



CITY COUNCIL MEETING & PUBLIC HEARING JULY 25, 2022

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. Alpharetta Sharks Swim Team - Season Recognition

V. PARTNERSHIP UPDATE

A. Tech Alpharetta Graduate

VI. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 7/11/2022)

B. Alcoholic Beverage License Applications

**1. PH-22-AB-19 TBB 122, LLC
122 Marietta Street, Alpharetta, GA 30009**

Restaurant
Consumption on Premises
Liquor, Beer, Wine, & Sunday Sales
Owner: TBB 122, LLC
Registered Agent: Michele Sedgwick

**2. PH-22-AB-20 Flourish Restaurants, LLC, d/b/a Foundation Social Eatery and Petite FSE
55 Roswell Street, Suite 100, Alpharetta, GA 30009**

Restaurant
Consumption on Premises
Liquor, Beer, Wine, & Sunday Sales
Owner: Flourish Restaurants, LLC
Registered Agent: Bernard Tokarz

**3. PH-22-AB-21 CBS 2500 Old Milton, LLC, d/b/a Craft Burger by Shane
2500 Old Milton Parkway, Suite 100, Alpharetta, GA 30009**

Restaurant
Consumption on Premises
Beer, Wine, & Sunday Sales
Owner: CBS 2500 Old Milton, LLC
Registered Agent: June Hwa Lee

VII. PUBLIC HEARING

A. Z-22-10 / V-22-22 / 1110 Upper Hembree Road

Consideration of a rezoning and variance to allow an existing structure to be re-used as

an office on approximately one (1) acre. A rezoning is requested from R-15 (Dwelling, 'For-Sale', Residential) to O-P (Office-Professional) and a variance is requested to allow gravel parking. The property is located at 1110 Upper Hembree Road and is legally described as being located in Land Lots 550 & 551, 1st District, 2nd Section, Fulton County, Georgia.

VIII. NEW BUSINESS

- A. Alpha Link - Project Framework Agreement with GDOT**
- B. Windward Parkway Pedestrian Bridges and Drainage Issue, RFQ 22-1006**
- C. Right to Enter Agreement between Alpharetta Family Skate Center, LLC and the City of Alpharetta, Georgia**
- D. Roof Replacement at Fire Station 84**
- E. Roof Retrofit at the Alpharetta Community Center**
- F. Network Refresh and Update 2022-2023**
- G. Information Technology Equipment Refresh 2022-2023**
- H. Renewal of Microsoft Azure Cloud Services (IAAS) 2022-2023**

IX. PUBLIC COMMENT

X. REPORTS

XI. RECESS TO EXECUTIVE SESSION

- A. July 25, 2022 City Council Executive Session**

XII. RECONVENE CITY COUNCIL MEETING

XIII. ADJOURNMENT



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: ECONOMIC DEVELOPMENT

SUBMITTED BY: LANCE MORSELL

DRAFTED BY: LANCE MORSELL

I. AGENDA ITEM TITLE: TECH ALPHARETTA GRADUATE- YARDZ

II. RECOMMENDATION:

III. REPORT IN BRIEF: YARDZ IS TECH ALPHARETTA'S 20TH INCUBATOR GRADUATE. YARDZ HAS GROWN ITS ENTITY TO THE POINT WHERE A LARGER SPACE IN ALPHARETTA IS NEEDED. TECH ALPHARETTA HAS ASKED COUNCIL TO RECOGNIZE YARDZ'S SUCCESS AD CONTRIBUTION TO THE ALPHARETTA COMMUNITY

IV. FISCAL IMPACT:

V. DISCUSSION:

VI. ATTACHMENTS:

- None



STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 7/11/2022)

II. RECOMMENDATION:

Approve the Council meeting minutes from July 11, 2022 at 6:30 p.m. as part of the Consent Agenda.

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>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

City Clerk, Lauren Shapiro, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the City Council meeting on July 11, 2022 at 6:30 p.m.

V. ALTERNATIVES:

VI. ATTACHMENTS:

CC Meeting Minutes 7.11.2022



City Council Meeting & Public Hearing

JULY 11, 2022

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. 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 Dan Merkel
- Donald F. Mitchell
- Brian Will
- Douglas J. DeRito
- John Hipes
- Jason Binder

• Staff

- Bob Regus, City Administrator
- Priya Patel, City Attorney with Jarrard & Davis
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Adam Montgomery, Information Security Manager
- Lance Morsell, Economic Development Manager
- Trent Lindgren, Police Major

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 6/27/2022 at 6:30 p.m.)

B. Financial Management Report: Month Ending May 31, 2022

- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda.
 - Council Member Hipes seconded the motion.
 - The motion was approved (6-0-1; as Mayor Pro Tem Merkel abstained since he was not present during the June 27, 2022 City Council meeting).

V. PUBLIC HEARING

A. V-21-33/ Citgo 174 North Main Street Variance

DEFERRED: This item has been deferred by the Applicant to August 15, 2022. It will not be heard or considered during the July 11, 2022 City Council meeting.

Consideration of a variance to reduce the landscape strip along North Main Street from 10' to 2'. The property is located at 1174 North Main Street and is legally described as being located in Land Lot 1252, 2nd District, 2nd Section, Fulton County, Georgia.

VI. NEW BUSINESS

A. Conflict Waiver – City of Alpharetta and Development Authority of Alpharetta

Conflict Waiver Regarding Jarrard & Davis, LLP Joint Representation of the City of Alpharetta and the Development Authority of Alpharetta Related to a Funding Arrangement for a Local Jobs Program.

- City Attorney, Priya Patel, came forward to present this item.
- This conflict waiver would allow Jarrard & Davis to represent both the City of Alpharetta and the Development Authority of Alpharetta related to the funding arrangement for the local jobs program.

Public Comments:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the conflict waiver regarding Jarrard & Davis, LLP joint representation of the City of Alpharetta and the Development Authority of Alpharetta related to a funding arrangement for a local jobs program.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).

B. Jobs Tax Credit IGA

- Economic Development Manager, Lance Morsell, came forward to present this item.
- If approved, this IGA would go before the Development Authority during their July 2022 meeting.

- The grant was originally created in 2014. As this program is currently structured, for each job created in Alpharetta (by a new or expanding business that qualifies for the Georgia Job Tax Credit Program) and for which a current resident of the City of Alpharetta is hired, the City will pay to the business a direct grant of \$250 to \$500 per new employee up to a maximum cumulative amount of \$80,000. The grant may be claimed for eligible new full-time, permanent jobs at the Alpharetta facility and may be claimed in years two and three if the Alpharetta resident continues to be employed.
- This has been vital for the Economic Development toolkit in consulting with corporations considering moving to the City of Alpharetta.

Public Comments:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the Fourth Amendment to the intergovernmental contract for the Alpharetta Jobs Creation Grant Program for the period July 1, 2022 through June 30, 2023 and to authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

C. Permanent Construction Easement – McGinnis Ferry Road Widening Project

- City Attorney, Priya Patel, came forward to present this item.
- During the June 27, 2022 City Council meeting, City Attorney, Molly Esswein, presented Mayor and Council with the possibility of a Quit Claim Deed. Mayor instructed the City Attorney to explore alternative options instead of a Quit Claim Deed.
- As an alternative, a permanent construction easement would allow for Forsyth County to complete construction and maintenance of McGinnis Ferry Road, which is needed for the McGinnis Ferry Road Widening project, but it allows Alpharetta to own the underlying land.

Public Comments

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the permanent construction easement, as presented by the City Attorney.
 - Council Member Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

D. Discontinuation of Glass Recycling Services

- Director of Finance, Tom Harris, came forward to present this item.
- In accordance with Section 8(d) of the Contract for Services between the City of Alpharetta and BFI Waste Services LLC dated March 4, 2022, the City intends to provide 30-days' notice of its intent to cease glass recycling services.
- About 15-20% of the City uses glass recycling, and glass recycling increases to about 25-30% during holidays. Discontinuation of glass services will result in a reduction of -\$4.07 each month for the City and a reduction of -\$4.19 each month for customers.

- Notice Date: July 13, 2022
- Last day of glass recycling service: August 12, 2022.

City Council Discussion:

- Council Member Hipes shared that for seniors (especially those who do not use glass recycling services) will receive a 26% reduction in cost for their sanitation services.
- Council Member Will asked what percentage of glass is actually recycled.
 - Director Harris shared that 100% of the glass that is placed specifically in the glass recycling bin goes directly to a company that only recycles glass.
- Council Member DeRito shared that we attempted to work with Republic to address glass collection, but Republic failed on their contractual obligations to pick up glass throughout the City. Further, he shared that if we give Republic a 30-day notice, that he would still like to look at other options for a recycling program.
- Council Member Binder shared that he is proud of the City of Alpharetta, and that we are one of the only cities in our area that has curbside glass recycling. Further, he would like to continue the conversation of finding other options for recycling (whether a pick-up service or partnering with another city or even the County).

Public Comments:

- Margaret Culver (1135 Chasewood Trail, Alpharetta, GA 30005)
 - Ms. Culver suggested a monthly glass pick-up service, and she shared that she believes that neither she (nor her neighbors) need glass recycling to be picked up every week.
- Kimberly Davis (407 Michael Drive, Alpharetta, GA 30009)
 - Ms. Davis shared that she was curious to know whether or not businesses recycle glass because that would help contribute to the amount of glass that the city recycles. Ms. Davis also shared that because styrofoam and plastic cannot be placed into the curbside recyclables, she takes them to Publix, and she would like for the city to consider if there may be an area where more people could take recyclable materials.
- Eugene Wallen (representing Strategic Materials at 3050 Roosevelt Highway, College Park, GA 30349)
 - Mr. Wallen shared that the City's recycled glass comes to his facility in College Park, Georgia. Strategic Materials is one of the largest glass recycling companies in North America. Most glass that comes to Strategic Materials is brought from other states. Companies would like to be able to purchase and source more recycled glass, but not enough glass is generated through recycling efforts. Strategic Materials employs about 2,000 people.

- ❖ Council Member Binder offered a motion to approve the discontinuation of glass recycling services with Republic.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).
 - There was discussion during the motion about the following:
 - Council Member Binder recommended having the Natural Resources Commission look at alternatives and options for recycling.
 - Council Member Hipes shared that this is an important issue to a lot of people. Mayor and Council received several emails from people who were not receiving glass pick up services, and also received a great number of emails of people who wanted to end the glass recycling program.
 - Mayor Pro Tem Merkel shared that this vote tonight is to discontinue a service that is not working, not getting rid of glass recycling completely or forever.
 - Council Member DeRito shared that this vote will be the start of providing a level of service that our residents expect.
 - Mayor Gilvin shared that it was exceptional that the City was offering a curbside pickup service for glass; no other cities in the area are offering that.

E. Submission and Award: FY 2020 Emergency Management Performance Grant

- Police Major, Trent Lingdren, came forward to present this item.
- Staff is recommending that Mayor and Council approve the submission of the FY 2020 Emergency Management Performance Grant application and authorize the Mayor to execute all necessary documents.
- The grant has already been applied for and awarded by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) in the amount of \$45,950. The items would be purchased initially by the City of Alpharetta, and then, GEMA/HS would reimburse the City for the expenses. The deadline for using these funds is August 31, 2022.
- Funding under this program would be for the North Fulton SWAT Team, comprised of the City of Alpharetta, City of Roswell, and the City of Milton. The items that would be purchased (and reimbursed by the grant) would be the following: (1) Transend Vantage Robot: \$5,970, (2) Wolf Tracker Radar System: \$5,130, and (3) Vantage Robot: \$33,000. The total purchases would be for \$44,100.

Public Comments:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the submission of the FY 2020 Emergency Management Performance Grant application and to authorize the Mayor to execute all necessary documents.

- Council Member Hipes seconded the motion.
- The motion was approved unanimously (7-0).
- City Attorney, Priya Patel, recommended a dollar amount to be attached to the motion, so that the authorized amount is clear. The grant amount for FY 2020 is \$45,950.00, and the purchase price of the equipment is \$44,100.00
- ❖ Council Member Binder offered a motion to reconsider the approval of the submission of the FY 2020 Emergency Management Performance Grant application.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).

Public Comments:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve of the submission of the FY 2020 Emergency Management Performance Grant application in the amount of \$45,950.00, although the City will only utilize \$44,100.00 and to authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).
 - There was discussion during the motion about the following:
 - Council Member Mitchell asked why the approval is for \$45,950.00 when the amount needed is \$44,100.00.
 - Police Major Lindgren shared that the SWAT team used less for their equipment than the ceiling of the grant amount.

F. Submission and Award: FY 2021 Emergency Management Performance Grant

- Police Major, Trent Lingdren, came forward to present this item.
- Staff is recommending that Mayor and Council approve the submission of the FY 2021 Emergency Management Performance Grant application and authorize the Mayor to execute all necessary documents.
- The grant has already been applied for and awarded by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) in the amount of \$22,500. The items would be purchased initially by the City of Alpharetta, and then, GEMA/HS would reimburse the City for the expenses. The deadline for using these funds is September 30, 2023.
- Funding under this program would be for the North Fulton SWAT Team, comprised of the City of Alpharetta, City of Roswell, and the City of Milton. The items that would be purchased and reimbursed by the grant would be the following: (1) Tactical Electronics Door Camera Kit \$18,965.32 and (2) Viking Tactics Breaching Tools \$3,325 for a total of \$22,290.32.

Public Comments:

- There were no public comments.

City Council Discussion:

- Council Member Hipes shared that he is unclear on the amount for the grant.
- Mayor Gilvin asked whether or not a dollar amount is required for this motion and the previous motion.
 - City Attorney, Priya Patel, recommended a dollar amount to be attached to the motion so that the authorized amount is clear, and further recommended that this item be tabled until later in the meeting.
- ❖ Council Member Binder offered a motion to table submission and award of FY 2021 Emergency Management Performance Grant.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).
- ❖ Council Member Mitchell offered a motion to remove submission and award of FY 2021 Emergency Management Performance Grant off of the table.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).
- City Attorney, Priya Patel, suggested that Mayor and Council offer a motion to approve the submission for the purchase of equipment in the amount to \$22,290.32
- The grant amount for FY 2021 is \$22,500.00, and the purchase price of the equipment is \$22,290.32.

Public Comments:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the submission of the FY 2021 Emergency Management Performance Grant application in an amount of \$22,500.00 although the City will only utilize \$22,290.32 and to authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).

G. Alpharetta Community Center Gym Floor Replacement / Moisture Barrier

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award of a contract for replacement of the Alpharetta Community Center Gym Floor to Success Sports Surfacing, LLC (under the competitively procured Sourcewell contract #060518-CSC-1) in the amount of \$175,000.00 and authorize the Mayor to execute all necessary documents.
- The Alpharetta Community Center gym floor needs a major overhaul. The gym floor is 25+ years old and has been sanded and refinished as many times as possible.

- Utilization of this contract provides a solution that is within budget and also provides the necessary time savings to ensure project completion by the beginning of the 2022 Youth Basketball season.
- The recommended vendor, Success Sports Surfacing, LLC, is a subcontractor for Connor Sport International, LLC, which was one of the vendors awarded through the RFP for Athletic Surfacing that resulted in Sourcewell contract #060518-CSC-1.

Public Comments:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award of a contract for replacement of the Alpharetta Community Center Gym Floor to Success Sports Surfacing, LLC (under the competitively procured Sourcewell contract #060518-CSC-1) in the amount of \$175,000.00 and to authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

H. Recurring Synthetic Turf Field Replacement (Field 4 at Wills Park)

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award of a contract for replacement of the synthetic turf at Wills Park Field 4 to Sprinturf LLC (under the competitively procured Sourcewell contract #031622-HLC) in the amount of \$492,610.00 and authorize the Mayor to execute all necessary documents.
- The turf was installed in 2009, and the average life of a turf field is 8-10 years. Understanding that the overall wear and tear for this field would be less than our rectangular fields, we scheduled it to be replaced at 10 years. The infield reached its life capacity 2 years ago and must be replaced.
- Sprinturf has been awarded four (4) previous turf projects along with the renovation of the Town Green. When the advertisement for bids for the replacement of Turf 2 at North Park was issued, Sprinturf was the only company that responded and quoted. All projects have been completed on time and on budget.
- FY 2023 funding for this initiative totaled \$550,000.

Public Comments:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award of a contract for replacement of the synthetic turf at Wills Park Field 4 to Sprinturf LLC (under the competitively procured Sourcewell contract #031622-HLC) in the amount of \$492,610.00 and authorize the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

VII. PUBLIC COMMENT

- Madhu Chaterjee and Seema Kohli (both representing the company, Vendorship, which is located at 2972 Webb Bridge Road, Suite 102, Alpharetta, GA 30009)
 - Ms. Chaterjee and Ms. Kohli came forward on behalf of Tech Alpharetta company Vendorship, to give thanks to the Mayor and City Council for their commitment, leadership, contributions to Tech Alpharetta.

VIII. REPORTS

- City Administrator, Bob Regus, shared that during the June 27, 2022 City Council meeting, the Mayor and City Council gave Mr. Regus and the City Attorney the authority to identify a third-party to conduct an investigation regarding allegations that served as the subject matter of Judicial Qualifications Commission's investigation of the Alpharetta Municipal Court Judge, Barry Zimmerman. Mr. Regus shared that he emailed Mayor and City Council last week and stated that Randy Rich will conduct this investigation.
- Council Member Mitchell gave thanks to Morgan Rodgers and the Department of Parks, Recreation, and Cultural Services for the July 4th Fireworks Event. Although it rained, the parks looked great. He further gave thanks to Webb Bridge Road Fire Station for explaining to a visitor the process of becoming a fire fighter. This visitor from Connecticut was blown away by their generosity.
- Mayor Gilvin gave thanks to the city's police officers. Mayor Gilvin shared that he received a call from a gentleman who observed, on the sidewalk in front of Avalon, one of our police officers approach who he believed to be a homeless gentleman. Instead of conducting an investigatory stop as he initially believed, the police officer provided pizzas and a bag of food to the man.
- Council Member Will gave thanks to the police team that flew to New Jersey for a recruiting event this past week. This recruiting effort brought back 32 applications for police officers to help fill our vacant public safety positions.

IX. RECESS TO EXECUTIVE SESSION

A. Executive Session

- ❖ Council Member Hipes offered a motion to recess to executive session.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin recessed the meeting at 7:58 p.m.

X. RECONVENE CITY COUNCIL MEETING

- Mayor Gilvin reconvened the meeting at 8:07 p.m. and announced that no action was taken during Executive Session.

XI. ADJOURNMENT

- ❖ Mayor Pro Tem Merkel offered a motion to adjourn the meeting.

- Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:07 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Submitting Department: Administration

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

1. PH-22-AB-19 TBB 122, LLC
122 MARIETTA STREET, ALPHARETTA, GA 30009

RESTAURANT
CONSUMPTION ON PREMISES
LIQUOR, BEER, WINE, & SUNDAY SALES
OWNER: TBB 122, LLC
REGISTERED AGENT: MICHELE SEDGWICK

2. PH-22-AB-20 FLOURISH RESTAURANTS, LLC, D/B/A FOUNDATION SOCIAL EATERY AND PETITE FSE
55 ROSWELL STREET, SUITE 100, ALPHARETTA, GA 30009

RESTAURANT
CONSUMPTION ON PREMISES
LIQUOR, BEER, WINE, & SUNDAY SALES
OWNER: FLOURISH RESTAURANTS, LLC
REGISTERED AGENT: BERNARD TOKARZ

3. PH-22-AB-21 CBS 2500 OLD MILTON, LLC, D/B/A CRAFT BURGER BY SHANE
2500 OLD MILTON PARKWAY, SUITE 100, ALPHARETTA, GA 30009

RESTAURANT
CONSUMPTION ON PREMISES
BEER, WINE, & SUNDAY SALES
OWNER: CBS 2500 OLD MILTON, LLC
REGISTERED AGENT: JUNE HWA LEE

II. RECOMMENDATION:

Approve the above referenced alcoholic beverage license applications as part of the consent agenda.

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>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Thursday, July 15, 2022 and Thursday, July 7, 2022 . There were no public

comments during the hearings. At the conclusion of the hearings, the City Clerk recommended approval and forwarded the above referenced application to City Council for final approval.

V. ALTERNATIVES:

VI. ATTACHMENTS:

ALPH Minutes 7-7-2022, ALPH Minutes 7-14-2022



ALCOHOL LICENSE PUBLIC HEARING

JULY 7, 2022

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 858 1287 1809

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:03 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Michele Sedgwick, Owner and Applicant for TBB 122, LLC
- Mel Toledo, Owner and Applicant for Flourish Restaurants, LLC

IV. PUBLIC HEARING

A. PH-22-AB-19 TBB 122, LLC

122 Marietta Street
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owner: TBB 122, LLC
Registered Agent: Michele Sedgwick

- Ms. Michelle Sedgwick of 122 Marietta Street, Alpharetta, GA 30009 was present on the call.
- Ms. Sedgwick explained TBB stands for Theo's Brothers Bakery which is their artisan bakery located in Crabapple. They will be serving those pastries, provide full-service breakfast and lunch, start with a few dinners and small events. This concept is the first location.
- Ms. Sedgwick stated they are hoping to open in September. Ms. Shapiro reminded Ms. Sedgwick that businesses are required to open within 6 months of obtaining alcohol license approval.
- Ms. Sedgwick stated she is familiar with the City's alcohol ordinances. She stated there is a business that will come in to train and test employees on the laws of serving alcohol. She

anticipates approximately 20 employees who will be serving alcohol and is aware they all require a pouring permit.

- Ms. Shapiro reminded Ms. Sedgwick she will need to obtain an alcohol license from the State of Georgia.
- Ms. Shapiro recommended the application be approved and placed on the Consent Agenda at the Monday, July 25, 2022, City Council Meeting. She advised the applicant that a representative will need to appear in person at the meeting.

**B. PH-22-AB-20 Flourish Restaurants, LLC
d/b/a Foundation Social Eatery and Petite FSE
55 Roswell Street, Suite 100
Alpharetta, GA 30009**

**Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales**

**Owner: Flourish Restaurants, LLC
Registered Agent: Bernard Tokarz**

- Mr. Mel Toledo, owner and applicant for Flourish Restaurants located at 55 Rowell Street, Suite 100 in Alpharetta, was on the call.
- Mr. Toledo stated they had a location in Roswell, this location is a 2 concepts in 1 restaurant. Petite FSE will be in the front part of the restaurant which is a grab 'n go style offering including coffee, pastries, sandwiches and retail items for sale of items they make. Foundation Social Eatery will be providing dinner service. Brunch will be served on Sundays.
- Mr. Toledo stated Alpharetta is a new location for them, the Roswell location has been moved here.
- Mr. Toledo stated they are hoping to open mid-October. Ms. Shapiro reminded him businesses are required to open within 6 months of acquiring an Alpharetta alcohol license.
- Mr. Toledo confirmed he is aware of the City's alcohol ordinances. Employees will undergo TIPS training. He anticipates approximately 15-18 employees will be serving alcohol and will have pouring permits.
- Ms. Shapiro reminded Mr. Toledo he will need to obtain a state of Georgia alcohol license as well.
- Ms. Shapiro recommended the application be approved and placed on the Consent Agenda at the Monday, July 25, 2022, City Council Meeting. She advised the applicant that a representative will need to appear in person at the meeting.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:16 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



ALCOHOL LICENSE PUBLIC HEARING

JULY 14, 2022

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 835 8062 2439

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:01 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Frank Jackson, Code Enforcement Officer
- Pan Kim, Applicant

IV. PUBLIC HEARING

A. PH-22-AB-21 CBS 2500 Old Milton, LLC
d/b/a Craft Burger By Shane
2500 Old Milton Parkway, Suite 100
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Beer, Wine & Sunday Sales

Owner: CBS 2500 Old Milton, LLC
Registered Agent: June Hwa Lee

- Pan Kim, applicant for CBS 2500 Old Milton, LLC was on the call. Home address for the applicant is 4864 Ruby Manor Circle, Buford, GA 30518.
- The restaurant was described as American-style dining serving hamburgers, wings, salads and side items.
- It was stated there is one other location in Suwanee, GA that is not currently serving alcohol yet. This is their 2nd location which opened in June 2021.
- It was stated they are familiar with the city's alcohol ordinance.
- There are approximately 8 full-time employees and a few part-time employees.
- Managers will be taking alcohol orders at the register counter. There will be no table service.

- Ms. Shapiro reminded the applicant that pouring permits are required and can be obtained through the City of Alpharetta's Public Safety Department.
- Ms. Shapiro also reminded the applicant they are to also obtain a state of Georgia alcohol license once they receive the local license.
- Office Frank Jackson confirmed the application has gone through a background check and has met the qualifications for obtaining a local license.
- Ms. Shapiro recommended the application be approved and placed on the Consent Agenda at the Monday, July 25, 2022, City Council Meeting. She advised the applicant that a representative will need to appear in person at the meeting.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:08 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: Z-22-10/V-22-22 1110 UPPER HEMBREE ROAD

CITY COUNCIL:

JULY 25, 2022

This item was considered at the 7/7/2022 Planning Commission meeting. Staff recommended approval subject to 7 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 7-0

II. RECOMMENDATION:

Approve Z-22-10/V-22-22 1110 UPPER HEMBREE ROAD, subject to the following conditions:

1. Approximately 0.99 acres shall be zoned O-P and limited to professional or medical office. Site shall be developed substantially similar to the submitted site layout, dated 4/20/2022, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.
2. Exterior modifications to the existing structure shall be residential in character, as determined and approved by Staff.
3. Developer shall dedicate necessary right-of-way along Upper Hembree Road and shall improve the streetscape with curb and gutter, minimum 6' planter planted with street trees, minimum 5' sidewalk and pedestrian lighting, as approved by Staff. Sidewalk shall be installed with minimal impacts to trees, as approved by Staff.
4. Landscape strip along Upper Hembree Road shall be planted with appropriate landscape material in consideration of spacing limitations based on existing trees, as approved by Staff.
5. Developer shall save the following specimen trees: #1020, 1022, and 1023 as listed on the arborist report prepared by Outdoor Spaces LLC, dated 3/16/2022. Tree groupings and trees of quality along Upper Hembree Road shall be saved where not impacted by the parking lot and parking lot shall be installed in a manner to limit impacts to existing trees, as approved by Staff.
6. A 50' undisturbed buffer shall be provided at the rear of the property and shall be replanted where sparse with a mix of evergreen trees and shrubs, as approved by Staff.
7. Gravel parking lot shall be permitted as depicted on the submitted site layout, dated 4/20/2022. To protect tree roots, a grid system and biobarrier shall be required under the gravel parking area and stone or paver edging material shall be required around the perimeter of the gravel parking area to maintain rock base, as approved by Staff.

III. REPORT IN BRIEF:

The applicant, Richard Wernick, is requesting a rezoning and variance to allow for a single-family detached home to be converted to an office on approximately one (1) acre. A rezoning is requested from R-15 (Dwelling, 'For-Sale', Residential) to O-P (Office-Professional) and a variance is requested to allow gravel parking. The subject property is located at 1110 Upper Hembree Road on the north side of Upper Hembree Road and just west of Harris Road.

DISCUSSION

The submitted request, if approved, would allow for the conversion of a single-family detached home to an office on approximately one (1) acre. A rezoning is requested from R-15 (Dwelling,

'For-Sale', Residential) to O-P (Office-Professional) and a variance is requested to allow a gravel parking lot. The subject property is located at 1110 Upper Hembree Road on the north side of Upper Hembree Road and just west of Harris Road.

The property is developed with a single-family detached home. Surrounding properties are zoned R-12 (Dwelling, 'For-Sale', Residential) to the north and O-I (Office-Institutional) to the east, west and south. Birch Hollow subdivision is located to the north, Peach State Pool Service & Builders is located to the west, IT Security Compliance Group is located to the east and Alpha Medical Plaza is located to the south. The comprehensive land use plan designation of the property is 'Professional Business Office', which allows the proposed office use.

A variance is requested to allow parking on a gravel surface. Unified Development Code (UDC) Subsection 2.5.5(D) requires that off-street parking areas be surfaced with concrete or asphalt. The site plan depicts seven (7) parking spaces in the front yard of the property. Qualitatively speaking, gravel has more pores than asphalt or concrete, which is a benefit from a stormwater management and tree impact perspective. However, the City's UDC considers gravel impervious when it comes to driveways or parking due to the compacted base to support a vehicle.

Variance requests have been approved to allow gravel parking or driveways, including at Voysey, 62 & 72 Thompson Street and 12570 Hopewell Road. In addition, the City's Downtown Code allows gravel parking/driveways in the Downtown as an incentive for saving a historic structure. Past variance conditions have required a grid system under the gravel areas to address soil compaction.

SITE PLAN

The site plan depicts a one (1) story over basement single-family detached home being converted to an office, which includes the addition of a gravel parking lot accommodating seven (7) parking spaces. The existing structure is approximately 1,820 square feet and has access from a driveway off Upper Hembree Road. No additions are proposed to the structure. The structure is set back approximately 95' from Upper Hembree Road. The property complies with the district regulations in the O-P district.

Nine (9) parking spaces are depicted on the site plan, including seven (7) spaces in a gravel parking area at the front of the structure and two (2) spaces on the side of the structure. The Unified Development Code (UDC) requires one (1) parking space per 200 square feet for medical office and one (1) parking space per 250 square feet for professional office. Therefore, a maximum of nine (9) parking spaces would be required for an office use.

The applicant's arborist assessment identifies three (3) specimen trees in the front yard of the property, of which all will be saved. Additional tree groupings and trees of quality should be saved on the property. In addition, the 50' undisturbed buffer required at the rear of the property should be replanted where sparse in order to screen the property from the neighboring residential subdivision to the north.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

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

Response: The requested zoning, O-P, is consistent with the future land use designation of the property and surrounding area, which is 'Professional Business Office'. Over the years, the single-family detached homes along Upper Hembree Road have converted to office uses.

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

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which have also been rezoned to allow office uses.

- c. Whether the zoning proposal will adversely affect the natural environment.

Response: The applicant's proposal should not adversely affect the natural environment. The applicant proposes a gravel parking lot in order to limit impacts to existing trees.

- d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The subject property is zoned R-15, which allows a single-family detached home. Over the years, the single-family detached homes along Upper Hembree Road have converted to office uses based on the future vision for this area, which is 'Professional Business Office'.

- e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: The zoning proposal would not cause an excessive burden on public facilities and services. The requested rezoning would allow the existing 1,820 square foot structure to be used for an office.

- f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: The comprehensive land use plan designation of the property is 'Professional Business Office', which allows the proposed O-P zoning district.

- g. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property.

Response: The zoning proposal reflects a reasonable balance. The applicant's proposal is compatible with the future land use of the property, which allows office uses.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The subject property is zoned R-15, which allows a single-family detached home. Over the years, the single-family detached homes along Upper Hembree Road have converted to office uses based on the future vision for this area, which is 'Professional Business Office'.

i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The comprehensive land use plan designation of the property is 'Professional Business Office', which allows the proposed O-P zoning district.

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted upon a finding that":

(1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; or

Response: There are not exceptional conditions pertaining to the subject property due to its size, shape or topography. However, a gravel parking lot with grid system would help minimize impacts on several trees surrounding the parking area.

(2) The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or

Response: The application of the Ordinance would require a concrete or asphalt surface for the parking area. However, a gravel parking lot with grid system would help minimize impacts on several trees surrounding the parking area.

(3) There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or

Response: There are several trees in the front yard of the subject property. A gravel parking lot with grid system would help minimize impacts on several trees surrounding the parking area.

(4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances.

Response: Relief should not cause a substantial detriment to the public good. The proposed gravel driveway would benefit stormwater management and impacts to trees. If approved, a condition is recommended requiring a grid system and biobarrier under the gravel parking area to address compaction of soils.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a rezoning and variance. The zoning proposal is consistent with the surrounding development pattern and comprehensive land use plan designation of the property, which is 'Professional Business Office'. The variance to allow gravel parking will provide positive benefits as it relates to stormwater management and impacts to trees. Gravel is more porous than concrete or asphalt and would allow water to penetrate the ground. If approved, a condition is recommended requiring a grid system and biobarrier under the gravel parking area to address compaction of soils.

CITIZEN PARTICIPATION PLAN

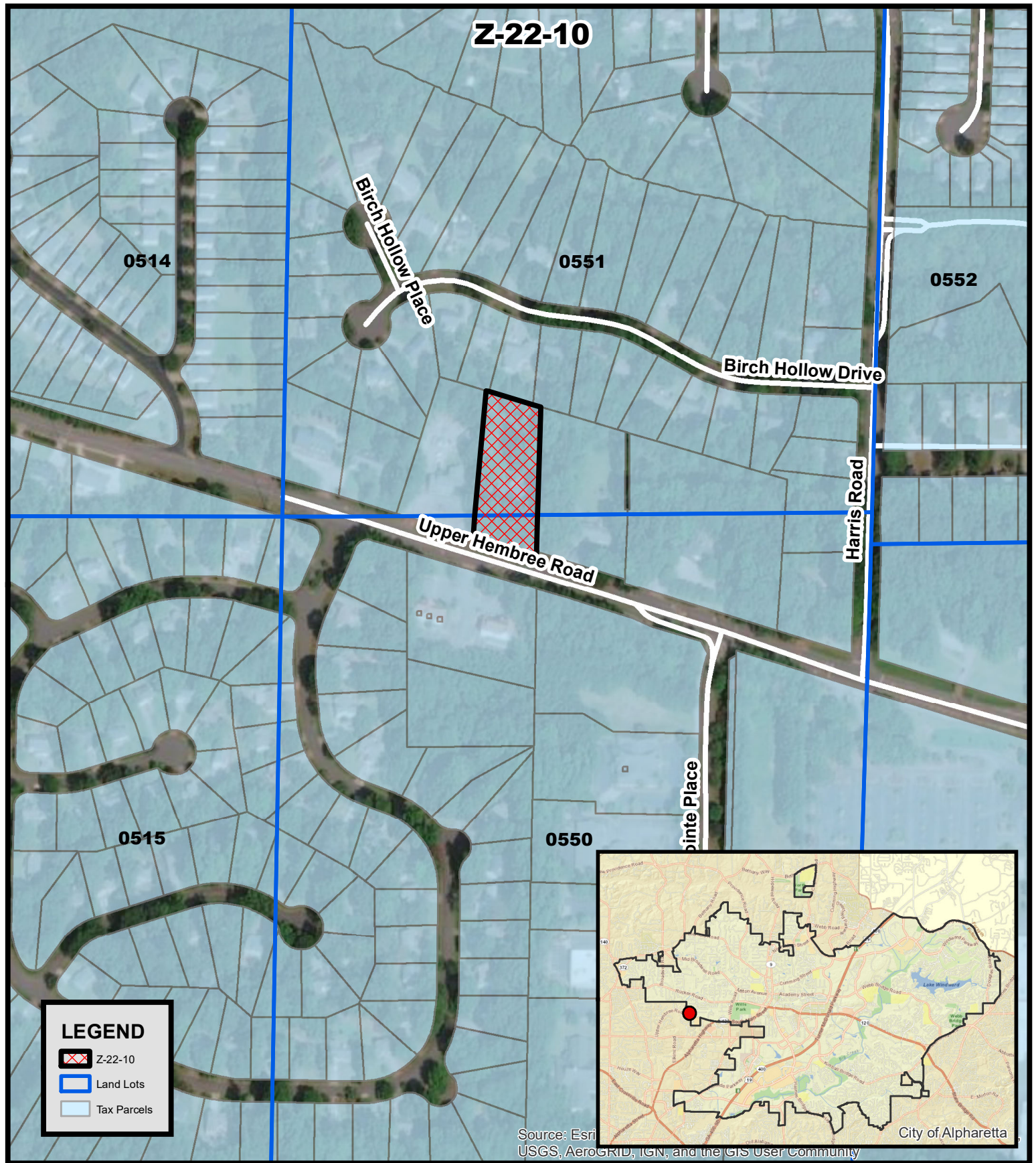
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on June 8, 2022. There were no public comments.

IV. ATTACHMENTS:

- Site Plan

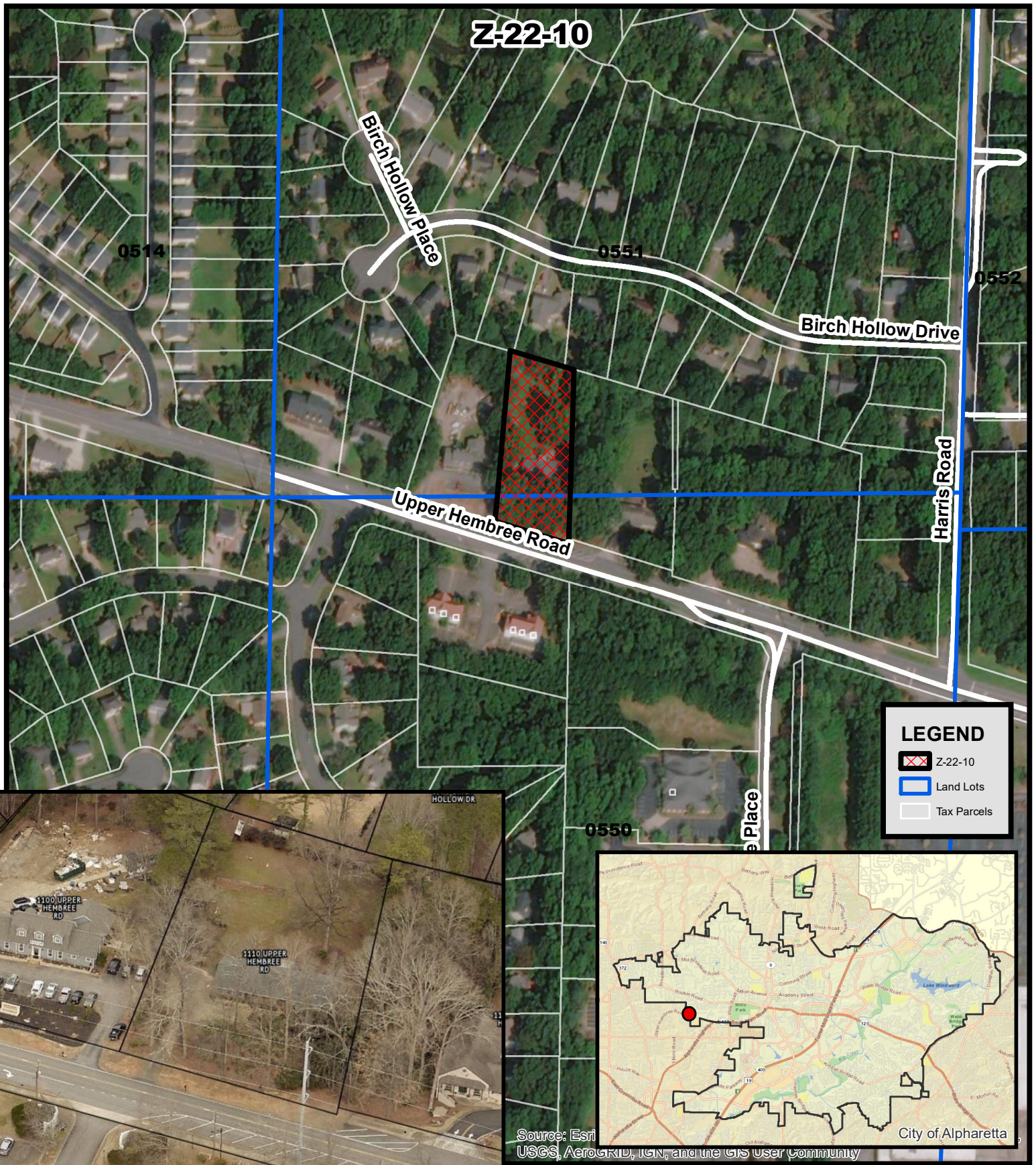


Z-22-10
D/LL: 1/2/0550, 0551
PC: 7/07/22
CC: 7/25/22

Location Map 1110 Upper Hembree Road



Location Map Provided by:
Community Development - GIS

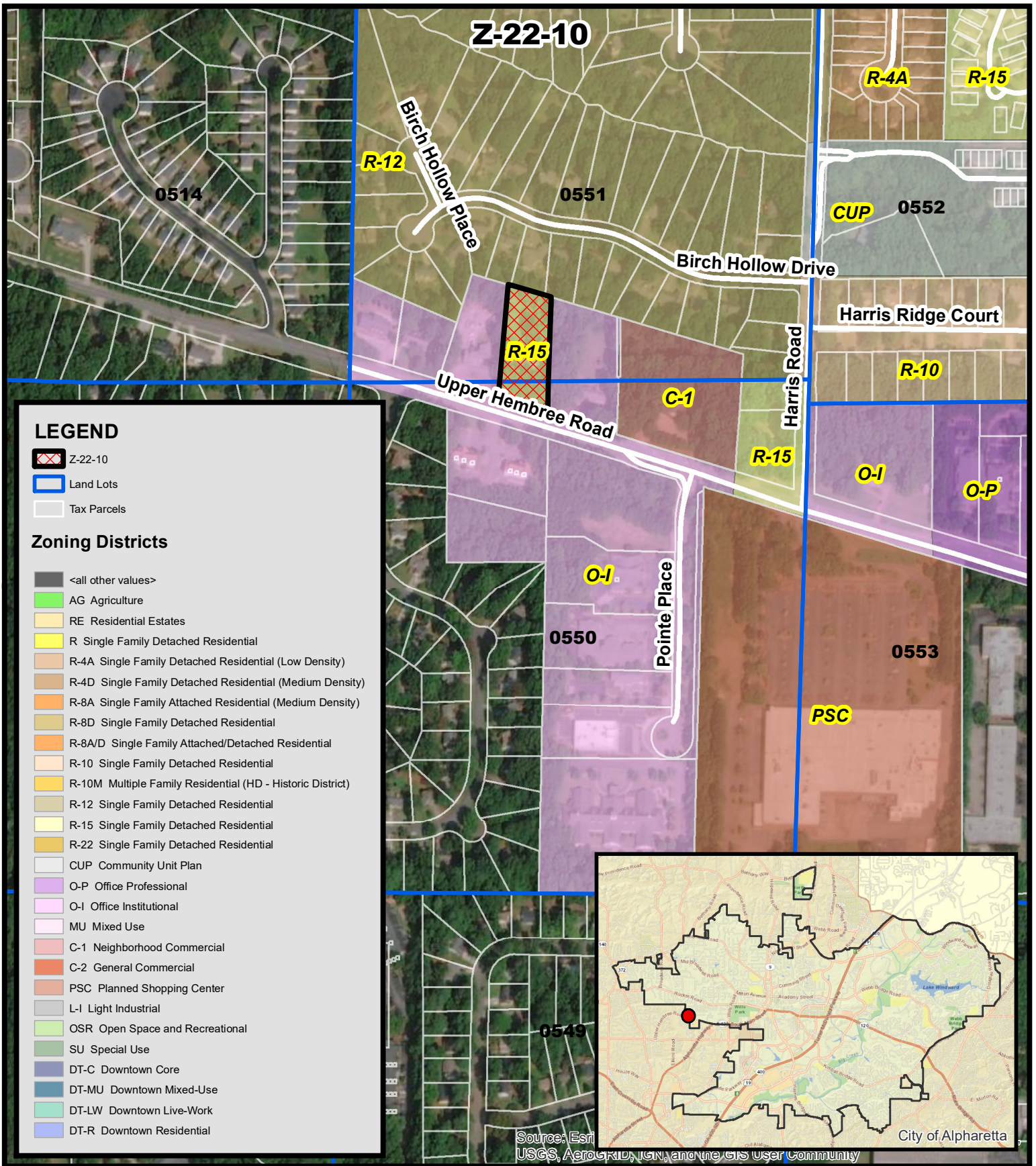


Z-22-10
D/LL: 1/2/0550, 0551
PC: 7/07/22
CC: 7/25/22



Aerial Map **1110 Upper Hembree Road**

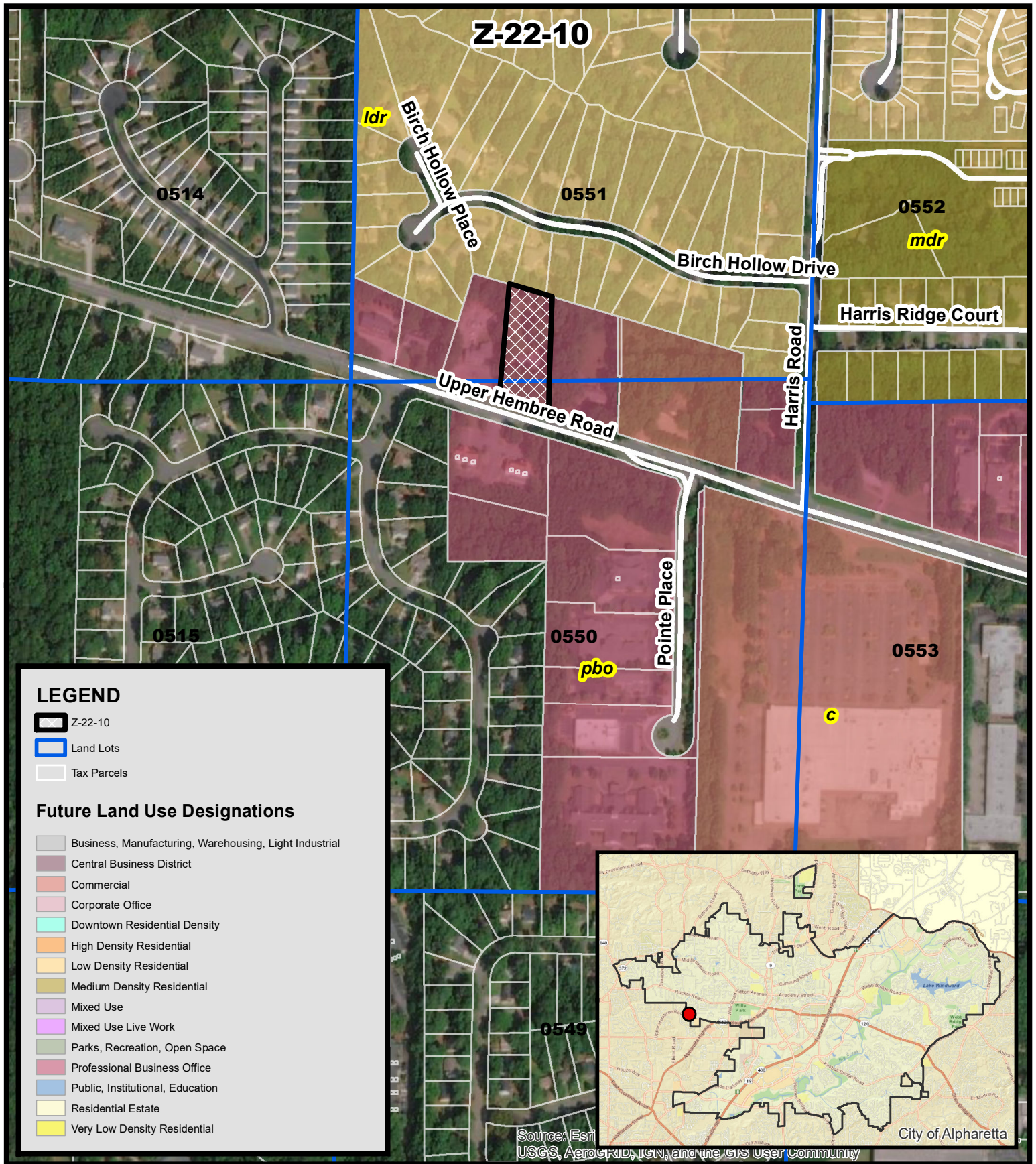
Location Map Provided by:
Community Development - GIS



Zoning Map **1110 Upper Hembree Road**

Z-22-10
D/LL: 1/2/0550, 0551
PC: 7/07/22
CC: 7/25/22

Location Map Provided by:
Community Development - GIS



Future Land Use Map **1110 Upper Hembree Road**

Z-22-10
D/LL: 1/2/0550, 0551
PC: 7/07/22
CC: 7/25/22

Location Map Provided by:
Community Development - GIS

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: 1110 UPPER HEMBREE ROAD

Contact Name: RICHARD WERNICK Telephone: 7705273286

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

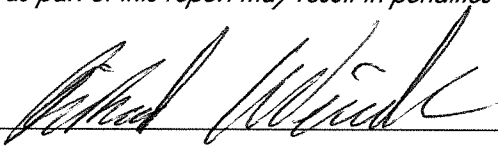
NO COMMENTS HAVE BEEN RECEIVED

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|---|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☒ Other (Please Specify) <u>CZIM ZOOM MEETING</u> |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: 

Date: 6/13/20

Print Form



Community Zoning Information Meeting
June 8, 2022
Department of Community Development
Via Zoom
6:00 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Planning Commission, but not quoted or paraphrased. This document includes limited presentation by Planning Commission and invited speakers in summary form. The public is advised that the tapes recorded at said meeting are a matter of public record and are available upon request.

I. Staff Members Present:

- a. Michael Woodman, Planning + Development Services Manager
- b. Alexandra Callum, Planning + Zoning Coordinator
- c. Nikisha Mistry, GIS Specialist / Planner

II. Items:

- a. 1110 Upper Hembree Road – presented by Richard Wernick
 - i. Request to convert property to office use.
 - ii. Could potentially be medical office use.
 - iii. Proposing gravel for the driveway.There were no public comments on this item.
- b. 133 Cumming Street – presented by Tori Young
 - i. Goal is to bring a historic home back to life.
 - ii. The overall property is 1.8 acres.
 - iii. The historic home would be .5 acres, the middle .75 acres, and the third just over .5 acres.
 - iv. Variance request to pipe the creek.
 - v. Asking for exceptions to allow for setbacks that are granted in the Downtown Overlay and impervious areas.

Public Comment:

- Marcelo Salvatierra: It is encouraging to see that someone wants to update the house and even to add that kind of character. The only concern is piping the creek. What kind of precedent does this set?
 - Tori: A lot of consideration went into it. This home has been the source of contention for a while. We looked at the creek banks and saw they were in bad shape. Something would have to be done regardless. Jill Bazinet, Stormwater Engineer, said that we

have to leave this property two times better from a storm water management perspective.

- Mark Reed: I like the trees, but I realize this is a downtown walkable location. I think the proposed development fits within the total scope of what downtown should look like. I heard that where the pipe goes would possibly be a pocket park. Is there any information on this?
 - Tori: It ended up not going anywhere.
- Jill Bernard: Can you explain what the grey areas are on the plan?
 - Brian, engineer for the project: They represent an underground retention and water system with gravel bottoms. The oblong shape in the middle is a grassy sweep to allow for more infiltration in that low area. The larger dotted line is the large storm water conveyance pipe that is passing the water from upstream to discharge into the swell on the far right. The hexagon filled area will be rip rap.
- Jan and Larry Bradley: I am really thankful that it will be restored. I hope it looks the same and the porch is left.

III. Chat Comments:

There were no chat comments during the CZIM.

IV. Meeting Ended at: 6:20 p.m.

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: Z-22-10 / V-22-22

PH #: _____

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: RICHARD WERNICK

Telephone: 770-527-3286

Address: 3366 CARVERTON LANE

Suite: _____

City: ALPHARETTA

State: GA

Zip: 30022

Fax: _____

Mobile Tel: 770-527-3286

Email: RCWERNICK@GMAIL.COM

Subject Property Information:

Address: 1110 UPPER HEMBREE ROAD

Current Zoning: R15

District: 157 Section: 2nd Land Lot: 550 + 551 Parcel ID: 12 223005500213

Proposed Zoning: O&P

Current Use: RESIDENTIAL (VACANT)

This Application For *(Check All That Apply):*

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☒ Rezoning

☐ Master Plan Review

☐ Variance

☒ Public Hearing

☐ Exception

☐ Other *(Specify):* _____

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

THE PROPOSED USE OF THE PROPERTY IS OFFICE WITHIN THE O&P DESIGNATION

Applicant's Request (Please itemize the proposal):

THE APPLICANT REQUEST AN O&P ZONING DESIGNATION FOR THIS PROPERTY SO THE PROPERTY CAN OCCUPIED BY A FIRM OR COMPANY MEETING THIS DESIGNATION BY THE CITY OF ALPHARETTA.

Applicant's Intent *(Please describe what the proposal would facilitate).*

THE PROPERTY WILL BE REMODELED AND UPGRADED TO MEET THE CODES FOR O&P USE.

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

SURROUNDING PROPERTIES ON THE SOUTH, EAST AND WEST ARE DEVELOPED O&P. PROPERTIES ON THE NORTH ARE RESIDENTIAL IN A SUBDIVISION. THESE PROPERTIES WILL BE BUFFERED WITH A 50 FOOT BUFFER

How will this proposal affect the use and value of the surrounding properties?

THERE SHOULD BE NO EFFECT SINCE PROPERTIES IN THE AREA ARE ALREADY IN USE UNDER O&P ZONING

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

THE PROPERTY FRONTS UPPER HEMBREE ROAD. THE HIGH TRAFFIC AND SURROUNDING PROPERTIES OCCUPIED AS OFFICE MAKES THE PROPERTY UNSUITABLE FOR CONTINUED RESIDENTIAL DEVELOPMENT

What would be the increase to population and traffic if the proposal were approved?

TRAFFIC INCREASE WOULD BE NEGLIGIBLE

What would be the impact to schools and utilities if the proposal were approved?

NO IMPACT ON SCHOOLS AND UTILITIES IMPACT WOULD BE NEGLIGIBLE

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

THIS USE IS COMPATIBLE WITH THE ALPHARETTA COMPREHENSIVE PLAN AND THE FUTURE LAND USE MAP

Are there existing or changing conditions which affect the development of the property and support the proposed request?

THERE IS CONTINUED OFFICE AND PROFESSIONAL DEVELOPMENT IN THE AREA

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: CAM LEVITAN

Telephone: 678-736-3300

Address: 1865 BETHANY WAY

Suite: _____

City: MILTON

State: GA

Zip: 30004

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☐ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: RICHARD WERNICK

Telephone: 770-527-3286

Address: 3366 CARVERTON LANE

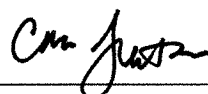
Suite: _____

City: ALPHARETTA

State: GA

Zip: 30022

So Sworn and Attested:

Owner Signature: 

Date: 1-22-2022

Notary:

Notary Signature: 

Date: 1-22-2022

Brian Levitan
Notary Public, Fulton County, Georgia
My Commission Expires 10/01/2023

DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: **RICHARD WERNICK**

Subject Public Hearing Case: **1110 UPPER HEMBREE ROAD**

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: **DONALD MITCHELL** Position: **CITY COUNCIL**

Description of Contribution: **CASH** Value: **\$250**

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-3.

Signature: 

Date: **4/25/22**

Exhibit A

PROPERTY PARCEL LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 550 AND 551 OF THE 1st DISTRICT AND 2nd SECTION, FORMERLY MILTON, NOW FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF UPPER HEMBREE ROAD (60 FOOT RIGHT OF WAY, FORMERLY KNOWN AS NORTH HEMBREE ROAD) 744.1 FEET NORTHWESTERLY, AS MEASURED ALONG SAID RIGHT OF WAY OF UPPER HEMBREE ROAD, FROM THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF UPPER HEMBREE ROAD WITH THE WESTERLY RIGHT OF WAY OF HARRIS ROAD (60 FOOT RIGHT OF WAY), SAID POINT OF BEGINNING ALSO BEING 775.2 FEET NORTHWESTERLY FROM THE INTERSECTION OF SAID RIGHT OF WAY OF UPPER HEMBREE ROAD AND THE EAST LINE OF LAND LOTT 550;

THENCE ALONG SAID RIGHT OF WAY OF UPPER HEMBREE ROAD NORTH 75°11'24" WEST FOR A DISTANCE OF 150.00 FEET TO A FOUND 1" CTP;

THENCE LEAVING SAID RIGHT OF WAY OF UPPER HEMBREE ROAD NORTH 03°10'55" EAST FOR A DISTANCE OF 315.43' TO A FOUND 1" CTP;

THENCE SOUTH 75°07'00" EAST FOR A DISTANCE OF 129.60' TO A FOUND OF 1" CTP;

THENCE SOUTH 00°24'11" EAST FOR A DISTANCE OF 320.00' TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF UPPER HEMBREE ROAD, AND BEING THE TRUE POINT OF BEGINNING.

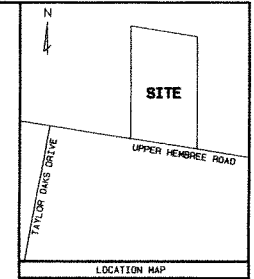
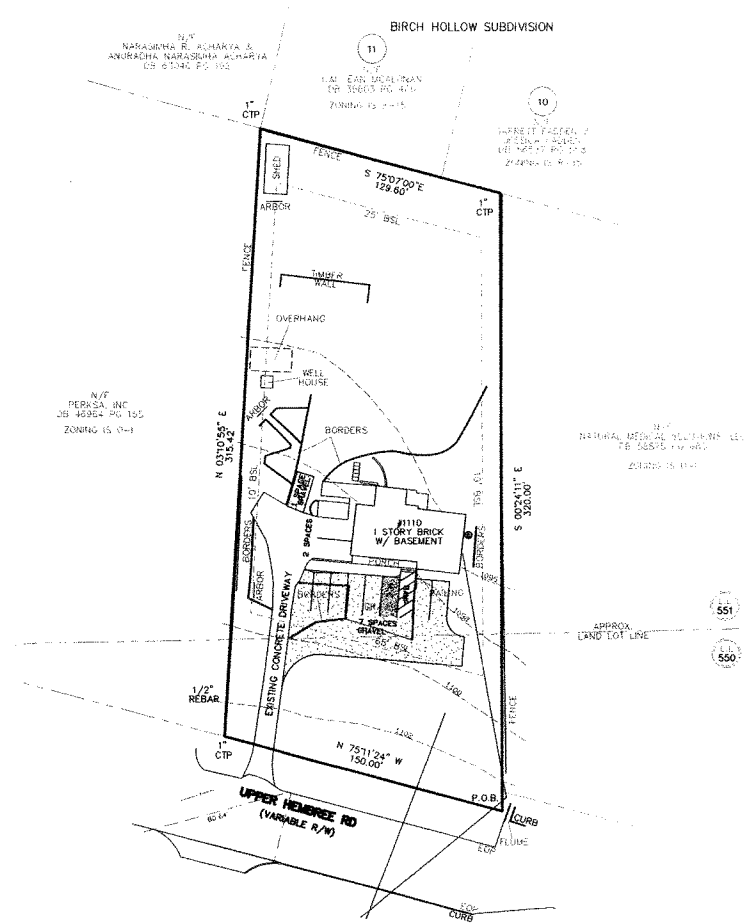
SAID TRACT OR PARCEL OF LAND CONTAINING 0.991 ACRES (43,175 SQUARE FEET), MORE OR LESS.

LETTER OF INTENT
1110 UPPER HEMBREE ROAD

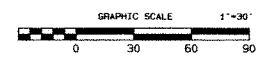
The subject property is .991 acres located in Land Lots 550 and 551 of the 1st District 2nd Section Fulton County, Georgia (Property). The Property is zoned R-15.

The request is a rezoning of the property to O&P to allow the Property to be used consistent with the O&P zoning designation. Adjacent property to the East, West, and South is currently being used as office.

The current structure is approximately 1820 square feet. On site parking will be provided in accordance with the O&P zoning designation.



- NOTES:
1. SITE IS LOCATED IN LAND LOTS 550 AND 551 OF THE 1ST DISTRICT 2ND SECTION OF FULTON COUNTY, GA.
 2. THE EXISTING HOUSE IS APPROX. 1,820 S.F. (1 STORY RANCH W/BASEMENT)
 3. SITE CONTAINS .991 AC.
 4. ZONING IS R-15.
 5. SETBACKS ARE: FRONT = 65' SIDE = 10' REAR = 25'
 6. THE PROPOSED H.C. RAMP TO MEET ALL ADA REQUIREMENTS. THE H.C. SPACE TO BE PAVED WITH A MAX. SLOPE OF 2.00%.
 7. TOPOGRAPHIC INFORMATION FROM FULTON COUNTY 6:1 S.
 8. SITE IS NOT LOCATED IN A 100 YEAR FLOOD ZONE PER FIRM PANEL 131210054F FULTON COUNTY.
 9. BOUNDARY INFORMATION PROVIDED BY BOUNDARY ZONE, INC. DATED 03/30/22.



DESIGN <u>D.A.</u>	CAM LEVITAN	RE ZONING PLAT	SITE PLAN	5					JOB NO.	
DRAWN <u>K.L.</u>				4					P.D. NO.	
CHECKED <u>D.A.</u>				3					DATE	04/20/2022
O.C. _____				2						
				1						
				NO	DATE	REVISION	APPROD. BY	DATE	1	1

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: 1110 UPPER HEMBREE ROAD

Contact Name: RICHARD WERNICK Telephone: 770-527-3286

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

SEE ATTACHED LIST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> |

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

THE INDIVIDUALS NOTIFIED WILL BE ABLE TO RESPOND AND MAKE CONTACT WITH THE APPLICANT BY EMAIL AND TELEPHONE.

April 25, 2022

Richard Wernick
3366 Carverton Lane
Alpharetta, GA 30022

DRAFT

RE: 1110 Upper Hembree Road

Dear Property Owner

Please allow this letter to serve as public notice for zoning request to O&P at 1110 Upper Hembree Road.

The Community Zoning Information Meeting (CZIM) for this request will be held on Wednesday June 8, 2022 at 6:00 pm via Zoom. The link to the meeting is <https://zoom.us/j/6766623657>.

This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by Alpharetta Planning Commission on Thursday July 7, 2022, at 6.30 pm. The meeting will be held in the Council Chamber at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

This item will be considered by the Alpharetta City council on Monday July 25, 2022, at 6.30 pm. The meeting will be held in the Council Chamber at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding this request, please feel free to contact me at your convenience. I can be reached at rcwernick@gmail.com.

Sincerely

Richard Wernick

MOOSA MUSTAQ H A & ABDULLA SHALINI
105 FOE CREEK CT
ROSWELL GA 30076

ACHARYA NARASIMHA & ANURADHA
8590 BIRCH HOLLOW DR
ROSWELL GA 30076

HPA BORROWER 2016 2 LLC
180 N STETSON STE 3650
CHICAGO IL 60601

O DONNELL IRENE D
325 FOE CREEK DR
ROSWELL GA 30076

HOLMES BRITTANIE A
8600 BIRCH HOLLOW DR
ROSWELL GA 30076

ZOLOTAREV PAUL
8531 BIRCH HOLLOW DR
ROSWELL GA 30076

UPADHYAYA DINKERRAI ET AL
315 FOE CREEK DR
ROSWELL GA 30076

STROMQUIST ALICIA
8610 BIRCH HOLLOW DR
ROSWELL GA 30076

GALINAITIS RICHARD
8521 BIRCH HOLLOW DR
ROSWELL GA 30076-1176

UNGOR FIKRI
305 FOE CREEK DR
ROSWELL GA 30076

SAFSTROM DAVID D & SHIRLEY E
8620 BIRCH HOLLOW DR
ROSWELL GA 30076

FLEMING LINDA B
1020 TAYLOR OAKS DR
ROSWELL GA 30076

HOWERTON EVERETT III
670 GARDEN WILDE PL
ROSWELL GA 30075-7196

GRAVES RICHARD A III
210 BIRCH HOLLOW PL
ROSWELL GA 30076

DESAI JASHVANT & PUSHPA
1030 TAYLOR OAKS DR
ROSWELL GA 30076

S2 PARTNERS LLC
5755 NORTH POINT PKWY STE 210
ALPHARETTA GA 30022

HOWELL STEVEN B & BARBARA B
225 BIRCH HOLLOW PL
ROSWELL GA 30076

WEBB MAUDANE D
1110 UPPER HEMBREE RD
ROSWELL GA 30076

GARNETT LYNDEE L
8510 BIRCH HOLLOW DR
ROSWELL GA 30076

WATZMAN SAUL Z & KYLE L
215 BIRCH HOLLOW PL
ROSWELL GA 30076

GRIFFIN REVOCABLE TRUST THE
1050 TAYLOR OAKS DR
ROSWELL GA 30076

JACOBSON WILLIAM D & KATHLEEN M
8520 BIRCH HOLLOW DR
ROSWELL GA 30076

GAMBA SETH & LEAH C
205 BIRCH HOLLOW PL
ROSWELL GA 30076

DORSETT DAVID EDWARDS & DORSETT L
UREN MARIE
1060 TAYLOR OAKS DR
ROSWELL GA 30076

CHERYL L GORMAN REVOCABLE TRUST THE
8530 BIRCH HOLLOW DR
ROSWELL GA 30076

BLACKSTAD GARY R & CYNTHIA A
8561 BIRCH HOLLOW DR
ROSWELL GA 30076

ECHOLS BRANDON T
1070 TAYLOR OAKS DR
ROSWELL GA 30076

BECKER GARY L & BECKER MARY L
8540 BIRCH HOLLOW DR
ROSWELL GA 30076

DYON WILLIAM C JR
8551 BIRCH HOLLOW DR
ROSWELL GA 30076

AJTW HOLDINGS LLC
1115 UPPER HEMBREE RD UNIT A
ROSWELL GA 30076

GEORGIA CENTER FOR PSYCHIATRIC SER
VICES P C
1115 UPPER HEMBREE RD STE B
ROSWELL GA 30076

ALEMANY REAL ESTATE HOLDINGS LLC
1080 UPPER HEMBREE RD
ROSWELL GA 30076

BROADWAY MICHAEL J & DEBRA W
8591 BIRCH HOLLOW DR
ROSWELL GA 30076

SZ CENTURY ALPHA LLC
3965 ASHLEY TRACE CT
LILBURN GA 30047

LATKA JAN P & ZAMBRANA GEORGINA
8550 BIRCH HOLLOW DR
ROSWELL GA 30076-1175

TOSCANO JOSEPH & SUSAN
8581 BIRCH HOLLOW DR
ROSWELL GA 30076

NOTTER MATTHEW REIDELL & NAY LAURA
COCHRAN
965 UPPER HEMBREE RD
ROSWELL GA 30076

VORE STEVEN J & HILARY
8560 BIRCH HOLLOW DR
ROSWELL GA 30076

MORESHEAD ANDREW & BRENDA
8571 BIRCH HOLLOW DR
ROSWELL GA 30076

SHANBHAG SHAILESH
125 FOE CREEK CT
ROSWELL GA 30076

FADDEN GARRETT & FADDEN JESSICA
8570 BIRCH HOLLOW DR
ROSWELL GA 30076

WROBLE LINDA R & BERNARD P
8511 BIRCH HOLLOW DR
ROSWELL GA 30076

ISLAM MOHD S
115 FOE CREEK CT
ROSWELL GA 30076

MC ALONAN KIM JEAN
8580 BIRCH HOLLOW DR
ROSWELL GA 30075

ROJO ESTEFANA & MEJIA ROGELIO
1040 TAYLOR OAKS DR
ROSWELL GA 30076

AHMED FAROOQ & UZMA T
1460 TAYLOR OAKS DR
ROSWELL GA 30076

ROWE JOAN ELLEN
8630 BIRCH HOLLOW DR
ROSWELL GA 30076

POINTE PLACE HEMBREE LP
11731 POINTE PL
ALPHARETTA GA 30004

MOAFO SAMUEL TCHIO & TIGWA HONORIN
E D
1470 TAYLOR OAKS DR
ROSWELL GA 30076-1170

WELLS RILEY P & SARAH J
8635 BIRCH HOLLOW DR
ROSWELL GA 30076

LANCELOTTI ROBERT J
1000 TAYLOR OAKS DR
ROSWELL GA 30076

TUDOR PATRICK
1355 TAYLOR OAKS DR
ROSWELL GA 30076

2017 1 IH BORROWER LP
1717 MAIN ST STE 2000
DALLAS TX 75201

JIMMY & CAROLYN HARWOOD LIVING TRL
ST THE
1010 TAYLOR OAKS DR
ROSWELL GA 30076

NAYLOR CHARLES T JR & MARY G
200 BIRCH HOLLOW PL
ROSWELL GA 30076

PERKSA INC
1100 UPPER HEMBREE RD
ROSWELL GA 30076-1142

MILLEN STARR S
3522 ASHFORD DUNWOODY RD
ATLANTA GA 30319

ROSE ROBIN D & SALLY ANNE EDNA
8605 BIRCH HOLLOW DR
ROSWELL GA 30076

NATURAL MEDICAL SOLUTIONS LLC
1130 UPPER HEMBREE RD
ROSWELL GA 30076

SOUTHFUND PARTNERS I
270 CARPENTER DR STE 520
ATLANTA GA 30328

OSWALD GEORGE JR
195 FOREST AVE
MARIETTA GA 30060

DAVIS RAY C
1105 UPPER HEMBREE RD STE C
ROSWELL GA 30076-0912

ALPHA PLAZA LLC
15942 MANOR CLUB DR
ALPHARETTA GA 30004

RIVTAI LLC
7778 MCGINNIS FERRY RD STE 295
SUWANEE GA 30024

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: 1110 UPPER HEMBREE ROAD

Contact Name: RICHARD C WERNICK Telephone: 770 527 3286

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> _____ |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: _____ Date: _____

Print Form



Real Estate

[View Bill](#) [View bill image](#)

As of 4/24/2022

Bill Year 2021

Bill 2104481

Owner WEBB MAUDANE D

Parcel ID 12 -2230-0550-021-3

[View payments/adjustments](#)

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	\$185.13	\$185.13	\$0.00	\$0.00	\$0.00
TOTAL		\$185.13	\$185.13	\$0.00	\$0.00	\$0.00



PROPERTY TAX BILL
CITY OF ALPHARETTA, GEORGIA

ACCOUNT #: 99510
BILL #: 2104481
TAX DISTRICT: 10

TAX YEAR: 2021

ALT ID #: 0639664
REAL PROPERTY TAX

PROPERTY OWNER	PROPERTY ADDRESS	PROPERTY IDENTIFICATION
WEBB MAUDANE D	1110 UPPER HEMBREE RD	12 -2230-0550-021-3

FAIR MARKET VALUE	ASSESSED VALUE	EXEMPTION TYPE	ELIGIBLE	APPLIED
\$275,100	\$110,040	FLHX FLOATING EXEMPTION	\$45,698	\$90,698
		HF01 HOMESTEAD EXEMPTION	\$45,000	

LEVIES	ASSESSED VALUE	-	EXEMPTIONS	=	NET ASSESSMENT	X	MILLAGE RATE	=	NET TAX
BONDED DEBT	110,040	-		=	110,040	X	.000815	=	89.68
L.O.S.T.	110,040	-	90,698	=	19,342	X	-.002705	=	-52.32
GENERAL GOVERNMENT	110,040	-	90,698	=	19,342	X	.00764	=	147.77

IMPORTANT PROPERTY TAX MESSAGE

The due date indicated on your tax remittance stub is for CURRENT year taxes ONLY. If you have an amount shown in prior year, interest will continue to accrue monthly and collection efforts will persist. Thus, if your tax bill shows an amount due for the prior year, you will need to contact the City of Alpharetta Financial Service Division at 678-297-6060 (option 0) to confirm the total amount due.

CURRENT YEAR TAXES DUE: \$185.13
PRIOR YEARS TAXES DUE: 0.00
PENALTIES & INTEREST 0.00
TOTAL DUE \$185.13

City of Alpharetta
Finance Department - Tax
2 Park Plaza
Alpharetta, GA 30009-3680

Account Number: 99510
Amount Due: \$185.13
Due Date: 12/01/2021

PROPERTY TAX BILL

We accept Visa, MasterCard, or American Express.
Payments accepted via phone at 678-297-6060 (Option 0)
or online at www.alpharetta.ga.us

00002082021402104481300000185132

WEBB MAUDANE D
1110 UPPER HEMBREE RD
ROSWELL, GA 30076

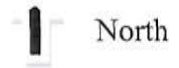
City of Alpharetta
Finance Department - Tax
2 Park Plaza
Alpharetta, GA 30009-3680

22-03-12-01 1110
Upper Hembree
Arborist Report
Alpharetta

Reference UDC
Alpharetta, Georgia
(Updated June 18, 2021)



Location Map



All of the following information is based upon visual field observations and 30 years of practical horticultural experience. No scientific or lab tests have been performed. I certify that all information in this report is true and inclusive to the best of my knowledge and is prepared in good faith.

Outdoor Spaces, LLC

By Scott Hall, Owner

On Site Specimen Evaluation Date: March 15, 2022
Report Date: March 16, 2022
Revised Date:



Outdoor Spaces, LLC
Scott Hall, Owner
RLA, Certified Arborist
Certificate Number: SO-5434A
404-328-6561 Cell
678-965-4784 Fax
scottandcyrena@bellsouth.net

Warranty Disclaimer:

Although, this report will determine whether or not a tree is a specimen; it is provided as best judgment opinion. Ultimately, the governing body's (City of Alpharetta) arborist or representative shall determine whether a tree is classified as a specimen or not.

All specimen tree locations shall be approximate. The provided tree locations shall NOT be GPS located and in no manner shall the provided tree location plan be used or represented as a tree survey. It is the sole responsibility of the OWNER to have all tagged specimen trees located by a Certified Land Surveyor.

No warranties express or implied are made with respect to the report of aforementioned specimen trees. It is understood the OWNER makes use of this report by the ARBORIST at OWNER's sole risk and that the report is provided as best judgment opinion. In no manner does this report guarantee the life or imply any length of life span of the trees that are determined to be specimens.

Arborist Note:

Due to certain species and undesirable traits, some trees shall be considered in poor condition if the following is true. Numerous trees grown in a native setting may appear to grow as multi-trunk; however this is not desirable in most trees. Most trees that have multi-trunks at the base are usually created when two separate trees grow together or the tree branches off at an early age and they become Co-Dominate Leaders. Either scenario is an undesirable condition for most trees because they both create weak crotches, included bark and/or a prime place for debris and water to get trapped that will always cause decay. In this case these trees become a life safety issue and cannot be considered specimen trees.

Some trees are an exception to this rule, such as, but not limited to:

Crape Myrtles, Birches, Wax Myrtles, Red Buds, Fringe Trees, Dogwoods, Hollies, Cedars, Sourwoods, Sweet Bay Magnolias, Red Bays and Live Oaks.

These are an exception because they naturally create sucker growth from the roots and/or trunk or do not typically have the life safety issues because they are not large growing trees.

Reference: Sinclair, Wayne A., 1936. Diseases of Trees and Shrubs / Wayne A. Sinclair and Howard H. Lyon.-2nd Ed. Published 2005

Smiley, E.. (2003). Does included bark reduce the strength of codominant stems?. Journal of Arboriculture 29.

One of the most common locations for the aboveground portion of a tree to fail is at the junction of two or more codominant stems. Due to the frequency of failures at this point, a study was undertaken to get a better understanding of the mechanical strength of this point and to determine if included bark reduces the strength of the union. Eighty-four codominant stems were removed from 26 felled maple trees. These crotches were securely anchored and split apart using measured force. Breaking force varied from 64 to 2,363 kg. The regression line produced from the comparison of stem diameter and force required for breaking the union when there was no included bark was Force =

Diameter * 613 - 1388, $r^2 = 0.92$. When only those unions with included bark were analyzed, the regression line was Force = Diameter * 537 - 1285, $r^2 = 0.76$. There was a significant difference between the regression lines ($p < 0.05$). Codominant stems that have bark trapped in the union are significantly weaker than those that do not have bark included. The differences appear to be greater with smaller-diameter stems than with larger stems.

SECTION 3.2 - TREE CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS (Adopted 05-15-17)

3.2.2 Definitions.

For the purposes of this Section, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

Boundary Tree: Any tree located on adjacent property with a critical root zone that will be impacted by proposed land disturbance activity.

Caliper: A standard of trunk measurement for replacement trees. Caliper inches are measured at the height of 6 inches above the ground for trees up to and including 4 inch caliper and 12 inches above the ground for trees larger than 4 inch caliper.

Conifer Tree: Any tree with needle leaves and a woody cone fruit including, but not limited to, pine, juniper and cedar species.

Critical Root Zone (CRZ): The minimum area beneath a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The Critical Root Zone will typically be represented by a concentric circle centering on the tree's trunk with a radius equal in feet to one and three-tenths times the number of inches of the trunk diameter. EXAMPLE: The CRZ radius of a twenty (20) inch diameter tree is twenty-six (26) feet.

Dead Tree: Any standing tree which is no longer alive or has the ability to sustain itself through natural processes as determined by a qualified professional.

Diameter Breast-Height (DBH): The standard measure of tree size (for trees existing on a site). The tree trunk is measured at a height of 4 1/2 feet above the ground. If a tree splits into multiple trunks below 4 1/2 feet, the trunk is measured at its most narrow point beneath the split.

Guidance Document: A document maintained by the City of Alpharetta Arborist that includes clarifications to requirements with examples and additional technical standards about tree protection, tree planting, species selection, and other information relevant to the protection and replanting of trees in the City of Alpharetta. The document may be revised by the City Arborist as conditions and technical standards evolve.

Hardwood Tree: Any tree that is not coniferous (cone bearing). This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

International Society of Arboriculture (ISA): A professional organization that promotes the professional practice of arboriculture, sets standards for obtaining professional credentials for arborist, and establishes best practices for tree care, pruning, and protection.

Landscape Tree: A tree or trees that were planted or retained on a developed or previously developed site.

Ornamental Tree: A tree that provides a visual impact in the landscape. The impact may be provided through form, bark, branching structure, leaf color, and / or flower color. Typically a small or medium size tree.

Overstory Tree: Those trees that compose the top layer or canopy of vegetation and will generally reach a mature height greater than 40 feet and typically have a spreading canopy.

Pine Tree: An evergreen coniferous tree that has clusters of needle-shaped leaves.

Pruning (Tree Pruning): To cut away dead, overgrown, or undesirable branches or stems. Pruning of trees to be done in compliance with standard arboricultural practices as outlined in ANSI A300 and shall maintain the trees natural form and structure.

Qualified Professional: An International Society of Arboriculture (ISA) Certified Arborist; an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist, or a Registered Forester.

Shade Tree: Any tree that has a spreading canopy that provides partial to full shade to the ground with a minimum height of 20 feet.

Softwood Tree: Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

Specimen Tree: Any tree which qualifies for special consideration for preservation due to its size, type, condition, location or historical significance and which also meets the minimum size criteria set forth below.

Size Criteria:

Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus.

Coniferous Trees: 20" diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees,

Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar) genus

- 20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), or other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'
- 24-inch (24") diameter or larger for trees in all other genera

Understory Trees: 8-inch (8") diameter or larger.

- 10-inch (10") diameter or larger for *Oxydendron arboretum* (Sourwood).

See additional requirements for Specimen Trees in The Guidance Document

Street/Streetscape Tree: Any tree located or proposed to be located along a public or private street. The actual location will be determined by the specific zoning district or overlay. In situations where there is limited planting space in the right of way and or safety concerns, street trees may be located at the back of the sidewalk or within the landscape strip on private property and the discretion of the Director.

Structural Root Plate: The zone of rapid root taper that provides the tree stability against wind throw. The radius of the structural root plate is equal to 0.5 feet per inch of DBH.

Tree: Any living, self-supporting woody or fibrous plant which normally obtains a diameter breast height of at least three (3) inches and typically has one (1) main stem or trunk and many branches.

Tree Care Plan: A plan developed to provide an impacted tree the best possible chance of survival. A tree care plan should be prepared by a qualified professional and conform to the requirements of ANSI A300 and the Guidance Document

Tree Grouping: A community of trees as determined by the Director to merit special consideration as an ecological feature based upon species composition, form, structure, age, and condition. Specimen trees and trees of quality may be included in tree groupings and every alternative should be evaluated to save these trees. Except as otherwise provided in Section 3.2., Tree Groupings will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree of Quality: A tree that merits special consideration due to historical significance, ideal shape and structure, or uniqueness of the species as determined by the Director. Except as otherwise provided in Section 3.2., Trees of Quality will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

Tree Planting List: List of preferred tree species for use in the City of Alpharetta. Species not included on this list may be approved at the discretion of the Director. The Tree Planting List is included in the Arborist Guidance Document.

Tree Protection Area: An area encompassing the critical root zone of a tree that shall remain in a previous state.

Tree Save Area: An area designated for the purpose of meeting tree density requirements, saving natural trees, and/or preserving natural buffers that shall remain in a previous state.

Understory Trees: Those trees that grow beneath the overstory, and will generally reach a mature height less than 40 feet. Understory trees may include coniferous trees that meet these same height characteristics.



Notes:

- All specimen tree locations shall be approximate.
- The provided tree locations are GPS located (+/- 30' Accuracy) and in no manner shall this Specimen Location Plan be used or represented as a tree survey.
- It is the sole responsibility of the OWNER to have all tagged specimen trees located by a Certified Land Surveyor.



Tree Location



North

Not To Scale

**Specimen
Location Plan**

22-03-12-01 1110 Upper Hembree Arborist Report Alpharetta Part 2

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
1019	26" White Oak	Fair	Poor	Non-Specimen	Numerous small trunk galls and cankers. Structural Root Plate impacted by drive.	No	1-2	
1020	29" Hickory	Good	Fair	Specimen	Structural Root Plate impacted by drive.	Yes		
1021	28" Red Oak	Fair	Poor	Non-Specimen	More than 1 main limb and several minor limbs dead/gone.	No	3	
1022	24" White Oak	Good	Good	Specimen		Yes		
1023	24" White Oak	Good	Fair	Specimen	2 Co-Dominate Leaders 30' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	4	
1024	29" Red Oak	Fair	Poor	Boundary Tree/ Non-Specimen	More than 1 main limb and several minor limbs dead/gone.	Yes	5	
1025	27" White Oak	Good	Good	Boundary Tree/ Specimen		Yes		
1026	31" Tulip Poplar	Good	Good	Boundary Tree/ Specimen		Yes		
1027	32" Tulip Poplar	Good	Good	Boundary Tree/ Specimen		Yes		
1028	47" Tulip Poplar	Poor	Poor	Non-Specimen	2 Co-Dominate Leaders 30' up with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue. More than 1 main limb and several minor limbs dead/gone.	No	6-8	

22-03-12-01 1110 Upper Hembree Arborist Report Alpharetta Part 2

Tree #	Size/ Species	Health Condition	Structural Condition	Classification	Comments	Design Around	Photo # (See Attached)	City of Alpharetta's Assessment
1029	31" Boxelder	Poor	Poor	Non-Specimen	Large/ deep cavity in union. 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	9	
1030	26" Sourwood	Fair	Poor	Non-Specimen	Large/ deep cavity. 2 Co-Dominate Leaders with weak crotches and included bark. Due the species, a multi-stem tree is undesirable and could be a life safety issue.	No	10	
1031	11" Buford Holly	Fair	Good	Specimen	Infested with T-scale(insect)	No	11	
1032	9" Buford Holly	Poor	Poor	Non-Specimen	Infested with T-scale(insect)More than 1 main limb and several minor limbs dead/gone.	No	12	
	21" Pine	Good	Good	Boundary Tree/ Non-Specimen		Yes		
	21" Tulip Poplar	Good	Good	Boundary Tree/ Non-Specimen		Yes		
	22" Pine	Good	Good	Boundary Tree/ Non-Specimen		Yes		
	23" Hickory	Good	Good	Boundary Tree/ Non-Specimen		Yes		
	24" Pine	Good	Good	Boundary Tree/ Non-Specimen		Yes		
	24" White Oak	Good	Good	Boundary Tree/ Specimen		Yes		
	28" Sweet Gum	Good	Good	Boundary Tree/ Non-Specimen		Yes		
	29" Tulip Poplar	Good	Good	Boundary Tree/ Non-Specimen		Yes		

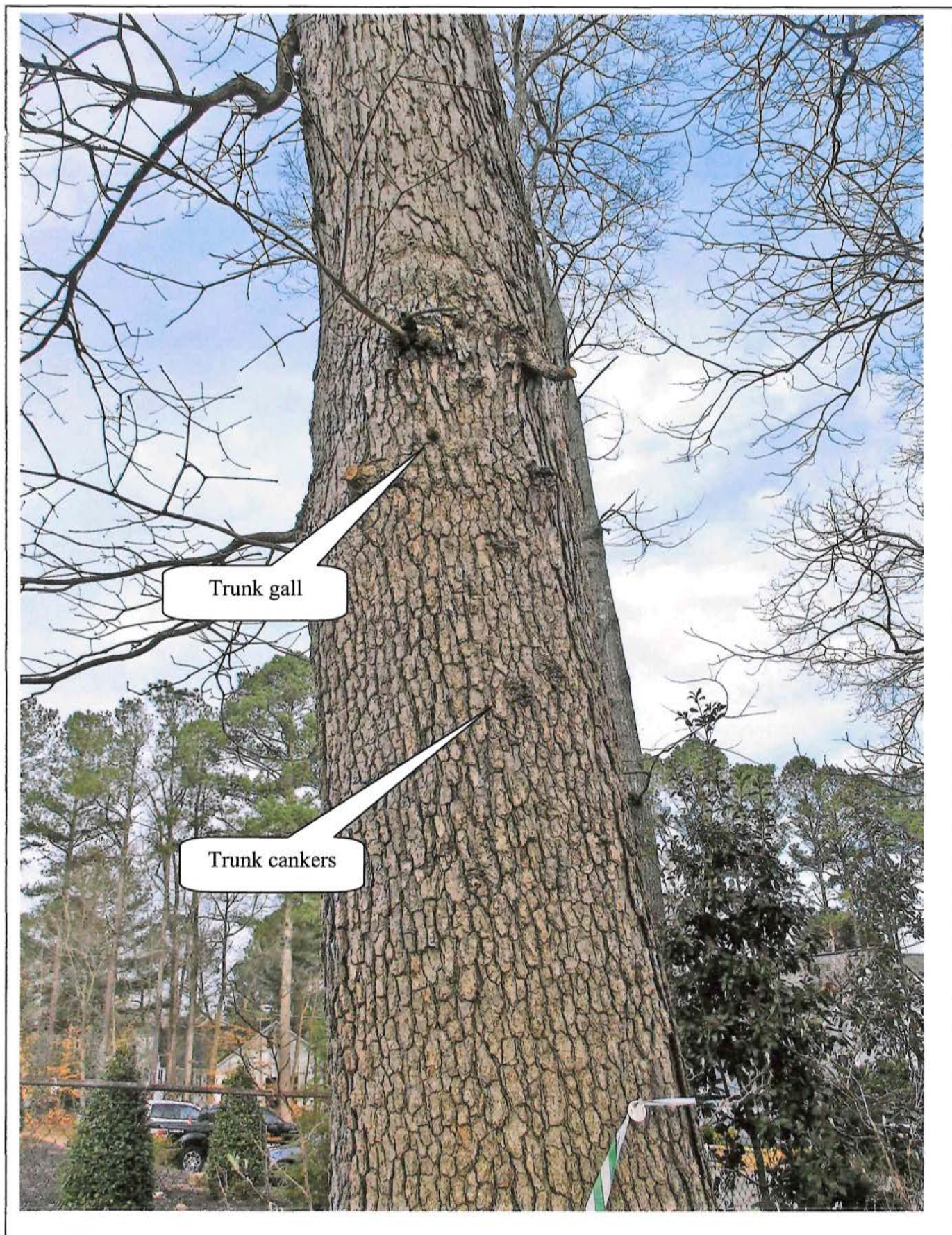


Photo 1



Impact to
Structural Root
Plate by walk
and drive

Photo 2

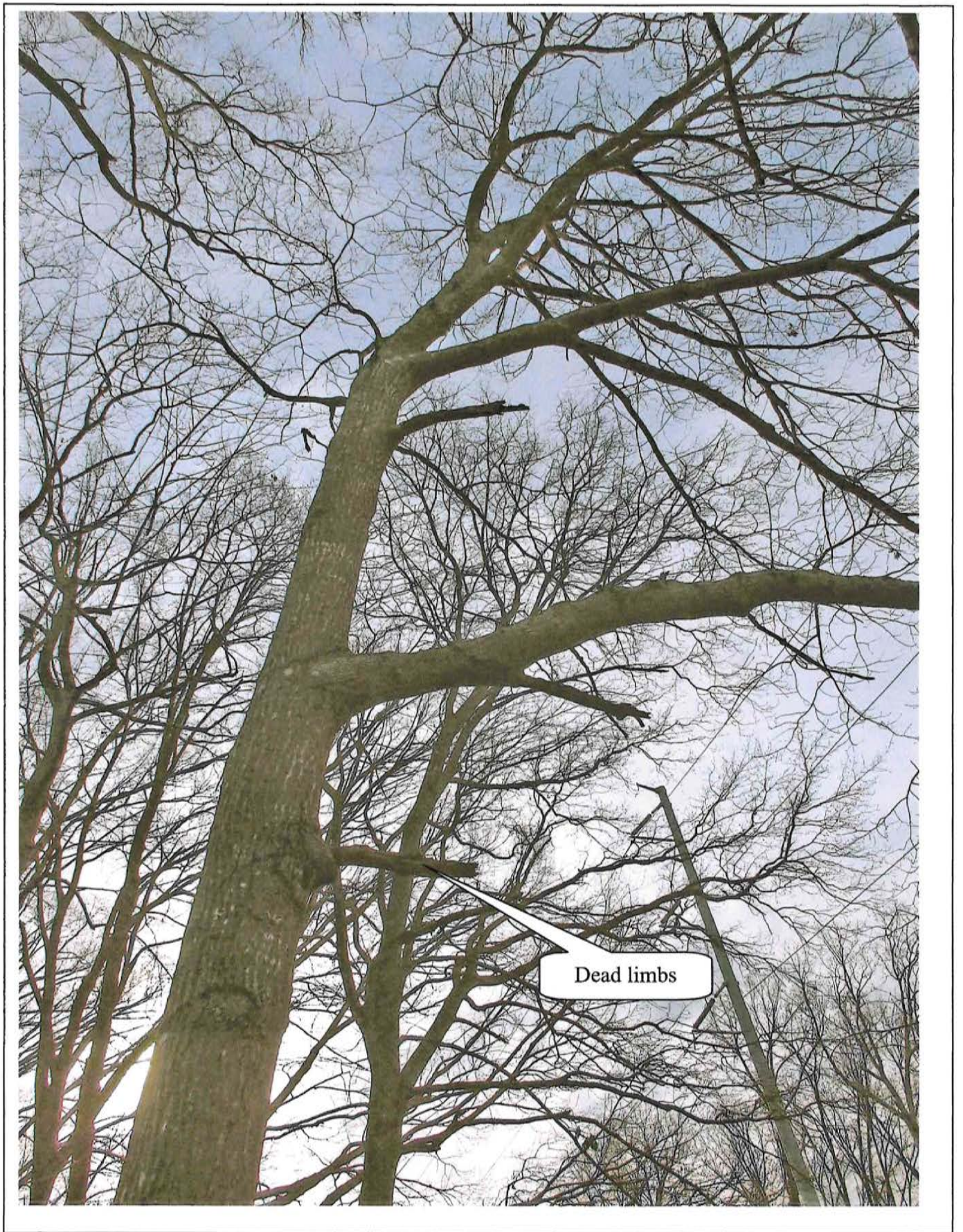


Photo 3

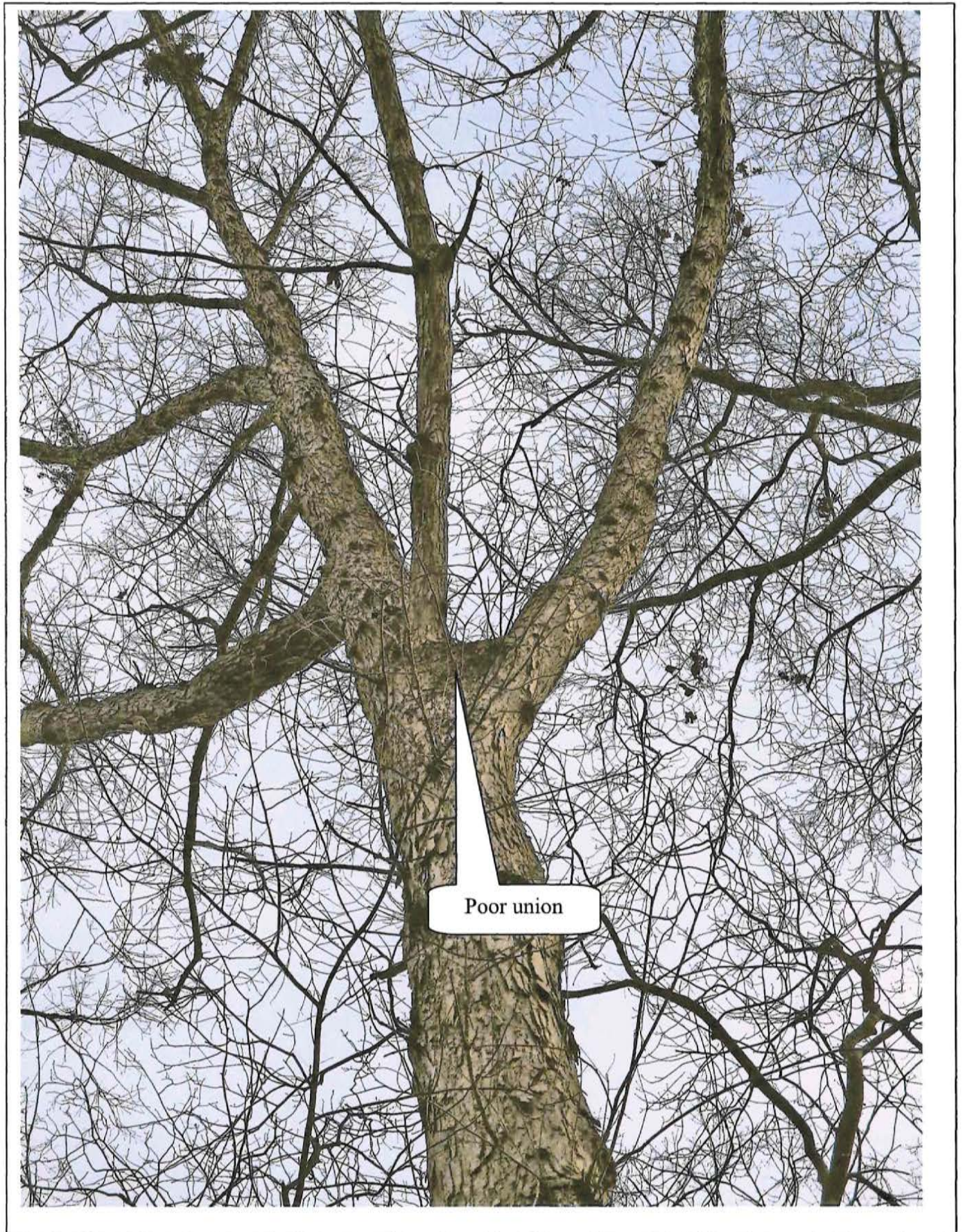


Photo 4

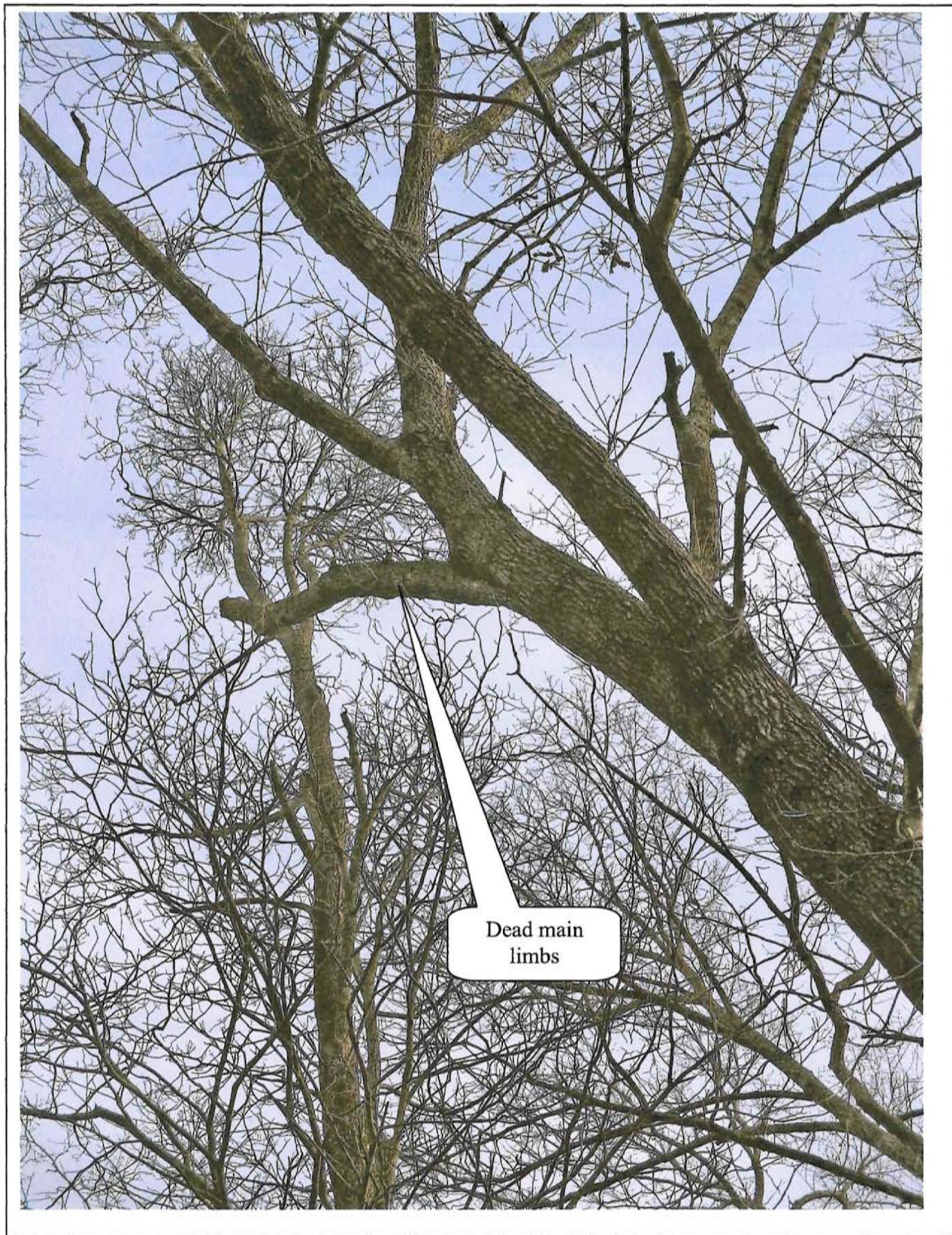


Photo 5

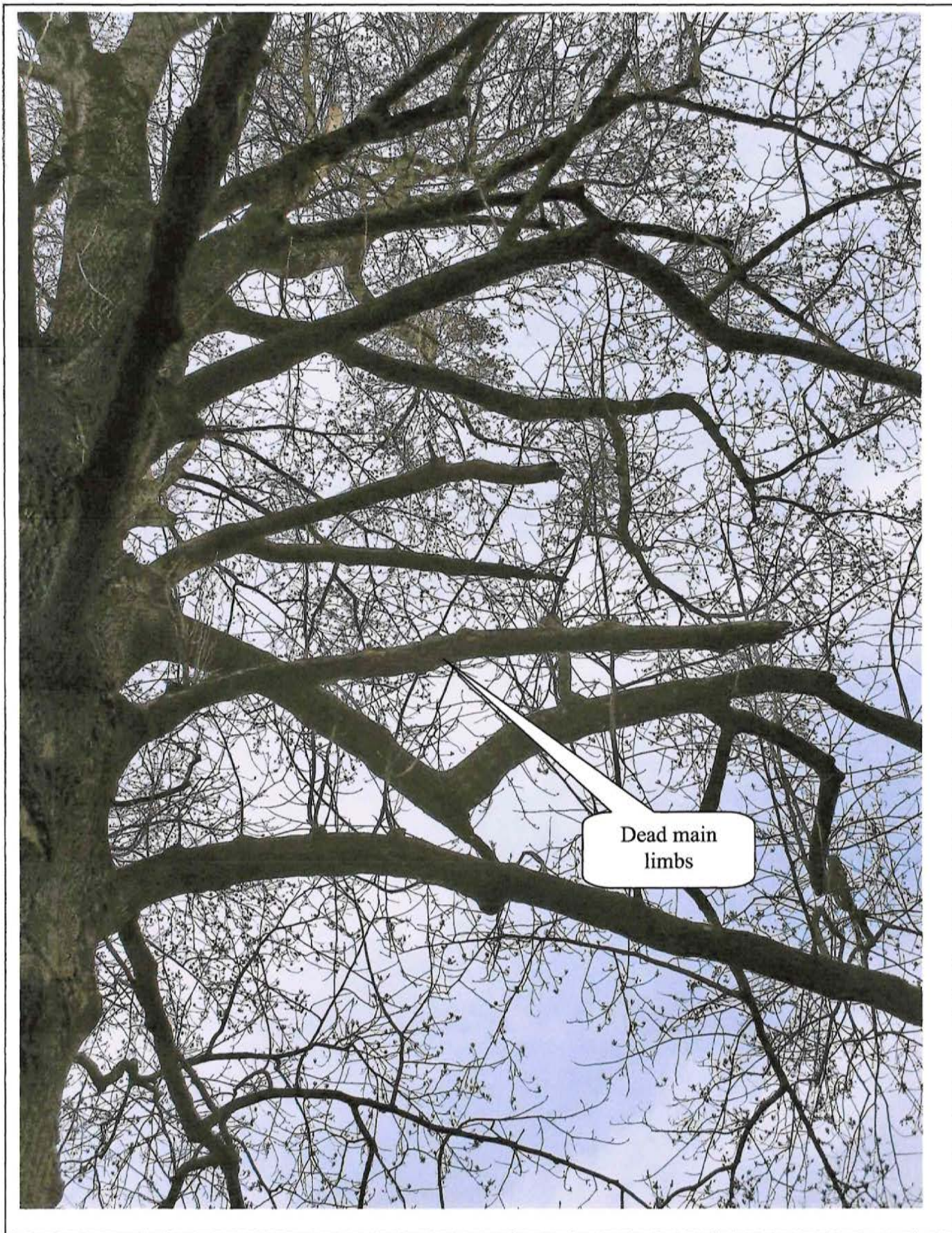


Photo 6



Photo 7



Photo 8

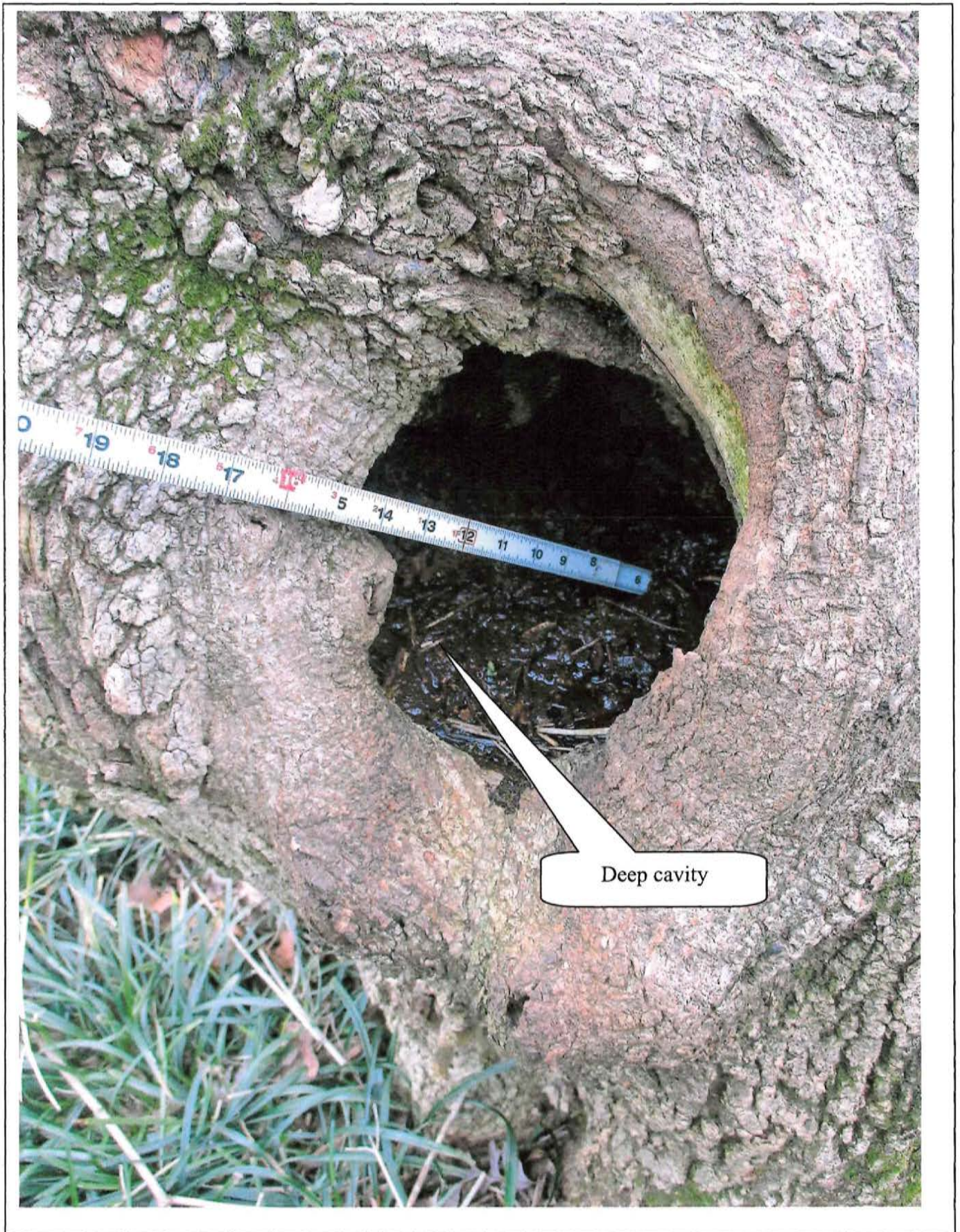


Photo 9



Photo 10



Photo 11



Photo 12



STAFF REPORT

Submitting Department: Public Works

Submitted By: Pete Sewczwicz

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: ALPHA LINK - PROJECT FRAMEWORK AGREEMENT WITH GDOT

II. RECOMMENDATION:

Please approve the Alpha Link Project Framework Agreement with the Georgia Department of Transportation, award an amount not to exceed \$35,000.00 to Atkins for RFQ/RFP professional services associated with Federal Procurement, and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN
CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: \$1,250,000 (DESIGN); \$35,000 (FEDERAL PROCUREMENT ASSISTANCE) FUNDED THROUGH THE NON-ALLOCATED ACCOUNT WITHIN THE CAPITAL PROJECT FUND; RIGHT-OF-WAY AND ASSOCIATED PROJECT MANAGEMENT SERVICES TO BE REQUESTED AS THE PROJECT PROGRESSES.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Alpha Link (ARC/LCI Grant; 34041100-521200-C2242)	\$1,000,000
Alpha Link (ARC/LCI Grant Match; 30141100-521200-C2242)	\$250,000
New Appropriation Request (Capital Project Fund Non-Allocated; 30141100-521200-C2242)	\$35,000

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Alpha Link ARC/LCI Grant	\$1,000,000
-	-\$
-	\$0.00

IV. REPORT IN BRIEF:

The Alpha Link is a 12' wide lighted, multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. Currently, the North Fulton Community Improvement District (NFCID) is in procurement and planning to award the design in the coming month for an Alpha Loop tunnel under Haynes Bridge Road which is anticipated to take approximately 18 months. Through the Atlanta Regional Commission (ARC), the City was awarded a \$1,000,000 grant with a required \$250,000 match to go towards the design of the Alpha Link. The dollars from the ARC are from the Federal Government and procurement of the design team, as well as the design itself, must follow the Federal Plan Development Process. The City is responsible for all expenses of the design, over \$1,000,000.

Step one in the process is execution of the attached Project Framework Agreement (PFA) from the Georgia Department of Transportation (GDOT). Once the PFA is approved by all parties, the City can start the procurement process. In the interim, the City can develop a Request for Qualifications (RFQ) document that will be issued at a later date. The next step after receiving and reviewing qualifications from design teams is to

conduct interviews(s), followed by the highest rated firm to submit a cost proposal. This process will take approximately 3 months from when the RFQ is issued and receiving a cost proposal.

In addition to approving the PFA with GDOT, Public Works is requesting approval of Atkins pre-design services in the amount of \$35,000 to be approved. Atkins' scope of work consists of coordination with the GDOT project manager, assisting the City in preparing the RFQ, assisting in preparing responses to inquiries during the RFQ process, reviewing the RFQ proposals, participating in the interview process, reviewing cost proposal(s), coordinating kick-off meeting with design team and GDOT, etc. Atkins' role is an extension of staff, and if the funds are not fully used in RFQ/RFP phase of the project, they can be carried over to the design management phase of the project.

V. ALTERNATIVES:

VI. ATTACHMENTS:

RFQ Alpha Link_City of Alpharetta Scope, RFQ Alpha Link_PEPMLite_Mult_v3, 0019211 Fulton 2022.05.24 Draft PFA, GDOT Plan Development Process, 0019211 Fulton 2021.08.27 ARC TIP Application, 0019211 Fulton 2021.08.27 Site Map



Memo

To: Pete Sewczwicz, Director of Public Works, City of Alpharetta

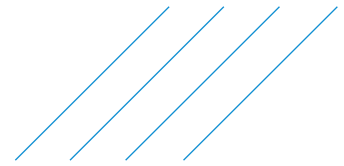
From:	Nikki Parris	Email:	nicole.parris@atkinsglobal.com
Date:	May 27, 2022	Phone:	678-247-2435
Ref:	Program Management Services for RFQ/RFP Process for Alpha Link (GDOT PI # 0019211)	cc:	

Subject: Scope and Fee Estimate

Scope of Services:

The North Point Alpha Link is a proposed multiuse trail connection for the Alpha Loop that will tie the Alpha Loop to Encore Parkway as well as Big Creek Parkway. It is our understanding that the trail will extend along GA400 on the north side from Encore Parkway to a future tunnel under Haynes Bridge Road that is currently being designed. While the scope of the project includes Encore Parkway, no work will be performed on Encore Parkway, except for potential enhancements, due to the fact that previous federal funding was used to enhance the Encore Parkway corridor,. The scope of work to be performed by Atkins for this phase of the project will be to assist the City of Alpharetta in the selection of a consultant to perform the design of this project. Due to the City receiving federal funds for the PE (design), the consultant selection process will follow a process similar to that used to select the design consultant for the North Point Parkway LCI implementation project. Atkins will provide and/or assist the City with the following services:

- Initial kick off with GDOT PM
- Assist in development of the Request For Proposal (RFQ). This will consist of scope information – the City will provide the City standard procurement information for the procurement documents
- Assist with responses to questions asked during the RFQ process and help provide information to use in addendums, if necessary.
- Participate in review and scoring of RFQ proposals
- Assist in development of RFP (scope information including developing more detailed tasks and deliverables that will be the responsibility of the selected consultant) – the City will provide the City standard information for the procurement documents
- Assist with responses to questions asked during the RFP process and help provide information to use in addendums, if necessary.
- Participate in interviews, as necessary. Assume 3 shortlisted consultant interviews.



- Participate in the review and scoring of RFP responses
- Participate in scoping meeting with GDOT, City and selected consultant – assume only one meeting will be necessary
- Develop an independent cost estimate and assist in negotiating with selected consultant, assuming selected consultant will develop a cost for survey, environmental and concept for first task
- Attend the kick off meeting with selected consultant, GDOT and City

Assumptions:

- The City will be responsible for actual procurement announcement and receiving of proposals
- Management of design services are not included in this scope of services but can be provided at the City's request once a design consultant is selected

Atkins will provide professional staff on an as-directed basis for a not-to-exceed budget of \$35,000. Atkins will not provide services beyond the approved budget without prior approval by the City. The estimated hours and budget have been based on a preliminary understanding of the project and level of effort desired by the City of Alpharetta. Atkins will only invoice the City for actual hours worked and expenses incurred on the project., Billings will be based on actual hourly rates and a contract multiplier of 2.7 for construction inspection tasks and 2.9 for office tasks. If the amount of effort that is necessary, as directed by the City, will exceed the approved budget, Atkins will notify the City and receive approval to either reduce the scope such that the number of hours necessary fits within the approved budget or increase the budget to accommodate the additional effort required.



RFQ/RFP Assistance for Alpha Link

Task ID	Description	Directs/ Expenses	PIC Hours	PM Hours	Dep PM	Cost Est	CM Hours	Labor Price	Total Price (Labor + Directs)
	Rate	N/A	\$ 341.10	\$ 242.24	\$ 167.97	\$ 232.84	\$ 265.44		
01	RFQ and interviews (if required)	\$55.00	1	29	19	0	2	\$ 11,088.24	\$ 11,143.24
02	RFP	\$55.00	1	18	9	0	2	\$ 6,743.95	\$ 6,798.95
03	Independent Cost Estimate and review of consultant cost estimate		0	8	4	53	2	\$ 15,364.79	\$ 15,364.79
04	Kick off meeting	\$52.20	0	4	4	0	0	\$ 1,640.82	\$ 1,693.02
									\$ 35,000.00

PIC Principal in Charge (Brian Bolick)
 PM Project Manager (Nikki Parris)
 CM Project Manager (Obie Brannon)
 Dep PM Deputy PM (Nicole Neeley)
 Independent Cost Estimator (Jason
 Cost Est Kunkle)

**PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF ALPHARETTA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

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 Project Framework Agreement for Transportation Facility Improvements is made and entered into this [REDACTED] (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF ALPHARETTA**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT" (the "Agreement").

WHEREAS the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit "A", attached, and incorporated herein by reference, identified as PI #0019211 and hereinafter referred to as the "PROJECT"; and

WHEREAS the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶II(a).

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

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT (current expiration date: 6/30/2024. to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the

DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit "A". The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit "A".

3. The funding portion as identified in Exhibit "A" of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.

8. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications,

estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

9. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

10. The LOCAL GOVERNMENT shall provide insurance under this Agreement as follows:

a. It is understood that the LOCAL GOVERNMENT (*complete the applicable statement*):

☐ is self-insured and all claims against LOCAL GOVERNMENT will be handled through _____

OR

☒ shall obtain coverage from LOCAL GOVERNMENT's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, LOCAL GOVERNMENT shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 11 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d) Professional liability insurance that shall be either a practice policy or project-specific

coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

- c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- d. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- e. Waiver of Subrogation. There is no waiver of subrogation rights by either party with respect to insurance.
- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the LOCAL GOVERNMENT and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

- 11. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – Project Financial Report (PFR)

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Federal Award Identification Worksheet

APPENDIX C – Certification of Local Government Drug Free Workplace

APPENDIX D – Certification of Compliance with State Audit Requirement

APPENDIX E – Title VI Certification and Acknowledgement Form

- 12. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated (“O.C.G.A.”) relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-20 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it 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.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

13. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the LOCAL GOVERNMENT's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or LOCAL GOVERNMENT by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kim Nesbitt
 Title: State Program Delivery Administrator
 600 West Peachtree Street, NW,
 25th Floor
 Atlanta, Georgia 30308
 Telephone#: (404)631-1575
 E-mail: knesbitt@dot.ga.gov

LOCAL GOVERNMENT

Name: Geoffrey Sarra, P.E.
 Title: Senior Engineer
2 Park Plaza
Alpharetta, GA 30009
 Telephone#: (678)-297-6239
 Email: gsarra@alpharetta.ga.us

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

14. 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.

15. 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.

16. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

17. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

18. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

[SIGNATURES ON NEXT PAGE]

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

Georgia Department of Transportation

City of Alpharetta, Georgia

By: _____
Commissioner

By: _____
Jim Gilvin, Mayor

Signed, sealed and delivered this

_____, in the presence of:

Attest:

Treasurer

Witness – James Drinkard, Assistant City Administrator

Notary Public – Kiersten VanHorn, Deputy City Clerk

This Agreement, approved by

City of Alpharetta, this _____

Attest:

Lauren Shapiro, City Clerk

Federal Employer Identification Number: 58-6011454

Exhibit A

Georgia Department of Transportation Project Financial Report (PFR)

Processed Date: May-05-2022 09:18:15 AM

Project: 0019211

Description:	NORTH POINT ALPHA LINK TRAIL - LCI
Project Manager Name:	
Office:	
Counties:	Fulton
Congressional Districts:	006

Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
No Engineered Estimates Data Available						

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	LOC	PRECST	\$0.00	\$0.00	\$0.00	\$6,000,000.00	\$0.00
		CST Subtotal:	\$0.00	\$0.00	\$0.00	\$6,000,000.00	\$6,000,000.00
PE	Y230	PRECST	\$1,000,000.00	\$0.00	\$0.00	\$250,000.00	\$0.00
		PE Subtotal:	\$1,000,000.00	\$0.00	\$0.00	\$250,000.00	\$1,250,000.00
ROW	LOC	PRECST	\$0.00	\$0.00	\$0.00	\$400,000.00	\$0.00
		ROW Subtotal:	\$0.00	\$0.00	\$0.00	\$400,000.00	\$400,000.00
UTL	LOC	PRECST	\$0.00	\$0.00	\$0.00	\$500,000.00	\$0.00
		UTL Subtotal:	\$0.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00
		TOTALS:	\$1,000,000.00	\$0.00	\$0.00	\$7,150,000.00	\$8,150,000.00

Project Accounting

APPENDIX A



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0019211, Fulton, North Point alpha link trail - LCI
Sponsor/Local Government's Name:	City of Alpharetta
Sponsor/Local Government's Address:	2 Park Plaza Alpharetta, GA 30009

LOCAL GOVERNMENT AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

58-6011454

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

City of Alpharetta

Name of Local Government

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

James Drinkard

Printed Name (of Authorized Officer or Agent)

Assistant City Administrator

Title (of Authorized Officer or Agent)

James Drinkard - Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

Date

[NOTARY SEAL]

Notary Public - Kiersten VanHorn, Deputy City Clerk

My Commission Expires: _____

APPENDIX B
Federal Award Identification Worksheet

Subrecipient's name	City of Alpharetta
UEI (SAM)	GKW5HJAHNJJ2
Federal Award Identification Number (FAIN)	From OFM
Federal award date (see § 200.39 Federal Award Date)	From OFM
Amount of Federal Funds Obligated by this action	From OFM
Total Amount of Federal Funds Obligated to the subrecipient	From OFM
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	North Point alpha link trail - LCI
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Mark Lawing
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

APPENDIX C
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE

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

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 LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT 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

Derek Nelson, Risk & Safety Administrator

APPENDIX D CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

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

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Thomas G. Harris, Director of Finance

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring nondiscrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

City of Alpharetta assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. City of Alpharetta assures that every effort will be made to ensure nondiscrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

James Drinkard, Assistant City Administrator

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The
1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing
Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on
Environmental Justice (EJ) Executive Order 13166 on Limited
English Proficiency (LEP)

**NOTICE TO SPONSOR/LOCAL GOVERNMENT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR/ LOCAL GOVERNMENT, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in 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.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall 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 sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor 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 SPONSOR'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 SPONSOR under the contract until the SPONSOR complies;
- and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor 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 Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

Greetings Alpharetta team,

Below is an idea of what the City of Alpharetta's project likely will have to work through for PDP activities. Developing an anticipated PDP list is a great exercise to assist the team in determining the scope of work/activities and tracking the work. We will continue to adjust this list as items are accomplished or as new information is determined. Based on the schedule below, the project could be let for construction bids in **Fall 2028**.

For context, the following is a typical GDOT Subject Matter Expert Office review cycle process. Every office does operate slightly different, and workloads do factor into how those offices distribute work. However, this will give you an idea of why certain tasks may take longer when there is a GDOT review cycle involved:

1. Consultant provides document to appropriate office
2. 3 days - document sent to appropriate GDOT location – for example, GDOT internal steps such as GDOT Interdepartmental Correspondence, loading to shared drive locations, or computer program changes through GDOT Information Technology department, etc.
3. 2 days – GDOT Subject Matter Expert (SME) office reviews initial package & accepts or asks for revised package
4. 1 day – GDOT SME office assigns a reviewer
5. 1 day - Reviewer places document in a workload list
6. 30 days - Reviewer completes a review cycle – typical is 30-days; structural office is 90 days.
7. 1 to 5 days - Reviewer follows that office's distribution policy – for example, Office of Materials requires an executive sign off process before an administrative assistant releases the comments.
8. Consultant receives comments
9. 30 days - Consultant prepares revised document and written responses to comments. Typically, always have a 30-days turnaround, but is dependent on nature of comments.
10. Repeat steps 3 through 7 until GDOT SME Office accepts document
11. 1 day - Consultant notified of acceptance
12. 1 day - GDOT P6 schedule actual date added
13. Cycle completed

Our below understanding is based on the TIP application that was sent to Atlas via the Atlanta Regional Commission.

Our understanding is that PI0019211 or the Alpha Link will be a shared use path project from Haynes Bridge Road and Northwinds Parkway to Encore Parkway and Northpoint Parkway. Other elements of the project include crosswalk enhancements, path/street lighting and traffic calming measures.

Reflected below you will see the anticipated PDP activities as of 6/14/22. Some of the activities may not be applicable, but we included them just in case the project's development resulted in the activity's requirement. Determining required activities is always very challenging at this point in a project's development. Once the activity is confirmed to not be applicable, we will delete it from the list. Please take a moment to review the below activities, as you will include scope of work within the Request For Qualifications (RFQ).

PDP Key:

Green indicates completed tasks

Red indicates in-progress tasks

Blue indicates responsible party

Highlighted Items indicate FY tracking

1. **June 15th, 2022 – Project Kick-off Meeting – ATLAS/GDOT OPD/ ALPHARETTA**
 - a. Agenda: Team introductions, role of team members, Alpharetta approval procedures, GDOT/ATLAS review cycles, anticipated PDP schedule, next steps, next meeting
2. **Summer 2022 – Local Letting Approval Form (LLAF) – ATLAS/GDOT OPD & ALPHARETTA**
 - a. Alpharetta signed version to Atlas/GDOT – 5/23
 - b. GDOT review cycle
 - c. Approved package to Alpharetta – 6/9
3. **Summer 2022 – Project Framework Agreement (PFA) – ATLAS/GDOT OPD & ALPHARETTA**
 - a. PFA Alpharetta information received – 5/19
 - b. PFA DRAFT to Alpharetta
 - c. Alpharetta adds PFA to Mayor and Council (M/C) Agenda – 6/20
 - d. M/C vote to authorize Mayor to sign PFA
 - e. GDOT DocuSign issuance to Alpharetta
 - f. Alpharetta signatures within DocuSign
 - g. GDOT signatures within DocuSign
 - h. Executed PFA to Alpharetta

FY 2023 begins July 1st, 2022

4. **July - October 2022– Procurement – ALPHARETTA**
 - a. Request for Qualifications (RFQ) Development
 - I. Discuss RFQ requirements (Legal Organ, Georgia Procurement Registry (GPR), qualifications-based selection, evaluation, etc.)
 - II. GDOT/Atlas send RFQ template to Alpharetta
 - III. Cross-reference Area Classification requirements
 - IV. Determine RFQ timeline
 - V. Alpharetta submits RFQ to GDOT/Atlas team for review
 - VI. GDOT/Atlas team reviews and provides comments
 - VII. Alpharetta adjusts RFQ
 - VIII. Team concurs on document
 - b. Advertisement
 - I. Alpharetta posts RFQ on GPR and legal organ - All items below are dependent on RFQ release
 - II. Alpharetta sends GPR link and final RFQ to GDOT/Atlas team for project files
 - III. Proof of all publications saved to project records
 - IV. Deadline for questions
 - V. Alpharetta sends questions to GDOT/Atlas team for review and comment
 - VI. Addendum posted on GPR
 - VII. Statement of Qualifications (SOQ)
 - VIII. Phase 1 evaluation conducted
 - IX. Notice to Selected Finalist (NTSF) posted on GPR
 - X. Technical Proposal Deadline
 - XI. Phase 2 evaluations
 - XII. Notice of Most Qualified (NMQ) posted on GPR
 - c. Scoping meeting

- I. Between Alpharetta and selected firm
- II. Negotiation Manual - <http://www.dot.ga.gov/PartnerSmart/Business/Documents/ConsultantResources/NegotiationManualforEngineeringandDesignRelatedConsultantServices.pdf>
- III. Discuss: Scope of Work, Activities and Challenges/Constraints
- IV. Do NOT Discuss: Preliminary Engineering (PE) Cost Estimate
- d. Independent PE Cost Estimate
 - I. PE Cost Estimate must be completed by Alpharetta, independently. The estimate is meant to be a starting point for negotiations.
 - II. Atlas/GDOT OPD to send Alpharetta PE Cost Estimate template
 - III. When developing an independent PE cost estimate, Alpharetta should consider the following:
 - 1. Determined tasks with activities listed
 - 2. Determine the most practical estimate (fixed fee, cost plus fixed fee, direct costs, cost per unit of work)
 - 3. Agree upon list of team members who will be working on the project . This information can be referenced in the SOQ finalist.
 - 4. Determine Labor Classifications - All contracts negotiated after March 31, 2018, must utilize labor classifications on the 2018 Labor Classifications and Definitions. Standard Labor Classifications can be found in the *Negotiation Manual on starting on page 39*.
 - 5. Based on the knowledge of each task, Suwanee should determine which team member would work on that activity and how many anticipated hours it can take.
- e. Negotiations
 - I. Alpharetta and consultant agree on scope of work/activities list
 - II. Alpharetta requests consultant provides cost estimate on all activities, broken up into individual tasks
 - III. Alpharetta reviews each task and cost associated
 - IV. Alpharetta may elect to a virtual meeting where they discuss items that do not match with cost estimate or far exceed
 - V. Concur on cost. If cost exceeds funding, Alpharetta may have to make a TIP modification (quarterly). Alpharetta will be required to provide a full explanation of cost increase. Request made through PLANIT (ARC).
 - VI. If they cannot, they may have to move on to the 2nd highest scoring firm
- f. Request contract from consultant
 - I. Contract review by Alpharetta and all legal entities
 - II. Ensure contract provides all invoicing requirements for ease
 - III. Determine Notice to Proceed (NTP) date at this time and share with Atlas/GDOT OPD team
 - IV. Ensure contract is signed by firm before taking the contract to Mayor and Council
 - V. Add contract to agenda
 - VI. Send executed contract to Atlas/GDOT OPD team & consultant
- 5. **October/November 2022 - Issue Notice to Proceed (NTP) to prime consultant – ALPHARETTA & CONSULTANT**
 - a. Alpharetta sends copy of NTP notice to GDOT/Atlas team

- b. Prime to complete contracts with sub-consultant(s) and issue NTP (share with GDOT/Atlas team)
- 6. **November/December 2022 – Project Team Kick-Off for PE – PROJECT TEAM**
 - a. Host Kick-Off Meeting with GDOT/Atlas team, consultant, and Alpharetta to discuss PDP schedule, roles, and next steps
- 7. **December 2022- Spring 2023 - GDOT Schedule – GDOT TASK**
 - a. Are there any additional scoping studies that need to be conducted?
 - b. GDOT/Atlas Office of Program Delivery (OPD) submits Initial schedule request to Office of Program Control (OPC)
 - c. OPC generates an initial schedule
 - d. Team reviews & requests schedule revisions from OPC - 3 opportunities for revisions
 - e. GDOT/Atlas OPD collects Subject Matter Expert (SME) schedule approvals - Right of Way, Environmental, Alpharetta, Utility, Consultant (and specialized)
 - f. GDOT Schedule Review Committee (SRC) concurs
- 8. **Spring 2023 - Project Description (PD) – CONSULTANT TASK**
 - a. Team review cycle
- 9. **Spring 2023 - Project Justification Statement (PJS) – CONSULTANT TASK**
 - a. Team review cycle
- 10. **Spring 2023 - Environmental Survey Boundary (ESB) – CONSULTANT TASK**
 - a. Consultant creates map showing project area in PDF & DGN formats
 - b. Traditionally the boundary is 100 ft. from edge of pavement or area of disruption
 - c. Map to GDOT/Atlas team and Alpharetta
 - d. GDOT/Atlas map submission to Office of Environmental Services (OES)
 - e. Environmental fieldwork dependent on ESB and property owner letter
- 11. **Early 2023 - Winter 2023 Traffic Engineering (TE) – CONSULTANT TASK**
 - a. Traffic calming measures identified as a goal in the TIP Application
 - b. Have any TE activities already occurred? (Traffic Counts?)
 - c. Traffic Counts Map and review request form
 - d. Traffic Count collection
 - e. Traffic Analysis:
 - I. Traffic Data Report (TDR)
 - II. Traffic Forecasting Report (TFR)
 - III. Intersection Control Evaluation (ICE)
 - IV. Traffic Engineering (TE) Study
 - Documents to GDOT/Atlas
 - f. GDOT Office of Planning or Traffic Operations review/approval cycle for each above action
- 12. **Spring/Summer 2023- Office of Environmental Services (OES) assignments – GDOT TASK**
 - a. Dependent on the GDOT schedule, PD, PJS and ESB
- FY 2024 begins July 1st, 2023**
- 13. **Spring 2023- Fall 2023 – Early Coordination – CONSULTANT TASK**
 - a. Property Owner Notification Letter
 - I. Consultant drafts property owner letter
 - II. GDOT/Atlas team and Alpharetta review property owner letter
 - III. GDOT/Atlas team to discuss how questions will be routed (website, phone, email, etc.)
 - IV. Ensure project details 'live' somewhere for general to view
 - V. Consultant provides a list of all owners that the letter will be distributed to

- VI. Once distributed, fieldwork can begin 10 days later
 - VII. Official letter and distribution list saved to project records
 - b. Cultural Resources (CR_106) Early Coordination Letter (ECL)
 - I. Consultant prepares
 - II. Alpharetta and GDOT/Atlas team review
 - III. Consultant sends to Office of Environmental Services (OES) History
 - IV. OES history review cycle
 - V. Consultant distributes approved CR106 ECL to outside entities
 - 1. State Historic Preservation Office (SHPO) issues receipt and number
- share with LAP team
 - c. Tribal Notification
 - I. OES history sends CR106 ECL package to OES archaeology
 - II. OES archaeology initiates
 - III. Tribes have a minimum of 30-day response period
 - IV. OES archaeology maintains records and provides tribal response information
 - d. Ecology
 - I. Consultant to coordinate and report back to team
 - II. Georgia ecological Services U.S. Fish and Wildlife Service (US FWS)
 - III. Information for Planning and Consultation (IPaC)
 - IV. Any Threatened or Endangered (T&E) species identified?
 - 1. May not be known until fieldwork
 - 2. If known, what are the survey season requirements?
 - 3. Any consultant contract modification required?
 - V. Georgia Natural Archaeological and Historic Resources (GNAHRGIS)
 - VI. Any known water resources?
 - VII. US Army Corps of Engineers (USACOE) - Jurisdictional Determination (JD)
 - VIII. GA DNR Environmental Protection Division (EPD) State Waters Determination (SWD)
 - e. National Environmental Protection Act (NEPA) ECL
 - I. Consultant to prepare and report back to team
 - II. GDOT/Atlas team and Alpharetta review
 - III. Consultant sends to Office of Environmental Services (OES) NEPA analysts
 - IV. OES NEPA review cycle
 - V. Consultant distributes to various entities

14. Summer 2023 to Fall 2023 – Fieldwork – CONSULTANT TASK

- a. Land Surveyors (this can be done early to assist with other environmental steps)
- b. Archaeologist
- c. Ecologist
- d. Historian

15. Fall/Winter 2023 Land Survey Database – CONSULTANT TASK

- a. Field data to surveyor's office
- b. Database creation
- c. Database to Engineer of Record (EOR)
- d. EOR approval of the database

16. Fall 2023 - Spring 2024 Environmental Resource Identification (RID) Survey Reports – CONSULTANT TASK

- a. Archaeology

- I. Archology Short Report (ASR)
 1. Could be used if no artifact is found
 2. Document OES
 3. OES archaeology review cycle
 4. NO SHPO review cycle here
- II. If artifact is recorded on site: Archaeology Management Summary (Arch Man Sum) & Archaeology Phase 1 Environmental Site Assessment (Ph1 Arch ESA)
 1. Document OES
 2. OES archaeology review cycle
 3. Transmittal to SHPO
 4. SHPO review cycle
- III. History Resource Survey Report (HRSR)
 1. Document to OES
 2. OES history review cycle
 3. Transmittal to SHPO
 4. SHPO review cycle
- IV. Ecology Resources Survey Report (ERSR)
 1. Document to OES
 2. OES ecology review cycle
 3. Transmittal to appropriate agency; typically, only FHWA

17. Winter 2023 - Final Field Plan Review (FFPR): Bridge/Structures – CONSULTANT TASK

- a. New boardwalks/bridges indicated as a need via the TIP Application
- b. Will any bridges/boardwalks cross over streams?
- c. Preliminary bridge layout to Atlas/GDOT
- d. GDOT Structures review cycle
- e. Bridge Foundation Investigation (BFI) to Atlas/GDOT OPD
- f. GDOT Office of Materials and Testing (OMAT) review cycle
- g. Final bridge plans to Atlas/GDOT OPD
- h. GDOT Structures review cycle

18. Early 2024 – Summer 2024 : Phase 1 ENV Site Assessment for Underground Storage Tanks (PH 1 ESA UST) or Hazardous Materials (HW) – CONSULTANT TASK

- a. Fieldwork
- b. Ph 1 ESA UST/HW fieldwork; does have a 6-month expiration on fieldwork
- c. Construction cover page, ROW, or mainline plans, & report to Atlas/GDOT OPD
- d. GDOT Office of Materials and Testing (OMAT) review cycle

19. Summer 2024 - Informal Public Outreach – ALPHARETTA & CONSULTANT TASK

- a. Alpharetta to conduct informal public outreach through various platforms (public meetings, project website, surveys, social media, etc.)
- b. Not necessarily required by GDOT; dependent on NEPA level
- c. Always encouraged
- d. Any previously held public outreach documents should be provided to GDOT and the Prime consultant
- e. Can be different formats such as Face-To-Face, virtual, publication only, targeted, etc.
- f. Typically, 90-day cycle – material preparation, publication, response

FY 2025 begins July 1st, 2024

20. Winter 2023 to Spring 2025 - Concept Report (CR) – CONSULTANT TASK

- a. Dependent on the above activities
- b. Consultant prepares
- c. Alpharetta review cycle
- d. Revised report Atlas/GDOT OPD review cycle
- e. Concept Team Meeting (CTM)
- f. Revised Report to Atlas/GDOT OPD review cycle
- g. Atlas/ GDOT OPD sends report to GDOT Office of Design and Policy and Support (ODPS)
- h. ODPS review cycle
- i. Consider beginning UTL coordination if CR has approval

21. Fall 2024 - Winter 2024 – Phase 2 ENV Site Assessment for Underground Storage Tanks of Hazardous Waste (Ph 2 ESA UST/HW) – CONSULTANT TASK

- a. Dependent on the results of the Geotechnical Phase 1 ESA UST/HW
- b. Fieldwork
- c. Ph 2 ESA UST/HW fieldwork; does have a 6-month expiration on fieldwork
- d. Construction cover page, ROW, or mainline plans, & report to Atlas/GDOT OPD
- e. GDOT Office of Materials and Testing (OMAT) review cycle

FY 2026 begins July 1st, 2025

22. Spring/Summer 2025 Avoidance and Minimization Measures Meeting (A3M) – CONSULTANT TASK

- a. Dependent on:
 - 1. Agency concurrences environmental resource IDs
 - 2. OES NEPA approval to hold
 - 3. A3M level design plans
- b. Atlas/GDOT OPD schedules meeting - a few weeks to organize
- c. A3M held
- d. Publish minutes
- e. Revised plans to Environmental SMEs

23. Fall 2024 - GDOT Certification - Utility Coordination – CONSULTANT TASK

- a. Can begin after Concept Report (CR) approval. Begin as soon as practical
- b. First submission design files to providers
- c. Providers review cycle – minimum of a 60-day cycle; likely longer
- d. Received existing utility locations from providers
- e. Second submission design files to providers
- f. Providers' review cycle – minimum of a 60-day cycle; likely longer
- g. Coordinate conflicts
- h. Receive appropriate response documentation
 - 1. No conflict letter(s)
 - 2. No cost relocation letter
 - 3. No facilities letter
 - 4. Executed reimbursable agreement
- i. Georgia Utility Permitting System (GUPS) – for facilities within state ROW; even for no conflict status
- j. Package to District Utility Manager (DUM)
- k. Package from district to State Utility Office (SUO)

24. Summer to Winter 2025 - Environmental Assessments of Effects (AOE) AKA Technical Studies – CONSULTANT TASK

- a. Dependent on A3M meeting

- b. Air & noise
- c. Cultural Resource AOE (CR106 AOE) – history and archaeology
 - 1. OES review cycle
 - 2. SHPO review cycle
- d. Ecology (ERSR AOER)
 - 1. OES review cycle
 - 2. Agency (could be FHWA or USFWS) review cycle

25. Fall 2025 - Lighting – CONSULTANT TASK

- a. Lighting indicated within TIP Application
- b. Contracting & NTP with GDOT prequalified lighting sub-consultant
- c. Plans to Atlas/GDOT OPD
- d. GDOT lighting group review cycle
- e. Local Government Lighting Agreement (LGLA) for facilities within state ROW

26. Winter 2025 - Preliminary Field Plan Review (PFPR)– CONSULTANT TASK

- a. Dependent on:
 - 1. AOE's agency concurrences
 - 2. OES NEPA Lead's approval to hold
 - 3. All the above activities
- b. PFPR package to Atlas/GDOT OPD
- c. PFPR package to Office of Engineering Services (Eng Services)
- d. PFPR inspection held – approximately 5-weeks to after Eng Services receipt of PFPR package
- e. Eng Services issues comments
- f. Consultant provides responses to comments – 4 weeks
- g. Eng Services review cycle – typically a few business days
- h. Distribution of approved responses to comments

27. Early 2026 - NEPA document – CONSULTANT TASK

- a. Dependent on all the above activities
- b. Level of document likely a PCE
- c. OES NEPA review cycle
- d. CEs have a FHWA review cycle

28. Spring 2026 - Location and Design (L&D) – GDOT & ALPHARETTA TASK

- a. Dependent on NEPA approval
- b. Consultant prepares
- c. Alpharetta /consultant review cycle
- d. Sent to Atlas/GDOT Office of Program Delivery (OPD)
- e. OPD sends to Office of Design Policy and Support (ODPS)
- f. ODPS Review cycle
- g. Community publication of approved L&D
- h. 4-week advertisement cycle
- i. Proof of advertisement saved to project records

FY 2027 begins July 1st, 2026

29. Spring/Summer 2026 - ROW authorization – GDOT & CONSULTANT TASK

- a. An easement is a parcel acquisition (14 permanent easements indicated in TIP Application)
- b. Specialty consultants
 - 1. Procurement process
 - 2. Detailed Cost Estimator & Specialty valuation consultant

3. Attorney for Preliminary Title Certificates (PTCs)
4. Acquisition Agent - can't be same person who does the valuations; can be the same company
5. Attorney for closing
- c. ROW plans
 1. Dependent on L&D advertisement
 2. Sent to Atlas/GDOT Office of Program Delivery (OPD)
 3. GDOT ROW Office review cycle process
- d. Temporary easement waiver letter
 1. Low number of parcels a waiver can be requested; template exists
 2. Sent to Atlas/GDOT Office of Program Delivery (OPD)
 3. GDOT ROW Office review cycle process
- e. ROW Detailed Cost Estimate (DCE)
 1. Dependent on:
 - I. ROW plan information
 - II. NTP to preparer
 2. DCE prepared
 3. DCE submitted to District Local Government Coordinator (DLGC)
 4. DLGC review cycle
 5. DCE approved with an expiration date of usually 90 days
 6. Can make first offer package to owner from an approved DCE in some cases
- f. Federal ROW funding process
 1. Dependent on DCE
 2. GDOT's 1625 form
 - I. GDOT Office of Program Delivery (OPD) submits to GDOT accounting
 - II. 1625 includes the dollar amounts from the DCE
 - III. GDOT signatures
 - IV. FHWA signatures
 - V. GDOT accounting Project Financial Report (PFR) updated
 - VI. Typically, takes 30 days to complete a cycle
- g. ROW agreement
 1. Dependent on 1625's federal authorization
 2. Does the Community have legal review cycle?
 3. Does the Community have legislative action requirements?
 4. GDOT DocuSign for signature process
- h. GDOT NTP to Acquire – dependent on all of the above

FY 2028 begins July 1st, 2027

30. Fall 2026 – Fall 2027 - ROW Acquisition & Certification – GDOT & CONSULTANT TASK

- a. 14 parcels indicated in TIP Application
- b. No displacements anticipated
- c. 14 parcels would be 12 months
- d. ROW duration & other information: <http://www.dot.ga.gov/PS/ROW>
- e. Dependent on:
 1. All the above activities
 2. Number of parcels and types of owners
- f. Time consuming “acquisition” entities include:
 1. Railroads
 2. Corporations

3. Intergovernmental Agreements (IGA)
- g. Acquisition agent needs:
 1. Approved ROW plans
 2. Approved DCE – has an expiration date
 3. Preliminary Title Certificates (PTCs)
 4. GDOT NTP
 5. Community NTP
 6. Property owner (PO) meeting or waiver of meeting
- h. First offer to property owner
 1. Dependent on all the above
 2. Must be completed within the DCE expiration date
 3. Sometimes the DLGC will extend the DCE
- i. Negotiations
 1. Repeated until terms are agreed upon
 2. Corporations can be lengthy
 3. Wills and probate can be lengthy
- j. Valuations, if needed
 1. Cost-to-Cure (CTC)
 2. Sign Estimator
 3. Trade Fixture Estimator (TFE)
 4. Timber Specialist
 5. Other specialty valuations exist
 6. Procurement
 7. Review cycle
- k. Condemnations
 1. Community process
 2. Lengthy as in over 6 months to a year
- l. Closings
- m. Files to DLGC
- n. Audit
- o. Certification

31. Fall 2027 - Winter 2027 – Environmental updates – CONSULTANT TASK

- I. Permitting – may need to start earlier than fall if a time consuming process
- II. Special Study updates
- III. Re-evaluation

32. Early 2028 - Final Field Plan Review (FFPR) – CONSULTANT TASK

- a. Dependent on all the above
- b. Community review of FFPR package
- c. FFPR package to OPD
- d. OPD review cycle
- e. Package to GDOT Engineering Services
- f. Meeting date – approximately 5-weeks to after Engineering Services receipt of FFPR package
- g. Engineering Services issues comments
- h. Consultant provides responses to comments – 2 weeks
- i. Engineering Services review cycle
- j. Distribution of approved responses to comments

33. Spring 2028 - GDOT certifications – GDOT & CONSULTANT TASK

FY 2029 begins July 1st, 2028

34. Summer 2028 - Plans Specifications & Estimate (PS&E) package – CONSULTANT TASK

35. Fall 2028 - Construction bid advertisement – ALPHARETTA TASK

April R. McKown

Project Manager

GDOT Office of Program Delivery



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

ENR #9 Top Environmental Management Firm

ENR #15 Top Construction Management Firm

ENR #47 Top Program Management Firm

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LCI Infrastructure Project Call - PE

Reference #	16339687
Status	Complete
Login Username	egraves
Login Email	egraves@alpharetta.ga.us
1-1) Select a unique identification number for this application. If seeking funds for an existing TIP/RTP project, please enter the ARCID here:	Alph-01
1-2) How will you share project GIS data with ARC?	Direct upload
1-3) Use button below to attach GIS data. Be sure to match the file name to the unique project identification number selected earlier for this proposal (e.g. CO-01.zip):	Alph-01_AlphaLink.gdb.zip (28 KB)
1-4) Project title:	North Point Alpha Link
1-5) Project termini:	Haynes Bridge Road and Northwinds Parkway to Encore Parkway and North Point Parkway

1-6a) Provide a brief project description:

The Alpha Loop is taking shape in the heart of Alpharetta, positioning this trail network to provide significant economic and community benefit to the City as well as the Metro Atlanta region. This pedestrian and bicycle trail is proving to be a catalyst for economic development, a signature quality-of-life amenity, and a step towards transportation equity by accommodating much-needed walking and biking infrastructure in our suburban community.

The North Point Alpha Link is a proposed multiuse trail connection for the Alpha Loop, joining the Alpha Loop to Encore Parkway as well as the Big Creek Greenway at the “Greenway Park” (at the corner of Encore Parkway and North Point Parkway), a park funded by the City of Alpharetta and North Fulton CID (currently under design). Eventually, the Alpha Link will be the critical connection point for bicyclists and pedestrians between Alpharetta’s Downtown district, Avalon, and the North Point Mall area. It also will connect to the Big Creek Greenway, a major regional trail and part of ARC’s Regional Trail Vision.

The Alpha Link will carry pedestrians and bicyclists through the GA 400 buffer, enhancing transportation options between the western and eastern parts of the City. This trail will add a strong pedestrian and bicycle component to the North Point district, which is largely starved for strong bicycle and pedestrian infrastructure. There have been several recent bicycle and pedestrian investments in this area of Alpharetta near the Big Creek Greenway and Encore Parkway, with more currently under design. The Alpha Link will leverage and reinforce these investments as well as the existing Encore Parkway improvements—a previous LCI funded project...

... (\$16 Million corridor enhancement and bridge replacement). The Alpha link will reinforce Encore Parkway, which is currently the only bicycle and pedestrian connection across GA 400.

1-6b) Provide a brief project need and purpose statement:

The Alpha Link will improve east-west connectivity in Alpharetta for bicyclists and pedestrians. The western side of Georgia 400 in the North Point district is largely office and residential uses, while the eastern side is mostly commercial. The City has historically been divided by the physical barrier that is GA 400, and most of the recent new development activity in Alpharetta has been west of GA 400. By bringing the Alpha Loop across GA 400, the proposed trail connection is a critical piece of revitalizing the east side of Alpharetta. In addition, the City of Alpharetta, through its comprehensive planning efforts, has identified the need to bring more green infrastructure, by way of linear greenspaces such as trails as well as through parks and recreation amenities, to the east side, and the Alpha Link will help the City advance those goals while also providing an important transportation link.

The Alpha Loop will be significant for internal trips within Alpharetta by linking Avalon to Downtown Alpharetta and the North Point Mall area. While the Alpha Link is the critical connection point for connecting these local trips, it will serve tremendous benefit for regional connectivity as well. By connecting existing regional trail systems (such as the Big Creek Greenway and future trails such as Path400) and existing and planned transit services (MARTA local bus service and BRT, respectively), the Alpha Loop will give the Alpharetta community the opportunity to strengthen connectivity and access to the wider Metro Atlanta region. The Alpha Link is the central piece of this opportunity, critical for transportation needs, long-term economic stability, and quality of life enhancements.

1-7) Please select the LCI study area this project is located in:

North Point

1-8) Select project sponsor:	Alpharetta
1-10) Sponsor project manager name and title:	Eric Graves, PE
1-11) Phone number	678-297-6220
1-12) Email address	egraves@alpharetta.ga.us
1-13) Is the project sponsor Local Administered Project (LAP) certified by GDOT?	Yes
1-15) If required, has the applicant submitting this project either maintained its Qualified Local Government (QLG) status in accordance with the Georgia Department of Community Affairs or is actively working towards reinstatement of QLG status?	Yes
1-16) Is a Community Improvement District (CID) or similar organization that is not eligible to administer federal aid projects acting as the implementation agent for this project?	No
1-21) Have consultant services already been procured for this project?	No
2-4a) All projects must originate from an adopted LCI Plan. Please provide a link to the relevant LCI Plan.	https://www.alpharetta.ga.us/docs/default-source/publications/planning-zoning/northpoint-activity-center/presentations-reports/north-point-lci-update-2018--2-19-18.pdf?sfvrsn=5fa4c1ab_10
2-4b) Please provide the page number from the aforementioned LCI study which references the LCI project recommendation:	47
2-4c) Please upload the adoption resolution for the LCI study referenced in question 2-4a.	Alph-01_AlphaLink_NorthPointLCIAdoptionResolution.pdf (69 KB)
2-4d) Please upload an updated Report of Accomplishments for the LCI study referenced in question 2-4a. A template form is available under 'Resources' here.	Alph-01_AlphaLink_LCI_Report_of_Accomplishments.xlsx (61 KB)
2-5) Select the primary project type of this proposal:	Multiuse Trail

2-6) If implemented, would this proposal best be described as an upgrade or reconstruction of an EXISTING bicycle, pedestrian or multiuse trail facility or construction of a NEW one?	New construction
3-1) What is the Annual Average Daily Traffic (AADT) on the nearest parallel roadway facility?	18000
3-2) Provide the year in which the above quoted AADT estimate originates from:	2018
3-4) Provide the posted speed limit on the parallel street:	40
3-5) How many amenities/destinations are within 1/2 mile of the proposed project?	6
3-6) Is the proposed facility situated within 2 miles of a major university or college?	Yes
3-7) Has the multiuse trail proposal undergone a detailed analysis of potential demand through a previous study?	Yes
3-8) Please upload a copy of the study. To upload multiple files, package them into a .ZIP archive and then upload:	Alpha-01_AlphaLink_NPAreaandAlphaLoopTrailReport_IIVh.pdf (76.45 MB)
3-9) What is the study-predicted total daily bicycle demand (in trips) for the proposed route?	350
3-10) What is the study-predicted total daily pedestrian demand (in trips) for the proposed route?	500
3-11) Use the text field below to document any additional project design elements of other modes being implemented as part of this proposal:	As a bicycle and pedestrian amenity that enables first- and last-mile connectivity, the Alpha Loop by way of the Alpha Link will provide local and regional connectivity to existing and planned MARTA bus service and GA 400 BRT.
3-12) Will the project incorporate one of the following FHWA Proven Safety Countermeasures or other safety measures? Select all which apply or "No" to continue:	• Crosswalks and crosswalk visibility enhancement • Path/street lighting • Traffic calming

3-13) Use the text field below to document any project elements that enhance safety within the proposed trail and at trail intersections with other facilities:

The project will include enhanced bike/ped markings at crossing locations and an off-road multi-use trail to provide a safety buffer for bicyclists and pedestrians.

3-56) Does the proposed project scope incorporate any environmental improvement components?

Yes

3-57) Use the text field below to document any environmental improvement components incorporated into the scope of this project:

The Alpha Link will leverage the GA 400 tree buffer to provide bicyclists and pedestrians views of significant lakes and undisturbed environmental resources. The design concept envisions enhanced native revegetation, and the project will reinforce the North Point Mall area's EcoDistrict brand and atmosphere that was identified in the North Point 2018 LCI Update.

3-60) Describe how the project has encouraged or will engage the full cross-section of community in decision-making. Identify the communities to be engaged and where in the project development process engagement has occurred or will occur:

For the preliminary engineering portion of this project, the City intends to conduct public meetings and open houses, social media and website outreach, and other activities encouraging input from a cross-section of the community. Outreach efforts will involve protected populations, bicycle and pedestrian advocacy organizations, North Point area businesses and employers, local and regional transportation agencies, nearby neighborhood associations and residents, and others. This engagement will take place during appropriate times of the PDP process and will build upon the foundations established for community outreach in several studies and plans.

The Alpha Link has been included in numerous recent studies that encouraged public participation from the Alpharetta community. Each of these studies have included robust public outreach that involved residents, businesses, property owners, key stakeholders, trail users, and bicycle/pedestrian enthusiasts and stakeholders. Outreach activities for these plans have included focus interviews, stakeholder committees, public meetings and open houses to gather feedback from residents; a social media outreach campaign; study area walking tours; presentations of the proposed trail design with opportunities for feedback; public hearings; website postings; and a tactical urbanism demonstration in the North Point Mall area featuring hot air balloons and affording participants a bird's-eye-view of the study area.

3-61) Populations protected under federal law include: older adults, youth, females, racial minorities, ethnic minorities, national origin, Limited English Proficiency (LEP), disability, and low-income. Describe any project benefits to protected classes. Also describe any negative externalities created by the project along with measures that will be taken to mitigate them:	The Alpha Link project will support the walkability of the community by providing an alternative method of transportation along GA 400. As a multimodal project, the Alpha Link will benefit several protected populations, particularly racial and ethnic minorities, low-income residents, older adults, youth, and people with disabilities. The primary beneficiaries of this improved connectivity are those who do not own cars or who cannot drive. There is often a correlation with lack of access to a car or inability to commute via car and those who are lower-income residents, racial minorities, and people with disabilities. Older adults also may benefit from improved multimodal connectivity as they may also have difficulty driving or may be apprehensive about driving in areas with high vehicular traffic counts. The area surrounding the proposed Alpha Link project includes several high-density residential areas, including two assisted living facilities and much of the city's multifamily and attached-housing products. The per capita income in the census tract surrounding the proposed project area is nearly \$10,000 less than that of Fulton County. Many of the people in the immediate vicinity of the project are lower-income residents and older adults. The Alpha Link will ensure ADA-compliance for this trail facility.
3-62) If available, upload any documentation related to outreach efforts for the impacted communities:	Alpha-01_AlphaLink_NPAreaandAlphaLoopTrail_VPM.pdf (5.91 MB)
4-2) Please list the alternatives considered for this project:	no build, street side sidewalk
4-3) What other existing projects will require coordination with this proposal?	North Point Streetscape, Big Creek Greenway access, and Encore Greenway Park
4-4) Is railroad involvement expected?	No
4-6) Are multiple jurisdictions involved in this project?	No

4-8) What level of NEPA analysis is this project expected to require?	Programatic Categorical Exclusion (PCE)
4-9) Does the project require Right-of-Way acquisition, including construction easements, from a potential historic or National Register listed property?	No
4-11) Is the project located in a National Register Historic District?	No
4-13) Do you anticipate disturbance of any archaeological resources?	No
4-15) Does the project require Right-of-Way acquisition, including construction easements, from a cemetery, park or recreation area?	No
4-17) Does the project require ROW acquisition or construction easement from a property containing underground storage tanks or other hazardous waste site?	No
4-19) Do you anticipate needing a Nationwide, Section 404, and/or other permits from the United States Army Corps of Engineers for this project?	No
4-20) Do you anticipate needing a Section 401 Water Quality Certification from the state for this project?	No
4-21) Will a stream buffer variance be required for this project?	No
4-22) Does this project require wetlands and/or stream mitigation?	No
4-23) Is this project adjacent to or otherwise hydrologically connected to an impaired waterbody?	No
4-24) Has any Endangered Species Act desktop analysis been conducted for this project?	No
4-26) Will project reduce or increase number of traffic lanes, requiring more advanced air quality and noise impact modeling?	No

4-28) List known utilities in the project area (e.g. communications, electricity, natural gas, water, petroleum product pipelines, etc.)	None
4-29) Describe any utility coordination conducted to date.	None
4-30) Does the proposed project require the relocation of any utility poles?	No
4-31) Does the proposed project require burying any above-ground utilities?	No
4-32) Do you plan to use federal funds for utility relocation?	No
4-33) Do you understand that federal funds do not permit sole sourcing for purchase and installation of lighting? In other words, you can't just hire GA Power, you must bid the work.	Yes

4-34) Describe any public outreach held to date for this project. This may include public meetings, meetings or discussions with stakeholders or affected property/business owners, social media and websites, open houses, outreach held during LCI planning process, or any other public outreach activities:	The Alpha Link has been included in numerous recent studies that encouraged public participation from the Alpharetta community and beyond, including the North Point 2018 LCI Update, North Fulton CTP, North Fulton CID Blueprint III, North Point Creative Placemaking Plan, and the North Point Area and Alpha Loop Trail Feasibility Study. Each of these studies have included robust public outreach that involved local residents, businesses, property owners, key stakeholders, trail users, and bicycle/pedestrian enthusiasts and stakeholders. Outreach activities for these plans have included focus interviews, stakeholder committees, public meetings and open houses to gather feedback from residents; a social media outreach campaign; study area walking tours; presentations of the proposed trail design with opportunities for residents to offer suggestions; public hearings; website postings; and a tactical urbanism demonstration in the North Point Mall area featuring hot air balloons and affording participants a bird's-eye-view of the study area.
4-35) Identify major stakeholders:	North Fulton CID; Greater North Fulton Chamber of Commerce; North Point Mall businesses, residential neighborhoods, and employers; Alpharetta Convention & Visitor's Bureau; Bike Alpharetta
4-36) Describe any organized opposition to the project (if any):	None
4-37) List additional public outreach anticipated for the project:	For the preliminary engineering portion of this project, the City intends to conduct public meetings and open houses, social media and website outreach, and other similar activities to continue to encourage input from the full cross-section of the community.
4-38) If constructed, would this project have any impact within the right of way of a GDOT-designated state route or interstate highway?	No

4-40) Describe the current typical section or existing condition for the project corridor or project site:	This is a new trail segment; currently undisturbed land
4-41) Provide the width of the current Right-of-Way in feet:	0
4-42) Describe the proposed typical section for the project corridor.	14- to 18-foot multiuse trail
4-43) Provide the width of the proposed Right-of-Way in feet:	40-foot tree-buffer along GA 400
4-44) What are the easement requirements for this project? Select all which apply:	Permanent
4-46) Number of permanent easements:	14
4-49) List the number of parcels within the project corridor/limits:	6
4-50) List the number of driveways to be removed within the project corridor/limits:	0
4-51) Will any private, off-street parking spaces require removal as a result of Right-of-Way acquisition?	No
4-53) Will this proposal require any displacements? Select all which apply or "no displacements anticipated":	No displacements anticipated
4-55) Do you understand that the federal Uniform Relocation Act requires that fair market value must be offered for all property acquisition, even for temporary easements?	Yes
4-56) Does the jurisdiction have a policy or practice against using condemnation as a last resort ROW acquisition tool?	No
4-57) Describe how the project meets logical termini criteria:	Project connects existing trail systems; Haynes Bridge Road and North Point Parkway are major arterials and are therefore logical termini.
4-58) Describe any changes to existing or new bridges, culverts, retaining walls or other major structures:	new boardwalk and/or bridges

4-59) Explain how this project complies with GDOT and ARC's Complete Streets policy

The Alpha Link project will support the walkability of the community by providing an alternative method of transportation along and across GA 400. Pedestrians and bicyclists will have a separated and safe thoroughfare, reducing potential conflicts with motorized vehicles without having to drive or travel along high-volume arterial roads. The Alpha Link also will connect existing trail networks, extending the range in which bicyclists and pedestrians can easily and safely travel.

The ultimate purpose of this project is to provide connectivity between activity centers in the eastern and western parts of the City for non-motorized forms of transportation. It will connect significant new development on the west side of GA 400 with a redeveloping commercial center east of GA 400. This trail connection will promote the use of multimodal transportation methods, encouraging the community to use options other than cars for shorter trips. The Alpha Link will also extend the reach of existing and planned MARTA bus service and BRT by offering first- and last-mile connectivity.

4-60) Select which exceptions to FHWA/AASHTO controlling criteria anticipated for this project:

Design Speed	No
Lane Width	No
Shoulder Width	No
Horizontal Alignment	No
Superelevation	No
Vertical Alignment	No
Grade	Undetermined
Stopping Sight Distance	No
Cross Slope	No
Vertical Clearance	No
Lateral Offset to Obstruction	No

Bridge Structural Capacity	No
----------------------------	----

4-61) Select which design variances to GDOT standard design criteria are anticipated for this project:

Access Control/Median Openings	Undetermined
Intersection Sight Distance	No
Intersection Skew Angle	No
Lateral Offset to Obstruction	No
Rumble Strips	No
Safety Edge	No
Median Usage	No
Roundabout Illumination Levels	No
Complete Streets	No
ADA & PROWAG	Undetermined
GDOT Construction Standards	No
GDOT Drainage Manual	No
GDOT Bridge and Structural Manual	No

4-62) Do you plan on "flexing" potential FHWA funding awarded through this TIP solicitation to the Federal Transit Administration (FTA) for the purposes of project delivery?

No

4-65) Complete the following budget table for a potential FY 2022 PE phase. Keep in mind that all federal amounts awarded through this solicitation have a 20 percent non-federal sourced matching requirement.

PE	
Federal Funds (80% max)	1000000
Non-Federal Funds (20% min)	250000
Total Cost for PE	1250000

4-66) For remaining project activities beyond PE, please provide an estimated fiscal year and total cost.

ROW	
Fiscal Year	2023

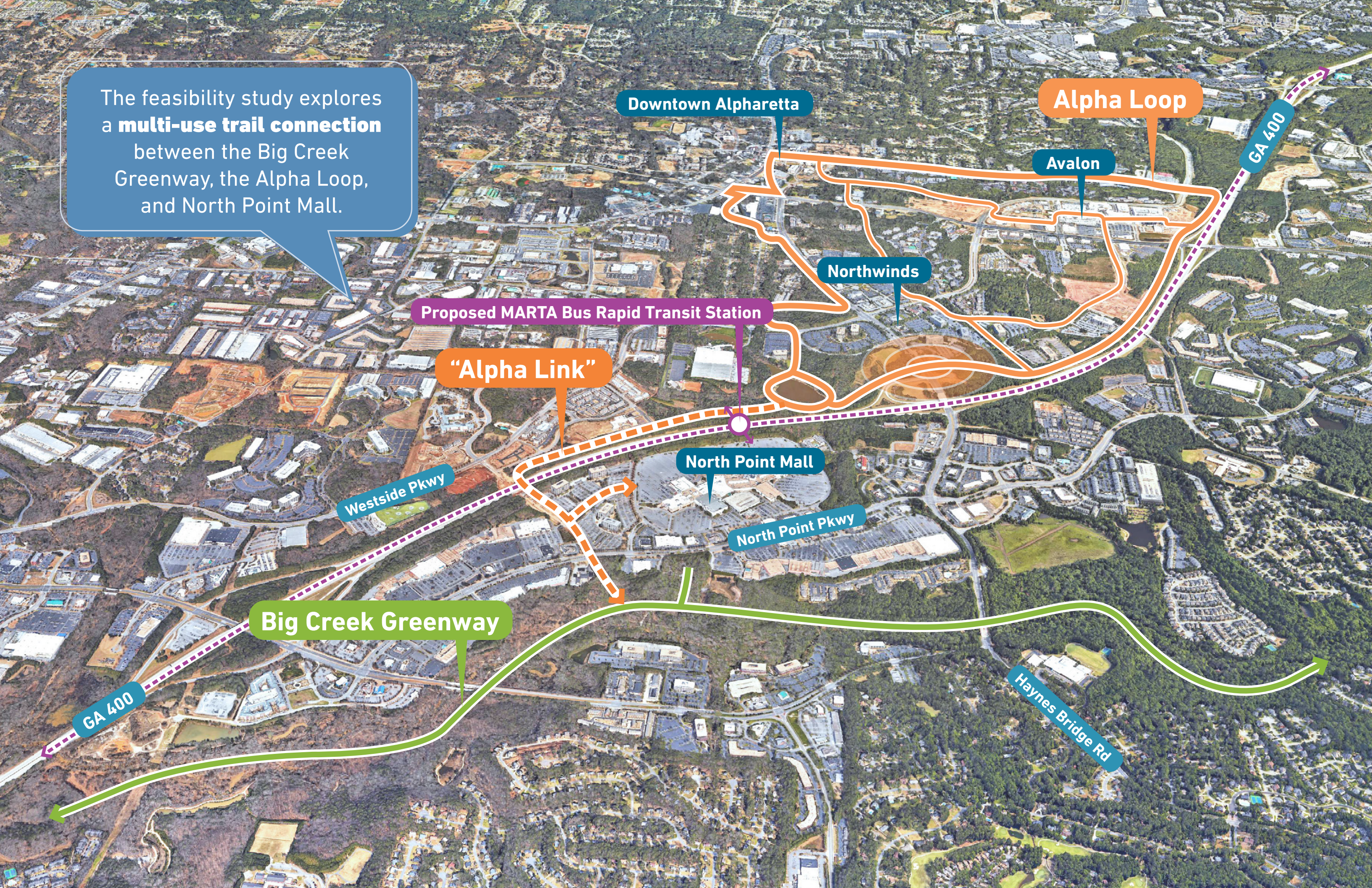
Total Cost	TBD based on alternate selected
UTL	
Fiscal Year	2024
Total Cost	TBD based on alternate selected
CST	
Fiscal Year	2025
Total Cost	TBD based on alternate selected
4-67) Please attach available design documents, including, but not limited to, typical section, concept layout, concept report. To upload multiple files, package them into a .ZIP archive and then upload. Be sure to match the file name to the unique project identification number selected earlier for this proposal (e.g. CO-01-Concept Visual.pdf):	Alph-01_AlphaLink_Concept.zip (2.87 MB)
4-68) Attach a proposed GDOT PDP milestone project schedule. To upload multiple files, package them into a .ZIP archive and then upload. Be sure to match the file name to the unique project identification number selected earlier for this proposal (e.g. CO-01-PDP Milestones.pdf):	Alph-01_AlphaLink_ProjectSchedule.pdf (97 KB)
4-69) Attach funding match commitment AND project sponsor support resolution documentation from the local governing body or bodies. This documentation provides assurances to the ARC Board that the proposed sponsor of the project is willing to fulfill all applicable financial and administrative requirements associated with delivering a federal aid transportation project. All project sponsor support documentation must be on official letterhead and signed by the chief elected official of the local government that is serving as the project sponsor. Be sure to match the file name to the unique project identification number selected earlier for this proposal (e.g. CO-01-Match Commitment.pdf). Documentation may be covered by one or multiple files. If sending multiple documents, package them into a single .ZIP archive file:	Alph-01_AlphaLink_Resolution.pdf (57 KB)

4-70) If available, attach letters of support from any agencies or entities impacted by this project. Be sure to match the file name to the unique project identification number selected earlier for this proposal (e.g. CO-01-Support Letter.pdf). If sending multiple documents, package them into a single .ZIP archive file:

[Alph-01_AlphaLink_Letters_of_Support.zip](#)
(17.10 MB)

Last Update	2021-08-27 18:03:53
Start Time	2021-08-27 18:03:28
Finish Time	2021-08-27 18:03:53
IP	24.126.178.88
Browser	Chrome
Device	Desktop
Referrer	https://fs19.formsite.com/res/formLoginReturn

The feasibility study explores a **multi-use trail connection** between the Big Creek Greenway, the Alpha Loop, and North Point Mall.





STAFF REPORT

Submitting Department: Public Works

Submitted By: Pam Bush

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: WINDWARD PARKWAY PEDESTRIAN BRIDGES AND DRAINAGE ISSUE, RFQ 22-1006

II. RECOMMENDATION:

Please award RFQ 22-1006 to Moffatt & Nichol (M&N) in an amount not to exceed \$449,624.00 for performing design services of the Windward Parkway Pedestrian Bridges and Drainage Issue and approve Atkins North America, Inc.'s proposal for program management and plan review services in an amount not to exceed \$157,500.00, 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: \$607,124 for the design services phase;
leaving \$3.4 million for subsequent phases (e.g. construction).

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Windward Parkway Pedestrian Bridges (TSPLOST 2; 33641100-541410-C2226)	\$607,124

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The award of this project is for design services associated with the following two projects:

1) Four pedestrian bridges along Windward Parkway over Big Creek and its tributary. This is one of the TSPLOST II, Tier 1 projects.

2) Addressing a drainage issue at 6301 and 6303 Windward Parkway. The area of concern involves an inlet pipe that is located between the two properties and creates drainage issues.

A scoping document was prepared by the Public Works Department and a request for qualifications was issued on April 28, 2022. A total of six submissions were received on May 26, 2022. Staff evaluated and scored the qualifications based on the design team's: experience (40%), example projects and references (20%), and project understanding and approach (40%). The final scoring of the six proposals was:

- Moffatt & Nichol (87.00)
- Heath & Lineback Engineers, Inc. (83.50)
- Clark Patterson Lee (77.00)
- Atlas Technical Consultants, LLS (77.00)
- Pond & Company (69.5)
- AECOM Technical Services, Inc. (58.00)

Moffatt & Nichol is an experienced design firm that has worked on several projects with similar elements in

Georgia, including the Gateway Trail Pedestrian Bridge over SR 54 project for Peachtree City, the South Lumpkin Multi-Use Trail in Columbus, GA, and the Demorest Pedestrian Bridge over SR 385 on the campus of Piedmont College in Habersham County.

Staff met with the design team on June 9, 2022 and July 5, 2022 and reviewed the project scope, proposed cost estimate, and design schedule by Moffatt & Nichol. Staff found the proposed schedule and estimated cost acceptable.

Once a contract with Moffatt & Nichol has been finalized and executed, design may begin immediately. The anticipated completion date for designing the pedestrian bridges is 18 months from notice to proceed and 15 months for the drainage issue.

Staff received a cost proposal from ATKINS for this project management and design plan review.

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:

RFQ_22-1006_Moffatt and Nichol's Proposal, RFQ 22-1006 Bridge Location Exhibit, ATKINS_Windward Ped Bridges PM_City of Alpharetta_071122

June 16, 2022

Mr. Arash Moradkhani, PE
Transportation Engineering Manager
1790 Hembree Road
Alpharetta, GA 30009

**re: Windward Pedestrian Bridges and Drainage Issue
Scope of Services and Engineering Budget Proposal
RFQ 22-1006**

Dear Arash,

Moffatt & Nichol is pleased to provide our proposed Scope of Services, Work Schedule, and Fee Proposal for providing professional engineering services to the City of Alpharetta on the Windward Parkway Pedestrian Bridges project and on the Windward Parkway Drainage Issue.

A. Scope of Services for Windward Pedestrian Bridges:

1. Provide Environmental Documentation and Required Studies:
 - i. Delineating the extent of federal jurisdictional waters/wetlands (US Army Corps of Engineers 404 permitting is not anticipated)
 - ii. Provide Stream Buffer Variance (if needed)
2. Provide Sidewalk and Pedestrian Bridge Design Services:
 - i. Review topographic survey and SUE Level B information provided by the city.
 - ii. Provide Concept Design including Conceptual layout, concept level hydrology and hydraulics analysis for the stream crossings, and coordination with prefabricated bridge vendors on bridge sizing, installation requirements and costs.
 - iii. Provide utility submission plans, including all plan sets needed for distribution to utility owners for potential utility relocations.
 - iv. Complete Bridge Foundation Recommendations at each crossing including subsurface drilling, laboratory testing, report preparation, and substantiating analyses.
 - v. Prepare and submit Preliminary Sidewalk Construction Plans that include: Preliminary Bridge Layouts and Bridge Hydraulic & Hydrologic Studies at each crossing.
 - vi. Prepare Final Construction Plans with bid documents including prefabricated bridge layouts and design data for bidders, bridge abutment and foundation details, and sidewalk, erosion control and staging plans.
 - vii. Prepare Drainage Design for pedestrian bridges.
 - viii. Prepare an Opinion of Probable Construction Cost (OPCC) at 30% (Concept), 50% (Preliminary) and 100% (Final) Plan Submittal.

- ix. Complete Quality Assurance and Quality Control Reviews.
- 3. Provide Right-of-Way Plans:
 - i. Prepare Right of Way Plans.
 - ii. Right-of-Way revisions during acquisition.
 - iii. ROW and easement staking (assume one [1] time).
- 4. Construction Services:
 - i. Assist the city with construction bid reviews.
 - ii. Responses to Contractor's Request for Information (RFI):
 - a. Provide information for up to six (6) RFIs as requested by City.
 - b. Perform up to three (3) site visits as requested by City.
 - iii. Use on construction plan revisions as needed:
 - a. Minor Plan Revisions based on Contractor RFI for Use on Construction.
 - b. Provide As-Built Foundation Information sheet revision as requested by City.
 - iv. Shop Drawing Reviews:
 - a. Prefabricated steel truss bridge design calculations and plans (2 designs).
 - b. Steel railing, including calculations, as necessary.
 - c. Miscellaneous concrete and reinforcing steel submittals, as necessary.
- 5. Available Information: The City of Alpharetta shall provide the following:
 - i. Topographical Field Survey.
 - ii. Level B Subsurface Utility Engineering (SUE).
 - iii. ROW Acquisition Services.
 - iv. FEMA data for the hydrologic and hydraulic modeling.

B. Scope of Services for Windward Parkway Drainage Issue:

- 1. Provide Environmental Documentation and Required Studies:
 - i. Delineating the extent of federal jurisdictional waters/wetlands (US Army Corps of Engineers 404 permitting is not anticipated).
- 2. Provide Drainage Improvement Design Services:
 - i. Provide additional topographic ground run survey needed for design of drainage improvements.
 - ii. Provide Concept Design including concept level drainage design.
 - iii. Provide utility submission plans, including all plan sets needed for distribution to utility owners.
 - iv. Prepare and submit Preliminary Construction Plans.

- v. Prepare Final Construction Plans with bid documents that include drainage conveyance system, erosion control plans, and specifications.
 - vi. Prepare an Opinion of Probable Construction Cost (OPCC) at 30% (Concept), 50% (Preliminary) and 100% (Final) Plan Submittal.
 - vii. Complete Quality Assurance and Quality Control Reviews.
3. Provide Right-of-Way Plans:
- i. Prepare Right of Way Plans (if needed).
 - ii. Right-of-Way revisions during acquisition (if needed).
 - iii. ROW and easement staking (assume one [1] time).
4. Construction Services:
- i. Responses to Contractors Request for Information (RFI):
 - a. Provide information for up to four (4) RFIs as requested by City.
 - b. Perform up to two (2) site visits as requested by City.
 - ii. Use on construction revisions as needed:
 - a. Minor Plan Revisions based on Contractor RFI for Use on Construction.
5. Available Information: The City of Alpharetta shall provide the following:
- i. ROW Acquisition Services.
 - ii. Lidar and GIS data to support the hydrologic/hydraulic and storm conveyance modeling.
 - iii. MS-4 conveyance system (Subdivision and City) for the drainage improvement design.

C. Work Schedule:

Moffatt & Nichol will start the design and coordination upon receipt of Notice to Proceed which shall provide an effective date for the start of consultant services. The Scope of Work is anticipated to be completed in 18 months from Notice to Proceed as indicated in the attached Work Schedule.

D. Compensation:

Moffatt & Nichol proposes a lump sum budget for the Professional Services as follows:

1. Windward Parkway Pedestrian Bridges:	
Environmental Documentation	\$7,293
Pedestrian Bridge Design Services	\$246,112
Geotechnical Services	\$79,570
Right of Way Plans	\$12,490
Construction Services	\$20,701
Total Engineering Budget for Windward Parkway Pedestrian Bridges:	\$366,166

2. Windward Parkway Drainage Issue:

Environmental Documentation	\$1607
Topographical Survey	\$27,103
Drainage Design	\$44,811
Right of Way Plans	\$2,148
Construction Services	\$7,789
Total Engineering Budget for Windward Parkway Drainage Issue:	\$83,458

We appreciate this opportunity to partner with the City of Alpharetta and trust you will find that Moffatt & Nichol is a true partner that will serve with a focus on the City's best interests. We look forward to working with you and your staff. Please let me know if you need any additional information.

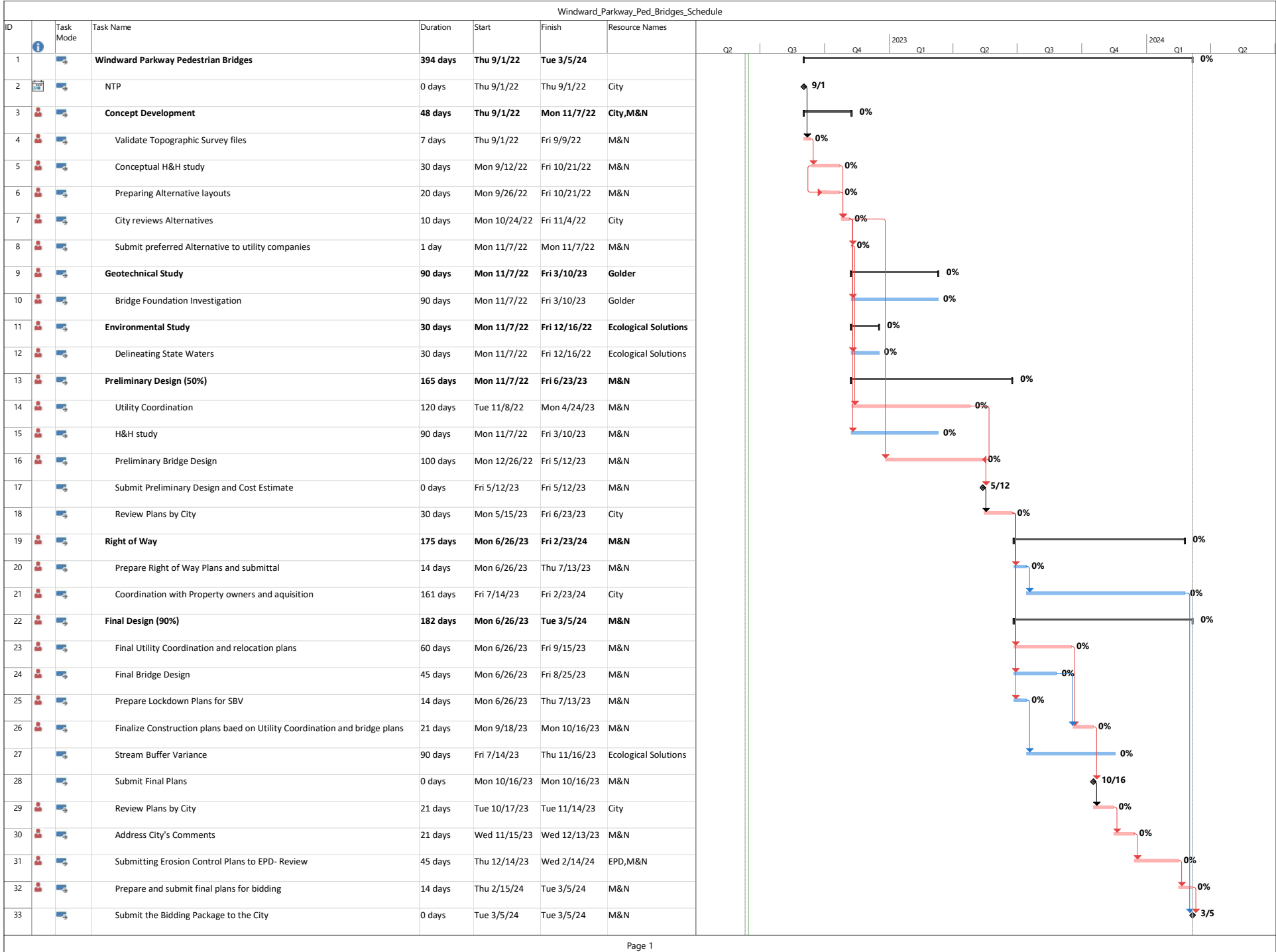
Sincerely,

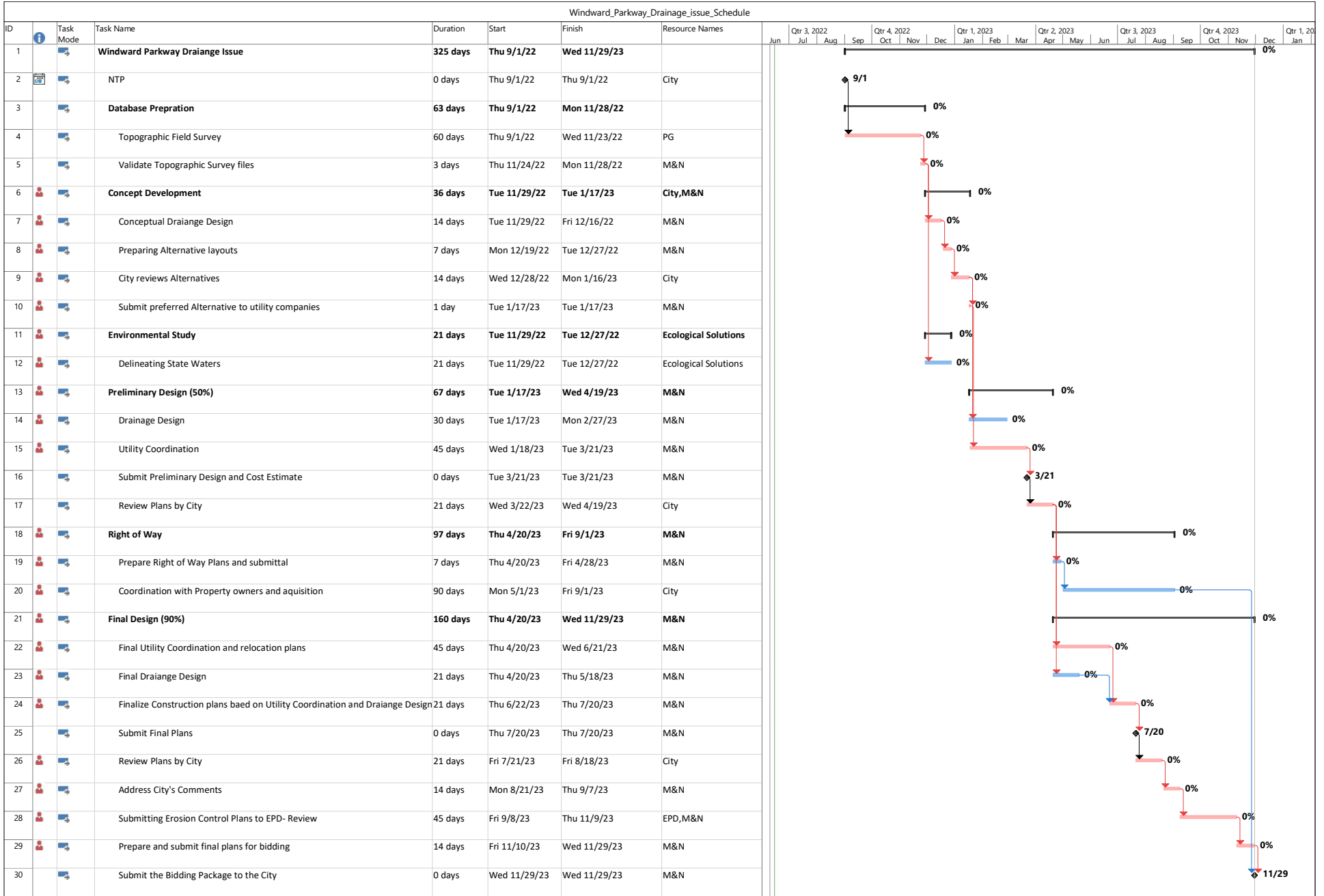
MOFFATT & NICHOL



Fahim Attar, PE,
Project Manager

enclosure: (1) Work Schedule
(2) Detailed Fee Proposal





City of Alpharetta Transportation Engineering Department
 Scope of Services, Fee Schedule, and Project Engineering Cost Estimate
 Project No:RFQ 22-1006
 Date: 6/16/2022
 Description: Windward Pedestrian Bridges
 Fee Type: Lump Sum

Windward Parkway Pedestrian Bridges



Item No.	Item Description	Total Cost	Total Subs	Labor cost	Total Hours	Moffatt & Nichol										Subconsultants			
						Principal	Project Manager	Senior Transp. Engineer	Transp. Engineer	Transp. Technician	Senior Bridge Engineer	Bridge Technician	Senior H&H Engineer	H&H Technician	Clerical	Survey	Environmental	Geotechnical	Contractor Cost Estimate
						\$ 293.22	\$ 216.72	\$ 190.74	\$ 169.77	\$ 112.44	\$ 267.03	\$ 133.86	\$ 215.73	\$ 113.97	\$ 108.78				
	TOTAL	\$366,166	\$91,200	\$274,966	1648	\$ 1,173	\$ 16,037	\$ 20,028	\$ 55,515	\$ 23,388	\$ 54,474	\$ 35,874	\$ 33,654	\$ 33,735	\$ 1,088	\$ 5,000	\$ 5,200	\$ 77,000	\$ 2,000
1	Concept Development	\$35,643	\$0	\$35,643	180	\$ 586	\$ 3,468	\$ 3,052	\$ 7,470	\$ -	\$ 12,817	\$ 3,213	\$ 3,452	\$ 1,368	\$ 218			\$ -	
2	Database Preparation	\$3,443	\$0	\$3,443	18		\$ 433		\$ 1,358	\$ 900	\$ 534				\$ 218			\$ -	
3	Geotechnical	\$79,570	\$77,000	\$2,570	10		\$ 433				\$ 2,136							\$ 77,000	
4	Environmental Document	\$7,293	\$5,200	\$2,093	12		\$ 433	\$ 763	\$ 679						\$ 218		\$ 5,200		
5	Hydraulic & Hydrologic Studies	\$63,638	\$0	\$63,638	428						\$ 1,068		\$ 30,202	\$ 32,367					
6	Preliminary Bridge Design	\$25,672	\$0	\$25,672	150						\$ 11,215	\$ 14,457							
7	Preliminary Plans (50%)	\$53,780	\$2,000	\$51,780	333	\$ 586	\$ 3,901	\$ 6,676	\$ 21,051	\$ 15,292	\$ 3,738	\$ 535							\$ 2,000
8	Right of Way Plans	\$12,490	\$5,000	\$7,490	42		\$ 867	\$ 2,670	\$ 3,735						\$ 218	\$ 5,000			
9	Final Plans (100%)	\$63,936	\$2,000	\$61,936	369		\$ 1,734	\$ 5,341	\$ 20,542	\$ 6,297	\$ 14,420	\$ 13,386			\$ 218				
10	Construction Services	\$20,701	\$0	\$20,701	106		\$ 4,768	\$ 1,526	\$ 679	\$ 900	\$ 8,545	\$ 4,284							

1	Concept Development	Assumptions / Notes	\$ -	\$35,643	180	2	16	16	44	0	48	24	16	12	2				
	Discipline Management - Coordination Meetings	2 external meetings , 2 teleconference meetings	\$ -	\$7,926	36	2	8	8			8		8		2				
	Information Gathering		\$ -	\$4,473	24		4	4			4		4	8					
	Conduct Site Visits	1 visit	\$ -	\$2,798	12		4				4		4						
	Conceptual Drainage Design	100% Urban Shoulder	\$ -	\$456	4									4					
	Prepare Concept Typical Sections	(Concept Level)	\$ -	\$679	4				4										
	Prepare Concept Cross Sections	(Concept Level)	\$ -	\$1,358	8				8										
	Prepare Concept Layouts	1 layout per site (2 total)	\$ -	\$6,997	44			16			4	24							
	Prepare Concept Construction Cost Estimate /Cost Comparison		\$ -	\$3,189	16			4	8		4								
	Contribute to Concept Right of Way Cost Estimate		\$ -	\$0	0														
	Early Coordination w/ Utility Companies		\$ -	\$1,358	8				8										
	Early Coordination w/Pre-Fab Bridge Vendor(s)	sizing/staging issues	\$ -	\$6,409	24						24								
2	Database Preparation	Assumptions	\$ -	\$3,443	18	0	2	0	8	8	2	0	0	0	2				
	Discipline Management - Coordination Meetings	1 teleconference meeting	\$ -	\$651	4		2								2				
	QC/Review of Survey Database		\$ -	\$1,213	6				4		2								
	QC/review of SUE Database			\$679					4										
	Enhance Topographic Database for Design		\$ -	\$900	8					8									
3	Geotechnical	Assumptions	\$ 77,000.00	\$2,570	10	0	2	0	0	0	8	0	0	0	0			\$ 77,000.00	
	Project Management & Coordination		\$ -	\$2,570	10		2				8							\$ -	
	Bridge Foundation Recommendations	2 bridge sites (4 bridges)	\$ 77,000.00	\$0	0													\$ 77,000.00	
4	Environmental Document	Assumptions	\$ 5,200.00	\$2,093	12	0	2	4	4	0	0	0	0	0	2		\$ 5,200.00		
	Discipline Management - Coordination Meetings	1 teleconference meeting	\$ -	\$1,754	10		2	4	2						2		\$ -		
	Environmental resources delineation		\$ 1,200.00	\$340	2				2								\$ 1,200.00		
	Stream Buffer Variance (if needed)		\$ 4,000.00	\$0	0												\$ 4,000.00		
				\$0															
5	Hydraulic & Hydrologic Studies	Assumptions	\$ -	\$63,638	428	0	0	0	0	0	4	0	140	284	0				
	Big Creek Crossing	FEMA Zone AE w/Reg. Floodway		\$34,949															
	Review FEMA Effective Data		\$ -	\$887	6								2	4					
	Review and Update Hydrology		\$ -	\$2,686	20								4	16					
	Prepare DEM (Duplicate Effective Model)		\$ -	\$4,461	32								8	24					
	Prepare CEM (Corrective Effective Model)		\$ -	\$4,461	32								8	24					
	Prepare PCM (Proposed Conditions Model)		\$ -	\$2,686	20								4	16					
	Evaluate PCM Scenarios with Floodway (One Structure Only)		\$ -	\$4,461	32								8	24					
	Evaluate Scour and Stream Stability		\$ -	\$3,118	22								6	16					
	Prepare No-Rise Report		\$ -	\$3,549	24								8	16					
	Address City's Comments		\$ -	\$2,182	12								8	4					
	Final Report		\$ -	\$1,775	12								4	8					
	Internal Quality Assurance Reviews		\$ -	\$4,682	25						2		15	8					

City of Alpharetta Transportation Engineering Department
 Scope of Services, Fee Schedule, and Project Engineering Cost Estimate
 Project No:RFQ 22-1006
 Date: 6/16/2022
 Description: Windward Pedestrian Bridges
 Fee Type: Lump Sum

Windward Parkway Pedestrian Bridges



Item No.	Item Description	Total Cost	Total Subs	Labor cost	Total Hours	Moffatt & Nichol										Subconsultants			
						Principal	Project Manager	Senior Transp. Engineer	Transp. Engineer	Transp. Technician	Senior Bridge Engineer	Bridge Technician	Senior H&H Engineer	H&H Technician	Clerical	Survey	Environmental	Geotechnical	Contractor Cost Estimate
						\$ 293.22	\$ 216.72	\$ 190.74	\$ 169.77	\$ 112.44	\$ 267.03	\$ 133.86	\$ 215.73	\$ 113.97	\$ 108.78				
	Big Creek Tributary Crossing	FEMA Zone X		\$28,689															
	Review FEMA Effective Data		\$ -	\$887	6									2	4				
	Review and Update Hydrology		\$ -	\$1,775	12									4	8				
	Prepare DEM (Duplicate Effective Model)		\$ -	\$3,549	24									8	16				
	Prepare CEM (Corrective Effective Model)		\$ -	\$3,549	24									8	16				
	Prepare PCM (Proposed Conditions Model)		\$ -	\$3,549	24									8	16				
	Evaluate PCM Scenarios with Floodway (One Structure Only)		\$ -	\$1,775	12									4	8				
	Evaluate Scour and Stream Stability		\$ -	\$1,775	12									4	8				
	Prepare No-Rise Report		\$ -	\$2,686	20									4	16				
	Address City's Comments		\$ -	\$2,686	20									4	16				
	Final Report		\$ -	\$1,775	12									4	8				
	Internal Quality Assurance Reviews		\$ -	\$4,682	25						2		15	8					
6	Preliminary Bridge Design	Assumptions	\$ -	\$25,672	150	0	0	0	0	0	42	108	0	0	0				
	Prepare Prelim Bridge Construction Staging Plan (Section 20)	2 bridge sites	\$ -	\$5,349	32						8	24							
	Prepare Retaining Wall Locations and Envelopes (if needed)		\$ -	\$2,140	14						2	12							
	Prepare Prelim Bridge Layout - Big Creek Crossing		\$ -	\$7,491	48						8	40							
	Prepare Prelim Bridge Layout - Big Creek Tributary Crossing		\$ -	\$6,420	40						8	32							
	Ongoing Coordination w/Pre-Fab Bridge Vendor(s)		\$ -	\$4,272	16						16								
7	Preliminary Plans (50%)	Assumptions	\$ 2,000.00	\$51,780	333	2	18	35	124	136	14	4	0	0	0				\$ 2,000.00
	Discipline Management - Coordination Meetings	5 external meetings , 5 teleconference meetings	\$ -	\$3,922	16	2	8				6								
	Preliminary Relocation Utility Team Meeting		\$ -	\$1,546	8		4		4										
	Prepare Existing Utility Plans from SUE Database		\$ -	\$679	4				4										
	Utility Coordination (beyond what is provided by the SUE)		\$ -	\$4,158	24			4	20										
	Prepare Preliminary Right of Way and Easements		\$ -	\$2,258	16				8	8									
	Contribute to Updated R/W Cost Estimate		\$ -	\$381	2			2											
	Prepare Signing and Marking Plans		\$ -	\$450	4					4									
	Prepare Prelim. Erosion, Sed. & Pollution Control Plans		\$ -	\$2,699	24					24									
	Prepare Preliminary Drainage Design, drainage area map	100% Urban Shoulder	\$ -	\$870	5			1	4										
	Prepare Typical Sections		\$ -	\$1,129	8				4	4									
	Prepare Plans, Profiles, etc.		\$ -	\$7,536	52			4	24	24									
	Prepare Cross-Sections		\$ -	\$1,740	10			2	8										
	Prepare Preliminary Staging Plans	for Structure assembly and erection	\$ -	\$3,164	18		2	4		8	4								
	Prepare Cover Sheet, Index, General Notes		\$ -	\$1,579	12				4	8									
	Prepare Prelim. Earthwork Qtys		\$ -	\$340	2				2										
	Prepare Preliminary Plans for Submittal to City		\$ -	\$4,524	28		2	4	8	8	2	4							
	Internal Quality Assurance Reviews		\$ -	\$0	0														
	External Peer Review- Contractor Cost Estimate		\$ 2,000.00	\$0	0														\$ 2,000.00
	Address City's Comments		\$ -	\$9,632	66		2	8	24	32									
	Prepare Detailed Construction Cost Estimate		\$ -	\$3,054	22			2	2	16	2								
	Prepare Draft Special Provisions (if needed)		\$ -	\$679	4				4										
	Prepare Special Construction Details (if needed)		\$ -	\$1,442	8			4	4										
8	Right of Way Plans	Assumptions	\$ 5,000.00	\$7,490	42	0	4	14	22	0	0	0	0	0	2	\$ 5,000.00			
	Discipline Management - Coordination Meetings	2 meetings	\$ -	\$1,084	6		4								2				
	Prepare Right-of-Way Plans		\$ -	\$1,740	10			2	8										
	R/W Plan Review Revisions		\$ -	\$1,061	6			2	4										
	Internal Quality Assurance Reviews		\$ -	\$381	2			2											
	Preparing Staking and Deed Data		\$ 5,000.00	\$340	2				2							\$ 5,000.00			
	Revisions during Acquisition	20% anticipated	\$ -	\$1,442	8			4	4										
	Prepare displays for Property Owners Meeting		\$ -	\$1,442	8			4	4										
9	Final Plans (100%)	Assumptions	\$ 2,000.00	\$61,936	369	0	8	28	121	56	54	100	0	0	2				\$ 2,000.00
	Discipline Management - Coordination Meetings	3 meetings	\$ -	\$2,153	10		4				4				2				
	Coordinate with Utility Companies for Relocations		\$ -	\$2,716	16				16										
	Finalize Utility Relocation Plans		\$ -	\$2,503	14			6	8										

City of Alpharetta Transportation Engineering Department
 Scope of Services, Fee Schedule, and Project Engineering Cost Estimate
 Project No:RFQ 22-1006
 Date: 6/16/2022
 Description: Windward Pedestrian Bridges
 Fee Type: Lump Sum

Windward Parkway Pedestrian Bridges



Item No.	Item Description	Total Cost	Total Subs	Labor cost	Total Hours	Moffatt & Nichol										Subconsultants			
						Principal	Project Manager	Senior Transp. Engineer	Transp. Engineer	Transp. Technician	Senior Bridge Engineer	Bridge Technician	Senior H&H Engineer	H&H Technician	Clerical	Survey	Environmental	Geotechnical	Contractor Cost Estimate
						\$ 293.22	\$ 216.72	\$ 190.74	\$ 169.77	\$ 112.44	\$ 267.03	\$ 133.86	\$ 215.73	\$ 113.97	\$ 108.78				
	Finalize Signing and Marking Plans		\$ -	\$340	2				2										
	Finalize Erosion, Sed. & Pol. Ctrl. Plans for Staged Constr.		\$ -	\$3,479	20			4	16										
	Finalize Drainage Design, Drainage Area Map		\$ -	\$340	2				2										
	Finalize Pre-Fab Bridge Details & Abutment Design- Big Creek	4 abutments	\$ -	\$9,627	56						16	40							
	Finalize Pre-Fab Bridge Details & Abutment Design- Big Creek Trib	4 abutments	\$ -	\$9,627	56						16	40							
	Finalize Retaining Wall Locations and Plans (if needed)	4 Walls	\$ -	\$3,745	24						4	20							
	Finalize Cover Sheet, Index, General Notes		\$ -	\$340	2				2										
	Finalize Typical Sections		\$ -	\$170	1				1										
	Finalize Plans, Profiles, etc.	Sidewalk/Bridge	\$ -	\$679	4				4										
	Finalize Staging Plans and Details		\$ -	\$1,735	12			2	4	6									
	Prepare Final Plans for Submittal to City		\$ -	\$2,639	18			2	8	8									
	Address / Implement City's Comments		\$ -	\$5,278	36			4	16	16									
	Finalize Detailed Construction Quantities, Cost Estimate		\$ -	\$1,740	10			2	8										
	External Peer Review- Contractor Cost Estimate		\$ 2,000.00	\$0	0														\$ 2,000.00
	Revise Construction Plans per R/W Acquisition Revisions		\$ -	\$564	4				2	2									
	Prepare Special Construction Details (if needed)		\$ -	\$340	2				2										
	Prepare Special Provisions (if needed)		\$ -	\$874	4				2		2								
	Internal Quality Assurance Reviews		\$ -	\$3,766	16		4	4			8								
	Prepare / Submit Final Plans		\$ -	\$3,410	20			4	4	8	4								
	Helping City to prepare final bid package and plans		\$ -	\$1,358	8				8										
	Revise Erosion Control Plans Based on EPD Comments	Assume One Revision	\$ -	\$4,515	32				16	16									
10	Construction Services	Assumptions	\$ -	\$20,701	106	0	22	8	4	8	32	32	0	0	0				
	Construction Bid Review		\$ -	\$3,870	16		8				8								
	Answer Design Inquiries after let/prior to construction		\$ -	\$2,265	10		2	4			4								
	Answer Design Questions during Construction		\$ -	\$2,265	10		2	4			4								
	Shop Drawing Reviews	trusses/calcs	\$ -	\$5,858	38				4	8	6	20							
	Revise Plans for Use-On Construction and/or Amendments		\$ -	\$2,674	16						4	12							
	Perform Site Visits	assume 2 visits	\$ -	\$2,903	12		6				6								
	Assist / Prepare 7-day inspection letter		\$ -	\$867	4		4												

City of Alpharetta Transportation Engineering Department
 Scope of Services, Fee Schedule, and Project Engineering Cost Estimate
 Project No:RFQ 22-1006
 Date: 6/16/2022
 Description: Windward Pedestrian Bridges
 Fee Type: Lump Sum

Windward Parkway Drainage issue- Fee Estimate



Item No.	Item Description	Total Cost	Total Subs	Labor cost	Total Hours	Moffatt & Nichol										Subconsultants		
						Principal	Project Manager	Senior Transp. Engineer	Transp. Engineer	Transp. Technician	Senior Bridge Engineer	Bridge Technician	Senior H&H Engineer	H&H Technician	Clerical	Survey	Environmental	Geotechnical
	TOTAL	\$ 83,458	\$ 26,200	\$ 57,258	350	\$ 293.22	\$ 216.72	\$ 190.74	\$ 169.77	\$ 112.44	\$ 267.03	\$ 133.86	\$ 215.73	\$ 113.97	\$ 108.78	\$ 25,000	\$ 1,200	\$ -
1	Concept Development	\$ 8,924	\$ -	\$ 8,924	52	\$ 586	\$ 867	\$ 381	\$ 1,358				\$ 3,452	\$ 2,279				
2	Database Preparation	\$ 27,103	\$ 25,000	\$ 2,103	12	\$ 867		\$ 1,019							\$ 218	\$ 25,000		
3	Environmental Document	\$ 1,607	\$ 1,200	\$ 407	2	\$ 217	\$ 191										\$ 1,200	
4	Preliminary Plans (50%)	\$ 21,296	\$ -	\$ 21,296	138	\$ 2,167	\$ 381	\$ 6,112	\$ 4,722				\$ 5,178	\$ 2,735				
5	Right of Way Plans	\$ 2,148	\$ -	\$ 2,148	14	\$ 433	\$ 191	\$ 849	\$ 675									
6	Final Plans (100%)	\$ 14,591	\$ -	\$ 14,591	92	\$ 433	\$ 2,289	\$ 5,433	\$ 2,024				\$ 2,589	\$ 1,824				
7	Construction Services	\$ 7,789	\$ -	\$ 7,789	40	\$ 2,601	\$ 1,144	\$ 340					\$ 3,020	\$ 684				
1	Concept Development	Assumptions	\$ -	\$ 8,924	52	2	4	2	8	0	0	0	16	20	0	\$ -	\$ -	\$ -
	Discipline Management - Coordination Meetings	2 external meetings , 2 teleconference meetings	\$ -	\$ 2,316	10	2	4						4			\$ -	\$ -	\$ -
	Information Gathering		\$ -	\$ 837	6			2						4		\$ -	\$ -	\$ -
	Conduct Site Visits	1 visit	\$ -	\$ 863	4								4			\$ -	\$ -	\$ -
	Conceptual Drainage Design	100% Urban Shoulder	\$ -	\$ 3,549	24								8	16		\$ -	\$ -	\$ -
	Prepare Concept Layout	2 layouts/Alternative	\$ -	\$ 679	4				4							\$ -	\$ -	\$ -
	Prepare Concept Construction Cost Estimate		\$ -	\$ 679	4				4							\$ -	\$ -	\$ -
2	Database Preparation	Assumptions	\$ 25,000	\$ 2,103	12	0	4	0	6	0	0	0	0	0	2	\$ 25,000.00	\$ -	\$ -
	Discipline Management - Coordination Meetings	1 teleconference meeting	\$ -	\$ 433	2		2									\$ -	\$ -	\$ -
	Survey Notification Letter Coordination		\$ -	\$ 651	4		2								2	\$ -	\$ -	\$ -
	Topographical Field Survey		\$ 25,000	\$ -	0											\$ 25,000.00	\$ -	\$ -
	QC of Survey Database		\$ -	\$ 340	2				2							\$ -	\$ -	\$ -
	Enhance Topographic Database for Design		\$ -	\$ 679	4				4							\$ -	\$ -	\$ -
3	Environmental Document	Assumptions	\$ 1,200	\$ 407	2	0	1	1	0	0	0	0	0	0	0	\$ -	\$ 1,200.00	\$ -
	Discipline Management - Coordination Meetings	1 teleconference meeting	\$ -	\$ 217	1		1									\$ -	\$ -	\$ -
	Environmental resources delineation		\$ 1,200	\$ 191	1			1								\$ -	\$ 1,200.00	\$ -
	Stream Buffer Variance (if needed)		\$ -	\$ -	0											\$ -	\$ -	\$ -
4	Preliminary Plans (50%)	Assumptions	\$ -	\$ 21,296	138	0	10	2	36	42	0	0	24	24	0	\$ -	\$ -	\$ -
	Discipline Management - Coordination Meetings	2 external meetings , 2 teleconference meetings	\$ -	\$ 1,730	8		4						4			\$ -	\$ -	\$ -
	Preliminary Relocation Utility Team Meeting		\$ -	\$ 773	4		2									\$ -	\$ -	\$ -
	Prepare Existing Utility Plans		\$ -	\$ 1,120	8				4	4						\$ -	\$ -	\$ -
	Utility Coordination		\$ -	\$ 1,808	12				8	4						\$ -	\$ -	\$ -
	Prepare Preliminary Right of Way and Easements		\$ -	\$ 564	4				2	2						\$ -	\$ -	\$ -
	Contribute to prepare R/W Cost Estimate		\$ -	\$ 381	2			2								\$ -	\$ -	\$ -
	Prepare Prelim. Erosion, Sed. & Pollution Control Plans		\$ -	\$ 1,579	12				4	8						\$ -	\$ -	\$ -
	Prepare Preliminary Drainage Design, drainage area map	100% Urban Shoulder	\$ -	\$ 4,228	28								8	16		\$ -	\$ -	\$ -
	Prepare Plans, Drainage Profiles, etc.		\$ -	\$ 2,258	16				8	8						\$ -	\$ -	\$ -
	Prepare Cover Sheet, Index, General Notes		\$ -	\$ 340	2				2							\$ -	\$ -	\$ -
	Prepare Preliminary Plans for Submittal to City		\$ -	\$ 1,689	14				2	12						\$ -	\$ -	\$ -
	Internal Quality Assurance Reviews		\$ -	\$ 1,730	8		4						4			\$ -	\$ -	\$ -
	Address City's Comments		\$ -	\$ 2,638	16								8	8		\$ -	\$ -	\$ -
	Prepare Detailed Construction Cost Estimate		\$ -	\$ 450	4					4						\$ -	\$ -	\$ -
5	Right of Way Plans	Assumptions	\$ -	\$ 2,148	14	0	2	1	5	6	0	0	0	0	0	\$ -	\$ -	\$ -
	Discipline Management - Coordination Meetings	2 meetings	\$ -	\$ 433	2		2									\$ -	\$ -	\$ -
	Prepare Right-of-Way Plans		\$ -	\$ 789	6				2	4						\$ -	\$ -	\$ -
	R/W Plan Review Revisions		\$ -	\$ 395	3				1	2						\$ -	\$ -	\$ -
	Internal Quality Assurance Reviews		\$ -	\$ 191	1			1								\$ -	\$ -	\$ -
	Preparing Staking and Deed Data		\$ -	\$ 170	1				1							\$ -	\$ -	\$ -
	Revisions during Acquisition	20% anticipated	\$ -	\$ 170	1				1							\$ -	\$ -	\$ -
6	Final Plans (100%)	Assumptions	\$ -	\$ 14,591	92	0	2	12	32	18	0	0	12	16	0	\$ -	\$ -	\$ -
	Discipline Management - Coordination Meetings	3 meetings	\$ -	\$ 433	2		2									\$ -	\$ -	\$ -
	Coordinate with Utility Companies for Relocations		\$ -	\$ 679	4				4							\$ -	\$ -	\$ -

City of Alpharetta Transportation Engineering Department
 Scope of Services, Fee Schedule, and Project Engineering Cost Estimate
 Project No:RFQ 22-1006
 Date: 6/16/2022
 Description: Windward Pedestrian Bridges
 Fee Type: Lump Sum

Windward Parkway Drainage issue- Fee Estimate



Item No.	Item Description	Total Cost	Total Subs	Labor cost	Total Hours	Moffatt & Nichol										Subconsultants		
						Principal	Project Manager	Senior Transp. Engineer	Transp. Engineer	Transp. Technician	Senior Bridge Engineer	Bridge Technician	Senior H&H Engineer	H&H Technician	Clerical	Survey	Environmental	Geotechnical
						\$ 293.22	\$ 216.72	\$ 190.74	\$ 169.77	\$ 112.44	\$ 267.03	\$ 133.86	\$ 215.73	\$ 113.97	\$ 108.78			
	Finalize Utility Relocation Plans		\$ -	\$ 679	4				4							\$ -	\$ -	\$ -
	Finalize Erosion, Sed. & Pol. Ctrl. Plans for Staged Constr.		\$ -	\$ 679	4				4							\$ -	\$ -	\$ -
	Finalize Drainage Design, Drainage Area Map		\$ -	\$ 1,775	12								4	8		\$ -	\$ -	\$ -
	Finalize Cover Sheet, Index, General Notes		\$ -	\$ 340	2				2							\$ -	\$ -	\$ -
	Finalize Plans, Drainage Profiles, etc.		\$ -	\$ 1,129	8				4	4						\$ -	\$ -	\$ -
	Prepare Final Plans for Submittal to City		\$ -	\$ 1,948	12			2	4				2	4		\$ -	\$ -	\$ -
	Address / Implement City's Comments		\$ -	\$ 1,658	10				2				4	4		\$ -	\$ -	\$ -
	Finalize Detailed Construction Quantities, Cost Estimate		\$ -	\$ 831	6			2		4						\$ -	\$ -	\$ -
	Internal Quality Assurance Reviews		\$ -	\$ 763	4			4								\$ -	\$ -	\$ -
	Prepare / Submit Final Plans		\$ -	\$ 1,717	10			2	4	2			2			\$ -	\$ -	\$ -
	Helping City to prepare final bid package and plans		\$ -	\$ 1,061	6			2	4							\$ -	\$ -	\$ -
	Revise Erosion Control Plans Based on EPD Comments	Assume One Revision	\$ -	\$ 900	8					8						\$ -	\$ -	\$ -
7	Construction Services	Assumptions	\$ -	\$ 7,789	40	0	12	6	2	0	0	0	14	6	0	\$ -	\$ -	\$ -
	Answer Design Inquiries after let/prior to construction		\$ -	\$ 2,134	12		2	2					4	4		\$ -	\$ -	\$ -
	Answer Design Questions during Construction		\$ -	\$ 1,730	8		4						4			\$ -	\$ -	\$ -
	Revise Plans for Use-On Construction and/or Amendments		\$ -	\$ 567	4				2					2		\$ -	\$ -	\$ -
	Perform Site Visits	Assume 2 visits	\$ -	\$ 2,595	12		6						6			\$ -	\$ -	\$ -
	Assist / Prepare 7-day inspection letter		\$ -	\$ 763	4			4								\$ -	\$ -	\$ -

Windward Pkwy Pedestrian Bridge Locations





Member of the SNC-Lavalin Group

Cost Proposal - By Task

Windward Ped Bridges and Drainage Design

City of Alpharetta

COA 22-1002

Submittal Date: Jul-11-2022

Task ID	Description	Price
01	Program Management including consultant oversight	28,685.82
02	Plan Reviews (Ped Bridges)	75,688.47
03	Plan Reviews (Drainage Issues)	32,449.83
04	Meetings with City (including monthly consultant status meetings)	20,675.88
Total Extended Price		\$157,500.00



STAFF REPORT

Submitting Department: Legal

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: RIGHT TO ENTER AGREEMENT BETWEEN ALPHARETTA FAMILY SKATE CENTER, LLC AND THE CITY OF ALPHARETTA, GEORGIA

II. RECOMMENDATION:

Approve the Right to Enter Agreement between Alpharetta Family Skate Center, LLC and the City of Alpharetta, Georgia and authorize the Mayor to execute all necessary documents.

III. REPORT IN BRIEF:

Alpharetta Family Skate Center ("AFSC") is the owner of fee simple title to land located at 10800 Davis Drive, Alpharetta, Georgia, (Tax Parcel Number 12-2490-0606-030-3) lying and being in Land Lots 606, 607, 638 and 639 of the 1st District, 2nd Section, Fulton County, Georgia, also known as "The Cooler" property.

This parcel of land has a portion that is necessary for the Davis Drive Extension and Multimodal Improvements project (Mansell Road to Westside Parkway) (the "Project"). The City has been in communication with the property owner's counsel in order to close on this parcel for the past few weeks. However, because of a lender issue, it appears that the City will be unable to close on this parcel anytime soon. Additionally, the Contract for the Project is ready to begin work.

This Right to Enter Agreement will allow AFSC to grant the City of Alpharetta (or its authorized agents) the right to enter upon that property located at 10800 Davis Drive, Alpharetta, Georgia, in connection with the Davis Drive Extension and Multimodal Improvements (Mansell Road to Westside Parkway) (the "Project") for the purpose of demolition work, removal of trees, and/or installation of erosion controls, as depicted in plans attached as Exhibit "A".

IV. ALTERNATIVES:

V. ATTACHMENTS:

Right to Enter Agreement - Cooler Property, Exhibit A

RIGHT TO ENTER AGREEMENT

This **RIGHT TO ENTER AGREEMENT** (“**Agreement**”) is made and entered to as of this ____ day of _____, 2022, by and between **ALPHARETTA FAMILY SKATE CENTER, LLC** (“**AFSC**”) and **CITY OF ALPHARETTA, GEORGIA** or its authorized agents (collectively, “**Alpharetta**”), AFSC and Alpharetta are collectively referred to as the “**Parties**.”

WHEREAS, AFSC is the owner of fee simple title to land located at 10800 Davis Drive, Alpharetta, Georgia, (Tax Parcel Number 12-2490-0606-030-3) lying and being in Land Lots 606, 607, 638 and 639 of the 1st District, 2nd Section, Fulton County, Georgia, as further described in that certain Limited Warranty Deed recorded in Deed Book 24900, Pages 240, Fulton County, Georgia Real Estate Records (the “**Property**”); and

WHEREAS, AFSC does hereby grant to City of Alpharetta, Georgia or its authorized agents the right to enter upon that property located at 10800 Davis Drive, Alpharetta, Georgia, (Tax Parcel Number 12-2490-0606-030-3) in connection with the Davis Drive Extension and Multimodal Improvements (Mansell Road to Westside Parkway) (the “**Project**”) for the purpose of:

Demolition work, removal of trees, and/or installation of erosion controls, as depicted in plans attached and incorporated herein as Exhibit “A”.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.

2. **Grant of Rights.** AFSC grants to Alpharetta, its agents, employees, representatives, contractors, subcontractors, and their respective agents, employees, and representatives (collectively the “**Accessing Parties**”) the following rights: a non-exclusive right to go over, under, upon, across, and through the right-of-way and easement areas as shown in Exhibit “A” for the purpose of allowing Alpharetta to conduct demolition work, remove trees, and/or install erosion controls for the Project (collectively, the “**Work**”).

3. **Work.** The Accessing Parties shall perform the Work in a good and workmanlike manner. The Accessing Parties shall conduct all Work within the project area in compliance with any applicable federal, state, and local laws, rules, regulations, codes, ordinances, judgments, decrees, or orders of any state, federal, or local government or agency having jurisdiction over the Property or any portion thereof (hereinafter “**Applicable Laws**”). At all times while conducting any Work within the Permanent Easement Area, the Accessing Parties shall comply with all applicable erosion and sedimentation control regulations and requirements of the Georgia Environmental Protection Division.

4. Parking and Storage. The Accessing Parties shall not store, stage, or park their vehicles, machinery, or equipment in the parking lot of the Property except within the project area during the course of the Work.

5. No Transfer of Title or Grant of Any Interest in the Property; No Waiver. By granting this license, AFSC does not convey any property interest, and this Agreement shall not be construed to create an easement. AFSC further does not waive any rights to the payment of just and adequate compensation for any and all property and property rights granted, taken, or damaged by Alpharetta as a result of any entry upon the Property under the Constitution of the State of Georgia, statutes, or rules and regulations relating to eminent domain, and such rights are expressly reserved.

6. Effective Date/Expiration/Termination. The Effective Date of this Agreement shall be the date of execution by both Parties as indicated below. Alpharetta shall countersign this Agreement no later than thirty (30) days after execution by AFSC. If Alpharetta does not countersign this Agreement within the foregoing time period, this Agreement shall terminate without any further action of the Parties hereto. If the foregoing time period within which Alpharetta must countersign this Agreement expires on a Saturday, Sunday, or any day observed by the federal or Georgia state governments as a legal holiday or any day on which commercial banks in Georgia are authorized by law to be closed, then such time period shall automatically be extended to the next regularly scheduled business day.

This Agreement shall expire upon the first to occur of the following: (a) the Parties' conducting and finalizing a closing, or (b) sixty (60) from the Execution Date.

7. Additional Terms.

(a) This Agreement shall be binding upon and enforceable against, and shall be for the benefit of, the Parties and their assigns, successors, and successors in title. By accepting this Agreement, the Parties agree to be bound by all terms of this Agreement. Notwithstanding anything to the contrary contained herein, Alpharetta shall not assign this Agreement.

(b) This Agreement contains the entire agreement between the Parties with respect to the matters described in this Agreement. This Agreement may not be amended or modified except by written instrument signed by both Parties.

(c) A failure of a party to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

(d) By their execution below, each of the representatives of the Parties hereto represents to the other party that he/she/it has the right and authority to execute this Agreement on behalf of such party.

(e) This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be confirmed by the exchange of signature pages as electronic versions in PDF or JPEG format which shall have the same force and effect as an original signature on an original document.

(f) This Agreement shall be construed, enforced, and interpreted in accordance with the laws of the State of Georgia, and those laws shall control in the event of any conflicts of law.

(g) The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement. The division of this Agreement into sections and subsections or paragraphs and subparagraphs are for convenience and reference only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of the provisions of this Agreement.

(h) If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void, invalid, or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held void, invalid, or unenforceable, shall not be affected thereby, and each and every term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law as if the void, invalid, or unenforceable term or provision of this Agreement had not been part of this Agreement.

(i) This Agreement is entirely the product of the collective joint drafting efforts of the Parties hereto. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared, drafted, or imposed such provision.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered this _____ day
of _____ 2022, in the presence of:

ALPHARETTA FAMILY SKATE CENTER, LLC,
a Georgia limited liability company

Witness

By: _____ (Seal)
(Date)

Name: _____

Notary Public

Title: _____

[NOTARY SEAL]

Signed, sealed and delivered this _____ day
of _____ 2022, in the presence of:

CITY OF ALPHARETTA, GEORGIA

Witness

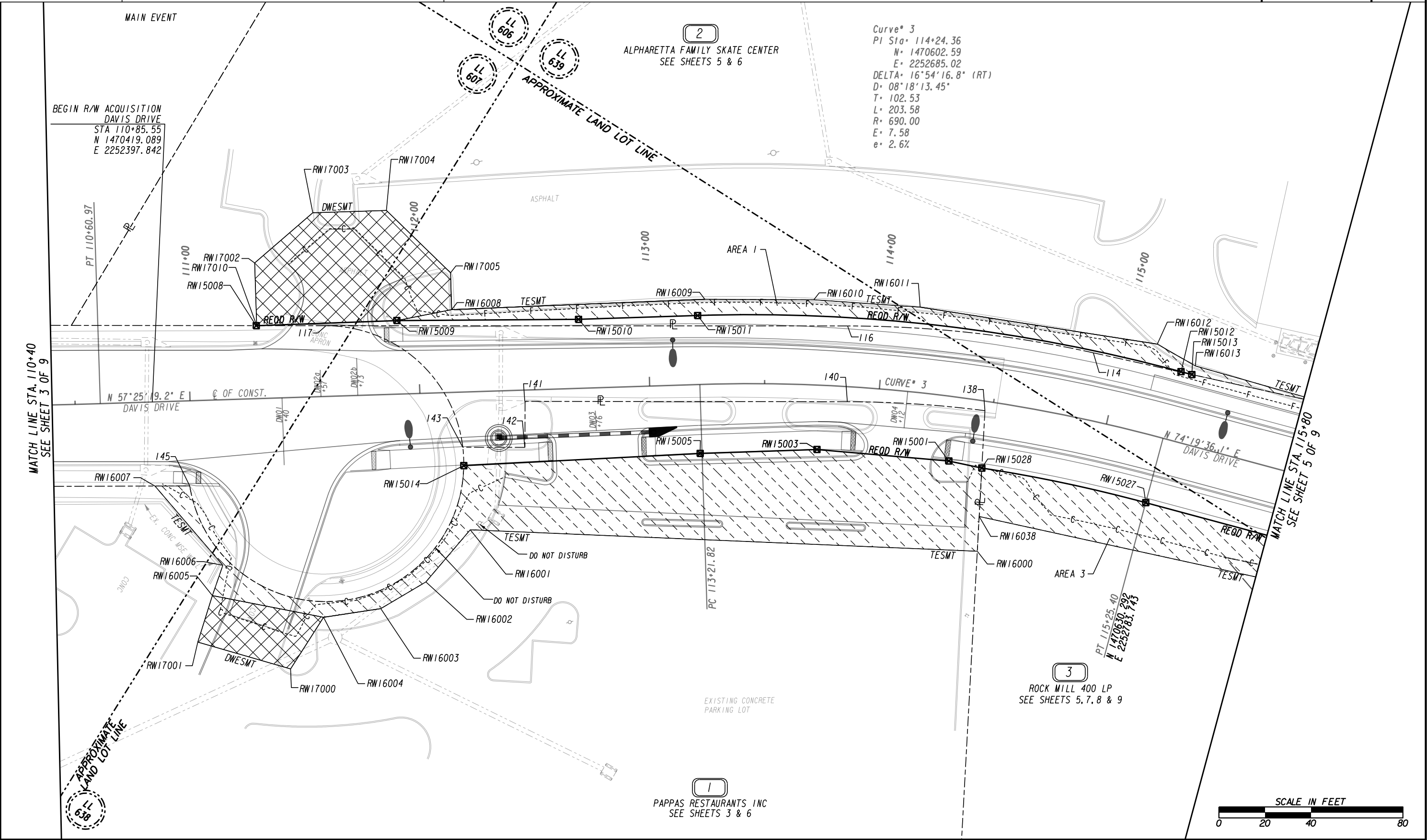
By: _____ (Seal)
(Date)

Name: _____

Notary Public

Title: _____

[NOTARY SEAL]



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ENVIRON. SENSITIVE AREA BOUNDARY

THE CITY OF
ALPHARETTA
PUBLIC WORKS

DATE

REVISIONS

12/05/18

REVISED PAR 1 REQD R/W & TEMP EASM'T

12/30/19

REVISED PAR 1 REQD R/W & TEMP EASM'T
ADDED PAR 6 REQD R/W

02/27/20

REVISED PROPERTY LINES, REVISED PAR 1, 2 & 3
DELETED PAR 5 & 6

02/18/21

REVISED PAR 1 & 3 REQ'D R/W & TEMP. EASM'T

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

DAVIS DRIVE EXTENSION RIGHT-OF-WAY PLANS
COUNTY: FULTON
LAND LOT NO: 607, 638, 639
LAND DISTRICT: 1
GMD: 1
DATE: 07/13/2018 SH 4 OF 10

DRAWING No.

60-004

7/31/2015

GRWPLN



STATE OF GEORGIA	
DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY MAP	
DAVIS DRIVE EXTENSION RIGHT-OF-WAY PLANS	
COUNTY: FULTON	
LAND LOT NO: 638, 639	
LAND DISTRICT: 1	
GMD: 1	
DATE: 07/13/2018 SH 5 OF 10	
DRAWING No. 60-005	

1

PAPPAS RESTAURANT INC
SEE SHEETS 3 & 4

PAR 1	REQ'D R/W	RW15000		

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

143	23.99 R	112+17.92	Davis Dr	
	27.03	N 59°19'07.2" E		
142	24.88 R	112+44.93	Davis Dr	
	20.00	N 30°40'45.8" W		
141	4.90 R	112+45.60	Davis Dr	
	140.17	N 59°19'14.2" E		
140	6.55 R	113+86.39	Davis Dr	
ARC LENGTH = 60.02				
CHORD BEAR = N 63°00'12.2" E				
LNTH CHORD = 59.98				
RADIUS = 466.93				
DEGREE = 12°16'14.5"				
138	4.15 R	114+46.81	Davis Dr	
	24.96	S 27°37'59.3" E		
RW15028	29.00 R	114+49.28	Davis Dr	
	14.68	S 71°16'34.8" W		
RW15001	28.00 R	114+34.00	Davis Dr	
	57.55	S 64°14'45.3" W		
RW15003	28.00 R	113+74.00	Davis Dr	
	50.84	S 57°18'00.9" W		
RW15005	30.00 R	113+21.00	Davis Dr	
	102.94	S 56°18'26.3" W		
RW15014	32.00 R	112+18.08	Davis Dr	
ARC LENGTH = 8.02				
CHORD BEAR = N 33°45'21.3" W				
LNTH CHORD = 8.02				
RADIUS = 59.99				
DEGREE = 95°30'08.7"				
143	23.99 R	112+17.92	Davis Dr	
REQD R/W	= 4842.30	SF		
REQD R/W	= 0.111	ACRES		
REMAINDER	= +/- 4.7	ACRES		

PAR 1	REQ'D TEMP. EASM'T.	RW16000		

PNT	OFFSET/	STATION/	ALIGNMENT	

RW16007	36.60 R	110+83.55	Davis Dr	
145	37.03 R	110+98.67	Davis Dr	
ARC LENGTH = 177.89				
CHORD BEAR = N 55°00'35.4" E				
LNTH CHORD = 119.52				
RADIUS = 59.99				
DEGREE = 95°30'08.4"				
RW15014	32.00 R	112+18.08	Davis Dr	
RW15005	30.00 R	113+21.00	Davis Dr	
RW15003	28.00 R	113+74.00	Davis Dr	
RW15001	28.00 R	114+34.00	Davis Dr	
RW15028	29.00 R	114+49.28	Davis Dr	
RW16000	65.05 R	114+53.21	Davis Dr	
RW16001	60.00 R	112+20.00	Davis Dr	
RW16002	82.00 R	112+00.00	Davis Dr	
RW16003	93.00 R	111+80.00	Davis Dr	
RW16004	96.00 R	111+55.00	Davis Dr	
RW16005	85.00 R	111+07.00	Davis Dr	
RW16006	72.00 R	111+12.00	Davis Dr	
RW16007	36.60 R	110+83.55	Davis Dr	
REQD EASM'T AREA = 9351.92 SF				

PAR 1	REQ'D DRWY. EASM'T.		RW17000	

PNT	OFFSET/		STATION/	ALIGNMENT

RW16005	85.00	R	111+07.00	Davis Dr
RW16004	96.00	R	111+55.00	Davis Dr
RW17000	118.00	R	111+40.00	Davis Dr
RW17001	105.00	R	111+00.00	Davis Dr
RW16005	85.00	R	111+07.00	Davis Dr

2

ALPHARETTA FAMILY SKATE CENTER
SEE SHEETS 4 & 5

PAR 2		REQ'D R/W		RW15001	

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT		

RW15008	31.72 L	111+29.81	Davis Dr		
	61.19	N 57°09'51.6" E			
RW15009	32.00 L	111+91.00	Davis Dr		
	79.03	N 58°52'20.0" E			
RW15010	30.00 L	112+70.00	Davis Dr		
	51.82	N 57°25'19.2" E			
RW15011	30.00 L	113+21.82	Davis Dr		
ARC LENGTH = 212.43					
CHORD BEAR = N 65°52'27.7" E					
LNTH CHORD = 211.66					
RADIUS = 720.00					
DEGREE = 7°57'27.9"					
RW15012	30.00 L	115+25.40	Davis Dr		
	4.85	N 74°19'36.1" E			
RW15013	30.00 L	115+30.25	Davis Dr		
	43.87	S 71°41'34.3" W			
114	29.04 L	114+87.99	Davis Dr		
ARC LENGTH = 107.74					
CHORD BEAR = S 65°29'08.9" W					
LNTH CHORD = 107.53					
RADIUS = 497.28					
DEGREE = 11°31'18.7"					
116	26.33 L	113+84.54	Davis Dr		
	226.86	S 59°16'43.5" W			
117	30.73 L	111+60.10	Davis Dr		
	30.31	S 59°18'36.2" W			
RW15008	31.72 L	111+29.81	Davis Dr		
REQD R/W = 976.69 SF					
REQD R/W = 0.022 ACRES					
REMAINDER = +/- 7.4 ACRES					

PAR 2	REQ'D TEMP. EASM'T.		RW16001	AREA 1

PNT	OFFSET/	STATION/		ALIGNMENT

RW15009	32.00 L	111+91.00		Davis Dr
RW16008	36.00 L	112+15.00		Davis Dr
RW16009	37.00 L	113+25.00		Davis Dr
RW16010	37.00 L	113+70.00		Davis Dr
RW16011	37.00 L	114+14.00		Davis Dr
RW16012	39.00 L	115+13.00		Davis Dr
RW16013	34.00 L	115+30.80		Davis Dr
RW16014	33.09 L	115+97.36		Davis Dr
RW15013	30.00 L	115+30.25		Davis Dr
RW15012	30.00 L	115+25.40		Davis Dr

PAR 2	REQ'D TEMP. EASM'T.		RW16008	AREA 2

PNT	OFFSET/		STATION/	ALIGNMENT

RW16015	34.08	L	116+19.00	Davis Dr
RW16016	38.00	L	116+19.00	Davis Dr
RW16017	38.00	L	117+04.16	Davis Dr
RW16015	34.08	L	116+19.00	Davis Dr
REQD EASMT AREA = 166.80 SF				

TOTAL REQD TEMP. EASM'T. AREA = 2480.86 SF

2

ALPHARETTA FAMILY SKATE CENTER
SEE SHEETS 4 & 5

PAR 2	REQ'D DRWY. EASM'T.		RW17001	

PNT	OFFSET/		STATION/	ALIGNMENT

RW17010	31.73	L	111+30.00	Davis Dr
RW17002	59.00	L	111+30.00	Davis Dr
RW17003	80.00	L	111+56.00	Davis Dr
RW17004	80.00	L	111+88.00	Davis Dr
RW17005	52.00	L	112+15.00	Davis Dr
RW16008	36.00	L	112+15.00	Davis Dr
RW15009	32.00	L	111+91.00	Davis Dr
RW17010	31.73	L	111+30.00	Davis Dr

DATE	REVISIONS
12/05/18	REVISED PAR 1 REQD R/W AND TEMP EASM'T TABLES
12/30/19	REVISED PAR 1 REQD R/W AND TEMP EASM'T TABLES
02/27/20	REVISED PAR 1 & 2, MOVED PAR 3 TO DWG. NO. 60-009
02/18/21	REVISED PAR 1 REQD R/W AND TEMP. EASM'T

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY TABLE	
DAVIS DRIVE EXTENSION RIGHT-OF-WAY PLANS	
COUNTY: FULTON	
LAND LOT NO: 607, 638, 639	
LAND DISTRICT: 1	
GMD: 1	
DATE: 07/13/2018 SH 6 OF 10	



STAFF REPORT

Submitting Department: Finance

Submitted By: Shawn Mitchell

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: ROOF REPLACEMENT AT FIRE STATION 84

II. RECOMMENDATION:

Please award a contract for the replacement of the roof at Fire Station 84 (metal roof segment) to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$267,420 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: \$267,420

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Roof Replacement - Public Safety (30131150-541300-C1229)	\$267,420
Roof Replacement - Public Safety (30131150-541300-C1229)	-\$32,580
Non-Allocated - Capital Fund (30190200-579000)	\$32,580

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

Fire Station 84

This request is for the replacement of the metal roof segments (main roof and tower) at Fire Station 84, which was originally installed in 1993 and totals approximately 4,800 sq. ft. Although the field of the roof is in good shape, the transition at the ridge and eave are showing significant signs of age and are no longer providing adequate watertight protection. This facility is actively experiencing leaks.

The metal roof segments at Stations 81, 82, and 83 were recently replaced and are approximately the same age as the roofing at Station 84.

Procurement Results

This project is being awarded to Garland/DBS Inc. under the OMNIA Partners program (cooperative purchasing alliance).

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. This group includes the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. OMNIA Partners is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively soliciting contracts for quality products/services through lead public agencies (e.g., city, county, or state agencies that issue the underlying formal solicitations). Racine County WI, as the lead public agency, competitively solicited the Garland contract

and made it available under the terms of the OMNIA Partners program.

Benefits of the Garland contract under OMNIA Partners include: (a) pricing competitiveness; (b) turnkey single-source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing) and manages roofing subcontractors (local pricing through sealed quotes).

Garland has solicited quotes from the following pre-qualified subcontractors.

\$267,420: S. Edwards LLC

\$335,509: Innovative Roofing Group

\$363,065: Veterans Builders

The FY 2023 Budget included funding totaling \$300,000 for the scope set forth above. Upon approval of this contract, the difference will be placed into Non-Allocated for future appropriation by the City Council (\$32,580).

The City has used Garland for multiple roof repair/replacement projects including replacement of the metal roof segment at Fire Stations 81, 82, and 83; roof replacement at the Public Safety Headquarters complex: roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.); etc. and has found their work, products, and responsiveness to be very good.

As previously mentioned, the utilization of Garland under this competitively procured contract provides warranty accountability as they are both the manufacturer and managing contractor for roof product installations. Case in point, one of the first projects Garland worked on for the City was the replacement of the flat roof segments at Fire Stations 81-84 over 10 years ago. These roof segments have had multiple leaks over the years and caused our Fire Division team members multiple issues. Garland management found the installation of these roofs did not meet their specifications. As such, they are replacing them under warranty. Well over \$100,000 for each station (no cost to the City). Garland will be replacing the flat roof segment at Fire Station 84 (under warranty) along with the metal roof segment that Alpharetta is funding.

Once a contract with Garland has been finalized and executed, completion will take no longer than 150 days from Notice-to-Proceed. This timeframe includes the ordering and delivery of all materials, which has required significantly longer lead times than in recent years.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Omnia Proposal 25-GA-220629, Roof Replacement Map (FS 84), Executive Summary Roofing - OMNIA Contract



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alpharetta
Fire Station 84 - New Metal Roof System
525 Park Bridge Parkway
Alpharetta, GA 30005

Date Submitted: 6/22/2022
Proposal #: 25-GA-220629
MICPA # PW1925
Georgia General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Main Roof & Tower

1. Remove existing metal standing seam roof and dispose.
2. Remove any and all rotted and or warped plywood and replace at unit cost listed below.
3. Screw down new 1" ISO in place of plywood with 16GA bearing plate, leaving the original 1" ISO in accordance to wind up lift calculations.
4. Apply RMER Seal from Eave to Ridge in shingle like fashion with a minimum 3" overlap.
5. Install the new metal roof 16" R-MER Span system in accordance to Architectural Shop Drawings.
6. This will include:
 - a. Proper installation of the clips per the uplift calcs and shop drawings provided.
 - b. Proper installation of the panels as shown in the shop drawings.
 - c. Proper installation of all rake edge, eave edge, and ridge cap metal as shown in the drawings.
 - d. Proper installation of all metal roof components as shown in the shop drawings provided.
 - e. Raising all pipes, vents, and curbs to accommodate the height change and proper flashing according to the details.
7. Build out new section over both existing internal gutters.

8. Replace the existing metal copings around entire building new nailers might need to be installed.
9. Install a new nailer across the eave under the metal roof to take out knee wall.
10. Install a new gutter across both lengths.
11. Relocate (2) shut off boxes.
12. Install new gutters and downspouts in both of these areas, controlling the water to flow onto the lower flat roofs.
13. Lay over the existing masonry walls with a new TPO between both lower to upper roof.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.26	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Wood / Tectum Deck	\$ 2.88	5,400	SF	\$ 15,552
14.01.04	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE: INSULATION OPTION: Architectural Application - Mechanically Fasten Polyisocyanurate to Provide an Average R-Value of 20; with 40 mil Self-Adhering Underlayment	\$ 6.61	5,400	SF	\$ 35,683
14.02.06	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels	\$ 6.28	5,400	SF	\$ 33,907
14.02.09	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL WIDTH OPTION: Add for 16" - 17" Panel Width - Galvalume Coated Steel or Equal	\$ 0.67	5,400	SF	\$ 3,602
14.02.12	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": COLOR OPTION: Add for Designer Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	\$ 1.45	5,400	SF	\$ 7,825

14.02.29	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL INSTALLATION OPTION: Architectural Application - Installed Over a Deck At or Above 3:12 Slope	\$ 8.07	5,400	SF	\$ 43,594
	Sub Total Prior to Multipliers				\$ 140,162
22.20	MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	20	\$ 140,162	%	\$ 28,032
22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	\$ 140,162	%	\$ 35,041
22.08	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.	25	\$ 140,162	%	\$ 35,041
22.13	MULTIPLIER - ROOF HAS GREATER THAN 4/12 SLOPE Multiplier is applied when Roof Area has a Greater than 4/12 Slope, Steeper slope reduces overall labor production and requires additional safety precautions.	25	\$ 140,162	%	\$ 35,041
	Total After Multipliers				\$ 273,317

Base Bid Total Maximum Price of Line Items under the MICPA: **\$ 273,317**

Proposal Price Based Upon Market Experience: **\$ 267,420**

Garland/DBS Price Based Upon Local Market Competition:

S. Edwards LLC.	\$ 267,420
Innovative Roofing Group	\$ 335,509
Veteran Builders	\$ 363,065

Unforeseen Site Conditions:

Rotten Wood Nailers Under Coping Replacement	\$	22.80	per Ln. Ft.
Rotten Plywood Decking Replacement	\$	228.00	per Sheet

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joshua Perry

Joshua Perry
Garland/DBS, Inc.
(216) 430-3635

Fire Station 84

Roof Replacement Map





ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: Invitation for Bid #PW1925

IFB Issued: August 7, 2019

Pre-Bid Date: August 15, 2019

Bids Due: September 9, 2019

Bids Received: 2

Awarded to: Garland/DBS, Inc.

Racine County, Wisconsin issued IFB #PW1925 on August 7, 2019 to establish a national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract.

The solicitation included cooperative purchasing language in Section B. Terms and Conditions, item 5. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, intends to partner with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Attachment B – National Cooperative Contract to be Administered by OMNIA Partners contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County, WI website
- Tallahassee Democrat, FL
- Arizona Business Gazette, AZ
- Desert News, UT
- Helena Independent Record, TN
- Houston Community Newspapers, Cy Creek Mirror, TX
- Montgomery Advertiser, AL
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- OMNIA Partners, Public Sector website
- Times Union, NY
- Daily Journal of Commerce, OR
- Herald-News, City of Joliet, Illinois
- Honolulu Star-Advertiser, HI
- Las Vegas Review-Journal, NV
- New Jersey Herald, NJ
- San Bernardino Sun, CA
- The Advocate – New Orleans, LA



- USA Today, nationwide

On September 9, 2019 bids were received from the following:

- CentiMark Corporation
- Garland/DBS, Inc.

Garland/DBS, Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on August 30 2019 by the Racine County Commissioners, approved the contract award. The contract was executed on September 27, 2019 with an effective date of October 15, 2019.

Contract includes:

- Roofing supplies and services, waterproofing, and related products and services.

Term:

- October 15, 2019 to October 14, 2024 with 1 additional 5-year term.

Pricing/Discount:

- Price as stated for all schedules included in the Project Manual.



STAFF REPORT

Submitting Department: Finance

Submitted By: Shawn Mitchell

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: ROOF RETROFIT AT THE ALPHARETTA COMMUNITY CENTER

II. RECOMMENDATION:

Please award a contract for the retrofit of the roof at the Alpharetta Community Center (flat roof segments) to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$494,741 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: \$494,741

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Roof Replacement - Recreation (30161150-541300-C1229)	\$494,741
Roof Replacement - Recreation (30161150-541300-C1229)	-\$205,259
Non-Allocated - Capital Fund (30190200-579000)	\$205,259

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

Alpharetta Community Center

This request is for a retrofit of the EPDM (Ethylene Propylene Diene Monomer; basically, a synthetic rubber roofing membrane) roof segments at the Alpharetta Community Center. These roof segments represent the flat roof segments of this facility (not to be confused with the pitched metal roof segments which are scheduled for replacement in an upcoming fiscal year).

The EPDM roof segments were installed in 1997 and total approximately 25,000 sq. ft. Said segments had a restoration coating installed in 2016 to prolong their life. That said, the roof segments have reached their end of life and are experiencing active leaks. On a positive note, a moisture scan was done on the facility to determine the relative percentage of wet insulation (due to leaks) and the findings came back positive and pointed to very little wet insulation. As such, the insulation does not need to be removed and the new roofing can be applied over the existing EPDM material, which saves hundreds of thousands of capital investment (the "retrofit"). Specifically, the proposed roof retrofit is a 2-ply Modified Bitumen solution with a mineral surface that carries a 30-year warranty. This roofing solution is our preferred option as it is extremely durable and significantly less susceptible to damage/punctures than the current EPDM roof membrane. This funding level also includes two coats of an aluminizer which reflects the harmful UV rays that can degrade the roofing membrane over time and assists in making the facility more energy efficient.

Procurement Results

This project is being awarded to Garland/DBS Inc. under the OMNIA Partners program (cooperative purchasing alliance).

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. This group includes the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. OMNIA Partners is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively soliciting contracts for quality products/services through lead public agencies (e.g., city, county, or state agencies that issue the underlying formal solicitations). Racine County WI, as the lead public agency, competitively solicited the Garland contract and made it available under the terms of the OMNIA Partners program.

Benefits of the Garland contract under OMNIA Partners include: (a) pricing competitiveness; (b) turnkey single-source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing) and manages roofing subcontractors (local pricing through sealed quotes).

Garland has solicited quotes from the following pre-qualified subcontractors.

\$494,741: S. Edwards LLC

\$549,637: Innovative Roofing Group

\$744,761: Veterans Builders

The FY 2023 Budget included funding totaling \$700,000 for the scope set forth above. Upon approval of this contract, the difference will be placed into Non-Allocated for future appropriation by the City Council (\$205,259).

The City has used Garland for multiple roof repair/replacement projects including replacement of the metal roof segment at Fire Stations 81, 82, and 83; roof replacement at the Public Safety Headquarters complex: roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.); etc. and has found their work, products, and responsiveness to be very good.

Once a contract with Garland has been finalized and executed, completion will take no longer than 150 days from Notice-to-Proceed. This timeframe includes the ordering and delivery of all materials, which has required significantly longer lead times than in recent years.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Omnia Proposal 25-GA-220636, Roof Replacement Map (Community Center), Executive Summary Roofing - OMNIA Contract



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

The City of Alpharetta
Community Center - Roofing Retrofit
175 Roswell St.
Alpharetta, GA 30009

Date Submitted: 6/23/2022
Proposal #: 25-GA-220636
MICPA # PW1925
Georgia General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Roofing Retrofit

1. Remove the existing metal coping and dispose.
2. Cut slits into existing single ply membrane every 6' before applying the recovery board.
3. Mechanically fasten a wood fiber board over existing roofing system.
4. Install one ply of reinforced SBS modified flexbase 80 set in weatherking adhesive with heat welded seams.
5. Install one ply of reinforced SBS stressPly mineral membrane set in weatherking adhesive with heat welded seams.
6. Install three inch (3") perlite cant strips at all curbs and base flashings set in weatherking flashing adhesive.
7. Install new two ply base flashing system at all curbs, walls, and units. Two ply base flashings shall consist of one ply of Flexbase 80 modified base sheet and one ply SBS stressply mineral membrane set in cold weatherking flashing adhesive.
8. Parapet walls-run flashing up the wall 16" and terminate with a turn-bar.
9. Make sure to leave a ¼" gap between the ends of the turn-bars to allow for expansion and contraction.

10. Cover the turn bar with a surface mounted counter flashing.
11. Run the remaining height of the parapet wall with flexbase 80 set in weatherking and stressply mineral.
12. Wrap the top of the parapet wall with RMER Seal.
13. All flashing laps shall be heat welded then terminated using a three course application of Silver-Flash and reinforcement mesh.
14. Install new 4 lb. lead soil stack boots.
15. Install new pitch pans with umbrellas around difficult termination areas.
16. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counterflashings along walls and parapet walls according to SMACNA applications.
17. After the appropriate cure time of 30 days, apply (2) coats of GarlaBrite-first coat perpendicular to second coat.
18. Manufacturers 30YR NDL Water Tight Warranty
19. Contractor is to guarantee all work against defects in materials and workmanship for a period of five (5) years which will be provided to the material manufacturer.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
4.04	Insulation Recovery Board & Insulations Options: RECOVERY BOARD TYPE 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	\$ 1.15	18,500	SF	\$ 21,275
12.01.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 3.56	18,500	SF	\$ 65,890

12.09.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	\$ 6.72	18,500	SF	\$ 124,320
20.01.02	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 15.68	6,100	SF	\$ 95,648
16.07	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: ADD/DEDUCT TO INSTALL SELF-ADHERING UNDERLAYMENT OVER ENTIRE ROOF - Install Self-Adhering Underlayment on Entire Roof Deck	\$ 2.15	3,600	SF	\$ 7,742
23.121	Common Roof Repair Items: 3-Course Application; Mastic-Mesh-Mastic; 9" Wide Total; 6" Wide Mesh	\$ 6.26	1,125	LF	\$ 7,038
	Counterflashing Installation	\$ 14.04	1,100		\$ 15,444
5.10	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	\$ 2.25	18,500	SF	\$ 41,625
	Sub Total Prior to Multipliers				\$ 378,981
22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	10	\$ 378,981	%	\$ 37,898

22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.				
		25	\$ 378,981	%	\$ 94,745
	Total After Multipliers				\$ 511,625

Base Bid Total Maximum Price of Line Items under the MICPA: **\$ 511,625**

Proposal Price Based Upon Market Experience: **\$ 494,741**

Garland/DBS Price Based Upon Local Market Competition:

S. Edwards LLC.	\$ 494,741
Innovative Roofing Group	\$ 549,637
Veteran Builders	\$ 744,761

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

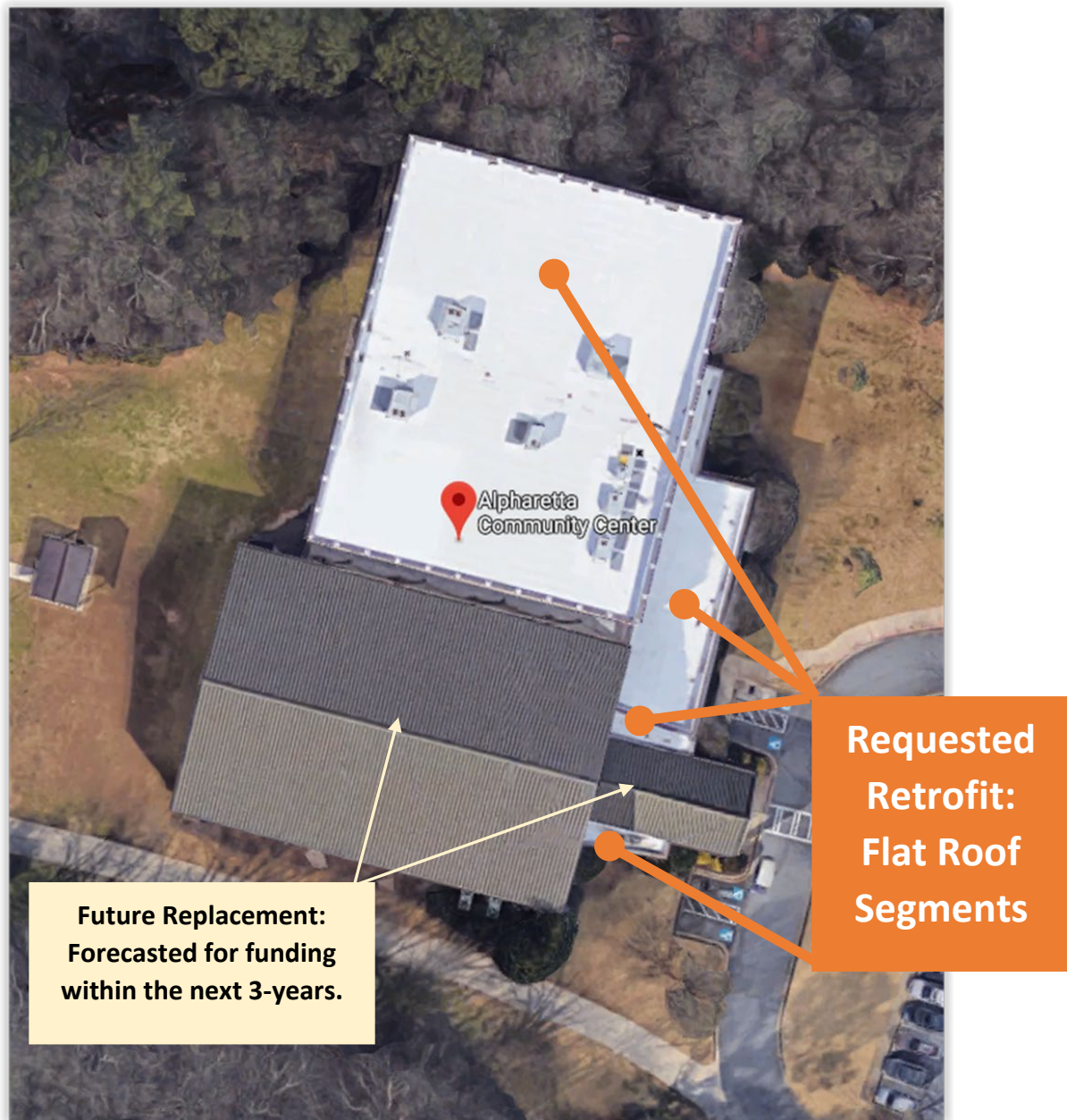
Joshua Perry

Joshua Perry

Garland/DBS, Inc.
(216) 430-3635

Alpharetta Community Center

Roof Replacement Map





ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: Invitation for Bid #PW1925

IFB Issued: August 7, 2019

Pre-Bid Date: August 15, 2019

Bids Due: September 9, 2019

Bids Received: 2

Awarded to: Garland/DBS, Inc.

Racine County, Wisconsin issued IFB #PW1925 on August 7, 2019 to establish a national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract.

The solicitation included cooperative purchasing language in Section B. Terms and Conditions, item 5. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, intends to partner with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Attachment B – National Cooperative Contract to be Administered by OMNIA Partners contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County, WI website
- Tallahassee Democrat, FL
- Arizona Business Gazette, AZ
- Desert News, UT
- Helena Independent Record, TN
- Houston Community Newspapers, Cy Creek Mirror, TX
- Montgomery Advertiser, AL
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- OMNIA Partners, Public Sector website
- Times Union, NY
- Daily Journal of Commerce, OR
- Herald-News, City of Joliet, Illinois
- Honolulu Star-Advertiser, HI
- Las Vegas Review-Journal, NV
- New Jersey Herald, NJ
- San Bernardino Sun, CA
- The Advocate – New Orleans, LA



- USA Today, nationwide

On September 9, 2019 bids were received from the following:

- CentiMark Corporation
- Garland/DBS, Inc.

Garland/DBS, Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on August 30 2019 by the Racine County Commissioners, approved the contract award. The contract was executed on September 27, 2019 with an effective date of October 15, 2019.

Contract includes:

- Roofing supplies and services, waterproofing, and related products and services.

Term:

- October 15, 2019 to October 14, 2024 with 1 additional 5-year term.

Pricing/Discount:

- Price as stated for all schedules included in the Project Manual.



STAFF REPORT

Submitting Department: Information Technology

Submitted By: Randy Bundy

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: NETWORK REFRESH AND UPDATE 2022-2023

II. RECOMMENDATION:

Approve the replacement of network technology through Corus360 under the State of Georgia Networking Contract (#99999-SPD-T20120501-0011A) in the amount of \$246,680.90 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: \$246,680.90

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Network and VOIP Refresh (30117400-542400-C1103)	\$246,680.90

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

This request is to provide for the replacement and upgrade of the City's data network switches. This includes the core switches in the main data center that are over 10 years old. This also includes switches in City Hall, Public Safety, and Public Works that are all due for replacement. Most are 6 years old or older. This will provide network equipment that should be viable for the next 7 years or longer. This equipment is also a newer generation of network technology that will work more coherently and effectively with other technologies that the City is currently using and technologies that will likely be deployed in the future.

The replacement network technology would be procured through Corus360 under the State of Georgia Networking Contract (#99999-SPD-T20120501-0011A). The manufacturer, Hewlett Packard/Aruba Networks, has verified the competitiveness of their pricing under the above-noted contract (letter attached).

V. ALTERNATIVES:

NONE

VI. ATTACHMENTS:

Aruba_Networks_partner ltr, City of Alpharetta - Aruba Network - Core Switces - AN - 07 07 22



1344 CROSSMAN AVE
SUNNYVALE, CA 94089

T: 1.408.227.4500
FAX: 1.408.227.4550

WWW.ARUBANETWORKS.COM

Erik Wideman
City of Alpharetta
Alpharetta City Hall
2 Park Plaza
Alpharetta, GA 30009

Re: Network Upgrade project

Dear Erik,

Thank you for allowing us and Corus360 to discuss your network upgrade. I think we've come up with a very good solution. Corus360 is one of our key partners and they have plenty of experience with configuration and installation of our solutions.

Because Corus360 is a registered partner on this opportunity we have given them special pricing specifically for the City of Alpharetta. No other partner will be able to get the type of discounts we've provided to them.

Please let me know if there is anything else I can do to assist.

Sincerely yours,

Dan Van Dresser
Territory Manager
Aruba Networks, Georgia

Anita Nikravan

130 Technology Parkway | Norcross, GA 30092

Main Line: 770-300-4700

www.corus360.comanikravan@corus360.com

Mobile: 805 766 0102

Direct: 678 812 0117

Prepared for: **Erik Wideman**

7/7/22

Ship To: **City of Alpharetta**
2 Park Plaza
Alpharetta, GA 30009

Accepted by:

Date:

7/7/22

Prepared by: Anita Nikravan

Quote Number:

ARBA-CS-070722

valid for thirty (30) days

Qty	Part Number	Description	Unit Cost	Extended Price
Aruba				
~ GA NETWORKING CONTRACT #99999 SPD-T20120501-0011A ~				
City Hall - CCEN				
6	J9283D	ARUBA 10G SFP+ TO SFP+ 3M DAC CABL CABLE PL-I6	\$70.98	\$425.88
2	JL701A	ARUBA 8360-32Y4C PWR2PRT3F2PS CPNT BDL PL-NV	\$13,473.25	\$26,946.50
2	JL701A ABA	INCLUDED: Power Cord - U.S. localization		
2	HU7U2E	HPE 3YR FOUNDATION CARE NBD SVCS ARUBA 8360 SVC PL-LS	\$4,815.90	\$9,631.80
2	J9583B	ARUBA X414 1U UNIVERSAL 4-POST RMKT RM KIT PL-NV	\$109.20	\$218.40
18	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR PL-I6	\$402.15	\$7,238.70
16	J4858D	ARUBA 1G SFP LC SX 500M MMF PERP XCVR PL-I6	\$159.18	\$2,546.88
6	J9151E	ARUBA 10G SFP+ LC LR 10KM SMF PERP XCVR PL-I6	\$1,353.66	\$8,121.96
2	R0225A	ARUBA 100G QSFP28 TO QSFP28 1M CABL DAC CABLE PL-I6	\$217.14	\$434.28
City Hall - S-CCEN-01				
2	JL728A	ARUBA 6200F 48G CL4 4SFP+740W PERP SWCH US PL-WB	\$3,750.18	\$7,500.36
2	JL728A ABA	INCLUDED: Power Cord - U.S. localization		
2	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR PL-I6	\$402.15	\$804.30
1	JL725A	ARUBA 6200F 24G CL4 4SFP+370W PERP SWCH US PL-WB	\$2,149.98	\$2,149.98
1	JL725A ABA	INCLUDED: Power Cord - U.S. localization		
3	J9281D	ARUBA 10G SFP+ TO SFP+ 1M DAC CABL CABLE PL-I6	\$54.18	\$162.54
City Hall - S-CCEN-02				
2	JL728A	ARUBA 6200F 48G CL4 4SFP+740W PERP SWCH US PL-WB	\$3,750.18	\$7,500.36
2	JL728A ABA	INCLUDED: Power Cord - U.S. localization		
2	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR PL-I6	\$402.15	\$804.30
2	J9281D	ARUBA 10G SFP+ TO SFP+ 1M DAC CABL CABLE PL-I6	\$54.18	\$108.36
City Hall - S-CCEN-03				
4	JL728A	ARUBA 6200F 48G CL4 4SFP+740W PERP SWCH US PL-WB	\$3,750.18	\$15,000.72
4	JL728A ABA	INCLUDED: Power Cord - U.S. localization		
2	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR PL-I6	\$402.15	\$804.30
4	J9281D	ARUBA 10G SFP+ TO SFP+ 1M DAC CABL CABLE PL-I6	\$54.18	\$216.72
City Hall - S-CCEN-04				
1	JL728A	ARUBA 6200F 48G CL4 4SFP+740W PERP SWCH US PL-WB	\$3,750.18	\$3,750.18
1	JL728A ABA	INCLUDED: Power Cord - U.S. localization		
2	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR PL-I6	\$402.15	\$804.30
1	JL725A	ARUBA 6200F 24G CL4 4SFP+370W PERP SWCH US PL-WB	\$2,149.98	\$2,149.98
1	JL725A ABA	INCLUDED: Power Cord - U.S. localization		
2	J9281D	ARUBA 10G SFP+ TO SFP+ 1M DAC CABL CABLE PL-I6	\$54.18	\$108.36
City Hall - S-CCEN-05				

130 Technology Parkway | Norcross, GA 30092
Main Line: 770-300-4700
www.corus360.com
anikravan@corus360.com
Mobile: 805 766 0102
Direct: 678 812 0117



7/7/22

7/7/22

Ship To: **City of Alpharetta**
2 Park Plaza
Alpharetta, GA 30009

ARBA-CS-070722

Accepted by:

2	JL725A	ARUBA 6200F 24G CL4 4SFP+370W PERP SWCH US PL-WB	\$2,149.98	\$4,299.96
2	JL725A ABA	INCLUDED: Power Cord - U.S. localization		
2	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR PL-I6	\$402.15	\$804.30
2	J9281D	ARUBA 10G SFP+ TO SFP+ 1M DAC CABL CABLE PL-I6	\$54.18	\$108.36

2	JL701A	ARUBA 8360-32Y4C PWR2PRT3F2PS CPNT BDL PL-NV	\$13,473.25	\$26,946.50
2	JL701A	ABA INCLUDED: Power Cord - U.S. localization		
2	HU7U2E	HPE 3YR FOUNDATION CARE NBD SVCS ARUBA 8360 SVC PL-LS	\$4,815.90	\$9,631.80
2	J4858D	ARUBA 1G SFP LC SX 500M MMF PERP XCVR PL-I6	\$117.00	\$234.00
18	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR PL-I6	\$402.15	\$7,238.70
4	J4858D	ARUBA 1G SFP LC SX 500M MMF PERP XCVR PL-I6	\$159.18	\$636.72
6	J9151E	ARUBA 10G SFP+ LC LR 10KM SMF PERP XCVR PL-I6	\$1,353.66	\$8,121.96
2	J9283D	ARUBA 10G SFP+ TO SFP+ 3M DAC CABL CABLE PL-I6	\$70.98	\$141.96
2	487655-B21	HPE BLc 10G SFP+ SFP+ 3m DAC Cable	\$119.70	\$239.40
2	R0225A	ARUBA 100G QSFP28 TO QSFP28 1M CABL DAC CABLE PL-I6	\$217.14	\$434.28

4	J9283D	ARUBA 10G SFP+ TO SFP+ 3M DAC CABL CABLE PL-I6	\$70.98	\$283.92
2	JL701A	ARUBA 8360-32Y4C PWR2PRT3F2PS CPNT BDL PL-NV	\$13,473.25	\$26,946.50
2	JL701A	ABA INCLUDED: Power Cord - U.S. localization		
2	HU7U2E	HPE 3YR FOUNDATION CARE NBD SVCS ARUBA 8360 SVC PL-LS	\$4,815.90	\$9,631.80
2	J9583B	ARUBA X414 1U UNIVERSAL 4-POST RMKT RM KIT PL-NV	\$109.20	\$218.40
20	J9150D	ARUBA 10G SFP+ LC SR 300M MMF CABL XCVR PL-I6	\$402.15	\$8,043.00
3	J4858D	ARUBA 1G SFP LC SX 500M MMF PERP XCVR PL-I6	\$159.18	\$477.54
5	J9151E	ARUBA 10G SFP+ LC LR 10KM SMF PERP XCVR PL-I6	\$1,353.66	\$6,768.30
4	JH231A	HPE X142 40G QSFP+ MPO SR4 PERP TRANSCEIVER PL-I6	\$1,601.04	\$6,404.16
2	R0Z25A	ARUBA 100G QSFP28 TO QSFP28 1M CABL DAC CABLE PL-I6	\$217.14	\$434.28

13	Q9Y74AAE	3YR ARUBA CENTRAL 62/29XX F SVCS E-STU PL-N6	\$396.90	\$5,159.70
6	R3K04AAE	3YR ARUBA CENTRAL 84/83/64/54XXSVCS F E-STU PL-N6	\$1,757.70	\$10,546.20

1	PS	Converge Professional Services - Not including travel or expenses	\$15,500.00	\$15,500.00
		SOW with more details to will be provided		

Total Investment: \$246,680.90

				\$/Month
	Pricing Terms and Conditions subject to credit approval			

Anita Nikravan

130 Technology Parkway | Norcross, GA 30092

Main Line: 770-300-4700

www.corus360.comanikravan@corus360.com

Mobile: 805 766 0102

Direct: 678 812 0117

Prepared for: **Erik Wideman**

7/7/22

Ship To: **City of Alpharetta**
2 Park Plaza
Alpharetta, GA 30009

Accepted by:

Date:

7/7/22

Prepared by: Anita Nikravan

Quote Number:

ARBA-CS-070722

valid for thirty (30) days

Payments due in advance, subject to applicable sales and use tax.
Assumes documentation satisfactory in form and substance to Corus360.

Quote Valid from 30 business days from the date listed above.

Corus Reserves the right to modify leadtimes due to distribution and manufacturer leadtimes
1st and Last Months payment Due at Signing

Total Financing Investment >

Notes:

- 1 Payment terms: Cash Net thirty (30) days - Upon approval of credit.
- 2 Unless otherwise specified, shipping/freight will be "pre-pay and add."
- 3 If this purchase is tax exempt, please include a copy of your tax exemption certificate with your P.O.

Please include the following statement in your

Purchase Order: This Purchase Order is being

submitted in accordance with Corus360 Proposal No.

ARBA-CS-070722



STAFF REPORT

Submitting Department: Information Technology

Submitted By: Randy Bundy

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: INFORMATION TECHNOLOGY EQUIPMENT REFRESH 2022-2023

II. RECOMMENDATION:

Approve the request to provide for the annual replacement of technology for all City Departments in FY 2023 in the amount of \$250,000 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: \$250,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Technology Replacement (30117400-542400-C1313)	\$250,000.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

This request is to provide for the annual replacement of technology for all city departments. As in prior years, funding for technology replacement is placed in one capital project account to allow for more efficient management (as opposed to being spread across multiple departments based on an estimate of replacement needs which may or may not equate to the actual need during the fiscal year). The city currently has 433 computers in operation (214 desktops; 219 laptops). The main component of the FY 2023 request includes funding for the replacement of approximately 154 PCs, 80 iPhones, 65 iPads.

Technology will be procured through multiple sources including State Contracts (Dell and Apple products) and the City quote process. The largest portion of this funding will be utilized for Dell computers, which is the standard personal computer platform for the City and is purchased from the State of Georgia technology contract (#99999-SPD-SPD0000161-0004). This provides a consistency of platform for management and operations/maintenance for City services. The City has also standardized the iOS platform for tablets and smart phones in order to provide consistency and the best level of integration and security with City systems. Acquisition will be done in accordance with the City's procurement code.

The current city standards for technology replacement (based on funding availability) are as follows: servers (5-6 years); SANS – Storage (5-6 years); desktop PCs (4 years); laptop PCs (4 years); iPad tablets (3 years); iPhones (3 years); large scale multi-function printers (MFPs) (5-7 years); small scale MFPs (5 years); small printers (3-5 years); desktop UPS (electrical service backup) (3 years); Network UPS (closets) (4 years); Wireless Access Points (5 years); network routers/switched/firewalls (5 years); telephony gateways (5-6 years). Larger replacement initiatives are not included in this appropriation (e.g. CISCO network devices). Refresh of IT equipment is scheduled throughout the fiscal year and is allocated to the most essential needs first.

V. ALTERNATIVES:

NONE

VI. ATTACHMENTS:

FY23 - PCs Refresh

Row Labels	Computers
AIO	18
Desktop - 911	9
Desktop - OptiPlex	2
Desktop - Precision	5
Desktop- - Rack	1
iMac	1
Laptop	95
Laptop - Precision	23
Grand Total	154



STAFF REPORT

Submitting Department: Information Technology

Submitted By: Randy Bundy

Sponsored By:

Meeting Date: July 25, 2022

I. AGENDA ITEM TITLE: RENEWAL OF MICROSOFT AZURE CLOUD SERVICES (IAAS) 2022-2023

II. RECOMMENDATION:

Approve the request to renew and award SHI the Microsoft Azure Cloud Services (IaaS) using Statewide Contract (SWC) 99999-SPD-SPD0000060-003 for Cloud Solutions for all City Departments in FY2023 in the amount of \$320,000 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$320,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Department Operational Budget (IT Professional Services Accounts)	\$320,000.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

This is a request for approval for the Azure Cloud Services - FY2023 renewal.

These cloud services provide a large percentage of our servers and data storage for City of Alpharetta information technology systems. This is a critical part of our hybrid data center infrastructure.

These cloud storage services would be procured through SHI International Corp. under a State of Georgia Contract (99999-SPD-SPD0000060-0003) for Microsoft Cloud Solutions, ensuring the best pricing possible. Funding for these services was included within the operational budget approved by the City Council for FY 2023.

V. ALTERNATIVES:

N/A

VI. ATTACHMENTS:

City of Alpharetta eVerify Microsoft Azure Airnet July 2022, Shi+Software+Extention+2023, NonCompetitiveForm_Submission_981364712 06-30-2022, SHI_DOAS_EXECUTED PA_100319



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

138882

Federal Work Authorization (E-Verify) User Identification Number

Jul 24, 2008

Date of Authorization

SHI International Corp.

Name of Contractor

Azure with Airnet

Name of Project

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

Executed on July, 1, 2022 in Canton (city), GA (state).

Trevor Golden
Signature of Authorized Officer or Agent

Trevor Golden
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn Before Me On This The 1 Day of July, 2022.

Teresa Pantaleon
Notary Public

My Commission Expires: 01/24/2025





CONTRACT AMENDMENT # 11 EXTENSION # 6

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	SHI International Corp.
Contract No.:	99999-SPD-SPD0000060-0003
Solicitation Title/Event Name:	Software
Contract Award Date:	08/13/2012
Current Contract Term:	05/01/2021-04/30/2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to (1) extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/01/2022
End Date of New Contract Term:	04/30/2023

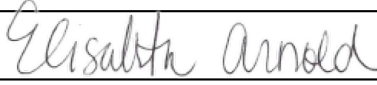
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supercede this Extension

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	SHI International Corp.
Authorized Signature:	
Printed Name and Title of Person Signing:	Elisabeth Arnold - Senior Lead Contracts Specialist
Date:	1/21/2022
Company Address:	290 Davidson Ave., Somerset, NJ 08873

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	3/1/2022
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Form Name:	Non-Competitive Form
Submission Started:	June 30, 2022 9:06 am
Browser:	Chrome 103.0.0.0 / Windows
IP Address:	52.188.121.136
Unique ID:	981364712
Request ID:	#273
Submission Completed:	June 30, 2022 9:36 am
Process Time:	0 day(s), 0 hour(s), 30 minute(s), 35 second(s)
Participant(s):	Randy Bundy
Location:	37.9273, -76.8545

Department	Information Technology
------------	------------------------

Originator's Name	Randy Bundy
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Purchasing Exceptions	Licensed computer software and associated support/maintenance
-----------------------	---

Justification (if needed)	Approve the request to provide Microsoft Azure Cloud Services (IaaS) using the Statewide Contract 99999-SPD-SPD0000060-0003
---------------------------	---

Budgetary Information

Budgeted	Yes
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Fund	General Fund
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Account Name/Project Name	Microsoft Azure Cloud IaaS
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Account #/Project #	10017350-523900
---------------------	-----------------

Subject to Green Ordinance	No
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General Information

Date	06/30/2022
------	------------

Originator's Email	rbundy@alpharetta.ga.us
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Department Director/Designee Name	Randy Bundy
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Department Director/Designee Email	rbundy@alpharetta.ga.us
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Requisition #	???
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Requisition \$	\$320,000.00
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Vendor Name	SHI International Corp.
-------------	-------------------------

Department Director Approval

Name	Randy Bundy
------	-------------

Date/Time	Jun 30, 2022 09:36 AM
-----------	-----------------------

Department Director Approval	Approve
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PARTICIPATING ADDENDUM

Between

SHI International Corporation
(hereinafter "Contractor")

And

Georgia Department of Administrative Services
(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint
Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2488

1. SCOPE

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2488. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions.

This addendum establishes Contractor as a non-exclusive, non-mandatory source of supply for (1) all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissions, institutions and colleges and universities and (2) all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this Addendum shall be referred to collectively as "Purchasing Entities".

This addendum allows for purchase of the following Cloud Solutions:

Software as a Service (SaaS)

Infrastructure as a Service (IaaS)

Platform as a Service (PaaS)

Value Added Services

Additional Value-Added Services

Maintenance Services

Professional Services

- Deployment Services
- Consulting/Advisory Services
- Architectural Design Services
- Statement of Work Services

PARTICIPATING ADDENDUM

Between

SHI International Corporation
(hereinafter "Contractor")

And

Georgia Department of Administrative Services
(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint
Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2488

Partner Services

Training Deployment Services

The above-listed Cloud Services may be obtained from the Service Providers specifically provided for in Appendix A to this Participating Addendum. No Purchasing Entity may purchase Cloud Solutions from a Service Provider who is not listed in Appendix A. No terms and conditions of Service Providers (including but not limited to sub-contractors, resellers, and partners) will be considered binding on the Participating State, a Participating Entity, a Purchasing Entity, or the Contractor other than the terms and conditions attached as an Exhibit to Appendix A. Any documents containing terms and conditions that are in conflict with the terms and conditions or that contain terms and conditions beyond the scope of this Participating Addendum and the documents attached to Appendix A are not binding on the parties. The Participating State may amend Appendix A to add or remove Service Providers as necessary. Amendment of Appendix A must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work is performed by a subcontractor.

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this Addendum only if they are listed in Appendix A and they are not offered on a Mandatory Statewide Contract. In the event they are offered on a Mandatory Statewide Contract, products or services may be procured under this Addendum if a waiver is granted by the Participating State/Entity.

Any obligations placed upon Contractor under the Master Agreement and this Participating Addendum shall also apply to any service provider (including but not limited to resellers, subcontractors, partners, or agents) that provides any product or service under the Master Agreement and this Participating Addendum. Contractor shall also ensure compliance by all service providers (including but not limited to resellers, subcontractors, partners, or agents) of all obligations and requirements set forth under the Master Agreement and this Participating Addendum.

PARTICIPATING ADDENDUM

Between

SHI International Corporation
(hereinafter "Contractor")

And

Georgia Department of Administrative Services
(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint
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2. TERM

The term of this Participating Addendum and State Contract Number: 99999-SPD-T20190814-0002 shall be effective upon the date of final execution below (the "Effective Date") by the State of Georgia through September 15, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. JE
-NC

3. NON-EXCLUSIVE CONTRACT

The contract shall be non-exclusive and shall not in any way preclude the State of Georgia from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

4. PRIMARY CONTACTS

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Joe Raney
Address:	290 Davidson Ave., Somerset, NJ 08873
Telephone:	678-557-4714
Fax:	732-868-6055
Email:	Joe_Raney@SHI.com

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Participating State:	
Name:	Beverly Alexander
Address:	200 Piedmont Avenue, SE Suite 1308, West Tower Atlanta, GA 30334
Telephone:	404-656-5345
Email:	Beverly.alexander@doas.ga.gov

5. PARTICIPATION

This Participating Addendum (and the corresponding NASPO ValuePoint Master Agreement) may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Georgia. Pursuant to O.C.G.A. § 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Purchasing Entities for the goods and services available to Purchasing Entities pursuant to this Addendum. Orders shall be placed individually and from time to time by Purchasing Entities. The execution of this Addendum only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Purchasing Entities are solely and individually financially responsible for their respective purchases. The Addendum does not guarantee any minimum level of purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Executive branch state agencies that are required to use the Georgia Enterprise Technology Services (GETS) for their IT infrastructure must receive prior approval from the Georgia Technology Authority (GTA) before making purchases under this contract. Instructions for the agencies to obtain approval and a list of the relevant agencies are provided in the User Guide for this contract.

With respect to any "Educational Discount Price", offered by Contractor pursuant to this Addendum, the parties agree that the following Purchasing Entities shall be eligible to receive any Educational Discount Price: Board of Regents of the University System of Georgia and all of its colleges and universities, the

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Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, "local school systems" and "local units of administration as those terms are defined by O.C.G.A § 20-2-242, and any other Purchasing Entity identified by the parties as an educational entity.

Contractor acknowledges that Purchasing Entities are a political subdivision of the State of Georgia. The laws of the State of Georgia shall govern this Participating Addendum. Nothing under this Participating Addendum or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity. The Participating State/Entity and Purchasing Entities are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Georgia law.

Purchasing Entities, as a political subdivision of the State of Georgia, may not sign their own Participating Addendum, unless approved by the Chief Procurement Officer of the state where the Purchasing Entities are located.

6. NO THIRD PARTY BENEFICIARIES

Nothing in this Participating Addendum or any purchase orders issued pursuant to this Addendum shall be construed to create a third party beneficiary to this Addendum.

7. ORDER OF PRECEDENCE

- (i) The Participating Addendum ("PA"), including any Amendments and Exhibits attached, A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement;
- (ii) NASPO ValuePoint Master Agreement Terms & Conditions, with the exception of Attachment E, which is hereby deleted;
- (iii) The Solicitation;
- (iv) Contractor's response to the Solicitation, as revised and accepted by the Lead State; and
- (v) A Service Level Agreement or Purchasing Order issued against the Participating Addendum.

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These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Participating Addendum are only those that are expressly accepted by the Participating State and must be in writing and attached to the Participating Addendum as an Exhibit or Attachment. The Participating Addendum language prevails unless a mutually agreed exception has been negotiated. Such exception must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor to a Purchasing Entity. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Participating Addendum shall contain any terms or conditions other than as set forth in the Participating Addendum. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State of Georgia or the Participating Entity. Any refusal by Contractor/Subcontractor to supply any goods or services under this Participating Addendum conditioned upon the State of Georgia or the Participating Entity submitting to any extraneous terms and conditions shall be a material breach of the Participating Addendum and constitute an act of bad faith by the Contractor/Subcontractor. Contractor shall insure that contracts or agreements with subcontractors, agents, partners, and/or resellers, and the performance of services in relation to this Participating Addendum by the same, do not conflict with this Participating Addendum.

8. CHANGES IN CONTRACTOR REPRESENTATION

DOAS requires the assignment of a primary account representative (for each category). The Contractor shall identify by name and location the primary account representative for each awarded category who will be responsible for the performance of the contract. The Contractor must also provide a next in line account representative, that will serve as a back-up for the State. The State requires the Contractor to notify DOAS of any changes in key account representatives, in writing within 10 calendar days of the change.

9. AMENDMENTS

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will

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not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

10. SUB-CONTRACTORS, PARTNERS, RESELLERS

The Contractor and Service Provider shall identify its strategic business partners related to services provided under this contract, including but not limited to, all sub-Contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any Cloud solution and/or operations.

Contractor must ensure that any sub-Contractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. No terms or conditions of the Service Provider (including but not limited to sub-contractors, resellers, and partners), not included in this Participating Addendum, shall be considered binding on the Participating State unless specifically agreed to in writing. Any contractual agreement resulting from this Participating Addendum shall specify that the Contractor is solely responsible for ensuring fulfillment of all requirements of the Master Agreement, this Participating Addendum, and any Service Level Agreements or other customer agreements.

11. RESELLER APPROVAL

Contractors wishing to add a Reseller to the Statewide contract must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Contractor to name additional Resellers, in the best interest of the State, at the State's sole discretion. The Contractor must complete and submit the following forms as part of the State Reseller approval process:

- (i) Sales and Use Tax Form – Populated with Reseller information
- (ii) Debarment Letter – Contractor statement indicating Reseller is not debarred (Federal or State level)
- (iii) E-Verify Form

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- (iv) DOAS Reseller Request/Approval Spreadsheet – Contractor to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Contractor shall specify whether orders must be placed directly with Contractor or may be placed directly with the designated Reseller. Contractor must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Contractors are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Contractor shall be responsible for Reseller performance and compliance with all Contract terms and conditions. Products purchased through Reseller must be reported by the Contractor in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Contractor, in the event, a change in Reseller's status occurs during the Contract term.

12. PURCHASING PROCESS

(i) Statement of Need

A Purchasing Entity or Participating Entity purchasing Cloud Solutions from this Participating Addendum shall create a Statement of Need, each time they desire to purchase Cloud Solutions. The Entity shall issue a detailed Statement of Need to the Contractor(s) who offers the applicable Cloud Solution(s). The State Entity reserves the right to require a specific format, information, and pre-approvals on the Statement of Need Form. At a minimum, the format of the Statement of Need is left to the discretion of the Purchasing Entity or Participating Entity, but forms submitted by entities of the State of Georgia must contain the following:

- a. Current State
- b. Desired Scope
- c. Business Requirements

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- d. Technical Requirements
 - e. Functional Requirements

Upon request, Contractor will assist Purchasing Entities in obtaining cloud service provider contact information and any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum wherever such information and documents have not been made available within the Master Contract. Contractor shall ensure that such agreements and documents contain static terms and that weblinks are not included in the terms of such agreements and documents.

Although certain cloud service provider license agreements, maintenance agreements, and other documents have been included in the Master Agreement, DOAS intends to further negotiate those agreements. Accordingly, DOAS must approve any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum prior to order by a Purchasing Entity that is an entity of the State of Georgia. Contractor is responsible for ensuring that this step takes place and that only agreements approved by DOAS are utilized in conjunction with sales to such Purchasing Entities.

(ii) Proposal

Contractor shall provide the Purchasing Entity with a Proposal addressing the requested Cloud Services. At a minimum, the Proposal will include the following:

- a. Price
- b. Scope – Statement of Work
- c. Conditions, SLAs, Obligations
- d. Additional Terms and Conditions
- e. Timeframe
- f. Exit Process and Cost

(iii) Orders

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Any order placed by an Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

The State instructs Purchasing Entities within the jurisdiction of this Addendum to include the Participating State Contract Number: 99999-SPD-T20190814-0002 and the Master Agreement Number: AR2488 on all purchase orders issued to Contractor. 

Orders will be placed by a Purchasing Entity directly with Contractor or approved sub-Contractor, fulfillment partner, dealer or reseller. The Purchasing Entity may modify Master Agreement or Participating Addendum terms and conditions relating to Purchasing Entity's specific order through an Order Agreement, which must be signed by both the Purchasing Entity and Contractor. An Order Agreement shall be between the signing Purchasing Entity and the Contractor, and shall not be interpreted to diminish, change, or impact any other Order Agreement entered with a separate Purchasing Entity. An Order Agreement shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and shall not diminish, change, or impact the rights of DOAS with regard to DOAS's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and Participating Addendum.

The State of Georgia constitution prohibits State entities from pledging the State's credit. Accordingly, entities of the State of Georgia may only be obligated for the amount indicated in a purchase order executed by the state entity. Contractor shall ensure that all sales to entities of the State of Georgia and any supplemental agreements comply with the provisions of the January 6, 2017 memo "Contracting with the Georgia Department of Administrative Services located at http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/Contracting_With_DOAS.pdf as well as any subsequent revisions to such memo.

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Contractor shall ensure that all sub-Contractors providing services under this agreement executes the appropriate e-verify affidavit located at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html

Orders for State Agencies, Departments, Boards, Bureaus, Commissions, Universities, and Schools (collectively "State Entities") shall include the Statement of Need and Statement of Work (accepted Contractor Proposal). It is the responsibility of the Contractor to ensure orders from State Entities include required documents.

For orders greater than \$100,000 in the first year or orders involving FISMA (Federal Information Security Management Act) Moderate or High data, Supplier will provide, for informational purposes only, a copy of the order to a designated DOAS/GTA contact person. The purpose is to assure that organizations are complying with applicable policies, statutes, and guidelines.

The State is not liable for any costs incurred by Contractors prior to entering into a formal contract or any order that does not meet the minimum requirements.

(iv) Payment: Payment terms shall be as specified in the Proposal and Invoice.

- a. Invoices. Invoices for payments must be submitted by the Contractor to the Purchasing Entity requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Purchasing Entity, and no action by the Purchasing Entity, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.
- b. Inspection and Approval. Final inspection and approval of all work required under the contract shall be performed by the designated Purchasing Entity officials. Payments

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shall not be made until contractual deliverable(s) are received and accepted by the Purchasing Entity.

- c. **Payment.** Purchasing Entity will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the Participating Entity. Payment will be made by the responsible Purchasing Entity. In no event, shall the Purchasing Entity be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.
- d. **Travel Expenses.** Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the Purchasing Entity. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State, available here: <https://sao.georgia.gov/state-travel-policy>.
- e. **Responsibility for Taxes:** The State of Georgia and its agencies shall not be responsible for, or indemnify a Contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Participating Addendum.
- f. **Federal Funds.** Payments under this Contract may be made from federal funds obtained by the State. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements. Participating entities may include additional contract terms and conditions with their PO's that incorporate language required by federal grant conditions.

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13. PROFESSIONAL/TECHNICAL (P/T) SERVICES

Professional/Technical Services **must** be within the scope of services available through the Master Contract. Purchasing Entities may require retainage as specified in their individual Order Agreements or Purchase Orders.

14. OWNERSHIP IN INTELLECTUAL PROPERTY

The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

15. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders, Order Agreements, or purchase orders may be terminated as follows:

(i) Termination for Cause

- a. If, for any reasons, or through any cause, the Contractor or Subcontractor fails to fulfill in timely and proper manner his obligations, or if the Contractor or Subcontractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Purchasing Entity shall have the right to terminate any outstanding order by giving written notice to the Contractor and Subcontractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Participating Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory

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work completed on such documents and other materials that are usable to the Purchasing Entity.

(ii) Termination for Convenience

- a. A Purchasing Entity may terminate an order at any time by giving written notice of such termination to the Contractor and the Subcontractor and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Purchasing Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials that are usable to the Purchasing Entity.

(iii) Immediate Termination

- a. A Purchasing Entity may immediately terminate an order pursuant to the terms of Paragraph 16 of this Participating Addendum.

16. TERMINATION OF PARTICIPATING ADDENDUM

The following provisions relating to termination shall be added to Paragraph 7 of the Master Agreement entitled "Termination":

Termination for Non-appropriation: Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Participating Addendum will terminate immediately and absolutely if DOAS or the Purchasing Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that DOAS or the Purchasing Entity cannot fulfill its obligations under the Statewide Contract, which determination is at DOAS and/or Purchasing Entity's sole discretion and shall be conclusive. A termination made pursuant to these terms is not a termination for convenience and will not be treated as such.

Immediate Termination DOAS may terminate the Participating Addendum for any one or more of the following reasons effective immediately without advance notice:

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- a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - b. DOAS determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - c. The Contractor fails to comply with confidentiality laws or provisions.

In any termination event, in addition to data transition, Contractor shall allow the Purchasing Entity to transition accounts, licenses, and technical configurations, to a new provider at no additional cost other than those detailed in the original customer agreement. This includes, but is not limited to third party cloud hosting accounts. Specific data removal and transition information is available and provided by the unique technology partners. This data removal and transition information shall adhere to the contract terms of the Master Agreement and this Participating Addendum.

Survival: The following provisions shall survive termination or expiration of the Participating Addendum: Section 17 (Indemnification), Section 19 (Security and Data Protection), Section 23 (Arbitration, Indemnification, Damages, Warranties), and Section 24 (Security and Data Protection).

Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of a service level agreement and whose performance and payment time frames extend beyond the duration of this Participating Addendum and/or the Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). To the extent that any agreements extend beyond the duration of this Participating Addendum and/or the Master Agreement, the terms and conditions in this Participating Addendum and the Master Agreement, as well as the terms and conditions of any written service level agreements or purchasing orders, will remain in effect through the time frame in the written agreement, or until the written agreement is terminated. No new leases, maintenance, or other agreements for services may be executed after the Master Agreement has expired or after this

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Participating Addendum has expired or been terminated. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements shall not be considered "new."

17. INDEMNIFICATION

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- (i) The Master Agreement's Indemnification (Section 13, subpart a) provision controls. The Master Agreement's Limitation of Liability clause (Section 13, subpart c) is deleted and replaced with the following:

The limit of liability shall be as follows:

- a. Contractor's liability for any claim, loss or liability arising out of, or connected with the products or services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the products or services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) five million dollars (\$5,000,000) per purchase by a Purchasing Entity, whichever is greater, except to the extent resulting from Contractor's recklessness, bad faith, or intentional misconduct.
- b. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others. For purposes of clarity, damages relating to data breach are considered to be direct damages.
- d. The limitations of liability will not apply to claims for bodily injury or death as set forth in Section 13 and Section 30 under the Master Agreement, when made applicable under a specific Purchase Order. The limitations of liability shall not apply to damages due to data breach either by Contractor, including those related to any solution or services provided by Contractor.

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Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to indemnify Contractor or any third parties. Any term or conditions otherwise is null and void.

- (ii) **Coordination of Defense.** In connection with indemnification of a Purchasing Entity or DOAS, when a Georgia state entity is a named defendant in any lawsuit, the defense of the Georgia state entity shall be coordinated by the Attorney General of Georgia. The Attorney General of Georgia may, but has no obligation to, authorize Contractor to control the defense and any related settlement negotiations; provided, however, that, in such event, Contractor shall not agree to any settlement of claims against the State of Georgia without first obtaining a concurrence from the Attorney General of Georgia. If the Attorney General of Georgia does not authorize sole control of the defense and settlement negotiations for Contractor, Contractor shall be granted authorization to participate in any proceeding related to this section; provided however notwithstanding anything of the contrary herein, Contractor shall continue to be obligated to indemnify the participating entity and, to the extent applicable, any and all purchasing entities, in accordance with and to the extent Contractor provides such indemnity under this Master Agreement.

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18. Section 31 of the Master Agreement is amended to include the following provision:

Service Provider Disclaimers of Warranties Invalid. Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.

Warranty of Security: Unless otherwise agreed in writing, the Contractor and all Service Providers, including but not limited to sub-contractors, resellers, and partners, will not perform any of the services outside of the United States, and the Contractor will not allow any State of Georgia data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than twenty-four (24) hours following discovery of the breach of any unauthorized access of data occurs.

Indemnification (Breach of Warranty of Security): The Contractor agrees to defend, indemnify, and hold harmless the State of Georgia, the Participating Entities, and any officers, directors, or employees of such for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period following the breach.

19. SECURITY AND DATA PROTECTION. The Contractor is responsible for the security and protection of the Purchasing Entity's data. The terms, conditions, and provisions of this Security and Data Protection section apply in addition to any terms, conditions and provisions of the Master Agreement related to security and data protection. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of this Purchasing Addendum.

(i) The following terms are added to the Master Agreement at Exhibit 1, Software as a Service:

a. Application Security Audits and Remediation. Contractor will audit, at the application level the security of the systems and processes used to provide any and all Cloud Computing or Hosting Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with the initial year of the Contract; (2) will be performed according to Statement on Standards for Attestation Engagements ("SSAE") 18 Service Organization Control ("SOC") 1 or 2, International Organization for Standardization ("ISO")

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27001, or FedRamp; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ('Contractor Audit Report'), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Georgia Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide the State a copy of the current Contract Vendor Audit Report. If the Contractor Audit Report is of or involves a third party's IT environment, the State may be required to execute a non-disclosure agreement with the third party.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Vendor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by the Contractor, in a commercially reasonable timeframe.

b. Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the Open Web Application Security Project (OWASP) 10.

(ii) Insurance and Liability. Contractor shall maintain the insurance described in the Standard Insurance Requirements section, below.

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Notwithstanding any limitation of liabilities in the Participating Addendum, the Contractor shall be liable for damages to the extent such damages are within the insurance limit. For purposes of clarification, the foregoing sentence shall in no way limit the Contractor's liability.

- (iii) Subcontractors. Contractor agrees that no State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under the Participating Addendum that apply to Contractor with respect to such data.
- (iv) Compliance with Data Privacy and Security Laws and Standards. In addition to the requirements of the Master Contract, Contractor shall comply with all applicable State and Federal data privacy and data security laws, rules, and regulations, including the following.

Any work performed by Contractor shall comply with relevant requirements of the Participating State's Enterprise Architecture and Georgia Information Technology Standards, if such entity is under the purview of the Georgia Technology Authority. These standards may be found at <https://gta.georgia.gov/psg/>.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPPA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPPA Privacy Rule, HIPPA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3 dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor agents, employees, and subcontractors that have or will have access to Criminal Justice information ("CJI").

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Contractor acknowledges that for the purposes of this Participating Addendum when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interest" in the State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use Ordering Entity data only for the purpose of fulfilling duties under the Contract and will not monitor or share such data with or disclose it to any third party except as provided for in this Participating Addendum, as required by law, or as authorized in writing by the Ordering Entity. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Participating Addendum, or as required by law, or authorized in writing by the Purchasing Entity.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor").

- (v) Business Continuity and Backups. Contractor shall ensure that the State's designated recovery timelines are met. Contractor shall have written business continuity and disaster recovery plans that define roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Participating Addendum shall be maintained in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

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20. PUBLIC RECORDS

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution. Contractor gives DOAS, the Purchasing Entities, and the State of Georgia express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. DOAS, the Purchasing Entities, and/or the State Georgia will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

21. STANDARD INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

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The Contractor is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all Sub-Contractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
- 3) Automobile Liability

Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract	
Combined Single Limit	\$1,000,000
- 4) Errors and Omissions Limit \$2,000,000
- 5) Commercial Umbrella Limit \$2,000,000.

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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of an executed Participating Addendum, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the Contract Number: 99999-SPD-T20190814-0002. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

22. INDIVIDUAL CUSTOMER

Each State entity and political subdivision, as a Purchasing Entity, that purchases products/services shall be treated as individual customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any

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indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity or Purchasing Entity individually.

23. ARBITRATION, INDEMNIFICATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to binding arbitration. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law. Further, the State of Georgia does not agree to pay attorney fees, costs, or late payment charges. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's sub-Contractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of preference.

24. STATE OF GEORGIA ePAYABLE/PURCHASING CARD PROGRAM

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Contractor agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Purchasing Entity for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Purchasing Entities to facilitate electronic payment by DOAS and Purchasing Entities to the Contractor.

All purchases made by Purchasing Entities' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Purchasing Entity representative to provide the Purchasing Entity's tax identification number as needed at the point of sale.

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The Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Purchasing Entities, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

25. ADMINISTRATIVE FEE AND SALES REPORTING SUBMISSION

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 2.00 percent (%) for a duration of 1 (one) year. After the initial duration of 1 year, parties will assess the 2% administrative fee amount and determine if a modified administrative fee is justified. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Purchasing Entities wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

- (i) Quarterly Sales Report. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

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<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i><u>October 20th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i><u>January 20th</u></i>	<i><u>February 15th</u></i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i><u>April 20th</u></i>	<i><u>May 15th</u></i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i><u>July 20th</u></i>	<i><u>August 15th</u></i>
			30 DAYS FOLLOWING TERMINATION OF SWC

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

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- (ii) Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours upon written notice. In the event of a need to apply an audit review, the State will work with SHI regarding applicable time frames. Audit shall be limited to records in connection with DOAS only. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses material incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. DOAS shall deliver a copy of its Audit findings to Contractor and Contractor shall have reasonable opportunity to review and dispute such findings. Evidence of criminal conduct will be turned over to the proper authorities.

In no event, shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all non-disputed Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- (iii) Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise

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collection and reporting requirements in conjunction with implementation of an on-line procurement system.

- (iv) Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$(\text{Administrative Fee Amount Due}) \times (18\%) = X$

$X / 365 \text{ (366 for leap years)} = Y$

$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

26. QUARTERLY BUSINESS REVIEW MEETINGS

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The Contractor must participate in Quarterly Business Review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Contractor service "scorecard."

27. COMPLIANCE WITH THE LAW

The Contractor, its employees, agents, and sub-Contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as sub-Contractors or Contractors. The Contractor, its employees, agents and sub-Contractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. Further, Contractor represents that Contractor complies with and will continue to comply with O.C.G.A. § 21-5-76. The laws of the State of Georgia shall govern this Participating Addendum.

28. CERTIFICATION REGARDING SALES AND USE TAX

By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The

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Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

29. DRUG-FREE WORKPLACE

The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any sub-Contractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Sub-Contractor's Name) certifies to the Contractor that a drug-free workplace will be provided for the sub-Contractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or

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- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

30. ASSIGNMENT

Neither Party may, nor will it have the power to, assign or novate this Participating Addendum with the consent of the other.

31. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

32. AGREEMENT

This Participating Addendum together with its exhibits and/or amendments and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum together with its exhibits and/or amendments and the Master Agreement, together with its exhibits and/or amendment shall not be added to or incorporated into this Participating Addendum together with its exhibits and/or amendments or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise (except as required by Purchasing Entities in order to utilize specific funds for a procurement), and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By signing below, Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2488, at prices equal to or lower than the prices on the contract.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor: SHI International Corp.	Participating Entity: Georgia Department of Administrative Services
Signature: 	Signature: 
Name: Natalie Castagno	Name: Lisa Eason
Title: Director of Contracts & RFPs	Title: Deputy Commissioner, State Purchasing Division
Date: 10/2/19	Date: 10-3-19



CITY COUNCIL EXECUTIVE SESSION

JULY 25, 2022

DURING THE CITY COUNCIL MEETING RECESS
ALPHARETTA CITY HALL
FIRST FLOOR EXECUTIVE CONFERENCE ROOM - 121
2 PARK PLAZA

- I CALL TO ORDER
- II ROLL CALL
- III LITIGATION
- IV ADJOURNMENT