



City Council Meeting NOVEMBER 26, 2018

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 11/12/2018)

B. Alcoholic Beverage License Applications

1. PH-18-AB-56 Shade Street Food Inc.
d/b/a Shade Street Food & Bar
10 South Broad St.
Alpharetta, GA 30009

Consumption on Premises
Beer, Wine, Liquor & Sunday Sales

Owner: Mikka Orrick
Registered Agent: Mikka Orrick

- PH-18-AB-57 Real Chow Baby, LLC
d/b/a Real Chow Baby
58 Canton St. Ste. 104
Alpharetta, GA 30009

Consumption on Premises
Beer, Wine, Liquor & Sunday Sales

Owner: Michele Mollon
Registered Agent: Robert Simmons

V. PUBLIC HEARING

A. MP-18-08/CU-18-09 Hyatt House Extended Stay Hotel/Preston Ridge

(NOTE: This item has been deferred at the request of the applicant and will not be heard until the January 14, 2018 City Council Meeting)

Consideration of a request for master plan amendment and conditional use permit to allow an 'Extended Stay Hotel' for a 4-story, 128-room Hyatt House in the Preston Ridge Master Plan Pod F. The property is located at 3225 Webb Bridge Road and is legally described as being located in Land Lots 1261 & 1262, 2nd District, 2nd Section, Fulton County, Georgia.

VI. NEW BUSINESS

A. Windward Parkway at GA 400 Triple Lefts

B. Department of Public Safety Headquarters Furniture Purchase (911 Center)

- C. First Amendment to Intergovernmental Contract- Local Jobs Creation Grant**
- D. Approval of Partial Easement Abandonment - Rowe Downtown**
- E. A Resolution Declaring the Results of the City of Alpharetta Special Homestead Exemption Election Held on November 6, 2018**
- F. A Resolution Declaring the Results of the City of Alpharetta Special Sunday Alcohol Sales Election Held on November 6, 2018**
- G. Indication of Interest (IOI) to Purchase City-Owned Commercial Condominium Unit Located in Milton Avenue Parking Deck**
- H. Approval of Increase of Minimum Hourly Wage**
- I. Amendment to the Parking Agreement at 40 Old Roswell Street**

VII. WORKSHOP

- A. Wireless Broadband Deployment - Industry Overviews**

VIII. PUBLIC COMMENT

IX. REPORTS

X. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting STAFF REPORT

Submitting Department: City Clerk
Submitted By:
Meeting Date: November 26, 2018

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 11/12/2018)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

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>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting Minutes 11-12-18



City Council Meeting
November 12, 2018
Office of the City Clerk
ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA

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. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

❖ *Mayor Gilvin called the meeting to order at 6:30 p.m.*

II. ROLL CALL

- Council Members
 - Mayor Jim Gilvin
 - Mayor Pro Tem Donald F. Mitchell
 - Jason Binder
 - Ben Burnett
 - John Hipes
 - Dan Merkel
 - Karen Richard
- Staff
 - Sam Thomas, City Attorney
 - Coty Thigpen, City Clerk
 - James Drinkard, Asst. City Administrator
 - Peter Sewczwicz, Director of Public Works
 - John Robison, Director of Public Safety
 - Morgan Rodgers, Director of Recreation and Parks
 - Kathi Cook, Director of Community Development
 - Michael Woodman, Senior Planner

- Tom Harris, Director of Finance

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS AND PRESENTATIONS

- A. March of Dimes Prematurity Awareness Month

V. CONSENT AGENDA

- A. Council Meeting Minutes (Meeting of 11/5/2018)

- B. Alcoholic Beverage License
Applications PH-18-AB-55 Cast
Enterprises LLC
d/b/a Freshii
12460 Crabapple Rd. #502
Alpharetta, GA 30004

Consumption on
Premises Beer, Wine
& Sunday Sales

Owner &
Reg. Agent Troy J. Mathews

- ❖ Mayor Pro Tem Mitchell offered a motion to approve the Consent Agenda
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously 7-0

VI. PUBLIC HEARING

A. CLUP-18-05 / Z-18-09 / V-18-11: The Providence Group / Haynes Bridge at Devore

- Senior Planner, Michael Woodman, came forward to present this item.
- Staff recommends Mayor and Council approve CLUP-18-03/Z-18-09 The Providence Group/Haynes Bridge at Devore, subject to the following conditions:
 1. The site, consisting of approximately 15.3 acres, shall be zoned R-8A/D and developed substantially similar to site plan submitted by Travis Pruitt & Associates, Inc., dated 10/16/2018, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. The Comprehensive Land Use Plan designation of the property shall be 'High Density Residential'.
 3. Architecture and materials shall be developed similar to the submitted renderings, subject to approval by Staff. Buildings shall have 3-sided architecture with brick and/or stone are the primary material. Side and rear building elevations visible

from Haynes Bridge Road shall have similar architectural details and materials as the front façade, as approved by Staff. Townhome buildings facing Haynes Bridge Road shall have a stone base with brick upper floors and shall include the following elements: chimneys, porches and balconies and over-sized lights. Chimneys shall extend past the plane of the side elevation.

4. Minimum 20' decorative landscape strip shall be required along Haynes Bridge Road, consisting of trees, shrubs and ground cover, as approved by Staff. Landscape strip shall include decorative metal fence with brick or stone columns with gates and sidewalk connection to the public sidewalk, similar to Sonoma subdivision on North Main Street. Project entrance shall include a decorative knee wall and shall be heavily landscaped with ornamental plantings, as approved by Staff.
5. Minimum 25' landscape buffer, replanted where sparse, shall be provided along the common property line with Haynes Park and shall be supplemented with evergreen trees and shrubs to provide a visual screen, as approved by Staff. A 10' landscape strip shall be required along south property line.
6. Amenity areas shall be developed with a park-like setting with decorative landscape, hardscape, seating and pedestrian-scale lighting, as approved by Staff.
7. Haynes Bridge Road streetscape shall include minimum 8' sidewalk, 6' planting strip and decorative pedestrian lighting. Street trees shall alternate in the planting strip and backside of sidewalk to provide a canopy for pedestrians.
8. Developer shall remove exotic and invasive trees and shrubs within stream buffers and tree save areas and replant where sparse, as approved by Staff.
9. Decorative paver apron and planted median shall be required at the project driveway, as approved by Staff.
10. Development shall be gated with private roads and maintained by the HOA.
11. Residential driveways shall be minimum 18' from garage to sidewalk or alley (if no sidewalk).
12. Internal sidewalks shall be provided on one side of the street, including a connection to the front of all units and shall be minimum 5' with 4' planting strip and pedestrian-scale lighting provided throughout the development.
13. Unfinished wood fences and decks shall not be visible from the street.
14. Developer shall dedicate permanent easement and construct a 12' concrete, accessible multi-use trail (Alpha Loop) as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 10/16/2018, with final alignment/design/materials approved by Staff and construction completed prior to the first CO. A crosswalk shall be provided across Haynes Bridge Road and shall be constructed of a material approved by Staff. Alpha Loop shall include seating/gathering areas, lighting (pedestrian and bollards), landscape, hardscape and trail entrance gateways/arches at Haynes Bridge Road and at eastern property line. Applicant shall hand clear undergrowth, invasive species and dead materials within the stream buffer and maintain such condition to the City's satisfaction.

Wayfinding signage shall be placed at key locations along the trail. Alpha Loop connection to Haynes Park shall be minimum 6' wide. Alpha Loop improvements, not including Haynes Park spur, shall be eligible for impact fee credits, as approved by Staff.

15. Alpha Loop shall maintain a minimum 20' setback from residential buildings, as approved by Staff.
 16. Existing trees shall be preserved as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 10/16/2018, except that tree #279 may be removed for a decel lane. In addition, developer shall save tree #276 (24" Scarlet Oak).
 17. Developer shall identify locations with significant tree groupings outside of the required undisturbed buffers and stream buffers. Tree groupings shall be incorporated into the final site plan, as approved by Staff.
 18. Off-site tree encroachment shall be limited to no more than 20% on the CRZ and shall require notification/approval by property owner, as approved by administrative variance.
 19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
 20. Overhead utilities shall be placed underground.
 21. Developer shall be responsible for all costs associated with upgrading the signal to accommodate new development. Traffic signal modification to be complete prior to final plat.
 22. Streets less than 24' wide shall be marked "No Parking".
 23. Widths/lengths of fire department access road shall comply with Appendix D – Fire Apparatus Access Roads.
 24. Developer shall provide a northbound right-turn lane on Haynes Bridge Road entering the site.
 25. Developer shall construct 1 shared left-turn/through lane and 1 right-turn lane exiting the site onto Haynes Bridge Road and Devore Road and 1 ingress lane entering the site.
 26. Utility structures, headwalls, etc. shall be finished with decorative stone, if visible from the Alpha Loop.
- The applicant, The Providence Group, is requesting a rezoning of 15.3 acres from R-12 (Dwelling, 'For-Sale' Residential) to R-8A/D (Dwelling, 'For-Sale' Attached/Detached Residential) to allow for the construction of 92 'For-Sale' Townhome units and 30 'For-Sale' Condominium units on 15.3 acres within a gated community. A comprehensive land use plan amendment is requested from 'Commercial' to 'High Density Residential'. The subject property is located at 11705, 11715 & 11725 Haynes Bridge Road and 310 Norcross Street on the east side of Haynes Bridge Road at the intersection with Devore Road.

- The submitted request, if approved, will allow for a 122-unit residential subdivision, including 30 'For-Sale' condominium units and 92 'For-Sale' townhome units on 15.3 acres within a gated community. The proposed density is 7.97 dwelling units per acre. A comprehensive land use plan amendment and rezoning is requested to allow the proposed residential subdivision. The subject property is located at 11705, 11715 & 11725 Haynes Bridge Road and 310 Norcross Street on the east side of Haynes Bridge Road at the intersection with Devore Road.
- The property consists of several parcels of land all zoned R-12 and developed with three (3) single-family detached homes. Surrounding properties are zoned R-4A to the north, R-10M and O-I to the east, O-I to the south and C-2 to the west.
- Haynes Park subdivision is located to the north, AMLI apartments and Northwinds to the east, 600 Northwinds Center West and Crème de la Crème daycare to the south and QT and Express Oil Change to the west. The Comprehensive Land Use Plan designation of the property is 'Commercial', which requires an amendment to allow the proposed residential subdivision.
- The proposed single-family attached uses are appropriate at this location given the surrounding development pattern, which includes townhomes, 'For-Rent' apartments, office and commercial uses. Residential densities vary widely in the area, including densities of just under four (4) dwelling units/acre at Haynes Park, seven (7) dwelling units/acre at Chelsea Walk and ten (10) dwelling units/acre at AMLI Northwinds.
- The City's Comprehensive Plan states that Alpharetta has 29% of all retail space in North Fulton County, approximately 8.24 million square feet. As the retail environment changes, the City will continue to see vacant retail spaces opening up. The Alpharetta Crossing shopping center, located across Haynes Bridge Road from the subject property, has nearly 50,000 square feet of unoccupied retail space for over a year. Therefore, new commercial development is not warranted and could negatively impact Downtown (re)development efforts.
- The submitted site plan depicts 92 townhome units and 30 stacked condominium units on 15.3 acres within a gated community. Condominium units are depicted within two (2) buildings near the front of the subdivision. Townhome units are depicted within 18 buildings and consist of 70 rear entry and 22 front entry units. Townhome unit widths range in size from 18' to 27'.
- Three (3) townhome buildings are oriented to Haynes Bridge Road, which is similar to the Sonoma townhome community located on North Main Street and Winthrop Park Drive. An amenity area with clubhouse and pool is depicted at the rear of the property.
- The project entrance is depicted at the Haynes Bridge Road and Devore Road signal. The project entrance is gated with new private internal streets and alleys. A total of 37 guest parking spaces are provided throughout the site. Overall site setbacks are proposed to be 65' along Haynes Bridge Road, 10' along the north property line, 20' along the east property line and 5' along the south property line.
- A 25' landscape buffer is depicted along the north property line, as required with the rezoning of the Haynes Park subdivision. Condition #9 from file MP-06-02/Z-06-01/CLUP-06-01 Northwinds Pod D/John Wieland Amendment allowed for half the

buffer to be met on the Haynes Park property and half met on the applicant's property subject to agreements with adjacent property owners.

- John Wieland Homes secured the necessary agreements. A 50' undisturbed buffer is provided on the adjacent O-I parcels to the south.
- A 20' landscape strip is required along Haynes Bridge Road, exclusive of any utilities and easements. A perennial stream runs through the northeast corner of the site and includes a 100' stream buffer and 150' impervious setback. The applicant proposed three (3) underground detention areas partially within the impervious setback, which is permitted as the stormwater facilities allow for infiltration.
- According to the breakdown provided by the applicant, the site plan includes 7.49 acres, or 49%, greenspace. Greenspace includes pervious (green), unusable areas such as landscape strips and buffers, as well as pervious open space (amenity and civic space) areas. Amenity space is depicted throughout the site plan, including a pocket park with tree save area south of the project entrance, clubhouse and pool, dog park, community garden and two (2) additional open spaces areas near the condominium buildings.
- The City's Alpha Loop project has a planned alignment on the adjacent AMLI Northwinds property to the rear of the applicant's site, with a connection between the inner and outer loops through the applicant's site. The site plan depicts the 12' Alpha Loop running through the center of the property from east to west, as well as a small spur connecting to Haynes Park to the north.
- The Alpha Loop will include an easement to allow public access. 90-degree turns are depicted on the site plan in conjunction with the Alpha Loop alignment through the site, which is not ideal. The City's Alpha Loop Consultant reviewed the site plan and was generally okay with the 90-degree turns, since they occur at an intersection.
- The Consultant recommended that crosswalks for the Alpha Loop be designed to be safe for pedestrians and cyclists and to typical standards. A minimum 5' landscape strip between the Alpha Loop and internal streets was also recommended by the Consultant.
- The property is heavily wooded, primarily consisting of Hardwoods. Tree saves are depicted within the stream buffer and along Haynes Bridge Road. Tree #279 (36" Tuliptree – Fair Condition) is depicted to be saved; however, the tree would be significantly impacted by a northbound right-turn lane on Haynes Bridge Road entering the site.
- Staff identified an additional specimen tree save opportunity (Tree #276 – 24" Scarlet Oak) that falls within the amenity area at the rear of the applicant's site plan. If approved, Staff recommends a condition requiring the applicant to identify and save significant tree groupings, which may result in the loss of residential units.
- The applicant submitted photographs and renderings of the townhome and condominium products. Buildings are primarily brick with stone, siding, board and batten and shake accents. Standing seam metal roof and timber accents are also shown. The photographs and renderings depict units with a stoop or recessed entry, as well as single- and double-stacked porches.

- The proposed project, consisting of 92 townhome units and 30 condominium units, would generate 70 PM Peak Hour trips. When compared to development of the property under the 'Commercial' future land use designation, the applicant's proposal to construct a residential subdivision would result in a significant reduction of vehicular trips over retail or office use.
- The applicant provided a traffic study, prepared by Kimley-Horn & Associates. The study shows that the intersection at Haynes Bridge Road and Devore Road current operates at a LOS A during the AM and PM Peak Hours and will continue to operate at LOS A with or without the proposed project by the project build-out year of 2023. System improvements are not proposed; however, the following site improvements are proposed:
 - Provide a northbound right-turn lane on Haynes Bridge Road entering the site.
 - Construct 1 shared left-turn/through lane and 1 right-turn lane exiting the site onto Haynes Bridge Road and Devore Road and 1 ingress lane entering the site.
- Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate.
- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 2 – 82 school age children. Numbers provided by Fulton County Schools show that all three (3) schools are currently over capacity.
- Staff has reviewed the applicant's proposal and finds that it can generally support the request for comprehensive land use plan amendment and rezoning. The proposed rezoning to R-8A/D is consistent with the existing use of adjacent and nearby properties. While the proposed use is inconsistent with the comprehensive land use plan designation of the property, additional commercial use on the subject property could detract from the (re)development efforts in the Downtown.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- The CZIM was held on September 12, 2018 and October 11, 2018. Seven (7) residents signed-in with comments. Residents generally support the development, but asked for more trees be protected and a heavy buffer to screen the development from Haynes Bridge Road.
- Warren Jolley came forward to present the request on behalf of the applicant

Public Comment

- Jim Fineis, 120 Nottaway Lane, Alpharetta, GA came forward on behalf of Haynes Park HOA

- ❖ Council Member Merkel offered a motion to approve the CLUP-18-03/Z-18-09 The Providence Group/Haynes Bridge at Devore, subject to the following conditions:
 1. The site, consisting of approximately 15.3 acres, shall be zoned R-8A/D and developed substantially similar to site plan submitted by Travis Pruitt & Associates, Inc., dated 11/12/2018, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. The Comprehensive Land Use Plan designation of the property shall be 'High Density Residential'.
 3. Architecture and materials shall be developed similar to the submitted renderings, subject to approval by Staff. Buildings shall have 3-sided architecture with brick and/or stone as the primary material. Side and rear building elevations visible from Haynes Bridge Road shall have similar architectural details and materials as the front façade, as approved by Staff. Townhome buildings facing Haynes Bridge Road shall have a stone base with brick upper floors and shall include the following elements: chimneys, porches and balconies and over-sized lights. Chimneys shall extend past the plane of the side elevation.
 4. Minimum 20' decorative landscape strip shall be required along Haynes Bridge Road, consisting of trees, shrubs and ground cover, as approved by Staff. Landscape strip shall include decorative metal fence with brick or stone columns with gates and sidewalk connection to the public sidewalk, similar to Sonoma subdivision on North Main Street. Project entrance shall include a decorative knee wall and shall be heavily landscaped with ornamental plantings, as approved by Staff.
 5. A minimum 25' landscape buffer as shown on Buffer Exhibit dated 11/12/2018, shall be provided along the common property line with Haynes Park. The Buffer shall be planted with a minimum 10' tall evergreen at the time of planting. This Buffer shall be planted with a mix of material consisting of any of the following species: cryptomeria, arborvitae, cedars, magnolia or hollies. A landscape wall will be installed along the common property line with a 6' shadowbox fence. The wall, landscape plantings and fence will be maintained by the HOA. In an effort to facilitate a more attractive landscape, a second wall will be installed at the 25' buffer line. The developer is committed to constructing a storm drainage system to help alleviate existing drainage concerns of the Haynes Park Homeowners Association. A 10' landscape strip shall be required along south property line.
 6. Amenity areas shall be developed with a park-like setting with decorative landscape, hardscape, seating and pedestrian-scale lighting, as approved by Staff.
 7. Haynes Bridge Road streetscape shall include minimum 8' sidewalk, 6' planting strip and decorative pedestrian lighting. Street trees shall alternate in the planting strip and backside of sidewalk to provide a canopy for pedestrians.

8. Developer shall remove exotic and invasive trees and shrubs within stream buffers and tree save areas and replant where sparse, as approved by Staff.
9. Decorative paver apron and planted median shall be required at the project driveway, as approved by Staff.
10. Development shall be gated with private roads and maintained by the HOA.
11. Residential driveways shall be minimum 18' from garage to sidewalk or alley (if no sidewalk).
12. Internal sidewalks shall be provided on one side of the street, including a connection to the front of all units and shall be minimum 5' with 4' planting strip and pedestrian-scale lighting provided throughout the development.
13. Unfinished wood fences and decks shall not be visible from the street.
14. Developer shall dedicate permanent easement and construct a 12' concrete, accessible multi-use trail (Alpha Loop) as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/12/2018, with final alignment/design/materials approved by Staff and construction completed prior to the first CO. A crosswalk shall be provided across Haynes Bridge Road and shall be constructed of a material approved by Staff. Alpha Loop shall include seating/gathering areas, lighting (pedestrian and bollards), landscape, hardscape and trail entrance gateways/arches at Haynes Bridge Road and at eastern property line. Applicant shall hand clear undergrowth, invasive species and dead materials within the stream buffer and maintain such condition to the City's satisfaction. Wayfinding signage shall be placed at key locations along the trail. Alpha Loop connection to Haynes Park shall be minimum 6' wide. Alpha Loop improvements, not including Haynes Park spur, shall be eligible for impact fee credits, as approved by Staff.
15. Alpha Loop shall maintain a minimum 20' setback from residential buildings, as approved by Staff except for units 86 and 75, which will be 15'.
16. Existing trees shall be preserved as depicted on the site plan prepared by Travis Pruitt & Associates, Inc., dated 11/12/2018, except that tree #279 may be removed for a decel lane. In addition, developer shall save tree #276 (24" Scarlet Oak).
17. Developer shall identify locations with significant tree groupings outside of the required undisturbed buffers and stream buffers. Tree groupings shall be incorporated into the final site plan, as approved by Staff.
18. Off-site tree encroachment shall be limited to no more than 20% on the CRZ and shall require notification/approval by property owner, as approved by administrative variance.
19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
20. Overhead utilities shall be placed underground.
21. Developer shall be responsible for all costs associated with upgrading the

signal to accommodate new development. Traffic signal modification to be complete prior to final plat.

22. Streets less than 24' wide shall be marked "No Parking".
 23. Widths/lengths of fire department access road shall comply with Appendix D – Fire Apparatus Access Roads.
 24. Developer shall provide a northbound right-turn lane on Haynes Bridge Road entering the site.
 25. Developer shall construct 1 shared left-turn/through lane and 1 right-turn lane exiting the site onto Haynes Bridge Road and Devore Road and 1 ingress lane entering the site.
 26. Utility structures, headwalls, etc. shall be finished with decorative stone, if visible from the Alpha Loop.
- The motion received a second from Mayor Pro Tem Mitchell with a friendly amendment to Condition #3 to add final approval by staff.
 - Accepted by Merkel
 - The motion was approved 4-3 with Gilvin, Mitchell and Richard voting no

B. E-18-08: 191 Roswell Street / Gibson Parking Exception

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff recommends Mayor and Council Approve E-18-08 Gibson/191 Roswell Street Parking Exception, subject to the following conditions
 1. Applicant shall enter into a joint easement agreement with the City, subject to approval by the City Attorney and Staff. There shall be no regular overnight parking associated with the applicant's use and within the existing Community Center parking lot.
 2. Exterior modifications to the existing building and new buildings shall require DRB approval.
 3. Applicant shall remove the 2 curb cuts and driveways on Roswell Street. New curbing shall be provided on Roswell Street where curb cuts removed. Right-of-way required for 8' sidewalk shall be dedicated to the City for future construction by others.
 4. Maximum square footage for second building depicted may be reduced to the maximum amount that could be accommodated on the site with required parking. In no case shall more than 9 offsite shared spaces be permitted. If use changes from office than additional parking accommodations may be required.

5. ~~The 7 constructed parking spaces may be reserved for the applicant's business between the hours of 7AM–5PM, Monday through Friday.~~
6. There shall be no visible outside storage of materials, vehicles or equipment associated with the applicant's business.
7. In-lieu of providing required parking spaces on-site, the applicant shall construct 7 parking spaces as depicted on site plan prepared by Engineering 303, dated 8/17/2018.
8. Trees shall be saved substantially as depicted on the plan prepared by Engineering 303, dated 8/17/2018.
9. Prior to CO, applicant shall dedicate a minimum 16' easement for the Alpha Loop, as depicted on plan prepared by Engineering 303, dated 8/17/2018.
10. Landscape and hardscape shall be installed substantially per plan prepared by Jefferson Land Consulting & Solutions, dated 8/30/2018.

- The applicant, Dan Gibson, is requesting a parking special exception to allow required parking to be constructed and met off-site on the adjacent Alpharetta Community Center property. Seven (7) parking spaces are proposed to be constructed on the Community Center property with the balance of required parking met in the existing Community Center parking lot. The subject property is located at 191 Roswell Street on the west side of Roswell Street and south of the Community Center at Wills Park.
- The submitted request, if approved, will allow existing and proposed buildings to meet parking requirements on an adjacent City-owned property. A parking special exception is requested to allow for the construction of seven (7) off-site parking spaces and to meet the balance of required parking within the existing Alpharetta Community Center parking lot. The subject property is located at 191 Roswell Street on the west side of Roswell Street and south of the Community Center at Wills Park. The applicant could provide required parking onsite but cars would be crossing over the Alpha Loop to access the lot. Additionally if 7 spaces are built offsite then those could be utilized by the public after hours and on weekends.
- The property is located in the Downtown Overlay and is developed with a 2-story, 2,220 square foot duplex that is currently unoccupied. The applicant proposes to convert the existing structure into a professional office, as well as a future 3,000 square foot office building at the rear of the property. The two (2) existing curb cuts and residential driveways are proposed to be removed, which will help improve the aesthetics of the property. The second building should be restricted to a square footage that would accommodate required parking onsite. The offsite parking agreement should be to increase the loop experience and provide more greenspace onsite but not increase density.
- The 0.37-acre property is zoned C-2 (General Commercial) and surrounding properties are also zoned C-2, except that the Alpharetta Community Center property to the north is zoned SU (Special Use). The Alpharetta Community Center at Wills Park is located to the north and west, a 2-story office building to the south and a dance studio to the east. The

property owner is currently in negotiations to sell the rear 0.62 acres of the property to the City to be combined with the Community Center and Wills Park.

- The Downtown Master Plan Update and Alpharetta Downtown Code requirements replaced the City's Historic Downtown Incentive Zoning (HDIZ) in 2015. The City recently updated the Downtown parking requirements to provide for parking in-lieu of fees and parking special exception for downtown businesses that can't meet their required parking on-site. The Code changes allow buildings to be built to the edge of the street, similar to Main Street and Milton Avenue, instead of parking lots between buildings and the street. In order to create a more walkable environment, buildings should front the street and parking should be centralized in a downtown.
- The table below provides the required parking required, as well as, proposed constructed parking and shared parking. The maximum parking need in the future is 16 spaces. The remaining balance of parking would require payment into the parking fund for nine (9) spaces; however the applicant is requesting to utilize existing parking spaces in the Community Center parking lot.
- The submitted site plan depicts an existing 2-story, 2,220 square foot duplex to be renovated and converted to a professional office and a future 2-story, 3,000 square foot office building at the rear of the property. The property is only 60' wide, including the frontage along Roswell Street. Two (2) existing residential driveways are proposed to be removed and replaced with seven (7) parking spaces constructed on the adjacent Alpharetta Community Center property. The new parking spaces make up an area of 1,451 square feet on the City's property. The applicant proposes to meet the balance of required parking utilizing shared parking within the existing Community Center parking lot.
- A 12' section of the Alpha Loop is depicted along the common property line between the applicant's property and the Community Center property, providing a connection to Wills Park. A 16' easement is provided over the Alpha Loop section within the applicant's property, which constitutes an area of 2,118 square feet. The applicant proposes to dedicate a permanent easement to the City for the Alpha Loop through the subject property and allow the public to use the 7 constructed spaces after office hours. This section of Alpha Loop would connect to GDOT's proposed realignment of Devore Road, which will eventually connect to Roswell Street just south of the applicant's property.
- Staff has reviewed the application and is generally in agreement with the request for parking special exception. The applicant's site is ideally situated near public parking and the applicant proposes to construct additional parking spaces in the Community Center parking lot, which will be shared. It is difficult to provide on-site parking on small downtown parcels as it would limit density and in some areas parcels would be purchased and developed solely for the purpose of surface parking. This could be a detriment to building connectivity and needed density along downtown streets. It should be noted that each request for parking special exception is based upon the available inventory at the request time. Approval of this application would benefit the Community

Center by providing spaces after office hours that are typically needed for busy recreational programs.

- The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.
- The CZIM was held on October 10, 2018. One (1) citizen signed-in, but had no comments.
- Applicant, Dan Gibson, came forward as the applicant

Public Comment

None

- Council Member Richard offered a motion to approve E-18-08 Gibson/191 Roswell Street Parking Exception, subject to the conditions as presented
- The motion received a second from Council Member Merkel
- The motion was approved unanimously 7-0

C. E-18-09: Change Healthcare Technologies / Sign Exception

- Senior Planner, Michael Woodman, came forward to present this item.
- Staff recommends Mayor and Council approve E-18-09 Change Healthcare Technologies Sign Exception, subject to the following conditions:
 1. Directory sign locations, number, size (height and copy area), materials and color shall be limited to plans prepared by Harkess-Ord, dated 10/25/2018, except to comply with the conditions below and as approval by Staff.
 2. Directory signs shall include decorative landscape around the base of each sign, as approved by Staff.
 3. Applicant shall secure sign permits for all unpermitted signs requiring a permit within 30 days of approval of the sign exception.
 4. No additional directory signs shall be permitted on the subject property.
 5. Directory sign called out as Site marker #3 shall be removed within 30 days of approval of the sign exception.
- The applicant, Change Healthcare Technologies, LLC, requests consideration of a sign exception to bring three (3) existing directory signs into conformance with the City's sign regulations. Existing directory signs were constructed without the required sign permits and have been determined to be non-conforming signs. The property is located at 5995

Windward Parkway at the southwest corner of Windward Parkway and Marconi Drive.

- The submitted request, if approved, would allow three (3) existing, non-conforming directory signs to remain on the subject property and to bring the signs into conformance with the City's sign regulations. The business associated with the property has changed from McKesson to Change Healthcare. The applicant proposes changes to the existing signs to reflect the change in business name. The property is located at 5995 Windward Parkway at the southwest corner of Windward Parkway and Marconi Drive.
- The property is developed with a 435,000 square foot office building, formerly occupied by McKesson Technologies, and zoned CUP (Community Unit Plan) subject to the Windward Master Plan Pod 14. Surrounding properties are also zoned CUP with a Business Center designation and located within the Windward Master Plan. The Edison loft office development is located to the south and west, Jekyll Brewing Company to the east, ISO Power Plant Equipment Supplier to the south and an undeveloped parcel and data center to the north.
- There are four (4) existing directory signs, or monument signs, on the property. Based on Staff's research, the four (4) signs were constructed without the required sign permits and have been determined to be non-conforming signs. The City encourages non-conforming signs to be brought into compliance with the Sign Code, since such signs adversely affect the aesthetic characteristics of the City. Unified Development Code (UDC) Subsection 2.6.6. Non-conforming Signs, states that "no change in shape, size or design shall be permitted, except to make a non-conforming sign comply with all requirements of this Ordinance." The largest sign is a traditional monument sign located at the main entrance to the property off Marconi Drive.
- UDC Subsection 2.6.12(C) allows an unspecified number directory signs for office buildings within an Office Park. Directory signs are limited to a copy area of no more than 32 square feet and maximum height of 10'. As shown in the table below, one (1) of the existing signs (monument) has a height of 15', which exceeds the maximum permitted height. The applicant proposes to remove Site Marker #3, bringing the total number to three (3) directory signs.
- The UDC requires a monument sign base and structure to be constructed of brick, stone or other architectural materials matching the principal building. Existing directory signs have a concrete finish, which the applicant proposes to upgrade with a stone base and new paint. The applicant does not propose any changes that would increase the height or size of the existing signs. The other three (3) directory signs are site markers located along Marconi Drive.
- Staff has reviewed the application and is in general agreement with the requested sign exception. The applicant is attempting to bring existing directory signs into conformance with the City's sign regulations, while improving the aesthetics of the signs.

- The applicant proposes removal of one (1) directory sign, aesthetic upgrades to the remaining signs and to limit the copy area well below the maximum. If approved, conditions are recommended limiting the location, number, size, and materials, as well as requiring decorative landscaping around the base of the signs.
- The applicant notified adjacent property owners of the sign variance request and intent for the property. The citizen participation report states that one (1) adjacent property owner responded with no concerns.
- The CZIM was held on October 10, 2018. One (1) person signed-in with a comment that they liked that the monument signs will match the stone facing on bridges in the area.
- Applicant, Jessica Hill came forward on behalf of Change Healthcare

Public Comment

None

❖ Council Member Richard offered a motion to approve the E-18-09 Change Healthcare Technologies Sign Exception, subject to the conditions as presented by staff

- The motion received a second from Council Member Burnett
- The motion was approved unanimously 7-0

D. E-18-10: Wellstar / Sign Exception

NOTE: This item has been deferred by the Applicant and will be neither heard nor considered during tonight's meeting. The item has been placed on the December 12 City Council Agenda.

VII. OLD BUSINESS

A. PH-18-05: Unified Development Code Text Amendments - Fire Pits / Clearing And Grading Regulations *(2nd Reading)*

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff recommends Mayor and Council approve text amendments to Unified Development Code, Section 3.2 as it relates to clearing and grading activities and Section 4.4 as it relates to adding recreational fire pit regulations.
- Consideration of amendments to Unified Development Code (UDC) Section 3.2 Tree Conservation, Landscape, and Buffer Requirements and Section 4.4 Development Permitting and Construction.

- Staff proposes to add recreational fire pit definition and regulations to UDC Section 4.4, Development Permitting and Construction. UDC text amendments are proposed in response to questions and complaints received from residents with concerns over smoke intrusion and safety. The UDC does not currently regulate recreational fire pits. Staff proposes regulations that would limit the size and location of a recreational fire pit.
- Staff proposes to add a definition for 'Mass Grading' and regulations to UDC Section 3.2 addressing clearing and grading activities associated with land development.
- ❖ Council Member Richard offered a motion to approve the text amendments to Unified Development Code, Section 3.2 as it relates to clearing and grading activities and Section 4.4 as it relates to adding recreational fire pit regulations and Ordinance as ready by City Attorney
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously 7-0

B. PH-18-13: Unified Development Code Text Amendments - Wireless Telecommunications Facilities (2nd Reading)

- Assistant City Attorney, Scott Haste, came forward to present this item
- Staff recommends Mayor and Council approve PH-18-13 Unified Development Code Text Amendments – Wireless Telecommunications Facilities as it relates to small cell technology in the public right-of-way.
- Consideration of text amendments to Unified Development Code (UDC) Section 2.8 Wireless Telecommunications Facilities as it relates to small cell technology in the public right-of-way. The proposed text amendments are necessary to comply with changing State and Federal regulations, as well as to provide additional options for siting small cell technology in the public right-of-way.
- ❖ Council Member Burnett offered a motion to approve PH-18-13 Unified Development Code Text Amendments – Wireless Telecommunications Facilities second reading as read by City Attorney
 - The motion received a second from Council Member Richard
 - Mayor Pro Tem Mitchell offered a friendly amendment to change the response time required by the City to 15 days once an application is received
 - Amendment was accepted by Burnett and Richard
 - The motion was approved unanimously 7-0

C. Ordinance - Fire Pits (2nd reading)

- City Attorney, Sam Thomas, came forward to provide the 2nd reading the Ordinance.
- No changes since the 1st reading
 - ❖ Council Member Richard offered a motion to approve the ordinance as read by City Attorney
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously 7-0

VIII. WORKSHOP

A. GDOT Local Bridge Replacement Program

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Please permit staff to submit a letter of interest to the Georgia Department of Transportation for consideration of replacement of a vehicular bridge on Waters Road through GDOT's Local Bridge Replacement Program and have the Mayor authorize any necessary documents.
- Georgia Department of Transportation has approached the City inquiring our interest in GDOT's Local Bridge Replacement Program. Specifically speaking, the bridge replacement under consideration is Waters Road Bridge over Long Indian Creek. The program consists of utilizing federal, state, and local funding to accomplish the project.
- The City would be responsible for obtaining right-of-way as well as legal fees associated with the acquisition. Previous projects GDOT has worked on estimates the City's expense to be approximately \$100,000- \$150,000. The approximate cost of the bridge replacement, design and construction is over \$1.5M. Public Works is requesting Council permission to move forward with submitting a letter to GDOT stating we are interested in participating in GDOT's Local Bridge Replacement Program. Upon receiving the letter, GDOT will develop a preliminary ROW estimate through the use of GIS Data and provide the City a MOU for the City to execute.
- One component of the Local Bridge Replacement Program is the City is required to submit the estimated land cost and associated fees at the onset of the project. GDOT has informed Public Works the funds would be due in the Spring of 2019. Funds are available in the Bridge Maintenance Account.

B. Wills Park Equestrian Center Master Plan

- Director of Recreation and Parks, Morgan Rodgers, came forward to introduce this item.

C. Special Events Review

- Director of Recreation and Parks, Morgan Rodgers, came forward to introduce this item.

D. Wireless Broadband Deployment - Industry Overviews

- Representatives from Zayo and Georgia Power came forward to provide an overview for their plans regarding Wireless Broadband Deployment

IX. PUBLIC COMMENT

None

X. REPORTS

None

XI. ADJOURNMENT

❖ Mayor Gilvin adjourned the meeting at 11:05 pm

Respectfully submitted,

A handwritten signature in black ink that reads "Coty Thigpen". The signature is written in a cursive, flowing style.

Coty Thigpen, City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By:

Meeting Date: November 26, 2018

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

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>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: City Clerk
Submitted By:
Meeting Date: November 26, 2018

I. AGENDA ITEM TITLE: PH-18-AB-56 SHADE STREET FOOD INC.
D/B/A SHADE STREET FOOD & BAR
10 SOUTH BROAD ST.
ALPHARETTA, GA 30009

CONSUMPTION ON PREMISES
BEER, WINE, LIQUOR & SUNDAY SALES

OWNER: MIKKA ORRICK
REGISTERED AGENT: MIKKA ORRICK

PH-18-AB-57 REAL CHOW BABY, LLC
D/B/A REAL CHOW BABY
58 CANTON ST. STE. 104
ALPHARETTA, GA 30009

CONSUMPTION ON PREMISES
BEER, WINE, LIQUOR & SUNDAY SALES

OWNER: MICHELE MOLLON
REGISTERED AGENT: ROBERT SIMMONS

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

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>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By:
Meeting Date: November 26, 2018

I. AGENDA ITEM TITLE: WINDWARD PARKWAY AT GA 400 TRIPLE LEFTS

II. RECOMMENDATION:

Please award the Windward Parkway at GA 400 Triple Lefts to Vertical Earth in the amount not to exceed \$4,901,794.38, approve the Memorandum of Understanding (MOU) with the North Fulton Community Improvement District (NFCID), approve the MOU with Fulton County, and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY
OPRT. BUDGET: YES

TOTAL PROJECT COST: \$4,901,794.38; FULLY FUNDED BY GDOT, NFCID, AND OTHER AGENCIES. NO FISCAL IMPACT TO THE CITY.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The intersection of GA 400 and Windward Parkway has congestion in both the morning and evening peak hours. The solution to resolve the morning issue was to construct an additional lane along Windward Parkway between the exit ramp and North Point Parkway. NFCID contracted with an engineering firm to design the work and then worked with the City and Georgia Department of Transportation (GDOT) to implement the improvements. Ultimately, GDOT funded the project through its operations program and the project has been completed.

Solving the congestion in the evening hours consists of installing triple lefts from the ramp onto Windward Parkway. The third lane turns into a dedicated right-turn lane onto Deerfield. Also associated with Phase Two is an improvement at Westside and Windward to permit dual left turn lanes onto southbound Westside Parkway.

Fulton County Water and Sewer were approached by the design team to include any waterline improvements that are necessary into the project scope so disruption of the corridor only happens once.

The City advertised for competitive bids in May and June of this year and a total of 7 bids were received on June 14, 2018. The seven bidders and their associated bid amount is as follows:

- ER Snell: \$5,802,757.33
- Baldwin Paving: \$5,773,916.21
- CMES: \$5,170,499.37
- CW Matthews: \$5,169,456.33

GP Enterprises: \$7,395,216.97
Precision 2000: \$5,893,939.87
Vertical Earth: \$4,834,853.14

The bid also included alternates related to minor utility relocations and minor work at the GA 400 southbound exit ramp. In total, the total bid for Vertical Earth totals \$4,901,794.38.

The City approved a contract with GDOT in January 2015 and within the contract GDOT committed a total of \$1.37M to go towards the project. In addition, the City and the NFCID approved a MOU stating it was the responsibility of the NFCID to manage and fund the funding shortfall. Throughout the design process of the project the NFCID worked with various partners to obtain additional funds to fund the project. The bids received for the project were approximately \$700k over budget. Over the last several months the NFCID worked to obtain additional funding.

The funding shortfall has been obtained through the diligent work of the NFCID, the design team and numerous partners associated with the project. Below is a breakdown of the funding pieces to fund the Windward Triple Lefts Project:

\$ 2,317,941.24	GDOT construction contract
\$ 481,000.00	Fulton County
\$ 19,000.00	Fulton County (additional utility costs)
\$ 1,433,200.00	GTIB
\$ 160,136.14	NFCID
\$ 490,517.00	Fulton County W&S

The NFCID team met with the low bidder, Vertical Earth, to discuss the project in detail and go over the expectations and how representatives from the NFCID team will be managing the construction and performing inspections of the project. The team also explained the contract is with the City and all application for payments will be reviewed by representatives of the NFCID prior to payments to be processed with the City.

Due to the complexities of the necessary traffic control to construct the project, the duration of the project is 18 months. Vertical Earth understood the scope of the project and the expectations of both the City and the NFCID team and assured everyone they can accomplish the work within the project timeframe.

V. ALTERNATIVES:

VI. ATTACHMENTS:

0010768 CST Agreement_rev, MOU Windward Pky, NFCID - Alpharetta - Windward Parkway Phase 2 PI
0010768 Agreement - Fin..., SRTA GTIB Grant Agreement 8-12-2014 (NFCID-Windward Pkwy)

CONSTRUCTION AGREEMENT
Between
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
and
CITY OF ALPHARETTA

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction Cluster
 CFDA # 20.219 - Recreational Trails Program

This Agreement, made and entered into this _____ day of _____ 2018, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and ALPHARETTA, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project SR 400 @ CR 9284/WINDWARD PKWY, P.I. 0010768, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b) (8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be SR 400 @ CR 9284/WINDWARD PARKWAY, as set forth in Exhibit A, WORK PLAN, which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District Seven (7) to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; FHWA guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT'S Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental and historical preservation clearances were approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree

to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", Current Edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit B, Terms and Conditions.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit B, TERMS AND CONDITIONS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 540 Calendar Days (18 months) after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit C", WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI
INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.

- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Low Bid FOUR MILLION, EIGHT HUNDRED EIGHT-TWO THOUSAND, SEVEN HUNDRED NINETY-FOUR DOLLARS & THIRTY-EIGHT CENTS (\$4,882,794.38). The total estimated cost of the PROJECT to be financed using FEDERAL/STATE program funds through the Georgia Department of Transportation is TWO MILLION, THREE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FORTY-ONE DOLLARS & TWENTY-FOUR CENTS (\$2,317,941.24), which is the total federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT'S obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the state contribution. In no event shall the Federal contribution of the project exceed Federal/State Share TWO MILLION, THREE HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FORTY-ONE DOLLARS & TWENTY-FOUR CENTS (\$2,317,941.24), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not

substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether

known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit E of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit F of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of DBE Amount FIFTEEN percent (15%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Recommended:

Department of Transportation

Alpharetta, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Mayor Jim Gilvin

Signed, sealed and delivered
This _____ day of _____,
2018, in the presence of:

Attest:

Treasurer

Witness

Notary Public

This Agreement, approved by
CITY OF ALPHARETTA, the _____
day of _____, 2018

Attest:

Name and Title

Federal Employer Identification
Number:

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Construction Cost Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace

EXHIBIT A

WORK PLAN

CITY OF ALPHARETTA

P.I. No. 0010768

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

Project consists of converting a portion of the flex lane at SR400/US19 into an auxiliary lane in addition to adding a 14' wide shoulder. The SR400/US19 northbound off ramp to Windward Parkway will be widened to provide three left turn lanes with shoulders. On Windward Parkway, westbound, an additional lane will be constructed to provide three 11-foot travel lanes with a 4-foot bicycle lane from the SR 400 northbound off ramp to Westside/Deerfield Parkway. In addition, a second left turn lane from westbound Windward to Westside Parkway will be added. Traffic signal work will be required at the intersections of Windward Parkway and SR400/US19 as well as Westside/Deerfield.

1. Traffic Control
2. Erosion Control
3. Clearing and Grubbing
4. Utility relocations
5. Shoulder/auxiliary lane work along GA400 and at the exit
6. Construct full depth pavement along Windward Parkway
7. Install traffic signals along corridor
8. Install Striping and signage
9. Complete clean up and disposal of waste materials

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during

employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the

contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the

contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach

of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of

Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records

shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall

be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall

be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the

contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or
Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA

approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended,

debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the

Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

CITY OF ALPHARETTA

P.I. No. 0010768

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed.

Construction will be completed by date stated in the contract, Article IV, Time of Performance.

Award contract	12/18/18
Construction NTP	1/21/19
Substantial Completion	7/3/20
Final Inspection	8/3/20
Punch List Complete	9/25/20

EXHIBIT D

CONSTRUCTION COST

CITY OF ALPHARETTA

P.I. No. 0010768

ITEM NO.	DESCRIPTION	APPROX QTY	UNITS	UNIT PRICE	AMOUNT
ROADWAY ITEMS:					
150-1000	TRAFFIC CONTROL	1	LS	\$ 259,408.47	\$ 259,408.47
150-5010	TRAF CTRL, PORTABLE IMPACT ATTN TP P	2	EA	\$ 2,500.00	\$ 5,000.00
163-0232	TEMPORARY GRASSING	1	AC	\$ 907.53	\$ 907.53
163-0240	MULCH	110	TN	\$ 496.86	\$ 54,654.60
163-0300	CONSTRUCTION EXIT	4	EA	\$ 1,600.00	\$ 6,400.00
163-0520	CONSTR AND REMOVE TEMP PIPE SLOPE DRAIN	150	LF	\$ 20.00	\$ 3,000.00
163-0528	CONSTR AND REM FAB CK DAM-TP	250	LF	\$ 19.67	\$ 4,917.50
163-0541	CONSTR & REM ROCK FILTER DAMS	4	EA	\$ 850.00	\$ 3,400.00
163-0550	CONS & REM INLET SEDIMENT TRAP	31	EA	\$ 136.18	\$ 4,221.58
165-0030	MAINT OF TEMP SILT FENCE, TP C	3165	LF	\$ 1.27	\$ 4,019.55
165-0041	MAINT OF CHECK DAMS-ALL TYPES	250	LF	\$ 7.28	\$ 1,820.00
165-0101	MAINT OF CONST EXIT	4	EA	\$ 800.00	\$ 3,200.00
165-0105	MAINT OF INLET SEDIMENT TRAP	31	EA	\$ 60.43	\$ 1,873.33
165-0110	MAINT OF ROCK FILTER DAMS	4	EA	\$ 350.00	\$ 1,400.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	2	EA	\$ 202.80	\$ 405.60
167-1500	WATER QUALITY INSPECTIONS	18	MO	\$ 963.30	\$ 17,339.40
171-0030	TEMPORARY SILT FENCE, TYPE C	8290	LF	\$ 3.34	\$ 27,688.60
210-0100	GRADING COMPLETE	1	LS	\$ 1,095,939.05	\$ 1,095,939.05
310-1101	GR AGGR BASE CRS, INCL MATL	6570	TN	\$ 21.97	\$ 144,342.90
402-1801	RECYL AC PATCHING, INCL BM	120	TN	\$ 203.35	\$ 24,402.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	2800	TN	\$ 78.90	\$ 220,920.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	700	TN	\$ 98.40	\$ 68,880.00
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL P-M BITUM MATL & H LIME	2600	TN	\$ 97.91	\$ 254,566.00
413-0750	TACK COAT	2150	GL	\$ 2.49	\$ 5,353.50
432-5010	MILL ASPH CONC PVMT, VARB DEPTH	23650	SY	\$ 2.86	\$ 67,639.00
439-0022	PLAIN PC CONC PVMT CL3 10 THICK	1800	SY	\$ 66.15	\$ 119,070.00
441-0004	CONC SLOPE PAVE, 4 IN	86	SY	\$ 32.88	\$ 2,827.68
441-0104	CONC SIDEWALK, 4 IN	1750	SY	\$ 29.39	\$ 51,432.50
441-0108	CONC SIDEWALK, 8 IN	300	SY	\$ 46.29	\$ 13,887.00
441-0740	CONC MEDIAN, 4 IN	390	SY	\$ 34.15	\$ 13,318.50

441-0754	CONC MEDIAN, 7 1/2 IN	300	SY	\$	56.77	\$	17,031.00
441-3999	CONCRETE V GUTTER	1000	LF	\$	33.59	\$	33,590.00
441-5004	CONCRETE HEADER CURB, 10 IN, TP 4	60	LF	\$	13.21	\$	792.60
441-6222	CON CURB & GUTTER/ 8X30 TP 2	3330	LF	\$	10.80	\$	35,964.00
441-6740	CON CURB & GUTTER/ 8X30 TP 7	2200	LF	\$	10.92	\$	24,024.00
444-1000	SAWED JOINTS IN EXIST PAVEMENTS-PCC	3000	LF	\$	2.50	\$	7,500.00
446-1100	PVMT REF FAB STRIPS, P2, 18 INCH WIDTH	1900	LF	\$	8.19	\$	15,561.00
456-2012	INTENT RUMB STRIPS - GRND - IN - PL (CONT)	1	GLM	\$	8,112.00	\$	8,112.00
500-3101	CLASS A CONCRETE	10	CY	\$	253.50	\$	2,535.00
500-3650	CLASS AA-1 CONCRETE	3	CY	\$	354.90	\$	1,064.70
500-9999	CLASS B CONC, BASE OR PVMT WIDEN	180	CY	\$	155.81	\$	28,045.80
550-1180	STORM DRAIN PIPE, 18 IN., H 1-10	2000	LF	\$	36.27	\$	72,540.00
550-1240	STORM DRAIN PIPE, 24 IN., H 1-10	10	LF	\$	48.17	\$	481.70
550-1360	STORM DRAIN PIPE, 36 IN., H 1-10	90	LF	\$	57.80	\$	5,202.00
550-1420	STORM DRAIN PIPE, 42 IN., H 1-10	10	LF	\$	86.19	\$	861.90
600-0001	FLOWABLE FILL	3	CY	\$	362.51	\$	1,087.53
603-2181	STONE DUMPED RIP RAP, TP 3, 18	50	SY	\$	70.98	\$	3,549.00
603-7000	PLASTIC FILTER FABRIC	50	SY	\$	14.20	\$	710.00
610-6605	REM LIGHTING STANDARD	11	EA	\$	1,014.00	\$	11,154.00
610-9310	REM STR SUPPORT, TP-1 116+22	1	LS	\$	5,070.00	\$	5,070.00
611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	5	EA	\$	2,788.50	\$	13,942.50
611-8050	ADJUST MANHOLE TO GRADE	2	EA	\$	912.60	\$	1,825.20
620-0100	TEMP BARRIER, METHOD NO. 1	3050	LF	\$	25.35	\$	77,317.50
621-3126	CONCRETE BARRIER, TP 26s	120	LF	\$	600.00	\$	72,000.00
634-1200	RIGHT OF WAY MARKERS	50	EA	\$	152.10	\$	7,605.00
636-1033	HWY SIGN, TP 1 MATL, REFL SH TP 9	254	SF	\$	20.28	\$	5,151.12
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	33.09	SF	\$	20.28	\$	671.07
636-1045	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	45	SF	\$	20.28	\$	912.60
636-1077	HIGHWAY SIGN ALUM EXT PL, REFL SHT, TP 9	691.5	SF	\$	30.42	\$	21,035.43
636-2070	GALV STEEL POSTS, TP 7	575	LF	\$	10.14	\$	5,830.50

638-1001	STR SUPPORT OVERHEAD SIGN, TP I, STA 105+20	1	LS	\$ 101,400.00	\$ 101,400.00
638-1002	STR SUPPORT OVERHEAD SIGN, TP I, STA 121+25	1	LS	\$ 101,400.00	\$ 101,400.00
639-2002	STEEL WIRE STRAND CABLE, 3/8	550	LF	\$ 12.17	\$ 6,693.50
639-3003	STEEL STRAIN POLE, TP III BLACK	2	EA	\$ 5,577.00	\$ 11,154.00
639-4003	STRAIN POLE, TP III	1	EA	\$ 7,605.00	\$ 7,605.00
639-4004	STRAIN POLE, TP IV 50' MAST ARM, BLACK	1	EA	\$ 10,140.00	\$ 10,140.00
639-4004	STRAIN POLE, TP IV 45' MAST ARM, BLACK	1	EA	\$ 9,633.00	\$ 9,633.00
639-4004	STRAIN POLE, TP IV 65' MAST ARM, BLACK	4	EA	\$ 19,266.00	\$ 77,064.00
639-4004	STRAIN POLE, TP IV 65'/50' MAST ARM, BLACK	1	EA	\$ 23,322.00	\$ 23,322.00
639-4004	STRAIN POLE, TP IV 65'/55' MAST ARM, BLACK	1	EA	\$ 25,350.00	\$ 25,350.00
641-1200	GUARDRAIL, TP W	1925	LF	\$ 20.28	\$ 39,039.00
641-5015	GUARDRAIL ANCHOR, TP 12A, 31 IN, TANG, E/A	1	EA	\$ 2,585.70	\$ 2,585.70
643-8200	BARRIER FENCE (ORANGE), 4 FT	750	LF	\$ 2.33	\$ 1,747.50
647-1000	TRAFFIC SIGNAL INSTALLATION NO.- 1	1	LS	\$ 60,840.00	\$ 60,840.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO.- 2	1	LS	\$ 76,050.00	\$ 76,050.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO.- 3	1	LS	\$ 81,120.00	\$ 81,120.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO.- 4	1	LS	\$ 55,770.00	\$ 55,770.00
647-2150	PULL BOX, PB - 5	2	EA	\$ 1,673.10	\$ 3,346.20
647-2151	PULL BOX, PB - 5s	4	EA	\$ 1,571.70	\$ 6,286.80
647-2170	PULL BOX, PB - 7	3	EA	\$ 1,875.90	\$ 5,627.70
652-0094	PAVEMENT MARKING, SYMBOL, TP4	5	EA	\$ 202.80	\$ 1,014.00
652-0110	PAVEMENT MARKING, ARROW, TP1	5	EA	\$ 76.05	\$ 380.25
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	6650	LF	\$ 0.30	\$ 1,995.00
652-6501	SKIP TRAFFIC STRIPE, 5 IN, WHITE	1000	GLF	\$ 0.20	\$ 200.00
653-0110	THERMO PAVEMENT MARK, ARROW, TP 1	2	EA	\$ 86.19	\$ 172.38
653-0120	THERMO PAVEMENT MARK, ARROW, TP 2	33	EA	\$ 86.19	\$ 2,844.27
653-0130	THERMO PAVEMENT MARK, ARROW, TP 3	1	EA	\$ 152.10	\$ 152.10
653-0210	THERMO PAVEMENT MARK, WORD, TP 1	6	EA	\$ 152.10	\$ 912.60
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	4000	LF	\$ 0.76	\$ 3,040.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2400	LF	\$ 0.76	\$ 1,824.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	1200	LF	\$ 8.62	\$ 10,344.00

653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	11000	LF	\$ 2.79	\$ 30,690.00
653-3501	THERMOPLASTIC SKIP TRAFFIC ST, 5 IN, WHITE	7000	GLF	\$ 0.51	\$ 3,570.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	283	SY	\$ 7.61	\$ 2,153.63
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	482	SY	\$ 7.61	\$ 3,668.02
654-1001	RAISED PVMT MARKER TP 1	2	EA	\$ 7.61	\$ 15.22
654-1003	RAISED PVMT MARKER TP 3	677	EA	\$ 7.61	\$ 5,151.97
655-7000	PAVEMENT ARROW, PERFORM PLASTIC W/RAISE REFL	2	EA	\$ 1,521.00	\$ 3,042.00
657-1085	REFORMED PLASTIC SOLID PVMT MKG, 8 IN, B/W, TP PB	4000	LF	\$ 6.59	\$ 26,360.00
657-1130	REFORMED PLASTIC SOLID PVMT MKG, 13 IN, B/W, TP PB	960	LF	\$ 10.90	\$ 10,464.00
657-3085	PREFORMED PLASTIC SKP PVMT MKG, 8 IN, B/W, TP PB	350	GLF	\$ 4.56	\$ 1,596.00
657-5003	PREFORMED PLASTIC PVMT MKG, WORD TP 1, TP PB	24	EA	\$ 760.50	\$ 18,252.00
657-5017	PREFORMED PLASTIC PVMT MKG, ARROW TP 2, WHITE, TP PB	24	EA	\$ 760.50	\$ 18,252.00
657-5018	PREFORMED PLASTIC PVMT MKG, ARROW TP 3, WHITE, TP PB	2	EA	\$ 1,521.00	\$ 3,042.00
657-8095	PREFORMED PLASTIC SKIP PVMT MKG, 13 IN, B/W, TP PB	2000	GLF	\$ 6.84	\$ 13,680.00
668-1100	CATCH BASIN, GP 1	15	EA	\$ 2,034.76	\$ 30,521.40
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	12	LF	\$ 380.25	\$ 4,563.00
668-2100	DROP INLET, GP 1	12	EA	\$ 3,092.70	\$ 37,112.40
668-2110	DROP INLET, GP 1, ADDL DEPTH	14	LF	\$ 349.83	\$ 4,897.62
668-2200	DROP INLET, GP 2	1	EA	\$ 4,056.00	\$ 4,056.00
668-2210	DROP INLET, GP 2, ADDL DEPTH	3	LF	\$ 390.39	\$ 1,171.17
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	20	LF	\$ 12.17	\$ 243.40
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	8410	LF	\$ 6.59	\$ 55,421.90
682-9020	ELEC JCT BOX	50	EA	\$ 50.70	\$ 2,535.00
682-9950	DIRECTIONAL BORE-5"	660	LF	\$ 16.22	\$ 10,705.20
682-9950	DIRECTIONAL BORE-7"	825	LF	\$ 20.28	\$ 16,731.00
700-6910	PERMANENT GRASSING	1	AC	\$ 1,472.33	\$ 1,472.33
700-7000	AGRICULTURAL LIME	4	TN	\$ 200.77	\$ 803.08
700-8000	FERTILIZER MIXED GRADE	2	TN	\$ 532.35	\$ 1,064.70
700-8100	FERTILIZER NITROGEN CONTENT	50	LB	\$ 1.88	\$ 94.00
700-9300	SOD	8000	SY	\$ 11.31	\$ 90,480.00
711-0100	TURF REINFORCING MATTING, TP 1	340	SY	\$ 5.12	\$ 1,740.80
716-2000	EROSION CONTROL MATS, SLOPES	4400	SY	\$ 0.94	\$ 4,136.00
935-1116	OUT PLNT FBR OPT CBL, LOOSE TB, SM, 72 FBR	1600	LF	\$ 1.98	\$ 3,168.00
935-1512	OUR PLNT FBR OPT CBL, DROP, SM, 12 FBR	440	LF	\$ 1.62	\$ 712.80
935-3107	FIBER OPTIC CLOSURE, UNDERGROUND, 96 FIBER	2	EA	\$ 1,014.00	\$ 2,028.00

935-4010	FIBER OPTIC SPLICE, FUSION	148	EA	\$ 40.56	\$ 6,002.88
935-8000	TESTING FIBER OPTIC SYSTEM PI#0010768	1	LS	\$ 1,216.80	\$ 1,216.80
936-8000	TESTING CCTV SYSTEM PI#0010768	1	LS	\$ 1,216.80	\$ 1,216.80
999-1500	INT COLOR HOT APP SYN ASP (STAMPED ASPHALT)	112	SY	\$ 151.09	\$ 16,922.08
999-5200	DETECTABLE WARNING SURFACE	255	SF	\$ 50.70	\$ 12,928.50
999-9000	MISCELLANEOUS CONTRUCTION	1	LS	\$ 200,000.00	\$ 200,000.00
ROADWAY COST					\$ 4,344,336.14

ITEM NO.	DESCRIPTION	APPROX QTY	UNITS	UNIT PRICE	AMOUNT
WATERLINE ITEMS:					
171-0030	TEMPORARY SILT FENCE, TYPE C	1950	LF	\$ 3.39	\$ 6,610.50
500-3101	CLASS A CONCRETE	10	CY	\$ 202.80	\$ 2,028.00
600-0001	FLOWABLE FILL	50	CY	\$ 73.62	\$ 3,681.00
611-8050	ADJUST MANHOLE TO GRDE	2	EA	\$ 811.20	\$ 1,622.40
611-8120	ADJUST WATER METER BOX TO GRADE	6	EA	\$ 152.10	\$ 912.60
611-8140	ADJUST WATER VALVE BOX TO GRADE	6	EA	\$ 152.10	\$ 912.60
615-1000	JACK OR BORE PIPE (18" STEEL CASING)	320	LF	\$ 172.38	\$ 55,161.60
670-1060	WATER MAIN, 6 IN (DIP)	30	LF	\$ 55.77	\$ 1,673.10
670-1080	WATER MAIN, 8 IN (DIP)	100	LF	\$ 81.12	\$ 8,112.00
670-1120	WATER MAIN, 12 IN (DIP)	1950	LF	\$ 76.05	\$ 148,297.50
670-1600	CUT & PLUG EXISTING WATER MAIN	6	EA	\$ 2,535.00	\$ 15,210.00
670-2002	VALVE MARKER	30	EA	\$ 73.87	\$ 2,216.10
670-2060	GATE VALVE, 6 IN	1	EA	\$ 912.60	\$ 912.60
670-2080	GATE VALVE, 8 IN	1	EA	\$ 1,216.80	\$ 1,216.80
670-2120	GATE VALVE, 12 IN	6	EA	\$ 3,549.00	\$ 21,294.00
670-2500	INSERTION VALVE-(8-12) IN DIA	4	EA	\$ 15,210.00	\$ 60,840.00
670-3066	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN	2	EA	\$ 3,244.80	\$ 6,489.60
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN	6	EA	\$ 1,284.40	\$ 7,706.40
670-3108	TAPPING SLEEVE & VALVE ASSEMBLY, 10 IN X 10 IN	2	EA	\$ 2,281.50	\$ 4,563.00
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN	3	EA	\$ 3,650.40	\$ 10,951.20
670-4000	FIRE HYDRANT	5	EA	\$ 3,244.80	\$ 16,224.00
670-5000	WATER SERVICE LINE 1 1/2 IN	30	LF	\$ 111.54	\$ 3,346.20
670-5010	WATER SERVICE LINE, 1 IN	30	LF	\$ 91.26	\$ 2,737.80
670-5020	WATER SERVICE LINE, 2 IN	30	LF	\$ 111.54	\$ 3,346.20
670-5620	WATER SERVICE LINE, 3/4 IN	30	LF	\$ 91.26	\$ 2,737.80
670-7000	STEEL CASING 18 IN	320	LF	\$ 91.26	\$ 29,203.20
670-9710	RELOCATE EXISTING FIRE HYDRANT	1	EA	\$ 1,521.00	\$ 1,521.00
670-9720	RELOCATE EXISTING WATER VALVE, INCL BOX	6	EA	\$ 608.40	\$ 3,650.40
670-9730	RELOCATE EXISTING WATER METER, INCL BOX	6	EA	\$ 608.40	\$ 3,650.40
670-9734	RELOCATE EXISTING WATER METER, INCL BYPASS & VAULT	1	EA	\$ 13,182.00	\$ 13,182.00
670-9920	REMOVE EXISTING FIRE HYDRANT	1	EA	\$ 507.00	\$ 507.00
999-9001	TASK ALLOWANCE	1	LS	\$ 50,000.00	\$ 50,000.00
					\$ 490,517.00

163-0232	TEMPORARY GRASSING	0.05	AC	\$ 9,126.00	\$ 456.30
163-0240	MULCH	0.6	TN	\$ 1,673.10	\$ 1,003.86
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	2	EA	\$ 344.76	\$ 689.52
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	50	LF	\$ 1.27	\$ 63.50

165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	2	EA	\$ 60.43	\$ 120.86
171-0030	TEMPORARY SILT FENCE, TYPE C	100	LF	\$ 3.39	\$ 339.00
310-1101	GR AGGR BASE CRS, INCL MATL	75	TN	\$ 21.97	\$ 1,647.75
400-3206	ASPH CONC 12.5 MM OGFC, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	80	TN	\$ 173.95	\$ 13,916.00
430-0200	PLAIN PC CONC PVMT, CL 1 CONC, 10 INCH THK	100	SY	\$ 66.15	\$ 6,615.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	925	SY	\$ 7.51	\$ 6,946.75
441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	80	LF	\$ 15.00	\$ 1,200.00
444-1000	SAWED JOINTS IN EXIST PAVEMENTS-PCC	125	LF	\$ 2.54	\$ 317.50
611-5551	RESET SIGN	2	EA	\$ 1,521.00	\$ 3,042.00
652-0094	PAVEMENT MARKING, SYMBOL, TP 4	1	EA	\$ 202.80	\$ 202.80
652-0110	PAVEMENT MARKING, ARROW, TP 1	1	EA	\$ 76.05	\$ 76.05
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE (High Build Paint)	300	LF	\$ 0.30	\$ 90.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	2	EA	\$ 86.19	\$ 172.38
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	40	LF	\$ 0.76	\$ 30.40
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	140	GLF	\$ 0.51	\$ 71.40
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	29	SY	\$ 7.61	\$ 220.69
654-1003	RAISED PVMT MARKERS TP 3	3	EA	\$ 7.61	\$ 22.83
654-1008	RAISED PVMT MARKERS TP 8	23	EA	\$ 40.56	\$ 932.88
657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	75	LF	\$ 6.59	\$ 494.25
657-3085	PREFORMED PLASTIC SKIP PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	35	GLF	\$ 4.56	\$ 159.60
657-5001	PREFORMED PLASTIC PAVEMENT MARKING, WHITE, TP PB	145	SY	\$ 35.49	\$ 5,146.05
657-5005	PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYM, CONTRAST (BLACK-WHITE), TP PB	1	EA	\$ 1,521.00	\$ 1,521.00
700-7000	AGRICULTURAL LIME	0.06	TN	\$ 200.77	\$ 12.05
700-8000	FERTILIZER MIXED GRADE	0.02	TN	\$ 532.35	\$ 10.65
700-8100	FERTILIZER NITROGEN CONTENT	1	LB	\$ 1.88	\$ 1.88
700-9300	SOD	90	SY	\$ 26.87	\$ 2,418.30
BID ALTERNATE ITEMS #2					\$ 47,941.24

PROJECT TOTAL

\$ 4,882,794.38

EXHIBIT E

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of this contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of the City of Alpharetta whose address is 2 Park Plaza, Alpharetta, Georgia 30009 that: and it is also

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

APPENDICES

Appendix A	Sponsor Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Department of Transportation - State of Georgia
Appendix C	Certification of SPONSOR

APPENDIX A
CITY OF ALPHARETTA
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Mayor, Jim Gilvin and duly authorized representative of the City of Alpharetta, whose address is 2 Park Plaza, Alpharetta, GA 30009, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- 2) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 4) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 5) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____

(Seal)

Instructions for Appendix A Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as

provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX C

CERTIFICATION OF ALPHARETTA

STATE OF GEORGIA

I hereby certify that I am the Mayor of the City of Alpharetta in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

CITY OF ALPHARETTA MAYOR

MEMORANDUM OF UNDERSTANDING

Between the City of Alpheretta (hereinafter the CITY) by and through its Transportation Department
And
Fulton County (hereinafter the COUNTY) by and through its Department of Public Works

Project: **Windward Pky From Dearfield to SR 400 Improvement**
County: Fulton
Project No: **PI-0010768**

Whereas, the CITY **proposes to contract** to undertake a project to construct the **Windward Pky** Improvements Project (hereinafter, "Project") through its competitive bidding procedures, as shown on the Construction Plan attached hereto as Exhibit "A"; and

Whereas, the COUNTY has the following utility (Sewer and Water) facilities which must be adjusted or relocated as a result of the proposed Project: The facilities include fire hydrant, water valves, water valve box, manhole and water meters as shown on construction plans; and

Whereas, the COUNTY and the CITY agree that the CITY, through its Contractor, can adjust and relocate the COUNTY's facility in a more economical and efficient manner without disruption to the Project; and

Whereas, the COUNTY and the CITY find it is advantageous to both parties to have this work included in the contract to be let to bid by the CITY;

Now Therefore, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following is hereby mutually agreed to and understood by both Parties:

1. The CITY **shall undertake** the contracting for the Project and assume responsibility for its management and completion.
2. The COUNTY **shall undertake** the design and **shall submit** a cost estimate to the City for its utility relocation based on GDOT specifications, any additional plans and specifications prepared by the County, and mean item summary.
3. The plans and estimate for the utility work **shall be subject to approval** by representatives of both the CITY and the COUNTY prior to advertising for bids.
4. All work, necessary for the adjustment or relocation of the described utilities in accordance with the final plans **shall be** included in the CITY's contract and let to bid by the CITY.
5. All construction, engineering and contract supervision for the project shall be the responsibility of the CITY. The COUNTY shall be responsible to assure that all utility work is accomplished in accordance with the plans and specifications. The CITY shall consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's facilities.
6. The COUNTY shall have the right to visit and to inspect the work at any time and to advise the CITY'S Engineer-in-Charge of any observed discrepancies or potential problems.
7. The COUNTY and the CITY shall respond, in a timely manner, to any issue that may arise during the construction phase. All reasonable efforts shall be made not to delay the contractor.

8. Upon completion of the work and upon certification by the CITY's and COUNTY's Engineers that the work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted and additional facilities and will thereafter operate and maintain said facilities without further cost to the CITY or its contractor.
9. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified utility relocations for this project that are completed to the satisfaction of the COUNTY and in accordance with the plans and specifications. The COUNTY costs are estimated to be **\$511,300.00**. Before any work is performed on the Project that will require the COUNTY to reimburse the CITY beyond the aforementioned **\$511,300.00**, the CITY shall provide thirty (30) days advance notice to the COUNTY, and obtain the COUNTY's written permission, before proceeding. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within forty-five (45) days after request by the CITY.
10. The CITY shall ensure that any contractor retained to provide construction or other services related to the work contemplated in this MOU shall obtain liability insurance in an amount not less than One Million Dollars, and shall name the COUNTY as its additional insured in its certificate, which must be delivered to the COUNTY prior to the commencement of the construction work for the Project. Furthermore, the CITY has included provisions in its contract with the selected Contractor, requiring that the Contractor shall indemnify and hold harmless the COUNTY as well as the COUNTY's commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage (except that no party shall be indemnified for their own negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY arising there from. Nothing herein shall be construed as a waiver of either the CITY's or the COUNTY's sovereign immunity.
11. CITY and COUNTY agree that either Party may terminate this Agreement for convenience upon one hundred eighty (180) days written notice provided to the other party; provided, however, that the Parties acknowledge and agree that termination shall have no effect on existing installed infrastructure or CITY's or COUNTY's ability to provide water, sewer or fire hydrant Service to existing customers and otherwise maintain and repair all installed infrastructure as of the date of termination.
12. Enforcement; Waiver. The failure on the part of any Party to enforce any provision of this Agreement shall not be construed as a waiver of that Party's rights to enforce such provisions in the future. A waiver of any term of this Agreement on the part of any Party in one case shall not be construed as a waiver in any other and shall not affect any other term of this Agreement.
13. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other.
14. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, CITY's and COUNTY's respective successors, heirs and assigns.
15. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all previous or contemporaneous oral or written communications, representations, or agreements pertaining to the subjects addressed herein.

16. Other Agreements. All other prior or concurrent agreements between CITY and COUNTY on separate subjects or subject matters shall remain in full force and effect. This Agreement is separate and independent from any such agreement. No termination of any such other agreement shall constitute a termination of this Agreement. No invalidity of any such other agreement shall affect the validity of this Agreement.
17. Recordkeeping. Both parties agree that the public shall have access, at all reasonable times, to all documents and information pertaining to the services provided hereunder, subject to the provision of O.C.G.A. § 50-18-70, *et seq.*, and CITY agrees to require any independent contractor providing services hereunder to allow access by COUNTY and the public to all documents subject to disclosure under applicable law. CITY further agrees to require any independent contractor providing services hereunder to retain all public records in accordance with applicable records retention and disposal requirements, including but not limited to O.C.G.A. § 50-18-90, *et. seq.*, and the Georgia Administrative Code.
18. Notices. All notices given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, or by utilizing the services of a nationally recognized overnight courier service with signed verification of delivery. Notices shall be deemed given only when actually received at the address first given below with respect to each Party.

Notices required to be given to the CITY pursuant to this Agreement shall be addressed as follows:

Mayor
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

With copies to:

City Administrator
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Notices required to be given to FULTON COUNTY pursuant to this Agreement shall be addressed as follows:

Vice-Chairman
Fulton County Board of Commissioners
141 Pryor Street, S.W., 10th Floor
Atlanta, Georgia 30303

With copies to:

Director
Fulton County Department of Public Works
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303

Future changes in address shall be effective only upon written notice being given by CITY to COUNTY or by COUNTY to CITY via one of the delivery methods described in this Section.

- 19. Governing Law and Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Georgia, and proper venue for any actions arising out of this Agreement shall be in the Superior Court of Fulton County.
- 20. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third-parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- 21. Amendment. This Agreement may be modified at any time upon mutual written consent by resolutions of CITY's City Council and FULTON COUNTY'S Board of Commissioners.

APPROVED FOR THE CITY BY:

 David Belle Isle
 Mayor, City of Alpharetta

 (Date)

Attest:

 City Clerk

Approved As To Form:

Approved As To Content:

By: _____
 C. Sam Thomas, City Attorney

By: _____
 Pete Sewczwicz, Director of Engineering & Public Works

APPROVED FOR THE COUNTY BY:

Attest:

FULTON COUNTY, GEORGIA

 Tonya R. Grier, Interim Clerk to the commission

By: _____
 Bob Ellis, Board of Commissioners

Approved As to Form:

Approved As To Content:

By: _____
 Office of the County Attorney

 David E. Clark, P.E.
 Director, Department of Public Works

AGREEMENT
BETWEEN
CITY OF ALPHARETTA
AND
NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement (hereinafter referred to as "Agreement") is made and entered into effective the date last signed below (hereinafter referred to as "Effective Date"), by and between the CITY OF ALPHARETTA, GEORGIA, acting by and through its Mayor (hereinafter referred to as "CITY"), and the NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Alpharetta, City of Roswell, and City of Milton (hereinafter referred to as "CID").

WHEREAS, the CID and the CITY desire to improve transportation facilities consisting of construction of SR 400 Auxiliary Lane and Exit Ramp at CS 9284/Windward Parkway Phase 2 , P.I. 0010768 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the budget estimate for the construction of the PROJECT is \$4,901,794.38 and

WHEREAS, the CITY will let the PROJECT and manage its construction, and the CID will fund Atkins as the construction and grants compliance manager for the use of the CITY in managing the construction of the PROJECT and ensuring compliance with all applicable grant requirements; and

WHEREAS, the Georgia Department of Transportation (hereinafter referred to as "GDOT") will fund \$2,317,941.24 of the PROJECT utilizing federal program funds through a Construction Agreement with the CITY (hereinafter referred to as "Federal Funding"); and

WHEREAS, Fulton County Water and Sewer will fund \$490,517.00 of the PROJECT

directly with the CITY (hereinafter referred to as "FCWS Funding"); and

WHEREAS, Fulton County has funded \$500,000 of the PROJECT directly to the CID (hereinafter referred to as "County Funding"); and

WHEREAS, the CID will utilize \$481,000.00 of the County Funding for construction of the PROJECT; and

WHEREAS, the CID will utilize the remainder of the County Funding to pay \$11,373.00 to Georgia Power Company, \$6,983.55 to Sawnee EMC for utility relocation to enable construction of the PROJECT, and budget \$643.45 as a contingency for utility relocation to enable the construction of the PROJECT; and

WHEREAS, the CID has been granted a Georgia Transportation Infrastructure Bank grant in the amount of \$1,433,200.00 (hereinafter referred to as "GTIB Funding") for construction of the PROJECT; and

WHEREAS, the CID will fund an additional \$160,136.14 (hereinafter referred to as "CID Construction Funding") for construction of the PROJECT; and

WHEREAS, the CITY is the local sponsor for the PROJECT; and

WHEREAS, the CITY and CID wish to contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, § III, ¶ I (a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the CITY and the CID hereby agree each with the other as follows:

1. The CITY shall undertake and assume the responsibilities of the Local Government for the PROJECT and perform as the sponsor.

2. The CITY will complete the timely acquisition and certification of right of way and easements, resolve utility conflicts, and will contract with the contractor to construct the PROJECT.

3. The CID will fund additional engineering if necessary to revise the construction plans, and will

fund Atkins as the construction and grants compliance manager for the use of the CITY in managing the construction of the PROJECT and ensuring compliance with all applicable grant requirements.

4. The CID will reimburse the CITY for construction costs to the extent of GTIB Funding in the amount of \$1,433,200.00, will reimburse the CITY for construction costs utilizing up to \$481,643.45 of the County Funding, and will reimburse the CITY for construction costs up to an additional \$160,136.14 as CID Construction Funding.

5. The CID will utilize the remainder of the County Funding to pay up to \$11,373.00 to Georgia Power Company and up to \$6,983.55 to Sawnee EMC for utility relocation to enable construction of the PROJECT.

6. The CITY will assist the CID in providing documentation and proof necessary for the CID to obtain draws of GTIB Funding, and will not cause the CID to be ineligible to draw down said GTIB Funding.

7. The CITY will comply with its Construction Agreement with GDOT and will not cause the PROJECT to be ineligible for Federal Funding or State Funding.

8. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the CITY and the CID have caused the AGREEMENT to be executed under seal by their duly authorized representatives.

{Signatures on following page 4}

CITY OF ALPHARETTA

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

RECOMMENDED:

Director of Engineering & Public Works

REVIEWED AS TO LEGAL FORM:

City Attorney

**NORTH FULTON COMMUNITY
IMPROVEMENT DISTRICT**

BY: _____
Chairman

Date: _____

GEORGIA TRANSPORTATION INFRASTRUCTURE BANK AGREEMENT FOR GRANT PROGRAM

THIS AGREEMENT FOR GRANT PROGRAM (the "Agreement"), dated ~~August~~^{August 13} 2014 (the "Effective Date") is made by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority ("SRTA") (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as "GTIB"), and North Fulton Community Improvement District (the "Recipient"). The GTIB and Recipient may be referred to collectively as the "Parties" and individually as the "Party."

WHEREAS, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

WHEREAS, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia government units with grants for the construction of certain eligible transportation projects; and

WHEREAS, Recipient represents to the GTIB that Recipient is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

- 1. DEFINITIONS.** Any capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in Exhibit A.
- 2. PROJECT.** Recipient seeks partial funding for the project listed in **Exhibit B**, attached hereto and incorporated herein (the "Project"). The Project Scope is detailed in **Exhibit B**. Recipient shall notify the GTIB of any change to the Project Scope upon the earlier of (a) seven (7) business days after Recipient is aware of the circumstances requiring such change or (b) Recipient's execution of documentation reflecting such change. After evaluation of the change, the GTIB shall advise the Recipient as expeditiously as possible if the change will result in a default of this Agreement pursuant to **Section 15 (Event of Default/Remedies)**.
- 3. GRANT AND ACCEPTANCE.** The GTIB hereby makes and Recipient hereby accepts this grant for a transportation project ("Grant") in the Grant Amount for the Grant Purpose upon the terms and conditions of this Agreement. The Recipient agrees that the Grant Amount (a) will be spent pursuant to the breakdown set forth in **Exhibit B** and pursuant to the terms of this Agreement and (b) will not be used for expenses already incurred or paid for by Recipient before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the GTIB. If Recipient does not use the Grant Amount pursuant to the breakdown set forth in **Exhibit B**, then Recipient shall advise the GTIB immediately of such change. Any revision to the breakdown of the Grant Amount as set forth in **Exhibit B** must be agreed to by the Parties and evidenced by an amendment to this Agreement. In the event a reallocation cannot be agreed to or a reallocation is not otherwise needed, then the Recipient's authority to expend or contractually obligate the unencumbered Grant Amount will expire upon notification to the Recipient by the GTIB. If the GTIB delivered the Grant Amount to the Recipient, then that portion of the Grant Amount that will not be reallocated must be repaid to the GTIB no later than thirty (30) days after notification to the Recipient by the GTIB.
- 4. PROJECT BUDGET.** The Project Budget is set forth in **Exhibit B**. Recipient has already obtained or otherwise received commitments for other funding for the Project (collectively, "Other Funding"), which Other Funding is more specifically set forth in the grant application and associated documentation completed by Recipient and furnished to the GTIB prior to the Effective Date (collectively, "Grant Application"), which Grant Application is incorporated herein by reference as **Exhibit C**. Recipient must notify the GTIB within 15 days of any changes to the Project Budget that may result in the reduction and/or elimination of some or all of the Other Funding or the Grant Amount.

5. DEADLINES.

5.1. Expend/Obligate Grant Amount. Recipient must expend or contractually obligate the full amount of the Grant Amount no later than the Expiration Date. On the Expiration Date, Recipient's authority to expend or obligate contractually the unencumbered Grant Amount will expire. The Expiration Date may be extended by one year only upon mutual written consent, in the form of an amendment to this Agreement, signed by both Parties.

5.2. Duty to Wrap Up. Recipient will manage the Project, retain a contractor to manage the Project, or contract with a governmental unit to manage the Project and impose terms in any related contracts so as to fulfill the Grant Purpose within six (6) months of the Expiration Date ("Wrap Up Date"). No later than thirty (30) days following the Wrap Up Date, Recipient must return to GTIB any unspent Grant Amount, whether contractually obligated or not, unless the GTIB consents, in its sole discretion, to a new deadline in writing.

6. **GRANT CONTINGENCY FUNDS**. If Recipient designates and the GTIB approves all or a portion of the Grant Amount to be used for a reserve (e.g., use in the event of an item overrun) or other contingency, as more specifically set forth in the Grant Application ("Grant Contingency Funds"), and a portion of the Grant Contingency Funds remain unencumbered upon the earlier of the completion of the phase in which the contingency was allocated or upon the Expiration Date ("Expiration of Grant Contingency Funds"), then upon the Expiration of the Grant Contingency Funds the Recipient's authority to expend or contractually obligate the unencumbered Grant Contingency Funds will expire. If the GTIB delivered Grant Contingency Funds to the Recipient pursuant to **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**, then that portion of the Grant Contingency Funds that Recipient has not spent or contractually obligated by the Expiration of Grant Contingency Funds, must be repaid to the GTIB no later than thirty (30) days after the Expiration of Grant Contingency Funds.

7. ACCOUNTABILITY.

7.1. Accounting. Recipient will account for the Grant Amount in accordance with generally accepted governmental accounting standards. Recipient will also account for the Grant Amount and keep track of the application of the Grant Amount in such a way that Recipient's receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Grant Amount, Recipient will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

7.2. Audit. Recipient will allow and cooperate with any audit or investigation of grant administration requested or undertaken by the GTIB, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Grant Amount, Recipient will require such parties to allow and cooperate with such audits. The requirements of this **Paragraph 7.2** are in addition to those contained in **Paragraphs 8.4 (Verification) and 8.5 (Disbursement of Grant Amount)**.

7.3. Records Retention. Recipient will maintain the records described in **Paragraph 7.1 (Accounting)** for at least five (5) years after the latter to occur: Recipient has fully spent the Grant Amount or the Project in its entirety is completed.

7.4. Written Contracts. Any expenditure or obligation of the Grant Amount by Recipient to a third party must be pursuant to a written contract.

7.5. Statutory Certification.

7.5.1. Grants in Excess of \$5,000. If the Grant Amount is greater than \$5,000, then this Grant is conditioned upon receipt by the State Auditor of the properly completed grant certification form or forms as required by O.C.G.A. § 36-81-8.1. The GTIB believes that **Exhibit D**, attached hereto and incorporated herein, is the current *Grant Certification Form and Independent Accountant's Report* designated by the State Auditor, but Recipient must determine from the State Auditor the correct form to use at the time for submission. Recipient must cause the Grant Certification Form and Independent Accountant's Report to be filed with the State Auditor for each fiscal year in which Recipient expends all or a portion of the Grant Amount and/or after which Recipient has an unexpended balance in Grant Amount. The Grant

Certification Form and Independent Accountant's Report must be filed with the State Auditor in conjunction with the periodic audits or reports required of Recipient under O.C.G.A. § 36-81-7 by the time such audit or report is due, annually unless Recipient qualifies and elects to proceed with a biennial audit under O.C.G.A. § 36-81-7(a)(2).

7.5.2. Grants of \$5,000 or less. If the Grant Amount is equal to or less than \$5,000, Recipient must submit to the State Auditor the properly completed grant certification form required by subsection (b) of O.C.G.A. § 36-81-8.1 and **Paragraph 7.5.1 (Grants in Excess of \$5,000)**, except that Recipient may certify alone that the Grant Amount was used solely for the Grant Purpose without certification by its independent auditor.

7.6. Quarterly Project Status Update. Commencing three (3) months after the Effective Date and continuing every three (3) months thereafter through and until the expiration of this Agreement or the completion of the Project, whichever occurs first, the Recipient shall complete the Quarterly Project Status Update using the form attached as **Exhibit E**, and forward the same to: Director of Marketing and Communications, SRTA, 47 Trinity Ave., 4th Floor, Atlanta, GA 30334.

8. PAYMENT.

8.1. Draw Request. The GTIB agrees to make disbursements of the Grant Amount to the Recipient in accordance with Paragraph 8 and the Project Budget. To the extent Recipient seeks Grant Contingency Funds, Recipient shall follow the procedures set forth in **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**. Recipient shall deliver to the GTIB a draw request in the same form as is attached hereto as **Exhibit F** and incorporated herein ("Draw Request") no later than 5:00 P.M. on the 20th day of each month subsequent to the month in which work was performed that will be paid for, in whole or in part with the Grant Amount. Supporting documentation, as is more detailed in **Exhibit F**, shall be submitted with each Draw Request. Each Draw Request must be signed by an authorized representative of the Recipient. Recipient must also attach to each Draw Request a completed Project Engineer certification in the same form as set forth in **Exhibit G**, attached hereto and incorporated herein, and signed by the Project Engineer.

8.2. Monthly Draws. The Recipient shall submit a Draw Request not more frequently than monthly.

8.3. Monitoring Audits. Upon request, the Recipient agrees to provide the GTIB or the GTIB's designee with any information the GTIB deems necessary to monitor the performance of this Agreement, and further agrees that the Grant Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Recipient under this grant Agreement. The Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify Recipient from receiving any further grants or loans from the GTIB or further payments pursuant to this Grant Agreement until such time as the GTIB, in its sole determination, satisfactorily resolves any issues.

8.4. Verification. The GTIB or its designee shall have the right but not the obligation, to verify the contents of each Draw Request or Recipient's compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Recipient, its contractors or the Project Engineer questions concerning the Project or this Agreement. Recipient agrees that it will cooperate with and assist the GTIB in all ways reasonably necessary to allow the GTIB to perform verification and respond to any of the GTIB's questions within seven (7) Business Days of the GTIB's request. If GTIB cannot verify the contents of any Draw Request or verify that Recipient is complying with the terms of this Agreement, then the GTIB will advise the Recipient of its findings. The Recipient shall then have ten (10) Business Days in which to submit additional information or perform certain actions so that the GTIB is able to verify compliance. If the GTIB is still unable to verify compliance as set forth above or if the Recipient did not furnish any additional information, then the GTIB will disapprove the Draw Request and/or pursue its rights under **Section 15 (Events of Default/Remedies)**.

8.5. Disbursement of Grant Amount. Provided all the conditions in **Section 8 and Exhibit F** have been met to GTIB's satisfaction, and Recipient is not otherwise in breach of this Agreement, the GTIB will approve

disbursement within ten (10) Business Days of the later of verification, if any, undertaken by the GTIB pursuant to **Paragraph 8.4 (Verification)** or GTIB's receipt of a correct and complete Draw Request. If a particular line item of work is being paid by Recipient on a lump sum basis, the amount due to the Recipient each month for such work will be determined by the percentage of that work completed, or task milestones or deliverables achieved. Within twenty-one (21) Days from the GTIB's approval of a Draw Request, the GTIB will transfer payment as set forth above to the account designated by the Recipient. Disbursement of all or a portion of the Grant Amount shall not be interpreted as GTIB's acceptance or agreement that the work was performed in compliance with this Agreement or with any other applicable law, rule, regulation or ordinance, regardless of whether the GTIB performed monitoring/audits set forth in **Paragraph 8.3 (Monitoring, Audits)** or verification set forth in **Paragraph 8.4 (Verification)**.

8.6. Disbursement of Grant Contingency Funds. If the GTIB agrees to disburse the Grant Contingency Funds prior to Recipient expending or contractually obligating the Grant Contingency Funds, then no later than fourteen (14) Days after each disbursement to Recipient of the Grant Contingency Funds, Recipient shall forward to the GTIB an invoice containing the same information as required in **Paragraph 8.1 (Draw Request)**.

8.7. Source of Grant Amount. The GTIB's commitment to make distribution of the Grant Amount to the Recipient shall be a limited obligation of the GTIB, to be funded solely from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

9. PROJECT COMPLETION. Recipient anticipates that the Project will be completed by the Completion Date set forth in **Exhibit B**. Recipient shall notify the GTIB in writing of any changes to the Completion Date.

10. WAIVER/INDEMNIFICATION.

10.1. Waiver. The Recipient expressly acknowledges that the GTIB Parties in passing through the Grant Amount to Recipient, have neither assumed nor undertaken any legal duties to the Recipient or to any third party. The Recipient waives, releases, relinquishes, and discharges any and all claims or demands against the GTIB Parties for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Recipient and even if the GTIB Parties knew the existence of such claims. Recipient further understands and agrees that monitoring, auditing and/or verification performed by the GTIB pursuant to **Paragraphs 8.3 (Monitoring, Audits) and 8.4 (Verification)** is solely for GTIB's use and shall not be interpreted or used by Recipient (i) as GTIB's approval or acceptance of the work in compliance with this Agreement or in compliance with any applicable laws, rules, regulations and ordinances or (ii) for any other use. Recipient further waives as against the GTIB Parties all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to reasonable attorneys' or experts' fees, and damages of any kind related in any way to such verification or certification.

10.2. Indemnification. Recipient hereby agrees to indemnify, defend, protect, and save harmless the GTIB Parties of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage, fines, fees, and expenses, including but not limited to reasonable attorneys' and experts' fees, personal injury, including but not limited to death, and real and personal property damages caused by (a) any act or omission of Recipient, its agents, employees, contractors, subcontractors, suppliers, or others working at the direction of the Recipient or its contractor or any other person or entity working on Recipient's behalf (collectively, "Recipient Parties") or (b) the breach of this Agreement by Recipient. This indemnification applies even if a tort or negligent act of the GTIB Parties is partially responsible for the situation giving rise to the claim, but in such event this indemnification applies only to the extent of Recipient Parties' act(s) or omission(s) giving rise to the claim. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the GTIB of Administrative Services of the State of Georgia (collectively, the "STC Fund"), the Recipient agrees to reimburse the STC Fund for any monies paid out by the STC Fund related to or arising out of this Agreement.

10.3. Limitation of Liability. In no event shall the GTIB Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits, lost funding, lost use of any facilities, or lost taxes, arising out of this Agreement. Subject to the provisions in this **Section 10 (Waiver/Indemnification)**,

any GTIB liability shall be a limited obligation of the GTIB that in no event shall exceed the unused portion of the Grant Amount; provided further that such amount may only be funded from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

11. CONFLICTS OF INTEREST. The Recipient hereby attests that all of the officials of the Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

12. LAWS, ETC. The entirety of the Project shall be constructed in accordance with all applicable federal, State and local laws, rules, regulations and ordinances and as otherwise set forth in the Grant Documents.

13. ENFORCEABLE AND LEGALLY BINDING ACTIONS. By entering into this Agreement, Recipient undertakes to have complied with all law applicable to its participation in the Agreement and to make the Agreement binding, including proper meeting conduct (in compliance with open meeting law requirements and otherwise) and with proper entries into its minutes.

14. WARRANTY. Recipient represents and warrants to the GTIB:

14.1. Grant Documents. The Grant Documents, the consummation of the transactions therein contemplated, and the compliance with all of the provisions thereof are the valid, legal, binding, and enforceable obligations of the Recipient. The officials of the Recipient executing the Grant Documents are fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Recipient to execute the Grant Documents on behalf of the Recipient.

14.2. Recipient Status. The Recipient has been duly created and is validly existing according to all State and local laws, rules, regulations and ordinances.

14.3. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default as defined in Section 15 (Events of Default/Remedies) or that, with the lapse of time or with the giving of notice or both, would become an Event of Default.

14.4. Compliance with Law. To the knowledge of the Recipient, after making due inquiry with respect thereto, the Recipient is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the Project is subject and has not failed to obtain any licenses, permits, or other governmental authorizations (which are presently obtainable) necessary to the Project or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the Project, and there have been no citations, notices, or orders of noncompliance related to the Project and issued to the Recipient under any such law, ordinance, rule, or regulation, except as disclosed in writing to the GTIB.

14.5. Disclosure. The representations of the Recipient contained in the Grant Documents and any certificate, document, written statement, or other instrument furnished by or on behalf of the Recipient to the GTIB in connection with the transactions contemplated hereby, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Recipient has not disclosed to the GTIB in writing that materially and adversely affects or in the future may (so far as the Recipient can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the ability of the Recipient to perform its obligations under the Grant Documents or any of the documents or transactions contemplated therein, which has not been set forth in writing to the GTIB or in the documents and instruments furnished to the GTIB by or on behalf of the Recipient prior to the Effective Date.

14.6. Project Compliance. The Project complies or will comply with all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, ordinances and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

14.7. Financial Statements. The financial statements of the Recipient that have been provided to the GTIB in connection with the Grant present fairly the financial position of the Recipient as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Since the date of the most recent annual financial statements for the Recipient delivered to the GTIB in connection with the Grant, there has been no material adverse change in the Recipient's financial condition, assets, management, control, operations, or prospects.

14.8. Grant Application. (i) All of the information contained in the Grant Application was, as of the date the Grant Application, and will remain, until the termination of this Agreement, complete, accurate and correct in every way, and (ii) the Recipient is not aware of any circumstances that may cause any information included in the Grant Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

14.9. Draw Request. All of the information that will be included in each Draw Request pursuant to Paragraph 8.1 (Draw Request) and the certifications furnished to GTIB as required in Paragraph 8.1 (Draw Request) will be true and correct in every way and form.

14.10 Reaffirmation. Each Draw Request by the Recipient pursuant to Section 8 (Payment) shall constitute a representation and warranty by the Recipient to the GTIB that the foregoing statements are true and correct on and as of the Effective Date as well as on and as of the date of the draw request.

15. EVENTS OF DEFAULT/REMEDIES.

15.1. Event of Default. Each of the following events shall constitute an Event of Default:

15.1.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with Paragraph 7.5 (Statutory Certification);

15.1.2. Non-conforming Use. All or a portion of the Grant Amount was or will be spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement, which default shall continue for three (3) Business Days after the GTIB gives the Recipient written notice thereof;

15.1.3. Revised Project Scope. There is a change in the Project Scope such that the revised Project Scope, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.4. Revised Project Budget. A change in the Project Budget such that the revised budget, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.5. Breach of Representation or Warranty. Any representation or warranty made by the Recipient in any Grant Document that is false or misleading in any material respect; or

15.1.6. Additional Breach. Any default by the Recipient in the performance or observance of any term, condition or provision contained in any Grant Document and not referred to in Paragraphs 15.1.1. through 15.1.5. above, which default shall continue for thirty (30) Business Days after the GTIB gives the Recipient written notice thereof. If SRTA believes Recipient is using its best efforts to cure any breach included in this Paragraph 15.1.6., then SRTA, in its sole discretion, may extend in writing the cure period provided for herein.

15.2. Remedies. If one or more Events of Default should occur, then the GTIB may declare the Recipient to be in default hereunder, and immediately exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the GTIB may have:

15.2.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)** will result in Recipient's forfeiture of the Grant and the Grant Amount, whether paid to Recipient or not and whether spent, unspent, or contractually obligated. Upon demand, Recipient will repay and return to the GTIB the amount of any Grant Amount paid to Recipient.

15.2.2. Non-conforming Use. Recipient must repay the GTIB that portion of the Grant Amount spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement no later than the end of the month following any such expenditure or contractual commitment.

15.2.3. Return of Grant Amount. Upon demand, Recipient must repay the GTIB any and all portions of the Grant Amount forwarded to the Recipient by the GTIB.

15.2.4. Withholding of State Funds. If the Recipient fails to repay the GTIB all or a portion of the Grant Amount as required in the Agreement, then the GTIB shall notify the appropriate State officials who shall withhold all or a portion of the funds of the State and all funds administered by the State and its agencies, boards, and instrumentalities allotted or appropriated to Recipient and/or to the government under which Recipient operates and apply an amount of such withheld funds that is necessary to the payment of the amount due under this Agreement.

15.2.5. Withholding of Grants for Unresolved Findings. The GTIB may in its sole discretion withhold from Recipient any other grants so long as any audit or report findings respecting the Grant remain unresolved as determined by the GTIB in its sole discretion or during any other time in which Recipient is not in compliance with this Agreement, as determined by the GTIB in its sole discretion.

15.2.6. Other Remedies. Upon the occurrence of an Event of Default, the Recipient, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Grant and other amounts payable by the Recipient hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Recipient under the Credit Documents, including but not limited to requiring the Recipient to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the GTIB under this Agreement have been fully paid.

15.2.7. Interest. Any Grant Amount required to be returned to GTIB under this **Paragraph 15** must be returned with interest at the rate of 1½% per month or the highest rate allowed by law, whichever is lower.

15.2.8. Termination of Grant. Upon the occurrence of an Event of Default, the GTIB may, in its discretion, by written notice to the Recipient, terminate its remaining commitment (if any) hereunder to make any further advances of the Grant, whereupon any such commitment shall terminate immediately.

15.3. Reservation of Rights. Nothing in this Agreement shall be deemed to (1) be a waiver by the GTIB of any statutory protection afforded to it, or (2) limit the right of the GTIB (i) to exercise self-help remedies including but not limited to set off, or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief. Neither the exercise of self-help remedies nor the institution or maintenance of an action for provisional or ancillary remedies shall constitute a waiver of the right of the GTIB to litigate the merits of the controversy or claim occasioning resolve to such remedies.

15.4. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Grant Amount or to any other claim, action or proceeding under or respecting this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Recipient waives its application.

15.5. Recipient Responsible for GTIB's Expenses. All sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, reasonable attorneys' fees incidental to the enforcement by GTIB of any term of the Agreement shall be an indebtedness of the Recipient, evidenced by this Agreement.

16. **TERMINATION.** At such time as the GTIB is no longer obligated under this Agreement to make any further advances under the Grant and all principal, interest, or other amounts owing with respect to the Grant and hereunder have been finally and irrevocably repaid by the Recipient to the GTIB, and the period of time set forth in Paragraph 7.3 (**Records Retention**) has expired, this Agreement shall terminate.

17. **SPECIAL CONDITIONS.** Any special conditions applicable to this Agreement are set forth in **Exhibit H**, which is attached hereto and incorporated herein.

18. **SIGNS.** GTIB shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in GTIB's sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs does not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety. If Recipient erects signage on or about the Project, on which Recipient's name or logo is to be placed, Recipient will also place SRTA's logo on such signage. Recipient will coordinate all aspects of signage with SRTA's Director of Marketing and Communication prior to ordering any such signs.

19. **FULL FAITH AND CREDIT.** To the extent permitted by law, the obligations and debt incurred by Recipient under this Agreement shall be backed by the full faith, credit and taxing power of the Recipient.

20. **EXHIBITS.** The following Exhibit is incorporated by reference into and made a part of this Agreement:

Exhibit C- Grant Application

The following Exhibits are attached hereto and incorporated into the Agreement:

Exhibit A- Definitions

Exhibit B- Project Information

Exhibit D- State Auditor Certificate

Exhibit E- Quarterly Project Status Update

Exhibit F- Draw Request

Exhibit G- Engineer Certification

Exhibit H- Special Provisions

Exhibit I- Georgia Environmental Protection Act

21. **MISCELLANEOUS PROVISIONS.**

21.1. Parties Bound. This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

21.2. Time of the Essence; Force Majeure. Time is of the essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to Force Majeure events. *Force Majeure* means any cause beyond the control of either Party, including but not limited to: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God provided that the Recipient shall not be required to settle any strike or labor disturbance in which it may be involved or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure and such Party does not control the administrative agency or

governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure.

21.3. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Venue shall be exclusively in the Superior Court of Fulton County, Georgia and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.

21.4. Assignment. Recipient may not assign all or part of this Agreement to a third party without the prior written permission of GTIB, which may be granted or refused at the sole discretion of GTIB. Any assignment made in violation of this paragraph is hereby declared null and void.

21.5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received, or in the event of refusal to accept delivery, the day of the first attempt to deliver.

For GTIB:

State Road and Tollway Authority c/o GTIB
47 Trinity Avenue, 4th Floor
Atlanta, Georgia 30334

Phone: (404) 893-6100

Fax: (404) 893-6144

Email: bzgonena@georgiatolls.com

For the Recipient:

Ann Miller Hanlon, Chief Operating Officer
11605 Haynes Bridge Road
Suite 100
Alpharetta, GA 30009
678-397-0566

ahanlon@gnfcc.com

21.6. Compliance with Laws: Taxes. The Recipient will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

21.7. Remedies Cumulative. The rights and remedies of the GTIB under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

21.8. Waiver and Severability. The waiver by the GTIB of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.

21.9. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits by reason of this Agreement.

21.10. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.

21.11. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person's or Party's successors and permitted assigns. The headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or

supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

21.12. Counterparts. The Parties may execute this Agreement in counterparts.

21.13. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 21.3 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party over the other Party because such Party drafted the Agreement.

21.14. Survival. Sections 7 (Accountability), 8 (Payment), 10 (Waiver/Indemnification), 12 (Laws, etc.), 14 (Warranty), 15 (Events of Default/Remedies), 17 (Special Conditions), 19 (Full Faith and Credit), and 21 (Miscellaneous Provisions) shall survive the termination for whatever reason of this Agreement.

21.15. Entire Agreement: Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The GTIB shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document furnished by the Recipient to the GTIB that attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. All such terms and conditions are hereby declared null and void. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

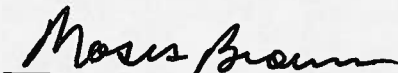
IN WITNESS WHEREOF, the Parties have signed, sealed and executed this Agreement as of the Effective Date.

Recipient

(SEAL)

Georgia Transportation Infrastructure Bank

By:



Name
Title

By:



Christopher S. Tomlinson, Executive Director

Attest:



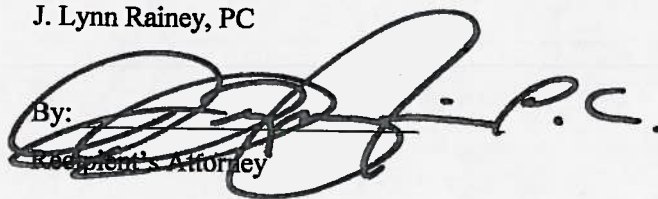
Attest:



Approved as to form:

J. Lynn Rainey, PC

By:



Recipient's Attorney

EXHIBIT A

Definitions

“Business Day” means Monday through Friday excluding state recognized holidays.

“Days” means calendar days unless otherwise specified in this Agreement.

“Draw Request” means the form attached as **Exhibit F**.

“Effective Date” means the date set forth in the Preamble of this Agreement.

“Event of Default” has the meaning assigned to it in **Section 14**.

“Expiration Date” means the third (3rd) anniversary of the Effective Date.

“Grant Amount” has the meaning assigned to it in **Exhibit B**.

“Grant Application” means **Exhibit C**.

“Grant Contingency Funds” has the meaning assigned to it in **Section 5**.

“Grant Documents” means collectively this Agreement and the Grant Application.

“Grant Purpose” has the meaning assigned to it in **Exhibit B**.

“GTIB Parties” means the State, the Georgia Transportation Infrastructure Bank, SRTA, and their agents, employees, directors, officers, board, assigns, and designees.

“Project” means the project listed in **Exhibit B**.

“Project Budget” means the estimated total cost of the Project as set forth in **Exhibit B**.

“Project Scope” has the meaning assigned to it in **Exhibit B**.

“State” means the State of Georgia.

EXHIBIT B

PROJECT INFORMATION

Project Name:	SR 400 at CR9284 / Windward Parkway
Project Location:	Fulton County
Project Scope:	<ul style="list-style-type: none"> • Project will make improvements to State Route (SR) 400 at the northbound exit ramp to Windward Parkway by adding a 500 foot exit lane along SR 400 to convert the single lane exit ramp to a two-lane exit ramp. • The exit ramp to Windward Parkway will be widened to create triple-left turns to Windward Parkway westbound, where a double left turn currently exists. Windward Parkway will also be widened with an additional westbound lane between the northbound exit ramp intersection and the Westside Parkway/ Deerfield Parkway intersection to accommodate the triple-left turn lanes and to improve east-west traffic operations. The additional third lane will become a right-turn lane on to Deerfield Parkway.
Grant Amount:	Two Million Seven Hundred Eighty-Three Thousand Two Hundred Dollars and no cents (\$2,783,200)
Grant Purpose:	To fund a portion of the cost of Right of Way and Construction for the Project.
Project Completion Date:	December 2017
Project Budget:	Five Million Four Hundred Sixty-One Thousand Four Hundred Six Dollars and no cents (\$5,461,406)

A breakdown of the Project Budget is as follows:

ITEM	TOTAL	GTIB FUNDS
Preliminary Engineering	\$612,406	n/a
Right of Way	\$950,000	\$550,000
Right of Way Contingency	\$500,000	n/a
Construction	\$3,090,000	\$2,233,200
Construction Contingency	\$309,000	n/a
ESTIMATED TOTAL COST	\$5,461,406	\$2,783,200

EXHIBIT C
Grant Application

**Recipient's Grant Application
is incorporated herein by reference.**

EXHIBIT D State Auditor Certificate

INSTRUCTIONS TO STATE OF GEORGIA GRANT CERTIFICATION FORMS AND AFFIDAVITS REQUIRED BY THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 36-81-8.1

As required by O.C.G.A. § 36-81-8.1, each grant of state funds to a local government from the Governor's Emergency Fund or from a special project appropriation shall be conditioned upon the receipt by the State Auditor of a properly completed grant certification form. This means Recipient must certify it has contracted with Subrecipient and Subrecipient has applied Grant Funds paid to Subrecipient to services for Recipient in accord with the Grant Purpose and the agreement between Recipient and Subrecipient. As explained immediately below, in the case of grants in excess of \$5,000, Recipient's certification must be verified by audit, and in the case of grants of \$5,000 or less, Recipient's certification must be supported by Subrecipient's affidavit.

One grant certification form should be prepared for each grant awarded to the local government. The grant certification form(s) should be submitted to the State Auditor with one copy of the annual (or, when allowed, biennial) audit report. Questions concerning the preparation and submission of this form should be referred to the Nonprofit and Local Government Audits Division of the Georgia Department of Audits and Accounts.

Instructions for Completion

Identify the appropriate grant certification form to use. Three forms are available: Grant Certification Form for Local Government Recipient (with no subrecipient); Grant Certification Form for Local Government Recipient (with subrecipient); and Subrecipient Affidavit. Information included in this instruction package will provide guidance on the appropriate form(s) to be completed. All lines and all columns should be completed accurately. The form was designed as an Excel spreadsheet and may be completed by entering data in the appropriate cells. Edit checks are built into the spreadsheet to assist in the proper preparation of the form. If you would like to have the Excel file sent to you via e-mail, request the form by sending an e-mail to logov@audits.ga.gov. Please note that one form should be submitted for each grant from the Governor's emergency fund or from a special project appropriation. A form must be submitted for each year in which the funds are expended or remain unexpended by the local government or its Subrecipient. Data should be provided in Column 1 for the fiscal year upon which the local government is reporting. Data in Column 2 should represent cumulative totals from the year of grant award through the fiscal year upon which data is provided in Column 1.

The appropriate officials should sign and date the section entitled "Certification of Local Government Officials".

- Where the grant is in excess of \$5,000 and is *not expressly* designated by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by use of a form expressly for subrecipient grants, the certification must be made by the recipient local government and by the local government auditor.
 - An example Independent Accountant's Report to be used when the local government is determined to be in compliance with the provisions of O.C.G.A. § 36-81-8.1 is included in this instruction package. If the government is not in compliance with these provisions, the AICPA's Codification of Standards for Attestation Engagements, Section 601 provides guidance on the appropriate reporting format.
- Where the grant in excess of \$5,000 is *designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, the certification by the local government auditor required by subsection O.C.G.A. § 36-81-8.1(b) may also be made by an in-house or internal auditor of the local government, who meets the education requirements contained in subparagraph (a)(3)(A) of Code Section 43-3-6. The in-house auditor must do more than confirm that Recipient has contracted with Subrecipient for Grant Purposes; the in-house auditor must take steps reasonable for an in-house auditor to confirm that Subrecipient is applying the Grant Funds as required by the Grant.
- Where the grant is for \$5,000 or less and is *not expressly designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants:
 - recipient local government must submit the properly completed grant certification form except that only the local government need certify, and the certification of an auditor is not required.
- However, if the grant for \$5,000 or less also is *designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, local government must also require the subrecipient to submit to local government a notarized affidavit.
 - The affidavit must be executed by the executive director, president, chairperson, chief executive officer, or other responsible party representing the subrecipient reasonably acceptable to Recipient, by whatever name or title, to whom the grant funds are disbursed.
 - The affidavit shall be in the form approved by the State Auditor.
 - Such affidavit shall be submitted annually (or biennially when allowed by O.C.G.A. § 36-81-7) for each year that grant funds are expended or remain unexpended according to a schedule established by the local government and shall be made on the form annexed below.
 - Local government must submit a true copy of the affidavit to the Department of Audits and Accounts when submitting its certification.

Mail the Grant Certification Form (including Independent Accountant's Report, report of in-house or internal auditor, and copy of affidavit as the case may be) with one copy of the audited annual financial report to:

State of Georgia, Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.
Room 1-156
Atlanta, Georgia 30334

If the local government meets the eligibility criteria for an agreed upon procedures engagement in accordance with the provisions of O.C.G.A. § 36-81-7, the local government is responsible for ensuring that the procedures performed by its independent certified public accountant are sufficient in scope to enable the CPA to complete the Independent Accountant's Report. These procedures include examination of grant application and award documentation to become familiar with the terms and conditions of the grant; verification of receipt of grant proceeds; and evaluation of the local

government's documentation of expenditures. The purpose of these procedures is to comply with the provisions of O.C.G.A. § 36-81-8.1, requiring certification that the grant funds were used solely for the express purpose or purposes for which the grant was made.

Whether the local government engages an independent certified public accountant to perform an audit or perform the agreed upon procedures, for purposes of meeting the requirements of O.C.G.A. § 36-81-8.1, the independent CPA should be engaged to examine management's assertion of compliance with the requirement to use grant funds solely for the express purpose or purposes for which the grant was made. The independent CPA should conduct the engagement in accordance with the standards for examination engagements for compliance attestation contained in the AICPA's Codification of Statements on Standards for Attestation Engagements. An example report is included in page 4 of these instructions.

This form along with the Independent Accountant's Report, report of in-house or internal auditor, or copy of affidavit, as the case may be, is required to be filed with the state auditor in conjunction with the annual audit for each year in which grant funds are expended or remain unexpended by the local government.

Questions concerning the provisions of O.C.G.A. § 36-81-8.1, the State of Georgia Grant Certification Form, the affidavit or attestation engagements should be referred to the Nonprofit and Local Government Audits Division, Georgia Department of Audits and Accounts, at the address listed above, telephone (404) 656-9145; fax (404) 651-5608; or e-mail locgov@audits.ga.gov.

**State of Georgia Grant Certification Form
Local Government Recipient**

Certification of Local Government Officials

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the return to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emergency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Signature of Chief Elected Official _____ Date: _____

Signature of Chief Financial Officer _____ Date: _____

**State of Georgia Grant Certification Form
Independent Accountant's Report**

We have examined management's assertion included in the accompanying State of Georgia Grant Certification Form(s) about [name of government]'s compliance during the fiscal year ended [date] with the requirement to use grant proceeds solely for the purpose or purposes for which the grant was made for each of the following grant award(s):

[Individually identify each grant award of Governor's emergency funds and/or special project appropriations.]

Management is responsible for [name of government]'s compliance with this requirement. Our responsibility is to express an opinion on management's assertion about [name of government]'s compliance based on our examination.

Our examination was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about [name of government]'s compliance with this requirement and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on [name of government]'s compliance with the specified requirement.

In our opinion, management's assertion that [name of government] complied with the aforementioned requirement during the fiscal year ended [date] is fairly stated, in all material respects.

This report is intended solely for the information and use of the Georgia Department of Audits and Accounts and the State grantor agency identified on the Grant Certification Form and is not intended to be and should not be used by anyone other than the specified parties.

[Signature]
[Date]

EXHIBIT E
Quarterly Project Status Update



GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB)
Quarterly Project Status Update

DATE:

____/____/____

GTIB AWARDEE NAME: _____

NAME OF FUNDED PROJECT: _____

AWARD DATE: _____

PROJECTED COMPLETION DATE: _____

CURRENT PHASE OF PROJECT: PE Right-Of-Way Acquisition Construction

CURRENT STATUS: (Please attach any supporting documents or related renderings, photos or images.)

**EXHIBIT F
DRAW REQUEST**

Form of Draw Request

Date _____

The Georgia Transportation Infrastructure Bank,
by and through the State Road and Tollway Authority
47 Trinity Avenue
Atlanta, Georgia 30334

Re: Grant Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority ("GTIB") and _____ ("Recipient"), dated _____, 2014 ("Agreement")/ Draw Request No.: __*.

Dear Mr. Zgonena:

Pursuant to the above-referenced Agreement, the Recipient hereby requests disbursement in the amount of \$_____ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:__ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Grant Agreement aggregate \$_____.
2. Time period covered by this Request is for work performed on the Project between _____, 201_ and _____, 201_.
3. The amounts hereby requested have been incurred by or on behalf of the Recipient for Eligible Costs on the Project.
4. The amounts hereby requested are "motor-fuel tax eligible" as set forth in O.C.G.A. §32-1-1 et.seq.
5. The amount of this Request, together with all prior Requests, does not exceed the amount of the Grant, and the amount of this Request together with the sum of all disbursements of the Grant proceeds made and to be made will not exceed the Grant Amount or the amount allocated for the applicable line item of the Budget as set forth in **Exhibit B** of the Agreement.
6. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Grant proceeds.
7. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
8. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.
9. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.

10. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the GTIB and with good engineering practices.
11. The Recipient is in compliance with all of the terms and conditions of the Grant Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project ("Other Agreements") and there does not currently exist an Event of Default under the Grant Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
12. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Recipient.

This _____, 201_.

RECIPIENT NAME

By: _____
Name: _____
Title: _____

The Request for an Advance must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Recipient's behalf.

* For each Request, the Recipient will insert a new number in chronological order.

**Attachment 1
To
Exhibit F
Draw Request**

Itemized Billing and Description of Work Performed.

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Phase of Work***

**A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in Exhibit B (Project Information), the status of the on-going work included in the draw request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*** Seeks the total amount due to this contractor for this item of work performed during the period covered by this draw request.*

**** Seeks the line item, as set forth in the breakdown of the Project Budget in Exhibit B that the work for which payment is requested falls under.*

EXHIBIT G
Engineer's Certification

A.: If attached to a periodic payment:

Engineer's Letterhead

Date

Recipient: _____ (Must be the same name as in the Grant Agreement)

Project Name: _____ (Must be the same name as on Exhibit B)

Grant Amount: _____ (Must be the same amount as on Exhibit B)

_____ (name of Engineering Firm or name of Engineer if a government employee), is the Project Engineer for the above-referenced Project. The undersigned hereby verifies that, based on personal knowledge and observation, the work set forth on the attached draw request (a) was performed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Grant Program between the Georgia Transportation Infrastructure Bank and _____ (name of Recipient) and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

_____ (name of Engineering Firm)

By: _____

Name: _____

Title: _____

B. If attached to a request for final payment and construction is complete:

Engineer's Letterhead

Date

Recipient: _____ (Must be the same name as in the Grant Agreement)

Project Name: _____ (Must be the same name as on Exhibit B)

Grant Amount: _____ (Must be the same amount as on Exhibit B)

_____ (name of Engineering Firm or name of Engineer if a government employee), is the Project Engineer for the _____ (name of Project), located at _____ (location). The undersigned hereby verifies that, based on personal knowledge and observation, the Project (a) was completed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Grant Program between the Georgia Transportation Infrastructure Bank and _____ (name of Recipient) and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

_____ (name of Engineering Firm)

By: _____

Name: _____

Title: _____

EXHIBIT H

Special Conditions

No special conditions.

EXHIBIT I

Georgia Environmental Protection Act (O.C.G.A. §12-16-1, et seq.) (“GEPA”)

The Recipient may be required to comply with the provisions of GEPA. In determining whether the Recipient must comply with GEPA the Recipient should take into consideration many factors including the source of other funds (excluding GTIB funds) that the Recipient will use to fund the Project and whether a government entity that would otherwise be subject to GEPA requirements will let or otherwise perform construction on the Project. The Recipient should contact its legal counsel in order to determine whether Recipient must comply with the GEPA requirements as a result of the Grant.



City Council Meeting STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Meeting Date: November 26, 2018

I. AGENDA ITEM TITLE:

DEPARTMENT OF PUBLIC SAFETY HEADQUARTERS FURNITURE PURCHASE (911 CENTER)

II. RECOMMENDATION:

Authorize the purchase of new office furniture for Public Safety Headquarters (911 Center) through CWC in an amount totaling \$20,111.82 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$20,111.82

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Public Safety Headquarters Expansion - 911 Center (21531800-541300-C1630)	\$20,111.82

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
None	\$0.00

IV. REPORT IN BRIEF:

The Department of Public Safety is requesting authorization to fund the purchase of general office furniture for the newly remodeled 911 Center within Public Safety Headquarters. This purchase replaces general office furniture (not including dispatch consoles) within the following segments of the 911 Center:

- 911 Communications Center
- 911 Quality assurance Office
- Public Safety Technical Staff Office
- 911 Training Area

On August 20, 2018, the City Council approved funding totaling \$83,952 to CWC for the purchase of office furniture for the Public Safety Headquarters expansion. While the purchase of replacement furniture for the 911 Center was always under consideration, the purchase was purposely withheld from the original approval request to ensure that sufficient funding was available for the construction and remodel of the 911 Center. With the 911 Center construction completed, funding is now available within the original budget allocation to purchase these furnishings.

As with the initial furniture purchase, staff recommends CWC and has negotiated pricing below State Contract line-items.

V. ALTERNATIVES:

VI. ATTACHMENTS:

APSB 911 Proposal

11/13/18



800.292.8220

t 770.493.8200

f 770.491.6374

www.c-w-c.com

4343 ne expressway

atlanta, ga 30340

Proposal for Alpharetta Public Safety Building 911 Offices

Proposal # 140527

Submitted BY:

John

Mannino

john.mannino

@c-w-c.com







404 822 1650

Alpharetta Public Safety Building 911 Offices Furniture Proposal

Submitted by CWC 4343 NE Expressway Atlanta GA 30340 11/13/18

1 of 6

John Mannino john.mannino@c-w-c.com
404 822 1650

Item	Color	Preview	Mfg	Cat	Part Number	Part Description	Qty	Unit List	Sell	Ext List	Ext Sell	Sell - %
1						Alpharetta Public Safety Building - 911 Offices	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	55.840
						Proposal #: 140527		\$ 0.00				
						Brittany Rhea Jennings		\$ 0.00				
sub						Subtotal				\$ 0.00	\$ 0.00	0.000
2			GLB	GCU	GCAR36	36"W x 29"H, Round Top, 4 Leg Base, Self Edge, BOADROOM TABLES	1	\$ 437.00	\$ 192.98	\$ 437.00	\$ 192.98	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~BTOP	Boardroom Table Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~BMBASE	Boardroom Table Metal Base Finishes		\$ 0.00				
					BBK	2-Black		\$ 0.00				
					~	Grommet/Electrical Not Required - Custom ...		\$ 0.00				
3			GLB	GCU	PVETSL48	Task light. Slim low profile. Specify 6" shorter than storage unit width. 4.25"D x 48"W x ...	1	\$ 186.00	\$ 82.14	\$ 186.00	\$ 82.14	55.840
4			GLB	GCU	Z15L2BFS	23.4"d x 15"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, Side to Side Filing Only, ZIRA	2	\$ 667.00	\$ 294.55	\$ 1,334.00	\$ 589.10	55.840
					~ZBSE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~	File Drawer (STD)		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					K-414	C-Keypad for Lock #414		\$ 0.00				
5			GLB	GCU	Z2460TB	24"d x 60"W x 29.5"h, Storage Shell, Credenza Top and Back For Use On Specific Shells, Ships RTA, ZIRA	1	\$ 434.00	\$ 191.65	\$ 434.00	\$ 191.65	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZCHASS	Zira Chassis Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					~	Grommet/Electrical Not Required - Left Posi...		\$ 0.00				
					~	Grommet/Electrical Not Required - Center P...		\$ 0.00				
					~	Grommet/Electrical Not Required - Right Po...		\$ 0.00				
					~	Grommet/Electrical Not Required - Custom ...		\$ 0.00				
6			GLB	GCU	Z2466R	24"d x 66"W x 29.5"h, Connectable Tables, Right w/Full End Panel on Right, ZIRA	1	\$ 640.00	\$ 282.62	\$ 640.00	\$ 282.62	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZCHASS	Zira Chassis Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					~	M-Full Modesty Panel (1" A,F,F)		\$ 0.00				
					~	Grommet/Electrical Not Required - Left Posi...		\$ 0.00				
					~	Grommet Cover (Black), Cut-Out 3.25" x 1...		\$ 0.00				
					~	Grommet/Electrical Not Required - Right Po...		\$ 0.00				
					~	Grommet/Electrical Not Required - Custom ...		\$ 0.00				
7			GLB	GCU	Z3666FB3L	36"d x 66"W x 29.5"h, Single Pedestal, Bow Top Desk, Box/Box/File Left, Faux Pedestal Right, ZIRA	1	\$ 1,387.00	\$ 686.25	\$ 1,554.00	\$ 686.25	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~ZCHASS	Zira Chassis Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~	Laminate Full to Floor Modesty (STD)		\$ 0.00				
					~	Handle Option		\$ 0.00				
					HR	M-Bar Handle - Black		\$ 37.00				
					BK	M-Black Lock		\$ 0.00				
					K-414	C-Keypad for Lock #414		\$ 0.00				
					~POS1	Grommet/Electrical Cut-Out Options - Left P...		\$ 0.00				
					AG1	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					~	Grommet/Electrical Not Required - Center P...		\$ 0.00				
					~POS3	Grommet/Electrical Cut-Out Options - Right ...		\$ 0.00				
					AG3	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					~	Grommet/Electrical Not Required - Custom ...		\$ 0.00				
8			GLB	GCU	Z60S36H	15"d x 60"W x 35.5"h, Closed Hutches w/Doors and 1 Fixed Shelf + Fixed Shelf Divider, ZIRA	1	\$ 1,033.00	\$ 456.17	\$ 1,033.00	\$ 456.17	55.840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					~	Laminate Doors (STD)		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					K-414	C-Keypad for Lock #414		\$ 0.00				

Item	Color	Preview	Mfg	Cat	Part Number	Part Description	Qty	Unit List	Sell	Ext List	Ext Sell	Sell - %
9			GLB	GCU	ZHBC65	12"d x 36"w x 65"h, Bookcase w/ 1 Fixed and 2 Adjustable Shelves, ZIRA	2	\$ 811.00	\$ 358.14	\$ 1,622.00	\$ 716.28	55.840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
10			GLB	GCU	ZTB5816	58"w x 15.75"h, Tackboards for Hutches, For Use on Z60S36H and Z60S36HN, Includes Mounting and Screws, ZIRA	1	\$ 349.00	\$ 184.59	\$ 418.00	\$ 184.59	55.840
					~02	Grade 02		\$ 69.00				
					~IMP2	Imprint (Global)		\$ 0.00				
					IM83	1-Slate		\$ 0.00				
11			GLB	GUS	6901	SIDERO, Side Chair, Wall Saver, Armless, Std 4 Legged Base, Black Polypropylene Foot, Stack 5 high on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA	3	\$ 361.00	\$ 173.11	\$ 1,176.00	\$ 519.33	55.840
					~02	Grade 02		\$ 31.00				
					~ALLA	Allante (Global)		\$ 0.00				
					A43E	1-Black		\$ 0.00				
					BK	F-(STD) Black Frame [BLK]		\$ 0.00				
					~	(STD) Black Glide		\$ 0.00				
					~	(STD) Standard Chair Back Design		\$ 0.00				
					~	(STD) Fire Barrier Lining Not Required		\$ 0.00				
					~	(STD) RTA Code in Pricebook per Model		\$ 0.00				
sub						Carl's Office Subtotal				\$ 8,834.00	\$ 3,901.11	55.840
12			GLB	GCU	B2472REF	24"d x 72"w x 28.5"h, Rectangular Table w/ Fixed Top, 4 Tapered Legs w/ Levelers and Bungee Cords, Each Table can be "Buncee-Tied" to other Tables of the Same ...	1	\$ 899.00	\$ 397.00	\$ 899.00	\$ 397.00	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~BNGE	Bungee Laminate Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					BK	F-Black		\$ 0.00				
					~	Casters Not Required		\$ 0.00				
					~	Grommet/Electric/Villa Not Required - Left ...		\$ 0.00				
					~	Grommet/Electric/Villa Not Required - Cent...		\$ 0.00				
					~	Grommet/Electric/Villa Not Required - Right...		\$ 0.00				
					~	Grommet/Electric/Villa Not Required - Custo...		\$ 0.00				
13			GLB	GCU	PVET5L36	Task light, Slim low profile, Specify 6" shorter than storage unit width, 4.25"D x 36"W x 1.25"H, Use SHTSLB1 When Attaching to Underside of Steel Hutches. PRODUCTIVITY...	3	\$ 168.00	\$ 74.19	\$ 504.00	\$ 222.57	55.840
14			GLB	GCU	PVET5L48	Task light, Slim low profile, Specify 6" shorter than storage unit width, 4.25"D x 48"W x 1.25"H, Use SHTSLB1 When Attaching to Underside of Steel Hutches. PRODUCTIVITY...	2	\$ 186.00	\$ 82.14	\$ 372.00	\$ 164.28	55.840
15			GLB	GCU	Z15M2BFS	19.3"d x 15"w x 28.5"h, Storage Shell w/2 Box and 1 File Drawer, Side to Side Filing Only, ZIRA	6	\$ 605.00	\$ 267.17	\$ 3,630.00	\$ 1,603.02	55.840
					~ZBSE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~	File Drawer (STD)		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					K-415	C-Keypad for Lock #415		\$ 0.00				
16			GLB	GCU	Z20483L	20"d x 48"w x 29.5"h, Full to Floor Flush Return, Box/Box/File Ped on the Left, Locking, ZIRA	1	\$ 1,002.00	\$ 487.53	\$ 1,104.00	\$ 487.53	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZCHASS	Zira Chassis Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					~	Handle Option		\$ 0.00				
					HR	M-Bar Handle - Black		\$ 37.00				
					BK	M-Black Lock		\$ 0.00				
					K-416	C-Keypad for Lock #416		\$ 0.00				
					~	Grommet/Electrical Not Required - Left Posi...		\$ 0.00				
					~	Grommet Cover (Black), Cut-Out 3.25" x 1....		\$ 0.00				
					~POS3	Grommet/Electrical Cut-Out Options - Right ...		\$ 0.00				
					AG3	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					~	Grommet/Electrical Not Required - Custom ...		\$ 0.00				
17			GLB	GCU	Z20483R	20"d x 48"w x 29.5"h, Full to Floor Flush Return, Box/Box/File Ped on the Right, Locking, ZIRA	1	\$ 1,002.00	\$ 458.82	\$ 1,039.00	\$ 458.82	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZCHASS	Zira Chassis Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					~	Handle Option		\$ 0.00				
					HR	M-Bar Handle - Black		\$ 37.00				
					BK	M-Black Lock		\$ 0.00				
					K-417	C-Keypad for Lock #417		\$ 0.00				
					~	Grommet/Electrical Not Required - Left Posi...		\$ 0.00				
					~	Grommet Cover (Black), Cut-Out 3.25" x 1....		\$ 0.00				
					~	Grommet/Electrical Not Required - Right Po...		\$ 0.00				
					~	Grommet/Electrical Not Required - Custom ...		\$ 0.00				

Item	Color	Preview	Mfg	Cat	Part Number	Part Description	Qty	Unit List	Sell	Ext List	Ext Sell	Sell - %
18			GLB	GCU	Z20483L	20"d x 48"w x 29.5"h, Full to Floor Flush Return, Box/Box/File Ped on the Left, Locking, ZIRA - (STD) Thermally Fused Laminate, High Perf... -ZTOP Zira Top Finishes ACJ 1-Absolute Acajou A3 F-1" Top, Standard Edge -ZCHASS Zira Chassis Finishes ACJ 2-Absolute Acajou - Handle Option HR M-Bar Handle - Black BK M-Black Lock K-418 C-Keyed for Lock #418 - Grommet/Electrical Not Required - Left Posi... - Grommet Cover (Black), Cut-Out 3.25" x 1.... - Grommet/Electrical Not Required - Right Po... - Grommet/Electrical Not Required - Custom ...	1	\$ 1,002.00	\$ 458.82	\$ 1,039.00	\$ 458.82	55.840
19			GLB	GCU	Z20483R	20"d x 48"w x 29.5"h, Full to Floor Flush Return, Box/Box/File Ped on the Right, Locking, ZIRA - (STD) Thermally Fused Laminate, High Perf... -ZTOP Zira Top Finishes ACJ 1-Absolute Acajou A3 F-1" Top, Standard Edge -ZCHASS Zira Chassis Finishes ACJ 2-Absolute Acajou - Handle Option HR M-Bar Handle - Black BK M-Black Lock K-419 C-Keyed for Lock #419 - Grommet/Electrical Not Required - Left Posi... - Grommet Cover (Black), Cut-Out 3.25" x 1.... - Grommet/Electrical Not Required - Right Po... - Grommet/Electrical Not Required - Custom ...	1	\$ 1,002.00	\$ 458.82	\$ 1,039.00	\$ 458.82	55.840
20			GLB	GCU	Z2060TB	20"d x 60"w x 29.5"h, Storage Shell, Credenza Top and Back For Use On Specific Shells, Ships RTA, ZIRA - (STD) Thermally Fused Laminate, High Perf... -ZTOP Zira Top Finishes ACJ 1-Absolute Acajou A3 F-1" Top, Standard Edge -ZCHASS Zira Chassis Finishes ACJ 2-Absolute Acajou - Grommet/Electrical Not Required - Left Posi... - Grommet/Electrical Not Required - Center P... - Grommet/Electrical Not Required - Right Po... - Grommet/Electrical Not Required - Custom ...	2	\$ 410.00	\$ 181.06	\$ 820.00	\$ 362.12	55.840
21			GLB	GCU	Z3060F3L	29.69"d x 60"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right, ZIRA - (STD) Thermally Fused Laminate, High Perf... -ZTOP Zira Top Finishes ACJ 1-Absolute Acajou A3 F-1" Top, Standard Edge -ZCHASS Zira Chassis Finishes ACJ 2-Absolute Acajou - Laminate Full to Floor Modesty (STD) - Handle Option HR M-Bar Handle - Black BK M-Black Lock K-417 C-Keyed for Lock #417 -POS1 Grommet/Electrical Cut-Out Options - Left P... AG1 M-Grommet Cover (Black), Cut-Out 3.25" x ... - Grommet/Electrical Not Required - Center P... -POS3 Grommet/Electrical Cut-Out Options - Right ... AG3 M-Grommet Cover (Black), Cut-Out 3.25" x ... - Grommet/Electrical Not Required - Custom ...	1	\$ 1,277.00	\$ 637.67	\$ 1,444.00	\$ 637.67	55.840
22			GLB	GCU	Z3060F3R	29.69"d x 60"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, ZIRA - (STD) Thermally Fused Laminate, High Perf... -ZTOP Zira Top Finishes ACJ 1-Absolute Acajou A3 F-1" Top, Standard Edge -ZCHASS Zira Chassis Finishes ACJ 2-Absolute Acajou - Laminate Full to Floor Modesty (STD) - Handle Option HR M-Bar Handle - Black BK M-Black Lock K-418 C-Keyed for Lock #418 -POS1 Grommet/Electrical Cut-Out Options - Left P... AG1 M-Grommet Cover (Black), Cut-Out 3.25" x ... - Grommet/Electrical Not Required - Center P... -POS3 Grommet/Electrical Cut-Out Options - Right ... AG3 M-Grommet Cover (Black), Cut-Out 3.25" x ... - Grommet/Electrical Not Required - Custom ...	1	\$ 1,277.00	\$ 637.67	\$ 1,444.00	\$ 637.67	55.840

Item	Color	Preview	Mfg	Cat	Part Number	Part Description	Qty	Unit List	Sell	Ext List	Ext Sell	Sell - %
23			GLB	GCU	Z3060F3L	29.69"d x 60"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Left, Faux Pedestal Right, ZIRA	1	\$ 1,277.00	\$ 637.67	\$ 1,444.00	\$ 637.67	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZCHASS	Zira Chassis Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					~	Laminate Full to Floor Modesty (STD)		\$ 0.00				
					~	Handle Option		\$ 0.00				
					HR	M-Bar Handle - Black		\$ 37.00				
					BK	M-Black Lock		\$ 0.00				
					K-419	C-Keyed for Lock #419		\$ 0.00				
					~POS1	Grommet/Electrical Cut-Out Options - Left P...		\$ 0.00				
					AG1	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					~	Grommet/Electrical Not Required - Center P...		\$ 0.00				
					~POS3	Grommet/Electrical Cut-Out Options - Right ...		\$ 0.00				
					AG3	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					~	Grommet/Electrical Not Required - Custom ...		\$ 0.00				
24			GLB	GCU	Z3060F3R	29.69"d x 60"w x 29.5"h, Single Pedestal, Rectangular Top Desk, Box/Box/File Right, Faux Pedestal Left, ZIRA	1	\$ 1,277.00	\$ 637.67	\$ 1,444.00	\$ 637.67	55.840
					~	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZCHASS	Zira Chassis Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					~	Laminate Full to Floor Modesty (STD)		\$ 0.00				
					~	Handle Option		\$ 0.00				
					HR	M-Bar Handle - Black		\$ 37.00				
					BK	M-Black Lock		\$ 0.00				
					K-420	C-Keyed for Lock #420		\$ 0.00				
					~POS1	Grommet/Electrical Cut-Out Options - Left P...		\$ 0.00				
					AG1	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					~	Grommet/Electrical Not Required - Center P...		\$ 0.00				
					~POS3	Grommet/Electrical Cut-Out Options - Right ...		\$ 0.00				
					AG3	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					~	Grommet/Electrical Not Required - Custom ...		\$ 0.00				
25			GLB	GCU	Z30M6EN	20"d x 30"w x 65"h, Storage Modules w/ 3 Open Shelves, 2 File Drawers on Bottom, 2 Adjustable Shelves, ZIRA	1	\$ 1,574.00	\$ 695.08	\$ 1,574.00	\$ 695.08	55.840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					~	Collator Option Not Required (STD)		\$ 0.00				
					~	File Drawer (STD)		\$ 0.00				
					~	File Drawer (STD)		\$ 0.00				
					K-417	C-Keyed for Lock #417		\$ 0.00				
26			GLB	GCU	Z30M6EN	20"d x 30"w x 65"h, Storage Modules w/ 3 Open Shelves, 2 File Drawers on Bottom, 2 Adjustable Shelves, ZIRA	1	\$ 1,574.00	\$ 695.08	\$ 1,574.00	\$ 695.08	55.840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					~	Collator Option Not Required (STD)		\$ 0.00				
					~	File Drawer (STD)		\$ 0.00				
					~	File Drawer (STD)		\$ 0.00				
					K-418	C-Keyed for Lock #418		\$ 0.00				
27			GLB	GCU	Z30M6EN	20"d x 30"w x 65"h, Storage Modules w/ 3 Open Shelves, 2 File Drawers on Bottom, 2 Adjustable Shelves, ZIRA	1	\$ 1,574.00	\$ 695.08	\$ 1,574.00	\$ 695.08	55.840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					~	Collator Option Not Required (STD)		\$ 0.00				
					~	File Drawer (STD)		\$ 0.00				
					~	File Drawer (STD)		\$ 0.00				
					K-419	C-Keyed for Lock #419		\$ 0.00				

Item	Color	Preview	Mfg	Cat	Part Number	Part Description	Qty	Unit List	Sell	Ext List	Ext Sell	Sell - %
28			GLB	GCU	Z30M6EN	20"d x 30"w x 65"h, Storage Modules w/ 3 Open Shelves, 2 File Drawers on Bottom, 2 Adjustable Shelves, ZIRA	1	\$ 1,574.00	\$ 695.08	\$ 1,574.00	\$ 695.08	55,840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					-	Collator Option Not Required (STD)		\$ 0.00				
					-	File Drawer (STD)		\$ 0.00				
					-	File Drawer (STD)		\$ 0.00				
					-	C-Keyed for Lock #420		\$ 0.00				
29			GLB	GCU	Z30S6SHN	16"d x 30"w x 65"h, Storage Modules, Open w/ 4 Adjustable Shelves, ZIRA	1	\$ 884.00	\$ 390.37	\$ 884.00	\$ 390.37	55,840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					-	Collator Option Not Required (STD)		\$ 0.00				
30			GLB	GCU	Z3672FB3R	36"d x 72"w x 29.5"h, Single Pedestal, Bow Top Desk, Box/Box/File Right, Faux Pedestal Left, ZIRA	1	\$ 1,423.00	\$ 702.14	\$ 1,590.00	\$ 702.14	55,840
					-	(STD) Thermally Fused Laminate, High Perf...		\$ 0.00				
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					~ZCHASS	Zira Chassis Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					-	Laminate Full to Floor Modesty (STD)		\$ 0.00				
					-	Handle Option		\$ 0.00				
					HR	M-Bar Handle - Black		\$ 37.00				
					BK	M-Black Lock		\$ 0.00				
					K-416	C-Keyed for Lock #416		\$ 0.00				
					-	Grommet/Electrical Not Required - Left Posi...		\$ 0.00				
					~POS2	Grommet/Electrical Cut-Out Options - Cente...		\$ 0.00				
					AG2	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					~POS3	Grommet/Electrical Cut-Out Options - Right ...		\$ 0.00				
					AG3	M-Grommet Cover (Black), Cut-Out 3.25" x ...		\$ 65.00				
					-	Grommet/Electrical Not Required - Custom ...		\$ 0.00				
31			GLB	GCU	Z48S36H	15"d x 48"w x 35.5"h, Closed Hatches w/Doors and 1 Fixed Shelf, ZIRA	1	\$ 809.00	\$ 357.25	\$ 809.00	\$ 357.25	55,840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					-	Laminate Doors (STD)		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					K-417	C-Keyed for Lock #417		\$ 0.00				
32			GLB	GCU	Z48S36H	15"d x 48"w x 35.5"h, Closed Hatches w/Doors and 1 Fixed Shelf, ZIRA	1	\$ 809.00	\$ 357.25	\$ 809.00	\$ 357.25	55,840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					-	Laminate Doors (STD)		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					K-418	C-Keyed for Lock #418		\$ 0.00				
33			GLB	GCU	Z48S36H	15"d x 48"w x 35.5"h, Closed Hatches w/Doors and 1 Fixed Shelf, ZIRA	1	\$ 809.00	\$ 357.25	\$ 809.00	\$ 357.25	55,840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					-	Laminate Doors (STD)		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					K-419	C-Keyed for Lock #419		\$ 0.00				

Item	Color	Preview	Mfg	Cat	Part Number	Part Description	Qty	Unit List	Sell	Ext List	Ext Sell	Sell - %
34			GLB	GCU	Z60S36H	15'd x 60'w x 35.5'h, Closed Hutches w/Doors and 1 Fixed Shelf + Fixed Shelf Divider, ZIRA	2	\$ 1,033.00	\$ 456.17	\$ 2,066.00	\$ 912.34	55.840
					~ZTOP	Zira Top Finishes		\$ 0.00				
					ACJ	1-Absolute Acajou		\$ 0.00				
					A3	F-1" Top, Standard Edge		\$ 0.00				
					~ZBASE	Zira Storage Base Finishes		\$ 0.00				
					ACJ	2-Absolute Acajou		\$ 0.00				
					~	Laminate Doors (STD)		\$ 0.00				
					~HAN	Handle Option (Required)		\$ 0.00				
					HR	P-Bar Handle - Black		\$ 0.00				
					K-415	C-Keyed for Lock #415		\$ 0.00				
35			GLB	GCU	ZTB4616	46'w x 15.75'h, Tackboards for Hutches, For Use on Z48S36H and Z48S36HN, Includes Mounting and Screws, ZIRA	3	\$ 233.00	\$ 123.65	\$ 840.00	\$ 370.95	55.840
					~02	Grade 02		\$ 47.00				
					~IMP2	Imprint (Global)		\$ 0.00				
					IM83	1-Slate		\$ 0.00				
36			GLB	GCU	ZTB5616	56'w x 15.75'h, Tackboards for Hutches, For Use on Z60S36H and Z60S36HN, Includes Mounting and Screws, ZIRA	2	\$ 349.00	\$ 184.59	\$ 836.00	\$ 369.18	55.840
					~02	Grade 02		\$ 69.00				
					~IMP2	Imprint (Global)		\$ 0.00				
					IM83	1-Slate		\$ 0.00				
sub						Open Office Subtotal				\$ 31,161.00	\$ 13,760.71	55.840
					Installation	Installation	1		\$ 2,450.00	\$ 2,450.00	\$ 2,450.00	
					State Sales Tax 6%	Sales Tax	1		\$ 0.00	\$ 0.00	\$ 0.00	
						Grand Total				\$ 42,445.00	\$ 20,111.82	52.617



City Council Meeting STAFF REPORT

Submitting Department: Economic Development
Submitted By: Matthew Thomas
Meeting Date: November 26, 2018

I. AGENDA ITEM TITLE: FIRST AMENDMENT TO INTERGOVERNMENTAL CONTRACT- LOCAL JOBS CREATION GRANT

II. RECOMMENDATION:

Staff recommends approval of the Amendment to the IGA. Having this program in the City's economic development toolkit establishes an effective means for the City to support business expansions and relocations.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: POTENTIALLY \$32,500; REPRESENTS
REMAINING UNSPENT FUNDS TRANSFERRED TO DEVELOPMENT
AUTHORITY UNDER INITIAL PROGRAM FUNDING.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The Local Jobs Creation Grant was established as an intergovernmental agreement with the City of Alpharetta and the Development Authority of Alpharetta on October 21, 2013 with a five year sunset date.

The grant's purpose is to encourage and support Alpharetta companies hiring Alpharetta residents.

The program was created to support the State of Georgia's Quality Jobs Tax Credit and Opportunity Zone Tax Credit at the local level.

The original Intergovernmental Contract consisted of \$40,000 in program funding. The renewal requests \$32,500 which is the remaining unused grant dollars.

V. ALTERNATIVES:

VI. ATTACHMENTS:

First Amendment to Intergovernmental Contract- Local Jobs Creation Grant, Exhibit A LOCAL JOBS CREATION GRANT

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA
APPROVING AND AUTHORIZING THE CITY OF ALPHARETTA, GEORGIA TO
ENTER INTO AND EXECUTE A FIRST AMENDMENT TO INTERGOVERNMENTAL
CONTRACT BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND THE
DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA

WHEREAS, on or about October 21, 2013, the City of Alpharetta, Georgia (the "City") and the Development Authority of Alpharetta, Georgia (the "Authority") entered into an Intergovernmental Contract to administer the local jobs creation grant program to promote employment opportunities in and for the City (the "Intergovernmental Contract"); and

WHEREAS, the Intergovernmental Contract has expired as of October 20, 2018; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the citizens of the City to enter into a First Amendment to Intergovernmental Contract to re-instate and amend the Intergovernmental Contract;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, that:

1. The Mayor and such other city officials as may be necessary are authorized to execute and enter into a First Amendment to Intergovernmental Contract, which Contract is attached hereto as Exhibit "A"; and

2. The City shall continue to fund the Authority in an amount not to exceed thirty-two thousand five hundred dollars (\$32,500.00), which constitutes the remaining funds from the original forty thousand dollar (\$40,000.00) funding approved in the Intergovernmental Contract. The funds shall be administered in the same manner as provided in the Intergovernmental Contract; and

3. The term of the Intergovernmental Contract shall be extended through October 20, 2023. After the first year of this First Amendment either party may terminate the Intergovernmental Contract and this First Amendment upon thirty (30) days prior written notice. Upon the termination, uncommitted funds shall be returned to the City. Committed funds shall continue to be administered by the Authority in accordance with the terms of the program.

SO RESOLVED, this _____ day of _____, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCILMEMBERS

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Donald Mitchell

Karen Richard

(SEAL)

Attest:

City Clerk

Exhibit "A"

FIRST AMENDMENT TO INTERGOVERNMENTAL CONTRACT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL CONTRACT (the "First Amendment") is entered into as of _____, 2018, by and between the City of Alpharetta, Georgia, a municipal corporation of the State of Georgia (the "City"), and the Development Authority of Alpharetta, Georgia, a public body corporate and instrumentality of the State of Georgia organized and existing pursuant to the Development Authorities law (O.C.G.A. §36-62-1, et seq., as amended) (the "Authority").

WHEREAS, on or about October 21, 2013, the City and the Authority entered into an Intergovernmental Contract to administer the local jobs creation grant program to promote employment opportunities in and for the City (the "Intergovernmental Contract"); and

WHEREAS, the Intergovernmental Contract has expired as of October 20, 2018; and

WHEREAS, by this First Amendment the parties desire to reinstate and amend the Intergovernmental Contract;

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and between the City and the Authority, each acting by and through its duly authorized officers pursuant to resolutions or ordinances duly adopted and properly passed, as follows:

1. The City shall continue to fund the Authority in an amount not to exceed thirty-two thousand five hundred dollars (\$32,500.00), which constitutes the remaining funds from the original forty thousand dollar (\$40,000.00) funding approved in the Intergovernmental Contract. The funds shall be administered in the same manner as provided in the Intergovernmental Contract.

2. The term of the Intergovernmental Contract shall be extended through October 20, 2023. After the first year of this First Amendment either party may terminate the Intergovernmental Contract and this First Amendment upon thirty (30) days prior written notice. Upon the termination, uncommitted funds shall be returned to the City. Committed funds shall continue to be

3. Except as provided herein, the Intergovernmental Contract is hereby re-instated and shall be in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this First Amendment to be executed and their seals to be affixed and attested all as of the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

By: _____ (SEAL)
Jim Gilvin, Mayor

DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA

By: Robert P. Hunter, Jr. (SEAL)
Robert P. Hunter, Jr., Chairman

APPROVED AS TO FORM:

C. Sam Thomas
C. Sam Thomas, City Attorney





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

LOCAL JOBS CREATION GRANT

INCENTIVE DESCRIPTION

The Local Job Creation Incentive was created by the Alpharetta Development Authority to enhance the Georgia State Tax Credit Programs such as the Quality Jobs Tax Credit and Opportunity Zone Credit program and create jobs for City of Alpharetta residents. In special cases, this incentive can be used by itself as a recruitment incentive for projects that are deemed significant to the city.

Under the Local Jobs Creation Grant, the Alpharetta Development Authority will award an additional \$250 - \$500 per new job created in tandem with the state incentive. The award will be capped at a maximum of \$80,000 and will only be applied to new jobs where the newly hired employee is an Alpharetta resident. The new job must meet the same criteria as defined in the state incentive program to be eligible. In addition, the Alpharetta resident must remain employed for a minimum of one year with the company before the incentive is paid out. Only those new employees hired within the term of the state incentive are eligible for the incentive.

INCENTIVE TERMS & CONDITIONS

1. The new job created must meet the same criteria as the state incentive from a targeted industry wage threshold OR be approved by the Alpharetta Development Authority for a stand-alone award.
2. The new employee must be a current or new Alpharetta Resident.
3. The Alpharetta resident must remain employed for a minimum of one year before the incentive is released.
4. The business must submit a Local Job Incentive Report for EACH employee within 30 days of their one-year anniversary to the Alpharetta Development Authority to receive reimbursement.
5. The incentive is capped at a maximum of \$80,000 per award.
6. The term of the incentive is one year from the end of the job creation schedule provided by the applicant. (Ex. 3 year job creation schedule = 4 year eligible incentive payment).
7. Company can only claim new positions one time for reimbursement.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
JOHN HIPES
DAN MERKEL
KAREN RICHARD

CITY ADMINISTRATOR
ROBERT J. REGUS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA
RATIFYING AND APPROVING THE EXECUTION OF
A DEED OF PARTIAL EASEMENT ABANDONMENT

WHEREAS, Jim Gilvin (the "Mayor") is the duly elected and currently serving Mayor of the City of Alpharetta; and

WHEREAS, on October 24, 2018, the Mayor acting pursuant to his lawful power and authority, executed that certain Deed of Partial Easement Abandonment, a true and correct copy of which is attached as Exhibit "A" (the "Deed"); and

WHEREAS, by this Resolution, the Mayor and Council wish to authorize and ratify the Mayor's execution of the Deed;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor's execution of the Deed is hereby approved and ratified; and **IT IS**

FURTHER RESOLVED that the Mayor is further authorized to execute any and/or other documents that may be necessary to effectuate the abandonment referred to in the Deed.

SO RESOLVED, this 26th day of November, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Ben Burnett

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE
OF RESOLUTION RATIFYING AND APPROVING
EXECUTION OF DEED OF PARTIAL EASEMENT ABANDONMENT]

John Hipes

Dan Merkel

Don Mitchell

Karen Richard

(SEAL)

Attest:

City Clerk

EXHIBIT "A"

WHEN RECORDED RETURN TO:
MORRIS, MANNING, MARTIN, LLP
Darla McKenzie, Esq.
990 Hammond Drive, Suite 300
Atlanta, Georgia 30328
Re: Rowes Downtown –
Partial Easement Abandonment

Deed Book 59357 Page 95
Filed and Recorded 10/26/2018 9:00:00 AM
2018-0283301
Cathelene Robinson
Clerk of Superior Court
Fulton County, GA
Participant IDs: 9657653770
7067927936

STATE OF GEORGIA
COUNTY OF FULTON

DEED OF PARTIAL EASEMENT ABANDONMENT

THIS INDENTURE, Made the 24th day of October, 2018, between THE CITY OF ALPHARETTA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, as party of the first part, hereinafter called Grantor, and EASLAN TIFFANY SQUARE, LLC, A GEORGIA LIMITED LIABILITY COMPANY, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one (\$1.00) Dollar and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1268 OF THE 2ND DISTRICT, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A-1", EXHIBIT "A-2", AND EXHIBIT "A-3" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE THERETO.

The purpose of this deed is to relinquish, quitclaim, extinguish and terminate Grantor's rights to those portions of the easement area as described on Exhibit "A-1" under that certain Sanitary Sewerage Easement dated October 5th, 1981, recorded at Deed Book 7974, Pages 124 – 127, and as described on Exhibit "A-2" for Sanitary Sewer Easement depicted on that Survey of Tiffany Square dated February 15, 1985, recorded at Plat Book 143, Page 17, Fulton County, Georgia records, both of which easement areas are depicted on Exhibit "A-3". Grantor's rights under the aforementioned easements remain in full force and effect EXCEPT as released pursuant to this deed.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF ALPHARETTA
A municipal corporation of the State Of Georgia

Ambu O'Dwyer
Witness

BY: [Signature] (SEAL)
NAME: JIM GILVIN
TITLE: MAYOR

Coty On
Notary Public

APPROVED AS TO FORM:
[Signature]
C. SAM THOMAS, CITY ATTORNEY

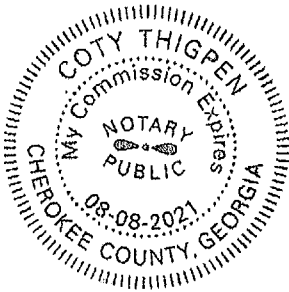


EXHIBIT "A-1"

Legal Description

Partial Easement Abandonment 10' Sanitary Sewer Easement - (DB 7974, PG. 124)

All that tract or parcel of land lying and being in Land Lot 1268 of the 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at an iron pin found (1/2" rebar) located at the southwest corner of Land Lot 1267, said corner being common to Land Lots 1267 and 1268 of the 2nd District, 2nd Section, Fulton County, said iron pin also being located on the northern land lot line of Land Lot 748 of the 1st District, 2nd Section, Fulton County; thence leave said common land lot corner N28°31'43"W for a distance of 275.41' to a point, said point being the **TRUE POINT OF BEGINNING**

FROM THE TRUE POINT OF BEGINNING THUS ESTABLISHED; thence N77°27'32"W for a distance of 31.74 feet to a point; thence N29°28'12"W for a distance of 13.46 feet to a point; thence S77°27'32"E for a distance of 40.75 feet to a point; thence S12°32'28"W for a distance of 10.00 feet to a point, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel contains 0.008 acres.

EXHIBIT "A-2"

Legal Description

Partial Easement Abandonment 20' Sanitary Sewer Easement - (PB 143, PG. 17)

All that tract or parcel of land lying and being in Land Lots 1267 and 1268 of the 2nd District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

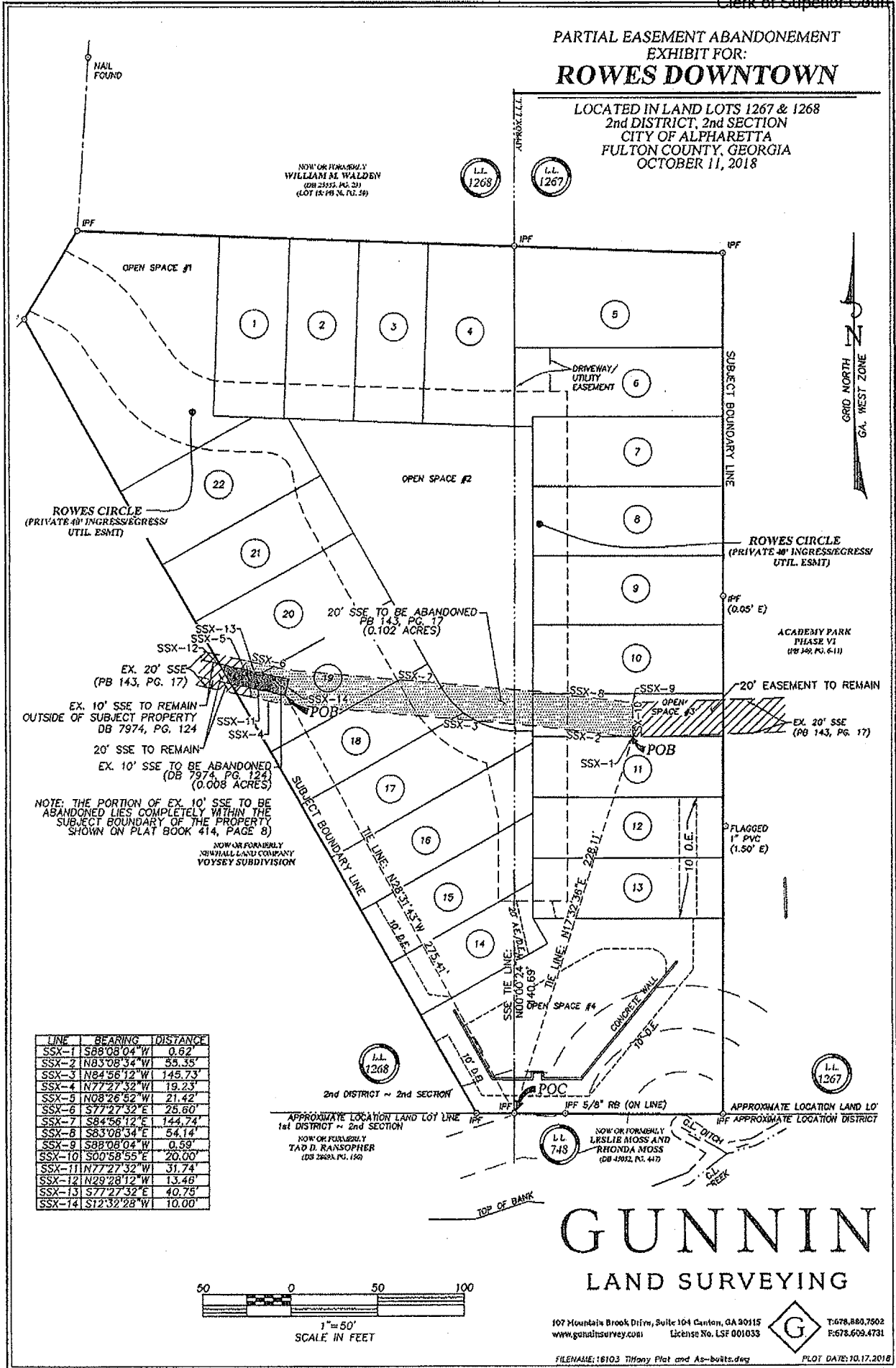
TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at an iron pin found (1/2" rebar) located at the southwest corner of Land Lot 1267, said corner being common to Land Lots 1267 and 1268 of the 2nd District, 2nd Section, Fulton County, said iron pin also being located on the northern land lot line of Land Lot 748 of the 1st District, 2nd Section, Fulton County; thence leave said common land lot corner N17°32'36"E for a distance of 228.11' to a point, said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING THUS ESTABLISHED; thence S88°08'04"W for a distance of 0.62 feet to a point; thence N83°08'34"W for a distance of 55.35 feet to a point; thence N84°56'12"W for a distance of 145.73 feet to a point; thence N77°27'32"W for a distance of 19.23 feet to a point; thence N08°26'52"W for a distance of 21.42 feet to a point; thence S77°27'32"E for a distance of 25.60 feet to a point; thence S84°56'12"E for a distance of 144.74 feet to a point; thence S83°08'34"E for a distance of 54.14 feet to a point; thence S88°08'04"W for a distance of 0.59 feet to a point; thence S00°58'55"E for a distance of 20.00 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel contains 0.102 acres.

PARTIAL EASEMENT ABANDONEMENT
 EXHIBIT FOR:
ROWES DOWNTOWN

LOCATED IN LAND LOTS 1267 & 1268
 2nd DISTRICT, 2nd SECTION
 CITY OF ALPHARETTA
 FULTON COUNTY, GEORGIA
 OCTOBER 11, 2018



LINE	BEARING	DISTANCE
SSX-1	S88°08'04" W	0.62'
SSX-2	N83°08'34" W	55.35'
SSX-3	N84°56'12" W	145.73'
SSX-4	N77°27'32" W	19.23'
SSX-5	N08°26'52" W	21.42'
SSX-6	S77°27'32" E	25.60'
SSX-7	S84°56'12" E	144.74'
SSX-8	S83°08'34" E	54.14'
SSX-9	S88°08'04" W	0.59'
SSX-10	S00°58'55" E	20.00'
SSX-11	N77°27'32" W	31.74'
SSX-12	N29°28'12" W	13.46'
SSX-13	S77°27'32" E	40.79'
SSX-14	S12°32'28" W	10.00'

GUNNIN
 LAND SURVEYING

107 Mountain Brook Drive, Suite 104 Canton, GA 30115
 www.gunninsurveying.com License No. LSF 001033
 T: 678.880.7502
 F: 678.609.4731

**A RESOLUTION DECLARING THE RESULTS OF THE
CITY OF ALPHARETTA SPECIAL HOMESTEAD EXEMPTION ELECTION
HELD ON NOVEMBER 6, 2018**

WHEREAS, pursuant to an Ordinance approved and adopted by the Council of the City of Alpharetta, Georgia (the "Council") on July 23, 2018, a special election was called to be held in the City of Alpharetta, Georgia on Tuesday, November 6, 2018, to submit to the electors of the City of Alpharetta, the question of whether a new homestead exemption from City of Alpharetta property taxes for city purposes in the amount of the difference between the current year assessed value of a home and its lowest base year value, provided that the lowest base year value will be adjusted yearly by the lesser of 3 percent or the inflation rate; and

WHEREAS, the City contracted with Fulton County to conduct the election for the City; and

WHEREAS, the election was held and conducted in all respects in accordance with the election laws of the State of Georgia, Fulton County, and the Charter and Ordinances of the City of Alpharetta; and

WHEREAS, the Fulton County Board of Elections and Registration, as Election Superintendent, has certified to the City that the results of the election were as follows:

Do you approve a new homestead exemption from City of Alpharetta property taxes for city purposes in the amount of the difference between the current year assessed value of a home and its lowest base year value, provided that the lowest base year value will be adjusted yearly by the lesser of 3 percent or the inflation rate?

YES	-	18,174
NO	-	5,302

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Alpharetta, and **IT IS HEREBY RESOLVED** by the authority of the Council, that the certified returns made by the Election Superintendent of the election of November 6, 2018 be received, filed and spread upon the minutes of this body, and that the election results are declared to be as certified.

ADOPTED AND APPROVED this 26th day of November, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Donald Mitchell

Karen Richard

(SEAL)

Attest:

Coty Thigpen, City Clerk

3037151

**A RESOLUTION DECLARING THE RESULTS OF THE
CITY OF ALPHARETTA SPECIAL SUNDAY ALCOHOL SALES ELECTION
HELD ON NOVEMBER 6, 2018**

WHEREAS, pursuant to an Ordinance approved and adopted by the Council of the City of Alpharetta, Georgia (the "Council") on July 23, 2018, a special election was called to be held in the City of Alpharetta, Georgia on Tuesday, November 6, 2018, to submit to the electors of the City of Alpharetta for approval or rejection, the question of extended hours for Sunday alcohol sales; and

WHEREAS, due and proper legal notice of the election was provided as required by law; and

WHEREAS, the City contracted with Fulton County to conduct the election for the City; and

WHEREAS, the election was held on November 6, 2018 and conducted in all respects in accordance with the election laws of the State of Georgia, Fulton County, and the Charter and Ordinances of the City of Alpharetta; and

WHEREAS, the Fulton County Board of Elections and Registration, as Election Superintendent, has certified to the City that the results of the election were as follows:

"Shall the governing authority of the City of Alpharetta, Georgia be authorized to permit and regulate Sunday sales of distilled spirits, or alcoholic beverages for beverage purposes by the drink from 11:00 a.m. to 12:30 p.m.?"

YES	18,812
NO	6,811

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Alpharetta, Georgia and **IT IS HEREBY RESOLVED** by authority of the Council, that the above-certified returns made by the Election Superintendent of the election of November 6, 2018, be received, filed and spread upon the minutes of this body and the returns be approved as true and correct.

BE IT FURTHER RESOLVED, and **IT IS HEREBY FURTHER RESOLVED** by the authority aforesaid, that the above-certified returns of the election be declared and they are hereby declared to be the

results of the election.

ADOPTED AND APPROVED this 26th day of November, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____ Jim Gilvin, Mayor

COUNCIL MEMBERS

_____ Jason Binder

_____ Ben Burnett

_____ John Hipes

_____ Dan Merkel

_____ Donald Mitchell

_____ Karen Richard

(SEAL)

Attest:

Coty Thigpen, City Clerk

3037676



City Council Meeting STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris
Meeting Date: November 26, 2018

I. AGENDA ITEM TITLE: INDICATION OF INTEREST (IOI) TO PURCHASE CITY-OWNED COMMERCIAL CONDOMINIUM UNIT LOCATED IN MILTON AVENUE PARKING DECK

II. RECOMMENDATION:

Please approve an Indication of Interest (IOI) to purchase a City-owned commercial condominium unit located in the Milton Avenue parking deck.

III. REPORT IN BRIEF:

The parking deck, which is currently under construction by The Christman Company, was designed to have commercial space on the ground floor facing Milton Avenue. The total space of 5,579 square feet will be split between 800 square feet of space that will remain with the City to house a police substation and 4,779 square feet of space will be sold as a condo unit subject to a declaration.

The Indication of Interest (IOI) draft is attached for review.

IV. ALTERNATIVES:

V. ATTACHMENTS:

IOI 19-1004 Sale of Commercial Condo Unit

**CITY OF ALPHARETTA
INDICATION OF INTEREST (IOI)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

IOI TITLE: INDICATION OF INTEREST TO PURCHASE CITY-OWNED COMMERCIAL
CONDOMINIUM UNIT LOCATED IN MILTON AVE. PARKING DECK

IOI #: 19-1004

IOI RESPONSE DUE DATE/TIME: THURSDAY, JANUARY 10, 2019, 10:00 AM

IOI ISSUE DATE: THURSDAY, DECEMBER 6, 2018

NUMBER OF PAGES: 9

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Debora Westbrook
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT AN INDICATION OF INTEREST (IOI):

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. IOI RESPONSE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **SEVEN** PAPER COPY OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. NO PUBLIC OPENING WILL BE HELD FOR IOI RESPONSES

RETURN SEALED IOI TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
IOI Title & Number as noted on top of this page
IOI Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with an IOI, the authorized signer and represented firm have read, understand, and agree to information within this Indication of Interest and with required and informational documents, files, and/or forms posted to webpage for this IOI and made part of this IOI and any contract that may be awarded as a result of response to this IOI. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this IOI, has made a personal examination of the site proposed for sale, is satisfied as to the actual conditions and requirements, and hereby proposes and agrees that if Offeror's IOI is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/ OFFEROR NAME: _____

FIRM/OFFEROR MAILING ADDRESS: _____

FIRM/ OFFEROR PHONE NUMBER(S): _____

FIRM/ OFFEROR FAX NUMBER(S): _____

EMAIL ADDRESS FOR OFFEROR'S CONTACT: _____

AUTHORIZED OFFEROR SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

OFFEROR FEDERAL I.D. NUMBER: _____

OFFEROR DUNS NUMBER: _____

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SECTION 1: SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
1. IOI Issue Date.....	Thursday, December 6, 2018
2. Deadline for Receipt of Written Questions	(Wednesday, January 2, 2019, 4:00 PM)
• Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at https://www.ebidexchange.com/alpharetta See Appendix B, Section A.2.3	
3. Deadline for Posting of Written Answers	(Friday, January 4, 2019, 4:00 PM)
• Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta . All substantial changes to scope, specs, etc. will be posted by written addendum. See Appendix B, Section A.2.4	
4. IOI Response Due Date/Time	(Thursday, January 10, 2019, 10:00 AM)

CITY HALL NORMAL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
 Friday 8:30 AM – 4:30 PM (All time references in this document are to be understood as local, Eastern Time for our City.)

Offeror is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any IOI response left prior to opening time, left after closing times, or left with someone other than 1st floor Cashier’s Office or Finance Procurement Team will be at Offeror’s risk.

It shall be the Offeror’s sole risk to assure delivery to the 1st floor Cashier’s Office at the designated location by the designated IOI Response Due Date/Time noted on Cover Page, page 1 and in Section 1 Schedule of Events of this document.

Late responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested or no reply from Offeror within 72 hours of City’s email response.

SECTION 2: INDICATION OF INTEREST (IOI)

2.1 Project Overview

The City of Alpharetta (City) is requesting responses from buyers interested in purchasing a commercial condo unit subject to a declaration. The prospective commercial unit is a shell of approximately 4,779 sq. ft. with street front visibility and access on the ground floor of the City's new parking garage. The location is 92 Milton Avenue, Alpharetta, GA. Upon completion of construction of the parking deck, estimated to be Spring, 2019, the space will be ready for build-out and will be stubbed for county water/sanitary sewer, natural gas, electricity, and communications. The space will be roughed-in for a grease trap.

As seen in the drawing in Appendix C of this IOI, the entire space is approximately 5,579 sq. ft. of which one condominium unit of approximately 800 sq. ft. will remain with the City to use as a police substation, leaving one unit of 4,779 sq. ft. for commercial purposes.

Area public parking includes 263 spaces within the 4-floor parking deck and 9 on-street parking spaces in front of this commercial space.

2.2 Organization of Indication of Interest (IOI)

Each IOI must be organized in the order set forth below. Paper 'Original' and each paper 'Copy' shall have tabs separating each section. Original, all paper copies, and digital copies must contain same information. Original IOI and all Copies must be submitted in a sealed envelope/package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with IOI response;
2. **Cover Letter and Statement of Interest**
3. **Required Form** – Complete Appendix A *City of Alpharetta Disclosure Form and Certificate of Non-Collusion* as directed on each form
4. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
5. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.

2.3 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to complete the purchase of this space.

2.4 Non-Collusion Affidavit

By submitting an indication of interest, the Offeror represents and warrants that such interest is genuine and not sham or collusive or made in behalf of any person not therein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from responding and that the Offeror has not in any manner sought by collusion to secure to that Offeror any advantage over any other Offeror.

See Appendix A for City of Alpharetta Disclosure Form and Certificate of Non-Collusion. This form must be completed in its entirety, signed by the firm's authorized signer, and returned with your response in order for the response to be eligible for consideration.

APPENDIX A: REQUIRED FORMS

Forms required to be returned with every response to this request. These forms are necessary to ensure compliance with various laws as described within the procurement.

Instructions for Submitting Required Forms: One completed original of each form listed below shall be returned within the sealed 'Original' Response package. Offeror's response may be declared non-responsive if all forms are not returned complete with all information, signatures, and notarized (if required).

1. Disclosure Form and Certificate of Non-Collusion

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
 (PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
 Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

APPENDIX B: GENERAL PROCUREMENT INFORMATION**A. OFFEROR INSTRUCTIONS****A.1 Single Point of Contact**

- Any Offeror interested in responding to the Indication of Interest is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Single point of contact information is located on cover page of this document

A.2 Document Review

A.2.1 Review: Offerors should carefully review the procurement in its entirety including all instructions, requirements, specifications, addenda, and terms/conditions. Offeror shall promptly notify the Procurement Agent, identified as single point of contact for this solicitation, in writing according to Appendix C, Section A.2.4 Form of Questions concerning any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of the procurement.

A.2.2 Addenda: The City may revise the procurement by issuing an addendum prior to the Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the original procurement document at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the procurement documents for the project and part of any subsequent contract.

- Any material changes to the procurement will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Any other form of interpretation, correction, or change to the procurement will not be binding upon the City.
- Offerors replying to the request must sign and return any addendum acknowledgement page with their response.
- Failure to submit the procurement response in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify Offerors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for the project.

A.2.3 Form of Questions:

- Questions must be addressed in writing using the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- Questions must be received by the City on or before time and date noted in Section 1 Schedule of Events.
- Each question must be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

A.2.4 City's Answers:

- The City will provide official written answers to all written questions received on or before Question Deadline noted in procurement Section 1 Schedule of Events.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- All questions will be answered within the question tab or in an officially posted addendum.

A.3 Pre-Conference, Site Visit (If Offered)

If Offered, the date and time of a pre-bid or pre-proposal conference or site visit will be noted in Section 1 Schedule of Events.

- **Mandatory Pre-Bid or Pre-Proposal Conference or Site Visit:** Mandatory pre-proposal conference or site visit will start on time. Late attendees may not be admitted or allowed to sign-in. Proposals will only be accepted from Offerors that were in attendance and signed-in at the meeting.
- **Voluntary Pre-Bid or Pre-Proposal Conference or Site Visit:** Participation in the conference is optional. However, it is advisable that all interested parties participate.
- For either Mandatory or Voluntary Conference, Event Registration prior to the conference is requested, but not necessary to attend. Registration may be completed at the Events tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>
- All responses to questions at the Pre- Conference or Site Visit will be oral and in no way binding on the City. (See Section A.2.3)

A.4 Submitting a Response to an IOI

A.4.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any response that fails to comply with the instructions, is difficult to understand, is difficult to read, or is missing any requested information.

A.4.2 Standard Forms: Offerors **must** respond to the procurement by completing the standard forms set forth in Appendix A: Required Forms. The standard forms include legal requirements that must be met before the contract award process commences. See procurement Appendix A: Required Forms for further instructions.

A.4.3 Standard Contract: By submitting a response to the procurement, and if additional negotiations or price proposal is accepted by the City, Offeror agrees to execute a contract materially incorporating those certain provisions set forth in all procurement documents and including, but not limited to Appendix B, Section C. Additional Terms and Conditions upon contract approval by the City Council. However, the City notifies and the Offeror acknowledges that Additional Terms and Conditions does not define the total extent of the contract language.

A.4.4 Offeror's Signature:

- The Cover Page of the procurement and any other pages requiring signatures must be completed and signed in ink by an individual authorized to legally bind the entity submitting the response and must be submitted with the response.
- By signing and submitting a response to the procurement, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this procurement; has made a personal examination of the commercial unit; is satisfied as to the actual conditions and requirements; and hereby agrees that if Offeror's proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the response must be furnished upon request.

A.5 Cost of Preparing a Response

A.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering proposals or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their response.

A.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to the procurement become the property of the City and are to be appended to any formal documentation,

which would further define or expand any contractual relationship between the City and Offeror resulting from the procurement process.

A.6 Accessing Procurement Opportunities

Offerors interested in responding to the procurement can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site are required to view/download documents and view/ask questions.

B. RESPONSE RECEIPT AND EVALUATION PROCESS

B.1 Authority

The procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all responses and to waive technicalities and informalities as further set forth in this section.

B.2 IOI: Receipt of Indication of Interest: Public Inspection

Upon receipt of all sealed responses, 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 responses be considered open record until after council award. All information received in response to an IOI, 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 offeror 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 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.3 Indication of Interest (IOI):

An IOI is the very early stage of the procurement planning process to provide potential buyers with an avenue to register their interest. Responses to an IOI may not result in a contract.

Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all Indications of Interest, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. The City may also invite Offerors to a Presentation and Interview to clarify their IOI response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations, if requested, shall be at the Offeror's expense.

Additional Procurement: The City may continue the process from this IOI with an Invitation to Bid (ITB) or a Request for Proposals (RFP).

B.4 City's Rights Reserved

While the City has every intention to award a contract as a result of the procurement process, issuance of the IOI in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate the IOI at any time. A notice of cancellation will be issued on the City's website. If the IOI is cancelled, the City will not reimburse any offeror for the preparation of their Response. Responses may be returned, at Offeror's expense, upon request if unopened;
- reject any or all responses or submissions received in response to the IOI;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of the IOI which would not have significant impact on any response;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

C. ADDITIONAL TERMS AND CONDITIONS

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Offeror's response. Any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

C.1 Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the successful Offeror, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein 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 successful Offeror under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

APPENDIX C: SITE DRAWING

[REMAINDER OF THIS PAGE BLANK]

PAY PLAN

11/06/18

GRADE LEVEL	MINIMUM	MID-POINT	MAXIMUM
B	\$26,250	\$36,225	\$ 46,200
C	\$31,500	\$45,205	\$ 58,910
D	\$36,750	\$54,760	\$ 72,770
E	\$42,000	\$62,610	\$ 83,220
F	\$47,250	\$70,405	\$ 93,560
G	\$53,550	\$76,845	\$100,140
H	\$60,900	\$84,020	\$107,140
H/P	\$60,900	\$85,260	\$109,620



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

Mayor and Council,

The City has a pay plan that most all full time employees fit into depending on their job requirements. The pay plan is attached.

Tonight I respectfully request that in Grade level B the minimum pay for any full time employee be set at \$16.00 an hour. This will affect fifteen employees and any employees hired from now on in that grade level. The annual cost is right at \$32,000.

I know we all appreciate and care for all four hundred twenty five of our full time employees, and in the very near future we will ask you to hire someone take a look at how we stack up with our competition in the North Fulton area. Yet in the meantime we also know that these men and women are affected more by rising food prices and in general the cost of living than some of the rest of us and that is why I ask you to consider this increase this evening.

I will be happy to answer any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "BA" with a flourish.

Bob

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
JOHN HIPES
DAN MERKEL
KAREN RICHARD

CITY ADMINISTRATOR
ROBERT J. REGUS

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (this "Amendment") is entered into this ____ day of November, 2018, between the CITY OF ALPHARETTA, a political subdivision of the State of Georgia ("City") and OLD ROSWELL ST, LLC, a Georgia limited liability company ("Developer").

WHEREAS, The Carlos L. Bagwell Revocable Living Trust is the owner of that certain parcel of land located in Fulton County, Georgia, having a street address of 40 Old Roswell Street, Alpharetta, Georgia 30009 and being leased by Developer (the "Leased Property"); and

WHEREAS, Developer has a material interest in utilizing the Leased Property to provide parking in close proximity for the building and improvements located on that certain parcel of land within Fulton County, Georgia, having a street address of 33 South Main Street, Alpharetta, Georgia 30009 ("Liberty Hall"); and

WHEREAS, the City and Developer previously entered into that certain Agreement dated March 23, 2017, (the "Agreement") for the purpose of improving the Leased Property so as to provide temporary public parking within downtown Alpharetta and in close proximity to Liberty Hall (the "Parking Improvements"); and

WHEREAS, pursuant to the Agreement, the City paid \$94,487.19 to improve the Leased Property for said purpose; and

WHEREAS, Section 2, Page 2 of the Agreement contains the following provision:

"If for any reason the Lease is terminated prior to three (3) years, Developer shall reimburse the City for the cost of the Parking Improvements on a prorata basis."

which was designed to make the City whole in the event the Lease was not continued (the "Reimbursement Concept"); and

WHEREAS, the City is presently constructing a parking deck located on Milton Avenue (the "Parking Deck") with an approximate completion date of January 2019; and

WHEREAS, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

NOW THEREFORE, for and in consideration of the sum of One Dollar and other valuable considerations paid by one another to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the Agreement as follows:

1. Developer remains responsible to pay the City, upon the receipt of its Certificate of Occupancy for Liberty Hall from the City, the sum of \$175,000.00, which shall constitute payment in full of all payments due to the City's Downtown Parking Fund under the current zoning conditions applicable to Liberty Hall.

2. The Agreement shall remain in full force and effect until the first of the following to occur: (a) such date as the Parking Deck is opened to the public for general public parking, or (b) March 23, 2019 (the earlier of item (a) or (b) being referred to herein as "Opening Day").

3. Within fifteen (15) days of Opening Day, Developer shall reimburse the City, consistent with the Reimbursement Concept, with a prorata share of the \$94,487.19, the payment being prorated over the three-year period originating from the date of the Agreement through March 23, 2020.

4. The City and Developer agree that each has complied with all of its obligations under the Agreement through the date of this Amendment.

5. The Leased Property continues to meet all zoning requirements and conditions for use as a parking lot as stated in Section 3 of the Agreement. No payment of impact fees with respect to the Parking Improvements shall be due from Developer upon the expiration of the Agreement as amended. Developer shall not incur any expense for tree recompense for trees that were removed in connection with the prior grading and construction completed as part of the Parking Improvements. The City further agrees that the Leased Property, in its current improved condition of pavement and gravel, may continue to be used for parking without further improvement. The City and Developer agree that this paragraph shall survive the expiration or termination of the Agreement.

6. This Amendment will be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

THE CITY AND DEVELOPER AGREE that all of the other terms and conditions of the Agreement shall remain in full force and effect, unless subsequently modified by express writing. Upon execution by the City and Developer, this Amendment shall be attached to and form a part of the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this Amendment.

(Signatures included on following page.)

THE CITY
City of Alpharetta

DEVELOPER
Old Roswell St, LLC

James Gilvin, Mayor

John Adams, Manager

APPROVED AS TO FORM:

C. Sam Thomas, P.C.
The City Attorney