPA 1992, *Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition*.

☒ Comply ☐ Exception

General Design

14-inch Pull-On athletic footwear (cement construction) boot, black flame-resistant and water-resistant

leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather-trimmed

webbing pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel,

liquid and chemical-resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 3D lasting board, molded composite heel counter, internal heel fit system, and a removable molded footbed as well as an additional insert for use in conjunction with the footbed.

☒ Comply ☐ Exception

Slip Resistance

Boots must exceed the minimum test values for slip resistance (average of left and right foot) as detailed below to provide superior performance in dry, wet, and frosted ice conditions. Boots that do not exceed these minimums in all conditions shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request, showing the boots did exceed this requirement.

Test Method:	SATRA TM144:2011 Slip Resistance of Footwear and Floorings Load = 500 N
Dry Clay Quarry Tile:	Forepart > 1.00 Heel > 1.00
Wet Clay Quarry Tile:	Forepart > 0.60 Heel > 0.60
Frosted Ice -7°C Run 1:	Forepart = 0.28 Heel = 0.28
Frosted Ice -7°C Run 4:	Forepart > 0.12 Heel > 0.12

For maximum slip resistance, each outsole shall have Siping lines. Siping lines cut into flat areas open when flexed to provide additional traction on water and ice. The boot shall also include self-cleaning lugs and an omnidirectional tread pattern designed for superior performance in all terrains and when working on ladders.

☒ Comply ☐ Exception

Flexibility

Boots must reach the Maximum Flex Angle of 48 degrees without exceeding the critical bending moment with a resulting stiffness index of less than 10.0, as detailed below, to provide maximum flexibility. Boots that do not meet this requirement shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request, showing the boots did meet this requirement.

Test Method:	SATRA TM194:2004 Longitudinal stiffness of footwear
--------------	--

☒ Comply ☐ Exception

FireStorm Leather

Boots shall be made from heavy-duty, flame-resistant, and water-resistant full-grain cattle hide leather measuring 2.0 – 2.2 mm of thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather shall be utilized in collar and flex areas for mobility. The leather shall be chrome-tanned to

withstand high temperatures with minimal shrinkage, re-tanned to impart water resistance and low water absorption and finished to retain maximum breathability. Leather shall meet or exceed the following physical tests:

Water Penetration	ASTM D2099	15,000 flex minimum
Dynamic Water Absorption	ASTM D2099	15% maximum
Static Water Absorption	ASTM D6015	30% maximum
Slit Tearing Strength	ASTM D2212	30-pound minimum
Moisture Vapor Transmission minimum	ASTM D5052	350 g/meter ² /24 hours
Flame Resistance sec,	NFPA 1971	after flame no more than 2.0 not melt or drip, no burn- through

☒ Comply ☐ Exception

CROSSTECH® Footwear Fabric

A full-height, full sock bootie liner made from a package of Omaha lining fabric, 300g felt insulation, and CROSSTECH® moisture barrier shall be provided for a liquid-resistant and breathable moisture barrier as well as thermal protection as defined by the specified NFPA standards.

☒ Comply ☐ Exception

Athletic Footwear (Cement) Construction Outsole

For optimum flexibility and comfort, boot shall include a VIBRAM® Synthetic Rubber Contoured Cup Outsole cemented to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. The outsole must be made from a flame, abrasion, oil, acid, and slip-resistant compound engineered for high-traction, cold-weather resistance, and durability. Goodyear welt or direct attach construction methods shall not be acceptable.

☒ Comply ☐ Exception

Bootie-Shield Liner

A protective bootie shield of KEVLAR® fiber blend stitch bonded non-woven batting weighing 4.0 oz/yd² shall be positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional Flame Resistant (FR) protective bootie shield between the leather shell and the CROSSTECH® moisture barrier bootie shall not be acceptable.

☒ Comply ☐ Exception

Composite Safety Toe Cap

The safety toe shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and will spring back to shape after impact. Must exceed NFPA standards for safety. Metal toe caps shall not be acceptable.

☒ Comply ☐ Exception

Padded Leather Collar

The padded collar shall have a rolled top edge formed by folding over the leather to help the boots slide against the pants liner and reduce the potential for the pants liner to hang up on the top of the boots as well as to reduce abrasion against the wearer's calf.

☒ Comply ☐ Exception

Composite Penetration Resistant Insole Barrier

A composite insole shall provide penetration resistance to maximize flexibility and insulate from heat or cold transmission. Must exceed NFPA standards for safety. Metal plates shall not be acceptable.

☒ Comply ☐ Exception

3D Composite Lasting Board

Molded, contoured, and lasted to boot uppers with a built-in flex zone in the forefoot and a torsionally stable heel. Flat fiberboard lasting boards shall not be acceptable.

☒ Comply ☐ Exception

Composite Shank

The shank shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and springs back to shape better. Metal shank shall not be acceptable.

☒ Comply ☐ Exception

Molded Heel Counter

Boots shall have a molded heel counter of water-resistant composite material individually molded to fit each size perfectly. Leather or fiberboard heel counters shall not be acceptable.

☒ Comply ☐ Exception

Padded Shin Guard

Boots shall include a padded composite shin guard to provide extra protection when working on a ladder. Moisture-absorbing natural fiber padding shall not be acceptable.

☒ Comply ☐ Exception

Synthetic Rubber Toe Bumper

Boots shall have a molded Flame Resistant (FR) synthetic rubber toe bumper to provide abrasion resistance when crawling. The toe bumper shall be cemented, and 2-needle stitched to the vamp.

☒ Comply ☐ Exception

3M SCOTCHLITE™ Reflective Material

Boots shall have flame-resistant fluorescent yellow and silver 3M SCOTCHLITE™ reflective material sewn to both sides of the shaft for added visibility.

☒ Comply ☐ Exception

Webbing Pull-Straps

Boots shall have NOMEX® webbing pull-straps with leather trim securely attached to the leather uppers by inserting into to collar seam to minimize stitching through the leather. Pull strength must be a minimum of 120 lbs when tested with a single handle.

☒ Comply ☐ Exception

Internal Fit System

Boots shall have an anatomical foam insert that wraps around the top and sides of the heel with an opening to fit and hold the back of the heel securely while cushioning the ankle.

☒ Comply ☐ Exception

Dual Density Enhanced 3D Molded Footbed System

Boots shall include removable dual density inserts, which shall be contoured to cradle and cushion the

bottom of the foot and to provide arch support. The bottom layer shall be made of polyurethane foam for durable cushioning and support. The mid layer consists of a breathable microcellular foam with an antimicrobial fabric top layer which to wick moisture away from the foot. This layer molds to the foot to keep the foot cool. An additional polymer insert shall be provided to use in conjunction with the footbed for a snugger fit as needed.

☒ Comply ☐ Exception

Sizes

Boots must be available in Men's full sizes 5 – 18 and half sizes 5½ – 15½ in Narrow, Medium, Wide, and X-Wide widths. Boots must also be available in a Wide Calf model in the same size range that will provide an additional 3 inches in circumference at the calf to fit those with larger calves. Boots must be available in Women's full sizes 5 – 12 and half sizes 5½ – 11½ in Narrow, Medium, Wide, and X-Wide widths.

☒ Comply ☐ Exception

Resoling Service

The winning vendor shall have resoling services available at their factory as needed.

☒ Comply ☐ Exception

Country of Origin

Boots shall be manufactured in the United States.

☒ Comply ☐ Exception

Third-Party Testing and Listing Program

All components used in the construction of these garments shall be tested for compliance to NFPA Standard 1971 and 1992 by a recognized independent testing lab which shall certify and list compliance to that standard. Such certification shall be denoted by the independent testing labs mark on the certification label affixed to the boots.

☒ Comply ☐ Exception

Labels

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to applicable NFPA Standard(s), current edition(s).
Independent Testing Lab mark
Manufacturer's name
Manufacturer's address
Manufacturer's boot identification number
Date of manufacture
Size

☒ Comply ☐ Exception

ISO Certification/Registration

The manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

☒ Comply ☐ Exception

Warranty

The manufacturer shall warrant these boots to be free from defects in materials and workmanship for one year when properly used and cared for.

☒ Comply ☐ Exception

Sizing by Vendor

The vendor shall be available to perform all sizing requirements.

☒ Comply ☐ Exception

PPE Record Keeping

The manufacturer shall make available at no-charge, a password protected data based backed website that allows all brands of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program and scanning the asset's barcoded serial number.

☒ Comply ☐ Exception

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-110

RFP Title: Firefighter Structural Turnout Gear

RFP Q&A Posting Date: January 7, 2025

QUESTIONS & ANSWERS, CLARIFICATIONS

TO ALL OFFERORS:

1. We have included in this document the questions that we received from interested Offerors, along with our answers to these questions.
2. This is **NOT** an Addendum. This document does not make any changes to the RFP. It is simply for clarification purposes.
3. We will add this to the RFP documents as record of our Q&A.

BEGIN Q&A

Q1 Does this bid require to be bid complete with all items?

[A1 We do not require vendors to provide all the items listed.](#)

END Q&A

Recieved 

RFP # 25-110: Firefighter Structural Turnout Gear
Best and Final Cost Proposal

Instructions: Please complete the highlighted fields.

Offeror/Company Name:	Municipal Emergency Services	
Item	Regular Size	
	Note Regular Size Range	Regular Size Pricing
Protective Jacket for Structural Fire	All Sizes	\$2,150.16
Protective Pant for Structural Fire	All Sizes	\$ 1,613.98
Subtotal		\$ 3,764.14
Structural Firefighting 14" Pull-On Boots	All Sizes	\$ 498.79

25-110 - Firefighter Structural Turnout Gear

Scoring Summary - Jacket & Pants

Active Submissions

	Total	B - Group 2 Technical	B-1 - Company References	B-2 - Project Approach and Service Level	B-3 - Specification Compliance	C - Group 3 Cost Proposal: Jackets & Pants	C-1 - Cost Proposal: Jacket & Pants
Supplier	/ 100 pts	/ 60 pts	/ 10 pts	/ 20 pts	/ 30 pts	/ 37 pts	/ 37 pts
Municipal Emergency Services-Lawmen Supply	90.36	54.5	9.25	17.5	27.75	35.86	35.86 (\$3,764.14)
Bennett Fire Products Company, Inc.	89.6	55	9.75	17.5	27.75	34.6	34.6 (\$3,901.15)
Hunter Apparatus, LLC.	87.75	50.75	9.25	16	25.5	37	37 (\$3,648.39)
Ten-8 Fire and Safety, LLC	50	50	8	16.5	25.5	0	No Bid

25-110 - Firefighter Structural Turnout Gear

Scoring Summary - Boots

Active Submissions

	Total	B - Group 2 Technical	B-1 - Company References	B-2 - Project Approach and Service Level	B-3 - Specification Compliance	E - Group 3A Cost Proposal : Boots	E-1 - Cost Proposal: Boots
Supplier	/ 100 pts	/ 60 pts	/ 10 pts	/ 20 pts	/ 30 pts	/ 37 pts	/ 37 pts
Municipal Emergency Services-Lawmen Supply	91.5	54.5	9.25	17.5	27.75	37	37 (\$498.79)
Bennett Fire Products Company, Inc.	86.37	55	9.75	17.5	27.75	31.37	31.37 (\$588.35)
Hunter Apparatus, LLC.	50.75	50.75	9.25	16	25.5	0	No Bid
Ten-8 Fire and Safety, LLC	84.62	50	8	16.5	25.5	34.62	34.62 (\$533.13)

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-110

RFP Title: Firefighter Structural Turnout Gear

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP December 5, 2024 and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

No person or company, their employees, representatives, agents, attorneys, etc. will contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Abby Shipp is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Abby can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent

3. Please Note: To all current and previous City of Alpharetta vendors, contractors, and consultants.

Regardless of any previous relationship with our City, you must build out your proposal as requested in this RFP.

Do not neglect to provide requested information or details requested simply because you expect that we already know your work.

Your response to this procurement will be reviewed and evaluated solely on the information provided in your response.

4. RFP Schedule of Events

A. **Proposal Close Date, Deadline for Submissions: January 16, 2025, 10:00 AM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.

B. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>

C. This project web page has the important dates and all project documents for this RFP.

- D. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
- E. In each question, clearly tell the RFP document and section that is in question.
- F. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
- G. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

5. Our Review of Proposals and Review Criteria:

- A. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
- B. We will first review all proposals to be sure that proposal have basic requirements and information.
- C. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is required will be removed from further review and scoring.
- D. The Review Team will only get correct proposals for review and scoring.
- E. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
- F. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set-up a site visit; or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.
- G. For all Offerors replying with Exceptions to the noted specifications:

A review of exceptions will be made prior to the review of the proposal. If the exceptions are acceptable, the evaluation committee will review the proposal. If the exceptions are not acceptable to the City, the proposal will be deemed non-responsive and will not receive further review.

Each Offeror will be evaluated individually using weights for each criterion on the next page. For evaluation purposes, cost will be scored based on the total price for a regular sized set of turnout gear.

The City may request a sample of items for review before considering them acceptable.

Evaluation Criteria	Maximum Points
Company References	10%
Project Approach and Service Level	20%
Specification Compliance (based on responses to Appendix A &B)	30%
Cost	37%
Local Vendor Preference	3%
Total	100%

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta (City) requests proposal responses from Offerors experienced in working with municipality and fire personnel to provide Structural Turnout Gear and Pull-on Boots. Structural turnout gear is specialized protective clothing worn by firefighters during structural firefighting operations. It is designed to provide firefighters with protection against heat, flame, sharp objects, and other hazards encountered in a structural fire.

The City's intent is to award a 1-year non-exclusive contract to one or more successful Offerors that supply the requested items. The City reserves the right to enter into contracts with multiple companies for Structural Turnout Gear and Pull-on Boots.

Each Offeror shall understand that no guarantee is made for the number of items to be purchased by the City. During the term of any contract awarded based on this RFP, items may be changed, added to, or eliminated from the list by the City.

The successful Offeror shall have a convenient location for in-store fitting and ordering within a 75-mile radius of our City Hall, 2 Park Plaza, Alpharetta, GA.

At no extra charge to the City, the Offeror shall also provide on-site measuring/fitting of fire personnel at one or more of the City's fire stations if requested by the City. This request would be for multiple fittings for orders of multiple items.

2. Scope of Work

1. The Items requested in the RFP are:

- Protective Jacket for Structural Firefighting

- Protective Pant for Structural Firefighting
- 14" Pull-on Boots for Structural Firefighting

2. For jackets and pants, the complete specification details, design, and materials criteria to afford protection to the upper and lower body, excluding head, hands, and feet, against adverse environmental effects during structural firefighting are in Appendix A of this RFP. All materials and construction will meet or exceed current National Fire Protection Association (NFPA) and Occupational Safety & Health Administration (OSHA) standards for structural firefighters' protective clothing.

- Certified to NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition for Structural Fire Fighting and
- NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition.

3. For boots, the complete specification details, design, and materials criteria to protect the lower legs and feet against adverse environmental effects during structural firefighting is in Appendix B of this RFP. All materials and construction will meet or exceed current NFPA and OSHA standards for structural firefighters' protective clothing.

- Certified to NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition for Structural Fire Fighting and
- NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition.

4. Measuring and fitting shall be provided at the Offeror's site within a 75-mile radius of our City Hall. For large orders requiring the fitting of multiple Fire personnel, the Offeror shall also provide on-site fitting at one or more of the City's Fire Stations if requested by the City at no extra charge to the City.

5. All items, Jackets, Pants, and Boots shall be manufactured in the United States.

6. Replying to this RFP is confirmation that the Offeror can and does comply with information within this RFP. Any Exceptions (exceeds request or cannot comply) must be noted in the Offeror's response.

7. Offeror must complete and return specification forms found in Appendix A for protective jacket and pants and in Appendix B for pull-on boots. Any exceptions require explanation. See instructions for completing at the beginning of each appendix.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.
- 1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.
- 1.6. You can update your proposal at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Proposal Document Formats

- ❖ Each proposal must follow these document formats.
 - Failure to follow these formats will reduce our review team's ability to evaluate and may result in a lower proposal score or in complete removal of a proposal from scoring.

- Format your document text using the following outline. Excluded from noted formatting are cover pages, section separators, company logos, photos, charts, and headers.
 - formatted to single space lines,
 - 10 to 12-point font size,
 - black font color, and
 - upload proposal documents in PDF format unless otherwise requested.
 - OK, but not necessary, to bookmark PDF files by sections included.

3. Proposal Submittal Instructions

What We Want You To Provide To Us In Your Proposal

- We have outlined information to be submitted in this technical portion of your response.
- The following are required sections for each proposal submitted in response to our request.
- For each section there are certain topics listed to be included within each section.
- Evaluation criteria maximum review points are provided with sections that will be scored.
- Each section must begin on a new page.
- Each proposal must be responsive to all requested information.
- Note and follow any direction concerning page number limits.

Document 1: Cover Letter

Required but not scored.

Limited to two (2) page maximum.

A. Provide a brief company introduction and business profile.

B. Include the following information:

1. Brief business profile.
2. Office location.
3. Number of years in business.
4. Single point of contact for your proposal
 - Name, including business title,
 - Mailing address,
 - Telephone number, cell phone number, and
 - E-mail address.

Document 2: Company References*10 Review Points*

Limited to one (1) page maximum.

A. Company References.

Supply at least three references for work or services like the project in this RFP (don't include the City of Alpharetta). These references must be for work or services provided within the last three years.

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal

Document 3: Project Approach and Service Level*20 Points*

Limited to five (5) page maximum.

Offeror shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished. Items to address in the proposal include, but may not be limited to:

1. Process for measuring and fitting of turnout gear for staff.
2. Scheduling of sizing for new employees or for replacement turnout gear. Explain scheduling for fittings at the Offeror's site and for on-site fitting at the City's location.
3. Location of site supplying the items.
4. Lead time for delivery once orders have been entered.
5. Warranty
6. Packaging and shipping information.
7. Order notifications.
8. Invoicing process.

Document 4: Cost Proposal

37 points

Do not include Cost proposal with other Proposal documents.

- Submit Cost Proposal separately using the Excel formatted cost proposal.
- Pricing will be fixed for the one-year term of this contract.

Item	Regular Size		Note any Price Differences for Larger Sized Items			
	Note Regular Size Range	Regular Size Pricing	Note Large Size Range	Large Size Pricing	Additional Large Size Range	Additional Large Size Pricing
Protective Jacket for Structural Fire						
Protective Pant for Structural Fire						
Structural Firefighting 14" Pull-On Boots						
Total		\$ -		\$ -		\$ -

DOCUMENT 5: Appendix A and B

30 Points

The Offeror must complete and return Appendix A and B, General Specification Forms.

Optional Form

3 Points

Local Vendor Preference application is not a required document.

→ Submit only if your firm is a registered and holds a current City of Alpharetta Business License.

Only if your company fits the requirements for a City of Alpharetta Local Vendor, provide the completed application along with all requested information, documents, and a copy of your current City of Alpharetta business license.

Required Forms

- We have provided three required forms. You must complete these forms and return to us with every proposal.

- We prefer all three completed forms returned as one PDF file. However, we won't lower your score if you return the forms separately.
- Below are the required forms for all proposals:
 - a) **IRS Form W-9**
 - b) **Bidder's Disclosures and Certifications**
 - c) **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A, B, C's.
 - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
 - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company.
- Name of Project – Same as RFP title.
- Date, City, and State – when and where this form was signed.
- Signature of Authorized Officer or Agent – to be signed.
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal.

- ❖ ***E-Verify side note:*** Companies return this form to us incorrectly more often than anything else we request in our RFPs.
 - ❖ State of Georgia law requires that we have this completed form before we can review a bid or bid.
 - ❖ A form with errors doesn't fulfill this requirement.
 - ❖ Top mistakes include:
 - Wrong number or missing information.
 - Not notarized.
 - Not signed.
 - Wrong form returned.

Other Required Information: Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

You will fill out the questionnaire provided.

Questionnaire response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Acknowledge Addenda, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Acknowledge Insurance Requirement, Response Type: Yes, No entry.

Appendix A: General Specifications for Protective Jacket and Pants for Structural Fire Fighting**Instructions:**

1. This completed General Specification Form must be included with Offeror's proposal to be considered responsive and eligible for review by the Evaluation Committee.
2. Offerors must review each specification, then note if Offeror will comply or if there is an exception to the specification.
3. ALL exceptions to these specifications must include an explanation clearly stating the reason for the exception. Use additional pages as needed, noting the number / title of the exception.
4. If Offeror is not offering items exactly as listed in these specifications, Offeror shall be prepared to supply a sample (at Offeror's expense) to the City, within one week of the City's request. Offeror shall not send samples unless requested by the City after the City's review of exceptions.
5. After award recommendation to Council, Offerors may request the return of any samples at Offeror's expense.

1. SCOPE

This specification details design and materials criteria to protect the upper and lower body, excluding the head, hands, and feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed current NFPA and OSHA standards for structural firefighters' protective clothing.

- Certified to NFPA 1971, *Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition* for Structural Fire Fighting and
- NFPA 1992, *Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition*.

_____ Comply _____ Exception

2. MATERIAL AND CONSTRUCTION**OUTER SHELL MATERIAL - JACKETS AND PANTS**

The Kombat Flex™ (a.k.a. Kombat Flex™ with PBI® Technology) outer shell shall be constructed of

60/40 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square

yard. TENCATE shall manufacture the Kombat Flex™ material and must be treated with SSTÔ (SUPER SHELLTITE), a durable water-repellent finish that enhances abrasion resistance. Color of the garments shall be natural/gold.

_____ Comply _____ Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "CALDURA® ELITE SL2i"; with an approximate weight of 7.7 oz per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E-89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Kevlar® filament and FR rayon/para-aramid/nylon inherently wicking Caldura® face cloth. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene-coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

_____ Comply _____ Exception

MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE CROSSTECH® black moisture barrier - Type 2F, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example, Teflon®) matrix having a continuous hydrophilic (i.e., water-loving) and oleophobic (i.e., oil-hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

_____ Comply _____ Exception

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1-inch-wide sealing tape. One side of the tape shall be coated with a heat-activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____ Comply _____ Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Are-Shield® snap fasteners at each shell sleeve end. There shall be one Ara-shield® snap tab in the liner in addition to snap fasteners to correspond with color-coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.



The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Arashield® snap tabs shall be color-coded to a corresponding color-coded snap tab in the liner to easily match the liner system to the outer shell after inspection or cleaning is completed.

_____ Comply _____ Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____ Comply _____ Exception

STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams shall have a minimum of 8 to 10 stitches per inch. All Major A seams shall be sewn with ballpoint needles only. All seams shall be continuously stitched only.

_____ Comply _____ Exception

3. JACKET CONSTRUCTION BODY

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

_____ Comply _____ Exception

SIZING

The jacket length shall be sloping in design, measured from the juncture of the collar and back panels to the hem of the jacket, and shall measure

- 27 inches in the front/31 inches long in the back. (women's)
- 29 inches in the front/33 inches long in the back. (standard)
- 32 inches in the front/36 inches long in the back.
- 35 inches in the front/39 inches long in the back.

The jacket shall be available in male and female patterns in even size chest measurements of two-inch

increments and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

_____ Comply _____ Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1-inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

_____ Comply _____ Exception

LINER ACCESS OPENING - JACKET

The liner system of the jacket shall incorporate an opening at the leading edges of the right front panel. This opening shall run a minimum of 11 inches for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell, the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

_____ Comply _____ Exception

LOGOS

The garment brand shall be identified by means of red FR Nomex thread embroidery on the top of the left collar denoting the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

_____ Comply _____ Exception

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA #1971 and OSHA. The trim shall be in the following widths and shall be **NYC style**; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

_____ Comply _____ Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by Kevlar trim abrasion cording. This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____ Comply _____ Exception

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 2" lime/yellow 3M Scotchlite™ lettering on Row A reading: ALPHARETTA.

_____ Comply _____ Exception

LETTER PATCHHanging Letter Patch

The Hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners, FR hook, and loop fastener tape. 3" letters shall be sewn on for the firefighter's name.

_____ Comply _____ Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of specified moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of 5/8 inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of 5/8 inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self-material fabric hanger loop shall be sewn at the top of collar. The throat tab shall consist of a minimum 4-layer construction, and it shall be of be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of

approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3-inch piece of FR loop fastener tape shall be sewn horizontally to the each end of the throat tab and a 1 inch by 3 inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.

_____ Comply _____ Exception

JACKET FRONT

The jacket shall incorporate separate facings to ensure no thermal or moisture protection interruption in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. A wicking barrier constructed of Crosstech 2F moisture barrier material shall be installed on the front closure system on the left and right sides directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾ inch beyond the inner facing, and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

_____ Comply _____ Exception

STORM FLAP

A rectangular storm flap measuring approximately 3¼ inches (6 inches for hook and dee inside/FR hook and loop fastener tape outside closure; aka #7C) wide and a minimum of 21 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right-side body panel and shall be reinforced at the top and bottom with backtacks.

_____ Comply _____ Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 20-inch size #10 heavy-duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The storm flap shall close over the left and right jacket body panels and

shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____ Comply _____ Exception

SEMI-EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 8 inch wide by 8 inch high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the jacket. The rear of the pockets shall expand to a depth of 2 inches. *The semi-expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* Two rust-resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate water drainage. The pocket flaps shall be constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven backtacks, and the pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A separate hand warmer pocket compartment will also be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.

_____ Comply _____ Exception

SLEEVES

The sleeves shall be of two-piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeves shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity. The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

_____ Comply _____ Exception

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with an extra layer of outer shell material.

The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one-half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____ Comply _____ Exception

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **PBI®/Kevlar® blend hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs on the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color-coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____ Comply _____ Exception

LINER SHOULDER THERMAL ENHANCEMENT PLUS ADDITIONAL THERMAL

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. This thermal enhancement layer shall drape over the top of each shoulder, extending from the collar to the sleeve/shoulder seam and 5 inches to the front 2 inches to the back of the shoulder cap. The shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage. In addition to the enhancement above, additional thermal protection shall be provided with a front/back padded Nomex thermal liner.

_____ Comply _____ Exception

RADIO POCKET

Each jacket shall have a pocket designed to store a portable radio. This pocket shall be of box type construction, double stitched to the jacket, and have one drainage eyelet in the bottom. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket and approximately ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop fastener tape. A 1½ inch by 3-inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3-inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire pocket inside shall be lined with neoprene-coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest.

_____ Comply _____ Exception

MICROPHONE STRAPS

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. The microphone strap shall be mounted above the radio pocket and over the right chest and shall be constructed of double layer outer shell material.

_____ Comply _____ Exception

SELF STRAP WITH HOOK & LOOP

Each jacket shall be equipped with a Strap Below the microphone clip on the right chest will be a strap constructed of outer shell material measuring approximately 1 inch by 12 inches and shall hold the barrel of the flashlight. The strap will be equipped with a 1 inch by 3 inches FR hook and loop closure at front of the strap to facilitate easy removal of the flashlight.

_____ Comply _____ Exception

4. PANT CONSTRUCTION

BODY

The shell's body shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex®

thread. The body panels and seam lengths shall be graded to size to ensure accurate fit in a broad range of sizes.

_____ Comply _____ Exception

SIZING

The pants shall be available in even size waist measurements of two-inch increments and shall be available in a range of sizes from 24 to 68 for both men and women. The pant inseam measurement shall be available in two-inch increments. Generalized sizing, such as small, medium, large, etc., shall not be considered acceptable. Sizing specifically for women shall also be available.

_____ Comply _____ Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement shall serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants. The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system shall be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. No hook and loop shall be used to close the liner access opening.

_____ Comply _____ Exception

RETROREFLECTIVE FLUORESCENT TRIM

The pant shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

_____ Comply _____ Exception

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by Kevlar trim abrasion cording. This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective

fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____ Comply _____ Exception

WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer

shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias shall not provide the same amount of stretch to the garment and shall be considered unacceptable.

_____ Comply _____ Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be threaded through an Ara-Shield® material strap. The strap shall measure a total of approximately 10 inches and shall be folded in half to create a double layer strap for the safety hook to be threaded through. The double layer strap shall be folded in half and stitched to the waist area using three heavy duty bar tacks, for a finished strap length of approximately 2 ½ inches. A dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

_____ Comply _____ Exception

EXTERNAL / INTERNAL FLY FLAP

The pants shall have a left-handed opening and shall have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the right front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner, and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on the waist, shall be sewn to the leading edge of the left front body panel. The inside of the left front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material. The underside of the

outside fly flap shall have a 1½-inch wide piece of FR loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier inserted between the two layers to ensure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside left front body panel, securing the fly in a closed position. Appropriate snap fastener halves shall be installed at the waistband's leading edge to further secure the pants in the closed position.

_____ Comply _____ Exception

KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to ensure no restriction of movement. The AXTION® knee shall be installed proportionate to the pant inseam so it falls in an anatomically correct knee location. The thermal liner shall be constructed with four darts per leg in the front of the knee. Two shall be located above the knee (one on each side), and two shall be located below the knee (one on each side). On the moisture barrier, the system shall consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

_____ Comply _____ Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of one layer of specified thermal liner and one layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less coverage area.

_____ Comply _____ Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to ensure proper coverage when bending, kneeling, and crawling. The knee reinforcements shall measure approximately 9 inches wide by 12 inches high and shall be double-stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective

coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable for replacement without opening the Major A seams of the outer shell of the pants.

_____ Comply _____ Exception

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of neoprene-coated aramid batt and one layer of quilted aramid batt. Both layers of padding shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward. In addition to the above padding, two layers of Nomex quilt shall also be provided.

_____ Comply _____ Exception

5. EXPANSION POCKETS

EXPANSION ESCAPE SYSTEM ROPE POCKET (Right)

A 2X8X9 pocket shall be specifically designed for CMC emergency escape. The pocket shall be reinforced with Dragonhide on the lower half with compartments divided for the safety hook. The pocket flap shall measure 9" of double Kombat Flex material with the end of the flap weighted with silizone. A separate compartment flap shall be sewn inside the pocket to separate the rope from the descending device. 3" Lime Yellow Triple Trim shall be sewn on the outside of the pocket flap.

_____ Comply _____ Exception

LEFT POCKET WITH ARASHIELD 3 PACK TOOL POUCH AND REFLECTIVE TRIM

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of the left leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A gray Arashield 3 pack tool pouch shall be sewn in. A row of 3" lime yellow scotchlite triple trim shall be sewn over the left pocket in the vertical position.

_____ Comply _____ Exception

PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with an extra layer of outer shell material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the leg cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

_____ Comply _____ Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There shall be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance shall be much like a horizontal belt loop to capture the suspender ends. A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders shall be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid. The rear ends of the suspenders shall be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders. Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders shall be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments shall then fold over and attach to themselves securing the suspender to the pants.

_____ Comply _____ Exception

SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and shall be graded to

size. This feature in combination with other design elements shall maintain alignment of the knee directly over the knee pads when kneeling and crawling.

_____ Comply _____ Exception

TAKE UP STRAPS

The pants shall be equipped with two take up straps. The straps shall be constructed of approximate 1

inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps and one pull-tab. The rear strap component shall be constructed of black Aramid twill. The rear strap shall measure 1 inch wide and approximately 5 inches long and shall be folded back to form a loop which shall hold a high-temp thermoplastic slide fastener. The slide fastener shall point toward the front. The opposite end of the strap shall be stitched to the pants with two rows of double-needle stitching. The front strap component shall measure approximately 1 inch wide by approximately 10 inches long. One end shall be folded back on itself to form a loop and the high-temp thermoplastic slide fastener from the other strap shall be captured within the loop. The opposite end of the front strap component shall be inserted through a high-temp thermoplastic buckle forming a loop and double-needle stitched to itself to secure the buckle in place. The opposite end shall be inserted through the buckle and shall be stitched to the pants with two rows of double-needle stitching. An approximate 1 inch by 1 ¾ inch black Aramid pull tab shall be secured to the buckle. The pull-tab shall be constructed of approximate 1 inch by approximately 4 inch black Aramid twill shall be looped through the opposite end of the buckle, folded in half and double-needle stitched to itself just below the buckle and at the opposite end. The take up strap pull-tabs shall pull toward the front to allow for adjustment. The overall finished length of the take up strap shall measure approximately 9 inches.

_____ Comply _____ Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs shall be constructed such that the back of the leg is approximately 1 inch

shorter than the front. The liner shall also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature shall minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

_____ Comply _____ Exception

RAPPELLING HARNESS LOOPS

Each trouser shall have a series of 9 Harness loops around the waist and inner thigh. The loops shall be

constructed of a double layer of outer shell material and shall be of a 2-piece design – top and bottom. The top and bottom of each loop shall attach to each other with snap fasteners, FR hook,



and loop fastener tape sewn to the ends to accommodate the donning of the harness. The loops shall be universally located to accept the Rappelling Harness worn outside the trousers. One additional loop shall be installed on the straight fly.

_____ Comply _____ Exception

6. OTHER SPECIFICATION REQUIREMENTS

THIRD-PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. The Underwriters Laboratories certification mark shall denote such certification.

_____ Comply _____ Exception

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA

certification label shall include the following information.

- Compliance with NFPA Standard #1971
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size

_____ Comply _____ Exception

Insurance Services Office (ISO) CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a

satisfactory level of quality. Indicate below whether the manufacturer is ISO certified and registered by

checking either "Yes" or "No" in the space provided.

_____ Yes _____ No

WARRANTY

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____ Comply _____ Exception

HOOK AND LOOP SUPPORT PROGRAM

The support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer, providing the garments are otherwise serviceable. This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

_____ Comply _____ Exception

SIZING BY VENDOR

Both male and female sizing samples shall be available. Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 48 hours of written notice. Measuring with a tape measure is not acceptable. Measuring shall be conducted at the Fire Stations as needed. Measuring on all three shifts shall be required, with two different measuring days per shift plus a makeup day.

_____ Comply _____ Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees to be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

The manufacturer shall provide local care and maintenance training. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion. An online class shall also be available at no additional charge.

_____ Comply _____ Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1-dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment. This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture



- Mark-For Data

This information shall be able to be imported into the manufacturer's web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

_____ Comply _____ Exception

LOANER GEAR PROGRAM

The manufacturer shall provide loaner gear for no charge for jackets or trousers sent back for warranty-related issues if they occur. This same loaner program shall also be available as a rental program in the event of an emergency contamination situation where gear has to be taken out of service.

_____ Comply _____ Exception

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

_____ Comply _____ Exception

FACTORY AND FACILITIES INSPECTION

The manufacturer shall provide and make available an inspection visit to confirm compliance to specifications at no expense to the Fire Department.

_____ Comply _____ Exception

PPE RECORD KEEPING

The manufacturer shall make available, at no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5

barcode found in the gear by going to the Search the Serial Number page in the PPE record-keeping program and scanning the asset's barcoded serial number.

_____ Comply _____ Exception

Appendix B: Specifications for Structural Fire Fighting 14" Pull-On Boots**Instructions:**

1. This completed Appendix B General Specification Form must be included with the Offeror's proposal to be considered responsive and eligible for review by the Evaluation Committee.
2. Offerors must review each specification, then note if the Offeror will comply or if there is an exception to the specification.
3. ALL exceptions to these specifications must include an explanation clearly stating the reason for the exception. Use additional pages as needed, noting the number/title of the exception.
4. If the Offeror is not offering items exactly as listed in these specifications, the Offeror shall be prepared to supply a sample (at the Offeror's expense) to the City within one week of the City's request. Offeror shall not send samples unless requested by the City after the City's review of exceptions.
5. After award recommendation to Council, Offerors may request the return of any samples at Offeror's expense.

NFPA and OSHA-Certified

This specification details design and materials criteria to afford protection to the lower legs and feet against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed current NFPA and OSHA standards for structural firefighters' protective clothing.

- Certified to NFPA 1971, *Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition* for Structural Fire Fighting and
- NFPA 1992, *Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition*.

_____ Comply _____ Exception

General Design

14-inch Pull-On athletic footwear (cement construction) boot, black flame-resistant and water-resistant

leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather-trimmed

webbing pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel,

liquid and chemical-resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 3D lasting board, molded composite heel counter, internal heel fit system, and a removable molded footbed as well as an additional insert for use in conjunction with the footbed.

_____ Comply _____ Exception

Slip Resistance

Boots must exceed the minimum test values for slip resistance (average of left and right foot) as detailed below to provide superior performance in dry, wet, and frosted ice conditions. Boots that do not exceed these minimums in all conditions shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request, showing the boots did exceed this requirement.

Test Method:	SATRA TM144:2011 Slip Resistance of Footwear and Floorings Load = 500 N
Dry Clay Quarry Tile:	Forepart > 1.00 Heel > 1.00
Wet Clay Quarry Tile:	Forepart > 0.60 Heel > 0.60
Frosted Ice -7°C Run 1:	Forepart = 0.28 Heel = 0.28
Frosted Ice -7°C Run 4:	Forepart > 0.12 Heel > 0.12

For maximum slip resistance, each outsole shall have Siping lines. Siping lines cut into flat areas open when flexed to provide additional traction on water and ice. The boot shall also include self-cleaning lugs and an omnidirectional tread pattern designed for superior performance in all terrains and when working on ladders.

_____ Comply _____ Exception

Flexibility

Boots must reach the Maximum Flex Angle of 48 degrees without exceeding the critical bending moment with a resulting stiffness index of less than 10.0, as detailed below, to provide maximum flexibility. Boots that do not meet this requirement shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request, showing the boots did meet this requirement.

Test Method:	SATRA TM194:2004 Longitudinal stiffness of footwear
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_____ Comply _____ Exception

FireStorm Leather

Boots shall be made from heavy-duty, flame-resistant, and water-resistant full-grain cattle hide leather measuring 2.0 – 2.2 mm of thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather shall be utilized in collar and flex areas for mobility. The leather shall be chrome-tanned to



withstand high temperatures with minimal shrinkage, re-tanned to impart water resistance and low water absorption and finished to retain maximum breathability. Leather shall meet or exceed the following physical tests:

Water Penetration	ASTM D2099	15,000 flex minimum
Dynamic Water Absorption	ASTM D2099	15% maximum
Static Water Absorption	ASTM D6015	30% maximum
Slit Tearing Strength	ASTM D2212	30-pound minimum
Moisture Vapor Transmission minimum	ASTM D5052	350 g/meter ² /24 hours
Flame Resistance sec,	NFPA 1971	after flame no more than 2.0 not melt or drip, no burn- through

_____ Comply _____ Exception

CROSSTECH® Footwear Fabric

A full-height, full sock bootie liner made from a package of Omaha lining fabric, 300g felt insulation, and CROSSTECH® moisture barrier shall be provided for a liquid-resistant and breathable moisture barrier as well as thermal protection as defined by the specified NFPA standards.

_____ Comply _____ Exception

Athletic Footwear (Cement) Construction Outsole

For optimum flexibility and comfort, boot shall include a VIBRAM® Synthetic Rubber Contoured Cup Outsole cemented to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. The outsole must be made from a flame, abrasion, oil, acid, and slip-resistant compound engineered for high-traction, cold-weather resistance, and durability. Goodyear welt or direct attach construction methods shall not be acceptable.

_____ Comply _____ Exception

Bootie-Shield Liner

A protective bootie shield of KEVLAR® fiber blend stitch bonded non-woven batting weighing 4.0 oz/yd² shall be positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional Flame Resistant (FR) protective bootie shield between the leather shell and the CROSSTECH® moisture barrier bootie shall not be acceptable.

_____ Comply _____ Exception

Composite Safety Toe Cap

The safety toe shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and will spring back to shape after impact. Must exceed NFPA standards for safety. Metal toe caps shall not be acceptable.

_____ Comply _____ Exception

Padded Leather Collar

The padded collar shall have a rolled top edge formed by folding over the leather to help the boots slide against the pants liner and reduce the potential for the pants liner to hang up on the top of the boots as well as to reduce abrasion against the wearer's calf.

_____ Comply _____ Exception

Composite Penetration Resistant Insole Barrier

A composite insole shall provide penetration resistance to maximize flexibility and insulate from heat or cold transmission. Must exceed NFPA standards for safety. Metal plates shall not be acceptable.

_____ Comply _____ Exception

3D Composite Lasting Board

Molded, contoured, and lasted to boot uppers with a built-in flex zone in the forefoot and a torsionally stable heel. Flat fiberboard lasting boards shall not be acceptable.

_____ Comply _____ Exception

Composite Shank

The shank shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and springs back to shape better. Metal shank shall not be acceptable.

_____ Comply _____ Exception

Molded Heel Counter

Boots shall have a molded heel counter of water-resistant composite material individually molded to fit each size perfectly. Leather or fiberboard heel counters shall not be acceptable.

_____ Comply _____ Exception

Padded Shin Guard

Boots shall include a padded composite shin guard to provide extra protection when working on a ladder. Moisture-absorbing natural fiber padding shall not be acceptable.

_____ Comply _____ Exception

Synthetic Rubber Toe Bumper

Boots shall have a molded Flame Resistant (FR) synthetic rubber toe bumper to provide abrasion resistance when crawling. The toe bumper shall be cemented, and 2-needle stitched to the vamp.

_____ Comply _____ Exception

3M SCOTCHLITE™ Reflective Material

Boots shall have flame-resistant fluorescent yellow and silver 3M SCOTCHLITE™ reflective material sewn to both sides of the shaft for added visibility.

_____ Comply _____ Exception

Webbing Pull-Straps

Boots shall have NOMEX® webbing pull-straps with leather trim securely attached to the leather uppers by inserting into to collar seam to minimize stitching through the leather. Pull strength must be a minimum of 120 lbs when tested with a single handle.

_____ Comply _____ Exception

Internal Fit System

Boots shall have an anatomical foam insert that wraps around the top and sides of the heel with an opening to fit and hold the back of the heel securely while cushioning the ankle.

_____ Comply _____ Exception

Dual Density Enhanced 3D Molded Footbed System

Boots shall include removable dual density inserts, which shall be contoured to cradle and cushion the

bottom of the foot and to provide arch support. The bottom layer shall be made of polyurethane foam for durable cushioning and support. The mid layer consists of a breathable microcellular foam with an antimicrobial fabric top layer which to wick moisture away from the foot. This layer molds to the foot to keep the foot cool. An additional polymer insert shall be provided to use in conjunction with the footbed for a snugger fit as needed.

_____ Comply _____ Exception



Sizes

Boots must be available in Men's full sizes 5 – 18 and half sizes 5½ – 15½ in Narrow, Medium, Wide, and X-Wide widths. Boots must also be available in a Wide Calf model in the same size range that will provide an additional 3 inches in circumference at the calf to fit those with larger calves. Boots must be available in Women's full sizes 5 – 12 and half sizes 5½ – 11½ in Narrow, Medium, Wide, and X-Wide widths.

_____ Comply _____ Exception

Resoling Service

The winning vendor shall have resoling services available at their factory as needed.

_____ Comply _____ Exception

Country of Origin

Boots shall be manufactured in the United States.

_____ Comply _____ Exception

Third-Party Testing and Listing Program

All components used in the construction of these garments shall be tested for compliance to NFPA Standard 1971 and 1992 by a recognized independent testing lab which shall certify and list compliance to that standard. Such certification shall be denoted by the independent testing labs mark on the certification label affixed to the boots.

_____ Comply _____ Exception

Labels

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

- Compliance to applicable NFPA Standard(s), current edition(s).
- Independent Testing Lab mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's boot identification number
- Date of manufacture
- Size

_____ Comply _____ Exception



ISO Certification/Registration

The manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

_____ Comply _____ Exception

Warranty

The manufacturer shall warrant these boots to be free from defects in materials and workmanship for one year when properly used and cared for.

_____ Comply _____ Exception

Sizing by Vendor

The vendor shall be available to perform all sizing requirements.

_____ Comply _____ Exception

PPE Record Keeping

The manufacturer shall make available at no-charge, a password protected data based backed website that allows all brands of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program and scanning the asset's barcoded serial number.

_____ Comply _____ Exception

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 25-110

RFP Title: Firefighter Structural Turnout Gear

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm acknowledge and confirm that they have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the terms, conditions, and requirements of any proposed Work as noted within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.
- d. The Offeror acknowledges that they are capable of completing the Work as noted in this RFP.
- e. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Acknowledging these statements by the submittal of a proposal to the City, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy, also following State of Georgia and Federal applicable laws. The City has the right to reject all proposals, to reject any proposal that has not followed or met the City's scope of work or specifications (non-responsive), or reject any proposal that shows that a Offeror cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or proposal pricing in order to award a contract that is in the best interest of the City.

The City may make such investigations as considered necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

3. Receipt of Proposals and Public Inspection

a. Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. (O.C.G.A 50-18-72, paragraph 10) All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

b. Procurement Agent's Review of Proposals:

The Procurement Agent in charge of the solicitation will open and review the Proposals and separate out any information that meets the referenced exceptions noted above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal by the Offeror and;
2. The Proposal does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document. We ask that Offerors notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Offeror must make this notification in writing either as a written question sent before the question deadline or with the Offeror's response.

1. Disclosure

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and must follow all policies and procedures of the City; (2) disclose to the City any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the Disclosure form; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the City, entitling the City, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, must specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

2. Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English ability.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:



Human Resources: Title VI Compliance
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

3. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders more than \$50,000.00 or 10% of the original contract will require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees must perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. We will review requests for any substitution and may be approved by the City at its sole discretion. We will not recognize any verbal agreements to the contrary. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

4. General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**
Commercial General Liability \$1,000,000 each occurrence
\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**
Bodily Injury Liability \$1,000,000 each occurrence
Property Damage Liability \$ 100,000 each occurrence
- **Excess Umbrella Liability:**
Combined Single Limit Bodily Injury
and / or Property Damage \$1,000,000 each occurrence
\$1,000,000 aggregate

Insurance; Indemnification. The awarded Consultant must keep the types and amounts of insurance set forth as from time to time will be requested by the City. The awarded Consultant must supply proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the

insurance requirements have been satisfied. The awarded Consultant will indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Consultant's, or Consultant's agents', employees' or subconsultants', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation will not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order will be considered to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

5. Term.

The Contract is for a term of (1) one year, starting March 29, 2025, and ending March 28, 2026, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such added period as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term.

6. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced here and/or incorporated here, and any addenda hereto, and the response of the awarded Consultant, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth here do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Consultant under any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

7. Performance Prior to Contract Execution

The successful Consultant will not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Consultant. Any Consultant beginning performance prior to the execution of the Contract will be proceeding at the Consultant's risk and will not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

8. Subconsultants

The highest-scoring responsive and responsible Consultant will be the prime consultant if a contract is awarded and executed and will be responsible, in total, for all work of any subconsultants. All subconsultants, if any, must be listed in the Consultant's response to this procurement. The City reserves the right to approve all subconsultants. The Consultant will be responsible to the City for the negligent acts and negligent omissions of all subconsultants or agents and of persons directly or indirectly employed by such subconsultants, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within the procurement, or otherwise in the Contract Documents created because of any contract award derived from the procurement, will create any contractual relationships between any subconsultant of the Consultant and the City.

9. Independent Consultant

The Consultant will always be acting as an independent consultant and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Consultant will have no authority to contract for or bind City in any manner. Neither the Consultant nor its employees are employees of the City. The Consultant will have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Consultant must supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Consultant's response to the procurement at the address listed on the Cover Page of the procurement.

10. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the physical performance of services unless the Consultant registers and takes part in a federal work authorization program (E-Verify). Further, Consultants submitting a Proposal for the physical performance of service must include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Consultant will give a response for the physical performance of service unless the Consultant takes part in a Federal Work Authorization Program and follows the requirements of O.C.G.A. § 13-10-91.

- 1) Per O.C.G.A. § 13-10-91, the Consultant represents, warrants, acknowledges, and/or agrees that:
 - a) The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b) Subconsultants will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c) Sub-subconsultants will not enter into any contract with a subconsultant or sub-subconsultant for the physical performance of services within the State of Georgia unless such sub-subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- 2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions about E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:

- 1) The Consultant, if entering a contract with the City supplying the physical performance of services, will follow the requirements of O.C.G.A. § 13-10-91.
- 2) Per O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant in connection with a covered contract, Consultant will secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant affidavit, the form of which is provided in Appendix B hereof

and keep records of such attestation for inspection by the City at any time. Such subconsultant affidavit will become a part of the consultant/subconsultant agreement. It will be the duty of the Awarded Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

- 3) Pursuant to O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant affidavit, the form of which is also provided in Appendix A hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subconsultant affidavit will become a part of the subconsultant/sub-subconsultant agreement.
- 4) The Consultant must follow all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations issued in relation thereto.
- 5) All portions of contracts about compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations issued in relation thereto, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.
- 6) Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Consultant's response.

11. Compliance with Laws

The Consultant will, in performance of work under the Contract, fully follow all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Consultant subjects subconsultants to the same provision. The Consultant agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

12. Termination

This Contract may be ended prior to the term ending by either party in case of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party will give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective at once upon the provision of written notice as provided in Section 15 (Notices). The Contract may also be ended prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In case of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

13. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, per O.C.G.A. § 36-60-13, this Contract will end at once and absolutely if the City finds that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and will be conclusive.

14. Ownership of Work Product

In the event Consultant prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.

Appendix A: City Truck Route Allowed Truck Routes and Map

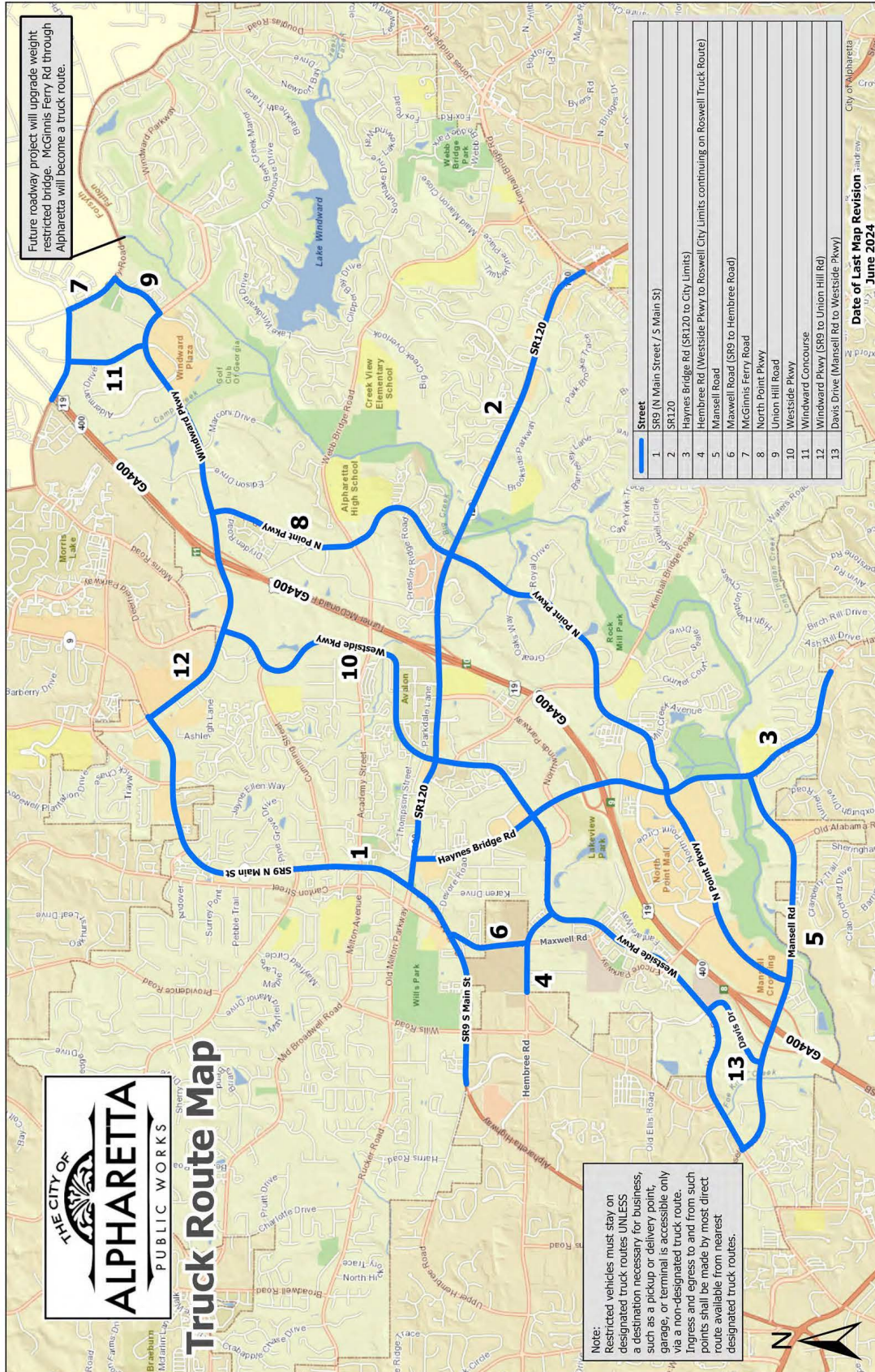
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<https://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)
- 13) Davis Drive (Mansell Road to Westside Parkway)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places will be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.





Appendix B: Informational Forms

Do not return these forms with your proposal. These are information only for the RFP process. Forms will be used only by the consultant / contractor that is awarded the contract for this project or service.

1. Subcontractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit

Subcontractor E-verify Affidavit

**AFFIDAVIT VERIFYING SUBCONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires

Sub-subcontractor E-verify Affidavit

**AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation that is engaged in the physical performance of services under a contract with (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires



STAFF REPORT

Department: Community & Economic Development

Submitted By: Kathi Cook

Meeting Date: March 24, 2025

AGENDA ITEM:

Resolution: Adoption of the North Point Development Framework Plan

Consideration of adoption of a resolution to approve the North Point Development Framework Plan to be incorporated into the City's Horizon 2040 Comprehensive Plan.

STAFF RECOMMENDATION:

Adopt a resolution which approves the North Point Development Framework Plan to be incorporated into the City's Horizon 2040 Comprehensive Plan.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

For the last 8 months, the consultant team of Starr Whitehouse has been working with stakeholders in the North Point area and City Staff to develop the North Point Development Framework plan. The purpose of the Plan is to build on the recommendations of the North Point Livable Centers Initiative (LCI) and the North Point Creative Placemaking plan by providing a framework of public streets, public spaces, trails, and green infrastructure to guide high-value, sustainable redevelopment of auto-centric properties in the North Point area. The North Point Development Framework plan will help ensure that redevelopment within the North Point District aligns with community-based plans and the vision for a walkable, mixed-use district and will provide actionable guidance that aligns with public policy, regulatory tools, public capital investment, and private investment.

ALTERNATIVES:

ATTACHMENTS:

1. Adoption Resolution
2. Final Report



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA TO ADOPT THE NORTH POINT
DEVELOPMENT FRAMEWORK PLAN**

WHEREAS, the North Point Livable Centers Initiative (LCI) Update was adopted by City Council in 2018 and the North Point Creative Placemaking Plan was adopted by City Council in 2019; and

WHEREAS, the North Point LCI and North Point Creative Placemaking plan identified the North Point Development Framework Plan as a priority project in the respective action plans; and

WHEREAS, the purpose of the North Point Development Framework Plan is to create a walkable, mixed-use district organized around a system of streets, trails and open spaces; and

WHEREAS, the City Council awarded the North Point Development Framework Plan to the project team of Starr Whitehouse; and

WHEREAS, Starr Whitehouse in conjunction with City Staff led the planning process for the North Point Development Framework Plan, which included a process that engaged the public and provided opportunity for the public to shape the plan's recommendations.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta hereby adopts the North Point Development Framework Plan, attached as Exhibit A, and authorizes its incorporation into the Horizon 2040 Comprehensive Plan.

SO RESOLVED this ____ day of March ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

Exhibit A



North Point Development Framework

Final Report
February 2025

Prepared for:

Department of Community Development

Lead Consultant:



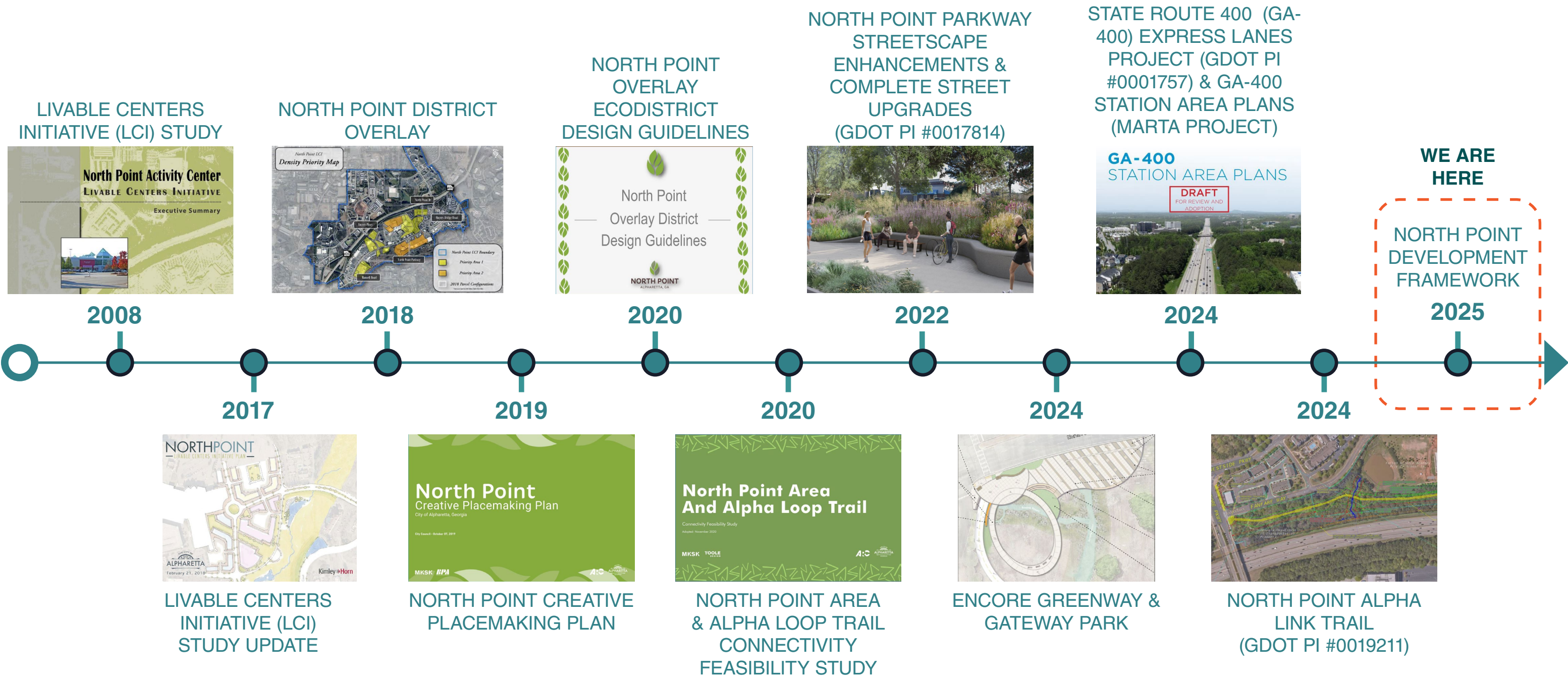
Subconsultants:



Previous Studies

EXECUTIVE SUMMARY

This study adds to nearly two decades of planning and design within the North Point District. It adapts many of the initial goals identified in the 2008 LCI study for the next thirty years with the goal of creating a walkable, mixed-use district organized around a system of trails and dynamic open spaces.

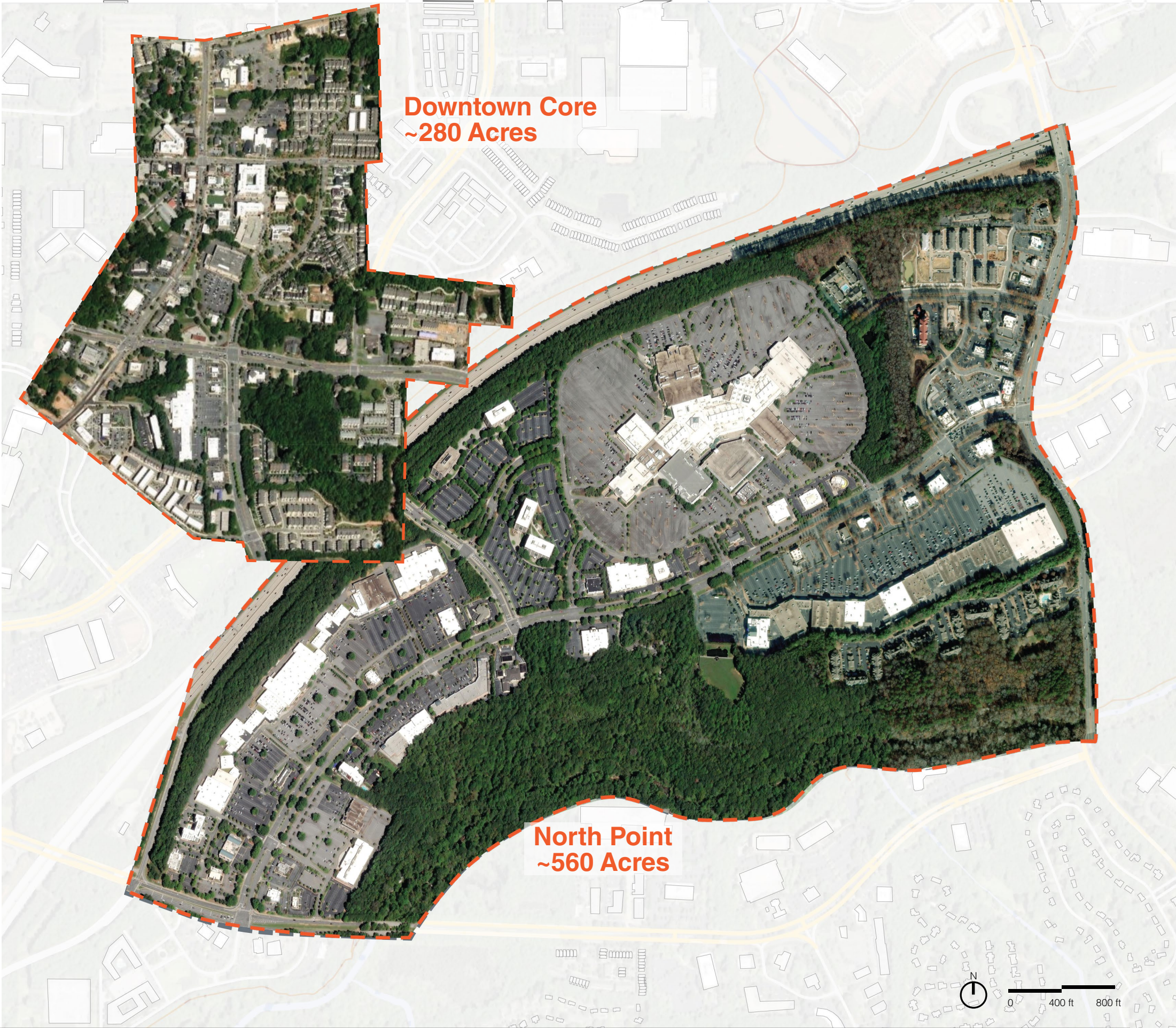


The Challenge

EXECUTIVE SUMMARY

Scale and Fiscal Impact

A walkable, human-scaled district at the scale of North Point has the potential to create significant economic growth, but also significant fiscal impacts. For context, North Point is twice as big as the Downtown District.



The Challenge

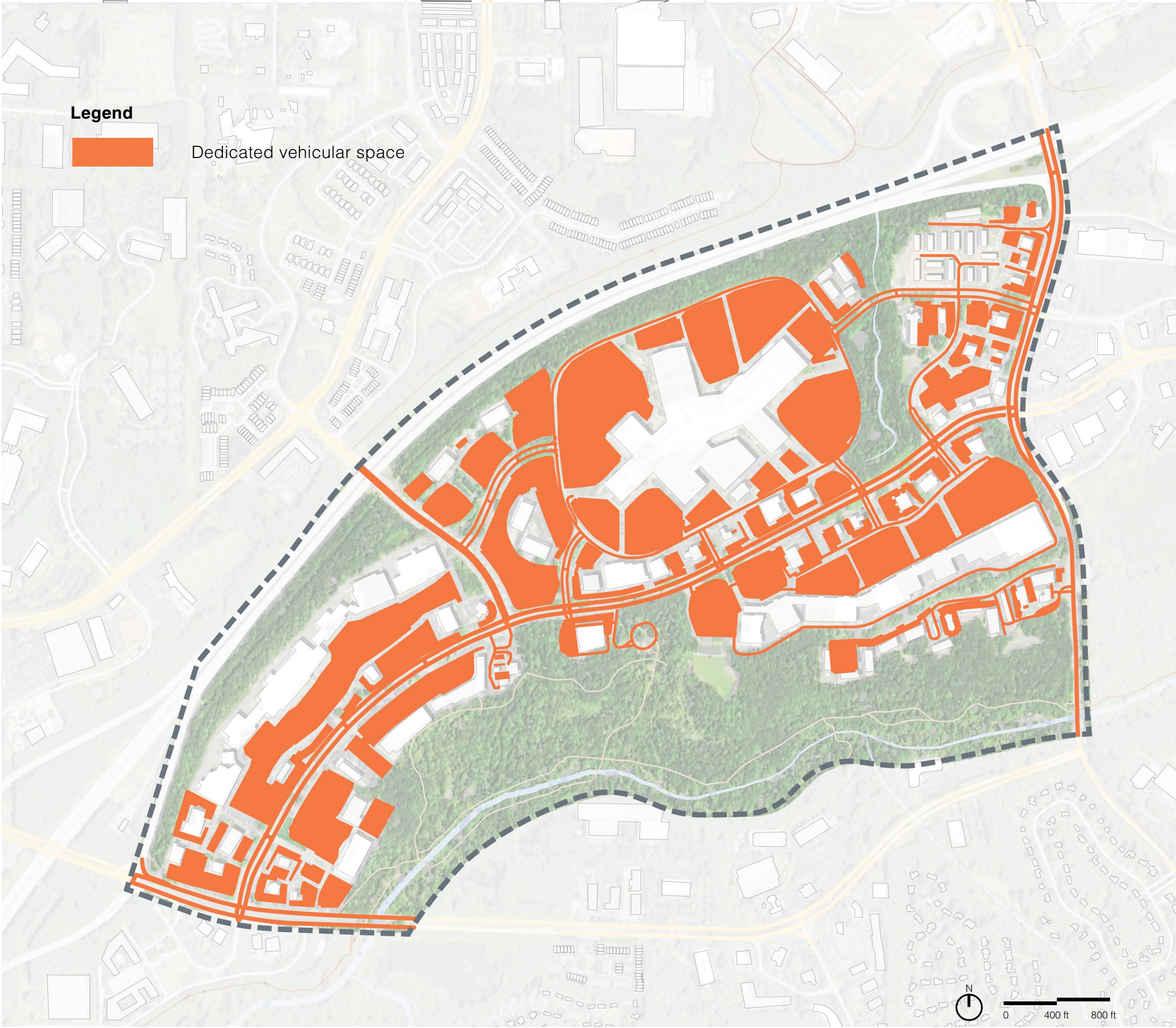
EXECUTIVE SUMMARY

Scale and Fiscal Impact

A walkable, human-scaled district at the scale of North Point has the potential to create significant economic growth, but also significant fiscal impacts. For context, North Point is twice as big as the Downtown District.

Cars Dominate the District

A significant amount of the developed land is dedicated to the automobile. Inverting the human:car ratio will help build community, enhance climate resilience, and spur economic growth.



The Challenge

EXECUTIVE SUMMARY

Scale and Fiscal Impact

A walkable, human-scaled district at the scale of North Point has the potential to create significant economic growth, but also significant fiscal impacts. For context, North Point is twice as big as the Downtown District.

Cars Dominate the District

A significant amount of the developed land is dedicated to the automobile. Inverting the human:car ratio will help build community, enhance climate resilience, and spur economic growth.

Limited Public Street Network

Limited streets result in very few activated edge conditions and more concentrated traffic loads. By increasing street frontages, more and different types of uses will be encouraged while traffic and congestion can be spread out across the district.



The Challenge

EXECUTIVE SUMMARY

Scale and Fiscal Impact

A walkable, human-scaled district at the scale of North Point has the potential to create significant economic growth, but also significant fiscal impacts. For context, North Point is twice as big as the Downtown District.

Cars Dominate the District

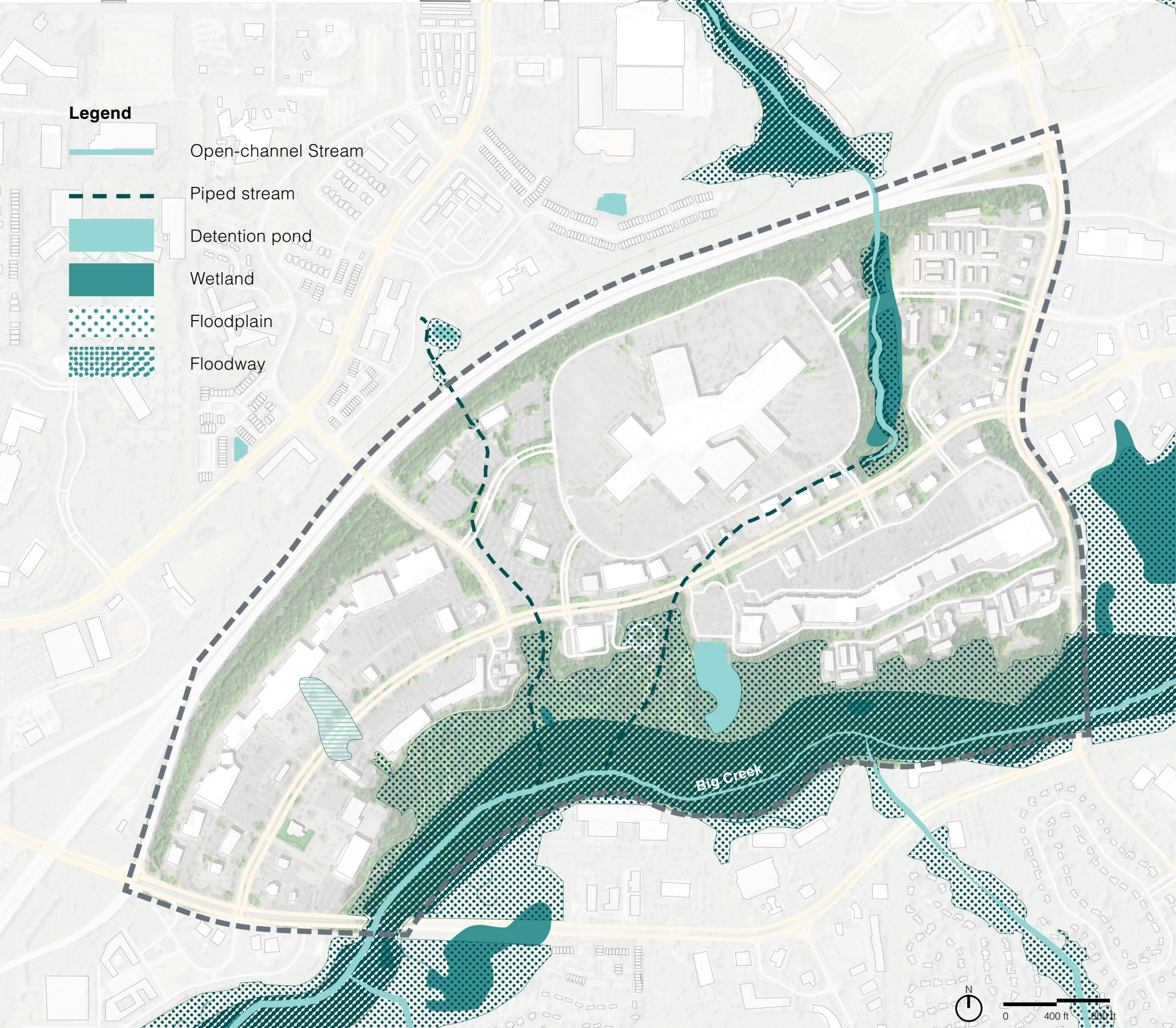
A significant amount of the developed land is dedicated to the automobile. Inverting the human:car ratio will help build community, enhance climate resilience, and spur economic growth.

Limited Public Street Network

Limited streets result in very few activated edge conditions and more concentrated traffic loads. By increasing street frontages, more and different types of uses will be encouraged while traffic and congestion can be spread out across the district.

Immense Natural Resources Nearby

Historic development patterns did not embrace the district's proximity to Big Creek. The future of North Point will integrate this important natural and recreational resource and catalyze its redevelopment.



The Vision

EXECUTIVE SUMMARY

This study endeavors to **create a green, walkable, and vibrant North Point District** over the next 30 years.

It **reorients the district towards Big Creek and the Greenway**, leveraging these important recreational and environmental resources as the centerpiece of North Point's future.

It incentivizes human-scale development, and **sets new standards for converting vehicular landscapes to fine-grained urban realms**.

It **encourages private investment** by demonstrating what is possible, and **guides public policy** by outlining a road map for implementation.



01 Existing Land Use

Tenant Index

EXISTING LAND USE

The existing tenants were mapped. There is a tenant mix that is characteristic of suburban strip mall developments. Many tenants are large retail chains, including big box superstores, department stores, off-price retailers, and restaurants. There are also office spaces and some hotels. There is no typical grocery store within the district limits.

Because this study considers a thirty year horizon, no additional tenant analysis was deemed necessary. However, in discussions with various land owners and property managers during the stakeholder engagement phase, it was discovered that the marketability of existing retail spaces is highly variable across the district. The mall is no longer negotiating new leases and is currently being considered for a transformational redevelopment. The collection of parcels across North Point Parkway from the mall are experiencing a strong tenant market as retailers look for alternatives to the mall. Landowners to the south of Encore Parkway are not experiencing the same level of interest and there is active infill occuring within these parcels.



Active Development Projects

EXISTING LAND USE



A. Ecco Park



B. Original Chop Shop



C. Maru



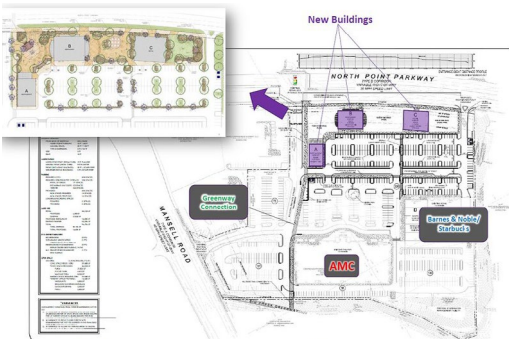
D. North Point Parkway Redesign



E. Encore Commons



F. Encore Gateway Park



G1. Brixmor



G2. Copper's Hawk



Property Owners

EXISTING LAND USE

There are almost fifty property owners within the district. Smaller, mixed-use parcels are located along the edges of the district, along Haynes Bridge Road and Mansell Road. Three land owners occupy a majority of the remaining parcels and form large aggregations.

Brixmor Property Group owns Mansell Crossing, located north and south of North Point Parkway between Mansell Road and Encore Parkway. A mix of large and small retailers lease these properties, such as TJ Maxx, Studio Movie Grill, and some boutique shops like Gretchen’s Hallmark Shop.

Colliers owns North Point Market Center, located south of North Point Parkway between Encore Parkway and Haynes Bridge Road. This is home to large retail chains like Total Wine, Target, and Old Navy.

The North Point Mall and adjacent properties occupy the largest acreage of land in the district. Several redevelopments have been explored at the mall site over the last decade, including one that is in development currently. The future of the mall site will impact the character and use of the entire district.



Underlying Zoning

EXISTING LAND USE

PSC: Planned Shopping Center

- Conditional Principal Uses (City Council Permit)
 - Residential: 8 units / acre max.
 - Business uses
- Min. Lot Area: 10 acres
- Max. Principal Building Coverage: 40%
- Max. Building Height: 40 ft

MU: Mixed Use

- Conditional Uses
 - Residential: 8 units / acre max., at least 25% mix
 - Commercial: at least 10% mix
 - Open space: at least 10% area as civic space & min. 1 acre of open space / 100 population from resi. uses
 - Office/Institutional: at least 25% mix
- Min. Lot Area: 25 acres (overlay allows for much smaller lot sizes)
- Max. Impervious Area: 80%
- Subject to Development Standards within MU master plan

R-10M: Multiple Family Residential

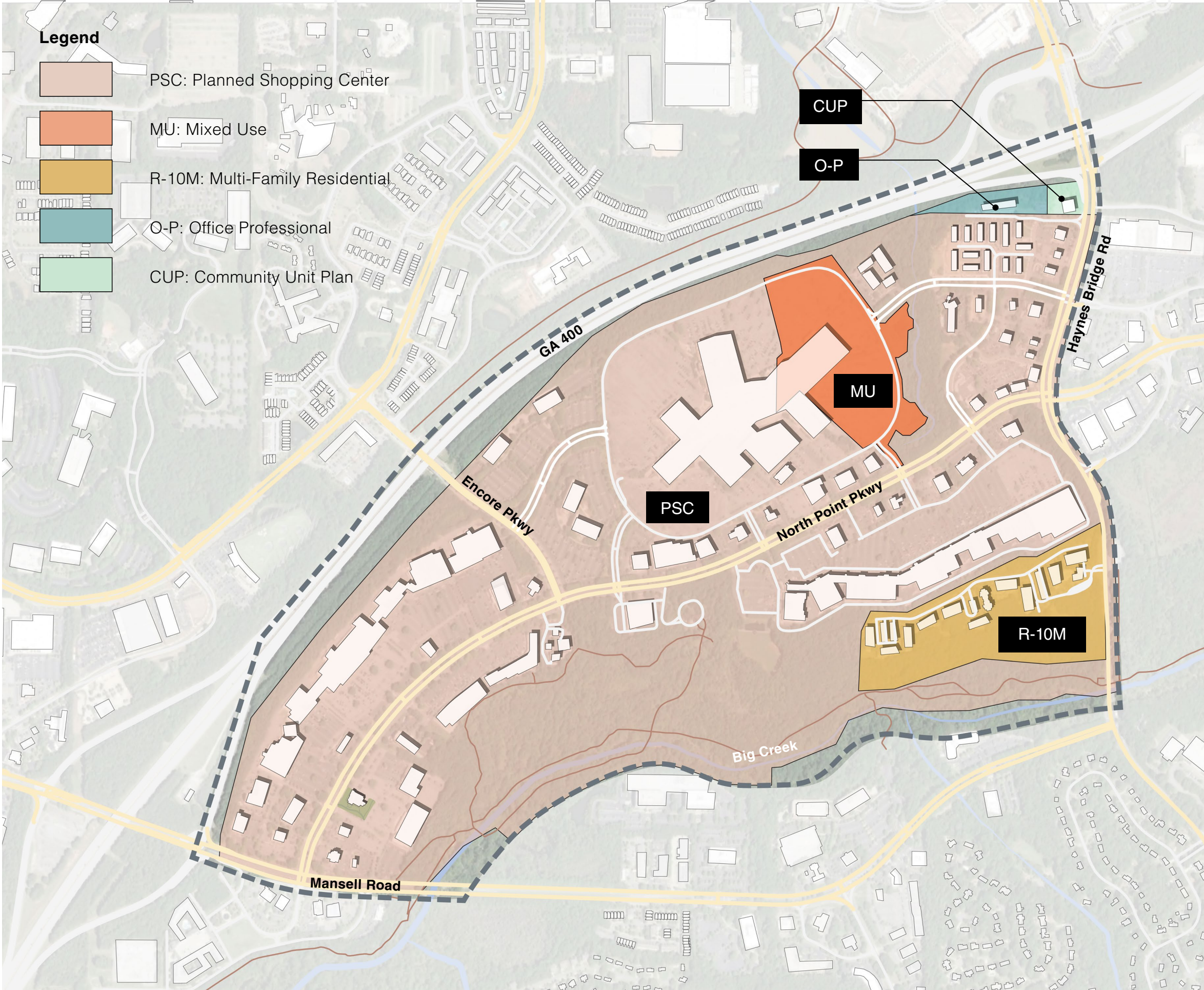
- Multi-family Residential By Right
- Max. Density: 10 units / acre
- Max. Building Height: 35 ft

O-P: Office Professional

- Office, B&B, Parks by right
- Min. Lot Area: 30,000 sf
- Max. Principal Building Coverage: 40%
- Max. Building Height: 40 ft

CUP: Community Unit Plan

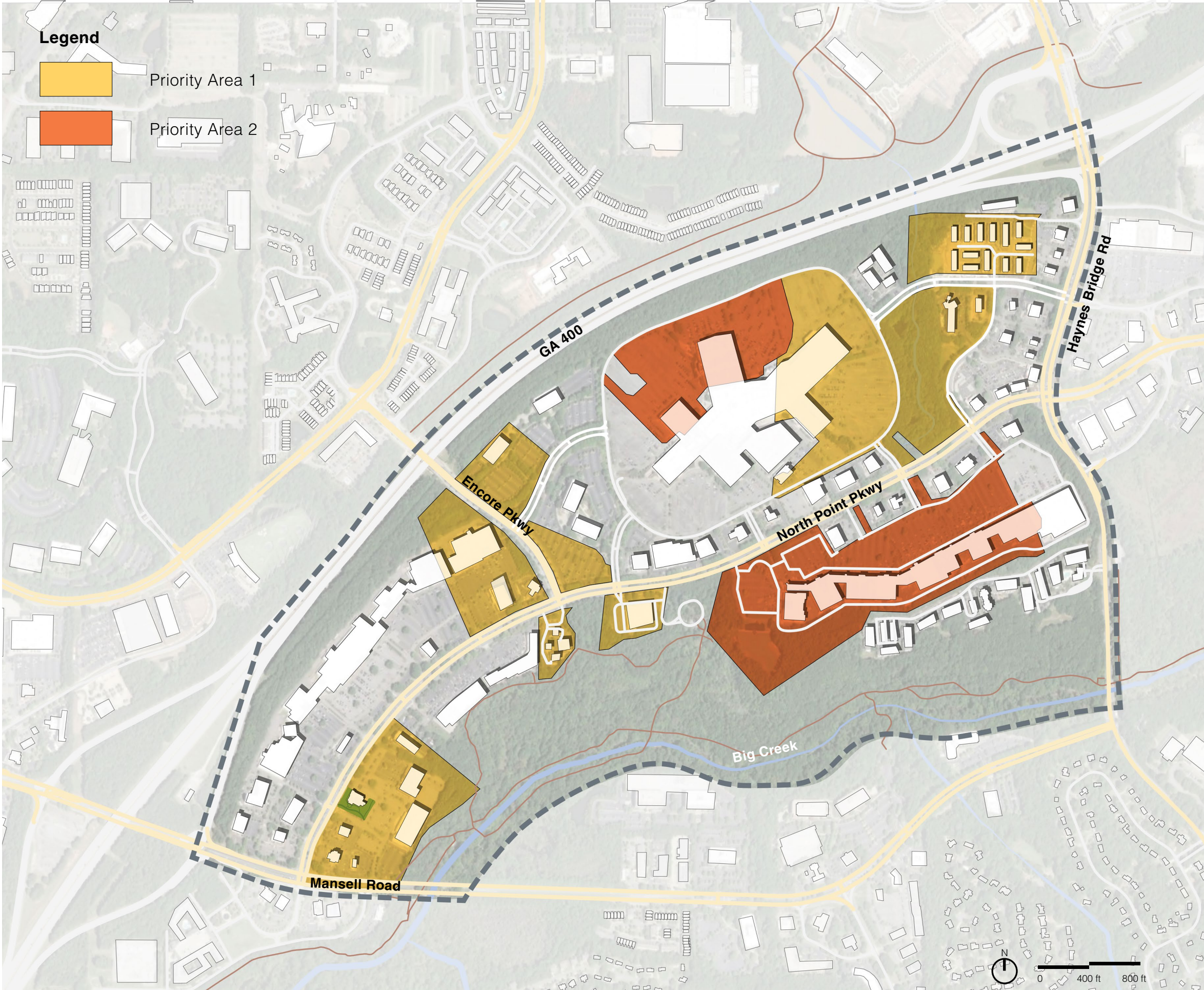
- Conditional Uses:
 - For-sale Residential: at least 25% detached resi., at most 20% attached resi.
 - For-rent Residential: at most 20% mix.
 - Commercial: at most 10% mix
 - Open Space: at least 15% area
 - Office / light industrial: at most 25% mix



District Overlay

EXISTING LAND USE

- **The entire study area falls under the North Point Overlay district**
 - Residential Density
 - Site Regulations
- **No change to use provisions**
 - Section 2.10.2.A.: Uses must be in accordance with the underlying zoning district.
- **Residential Density**
 - Section 2.10.2.B.: When a site is located in a Priority Area 1 or Priority Area 2 of the North Point LCI, as shown in the map to the right, City Council may authorize residential density over what the underlying district allows by conditional use. The area subject to the conditional use requests shall conform to both the minimum acreage requirements of the underlying district and any previously approved master plans, as amended, as applicable.



District Overlay

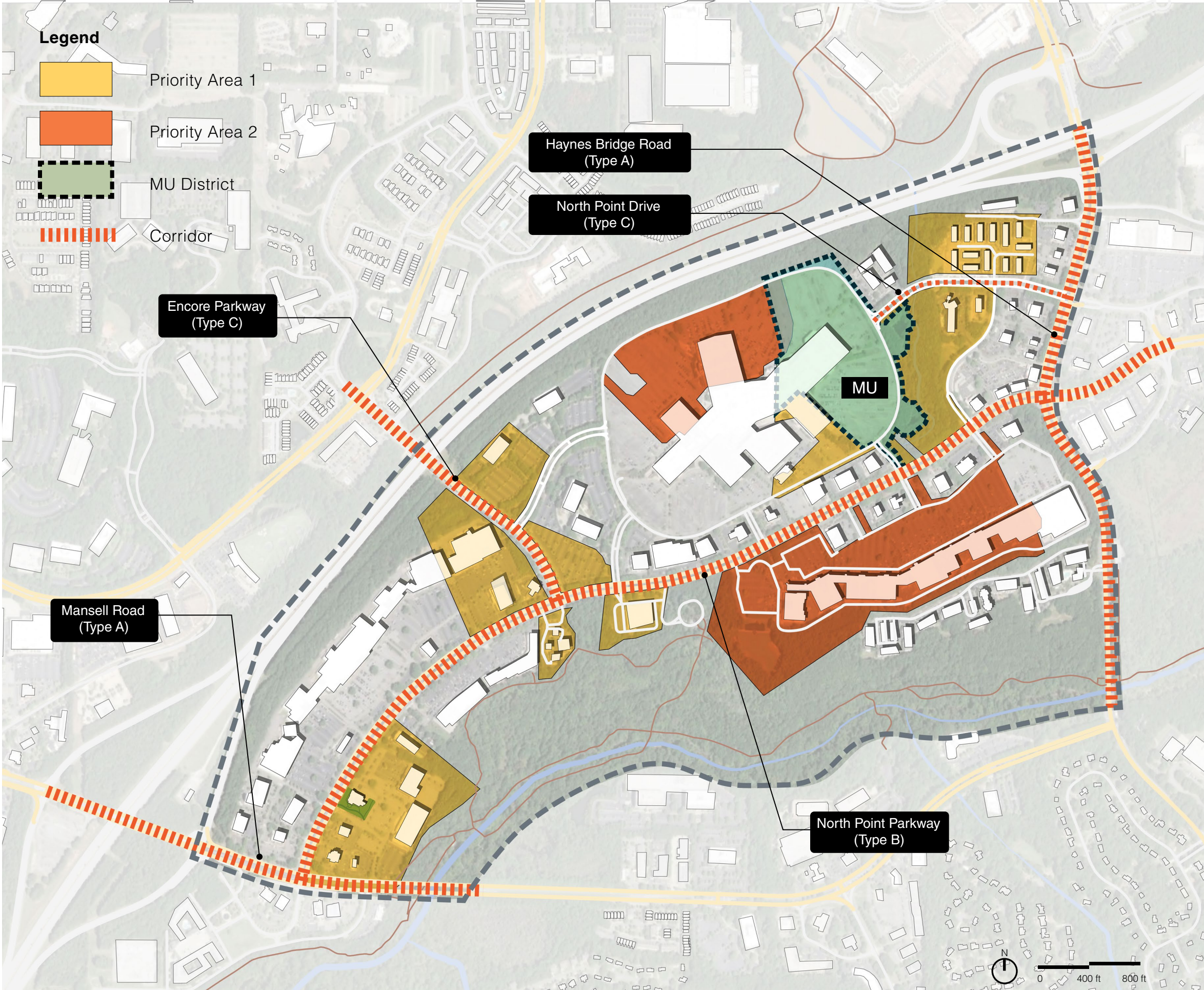
EXISTING LAND USE

Corridor Types within Study Area

- **Type A Corridors**
 - Haynes Bridge Road
 - Mansell Road
- **Type B Corridors**
 - North Point Parkway
- **Type C Corridors**
 - Encore Parkway
 - North Point Drive
 - Existing or proposed internal streets
- **Type D Corridors**
 - Proposed internal streets created within existing parking lots

Site Regulations

- **Site design standards**
 - Building setbacks minimums and maximums
 - Building height minimums
 - Surface parking lot configurations
- **Streetscape standards**
 - Sidewalk and planter width minimums
 - Pedestrian light & tree spacing maximums
- **Provisions for MU district**
 - Lot size minimums: 2,500 sf for-sale detached resi.; 900 sf for townhouse
 - Greater building heights may be authorized for non-residential uses



02 Street Network

Existing Conditions

STREET NETWORK

The North Point District is isolated from its context by GA 400 on the west and Big Creek on the east. Limited connectivity into and out of the district concentrates traffic onto the existing public streets. As redevelopment occurs and density increases, those streets are expected to be overwhelmed in their current configuration.

Rather than widening existing roadways to accommodate vehicular movement, the Framework Plan aims to:

- 1. Increase redundancy in the street network to increase capacity and provide alternative routes.
- 2. Reduce car dependency by increasing access to future transit (MARTA BRT) and designing for safe pedestrian, bicycle, and micro-mobility access.
- 3. Catalyze redevelopment that provides everyday amenities and services for its residents within walking and biking distance to reduce vehicular demand during peak times (ie, co-working space, grocery store, daycare, entertainment, etc)



District Connections

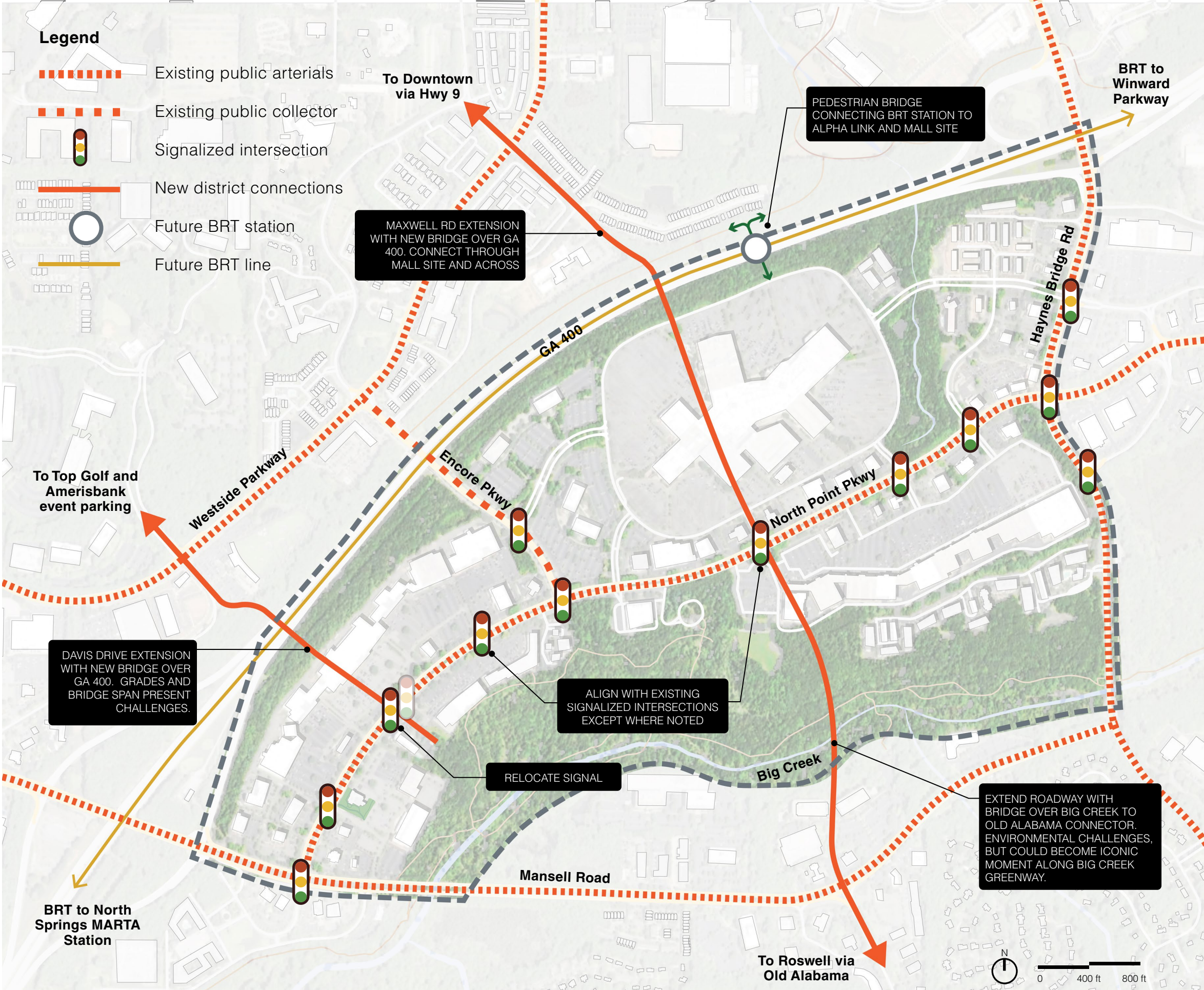
STREET NETWORK

The first step in improving connectivity is increasing the connections into and out of the district.

Two potential road extensions to the west at Davis Drive and Maxwell Road have been identified. The Maxwell Road extension was also identified in the BRT Station Area Plan produced by Link 400 and MARTA. Each connection will require a new vehicular bridge across GA 400. Despite the complexity, each provide important connections that integrate North Point with important cultural and entertainment destinations, job centers, mid-high density housing, and Downtown Alpharetta. In addition, they will better connect all of Alpharetta to Big Creek and the greenway.

This study embraces the introduction of the BRT along GA 400 and considers a connection to the proposed North Point Station. A pedestrian bridge that connects the station to the Alpha Link on the west and the North Point Mall site on the east will provide regional access to the district as well as pedestrian and bicycle access between North Point and the Downtown district via the Alpha Loop.

A fourth connection is considered across Big Creek. By continuing the Maxwell Road extension to the southeast, an important connection can be made between North Point and the single family neighborhoods of east Alpharetta and Roswell beyond. As the mall redevelops and density of use increases, this connection will help alleviate congestion on GA 400 and Haynes Bridge.



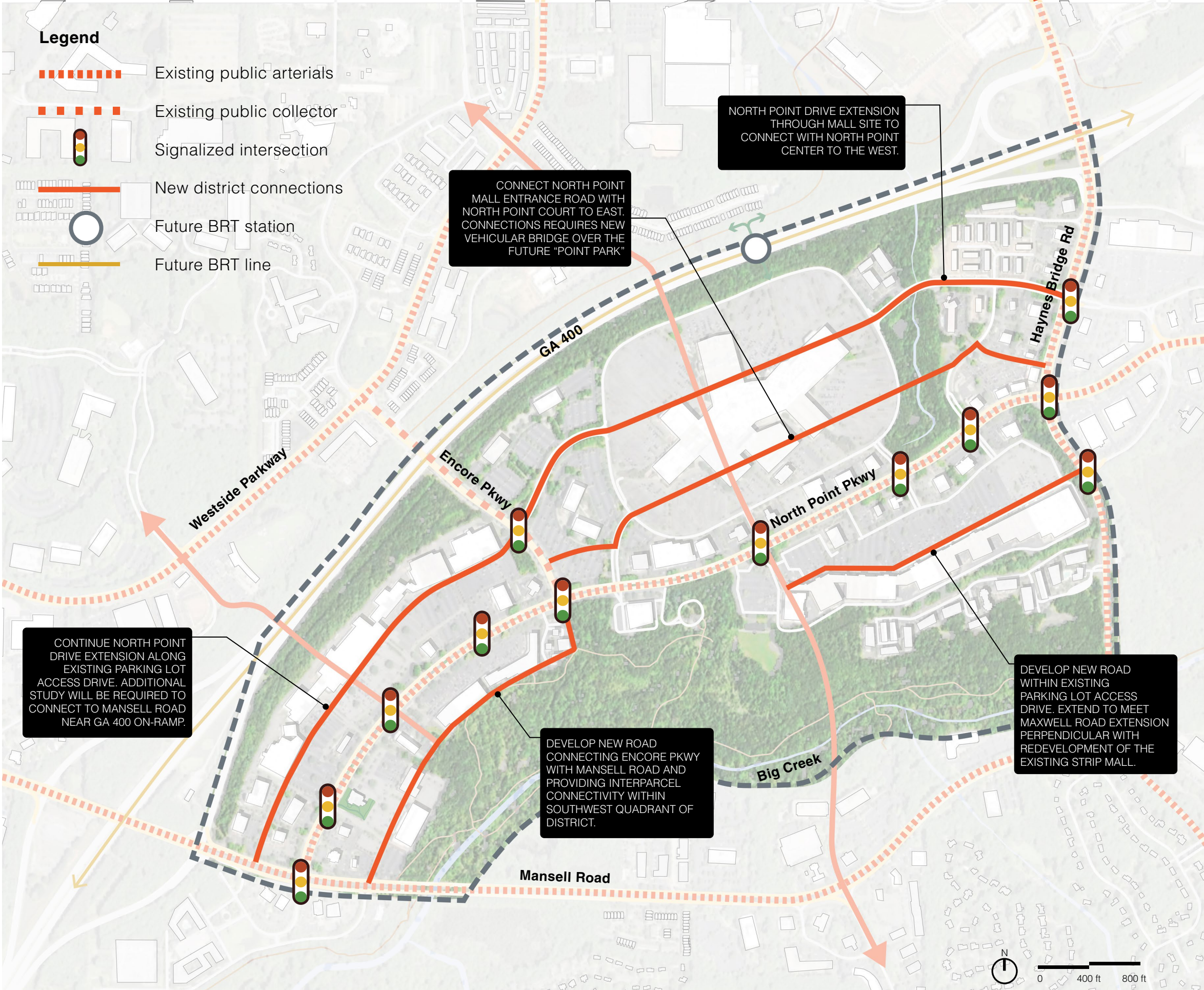
Parallel Connections

STREET NETWORK

Within the district, all vehicular traffic is concentrated on North Point Parkway, placing a significant burden for carrying traffic loads. In addition, it is the only existing frontage within the district, greatly limiting the types, use, and form of redevelopment that can occur.

A series of new parallel connections spanning from Haynes Bridge to Mansell are proposed that will:

1. Alleviate congestion on North Point Parkway by providing much needed redundancy in the street network.
2. Create new development edges that will support more human-scaled, mixed-use developments.
3. Increase pedestrian and bicycle connectivity/safety with 12'-0" wide shared-use paths, planted buffers that can support green infrastructure, and on-street parking that will provide a buffer between the vehicular and pedestrian realms.



Cross Connections

STREET NETWORK

To interconnect the parallel connections and “bridge” North Point Parkway, a series of cross-connections are proposed that align with existing signalized intersections and utilize existing parking access drives.

The cross-connections establish a gridded framework of developable “superblocks” that are compatible with existing parcel boundaries.

They also better connect the entire district with Big Creek and the greenway, embracing this important recreational and natural resource that can catalyze redevelopment. New trail connections are proposed at the terminus of all cross connections. These “trailheads” are spaced at an approximate 5-minute walk interval so the greenway is easily accessible from anywhere within the district.

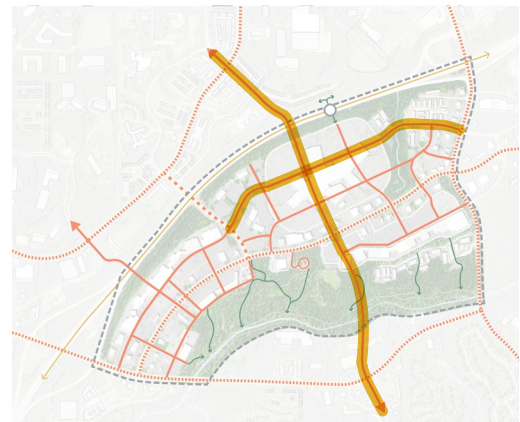
Each of the cross-connections, like the parallel connections, will be designed with 12'-0" wide shared-use paths, planting buffers that support green infrastructure and street trees, and parallel parking for buffering the pedestrian and vehicular realms.



Street Typologies

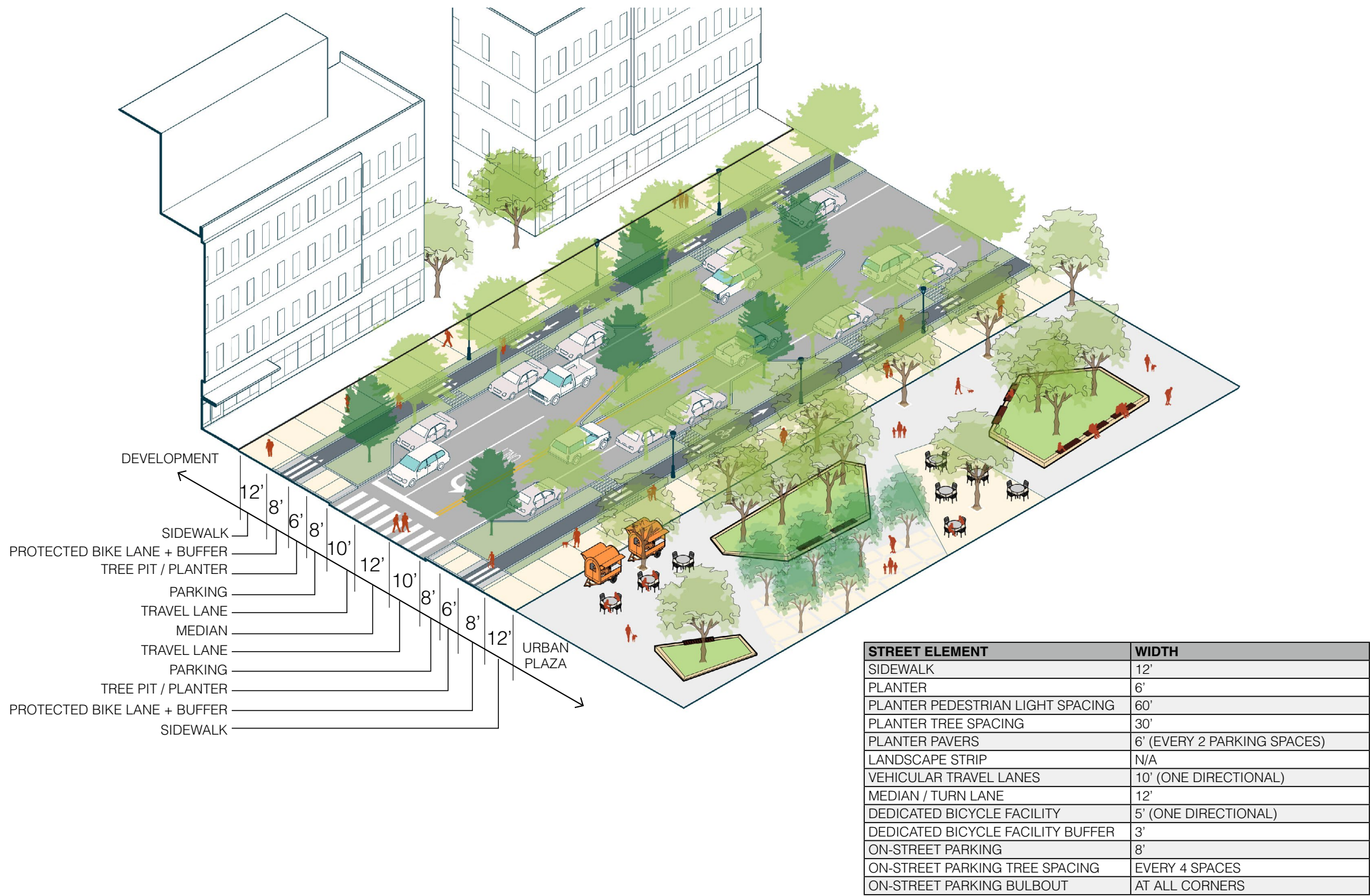
STREET NETWORK

Boulevards are wide streets, measuring 100 feet across, that play a crucial role in connecting major roads to different parts of the district. They are designed to handle both traffic flow and local access, particularly in areas with dense development, such as mixed-use or commercial zones. Positioned at key intersections and access points, boulevards help ease traffic congestion beyond the district by providing multiple entry and exit routes. These streets have one lane of traffic in each direction, with a central median that acts as a turn lane at important intersections. Boulevards are also designed for pedestrians and cyclists, featuring on-street parking, wide sidewalks, protected bike lanes, pedestrian lighting, and canopy trees, creating a comfortable and efficient transportation environment for all users.



KEY PLAN

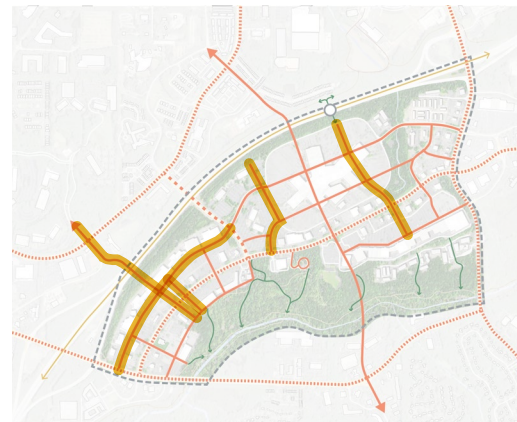
BOULEVARD | 100' WIDTH



Street Typologies

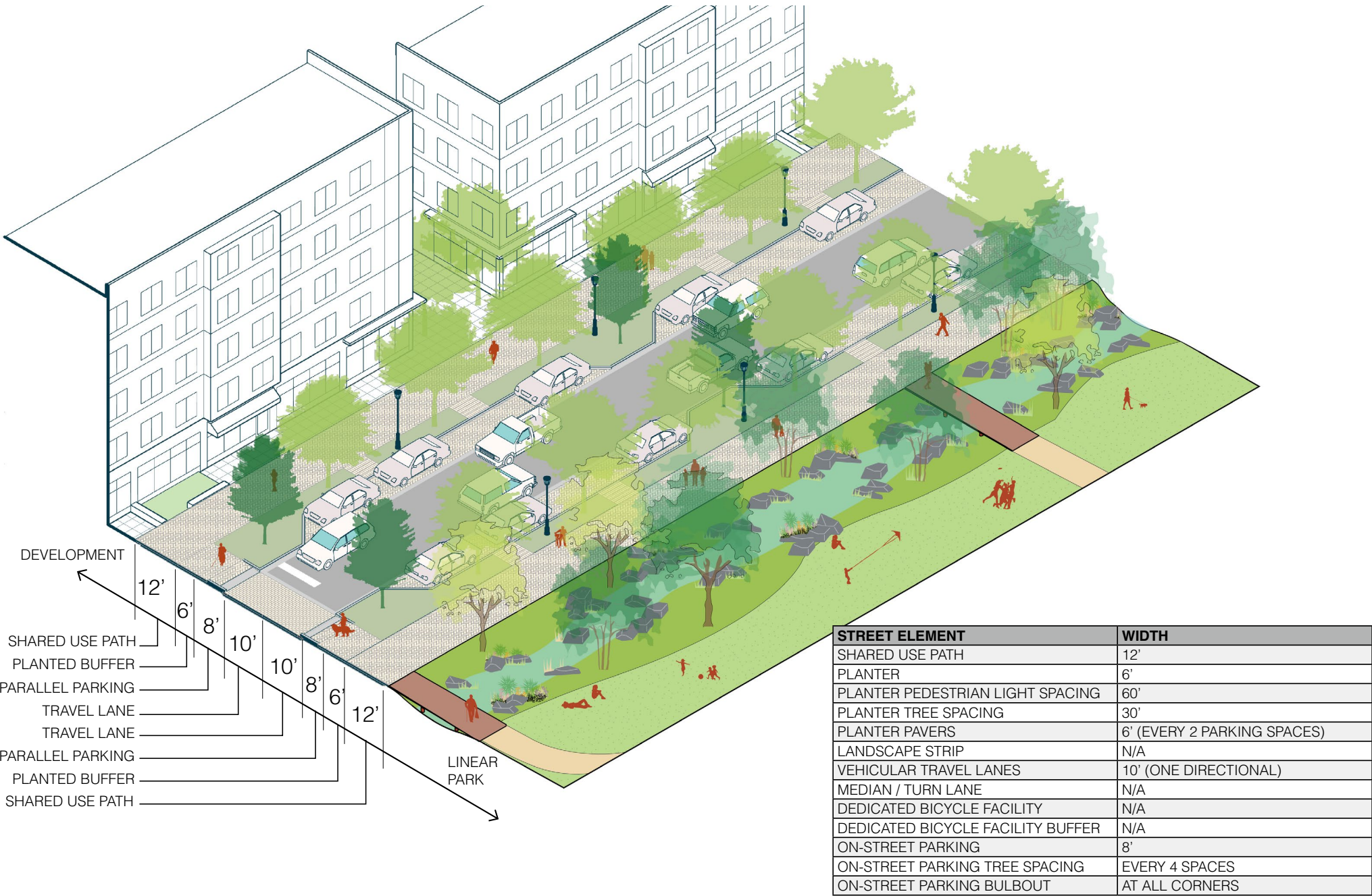
STREET NETWORK

Signature streets are 72 feet wide and are designed with a strong focus on pedestrian-friendly spaces. While they still accommodate vehicular traffic, their primary function is to prioritize walkability and provide a safe, comfortable, and inviting environment for people. Signature streets connect important open spaces and small-scale commercial areas, serving mainly as access routes. They feature one lane of traffic in each direction, along with on-street parking, canopy trees, pedestrian lighting, and shared-use paths, ensuring that both pedestrians and cyclists have a pleasant experience while moving through the area.



KEY PLAN

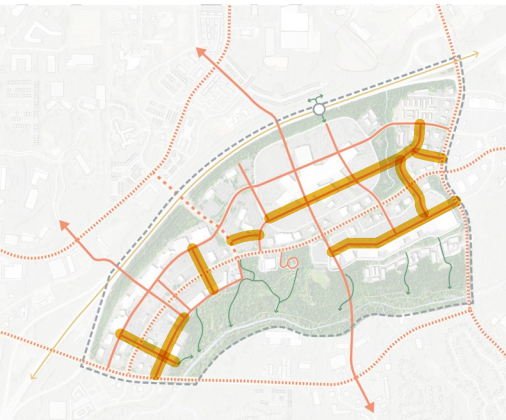
SIGNATURE | 72' WIDTH



Street Typologies

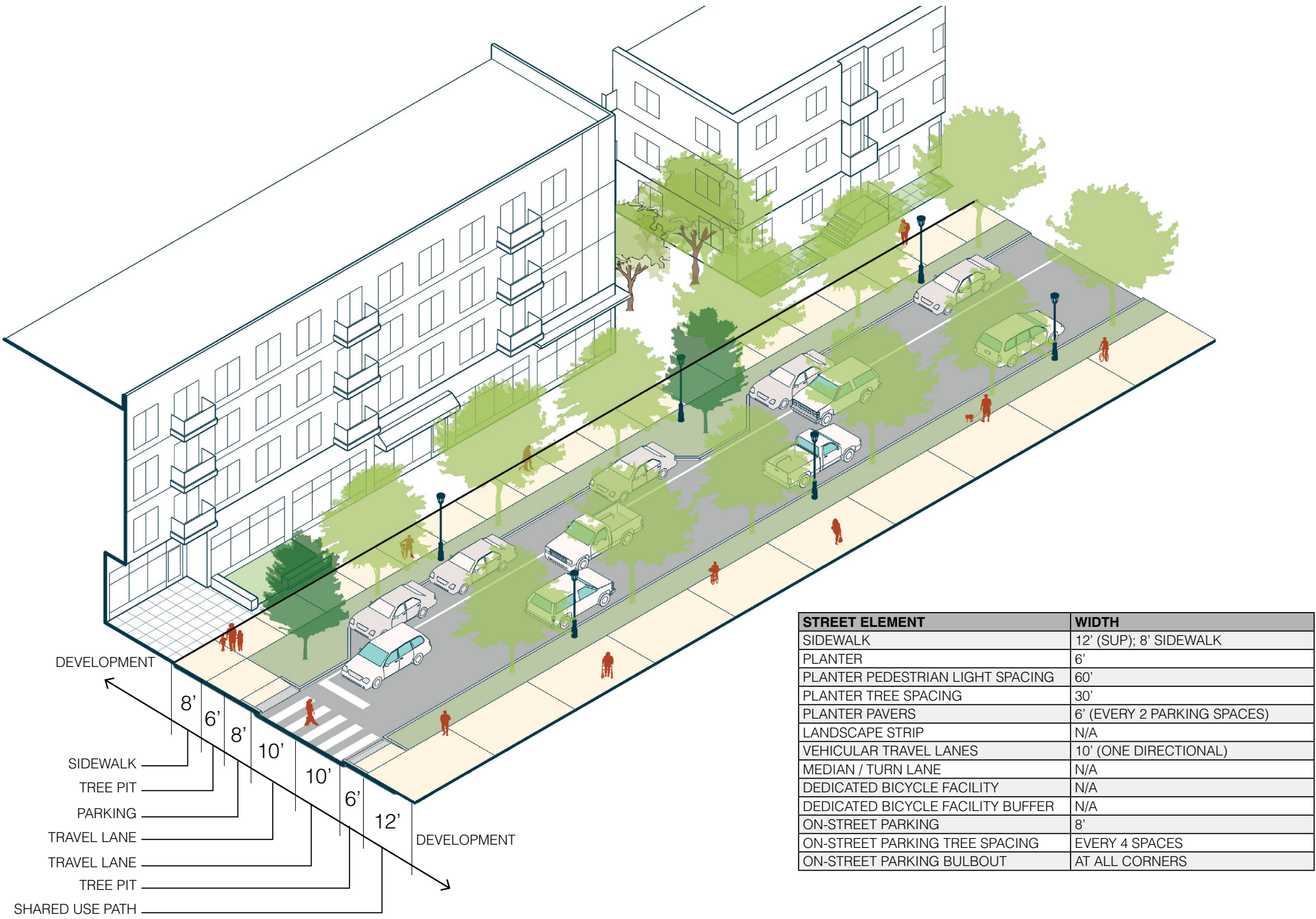
STREET NETWORK

Typical streets are 60 feet wide and serve as the primary street type within the district, designed to provide access to commercial, mixed-use, and residential areas. These streets are calm, neighborhood-oriented streets that are found throughout the district, offering a safe and convenient route for local traffic. Typical streets feature one lane of traffic in each direction, with on-street parking on one side. They are designed with canopy trees, pedestrian lighting, and sidewalks to enhance the pedestrian experience. Additionally, shared-use paths are included to support low-stress bicycling, making these streets accessible and comfortable for all users.



KEY PLAN

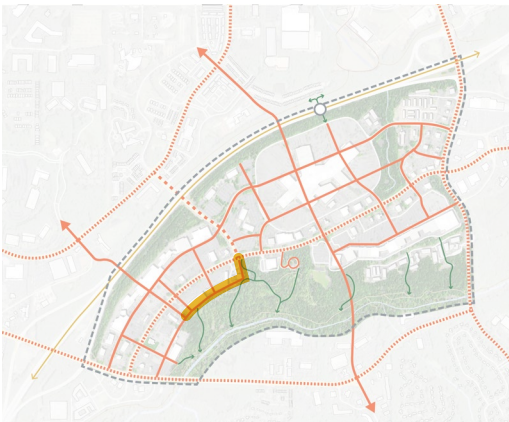
TYPICAL | 60' WIDTH



Street Typologies

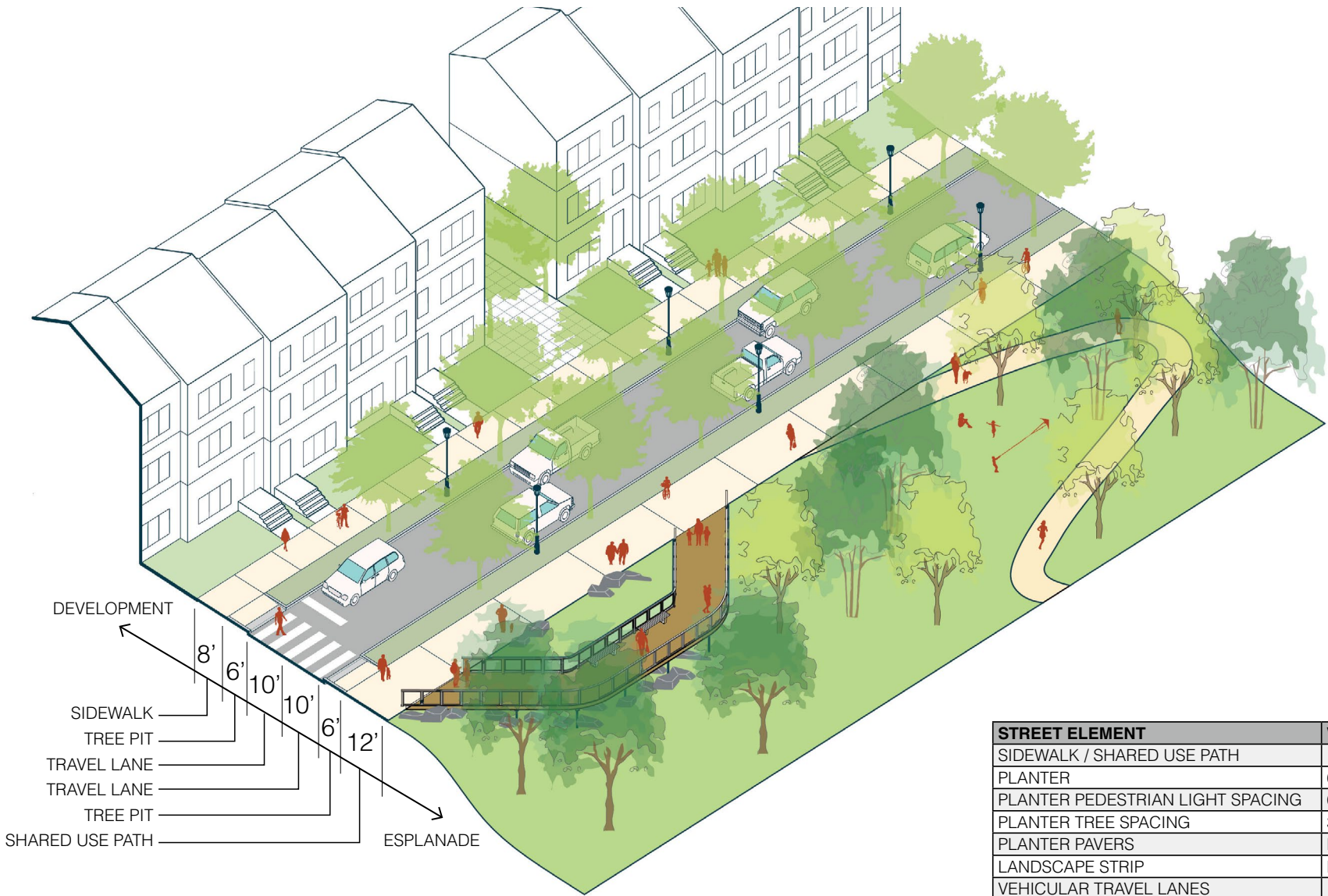
STREET NETWORK

Esplanades are 52-foot-wide streets designed to create a calm, peaceful environment that encourages access to nearby trail systems and natural features of the district, such as the Big Creek trail. Their narrower width and the inclusion of a shared-use path make these streets ideal for people looking to connect with nature, offering both a view and access to surrounding green spaces. Strategically running parallel to natural areas, esplanades feature one travel lane in each direction, canopy trees, pedestrian lighting, and a sidewalk along the developed side of the street. On the nature side, a shared-use path allows pedestrians and cyclists to enjoy easy access to the trails, enhancing the overall experience of being in a natural, serene setting.



KEY PLAN

ESPLANADE | 52' WIDTH



STREET ELEMENT	WIDTH
SIDEWALK / SHARED USE PATH	12' (SUP); 8' SIDEWALK
PLANTER	6'
PLANTER PEDESTRIAN LIGHT SPACING	60'
PLANTER TREE SPACING	30'
PLANTER PAVERS	N/A
LANDSCAPE STRIP	N/A
VEHICULAR TRAVEL LANES	10' (ONE DIRECTIONAL)
MEDIAN / TURN LANE	N/A
DEDICATED BICYCLE FACILITY	N/A
DEDICATED BICYCLE FACILITY BUFFER	N/A
ON-STREET PARKING	N/A
ON-STREET PARKING TREE SPACING	N/A
ON-STREET PARKING BULBOUT	N/A

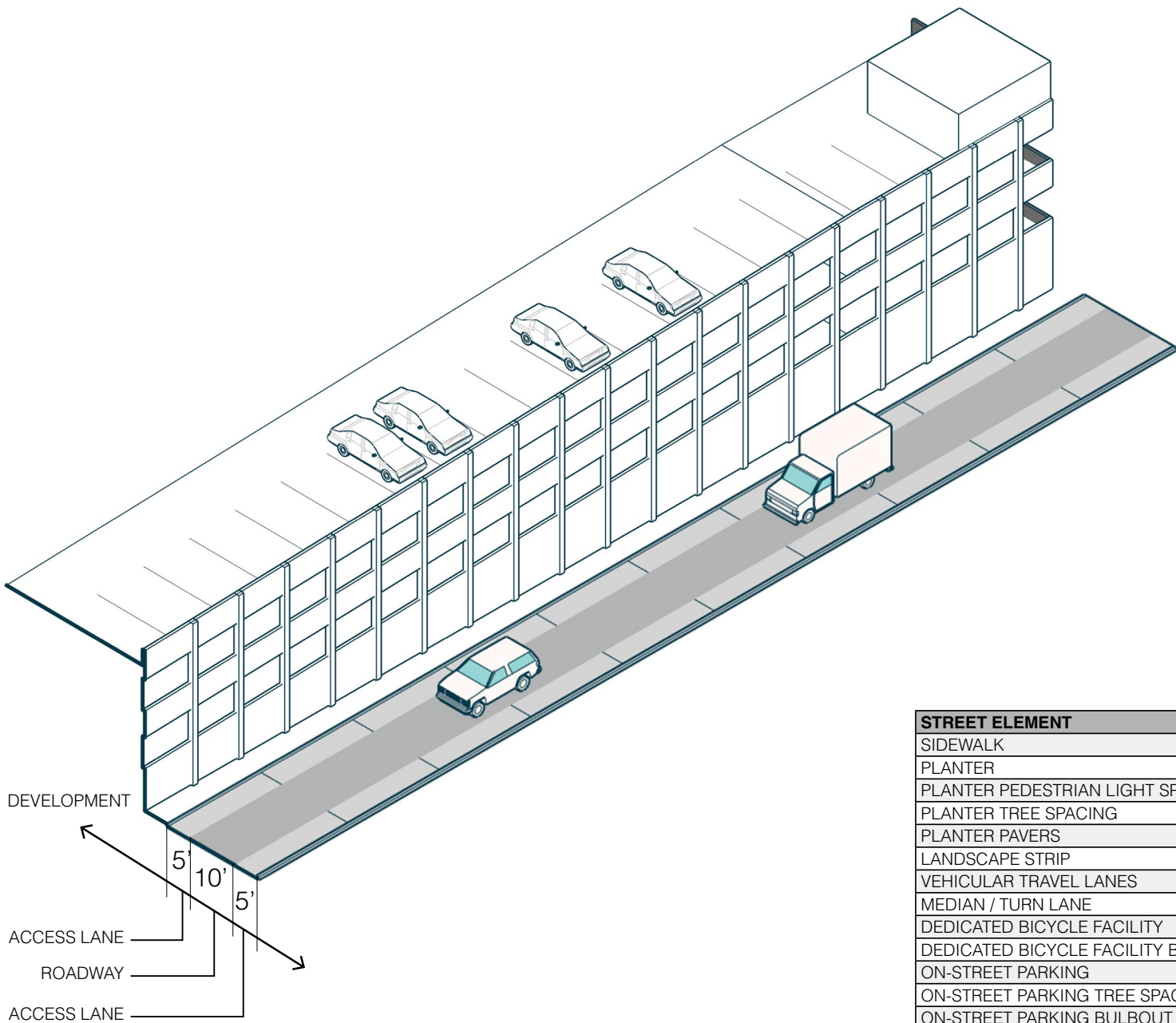
Street Typologies

STREET NETWORK

The district includes two types of alleys: service alleys and pedestrian alleys.

Service alleys play a crucial role in separating service needs from typical street traffic, contributing to a more comfortable and pleasant environment. These 20-foot-wide access roads within a development allow delivery and service trucks to reach back entrances and utility locations of buildings, reducing the need for curb cuts and driveways along the main streets. By minimizing these conflict points, service alleys help create a safer space for pedestrians and cyclists. Depending on the specific needs of the area, service alleys can be configured as one- or two-way and are often constructed from concrete rather than asphalt. Though designed primarily for vehicular access, the width of these alleys also accommodates emergency vehicles, ensuring accessibility while keeping the alley narrow and unobtrusive.

SERVICE ALLEY | 20' WIDTH



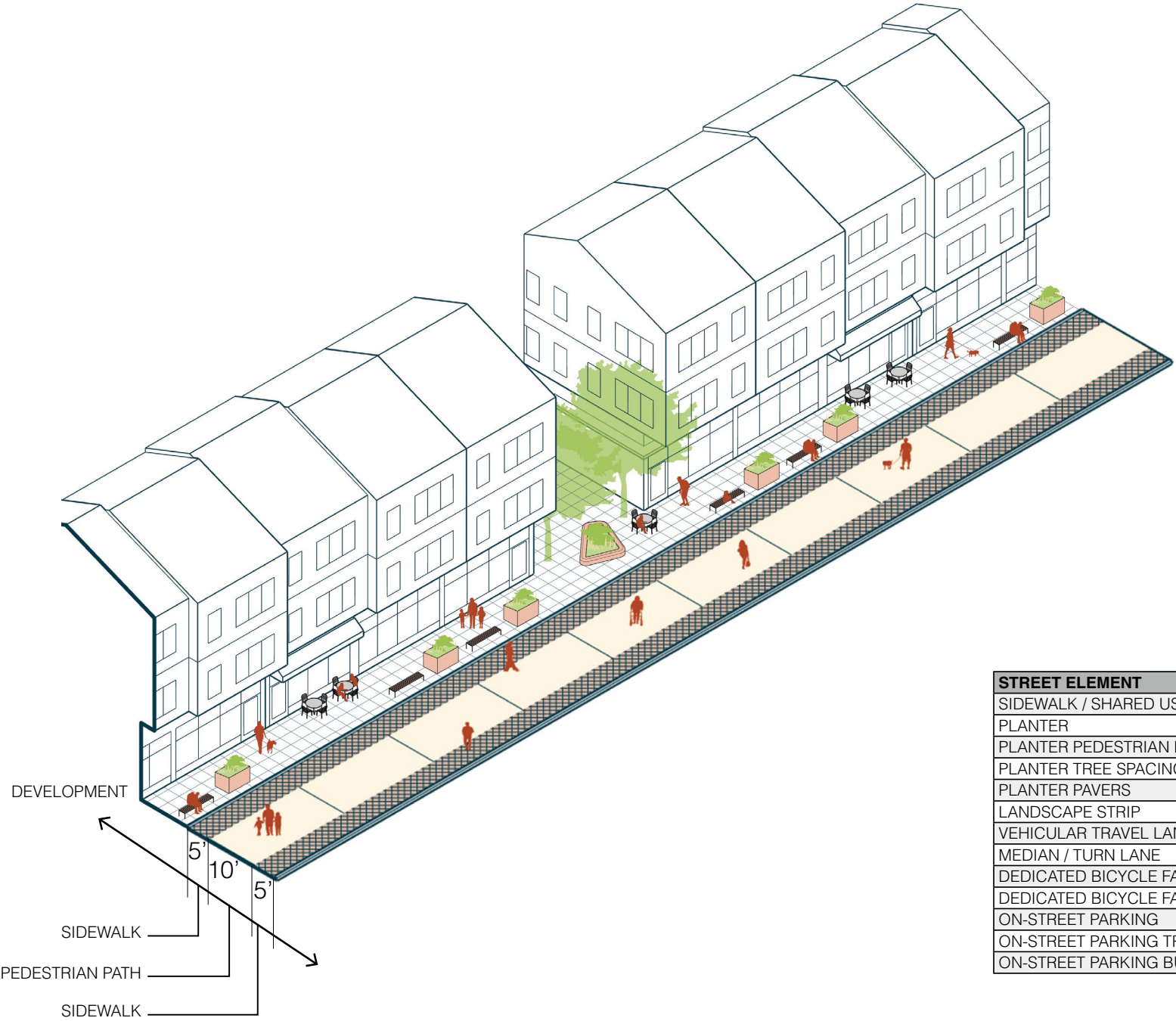
STREET ELEMENT	WIDTH
SIDEWALK	N/A
PLANTER	N/A
PLANTER PEDESTRIAN LIGHT SPACING	N/A
PLANTER TREE SPACING	N/A
PLANTER PAVERS	N/A
LANDSCAPE STRIP	N/A
VEHICULAR TRAVEL LANES	20' TOTAL
MEDIAN / TURN LANE	N/A
DEDICATED BICYCLE FACILITY	N/A
DEDICATED BICYCLE FACILITY BUFFER	N/A
ON-STREET PARKING	N/A
ON-STREET PARKING TREE SPACING	N/A
ON-STREET PARKING BULBOUT	N/A

Street Typologies

STREET NETWORK

Pedestrian alleys, on the other hand, are narrow, tranquil pathways designed exclusively for pedestrians, typically situated between buildings within a block. These alleys provide additional connections where traditional streets may not be suitable but where pedestrian access is still needed, often in low to medium-density residential or mixed-use areas. With a width of 20 feet, pedestrian alleys feature a 10-foot center sidewalk flanked by 5-foot buffer zones on each side, ensuring clear separation from surrounding structures. Constructed from pedestrian-friendly materials like concrete or decorative pavers, these alleys create a distinct environment separate from service alleys. While they are primarily for pedestrian use, the width allows for emergency vehicle access if necessary, maintaining safety while preserving a calm, pedestrian-only atmosphere.

PEDESTRIAN ALLEY | 20' WIDTH.



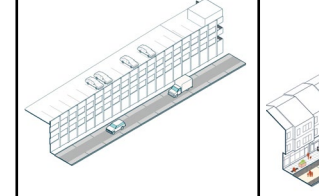
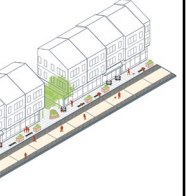
STREET ELEMENT	WIDTH
SIDEWALK / SHARED USE PATH	10' TOTAL
PLANTER	5' PAVED STRIP
PLANTER PEDESTRIAN LIGHT SPACING	N/A
PLANTER TREE SPACING	N/A
PLANTER PAVERS	N/A
LANDSCAPE STRIP	N/A
VEHICULAR TRAVEL LANES	N/A
MEDIAN / TURN LANE	N/A
DEDICATED BICYCLE FACILITY	N/A
DEDICATED BICYCLE FACILITY BUFFER	N/A
ON-STREET PARKING	N/A
ON-STREET PARKING TREE SPACING	N/A
ON-STREET PARKING BULBOUT	N/A

Streetscape Standards

STREET NETWORK

All streetscape types described can be utilized in any future development within the North Point District. The standards should be followed when designing and building new streets and developments. The variety of streetscape types allow for variation in adjacent development density and character while maintaining the overall goal of pedestrian, vehicular, and bicycle connectivity within the district.

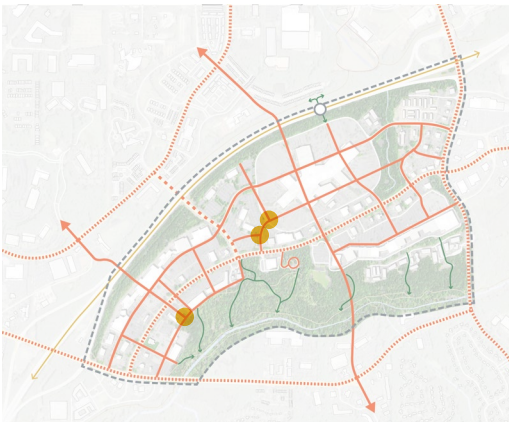
The chart to the right lists all streetscape types described and their technical requirements, along with adjacent building setbacks, building heights, and parking requirements.

STREETSCAPE STANDARDS						
						
	BOULEVARD STREET	SIGNATURE STREET	TYPICAL STREET	ESPLANADE STREET	SERVICE ALLEY	PEDESTRIAN ALLEY
Sidewalk / Shared Use Path	12'	12'	8' sidewalk; 12' SUP	8' sidewalk; 12' SUP	N/A	10' total
Planter	6'	6'	6'	6'	N/A	5' paved strip
Pedestrian Light Spacing	60'	60'	60'	60'	N/A	N/A
Tree Spacing	30'	30'	30'	30'	N/A	N/A
Planter Paving	6' every 2 parking spaces	6' every 2 parking spaces	6' every 2 parking spaces	N/A	N/A	N/A
Vehicular Travel Lanes	10' in each direction	10' in each direction	10' in each direction	10' in each direction	20' total	N/A
Median / Turn Lane	12'	N/A	N/A	N/A	N/A	N/A
Dedicated Bike Facility	5'	N/A	N/A	N/A	N/A	N/A
Dedicated Bike Facility Buffer	3'	N/A	N/A	N/A	N/A	N/A
On-Street Parking	8'	8'	8'	N/A	N/A	N/A
On-Street Parking Tree Spacing	every 4 spaces	every 4 spaces	every 4 spaces	N/A	N/A	N/A
On-Street Parking Bulbout	at all corners	at all corners	at all corners	N/A	N/A	N/A
SITE DESIGN STANDARDS						
	BOULEVARD STREET	SIGNATURE STREET	TYPICAL STREET	ESPLANADE STREET	SERVICE ALLEY	PEDESTRIAN ALLEY
Building Setback	20' min., 30' max.	10' min., 20' max.	10' min., 20' max.	10' min., 20' max.	No minimum	10' min.
Building Height	7 stories max.	4 stories max.	4 stories max.	4 stories max.	N/A	3 stories max.
Surface Parking Lots	Must be behind or beside primary buildings. No parking or driveway parallel to the roadway may be between primary buildings and a public street.				N/A	N/A

Intersection Typologies

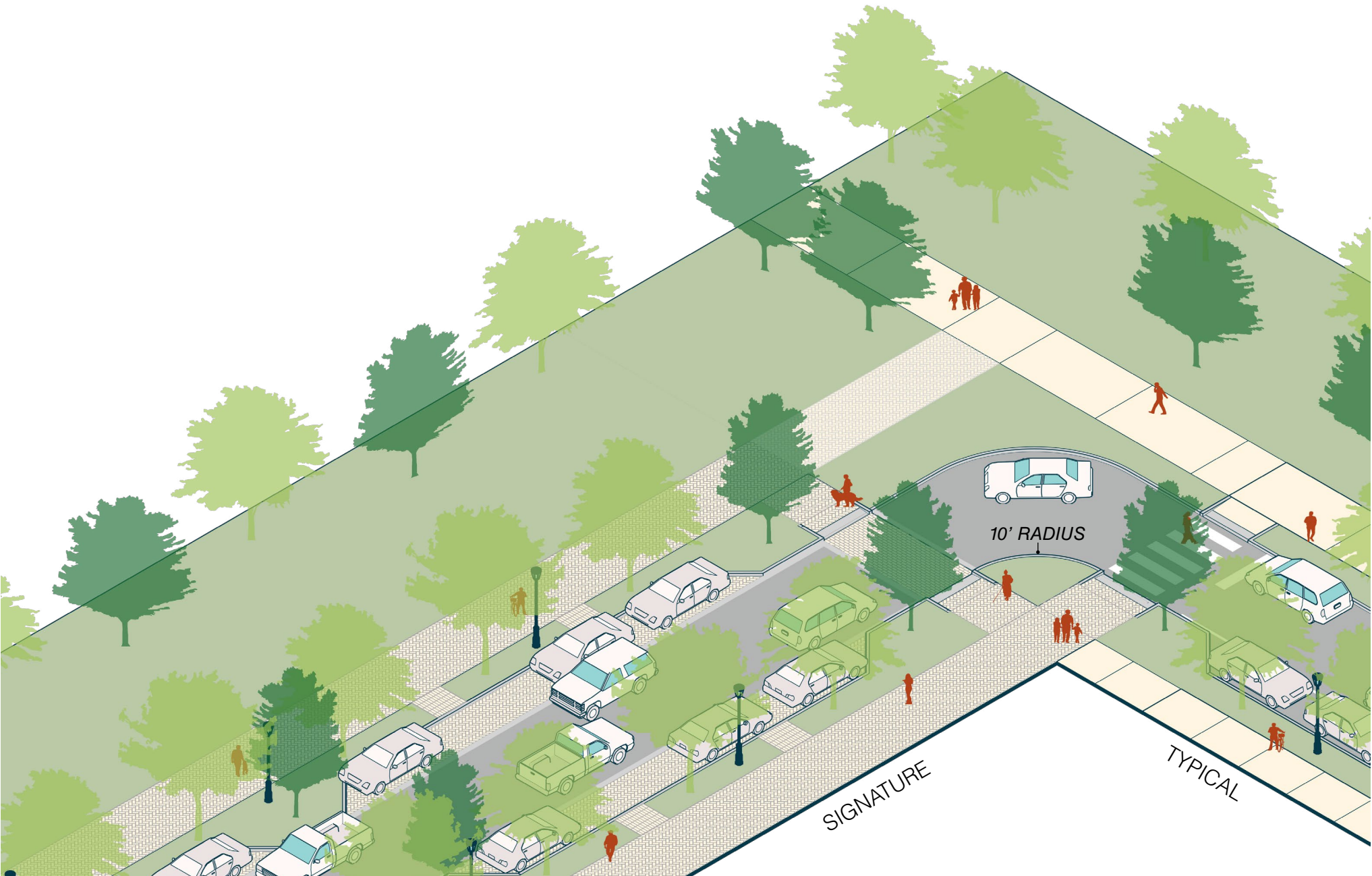
STREET NETWORK

Signature streets serve to connect pedestrians to key activity centers. In this example, a signature street leads to an open space and integrates with the open space's trail and circulation network. Higher-quality surface materials, such as concrete pavers, distinguish signature streets from other street types in the district. The pavers placed along the sidewalks emphasize the human-scale design of the street and reduce the amount of asphalt. This material choice is carried through the crosswalk and parking lane, with a concrete edge delineating vehicular travel lanes and encouraging slower vehicle speeds. A curb radius of 10 feet reinforces this street as a low-speed space for vehicles and enhances pedestrian safety at crossings.



KEY PLAN

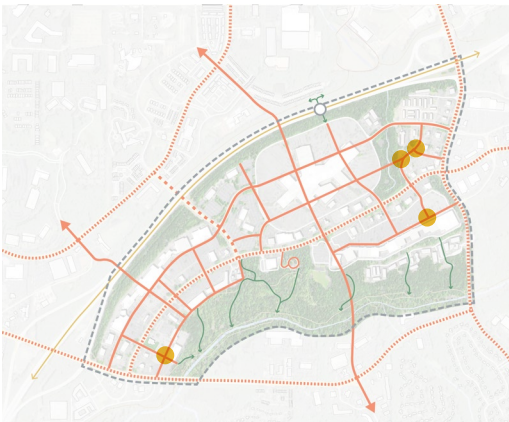
SIGNATURE STREET INTERSECTION AT OPEN SPACE



Intersection Typologies

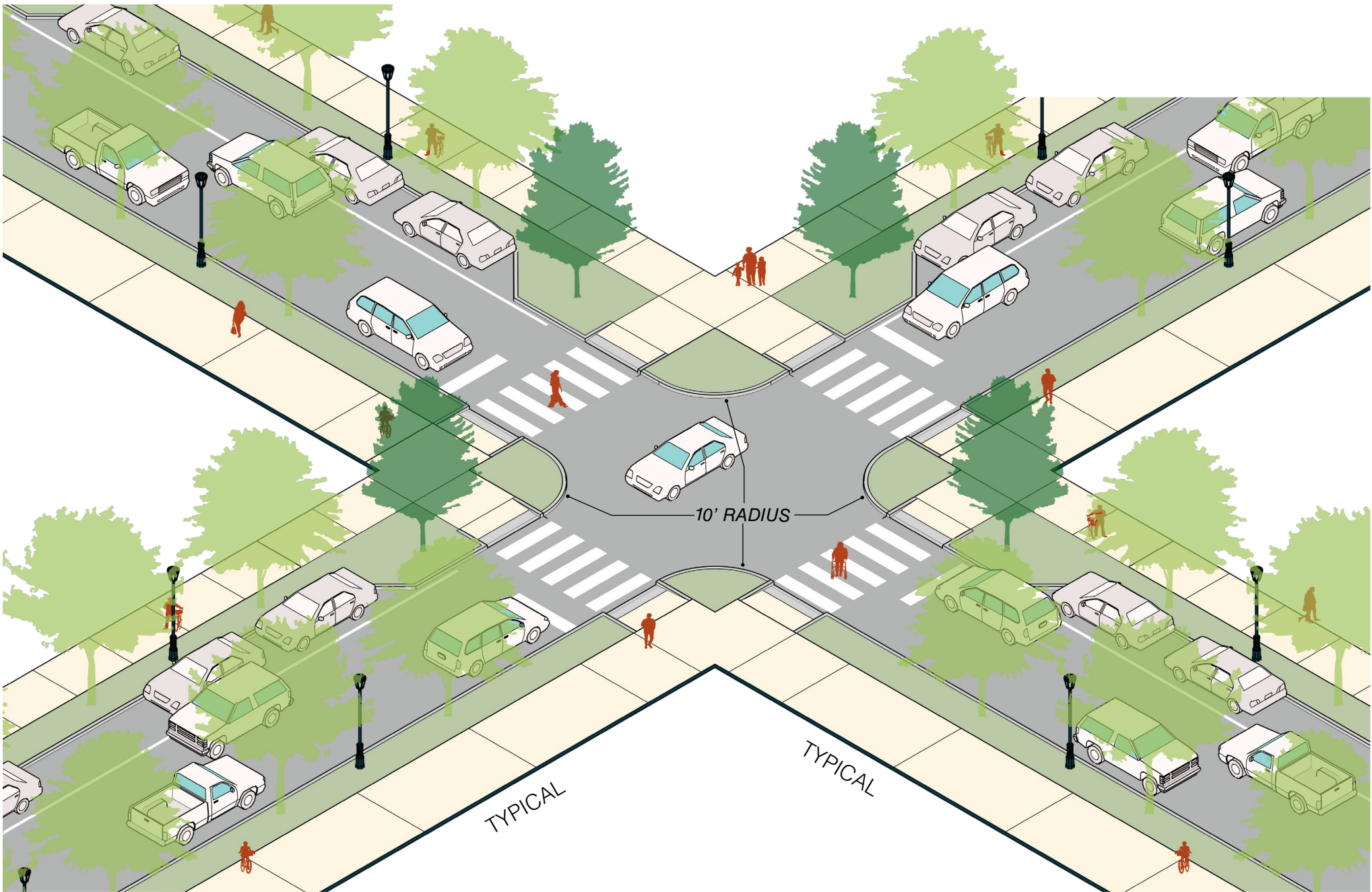
STREET NETWORK

The intersection of two typical streets is most appropriate in neighborhood-scale areas of the district, with a focus on accessibility for all users. A curb radius of 10 feet reinforces this street as a low-speed space for vehicles and enhances pedestrian safety at crossings. As with other street types, bulb-outs are placed at the corners to daylight the crosswalk, which are positioned behind the curb radii to provide more accessible crossings for people with disabilities.



KEY PLAN

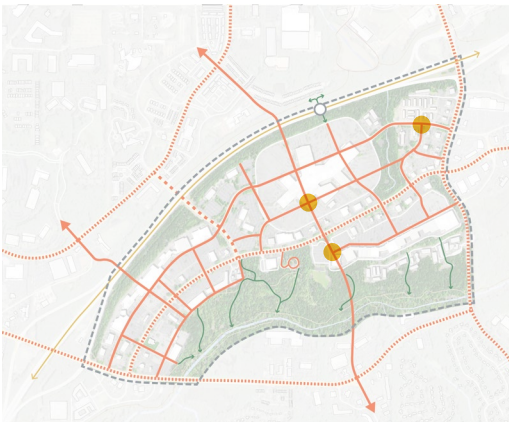
TYPICAL STREET INTERSECTION



Intersection Typologies

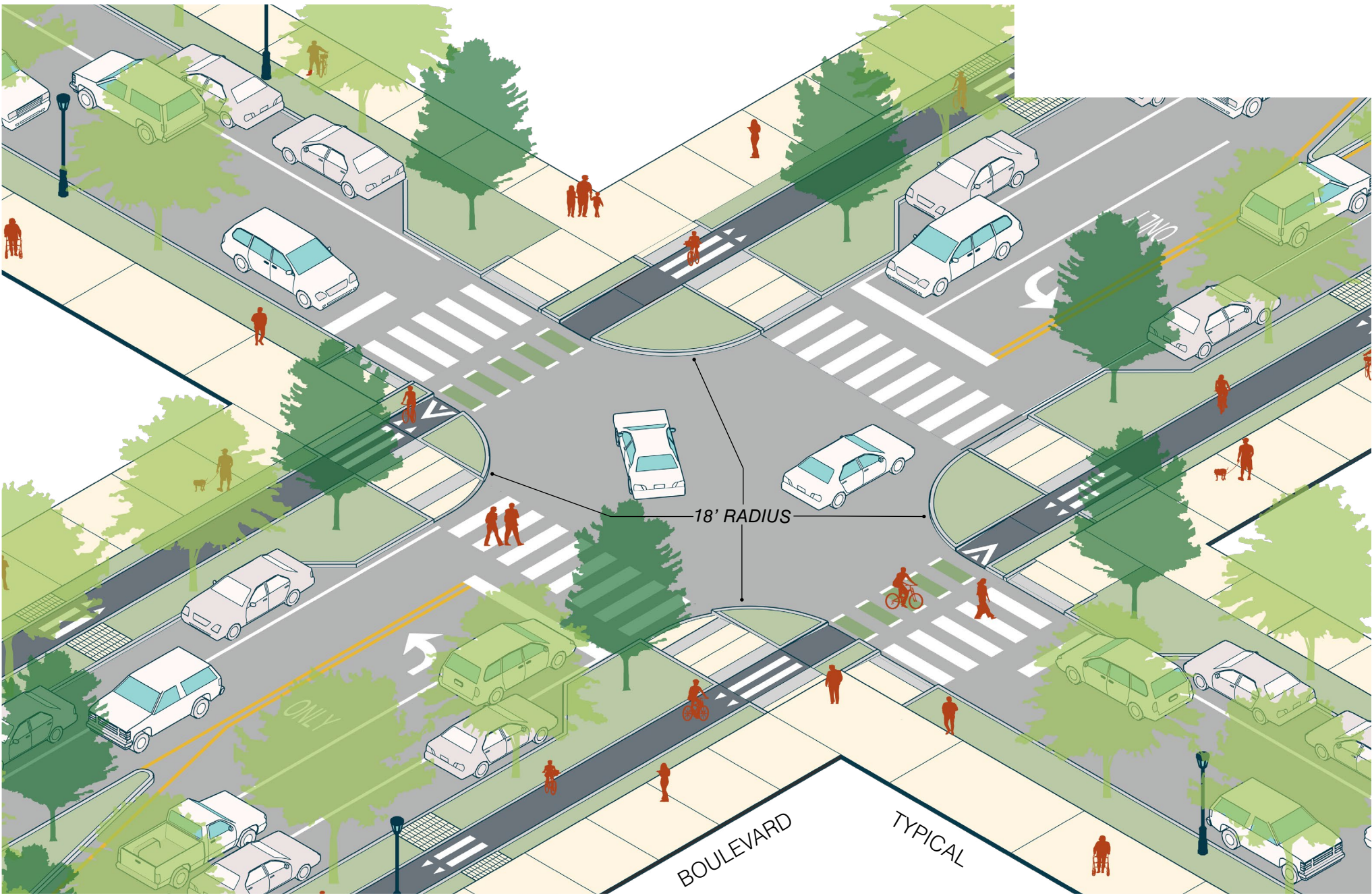
STREET NETWORK

The intersection between a typical street and a boulevard is the largest and most complex intersection within the district. At this intersection, left turn lanes and dedicated bicycle facilities are incorporated, in addition to the typical pedestrian and vehicular travel patterns. The crosswalk has two phases: the first provides a safe crossing for pedestrians across the bike lane, while the second allows pedestrians to safely cross three lanes of vehicular traffic. As with other intersections in the district, crosswalks and ramps should be perpendicular to vehicular travel lanes and positioned behind the curb radius for safety. The curb radius is set at 18 feet to accommodate higher volumes of vehicular traffic while maintaining a safe turning speed. Bulb-outs are also included to improve driver visibility of pedestrians crossing the street.



KEY PLAN

TYPICAL STREET INTERSECTION AT BOULEVARD



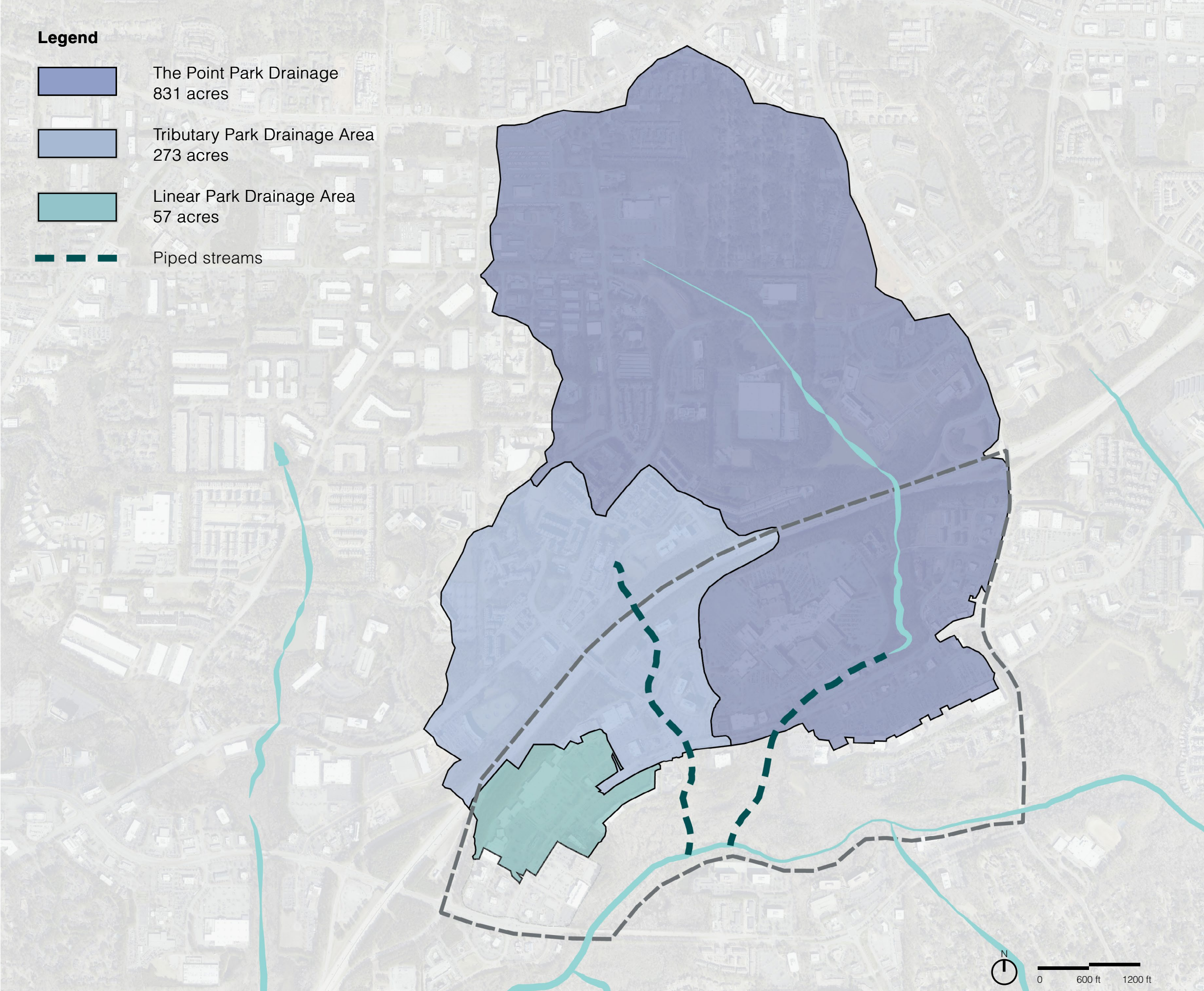
03 Open Space

Historic Tributaries

OPEN SPACE

During the initial development of the project area, two tributaries to Big Creek (Tributaries 8 and 9) were redirected into underground pipes and culverts to maximize the buildable space on the site. As a result, the current drainage patterns follow the historic routes of these tributaries.

The proposed open space network is designed to restore the alignment of these original streams, enabling surface connections and daylighting of the waterways. This approach not only helps reduce runoff and improve water quality but also creates valuable habitats and enhances the overall aesthetic of the area.



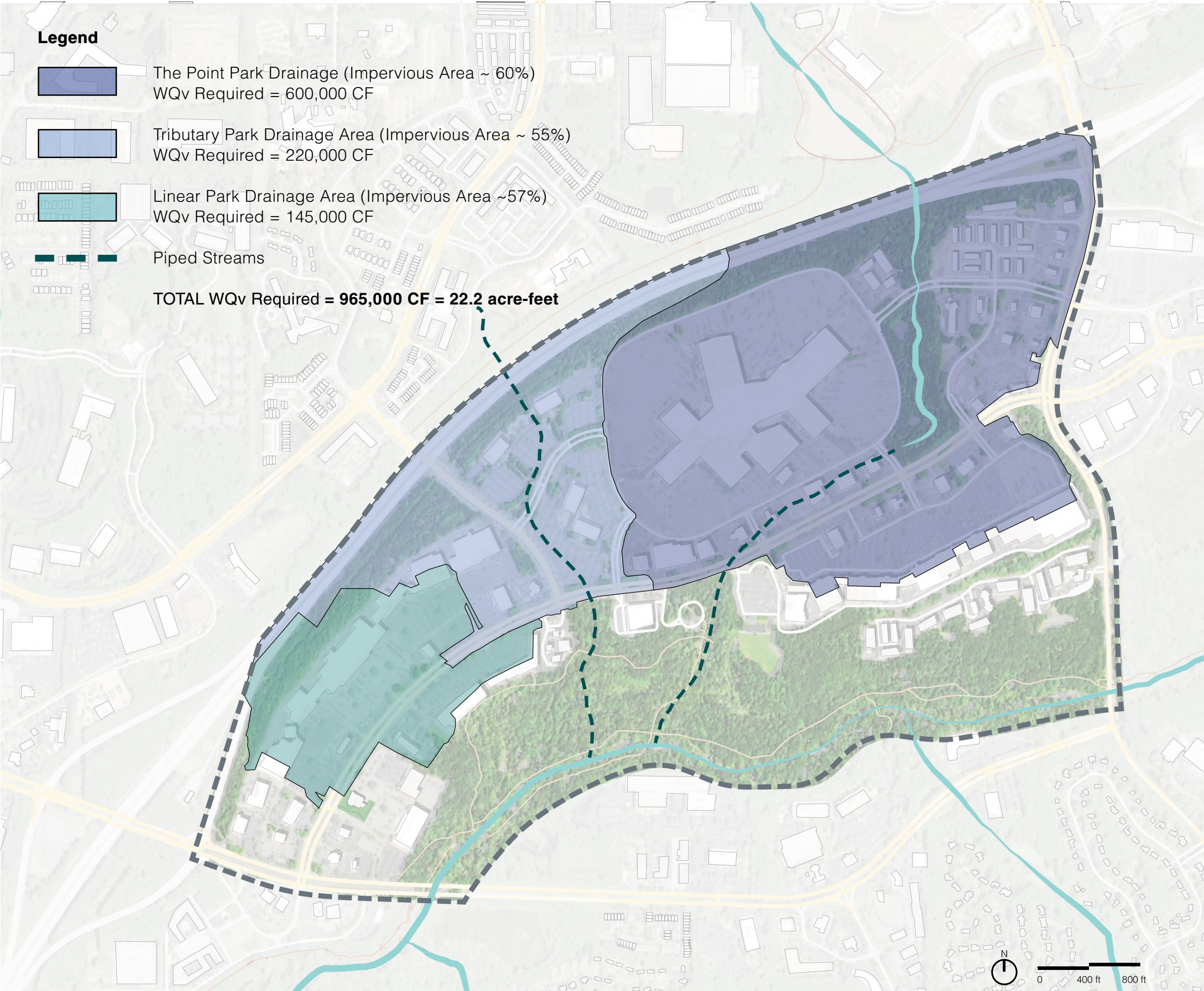
Water Quality Volume

OPEN SPACE

The majority of rainfall typically occurs in small events, making the management of the water quality volume (WQv) an effective, cost-efficient way to minimize overall pollutant discharge. In the City of Alpharetta, current standards mandate the capture and retention of the first 1.0 inch of rainfall, or the capture and treatment of the first 1.2 inches when retention is not feasible. For this analysis, the water quality volume was based on the 1.2-inch standard.

The required water quality volume was calculated for each tributary area, taking into account the proposed character area typologies and open space layouts. With an average impervious area ranging from 55% to 60% of the redeveloped area, the total water quality volume required is approximately 22.2 acre-feet (35,750 CY).

The required water quality volume can be met throughout the development area by implementing a green corridor street network and an open space/park network.

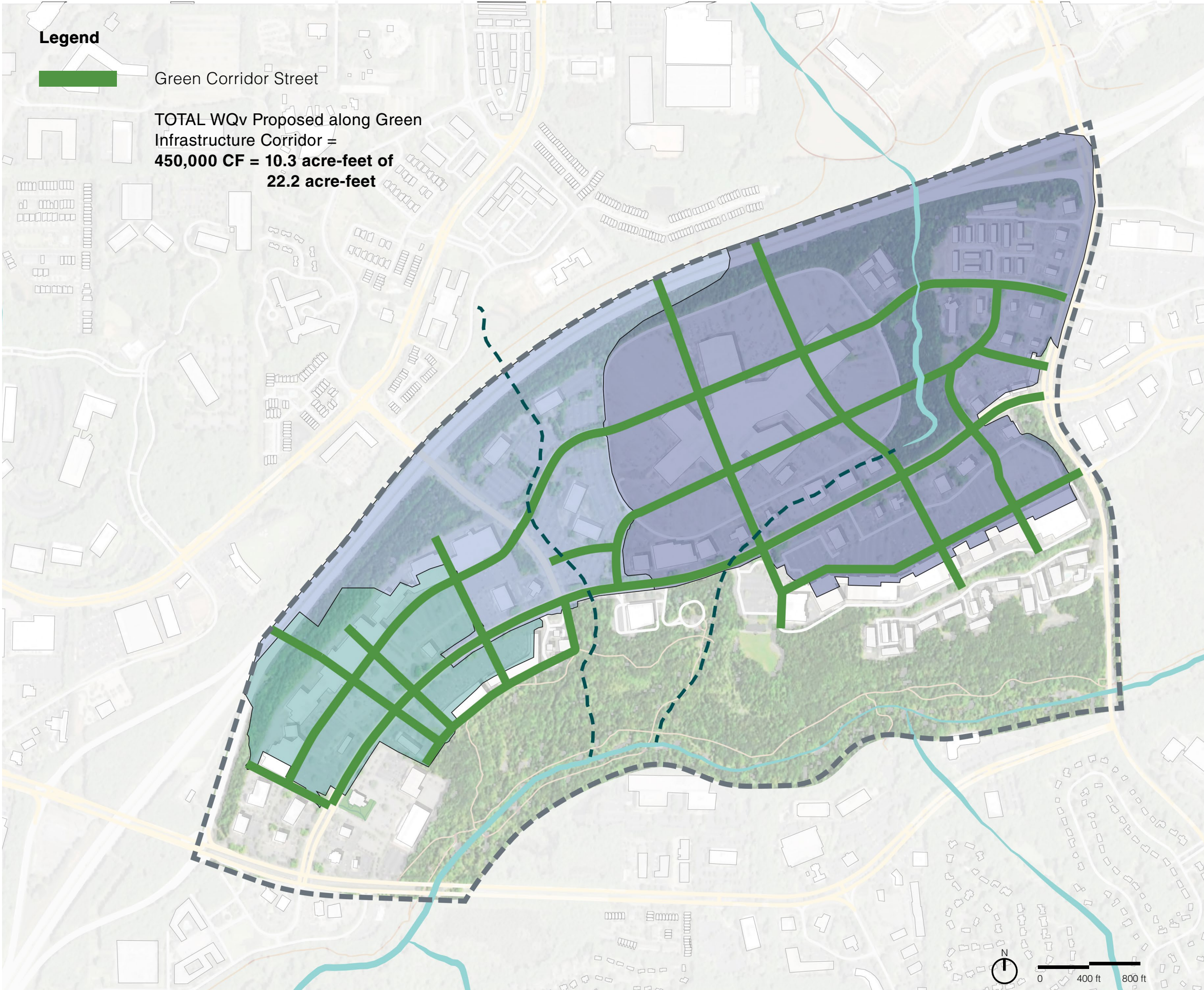


Water Quality Volume

OPEN SPACE

In the green corridor street network, bioswales and tree boxes will contribute to meeting the required water quality volume. A tree box measuring 5 feet by 5 feet, with a maximum water depth of 12 inches and a soil media depth of 3 feet, can store and treat up to 1.6 cubic yards of water. When spaced 25 feet apart, each 1,000-foot segment of roadway could accommodate 80 tree boxes, providing over 125 cubic yards of water storage.

In addition, urban bioswales, with a maximum water depth of 12 inches, soil media depths of 3 feet, and a standard width of 4 feet, can store 0.26 cubic yards of water per linear foot. For each 1,000-foot segment of roadway with bioswales, more than 515 cubic yards of water can be stored and treated. Extrapolated across the proposed street network, over 45% of the required water quality volume will be provided within the right-of-way area.

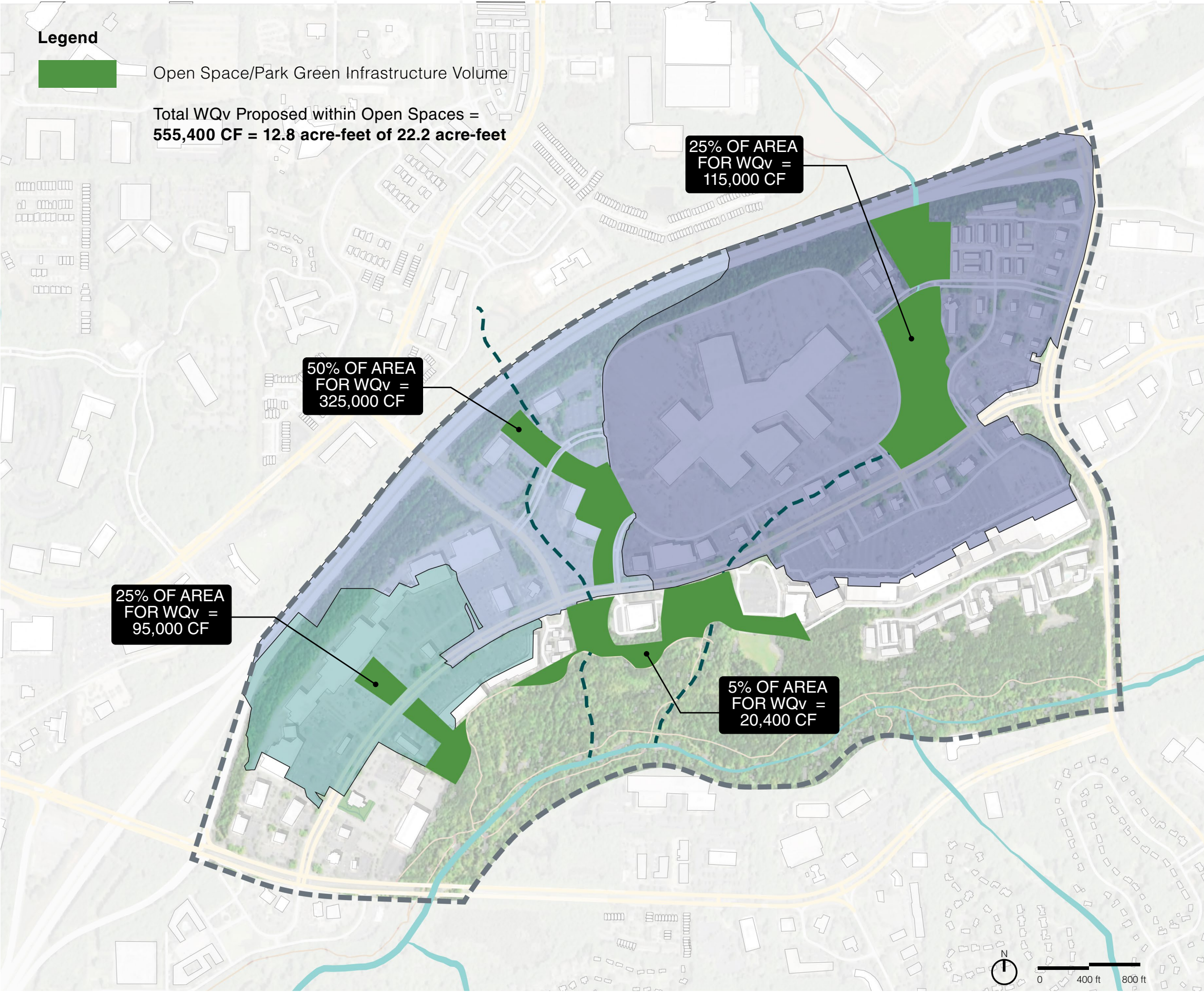


Water Quality Volume

OPEN SPACE

The remaining water quality volume will be addressed within the open space/ park network through a series of green infrastructure practices. Assuming a maximum water depth of 2.5 feet for each practice, approximately 9.4 acres of space can provide 12.8 acre-feet of water quality volume. This equates to roughly 21% of the overall proposed open space area.

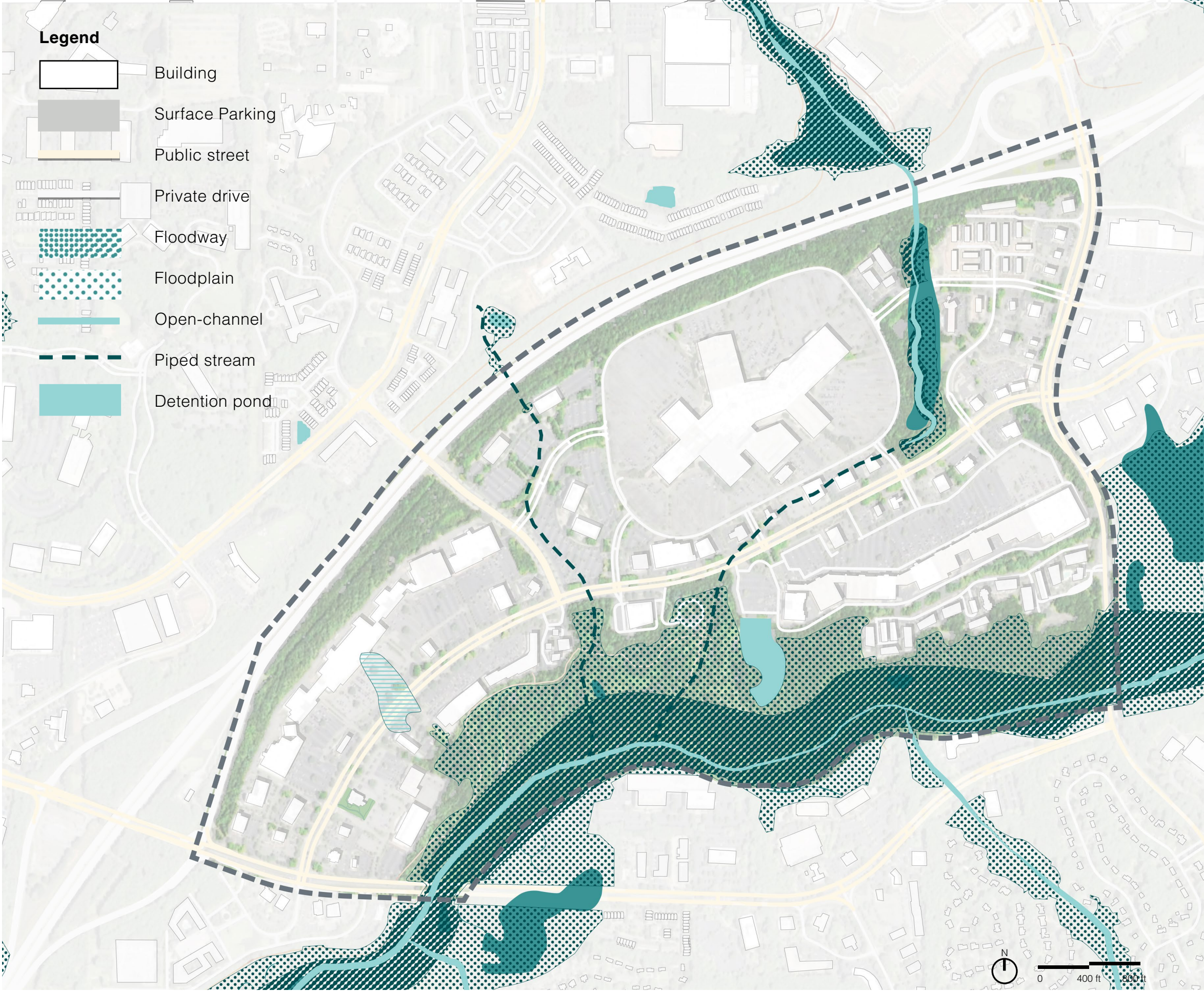
The proposed green corridor streets and open space provide a total of 1,005,400 CF (23.1 acre-feet) of water quality volume. This is greater than the required water quality volume of 965,000 CF (22.1 acre-feet).



Existing Conditions

OPEN SPACE NETWORK

Highlighting the historic drainage patterns across the district reveals an opportunity to provide public open space. The character of the Big Creek Greenway extends into the district's development zone with new park spaces. Reconnecting piped streams presents the opportunity for a dynamic open space and pedestrian connectivity.



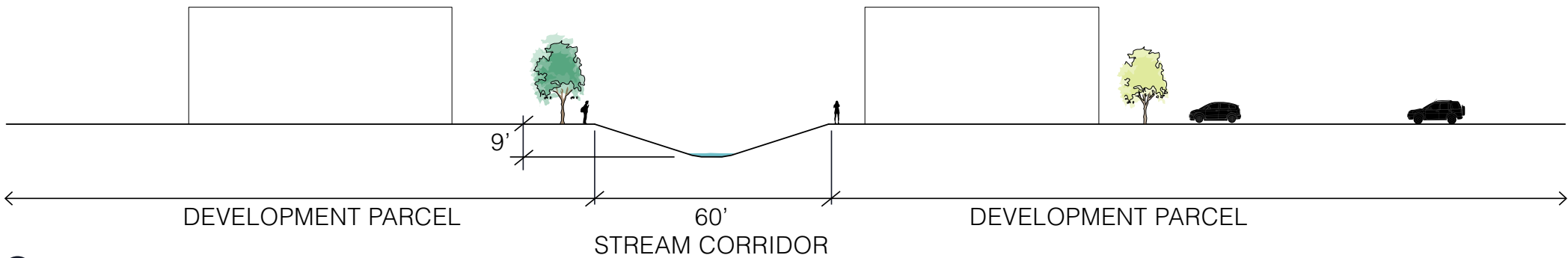
Stream Daylighting

OPEN SPACE

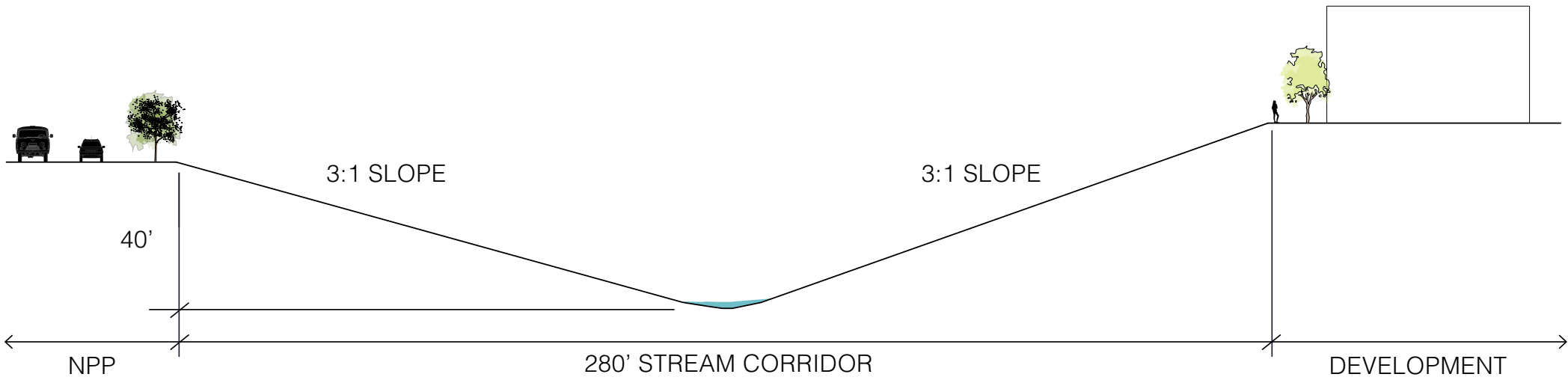
Two tributaries that are piped could be daylit, providing an opportunity for open space and connectivity.

Tributary 1, along Encore Parkway, is piped nine feet below the existing grade. To maintain shallow slopes along the stream, a corridor sixty feet wide would be required to daylight this stream. These requirements create a unique opportunity for public open space. The slope can be treated with various solutions to create both ecological and pedestrian activity.

Tributary 2, north of North Point Parkway, is piped forty feet below the existing grade. To maintain a three to one slope along the stream edges, two hundred and eighty feet is required for the stream corridor. This is not feasible given the width required and the adjacent land uses and building footprints.



1 Tributary 1



2 Tributary 2

Parks / Amenity Areas

OPEN SPACE NETWORK

A series of parks dot the district and provide enhanced open space programming to attract activity to the district, create new edge conditions that can catalyze redevelopment, and break-up the massive scale of the district with places for congregation and recreation.

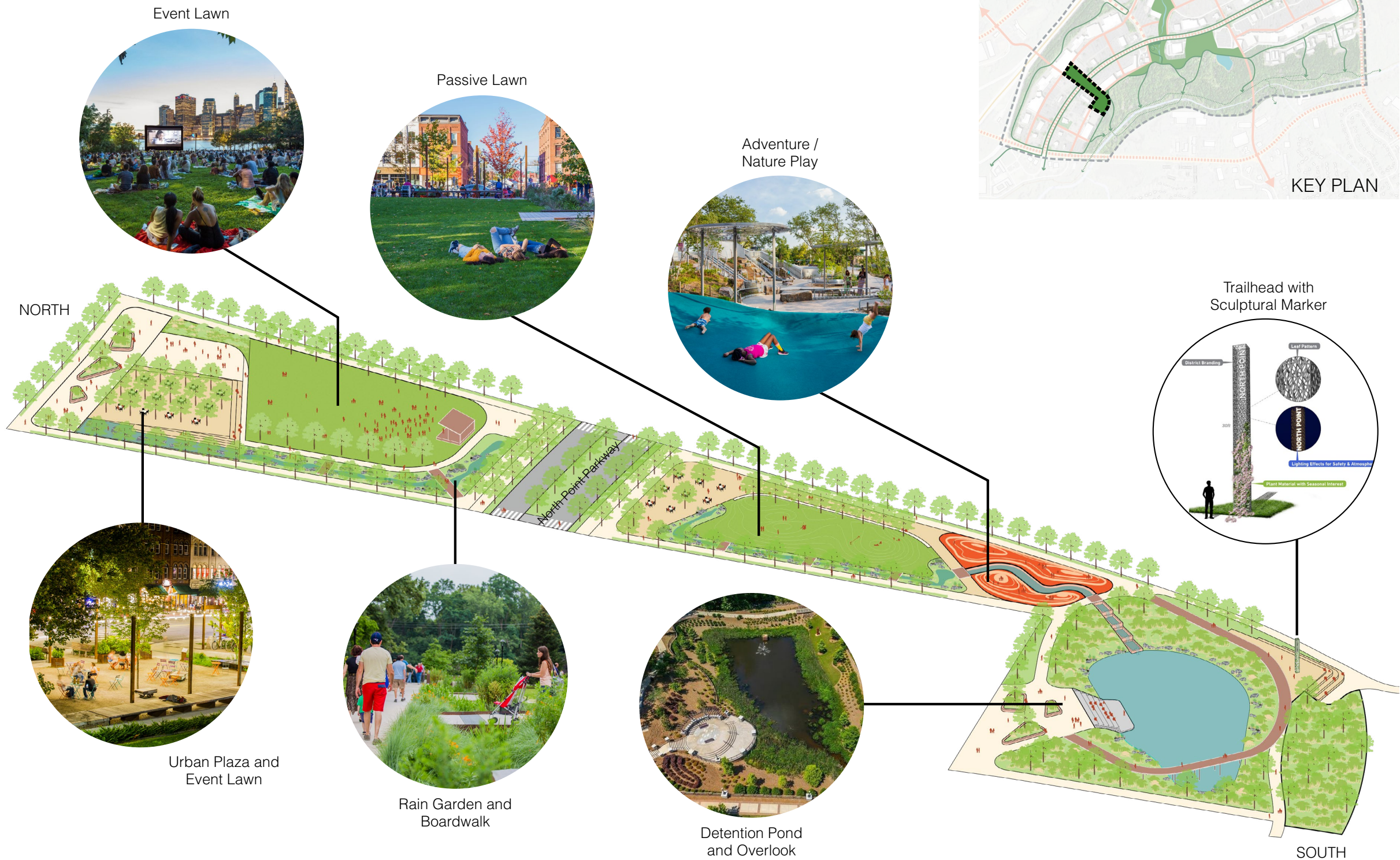
The result is a network of open spaces accessible within a 5 minute walk from any point in the district. The open spaces anchor sub-districts, or neighborhoods, upon which redevelopment will be catalyzed, providing more and better connections from the district to Big Creek.



Linear Park

OPEN SPACE NETWORK

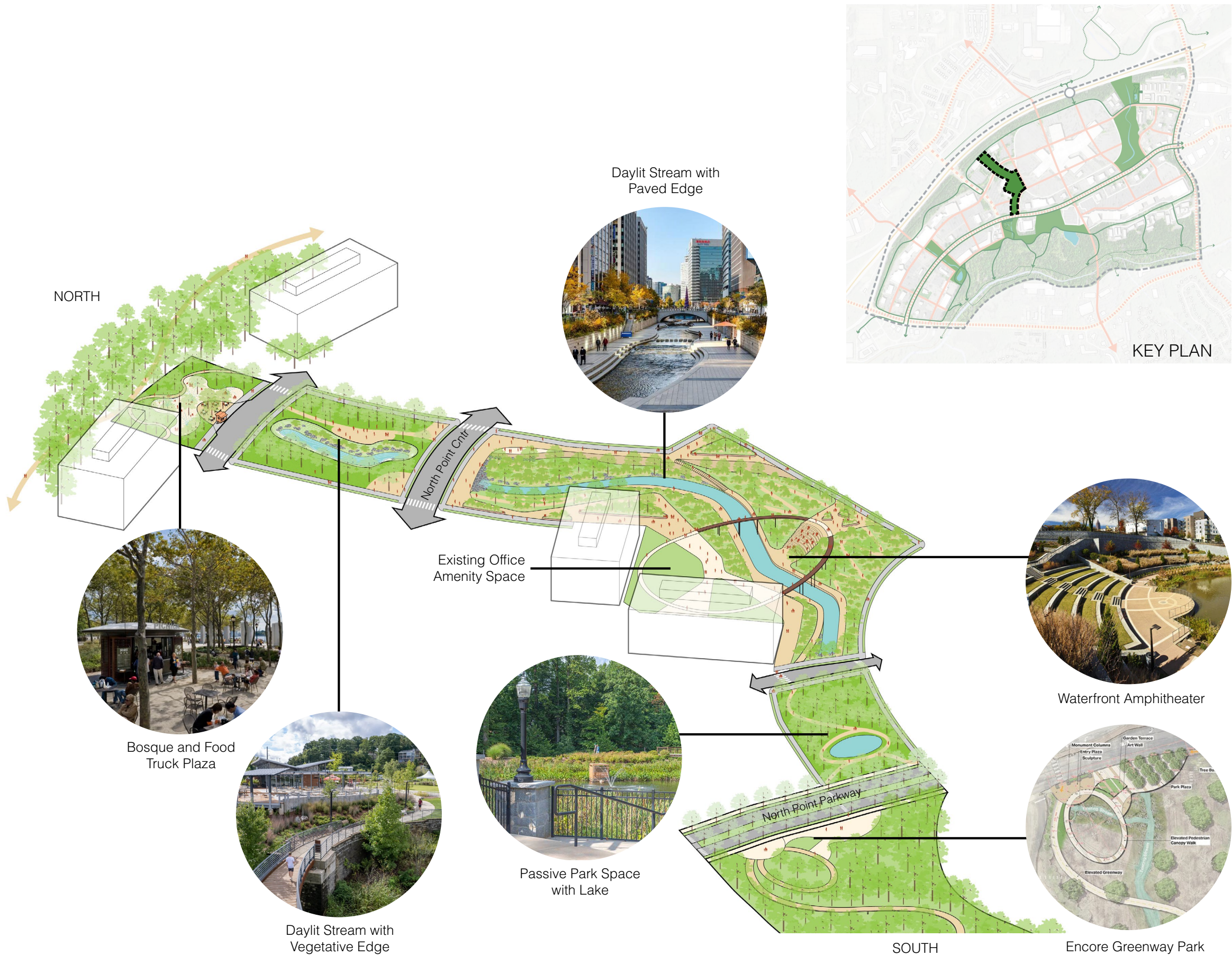
The linear park is designed to provide open space to the adjacent commercial, residential, and cultural uses. To the north facing the cultural anchor, an urban plaza, bosque, and large event lawn provides opportunity for social gatherings, concerts, and cultural events. Safe crossings at North Point Parkway connect visitors to the large passive lawn for lounge and play, and adventure playground for children. The park is lined with rain gardens, collecting and managing stormwater with native plantings. The stormwater filters through the gardens to a large detention basin, also collecting water from the surrounding impervious areas. The detention basin becomes a public feature, with an overlook and trail loop, connecting pedestrians to the larger Big Creek greenway system.



Tributary Park

OPEN SPACE NETWORK

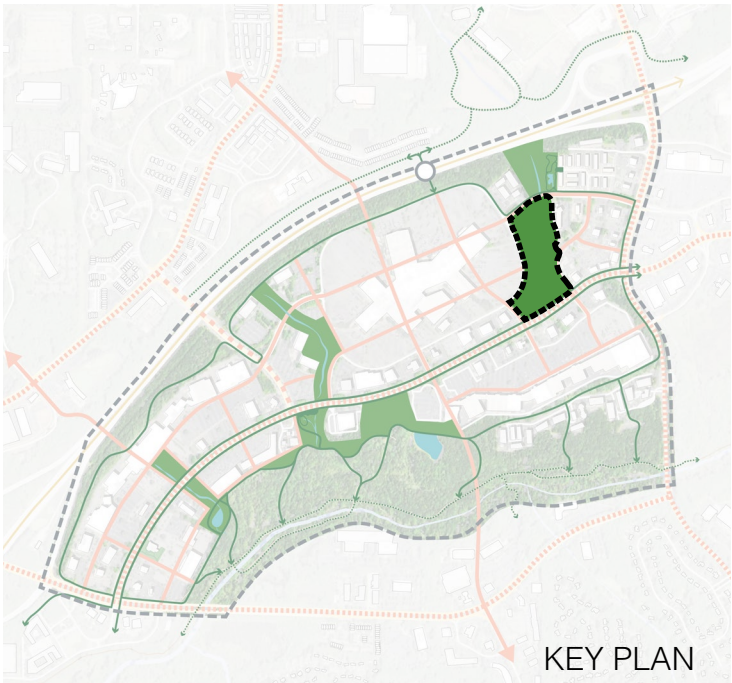
The tributary park transforms a piped stream into an open space asset. The daylit stream flows down the center of the park, collecting into a detention pond at the south end. The stream edges are designed with both hard and soft solutions; paved areas where pedestrians can access the water's edge and steeper vegetated slopes where visitors remain on an elevated overlook. An amphitheater provides seating and views to the waterfront, while connecting to the existing office buildings and amenity space. A bosque and social space is proposed at the northern end of the park, providing space for food trucks and vendors. From the southern end of the park, pedestrians can cross safely over North Point Parkway and connect to the proposed Encore Greenway Park and the Big Creek Greenway.



The Point Park

OPEN SPACE NETWORK

The Point Park, designed by Site Solutions, is a “17-acre recessed open space park and stormwater detention area. The park features a Canopy Walk that starts at street grade and traverses the recessed tree canopy, an Amphitheater, steel structured Overlook, a fishing Boardwalk, picnic pavilions, open space and trails. Careful attention has been paid to wetlands restoration, art integration, inclusivity, ADA issues, and programmable spaces that are flexible with community needs. A 600 linear foot pedestrian bridge spans the park, linking the new housing and commercial core with the development parcels on the park’s other side, plus transit stops on North Point Parkway and trails that link it to the Big Creek Greenway.”



The Point Park, Site Solutions

Trails

OPEN SPACE NETWORK

As an additional overlay to the street network, a system of new trails is proposed that circumscribe the district and connect with the planned Alpha Link to the north and the Big Creek Greenway to the south.

The trail system consists of the following:

- 1. GA 400 Trail
- 2. North Point Shared Use Path
- 3. Esplanade

A series of typical conditions have been identified along this trail system and they are explored in greater detail on the next slides.



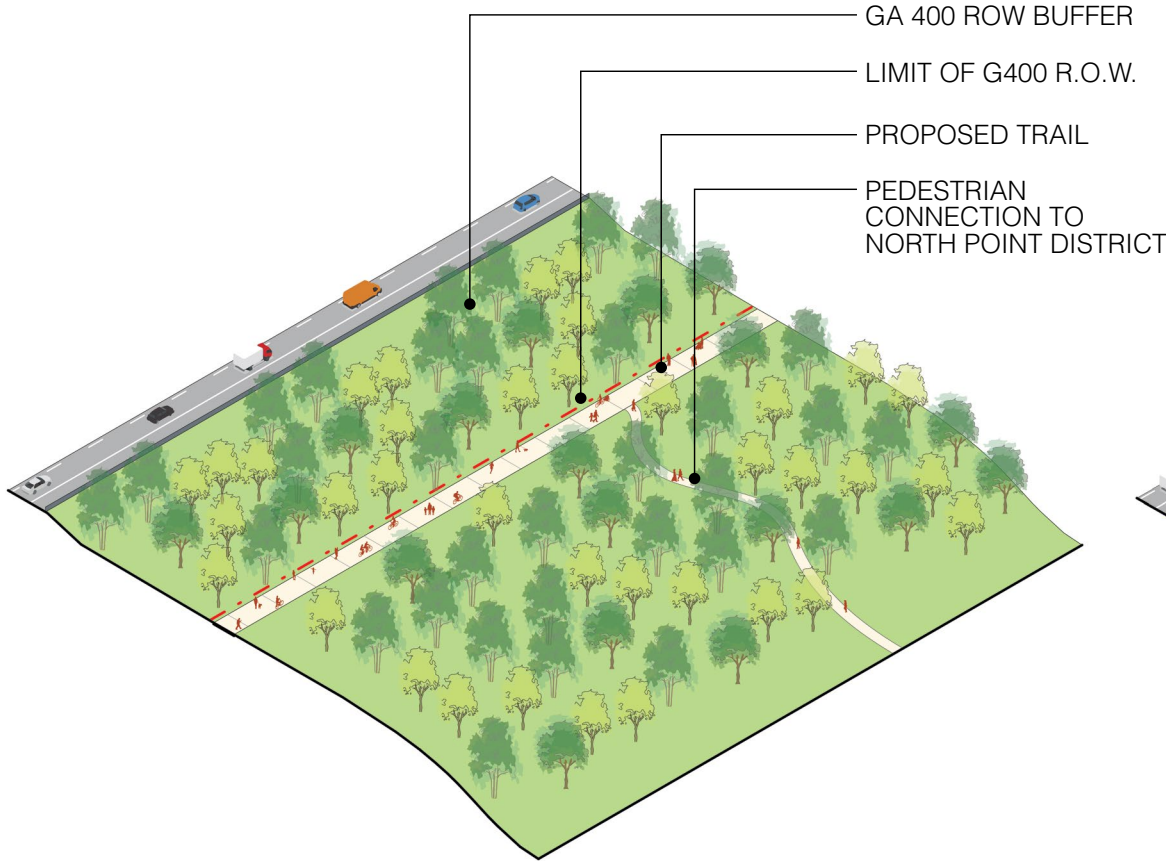
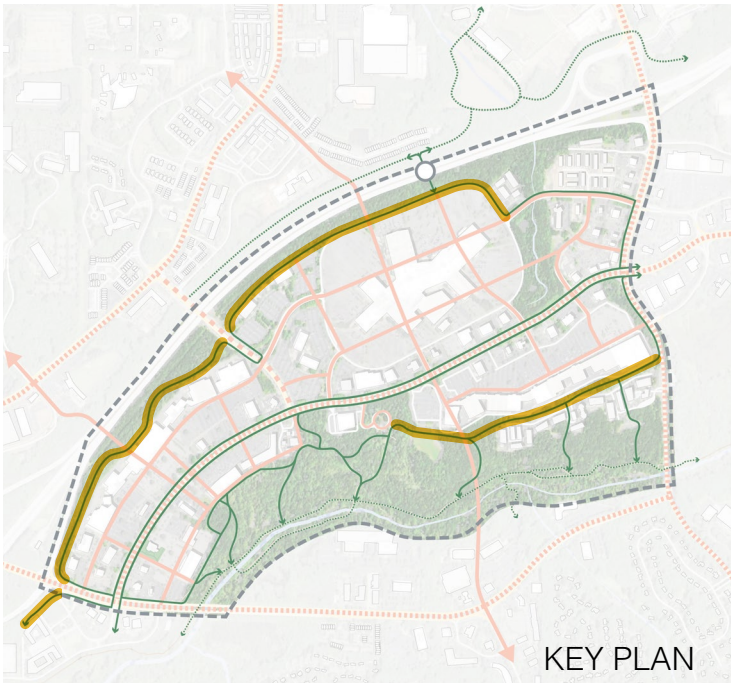
Trail Typologies

OPEN SPACE NETWORK

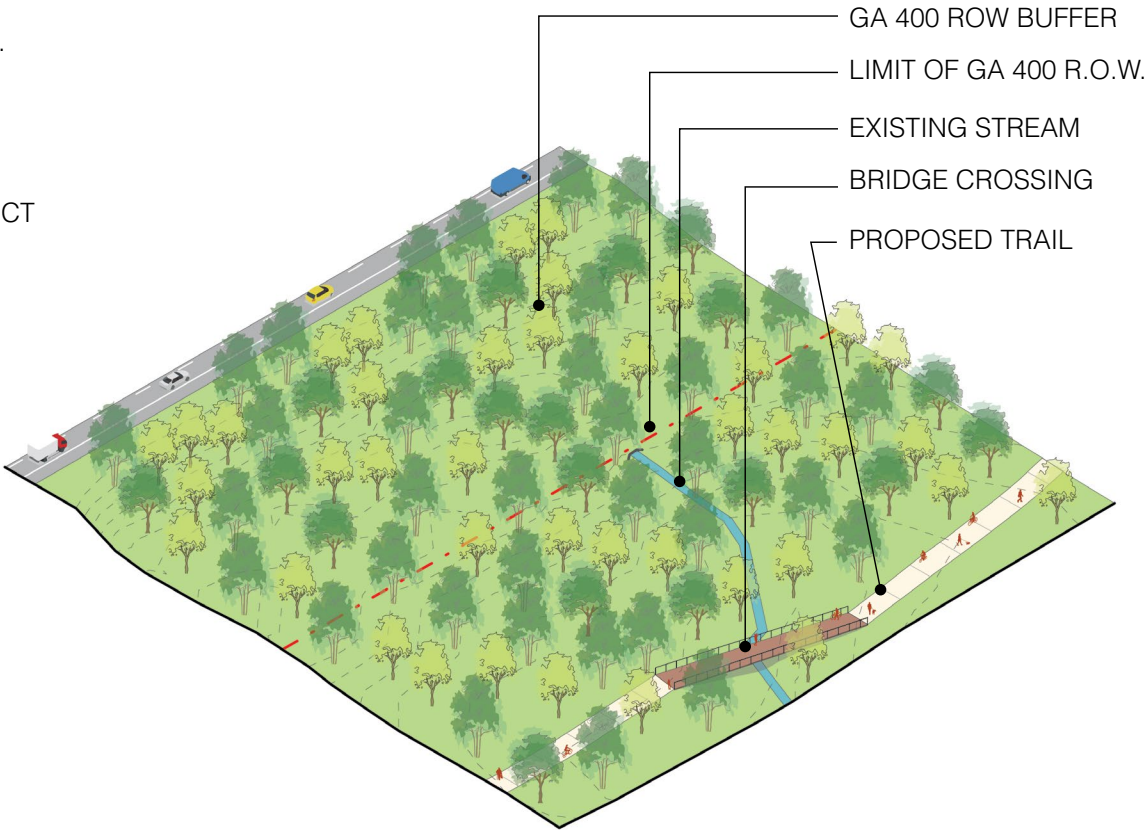
GA 400 Trail

Formalizing the existing mulch trail that runs between the district and GA 400 will provide a dedicated pedestrian and bicycle route the length of the district. This trail works in tandem with the parallel connections and establishes a new edge condition by which residential and retail development can back up to.

In most conditions, the trail will run along the existing highway buffer, outside the R.O.W. boundary. In some locations, perennial and intermittent streams cross the proposed trail route. Pedestrian bridges are proposed to create a continuous trail over the streams.



TYPICAL

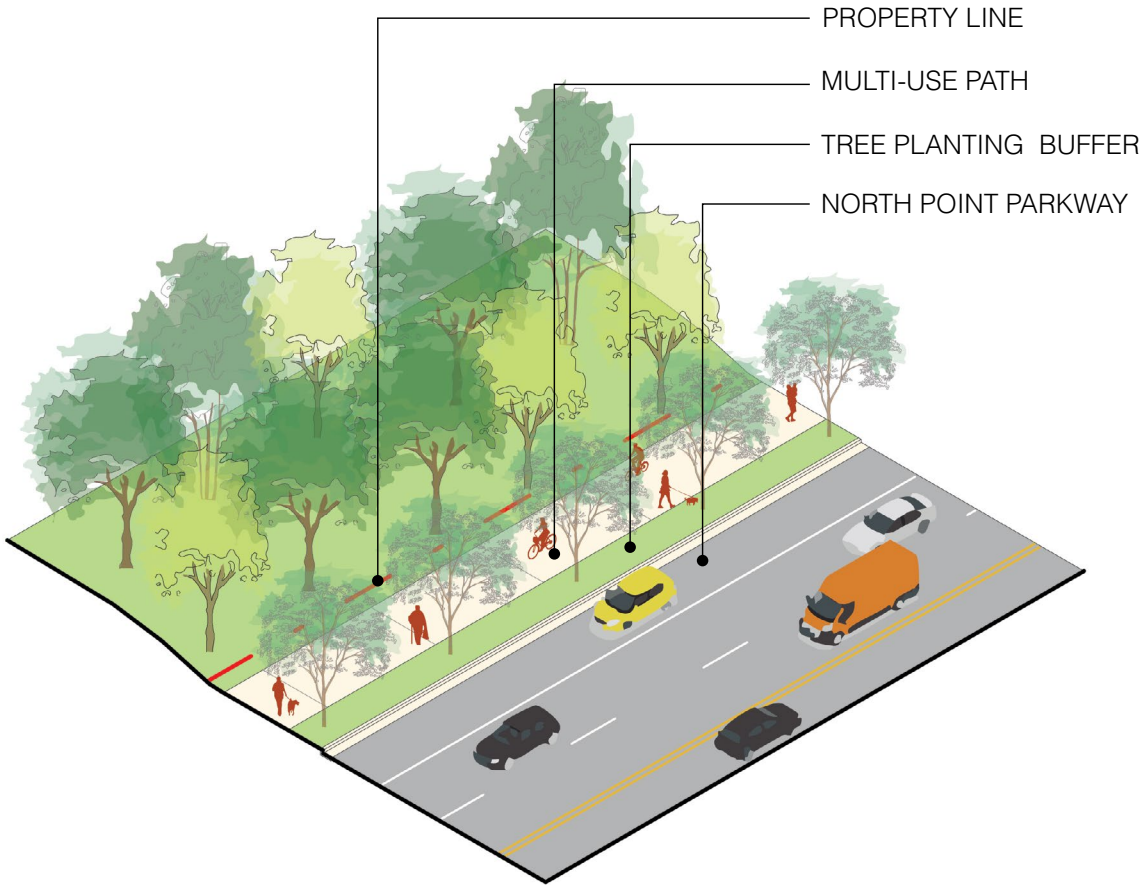


AT STREAM CROSSING

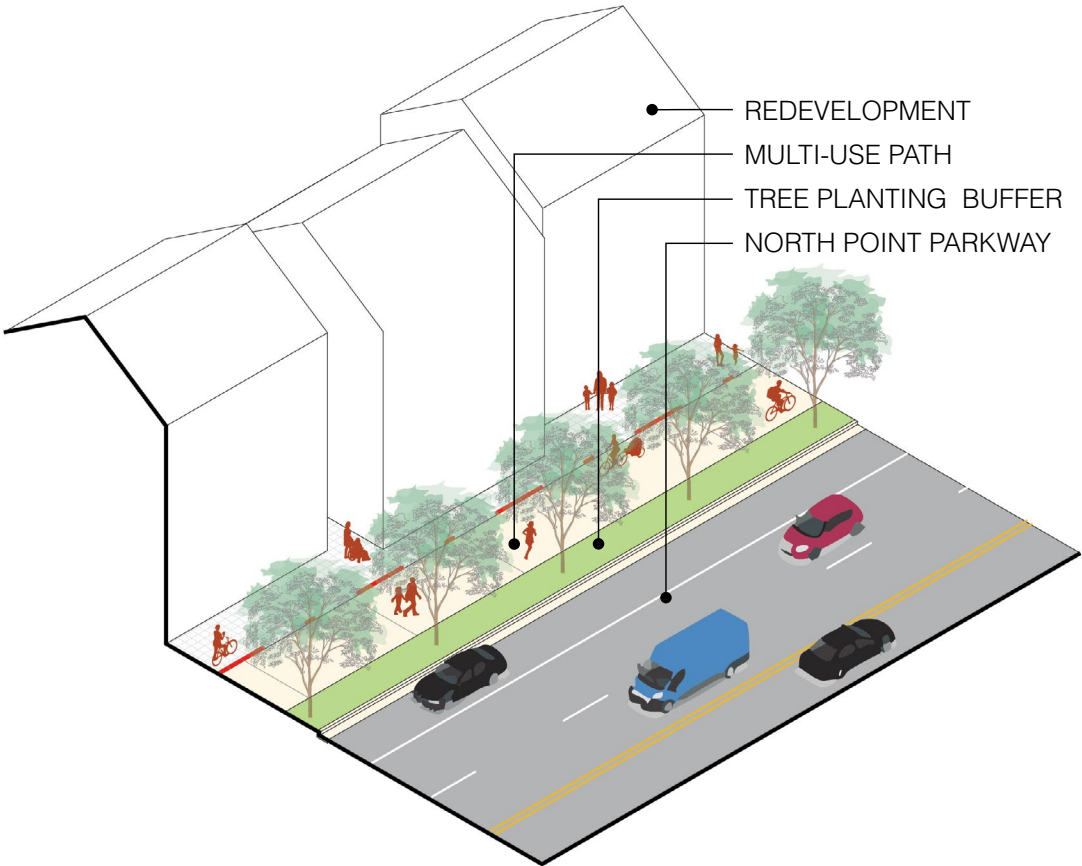
Trail Typologies

OPEN SPACE NETWORK

North Point Shared Use Path
Being developed under the North Point Parkway redesign, 12'-0" wide shared use paths will run the length of North Point Parkway on both sides of the street to provide a pedestrian/bicycle spine for the district. The path system will run adjacent to both natural areas and existing and proposed development.



AT NATURAL AREA

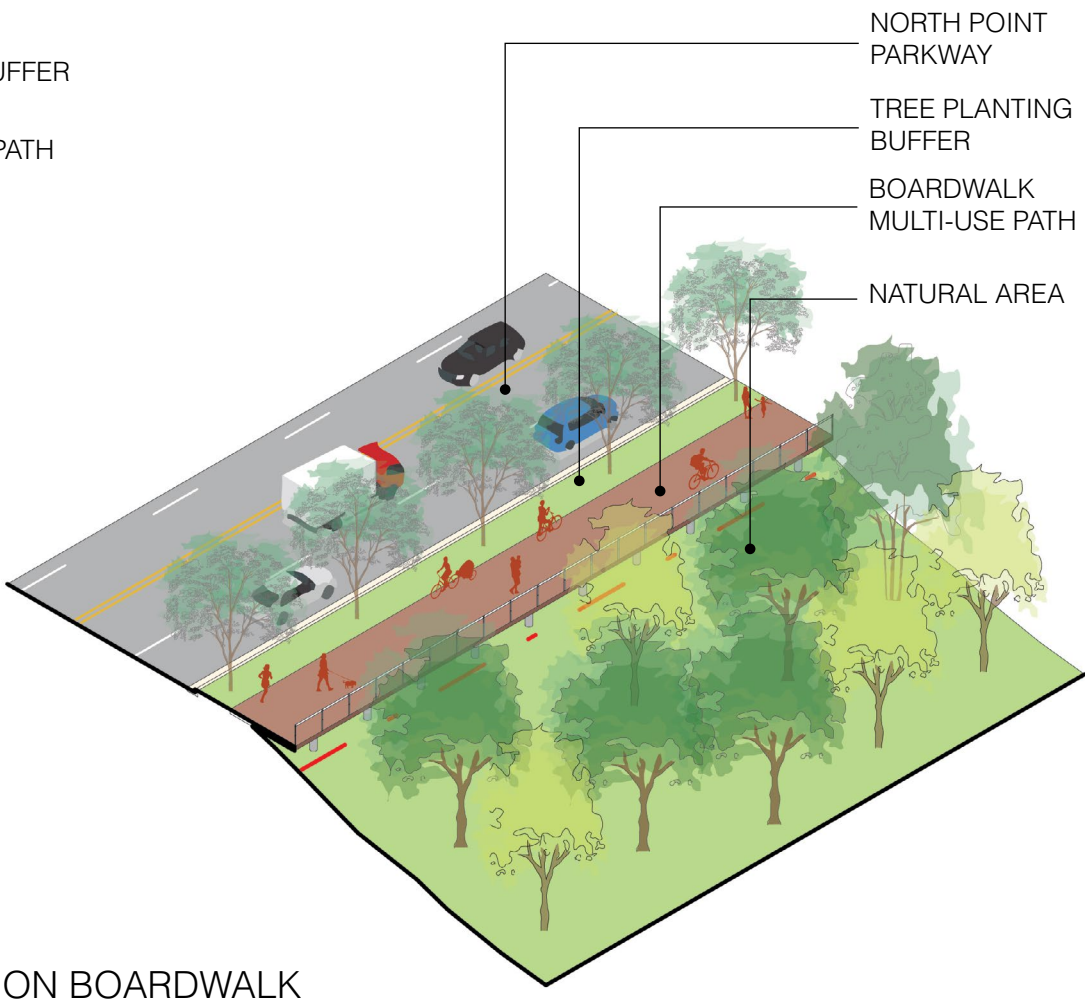
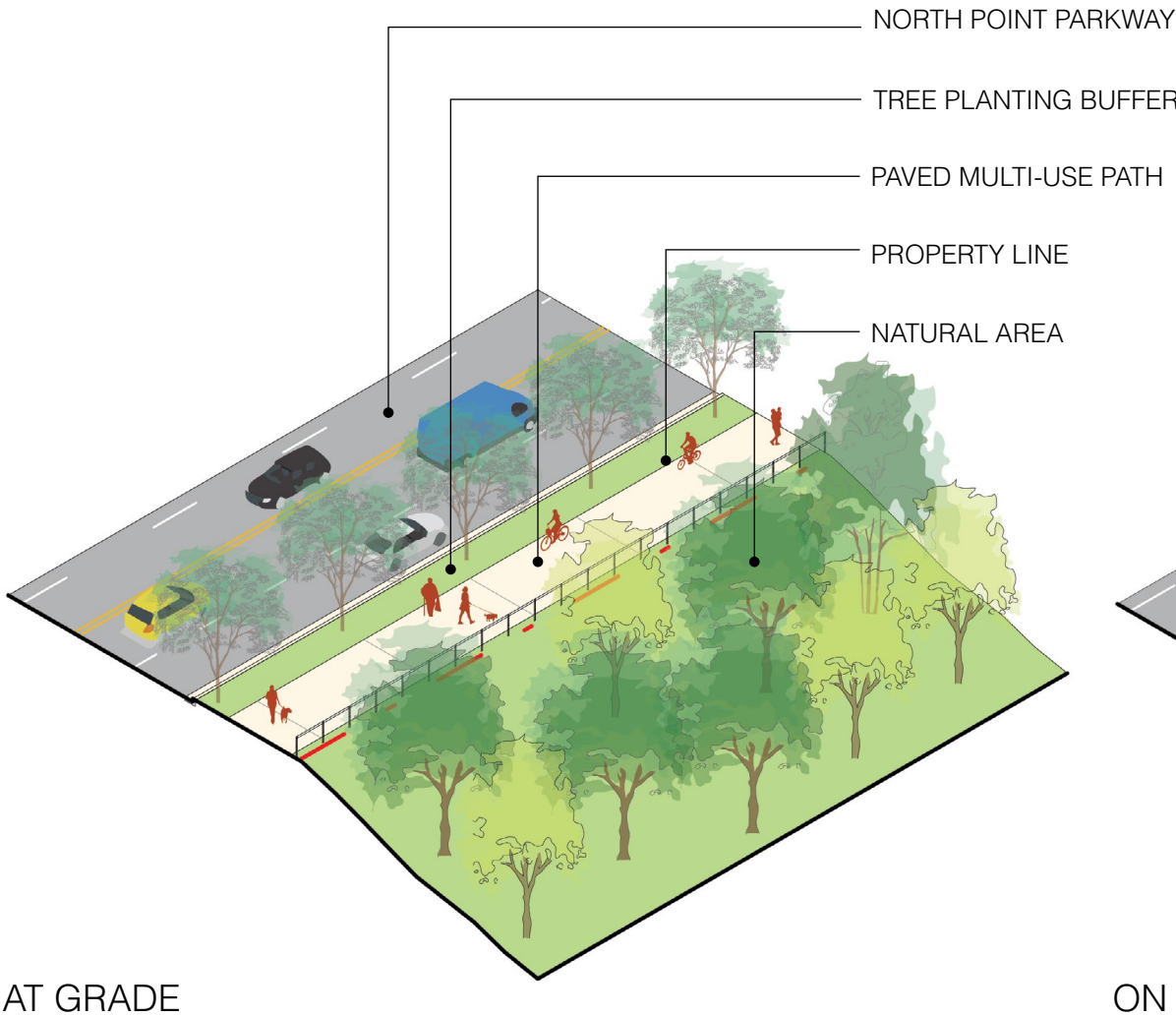


AT DEVELOPMENT EDGE

Trail Typologies

OPEN SPACE NETWORK

Esplanade
A continuous trail along the top of the Big Creek floodplain, the Esplanade provides interconnection between existing and proposed parks/open spaces, and an important connection from Big Creek Greenway to all portions of the district. The esplanade paths are multi-use, for both pedestrian and bicycle use. They provide views into the Big Creek natural area and encourage use of the greenway system.

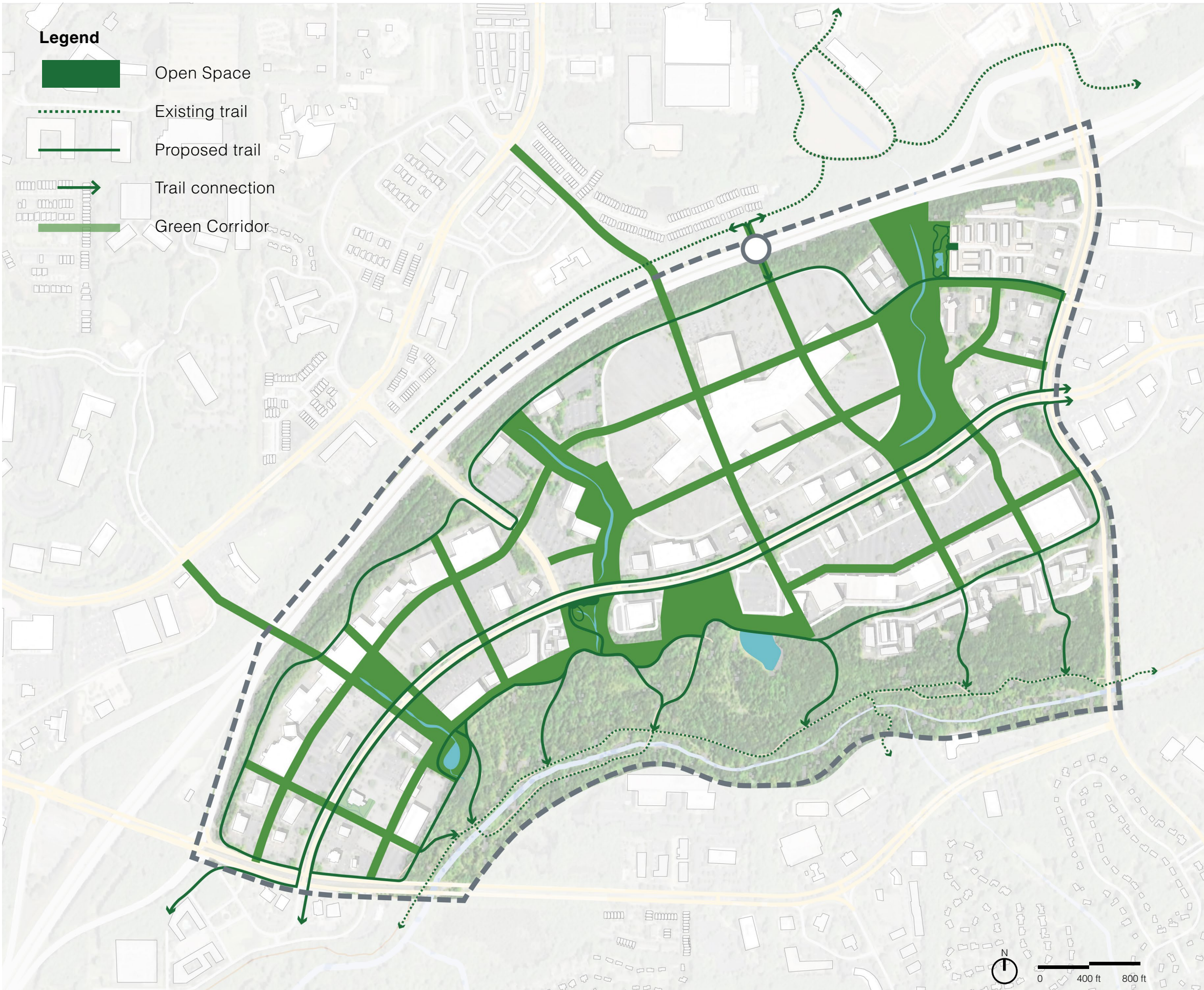


Green Grid

OPEN SPACE NETWORK

A series of green corridors overlay with new and existing streets, incorporating enhanced pedestrian and bicycle infrastructure, green infrastructure, and street trees.

Expanding these connections creates a network of open space amenities that can be accessed via multiple modes of travel. The open spaces anchor sub-districts, or neighborhoods, upon which redevelopment will be catalyzed. Each of the expanded open spaces includes a direct connection to Big Creek and the Greenway.



04

Redevelopment Scenarios

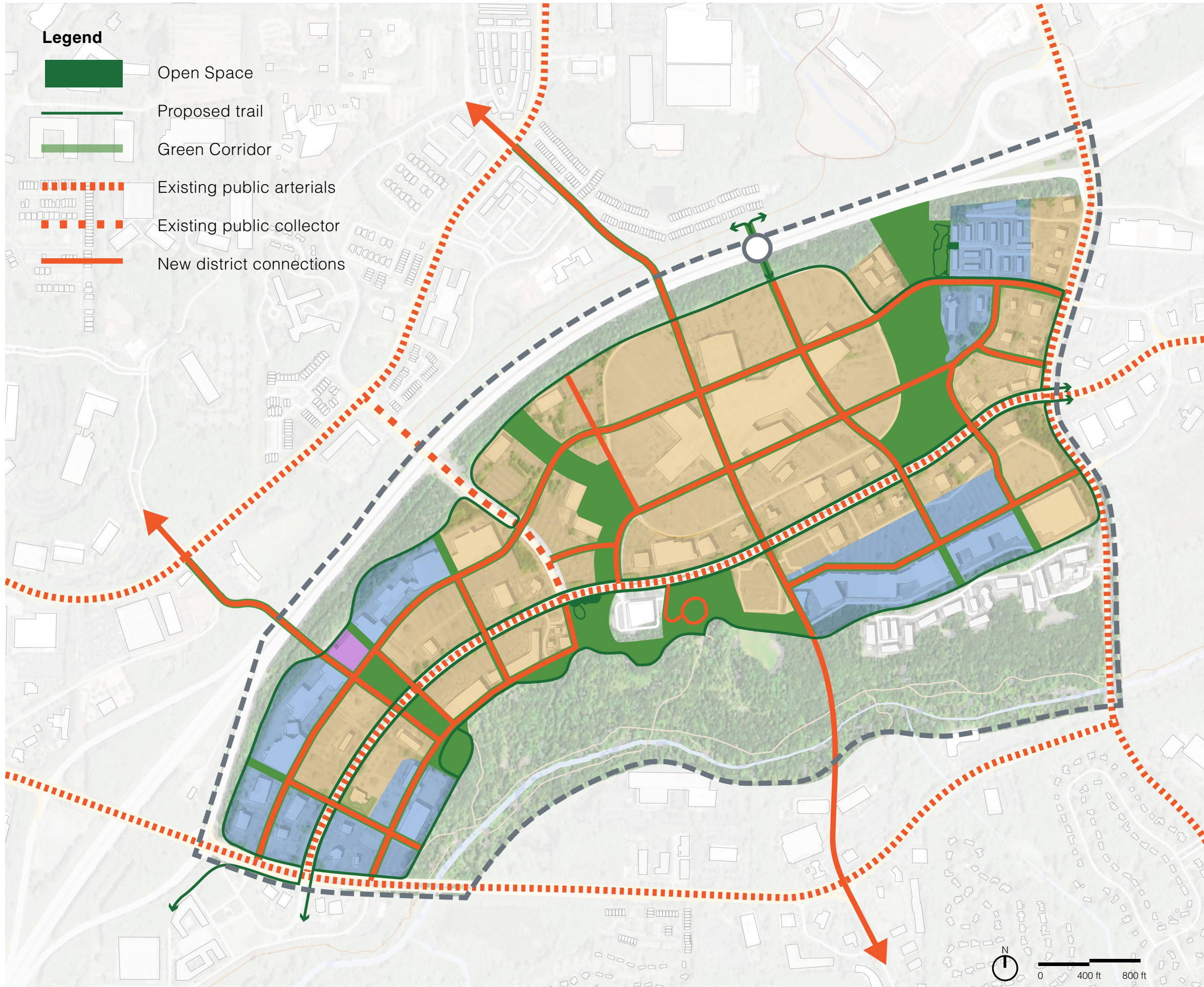
Character Areas

REDEVELOPMENT SCENARIOS

Two character areas were explored to test optimal building typologies and densities across the district. A prototypical block size was assigned to each character area. These block sizes were chosen based on site planning considerations and development feasibility. Each block type was used to explore a range of prototypical residential and commercial typologies, which informed two focus area studies explored later in the this framework plan.

In addition to the character areas, an opportunity for a Cultural/Institutional land use was identified.

- A** Mid-High Density Commercial/ Residential with catalyst open spaces
- B** Low-Mid Density Residential with Retail
- Cultural / Institutional
- Mall redevelopment by other - anchor campus

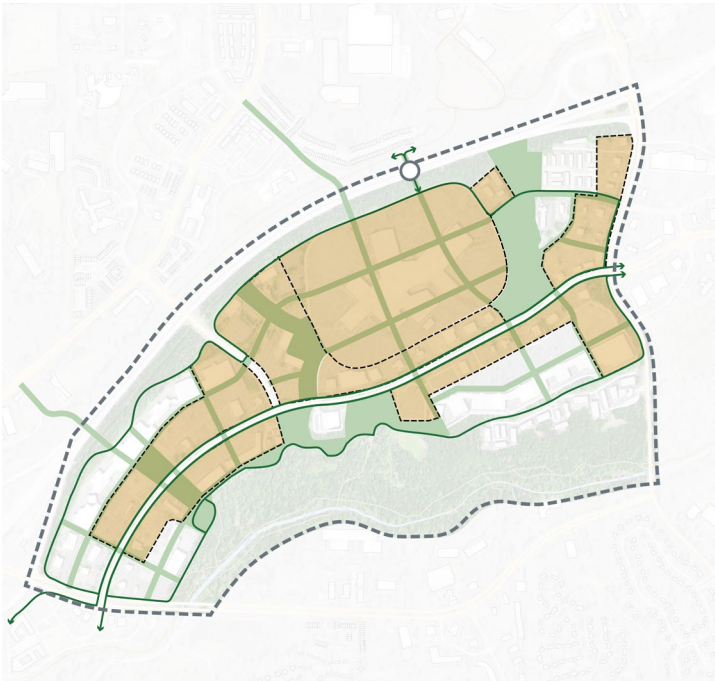


Character Area A: Block Configuration

REDEVELOPMET SCENARIOS

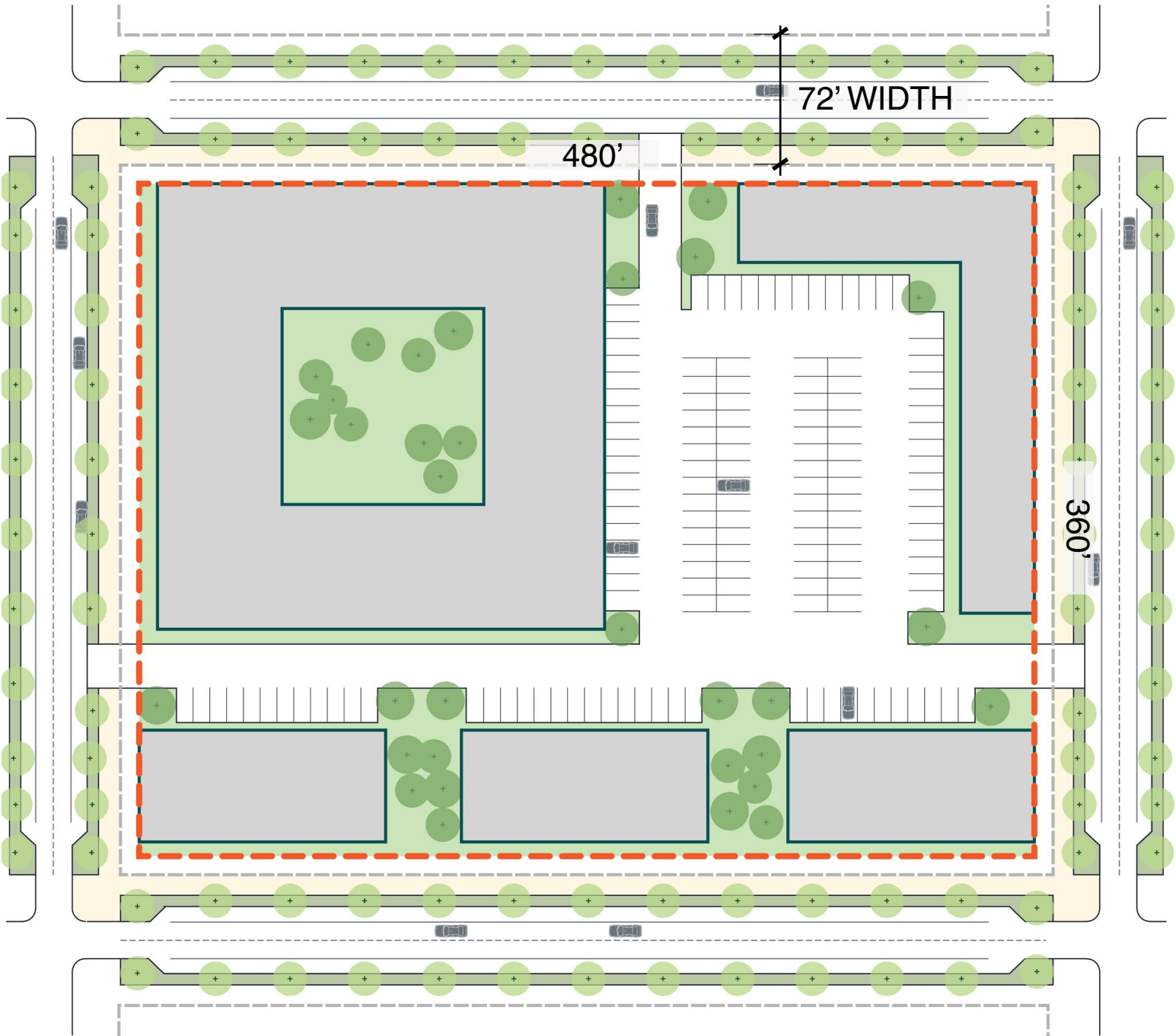
Block Type A

At 360' x 480', Block Type A is the larger of the two proposed block sizes. This Block Type accommodates a higher density of residential and commercial buildings. This block type can support a single large building or multiple smaller developments, divided by alleys or driveways. Its size also allows for more extensive parking options, such as parking podiums or wrap-around parking structures with efficient layouts.



KEY PLAN

BLOCK TYPE A | 480' X 360'



Character Area A: Typologies

REDEVELOPMENT SCENARIOS

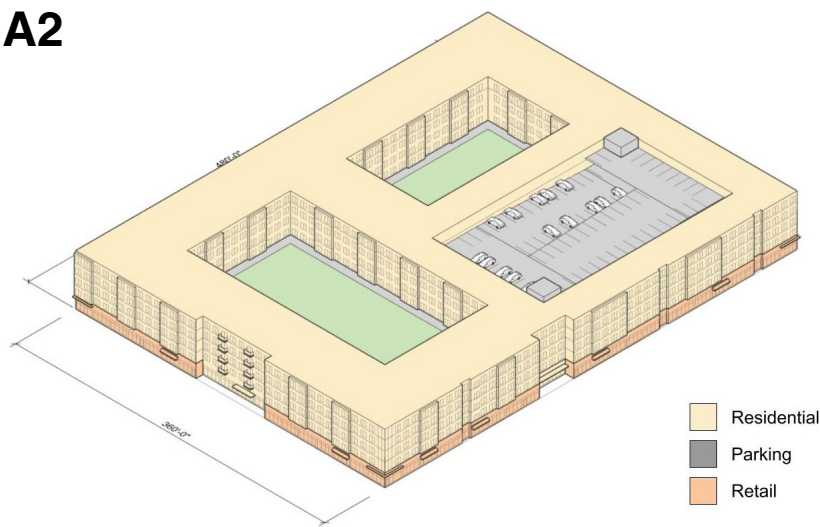
Block Type A can support various mixes of larger residential and commercial building typologies. Potential residential uses range from medium-scale residential buildings to larger wrap-around mixed-use buildings with upper-level residential units. The block size can also support larger office or lab buildings. Retail is integrated either at the ground level of mixed-use developments or as standalone street-facing buildings. Parking options tested include surface parking, parking podiums, wrap-around garages, and standalone parking structures.



- Building Typologies:
- 3 over 2 Mixed-Use Residential: 3 levels of residential with two-level podium with retail and parking
 - 3-story, 24-unit residential
 - Standalone retail center



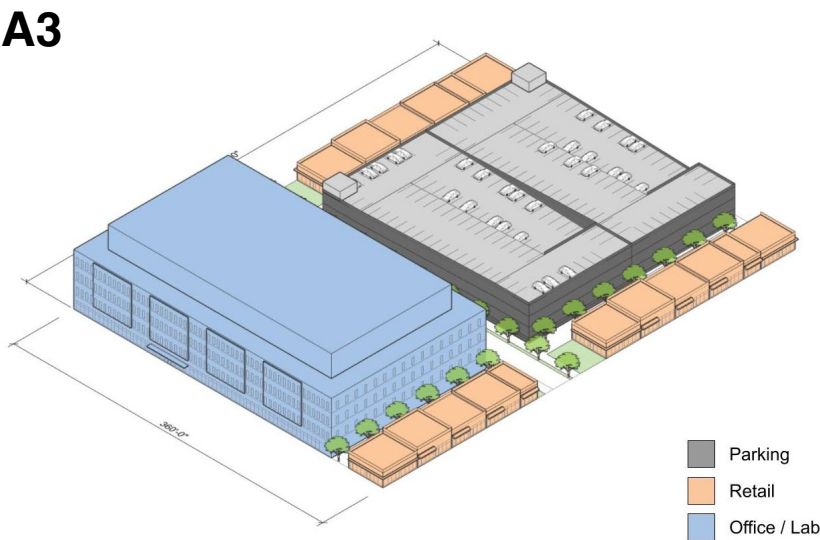
MEDIUM-SCALE MIXED-USE RESIDENTIAL DEVELOPEMENT PRECEDENT: ALPHARETTA LOFTS



- Building Typologies:
- Mixed-Use Residential with parking garage: 4 levels of residential, ground level retail and parking, and an additional 5-level parking garage.



WRAP-AROUND MIXED-USE RESIDENTIAL DEVELOPMENT PRECEDENT: VERANDA AVALON



- Building Typologies:
- 4-story office / laboratory
 - Standalone retail
 - Standalone 4-story parking garage



OFFICE/LABORATORY DEVELOPMENT PRECEDENT: DATA SCAN BUILDING, ALPHARETTA TOWN CENTER

Character Area B: Block Configurations

REDEVELOPMENT SCENARIOS

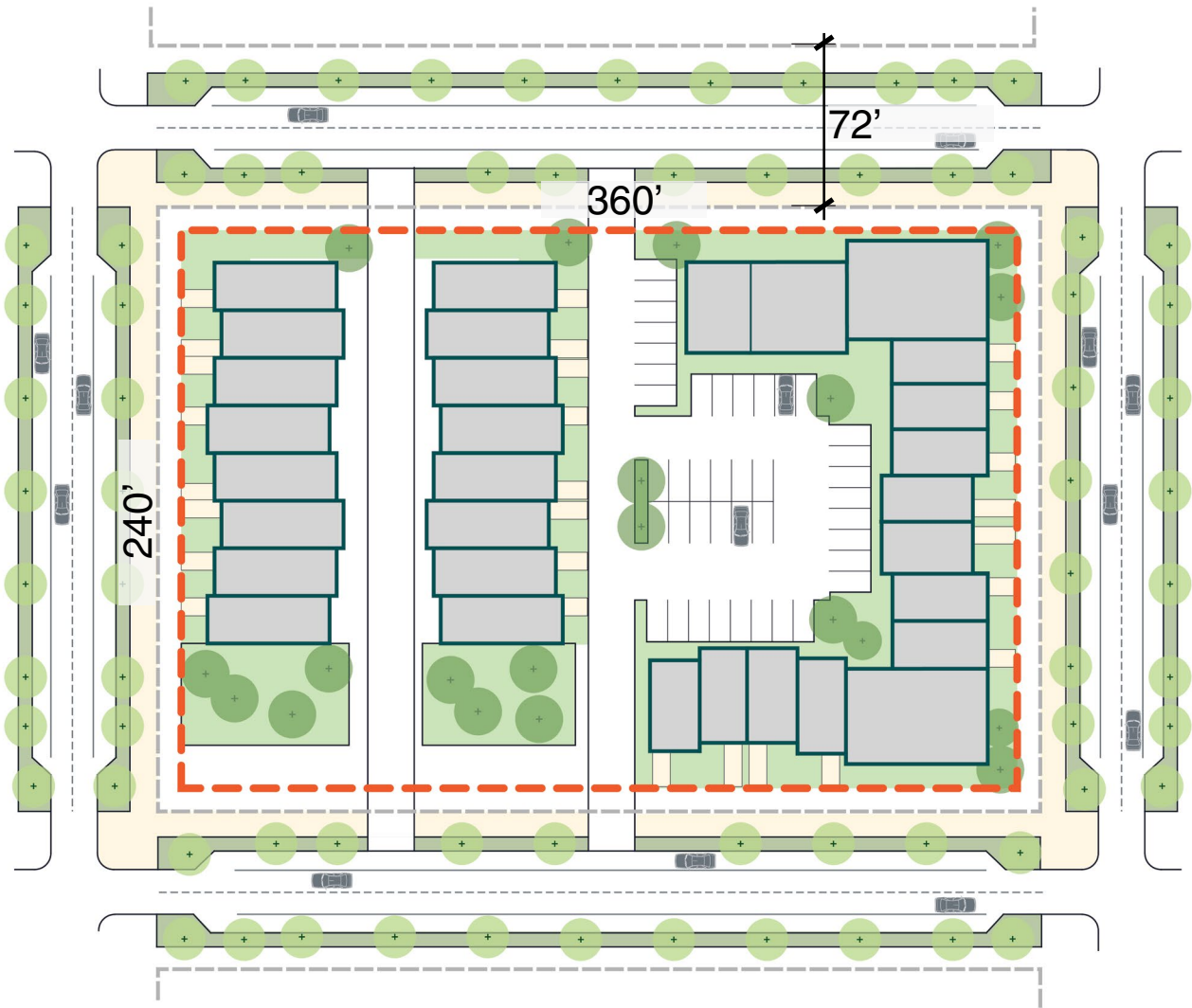
Block Type B

At 240' x 360', Block Type B is half the size of Block Type A and intended for a more intimate mix of smaller-scale uses. This Block Type can also be subdivided into clusters using alleys or driveways. Parking solutions for this scale typically include surface parking or smaller attached garages.



KEY PLAN

BLOCK TYPE B | 360' X 240'



Character Area B: Typologies

REDEVELOPMENT SCENARIOS

Block Type B is suitable for smaller-scale buildings and lower densities. Potential residential typologies include townhomes, walk-ups, and residential buildings. Retail uses can be incorporated within the ground-level spaces of walk-up buildings. Surface parking or smaller attached garages are the most viable parking configurations for these lower-density uses.



- Building Typologies:
- 3-story townhomes with attached garage



TOWNHOME DEVELOPMENT PRECEDENT:
ECCO PARK



- Building Typologies:
- 3-story townhomes with attached garage
 - 2-over-2 stacked townhomes / walk-ups
 - 2-over-1: 2 levels of residential over ground-level retail



2-OVER-2 STACKED TOWNHOME
DEVELOPMENT PRECEDENT: THE
HATHAWAY



- Building Typologies:
- 3-story, 24 unit residential
 - 2-over-2 stacked townhomes / walk-ups
 - 2-over-1: 2 levels of residential over ground-level retail



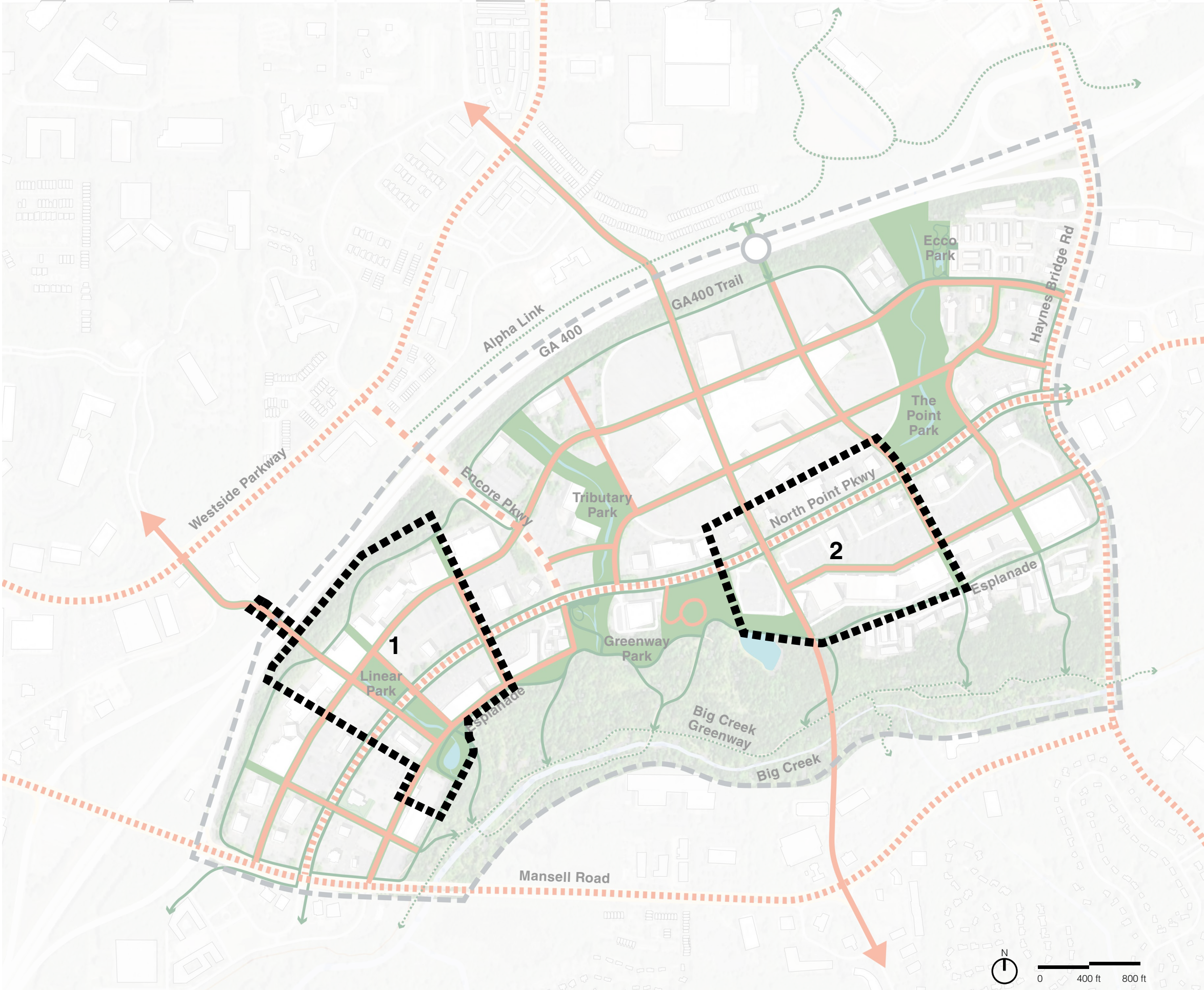
3-STORY CONDO DEVELOPMENT
PRECEDENT: 81 THOMPSON STREET

Focus Areas

REDEVELOPMENT TEST-FITS

Focus areas were identified to explore an incremental redevelopment approach for the District, demonstrating how the development typologies identified in the block-scale test-fits could contribute to the envisioned open space and street network connectivity. These studies focus on two existing strip shopping centers within the District, illustrating how redevelopment or infill developments could take place in phases while maintaining visibility, access, and parking for the remaining tenants.

- 1. Mansell Crossing
- 2. North Point Market Center



Mansell Crossing

REDEVELOPMENT TEST-FITS

The first study area encompasses a significant portion of Mansell Crossing, a strip shopping center that spans North Point Parkway, alongside several adjacent parcels including a hotel and North Point Village, a similar strip shopping center. This study area was selected to reconceptualize the area around the proposed Linear Park, spanning from the GA 400 trail on the north to the Big Creek Greenway on the south. The development test-fits explore how redevelopment might respond to the dynamic edge conditions of the Linear Park and reinforce the proposed cross-district connectivity concepts, while subsidizing future infrastructure improvements needed to realize the overall vision for the neighborhood.

The existing tenant spaces within Mansell Crossing are significantly set back from the North Point Parkway, separated by a large parking lot. With over six parking spaces provided per 1,000 sf of retail space, far exceeding the parking ratio required by zoning, there is an opportunity for both infill development on portions of the parking lot and broader redevelopment prospects.

EXISTING CONDITIONS



Mansell Crossing

REDEVELOPMENT TEST-FITS

The first phase of redevelopment focuses on the area near the northern half of Linear Park, a major open space amenity creating dynamic street edges to catalyze pedestrian-friendly developments. Redevelopment parcels are chosen to align with the open space and street connectivity network concepts while minimizing the impacts on remaining tenants from the perspectives of visibility and access.

A potential configuration features retail kiosks flanking Linear Park on the east and west sides, and a multi-story cultural anchor, such as a movie theater, capping the north side of the park. The parallel street a block north of North Point Parkway is lined with various retail typologies to extend the pedestrian shopping experience.

This retail hub is complemented by a mix of residential uses. Higher-density developments, such as 3-over-2 buildings, are envisioned on parcels abutting North Point Parkway and Linear Park, whereas smaller-scale townhomes and walk-ups are suitable further from North Point Parkway, along streets with less vehicular traffic.

Residential parking is integrated within the street blocks of the developments, either as surface parking lots or parking podiums. Retail visitor parking is centralized in a standalone parking structure located behind the cultural anchor.

Davis Drive, a key north-south roadway extension across GA 400, could be partially funded through these developments.

INCREMENTAL DEVELOPMENT PHASE 1

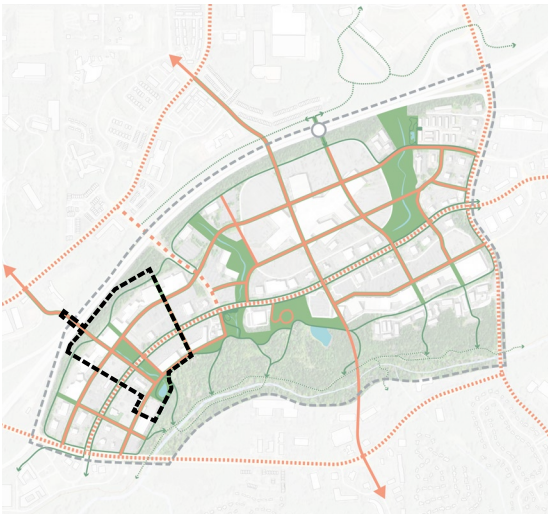


Mansell Crossing

REDEVELOPMENT TEST-FITS

The second phase of redevelopment completes the southern half of Linear Park, unlocking the development potential of the adjacent blocks on the east and west sides. Higher-density developments such as 3-over-2 and 4-over-2 buildings are suitable for these street blocks abutting North Point Parkway. The development scales and heights step down closer to the park, continuing the line of small retail kiosks along the park edges.

INCREMENTAL DEVELOPMENT PHASE 2



KEY PLAN



North Point Market Center

REDEVELOPMENT TEST-FITS

The second study area focuses on the western portion of North Point Market Center abutting Big Creek Greenway and the parcels across North Point Parkway from the strip shopping center. The test-fits similarly illustrate how phased redevelopment could integrate with the proposed open space concepts for Big Creek Greenway while shaping roadway connections through the North Point Mall site to the north and across Big Creek to the south.

Similar to Mansell Crossing, North Point Market Center is characterized by significant setbacks from the street. Tenant spaces are separated from North Point Parkway by a large parking lot, which provides over 6 spaces per 1,000 sf retail space. This presents opportunities for both infill development on portions of the parking lot and redevelopment.

EXISTING CONDITIONS



North Point Market Center

REDEVELOPMENT TEST-FITS

The first phase of incremental development focuses on redevelopment north of North Point Parkway and infill development within North Point Market Center.

The two parcels north of North Point Parkway provide high redevelopment potential, leveraging the improved streetscape of the Parkway as well as the catalytic anchor development planned within the North Point Mall site. These parcels can support developments of various scales depending on the sizes of the parcelized areas. A potential higher-density use is a wrap-around mixed-use development with residential units on the upper levels and a two-story podium, and a potential smaller-scale use is a standalone restaurant. These developments should be aligned to reinforce the Maxwell Road Extension concept to provide a key vehicular connection between North Point District and neighboring areas.

Within North Point Market Center, the first phase focuses on infill development that maintains access and visibility for existing tenants. Out parcels along North Point Parkway can support smaller-scale standalone retail shops and restaurants to reinforce the vision for a more walkable North Point Parkway and extend pedestrian-friendly frontages toward Big Creek Greenway.

INCREMENTAL DEVELOPMENT PHASE 1



North Point Market Center

REDEVELOPMENT TEST-FITS

The second phase of redevelopment completes the Maxwell Road Extension across Big Creek. This entails redeveloping the tenant spaces currently occupied by Dave and Buster's and Panera Bread, accommodating a denser mixed-use development with residential units on the upper levels, and parking and retail on the ground level.

The realignment of Maxwell Road provides opportunities for a more transformative open space amenity linking the new development with Big Creek Greenway. This quadrant of the study area can be further activated by adding rows of retail and restaurant uses to the street block facing the new open space.

INCREMENTAL DEVELOPMENT PHASE 2



Parking Requirements

REDEVELOPMENT SCENARIOS

To enhance walkability for the North Point District while maintaining market feasibility, the design team referenced parking ratios from Alpharetta’s Downtown Overlay District, the City’s densest walkable area. These ratios informed the parking assumptions for North Point used for focus area redevelopment scenarios:

Residential
1.5 parking spaces per unit

Commercial, including retail and restaurants
1 space per 500 sf of floor area

Office
3 spaces per 1,000 sf of floor area

Use	Parking Space Ratio
Residential Activities	
Dwelling, ‘For-Sale,’ Attached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Dwelling, ‘For-Sale,’ Detached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Dwelling, ‘For-Rent’	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Business Uses	
Bank, Savings & Loan, Mortgage Company	Min. 3 per 1,000 sf
Day Care Center	Min. 1 per 400 sf, plus stacking for 6 cars on the lot
Funeral Home (with no cemetery or mausoleum)	Min. 1 per 4 seats in chapel or parlor, plus sufficient space to park or store all company vehicles
Medical, dental and optical offices	Min. 3 per 1,000 sf
Professional and business offices not otherwise specifically enumerated	Min. 3 per 1,000 sf
Auto, truck and mobile home sales, outdoor equipment and machinery sales, commercial nurseries	Min. 3 per 1,000 sf of showroom, sales office or other conditioned space
Restaurant	Min. 1 per 500 sf
Retail businesses, not otherwise specifically enumerated	Min. 1 per 500 sf
Theaters, night clubs and other such places of public assembly	Min. 1 per 4 seats, plus 1 (employee space) per 10 seats
Service and repair establishments not otherwise specifically enumerated	Min. 3 per 1,000 sf, excluding storage
Service Station, Automotive	Min. 2 per fueling station, pus 1 per 250 sf of retail
Technology Centers/Data Processing Centers	Min. 1 per 500 sf of unmanned areas and min. 1 per 300 sf of manned areas

PARKING RATIOS FOR DOWNTOWN OVERLAY ZONE
(FROM THE ALPHARETTA UNIFIED DEVELOPMENT CODE)

05 Conclusion

Framework Plan

CONCLUSION

The North Point Development Framework Plan (pictured on the right) provides a long-term vision for the future of the North Point District.

A grid of proposed streets utilizing existing signalized intersections and parking lot access roads is overlaid across the district to create a series of “superblocks” that can be subdivided into walkable sub-districts as redevelopment occurs. Three of these connections extend beyond the district boundary to integrate with the regional transportation network, thereby increasing access into and out of the district.

A network of trails and parks are layered into the district. The trails leverage and expand upon the existing Big Creek Greenway to improve access to this important regional asset while interconnecting the district with an active transportation network. A series of dynamic park spaces anchor each of the sub-districts, revealing and repairing the pre-development character of the hydrologic systems and acting as catalysts for mixed-use development.

The remaining “white space” is left to the imagination of the private landowners and development community. To aid landowners and developers as they embark on redevelopment, this study offers a series of development typologies ranging from low-mid density residential to mid-density mixed-use and office. A series of phased test fits are included to show how each of the component parts might be integrated to redefine North Point as a green, walkable, mixed-use district that sets a new standard for converting vehicular landscapes to fine-grained urban realms.





STAFF REPORT

Department: Information Technology
Submitted By: Adam Montgomery
Meeting Date: March 24, 2025

AGENDA ITEM:

Purchase Approval for Managed Security Agreement

Consideration of approval of a managed security agreement as discussed in the Executive Session on March 24, 2025.

STAFF RECOMMENDATION:

Approve the managed security agreement with Arctic Wolf and the purchase with Verinext in the amount of \$88,917.43 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$88,917.43

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$88,917.43

ITEM DESCRIPTION:

As discussed in the Executive Session at the March 24, 2025, City Council meeting, this approval is for a one-year managed security service with Arctic Wolf, through its reseller, Verinext. Three options were obtained, with the lowest option being the recommended quote. Arctic Wolf has stated in writing that Verinext will get the best pricing of Arctic Wolf.

Pursuant to Georgia codes 50-18-72 and 50-14-3, some of this purchase's cybersecurity details do not require public release or discussion.

ALTERNATIVES:

The other alternatives were discussed in the Executive Session on March 24, 2025.

ATTACHMENTS:

1. City of Alpharetta_SA - Arctic Wolf - 03.12.25

Arctic Wolf Solutions Agreement – Frequently Asked Questions

Thank you for reviewing the Arctic Wolf Solutions Agreement. We appreciate your interest in becoming a customer of Arctic Wolf. We hope the below information will help you better understand how Arctic Wolf's security solutions (the "Solution" or "Solutions") contracting model works.

Please note that this information is not considered part of the contract at any time. This is provided for information purposes only.

Who is Arctic Wolf?

- Arctic Wolf is a cybersecurity company that provides security operations Solutions, including managed detection and response, managed risk, and managed security awareness to mitigate our customers' exposure to cyber threats.
- We offer standard, highly configurable, Solutions to our customers which allows us to leverage the power of scale across our customer base to deliver cost effective and operationally efficient Solutions.
- Arctic Wolf's customers may subscribe to and license for the purchased Subscription Term the right to receive and use, in whole or in part, the various Solutions offered by Arctic Wolf. All customers subscribing to a particular Solution are on the same release using the same operational infrastructure and the same security and support operations for such Solution.

Who is the Authorized Partner?

Arctic Wolf leverages its channel partner relationships (its "Authorized Partners") to resell our Solutions to our customers. The Authorized Partner may be selected by you or introduced to you by Arctic Wolf.

The Authorized Partners act as the financial arm in our transactions with you. You contract directly with the Authorized Partner related to purchase and payment of your subscription to our Solutions. The Authorized Partners are not involved in the delivery of our Solutions and, therefore, are not contemplated in the obligations and liabilities within the Solutions Agreement related to the delivery of our Solutions to you. You and the Authorized Partner will have separate contractual terms in place to address the financial aspects of the subscription transaction.

What data do you provide to Arctic Wolf?

Arctic Wolf monitors systems telemetry data received from our customers via the sensors, scanners and agents our customers install within their environment. The systems telemetry data allows us to identify potential security threats that may impact your environment. Systems telemetry data may include names, email addresses, phone numbers, usernames, passwords IP Address, geolocation data, deviceID, and other system log metadata. Arctic Wolf should not receive other more sensitive information, including the content of your business files, your customer's business information, social security numbers, financial information, etc. We trust that our customers have appropriate system and operational controls in place to prevent disclosure of such information to us.

Why does Arctic Wolf reserve the right to change certain terms within the Solutions Agreement?

Like other subscription-based solutions providers, customer-generic terms that apply across our customer base are set forth as url links within the overarching Solutions Agreement. This allows Arctic Wolf to maintain consistency in the Solutions across its customers. To address any customer concerns related to this model, Arctic Wolf: (i) provides that the url terms are last in line from an order of precedence; (ii) agrees that we will not materially decrease the features and functionalities during any customer then-current Subscription Term; (iii) provides notice of the change; and (iv) allows customers to object to any specific modification for the remaining period of their then-current Subscription Term.

Does Arctic Wolf offer service levels?

Arctic Wolf provides for response time service levels. These service levels can be found in the Managed Detection and Response Solutions Terms located at <https://arcticwolf.com/terms/>. These terms are password protected. Please contact your sales representative for the password.

Does Arctic Wolf offer termination for convenience?

As a subscription Solution, Arctic Wolf does not allow for termination for convenience. Arctic Wolf relies on committed subscription terms, in part, to manage our dedicated CST resource model.

We have special data security requirements. Can we include our security and privacy requirements in the Solutions Agreement?

We are unable to include customer specific data security requirements in our Solutions Agreement. We offer a consistent Solution across our customer base. Arctic Wolf maintains the same IT security controls and processes for all customers. These controls and processes are reflected in our SOC2 Type II Report and its ISO 27001 certification.

Where is the Statement of Work for the services described in the Solutions Agreement?

Arctic Wolf's provides a subscription Solution that, depending on the Solution, is comprised of hardware, software and services. All designated components of the Solution are required to use and receive the Solutions. While services are an important part of the Solution, we do not define the services component of the Solutions as separate "professional services". Unlike a traditional professional service offering, the services do not include deliverables and are not subject to acceptance.

Can we make changes to the Beta Terms?

Because participation in the beta programs is completely voluntary and there is no cost for participation, we do not agree to modifications to the beta terms.

We are a Covered Entity under HIPAA. Can we use our Business Associate Agreement?

Arctic Wolf should not receive PHI during the delivery of the Solutions to you, nor does Arctic Wolf process PHI on your behalf. Accordingly, Arctic Wolf is not a business associate under HIPAA. Arctic Wolf appreciates that certain customers may take a conservative approach and require a business associate agreement (BAA) to cover the exchange of any inadvertently disclosed PHI provided during our relationship. Given this, Arctic Wolf is amenable to execution of its template BAA in which each party's liabilities and requirements are strictly construed to HIPAA requirements and incorporates such terms by url reference in the Solutions Agreement.

(For information purposes only, this FAQ does not form part of any contract)

SOLUTIONS AGREEMENT (via Authorized Partner)

This Solutions Agreement (the “**Agreement**”) is a legal agreement entered into by and between the Customer identified in the signature block below (“**Customer**”) and Arctic Wolf Networks, Inc. (“**Arctic Wolf**”) and governs any order forms, quotes, or other similarly intended ordering document (however named) executed or accepted by Customer (“**Order Form**”) that reference this Agreement or pertains to purchases of an Arctic Wolf subscription. The Order Form will be issued to Customer by an Arctic Wolf authorized partner (“**Authorized Partner**”). This Agreement is effective on the date last executed in the signature block below (the “**Effective Date**”). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner, and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in a URL referenced herein pertaining to the Privacy Notice, Solutions Terms, and Acceptable Use Policy (such URL terms, the “**URL Terms**”), the documents will control in the following order: this Agreement, the Order Form, and the URL Terms. For the avoidance of doubt, any other terms referenced by URL herein (but excluding the URL Terms) shall solely govern the products and services described therein.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

- 1.1 Solutions.** Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services either separately or as part of a Security Operations Bundle as described at <https://arcticwolf.com/terms/bundles-tiers/> (each a “**Solution**” or collectively, “**Solutions**”) as specified in the applicable Order Form. For purposes of this Agreement, “**Affiliate**” means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with a party.

A Solution will be comprised of the components (“**Components**”) more fully-described within the Solutions Terms located at <https://arcticwolf.com/terms/> (“**Solutions Terms**”) as may be updated from time-to-time by Arctic Wolf in its sole discretion as needed to accommodate development, implementation, and deployment of new features and functionality and Customer’s use and licensing thereof. Notice of any changes will be provided in accordance with Section 13 herein. In no event will any changes materially decrease the Solution features and functionalities that Customer has purchased or subscribed to during the then-current Term.

- 1.2 License Grant.** The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a “**Subscription Term**”) for the one-time costs and subscription fees set forth therein (the “**Fees**”). Provided Customer is compliant with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term to install, use, and access the Solutions and the applicable Components thereof and any Documentation associated therewith, in accordance with the Solutions Terms. Customer’s license and rights to install, access, and use the Solutions and any Documentation associated therewith, is solely for Customer’s and its Affiliates’ internal business purposes and subject to the additional use restrictions set forth herein and the maximum license numbers, including by server, user, or such other licensing metric designated in the applicable Order Form. “**Documentation**” means user manuals, training materials, product descriptions and specifications, and other printed information relating to the applicable Solution, as in effect and made generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials, and proposals in whatever form.

- 1.3 Future Functionality.** Subject to the warranties set forth in Section 10, Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

- 1.4** Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement, except in the event specifically and expressly stated within this Agreement related to pricing, payment, or such other similar financial terms, or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf’s behalf and any proposals, marketing collateral, or other similar Solution descriptions shall not apply.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf’s customers (“Beta Solutions”). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. To the full extent permitted by applicable laws, including any foreign consumer protection laws, Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively “AS IS” with no express or implied warranty or terms and conditions, of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE “CONSUMER PROTECTION LAWS”), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 **LIMITED LIABILITY.** TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED \$50 USD. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

1.6 **IR JumpStart Retainer.** In the event Customer's Order Form includes the license of IR JumpStart Retainer, Customer agrees that the IR JumpStart Retainer Agreement located at <https://arcticwolf.com/terms/> shall apply. If Customer is a managed service provider plus Authorized Partner ("MSPP"), MSPP, as Customer, understands that the IR JumpStart Retainer Agreement is an agreement between Arctic Wolf and MSPP's end user and MSPP is reselling IR JumpStart Retainer to its end user. If Customer is a managed service provider ("MSP") Authorized Partner and has licensed IR Jumpstart Retainer for use with an end user, MSP is Arctic Wolf's Customer in accordance with the terms of the IR JumpStart Retainer Agreement for Managed Service Providers located at <https://arcticwolf.com/terms/>.

1.7 **Security Operations Warranty.** If Customer's Order Form includes the Arctic Wolf Security Warranty (the "**Service Warranty**"), upon finalization of the Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party warranty provider. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY, RECEIVE AN ENROLLMENT CONFIRMATION EMAIL, AND AGREE TO THE SUBSCRIBER TERMS LOCATED AT <https://arcticwolf.com/terms/subscriber-terms/> (the "**Subscriber Terms**") TO RECEIVE THE SERVICE WARRANTY BENEFIT. Execution or acceptance of the Order Form or this Agreement DOES NOT constitute enrollment in the Service Warranty. Indemnification amounts will be included on the enrollment and are subject to change in accordance with the Subscriber Terms in the event of any change in product subscriptions during the Subscription Term (or any Committed Term, as defined on the Order Form) and re-enrollment in the Service Warranty following the change may be required as more fully set forth in the Subscriber Terms. If the qualifying Order Form is renewed, Customer's initial enrollment in the Service Warranty will continue provided the qualifying indemnification level remains the same.

1.8 **Cyber Resilience Assessment ("CRA").** Customer's use and license of CRA are governed by the terms set forth in the Cyber JumpStart Subscription Agreement located at <https://arcticwolf.com/terms/cyber-jumpstart-portal-subscription-agreement/>.

2. **Equipment.** If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) identified by the parties and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment may be included as part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the locations determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer understands it must promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other ancillary costs, damages, fees, and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and, unless otherwise agreed, for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. **Professional Services.** In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. **Reservation of Rights and Ownership.** Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("**Arctic Wolf Technology**"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.4 below) which shall be retained by its third party licensor(s), Threat Intelligence Data (as defined in Section 7.3), and any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights related to the foregoing; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solutions, excluding any Professional Services, are licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein); and (e) Customer has no right to obtain source code related to Software included in any Solutions offered as an on-line, hosted solution.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 **Restrictions.** Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology except as otherwise expressly permitted under applicable U.S. and international copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties (to the extent that such actions cannot be prohibited because they are necessary to decompile the Solutions to obtain the information necessary to create an independent program that can be operated with the Solutions or with another program ("**Permitted Objective**"), they are only permitted provided that the information obtained by Customer during such activities: is not disclosed or communicated without Arctic Wolf's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; is not used to create any software that is substantially similar in its expression to the Solutions; is kept secure; and is used only for the Permitted Objective); (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except as otherwise expressly permitted under the Copyright Laws which may not be excluded by agreement between

the parties; (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) use the Solutions in connection with a service bureau offering or as a service provider whereby Customer operates or uses the Solutions deployed within its environments for the benefit of any unrelated third party (excluding use with Customer's Affiliates, but including any end user or customer of Customer or Customer Affiliates); (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy>, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention of the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions, without liability except as otherwise provided by applicable laws including Consumer Protection Laws, until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as identified on an Order Form in accordance with the terms of this Agreement and as further described in the Solutions Terms. Any Software included within the Solutions shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. Customer Responsibilities. Customer is responsible for identifying the administrative users for its account which may include Customer's and its Affiliates' authorized (email authorization sufficient) third party service providers and agents ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for registering and updating its Administrators, or notifying Arctic Wolf, as applicable, about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that (i) Administrators will be able to view all Solutions Data (as defined in Section 7.2) and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts, and (ii) Administrators may communicate with Arctic Wolf using chat features within the Solution dashboards and such communications may be monitored and recorded by Arctic Wolf and the third party tool provider for purposes of customer service, quality assurance, and other business purposes set forth in the Privacy Notice located at <https://arcticwolf.com/terms/privacy-notice-for-customers/> as may be updated from time to time by Arctic Wolf in accordance with Section 13 ("**Privacy Notice**") and Customer consents to such activity. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer is responsible for implementing appropriate internal procedures and oversight to the extent it utilizes the configuration of workflows and processes, including but not limited to containment actions, and similar functionalities in conjunction with the Services. Arctic Wolf may recommend Customer, depending on the scope of the deployment, implement software and services to enable features of the Solutions or to permit increased visibility into Customer's environment. Customer is responsible for making such determinations in its discretion and Arctic Wolf has no liability for Customer's decisions related thereto. Customer acknowledges that any changes Customer makes to its code, infrastructure, or configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly or could prevent Arctic Wolf from delivering the Solutions and Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or international laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**") or UK Bribery Act 2010. Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given, or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, the United Kingdom, Customer's

jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, the United Kingdom, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List, or the UK Consolidated List of Financial Sanctions Targets (collectively, the "**Restricted Persons Lists**"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls; or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

5.6 Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees this Agreement is the sole set of terms governing the delivery of the Solutions to Customer and for the avoidance of doubt, any terms related to the acceptance of any services or work product shall not apply. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or any other similar agreement Customer is using to purchase the Solutions (as defined above) from an Authorized Partner do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, that Solutions Data may be accessed and processed by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and resources and Arctic Wolf's authorized third-party service providers in the United States, Europe, Canada, Australia, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during the Subscription Term, Arctic Wolf will maintain security controls and processes no less restrictive than those set forth in its SOC 2 Type II report and ISO 27001 certification. Customer is responsible for determining if Arctic Wolf's controls and processes comply with Customer's data handling and security policies.

Customer represents that in purchasing the Solutions, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase the Solutions. If Customer does intend to rely on Arctic Wolf Solutions to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the Solutions, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Arctic Wolf Technology is a "commercial item", "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government are governed solely by this Agreement and are prohibited except to the extent expressly permitted by this Agreement.

Customer represents it has the requisite authority to enter into and perform its obligations under this Agreement.

6. Fees, Payment, Taxes, and Audit. Pricing for the Solutions will be specified on an Order Form.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form and/or invoice containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term. If, in limited circumstances, Arctic Wolf invoices Customer directly for any fees, including but not limited to renewal subscription fees, incidental charges, such as international shipping costs, the following terms will apply:

All fees are payable in the currency set forth in the Order Form (or applicable invoice) and are non-cancelable and non-refundable EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, ARCTIC WOLF IS NOT OBLIGATED TO REFUND ANY FEES OR OTHER PAYMENTS ALREADY PAID, AND ANY CANCELLATION BY CUSTOMER WILL TAKE PLACE AT THE END OF THE APPLICABLE SUBSCRIPTION TERM, UNLESS ARCTIC WOLF OTHERWISE AGREES IN WRITING. Late payments shall bear interest at a rate equal to the maximum rate permitted by law. If Customer fails to make any payments due under this Agreement or an applicable Order Form, Arctic Wolf shall notify Customer of such nonpayment. If a payment that is due remains unpaid for ten (10) days after Arctic Wolf provides Customer with notice of such nonpayment, Arctic Wolf may cease providing the Solutions without any liability to Arctic Wolf. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("**Indirect Taxes**"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement,

including specifically its license numbers as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality; Data.

7.1 Confidentiality. Either party (as a "**Discloser**") may disclose confidential and proprietary information, orally or in writing ("**Confidential Information**") to the other party (as a "**Recipient**"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp, or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. This Section 7 will supersede any non-disclosure agreement by and between the parties (whether entered before, on, or after the Effective Date) and such agreement will have no further force or effect with respect to Confidential Information defined herein. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology, and Threat Intelligence Data. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "**Point of Contact information**"); User setup details (User email, work title, and name), Solution metrics related to such Users, including a Users' learning status, training scores, and Phishing results associated with such Users' use of the Solution (collectively "**Learner Data**"); if the Arctic Wolf Email Report Button is deployed by Customer, information pertaining to phishing email(s) self-reported by a User and includes or may include name of User, email address of User, json web token, full content of email, and version data (collectively, "**Phishtel Data**"); and Customer created and owned content, if any; and

(ii) If MDR and/or MR Solutions are deployed: Points of Contact Information (as defined in Section 7.1(i) above) and Solutions Data (as defined in Section 7.2 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Solutions. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Contract Account Information which may include Customer name, contact first name and last name, corporate email address, phone number, job title, address, and organization hierarchy following termination of this Agreement for its internal business purposes.

7.2 Solutions Data. "**Solutions Data**" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data, but excluding Threat Intelligence Data (as defined below). As between the parties, Customer shall retain all right, title, and interest (including all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Solutions Data to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third-party service providers' data centers will be as set forth in the Solutions Terms.

7.3 Threat Intelligence Data. "**Threat Intelligence Data**" means any malware, spyware, virus, worm, trojan, or other potentially malicious or harmful code or files, URLs, DNS data, public IP addresses, network telemetry, commands, processes or techniques, tradecraft used by threat actors, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Arctic Wolf in connection with this Agreement, or (ii) is collected or discovered during the course of Arctic Wolf providing Solutions, excluding any such information or data that identifies Customer or to the extent that it includes Personal Information (as defined below) of the data subjects of Customer (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

8. Data Privacy.

8.1 Personal Information. Point of Contact Information, Solutions Data, Learner Data, and Phishtel Data (or any other Confidential Information provided by Customer) may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("**Personal Information**"). Customer is responsible for the lawfulness of any such Personal Information and Arctic Wolf's receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information, and (3) to the extent required by applicable law, has informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.2 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation and its UK equivalent ("**GDPR**") of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at <https://arcticwolf.com/terms/dpa/>, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "**DPA**"), shall be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection to processing of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.3 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as supplemented by the California Privacy Rights Act (collectively, the "**CCPA**") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for the provision of certain purchased or licensed cybersecurity operations solutions and/or services as chosen by Customer and reflected on an Order Form (the "**Business Purpose**"). The parties agree to always comply with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not (i) sell any such personal information; (ii) retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing and/or delivering the Business Purpose to Customer pursuant to this Agreement or as permitted by the CCPA, as well as any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) related to the Solutions; (iii) retain, use, or disclose such personal information for a commercial purpose other than performing the Business Purpose unless otherwise explicitly permitted under the Agreement; (iv) retain, use, or disclose such personal information outside of the direct business relationship between Customer and Arctic Wolf for the Business Purpose unless otherwise permitted under the Agreement; or (v) combine any such personal information with personal information that it receives from or on behalf of any other person(s) or collects from its own interaction with the consumer, provided that Arctic Wolf may combine personal information to perform any purpose as defined in and as permitted under the CCPA. Arctic Wolf further agrees that it will: (i) comply with all applicable obligations under the CCPA and Arctic Wolf will provide the same level of privacy protection as is required by the CCPA; (ii) allow Customer to take reasonable and appropriate steps to help to ensure that Arctic Wolf uses personal information in a manner consistent with Customer's obligations under the CCPA; and (iii) allow Customer, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information. The terms "personal information," "consumer," "service provider," "sale," "share," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.3 and will comply with them and will notify Customer if Arctic Wolf decides that it can no longer meet its obligations under the CCPA. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA regarding personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.4 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third-party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;

- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

8.5 Australian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Australian *Privacy Act 1988* (Cth)) on your behalf, as agent for you, Arctic Wolf will only handle your personal information for the purpose of performing the Solutions, in accordance with the Privacy Notice or as required by applicable law, and ensuring you have access to your Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing and retrieving Solutions Data, limiting others' use of Solutions Data and specifying security measures that are used in relation to Solutions Data as set forth in this Agreement, including the Privacy Notice.

8.6 South African Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Protection of Personal Information Act, 4 of 2013) of individuals located in South Africa, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa, and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers. Arctic Wolf will only handle personal information for the purpose of performing the Solutions and ensuring Customer has access to its Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing, and retrieving Solutions Data, limiting others' use of Solutions Data. Arctic Wolf shall take appropriate, reasonable technical and organizational security measures to prevent the loss of, damage to or unauthorized destruction of personal information, and the unlawful access to or processing of personal information.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third-party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, Australia, United Kingdom, Switzerland, South Africa, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third-party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Customer Indemnity. Subject to Section 9.3, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 5 or 8. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer, or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT OR AS OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL INTERNATIONAL, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.1 ABOVE, OR OTHERWISE PROHIBITED BY

CONSUMER PROTECTION LAWS OR PROVIDED IN SECTION 10.3 OF THIS AGREEMENT), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY, TERMS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT THAT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; OR (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE SOLUTIONS. CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF AND MORE FULLY DESCRIBED IN THE SOLUTIONS TERMS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ANY THIRD-PARTY SYSTEMS (NOT INCLUDING THIRD PARTY PRODUCTS AS DEFINED IN SECTION 10.4 BELOW) OR SERVICES, INCLUDING ANY CLOUD IAAS AND SAAS SYSTEMS, TOOLS, AND/OR ENVIRONMENTS AND ANY DIAGNOSTIC TOOLS, API'S, AND OTHER SUCH INTEGRATIONS, THAT CUSTOMER USES OR DEPLOYS IN CONNECTION WITH THE DELIVERY OF THE SOLUTIONS.

10.3 Open Source Warranty. Customer acknowledges that certain components of the Solutions ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative (or any substantially similar licenses). Arctic Wolf hereby represents and warrants that all Open Source Components in the Solutions will be provided to Customer by Arctic Wolf hereunder in a manner compliant with their applicable open source licenses. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component.

10.4 Third-Party Products. Third-Party Products (as defined in this Section 10.4) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third-Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third-Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third-Party Products. "Third-Party Products" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Components.

10.5 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable endeavors to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any international, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the FCPA and UK Bribery Act 2010; (v) not use the Solutions or transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions. Customer authorizes Arctic Wolf to perform Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Services) on network resources with the internet protocol addresses or other designated identifiers identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit Arctic Wolf to provide the Services on such third party's network resources.

11. Limitation of Liability.

11.1 TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 11.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS

SECTION 11, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 11.2 OF THIS AGREEMENT.

11.2 FOR CUSTOMERS DEEMED “CONSUMERS” AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*, SECTION 11.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.2. THIS SECTION 11.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. Unless otherwise set forth on the Order Form, the Subscription Term for the Solutions, in its entirety, will automatically terminate at the end of the initial Subscription Term unless the parties agree to renew prior to the expiration of the then-current Subscription Term.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the URL Terms, and the Documentation in Arctic Wolf’s sole discretion or as otherwise set forth in the respective URL Terms. Should Arctic Wolf make any modifications, Arctic Wolf will post the amended terms on the applicable URL links, update the “**Last Updated Date**” within such documents, and notify Customer via email or such other direct written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer’s then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current Agreement, URL Terms, and/or Documentation for such applicable Solutions, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of the following: (A) for MDR and MR Solutions, (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following expiration or termination, and (B) for the MA Solution, within one hundred twenty (120) days of expiration or termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Should Customer elect to have the Confidential Information defined in Section 7.1(i) and (ii) above returned upon expiration, it is the Customer’s responsibility to work with Arctic Wolf to ensure such information is returned prior to destruction. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this [Section 15](#)). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer’s non-waivable rights.

15.2 Unless Customer directs otherwise by sending an email to Arctic Wolf at legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer’s company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf’s partners in a manner that does not suggest Customer’s endorsement of any specific Arctic Wolf Solution.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Each party shall be primarily liable for the obligations of its respective Affiliates, agents, and subcontractors.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Neither party shall be entitled to assign or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without the other party's express prior written consent, provided, however, a party may, without consent, assign this Agreement to an Affiliate or any successor or assign that has acquired all, or substantially all, of its business by means of merger, stock purchase, asset purchase, or otherwise. Any purported assignment or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. The governing law and exclusive venue applicable to any lawsuit, settlement, or other dispute arising in connection with the Agreement will be determined by the laws of the State of Georgia.

Unless prohibited by governing law or venue, or otherwise inapplicable, each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any dispute, controversy, or claim (including non-contractual disputes, controversies, or claims) arising out of or relating to this Agreement, the breach thereof, or its subject matter or formation, shall be referred to and finally determined by arbitration in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.6 To the extent permitted by law, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained in Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the URL Terms, and Order Form, and any other exhibit attached hereto) constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter, whether oral or written, provided that to the extent Customer uses any Arctic Wolf products, services, features, and/or functionalities ("New Products") subject to terms not included in the Agreement, the relevant terms in effect at the time of first use at <https://arcticwolf.com/terms/> shall be deemed to govern use of such New Products unless the parties agree otherwise in writing. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Except as otherwise provided herein, this Agreement may only be amended, modified, or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum ("BAA") located at <https://arcticwolf.com/terms/business-associate-addendum/> or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.14 Subject to the rights of Authorized Partners as expressly set out in the terms of this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

15.15 Nondiscrimination. Arctic Wolf agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.

15.16 Nothing contained in the Agreement shall be construed to be a waiver of Customer's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of the Agreement requiring Customer to indemnify Arctic Wolf is only valid to the extent allowed by Georgia law.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	Customer:
Signed:	Signed:
Name: <u>Andrew Hill</u>	Name: <u>Jim Gilvin</u>
Title: <u>Chief Legal Officer & General Counsel</u>	Title: <u>Mayor</u>
Date: _____	Date: _____
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	Notice Address: 2 Park Plaza Alpharetta, GA 30009 Attn: Adam Montgomery amontgomery@alpharetta.ga.us

Approved as to substance:

By: _____
Chris Lagerbloom, City Administrator

Approved as to form:

By: _____
Jennifer McCall, City Attorney