



CITY COUNCIL MEETING & PUBLIC HEARING MAY 15, 2023

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 5/1/2023)**
Consideration of approval of the City Council meeting minutes from the meeting of May 1, 2023.
 - B. **Alcoholic Beverage License Applications**
Consideration of approval of the following alcoholic beverage license applications:
 1. **PH-23-AB-09 SRB Management GA, Inc., d/b/a Slurpin' Ramen Bar, 11770 Haynes Bridge Road #101, Alpharetta, GA 30009**
Restaurant
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: SRB Management GA, Inc.
Registered Agent: Han Joo Sohn
 2. **PH-23-AB-07 Roaring Social - Alpharetta, LLC, d/b/a Roaring Social, 35 Milton Avenue, Alpharetta, GA 30009**
Change in Ownership
Establishment within a Hotel
Consumption on Premises
Distilled Spirits, Beer & Wine
Owner: Roaring Social - Alpharetta, LLC
Registered Agent: Michael Sard
 - C. **Financial Management Report (Month Ending March 31, 2023)**
Approval of the Financial Management Report for the month ending March 31, 2023.
5. **NEW BUSINESS**
 - A. **Substitute City Solicitor Employment Agreement: Joseph Cusack**
Consideration of approval of an Employment Agreement by and between the City of Alpharetta, Georgia and Joseph Cusack, as Substitute City Solicitor
 - B. **Substitute City Solicitor Employment Agreement: Margaret Benson**
Consideration of approval of an Employment Agreement by and between the City of Alpharetta, Georgia and Margaret Benson, as Substitute City Solicitor.
 - C. **Swearing-in of Substitute City Solicitors**
If the foregoing employment agreements are approved, Mayor Gilvin will swear in Joseph Cusack and Margaret Benson to serve as Substitute City Solicitors.
 - D. **Contract Award: ITB # 23-006 Mid Broadwell Park Site Improvements**
Consideration of approval of the award of ITB 23-006 for Mid Broadwell Park Site Improvements to Tri Scapes, Inc. in an amount not to exceed \$392,020.83 and authorize the Mayor to execute all necessary documents
6. **WORKSHOP ITEMS (IF NECESSARY)**

A. Fiscal Year 2024 Budget: Operating Initiatives

Presentation and discussion of the proposed operating initiatives for the Fiscal Year 2024 Budget, if needed.

B. FY 2024 Budget: Capital Initiatives

Presentation and discussion of the proposed capital initiatives for the Fiscal Year 2024 Budget, if needed.

7. PUBLIC COMMENT

8. REPORTS

9. EXECUTIVE SESSION (IF NECESSARY)

10. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: May 15, 2023

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 5/1/2023)

Consideration of approval of the City Council meeting minutes from the meeting of May 1, 2023.

STAFF RECOMMENDATION:

Approve the City Council meeting minutes from the meeting of May 1, 2023, as part of the consent agenda.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Meeting & Public Hearing on May 1, 2023.

ALTERNATIVES:

Do not approve the May 1, 2023 City Council Meeting Minutes.

ATTACHMENTS:

1. CC Minutes 5.1.2023



City Council Meeting & Public Hearing

MAY 1, 2023

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COMMUNITY ROOM | 2 PARK PLAZA | 6:30 PM

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

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

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Adam Montgomery, Interim Director of Information Technology
- Cris Randall, Director of Human Resources
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Parks, Recreation, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Thomas Harris, Director of Finance

- Lance Morsell, Economic Development Manager

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: Public Service Recognition Week

- Mayor Gilvin presented the 2023 Public Service Recognition Week Proclamation to Human Resources Director, Cris Randall, on behalf of all city employees.

B. Presentation: First Responder Appreciation for Saving

- Mayor Gilvin and Council Member Will gave appreciation to two Lifetime Fitness employees who saved Don Milich by performing CPR and using an AED after he went into cardiac arrest while he was swimming laps at the Lifetime Pool. Mayor Gilvin also acknowledged the first responders who arrived and helped save Mr. Milich.

V. BOARDS & COMMISSIONS

A. Swearing-in of Board and Commission Members

- Mayor Gilvin swore in Rex Grizzle and Bob Burgess of the Historic Preservation Commission.

VI. CONSENT AGENDA

A. Council Work Session Minutes (Meeting of 4/17/2023)

Consideration of approval of the City Council Work Session minutes from the Work Session on April 17, 2023.

B. City Council Meeting Minutes (Meeting of 4/17/2023)

Consideration of approval of the City Council meeting minutes from the meeting of April 17, 2023.

C. City Council Meeting Minutes (Meeting of 4/24/2023)

Consideration of approval of the City Council meeting minutes from the meeting of April 24, 2023.

D. Conflict Waiver: Development Authority and the City of Alpharetta for the Jobs Creation Grant

Consideration of approval of a 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 and authorize the Mayor to execute all documents.

E. Conflict Waiver: Development Authority and the City of Alpharetta for Tech Alpharetta Funding

Consideration of approval of a Conflict Waiver regarding Jarrard & Davis, LLP joint representation of the City of Alpharetta and the Development Authority of Alpharetta related to an arrangement for the partial funding of Tech Alpharetta and authorize the Mayor to execute all documents.

- Mayor Pro Tem Merkel requested that the Council Work Session Minutes and Council Meeting Minutes from the April 17, 2023 meeting be removed due to his absence.

PUBLIC COMMENTS

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the Consent Agenda, consisting of items C through E.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).
- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda, consisting A and B.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0-1; as Mayor Pro Tem Merkel abstained).

VII. PUBLIC HEARING

A. Z-23-01 23-01/V-23-03 KJ Luxury Homes/1580 Mayfield Road

Consideration of a rezoning and variances to allow for the construction of 5 'For-Sale' single-family detached homes on 5.66 acres. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale', Residential) and variances are requested to reduce the right-of-way width of a local street from 50' to 44' and to have a sidewalk on 1 side of the street. The property is located at 1580 Mayfield Road and is legally described as being located in Land Lots 1057 and 1104, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- This item was considered at the 1/5/2023 Planning Commission meeting. Staff recommended approval subject to 15 conditions. There were several public comments with concerns over stormwater runoff impacting adjacent lots on septic, property should be limited to minimum 1 acre lots, close proximity of stormwater pond to Gransley, and density too high. After discussion, the Planning Commission made a motion to recommend approval, but the motion failed 3-4. The item is forwarded to the City Council without a recommendation.
- The applicant revised the site layout in response to concerns voiced by residents and the HOAs in Harrington Falls and Gransley. The number of lots on the site plan was reduced from seven (7) to five (5) lots and the applicant provided a list of conditions that they were agreeable to, including limiting the plan to no more than 5 lots, providing buffers adjacent to Harrington Falls and Gransley, providing an earthen detention pond, fencing and landscaping the detention pond, requiring side-entry garages, providing

sanitary sewer access to off-site homes adjoining the property, and providing similar street lights and street furniture to Harrington Falls.

- This item was considered at the 3/27/2023 City Council meeting. The applicant requested consideration of a postponement to allow the applicant and Staff time to consider the conditions of zoning requested from the adjacent neighborhoods. The City Council approved the postponement for a minimum of 30 days and allowing the Director to decide whether or not the item should be sent back to the Planning Commission for a recommendation.
- Staff has reviewed the applicant's proposal against the established review criteria for a rezoning and variance. The proposed rezoning is consistent with the future land use designation of the property, as well as the existing use of adjacent and nearby properties. The R-22 zoning district matches the future land use designation of the property and the development regulations are compatible with the narrow shape of the property. The developer secured a letter of support from Harrington Falls Community Association, which includes fourteen (14) conditions that would benefit both Harrington Falls and Gransley. If approved, it is recommended that the developer make reasonable efforts to tie directly to an existing offsite pipe. If direct tie in is unavailable, daylighting the pond outfall pipe shall be done at least 30' from the property line.
- The property has a narrow shape. The requested variances to reduce the local street width and allow a sidewalk on one (1) side of the street would allow the applicant to provide landscape buffers adjacent to Gransley and Harrington Falls, of which a buffer is not required by Code.
- If Z-23-01 23-01/V-23-03 KJ Luxury Homes/1580 Mayfield Road is approved, staff recommends that Mayor and Council add the following conditions:
 1. The site, consisting of approximately 5.66 acres, shall be zoned R-22 and developed substantially similar to the site plan prepared by ACR Engineering, Inc., revised 2/6/2023, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Home elevations shall be substantially similar to the submitted photographs, labeled Exhibit A – Home Photographs, with final approval by Staff. No more than 50% of homes shall have siding as the primary (more than 50%) material on the front façade. Homes shall have 3-sided architecture, materials and details, as approved by Staff.
 3. Developer shall improve Mayfield Road frontage with a minimum 6' planter planted with street trees, minimum 6' sidewalk and decorative pedestrian lighting, as approved by Staff.
 4. Local street shall have a 44' right-of-way width and sidewalk on one side of the street. Local street shall be private and maintained by the HOA.

5. Minimum 20' decorative landscape strip shall be provided along Mayfield Road, consisting of trees, shrubs and ground cover, as approved by Staff. Landscape strip shall include a decorative brick or stone wall (similar to Gransley or Harrington Falls entrance) or berm and landscaping shall include a mix of evergreen and deciduous material.
6. Unfinished wood fences and decks shall not be visible from Mayfield Road.
7. Trees shall be preserved as depicted on the plan prepared by ACR Engineering, Inc., revised 2/6/2023. Existing trees shall be saved in the buffers adjacent to Harrington Falls and Gransley where not in conflict with site balancing and utility installation.
8. Developer shall identify and save additional tree groupings and/or trees of quality, as approved by Staff.
9. Developer shall remove exotic and invasive trees and shrubs within tree save areas and replant where sparse, as approved by Staff.
10. Developer shall address stormwater as follows:
 - a) Developer shall make reasonable efforts to tie directly to an existing offsite pipe including obtaining easements and agreements from the neighboring property. If direct tie in is unavailable, daylighting the pond outfall pipe shall be done at least 30 feet from the property line.
 - b) If release to the north into the pipe in Gransley, developer shall size release rates at or below the existing flow rates to this location and shall provide a detailed analysis of the Gransley pond to show no adverse impacts of releasing in this direction.
11. All impervious improvements on individual lots shall drain to the detention pond. As approved by staff, to the maximum extent practicable and based on hydrology study and grading plans, runoff from backyards of homes shall be directed through berm, swale, wall, pipe or other means of diverting sheet flow to the detention ponds or directly to existing offsite pipes if easements can be obtained.
12. Utility structures, headwalls, retaining walls, etc. shall be finished with decorative stone, if visible from Gransley or Harrington Falls.
13. No more than 1 residential unit shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

Harrington Falls Community Association conditions accepted by the developer:

14. The subject property may be developed into no more than 5 lots.
15. The detention pond on the north side of the subject property must be an earthen berm-style pond.

16. Any detention pond for the subject property must be fenced and landscaped, in accordance with City of Alpharetta regulations. Such fence shall be decorative and “see-through” and not an opaque, wooden fence.
17. Developer shall install a 10-foot-wide evergreen buffer along its boundary with Harrington Falls Subdivision, with plantings approved by the City of Alpharetta. An irrigation system for this buffer shall also be installed.
18. Developer shall install a 15-foot-wide evergreen buffer along its boundary with the Gransley Subdivision, which is the community adjoining the north and eastern boundary of the subject property, with plantings approved by the City of Alpharetta. An irrigation system for this buffer shall also be installed.
19. Conditioned upon the grant of permission from the owner of Lot 1 of Gransley Subdivision, at the time of land disturbance, Developer shall remove pine trees from behind Lot 1 of Gransley Subdivision and replant with buffer plantings approved by the City of Alpharetta.
20. No two homes within the development may be identical. The Developer shall use a variety of techniques to avoid the monotonous appearance of homes, such as differing color schemes, architectural styles, exterior building materials, and offset front building planes. By way of example only, no two homes situated next to each other can have the same predominate color scheme.
21. All homes in the development shall have a minimum two-car, side entry garage, but may also have an additional front-entry, carriage-style garage so long as side-entry garages are provided.
22. Street lights and street furniture shall be similar to and complementary to that in Harrington Falls.
23. Developer shall construct and maintain a landscaped entrance area with an externally lit entrance monument sign. An irrigation system for this entrance area shall also be installed.
24. Subject to approval by the City of Alpharetta, Developer shall construct and install, at its cost, a sidewalk on Mayfield Road connecting the existing sidewalk along the frontage of Harrington Falls to the existing sidewalk along the frontage of Gransley Subdivision.
25. Subject to approval by the City of Alpharetta, Developer shall install a traffic mirror on the south side of Mayfield Road to facilitate vehicle movements from Harrington Falls onto Mayfield Road.
26. The detention pond at the subject property shall be constructed pursuant to best management practices (BMP) and in accordance with all applicable laws, codes, regulations, ordinances, and rules.

27. The stormwater runoff detention system shall be designed and installed so that the Post-Development Discharge from the subject property shall not exceed 95% of the Pre-Development Discharge for a 100-year storm event.

- The submitted request, if approved, will allow for the construction of a five (5)-lot 'For-Sale' single-family detached subdivision on 5.66 acres. The proposed density is 0.88 dwelling units per acre. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale' Residential) and variances are requested to reduce the right-of-way width of a local street from 50' to 44' and to allow a sidewalk on one (1) side of the local street. The subject property is located at 1580 Mayfield Road on the north side of Mayfield Road between Gransley and Harrington Falls subdivisions.
- The property is developed with a single-family detached home and several outbuildings. Surrounding properties are zoned AG to the north, east, south and west. Harrington Falls subdivision and a twenty-three-foot (23') strip of land are located to the west, Gransley subdivision is located to the north and east, and an unplatted lot with a single-family detached home is located to the south. The comprehensive land use plan designation of the property is 'Very Low Density Residential', which allows the applicant's proposal.
- Variances are requested to reduce the right-of-way width of a local street from 50' to 44' and to allow a sidewalk on one (1) side of the local street. The proposed 44' right-of-way width matches the width of the local street in the adjacent Gransley subdivision. Homes are only proposed on the west side of the street. Elimination of the sidewalk on the east side of the street allows the applicant to provide a landscape buffer adjacent to Gransley subdivision, which is not required by Code but would help screen the proposed development
- Access to the property is proposed from Mayfield Road. Lots are oriented interior to the site along a new private local street. A five-foot (5') sidewalk and five-foot (5') planter are depicted along the west side of the private street.
- A 65' setback is provided along Mayfield Road and a 35' front setback is provided along the new private street. A twenty-foot (20') landscape strip is depicted along Mayfield Road and a ten-foot (10') landscape strip is depicted along the private street. Although buffers are not required between residential developments, a ten-foot (10') landscape buffer is proposed adjacent to Harrington Falls and a fifteen-foot (15') landscape buffer is proposed adjacent to Gransley.
- Approximately 80 trees are depicted to be saved, of which one (1) is a specimen tree.
- The proposed project, consisting of five (5) single-family detached homes, would generate approximately four (4) AM Peak Hour trips and five (5) PM Peak Hour trips.
- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 1 – 7 school age children. Numbers provided

by Fulton County Schools show that Northwestern Middle School and Milton High School are currently over capacity.

- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that the applicant was contacted by nearby residents with concerns over comparable lot sizes and homes. In addition, the applicant coordinated with a resident in Gransley and the Harrington Falls Community Association to address their concerns. The applicant agreed to fourteen (14) conditions to gain support from the adjacent subdivisions.
- The Community Zoning Information Meeting was held on December 14, 2022. There were several members of the public interested in the applicant's request, but no public comments were provided on the sign-in sheet.
- Ethan Underwood (attorney with Miles Hansford & Tallant) came forward to speak on behalf of the applicant, Kamran Jalali.

PUBLIC COMMENTS

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-23-01 23-01/V-23-03 KJ Luxury Homes/1580 Mayfield Road, subject to the following conditions:
 1. The site, consisting of approximately 5.66 acres, shall be zoned R-22 and developed substantially similar to the site plan prepared by ACR Engineering, Inc., revised 2/6/2023, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Home elevations shall be substantially similar to the submitted photographs, labeled Exhibit A – Home Photographs, with final approval by Staff. No more than 50% of homes shall have siding as the primary (more than 50%) material on the front façade. Homes shall have 3-sided architecture, materials and details, as approved by Staff.
 3. Developer shall improve Mayfield Road frontage with a minimum 6' planter planted with street trees, minimum 6' sidewalk and decorative pedestrian lighting, as approved by Staff.
 4. Local street shall have a 44' right-of-way width and sidewalk on one side of the street. Local street shall be private and maintained by the HOA.
 5. Minimum 20' decorative landscape strip shall be provided along Mayfield Road, consisting of trees, shrubs and ground cover, as approved by Staff. Landscape strip shall include a decorative brick or stone wall (similar to Gransley or Harrington Falls entrance) or berm and landscaping shall include a mix of evergreen and deciduous material.

6. Unfinished wood fences and decks shall not be visible from Mayfield Road.
7. Trees shall be preserved as depicted on the plan prepared by ACR Engineering, Inc., revised 2/6/2023. Existing trees shall be saved in the buffers adjacent to Harrington Falls and Gransley where not in conflict with site balancing and utility installation.
8. Developer shall identify and save additional tree groupings and/or trees of quality, as approved by Staff.
9. Developer shall remove exotic and invasive trees and shrubs within tree save areas and replant where sparse, as approved by Staff.
10. Developer shall address stormwater as follows:
 - a) Developer shall make reasonable efforts to tie directly to an existing offsite pipe including obtaining easements and agreements from the neighboring property. If direct tie in is unavailable, daylighting the pond outfall pipe shall be done at least 30 feet from the property line.
 - b) If release to the north into the pipe in Gransley, developer shall size release rates at or below the existing flow rates to this location and shall provide a detailed analysis of the Gransley pond to show no adverse impacts of releasing in this direction.
11. All impervious improvements on individual lots shall drain to the detention pond. As approved by staff, to the maximum extent practicable and based on hydrology study and grading plans, runoff from backyards of homes shall be directed through berm, swale, wall, pipe or other means of diverting sheet flow to the detention ponds or directly to existing offsite pipes if easements can be obtained.
12. Utility structures, headwalls, retaining walls, etc. shall be finished with decorative stone, if visible from Gransley or Harrington Falls.
13. No more than 1 residential unit shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

Harrington Falls Community Association conditions accepted by the developer:

14. The subject property may be developed into no more than 5 lots.
15. The detention pond on the north side of the subject property must be an earthen berm-style pond.
16. Any detention pond for the subject property must be fenced and landscaped, in accordance with City of Alpharetta regulations. Such fence shall be decorative and "see-through" and not an opaque, wooden fence.

17. Developer shall install a 10-foot-wide evergreen buffer along its boundary with Harrington Falls Subdivision, with plantings approved by the City of Alpharetta. An irrigation system for this buffer shall also be installed.
18. Developer shall install a 15-foot-wide evergreen buffer along its boundary with the Gransley Subdivision, which is the community adjoining the north and eastern boundary of the subject property, with plantings approved by the City of Alpharetta. An irrigation system for this buffer shall also be installed.
19. Conditioned upon the grant of permission from the owner of Lot 1 of Gransley Subdivision, at the time of land disturbance, Developer shall remove pine trees from behind Lot 1 of Gransley Subdivision and replant with buffer plantings approved by the City of Alpharetta.
20. No two homes within the development may be identical. The Developer shall use a variety of techniques to avoid the monotonous appearance of homes, such as differing color schemes, architectural styles, exterior building materials, and offset front building planes. By way of example only, no two homes situated next to each other can have the same predominate color scheme.
21. All homes in the development shall have a minimum two-car, side entry garage, but may also have an additional front-entry, carriage-style garage so long as side-entry garages are provided.
22. Street lights and street furniture shall be similar to and complementary to that in Harrington Falls.
23. Developer shall construct and maintain a landscaped entrance area with an externally lit entrance monument sign. An irrigation system for this entrance area shall also be installed.
24. Subject to approval by the City of Alpharetta, Developer shall construct and install, at its cost, a sidewalk on Mayfield Road connecting the existing sidewalk along the frontage of Harrington Falls to the existing sidewalk along the frontage of Gransley Subdivision.
25. Subject to approval by the City of Alpharetta, Developer shall install a traffic mirror on the south side of Mayfield Road to facilitate vehicle movements from Harrington Falls onto Mayfield Road.
26. The detention pond at the subject property shall be constructed pursuant to best management practices (BMP) and in accordance with all applicable laws, codes, regulations, ordinances, and rules.
27. The stormwater runoff detention system shall be designed and installed so that the Post-Development Discharge from the subject property shall not exceed 95% of the Pre-Development Discharge for a 100-year storm event.

- Council Member Mitchell seconded the motion.

- The motion was approved unanimously (7-0).

VIII. NEW BUSINESS

A. Fifth Amendment to Intergovernmental Agreement: Alpharetta Development Authority Local Jobs Grant Program

Consideration of approval of the Fifth Amendment to the Intergovernmental Agreement for the Alpharetta Jobs Creation Grant Program for the period July 01, 2023, through June 30, 2024 and authorize the Mayor to execute all necessary documents.

- Economic Development Manager, Lance Morsell, came forward to present this item.
- As a means of incentivizing business location and expansion and the hiring of Alpharetta residents for jobs created through such business location and expansion, the Development Authority entered into an agreement with the City of Alpharetta to create the Alpharetta Jobs Creation Grant Program.
- As the 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.
- If approved by City Council, the amendment will be presented to the Development Authority during its July meeting and would extend the program for the period of July 01, 2023, through June 30, 2024.

PUBLIC COMMENTS

- There were no public comments.
 - ❖ Mayor Pro Tem Merkel offered a motion to approve the Fifth Amendment to the Intergovernmental Agreement for the Alpharetta Jobs Creation Grant Program for the period July 01, 2023, through June 30, 2024 and authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved (7-0).

B. Intergovernmental Agreement: City of Alpharetta and Development Authority for Tech Alpharetta Funding

Consideration of approval of the Intergovernmental Agreement between the City of Alpharetta and the Alpharetta Development Authority for funding for Tech Alpharetta in the amount of \$95,000.00 for the next fiscal year and authorize the Mayor to execute all necessary documents.

- Economic Development Manager, Lance Morsell, came forward to present this item.
- Tech Alpharetta President and CEO, Karen Cashion, came forward to speak on this item.
- The proposed renewal of an agreement between the City and Tech Alpharetta provides \$95,000.00 for FY24 to Tech Alpharetta, paid through the Alpharetta Development Authority. As was the case in the previous agreement, this renewal agreement carries a one-year financial commitment that is set to expire at the end of the fiscal year.

CITY COUNCIL DISCUSSION

- Council Member Hipes shared that he would like to see financial statements in future Tech Alpharetta requests and discussions.

PUBLIC COMMENTS

- There were no public comments.
 - ❖ Mayor Pro Tem Merkel offered a motion to approve the Intergovernmental Agreement between the City of Alpharetta and the Alpharetta Development Authority for funding for Tech Alpharetta in an amount not to exceed \$95,000.00 for the next fiscal year.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

C. Ordinance: Text Amendment to The Code of the City of Alpharetta, Georgia Alcohol Ordinance

SECOND READING

The first reading of this item occurred during the April 24, 2023 City Council Meeting and Public Hearing.

Consideration of an Ordinance to amend Chapter 4 of The Code of the City of Alpharetta, Georgia to revise provisions related to delivery, consumption sales, and retail establishments, to add provisions related to mixed drink sales, to repeal provisions related to delivery of alcoholic beverages, and to revise provisions related to sale or possession for purpose of sale without license or beyond boundaries of premises covered by license; to provide an effective date; and for other purposes.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- City Clerk, Lauren Shapiro, shared that there have been no changes since the first reading of the proposed Ordinance text amendments.
- The proposed text amendments is attached hereto as Exhibit "A".

PUBLIC COMMENTS

- There were no public comments.

- ❖ Mayor Pro Tem Merkel offered a motion to approve the Ordinance for text amendments to The Code of the City of Alpharetta, Georgia Alcohol Ordinance.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

IX. WORKSHOP ITEMS (IF NEEDED)

A. Fiscal Year 2024 Budget: Operating Initiatives

Presentation and discussion of the proposed capital initiatives for the Fiscal Year 2024 Budget.

B. Fiscal Year 2024 Budget: Capital Initiatives

Presentation and discussion of the proposed capital initiatives for the Fiscal Year 2024 Budget.

- City Administrator shared the upcoming timeline for the consideration of the Fiscal Year 2024 Budget.
 - May 22, 2023 at 6:30 p.m. First Public Hearing
 - June 19, 2023 at 11:30 a.m. Second Public Hearing
 - June 19, 2023 at 6:30 p.m. Third Public Hearing

CITY COUNCIL DISCUSSION

- Council Member DeRito shared that he wanted to learn more about the City's financial responsibility with the North Metro Miracle League and the baseball fields and the impact of inflation and how it will impact future budgets and budgeted items.

X. PUBLIC COMMENT

- There were no public comments.

XI. REPORTS

- Council Member Hipes shared that the Rodeo will be at the Equestrian Center this weekend, May 4 through May 6. The Taste of Alpharetta will be Thursday, May 11 and will be a ticket-less event, so be sure to download the Taste of Alpharetta app to purchase your tickets.

XII. EXECUTIVE SESSION (IF NEEDED)

- ❖ Mayor Pro Tem Merkel offered a motion to recess to executive session.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).
- ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.
 - Council Member DeRito seconded the motion.

- The motion was approved unanimously (7-0).

XIII. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to recess to executive session.
 - Council Member Mitchell 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 8:25 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TO REVISE PROVISIONS RELATED TO DELIVERY, CONSUMPTION SALES, AND RETAIL ESTABLISHMENTS, TO ADD PROVISIONS RELATED TO MIXED DRINK SALES, TO REPEAL PROVISIONS RELATED TO DELIVERY OF ALCOHOLIC BEVERAGES, AND TO REVISE PROVISIONS RELATED TO SALE OR POSSESSION FOR PURPOSE OF SALE WITHOUT LICENSE OR BEYOND BOUNDARIES OF PREMISES COVERED BY LICENSE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Alpharetta (the “City Council” or “Council”) are charged with the protection of the public health, safety, and welfare of the citizens of Alpharetta; and

WHEREAS, the City Council has adopted Chapter 4 of the Code of the City of Alpharetta, Georgia (“City Code”) regarding alcoholic beverages; and

WHEREAS, the City Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to its needs; and

WHEREAS, the City Council deems it appropriate to amend Chapter 4 of the City Code.

NOW THEREFORE, the Council of the City of Alpharetta hereby ordains, as follows:

Section 1: Section 4-3 of the Code of the City of Alpharetta, Georgia, is hereby amended to read as follows:

Sec. 4-3 – Sale or possession for purpose of sale without license or beyond boundaries of premises covered by license.

No person shall sell or possess for the purpose of sale any alcoholic beverage unless such person has a license from the city to sell or possess for sale alcoholic beverages, or sell or make deliveries beyond the boundaries of the premises covered by the license, unless permitted by state law or local ordinance.

Section 2: Section 4-31 of the Code of the City of Alpharetta, Georgia, is hereby repealed.

Section 3: Secs. 4-31 – 4-46 of the Code of the City of Alpharetta, Georgia shall be Reserved.

Section 4: Section 4-49 of the Code of the City of Alpharetta, Georgia, is hereby amended to read as follows:

- (a) Except as may be otherwise expressly provided in this chapter, establishments holding a license to sell alcoholic beverages for consumption on the premises shall not hold a license for the sale of alcoholic beverages by the package.
- (b) The foregoing prohibition, however, shall not apply with respect to the following:
 - (1) Supermarkets and brew pubs, as defined in section 4-1; provided, however, no such license shall include or authorize the sale of distilled spirits by the package;
 - (2) Eating establishments, as defined in section 4-1, may sell wine and/or beer by the package for off-premises consumption, provided that the sale of wine and/or beer for off-premises

consumption is an ancillary function of the eating establishment. Notwithstanding the foregoing, the sales of wine and/or beer by the package for off-premises consumption shall not be used in calculating the total annual gross food and beverage sales for the establishment for the purpose of determining whether the establishment constitutes an eating establishment as set forth in section 4-1, however, all sales of wine and/or beer sold for off premises consumption shall be notated on the monthly alcohol compliance form; and

- (3) Distilleries and breweries, as defined in Article XVII and Article XIX, respectively
- (c) For the purposes of this chapter, any supermarket, brew pub, or eating establishment that wishes to sell alcoholic beverages by the package for off-premises consumption shall submit an application for said license, as the off-premises consumption license is not automatically granted with the approval of an on-premise consumption license.
- (d) Any brew pub or eating establishment with a license to sell wine and/or beer by the package for off-premises consumption may not sell beer or wine by the package at any date or time when the sale of package beer or wine for carryout purposes is prohibited by ordinance or state law.
- (e) Any brew pub or eating establishment seeking a license to sell wine and/or beer by the package for off-premises consumption must meet the distance requirements to grounds or buildings as required for beer or wine package off-premises consumption retail locations.
- (f) For the purposes of this chapter, where a person holds a license to sell alcoholic beverages by the package, including distilled spirits, at one establishment, and a license to sell alcoholic beverages for consumption on the premises at a contiguous establishment, and the licensed premises of each establishment are physically separate from the other, with the only interconnectivity between the establishments (if any) being an inside connecting service door or passageway, such establishments shall be considered separate and distinct establishments, provided that:
 - (1) Each establishment operates under a trade name different from the other;
 - (2) All business transactions are kept separate;
 - (3) Each establishment must operate in compliance with all other provisions of this chapter and all other laws and regulations applicable to such business;
 - (4) Each establishment has a separate entrance for the public and the establishments share no common entrance;
 - (5) The inside connecting service door or passageway (if any) must be located behind the bar or service counter of each establishment or otherwise so situated or maintained as to be reasonably accessible only to the licensee or employees of the establishments, and only the licensee and employees of the establishments may use such door or passageway; and
 - (6) All other conditions required by state regulations applicable to such contiguous operations are met.

Section 5: Section 4-137 of the Code of the City of Alpharetta, Georgia, is hereby amended to read as follows:

No package beer, malt beverage or wine shall be sold at retail except in the following types of retail establishments, subject to such establishments holding a license to sell beer, malt beverages or wine (as applicable) by the package:

-
- (1) Package retailers who sell distilled spirits;
 - (2) Establishments maintaining 80 percent of the floor space and storage area in a manner which is devoted principally to the retail sale of other products and located in zoning districts in which these establishments are permitted as a conforming use or in districts where existing establishments exist as a nonconforming use;
 - (3) Supermarkets, as defined in section 4-1;
 - (4) Brew pubs or eating establishments licensed to sell alcoholic beverages for consumption on the premises which sell wine and/or beer by the package for off-premises consumption in accordance with the provisions set forth in section 4-49(b); provided, however, package sales shall be limited to wine and beer only. Brew pubs or eating establishments seeking to sell wine or beer by the package must obtain a separate license to do so and must meet the distance requirements for each license.

Section 6: It is the intention of Council, and it is hereby ordained by the authority of Council, that the provisions of this Ordinance shall become and be made a part of the Code of the City of Alpharetta, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 7: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 13: This Ordinance shall be effective immediately upon its adoption by the City Council.

SO ORDAINED, the _____ day of _____, 2023.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Donald F. Mitchell

Brian Will

Douglas J. Derito

John Hipes

Jason Binder

Dan Merkel

ATTEST:

APPROVED AS TO FORM:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: May 15, 2023

AGENDA ITEM:

Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage license applications:

1. PH-23-AB-09 SRB Management GA, Inc., d/b/a Slurpin' Ramen Bar, 11770 Haynes Bridge Road #101, Alpharetta, GA 30009

Restaurant

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: SRB Management GA, Inc.

Registered Agent: Han Joo Sohn

2. PH-23-AB-07 Roaring Social - Alpharetta, LLC, d/b/a Roaring Social, 35 Milton Avenue, Alpharetta, GA 30009

Change in Ownership

Establishment within a Hotel

Consumption on Premises

Distilled Spirits, Beer & Wine

Owner: Roaring Social - Alpharetta, LLC

Registered Agent: Michael Sard

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the following alcoholic beverage license applications:

1. **PH-23-AB-09 SRB Management, Inc.**, 11770 Haynes Bridge Road, #101, Alpharetta, GA 30009

2. **PH-23-AB-07 Roaring Social - Alpharetta, LLC**, 35 Milton Avenue, Alpharetta, GA 30009

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Tuesday, May 2, 2023. There were no public comments during the hearing. At the conclusion of the hearing, City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced application to City Council for final approval.

ALTERNATIVES:**ATTACHMENTS:**

1. Alcohol License Public Hearing Minutes 5-2-2023



ALCOHOL LICENSE PUBLIC HEARING

MAY 2, 2023

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: 843 6153 5637

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:00 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Supervisor
- Jonathan Akly, Attorney for SRB Management GA, Inc.
- Eun Hee Sohn, Owner of SRB Management GA, Inc.
- Dana Resnick, Attorney for Roaring Social – Alpharetta, GA
- Sean O'Connell, CSV JANS, LLC (which is the sole manager of Roaring Social – Alpharetta GP, LLC which is the sole manager of Roaring Social – Alpharetta, LLC)
- Neil Freeman, Manager at CSV JANS, LLC (which is the sole manager of Roaring Social – Alpharetta GP, LLC which is the sole manager of Roaring Social – Alpharetta, LLC)

IV. PUBLIC HEARING

- A. PH-23-AB-09 SRB Management GA, Inc.
d/b/a Slurpin' Ramen Bar
11770 Haynes Bridge Road #101
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: SRB Management GA, Inc.
Registered Agent: Han Joo Sohn

- Eun Hee Sohn, owner of SRB Management GA, Inc. and residing at 605 Settles Bridge Court, Suwanee, GA, was on the call. Jonathan Akly, attorney representing the business, was also on the call.
- Ms. Sohn described the restaurant as a Japanese noodle soup with sit down table service. They have 4 locations in California, and this is their first in Georgia. The restaurant is open.
- Ms. Sohn indicated they currently have 5 employees, all of whom will obtain a pouring permit.
- Mr. Akly indicated employees will be certified through TIPS Training.
- Ms. Shapiro recommended to Ms. Sohn that she should obtain a pouring permit as well. Ms. Shapiro also mentioned once the local license is issued, they are required to obtain one from the State of Georgia.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, May 15, 2023, at 6:30 pm in case Mayor or Council have any questions.

B. PH-23-AB-07 Roaring Social – Alpharetta, LLC
d/b/a Roaring Social
35 Milton Avenue
Alpharetta, GA 30009

Change in Ownership
Establishment within a Hotel
Consumption on Premises
Distilled Spirits, Beer & Wine

Owner: Roaring Social – Alpharetta, LLC
Registered Agent: Michael Sard

- Dana Resnick of Sard & Leff, Inc. of 3789 Roswell Road, Atlanta, GA 30342 was on the call representing the applicant.
- W. Neal Freeman (959 Middle Fork Trail, Suwanee, GA 30024) and Sean O'Connell were present on behalf of the applicant.
- Ms. Resnick stated this is a change of ownership to an existing establishment, Roaring Social, with an alcohol beverage license and located within the Hamilton Hotel. All operations & staff will remain the same, only ownership is changing. There is not a sub-management agreement between Roaring Social and The Hamilton Hotel (as they no longer share common ownership). Roaring Social is acting as a lessee of The Hamilton Hotel.
- Ms. Shapiro asked the applicant if they will have access to finances of the management company at the hotel to use the room calculation revenue for their monthly compliance report to which the applicant responded yes.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, May 15, 2023, at 6:30 pm in case Mayor or Council have any questions.

V. PUBLIC COMMENT

- There were no public comments.

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:15 p.m.

Respectfully submitted,

Kiersten VanHorn

Assistant City Clerk, City of Alpharetta



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: May 15, 2023

AGENDA ITEM:

Financial Management Report (Month Ending March 31, 2023)

Approval of the Financial Management Report for the month ending March 31, 2023.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending March 31, 2023 (period 9 of Fiscal Year 2023).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

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

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

ALTERNATIVES:

Do not approve the financial management report for the month ending March 31, 2023 as part of the consent agenda and remove this item from the consent agenda.

ATTACHMENTS:

1. FY 2023 Financial Management Report (9-March)

Financial Management Reports



for the month ending
March 31, 2023
(period 9 of 12 – unaudited)

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

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

Financial Management Reports

Fiscal Year 2023

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https://www.alpharetta.ga.us/government/departments/finance/services/trash-and-recycling	



CITY OF ALPHARETTA

Financial Management Reports

Performance Dashboard

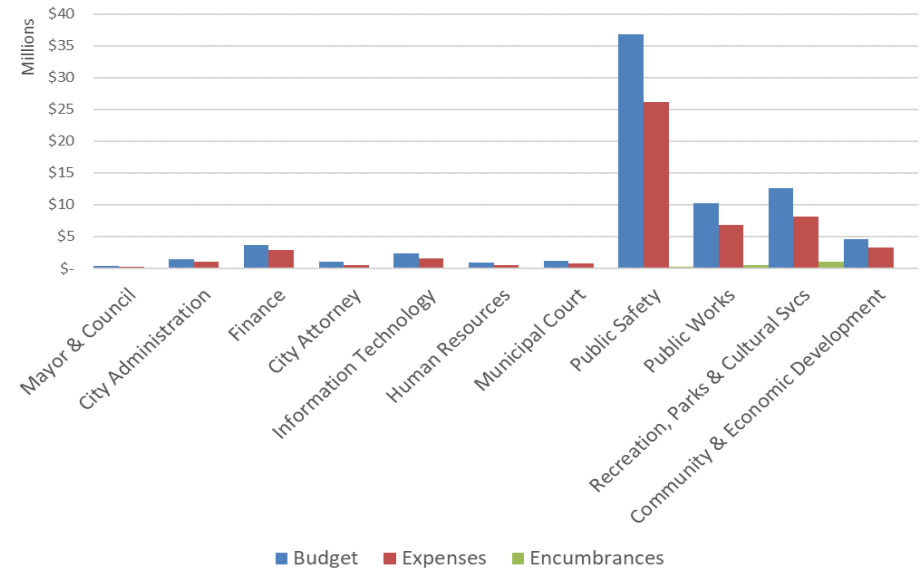
For the month ended March 31, 2023

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property Taxes (current year)	↑	\$1,200,000
Property Taxes (delinquent/MV Title Fees)	↑	\$739,763
Local Option Sales Tax	↑	\$2,314,927
Franchise Tax	↔	(\$300,447)
Alcohol Beverage Excise Tax	↑	\$425,000
Building Permit Fees	↑	\$400,000
Business and Occupational Tax	↑	\$150,000
Court/Traffic Fines	↑	\$780,500
Recreation/Special Event Fees	↓	(\$344,289)
Hotel/Motel Tax (City portion)	↑	\$787,500
Other Revenues	↑	\$321,977
Minimum Surplus Goal Needed to Fund Capital: (\$15M Annual Capital Need less \$3M allocated in the budget)		\$12M
Less: Projected Revenue Gain		(\$6.5M)
Less: Projected Expenditure Savings		(\$3.5M)
Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:		(\$2M)

Departmental Budget Snapshot



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↑	↑	\$687,857
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$229,254
Confiscated Assets Fund (State)	↔	↔	\$0
Emergency 911 Fund (1)	↔	↔	\$452,552
Impact Fee Fund	↔	↔	\$137,271
Hotel/Motel Fund (1)	↑	↑	\$586,022
Debt Service Fund	↑	↑	\$778,397
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	\$29,520
Risk Management Fund	↔	↔	\$1,112,193
Medical Insurance Fund	↔	↔	(\$40,603)

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	\$20,675
Capital Grant Fund (3)	(\$9,179)
Capital Project Funds	
Capital Project Fund (3)	\$1,819,709
Stormwater Capital Fund	\$72,863
Series 2016 Bond Fund (Parks)	\$17,682
Series 2022 Bond Fund (Parks)	\$62,055
TSPLOST I Capital Fund	\$384,079
TSPLOST II Capital Fund	\$0
American Rescue Plan Act Capital Fund	\$0
Development Authority Fund	\$258,551

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund

\$19.7M (25%)

Emergency 911 Fund

\$1.25M (25%)

Sanitation Fund

\$116K (2%)

rate adj. improving reserve

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

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

(2) Solid Waste Fund operational trends will remain neutral despite the recent rate adjustment as it will take multiple years to replenish the fund balance target.

(3) Does not include amounts, if any, currently set aside for matches on active grant applications.



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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*

DATE: MAY 15, 2023

RE: FINANCIAL MANAGEMENT REPORTS AS OF MARCH 31, 2023

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending March 31, 2023.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2023 revenues are budgeted at \$80 million (net of Carryforward Fund Balance totaling \$13 million). As of March 31, 2023, actual revenue collections total 89% or \$71 million. Trends (property digest valuations and collection trends) indicate a net gain over budget of \$6.5 million with the detail as follows:

• Property Taxes (current year):	\$ 1,200,000
• Property Taxes (prior-year/delinquent):	324,763
• Property Taxes (motor vehicle tax/title):	415,000
• LOST:	2,314,927
• Franchise Tax:	(300,447)
• Alcohol Beverage Excise Taxes:	425,000
• Building Permit Fees:	400,000
• Business and Occupational Taxes:	150,000
• Court/Traffic Fines:	780,500
• Recreation/Special Event Fees:	(344,289)
• Hotel Taxes:	787,500
• Other:	<u>321,977</u>
Estimated Gain:	\$ 6,474,932 (rounded)

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
JASON BINDER
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

Motor Vehicle Title Fee collections is trending 12% higher than FY 2022 (\$3.1 million). Collection estimates for FY 2023 total \$3.4 million (\$400,000 greater than budget).

Local Option Sales Tax collections is trending 8% higher than FY 2022 (\$20.6 million). Collection estimates for FY 2023 total \$21.5 million which is \$2.3 million greater than budget.

Franchise Tax collections for electricity represent a 16% increase over FY 2022. Specifically, GA Power collections totaled \$4.5 million for FY 2023 (compared to \$3.8 million in 2022) and Suwanee totaled \$638,649 (compared to \$625,103 in 2022). Collections for natural gas will most likely exceed the 2023 budget. Collections for cable are trending 13% lower than FY 2022 and are not forecast to meet budget. Additionally, telephone (Bellsouth primarily) collections will not meet budget as the 2023 forecast was based off prior-year trend data that may have included non-recurring audit collections. Staff is communicating with Bellsouth to obtain clarity on the franchise fee remittances. Overall, the Franchise Tax collection estimates for FY 2023 total \$6.8 million which is \$300,447 less than budget.

Alcohol Beverage Excise Tax collections is trending flat with FY 2022 (\$2.8 million). Collection estimates for FY 2023 total \$3 million (\$425,000 greater than budget) but may be adjusted lower in future months depending on trends.

Building Permit Fee collections is trending 20% higher than FY 2022 (\$2 million). Collection estimates for FY 2023 total \$2.3 million (\$400,000 greater than budget) pending further trend data.

Collections for Municipal Court Fines is trending 42% higher than FY 2022. Current estimates for FY 2023 total \$1.9 million which is \$300,000 greater than budget. Collections for School Zone Speed Citations is trending -11% lower than FY 2022 and is estimated to generate \$1.2 million which is \$500,000 greater than budget.

Recreation/Special Event fee collections exceed budget estimates for multiple accounts including non-resident fees, art program fees, Alpharetta Community Center program fees, etc. That said, revenue estimates for multiple other sources will most likely trail budget estimates and these sources include athletics, Wills Park Recreation Center, and equestrian center (due in part to active construction).

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

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of March 31, 2023, city departments (not including General Government¹) have encumbered and expensed 72%, or \$54 million, of their FY 2023 budget appropriations. Forecasts indicate a surplus of \$3.5 million compared to budget and is primarily composed of savings at the personnel services category (e.g., approximately 22 vacancies within General Fund departments as of March 2023).

Contingency: The General Fund contingency balance totals \$687,857.

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

Other Funds

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

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$160,705. Remaining appropriations are set aside for a non-allocated reserve (\$20,675).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations (net) total \$625,340.

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$5.7 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.8 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$4.2 million. Remaining appropriations are set aside for a non-allocated reserve (\$72,863).

American Rescue Act Capital Fund (Fund 303): Unspent/unencumbered project appropriations total \$762,227.

Series 2016 Parks and Transportation Bond Fund (Fund 317): Unspent/unencumbered project appropriations total \$85,468 along with a non-allocated reserve of \$17,682.

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$24.6 million. Remaining appropriations are set aside for a non-allocated reserve (\$62,055).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$26.7 million. Remaining appropriations are set aside for a non-allocated reserve (\$384,079).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$51 million and represents Tier-1 project funding. Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections. Unspent/unencumbered project appropriations total \$28 million.

Hotel/Motel Fund: FY 2023 revenues are budgeted at \$7.5 million (net of carryforward fund balance totaling \$1.1 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$3.3 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$1.4 million for debt service on the Series 2016 Convention Center Bonds; \$592,687 for eligible initiatives such as Equestrian Center and Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or \$2.8 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$586,022. This reserve figure dipped below the \$1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and is being replenished as revenues within the Fund continue strengthening.

Hotel tax collections is continuing its strong growth and estimates for FY 2023 total \$9.6 million which is \$2.1 million greater than budget.

Solid Waste Fund: FY 2023 revenues are currently budgeted at \$6.1 million. As of March 31, 2023, the city has collected \$5.1 million representing the 1st – 4th quarter advanced billings and is on target. Budget for 2023 (revenue/expense) included the annualized estimate of glass service which has been discontinued. As such, actuals will be under budget for both revenue and expenditures but sufficient to cover operational needs within the Solid Waste Fund.

Other Items

Council Member Stipend Activity Listing: The FY 2023 budget includes appropriations of \$7,200 for the Mayor and \$4,000 for each City Council Post and the available balances as of March 31, 2023 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 7,200	\$ 4,579	\$ 2,621
Post #1: Donald Mitchell	\$ 4,000	\$ 183	\$ 3,817
Post #2: Brian Will	\$ 4,000	\$ 242	\$ 3,758
Post #3: Doug DeRito	\$ 4,000	\$ 155	\$ 3,845
Post #4: John Hipes	\$ 4,000	\$ 2,445	\$ 1,555
Post #5: Jason Binder	\$ 4,000	\$ 88	\$ 3,912
Post #6: Dan Merkel	\$ 4,000	\$ 613	\$ 3,387

Development Authority² (Component Reporting Unit)

As of March 31, 2023, the Development Authority has \$258,551 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

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



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
Financial Management Reports
General Fund (Unaudited)
Revenue Summary and Collection Comparison
As of March 31, 2023

	Current Fiscal Year					Prior Fiscal Year		
	2023 Budget	2023 YTD	% Collected	2023 Estimated	Variance	2022 Actual	2022 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 26,300,000	\$ 27,224,283	103.5%	\$ 27,500,000	\$ 1,200,000	\$ 26,738,657	\$ 26,275,661	98.3%
Delinquent	147,000	461,242	313.8%	471,763	324,763	167,407	70,958	42.4%
Motor Vehicle Tax	55,000	54,784	99.6%	70,000	15,000	79,585	56,342	70.8%
Motor Vehicle Title Fee	3,000,000	2,238,722	74.6%	3,400,000	400,000	3,142,797	2,002,931	63.7%
Local Option Sales Tax	19,185,073	14,388,136	75.0%	21,500,000	2,314,927	20,552,835	13,304,266	64.7%
Franchise Tax	7,100,000	5,978,224	84.2%	6,799,553	(300,447)	6,634,631	5,817,507	87.7%
Insurance Premium Tax	5,418,627	5,418,627	100.0%	5,418,627	0	4,759,402	4,759,402	100.0%
Alcohol Beverage Excise Tax	2,575,000	1,782,196	69.2%	3,000,000	425,000	2,764,435	1,756,965	63.6%
Building Permit Fees	1,850,000	1,652,475	89.3%	2,250,000	400,000	1,987,196	1,382,019	69.5%
Business and Occupational Tax	1,000,000	1,009,466	100.9%	1,150,000	150,000	1,063,180	970,249	91.3%
Court/Traffic Fines	2,370,000	2,641,244	111.4%	3,150,500	780,500	2,970,763	2,206,009	74.3%
Recreation/Special Event Fees	3,324,165	2,144,267	64.5%	2,979,876	(344,289)	2,566,047	1,861,139	72.5%
Hotel/Motel Tax (City portion)	2,812,500	2,286,107	81.3%	3,600,000	787,500	2,975,786	1,770,388	59.5%
subtotal	\$ 75,137,365	\$ 67,279,772	89.5%	\$ 81,290,319	\$ 6,152,954	\$ 76,402,722	\$ 62,233,835	81.5%
Other Revenues	5,026,689	4,176,299	83.1%	5,348,666	321,977	4,743,356	3,445,614	72.6%
Total Revenues	\$ 80,164,054	\$ 71,456,071	89.1%	\$ 86,638,986	\$ 6,474,932	\$ 81,146,078	\$ 65,679,449	80.9%
 Carryforward Fund Balance	 12,639,800							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of March 31, 2023

Expenditures by Department:

	Current Fiscal Year						Prior Fiscal Year		
	2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Mayor & Council	\$ 399,287	\$ 3,433	\$ 243,864	\$ 151,990	61.9%	61.1%	\$ 350,347	\$ 269,325	76.9%
City Administration	1,478,133	6,828	1,063,200	408,105	72.4%	71.9%	1,440,308	1,109,005	77.0%
Finance	3,698,826	18,506	2,862,240	818,080	77.9%	77.4%	3,451,127	2,688,529	77.9%
City Attorney	1,100,000	-	556,810	543,190	50.6%	50.6%	1,062,905	535,605	50.4%
Information Technology	2,397,117	25,743	1,567,886	803,488	66.5%	65.4%	1,894,045	1,410,583	74.5%
Human Resources	855,513	9,955	573,565	271,993	68.2%	67.0%	606,075	460,183	75.9%
Municipal Court	1,148,200	26,860	821,514	299,826	73.9%	71.5%	1,080,027	794,855	73.6%
Public Safety	36,784,627	319,783	26,173,462	10,291,382	72.0%	71.2%	32,217,831	23,855,730	74.0%
Public Works	10,211,073	526,764	6,768,856	2,915,453	71.4%	66.3%	8,853,638	6,287,540	71.0%
Recreation, Parks & Cultural Svcs	12,642,458	1,084,404	8,087,963	3,470,091	72.6%	64.0%	10,281,112	7,059,204	68.7%
Community & Economic Development	4,631,115	54,983	3,250,692	1,325,440	71.4%	70.2%	4,081,289	3,048,722	74.7%
subtotal	\$ 75,346,349	\$ 2,077,259	\$ 51,970,053	\$ 21,299,037	71.7%	69.0%	\$ 65,318,703	\$ 47,519,279	72.7%
General Government:									
Insurance Premiums (Risk)	\$ 823,300	\$ -	\$ 617,475	\$ 205,825	75.0%	75.0%	\$ 779,750	\$ 584,813	75.0%
Gwinnett Tech Bond P&I	288,640	-	41,820	246,820	14.5%	14.5%	289,640	44,820	15.5%
Transfer(s) to other Funds	15,639,800	-	11,729,850	3,909,950	75.0%	75.0%	7,486,799	5,615,099	75.0%
Contingency	705,765	2,000	15,908	687,857	2.5%	2.3%	60,167	56,642	94.1%
subtotal	\$ 17,457,505	\$ 2,000	\$ 12,405,053	\$ 5,050,452	71.1%	71.1%	\$ 8,616,356	\$ 6,301,373	73.1%
Total Expenditures	\$ 92,803,854	\$ 2,079,259	\$ 64,375,106	\$ 26,349,489	71.6%	69.4%	\$ 73,935,059	\$ 53,820,652	72.8%



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Category
 As of March 31, 2023

Current Fiscal Year								Prior Fiscal Year		
	2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.		2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Expenditures by Category:										
Salaries & Benefits:										
(1) Regular Salaries	\$ 33,418,399	\$ -	\$ 22,519,316	\$ 10,899,083	67.4%	67.4%		\$ 28,833,638	\$ 20,290,890	70.4%
Overtime	2,194,413	-	2,082,548	111,865	94.9%	94.9%		2,452,865	1,701,024	69.3%
Group Insurance	10,080,112	-	6,364,082	3,716,030	63.1%	63.1%		8,085,777	6,212,730	76.8%
FICA and Social Security	2,707,840	-	1,791,649	916,191	66.2%	66.2%		2,277,379	1,593,004	69.9%
Defined Benefit Pension	2,869,712	-	2,869,712	-	100.0%	100.0%		2,818,660	2,818,660	100.0%
401(A) Retirement/Match	2,960,171	-	2,023,417	936,754	68.4%	68.4%		2,548,264	1,824,630	71.6%
(2) Other	1,573,216	-	1,323,854	249,362	84.1%	84.1%		1,402,233	1,193,956	85.1%
subtotal	\$ 55,803,863	\$ -	\$ 38,974,578	\$ 16,829,285	69.8%	69.8%		\$ 48,418,816	\$ 35,634,893	73.6%
Maintenance & Operations:										
Professional Services	\$ 3,215,164	\$ 476,262	\$ 1,939,495	\$ 799,407	75.1%	60.3%		\$ 2,848,177	\$ 2,063,282	72.4%
Legal Services	1,100,000	-	556,810	543,190	50.6%	50.6%		1,062,905	535,605	50.4%
Vehicle Fuel/Maintenance	1,077,560	3,595	915,575	158,391	85.3%	85.0%		1,237,660	867,668	70.1%
Maintenance Contracts	3,822,510	917,432	2,532,912	372,166	90.3%	66.3%		3,005,871	1,899,821	63.2%
IT Professional Services	2,543,248	367,305	1,926,491	249,452	90.2%	75.7%		1,962,573	1,672,237	85.2%
General Supplies	1,040,347	98,240	686,411	255,696	75.4%	66.0%		893,611	643,336	72.0%
Utilities	2,901,441	-	1,924,133	977,308	66.3%	66.3%		2,748,597	1,826,625	66.5%
Insurance Premiums (Risk)	823,300	-	617,475	205,825	75.0%	75.0%		779,750	584,813	75.0%
Other	3,164,583	214,425	2,000,343	949,815	70.0%	63.2%		2,462,929	1,817,024	73.8%
subtotal	\$ 19,688,153	\$ 2,077,259	\$ 13,099,645	\$ 4,511,249	77.1%	66.5%		\$ 17,002,074	\$ 11,910,410	70.1%
Capital:										
OSSI/Fire Truck Leases	\$ 659,858	\$ -	\$ 510,780	\$ 149,078	77.4%	77.4%		\$ 675,893	\$ 558,618	82.6%
Other	17,775	-	2,525	15,250	14.2%	14.2%		1,671	171	10.2%
subtotal	\$ 677,633	\$ -	\$ 513,305	\$ 164,328	75.7%	75.7%		\$ 677,563	\$ 558,789	82.5%
General Government:										
Gwinnett Tech Bond P&I	\$ 288,640	\$ -	\$ 41,820	\$ 246,820	14.5%	14.5%		\$ 289,640	\$ 44,820	15.5%
Transfer(s) to other Funds	15,639,800	-	11,729,850	3,909,950	75.0%	75.0%		7,486,799	5,615,099	75.0%
Contingency	705,765	2,000	15,908	687,857	2.5%	2.3%		60,167	56,642	94.1%
subtotal	\$ 16,634,205	\$ 2,000	\$ 11,787,578	\$ 4,844,627	70.9%	70.9%		\$ 7,836,606	\$ 5,716,561	72.9%
Total Expenditures	\$ 92,803,854	\$ 2,079,259	\$ 64,375,106	\$ 26,349,489	71.6%	69.4%		\$ 73,935,059	\$ 53,820,652	72.8%

Notes:

- (1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.
- (2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of March 31, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues									
City Administration									
22013230-371000	C2100 MURAL ART PROJECT	15,915	15,915	\$ -	\$ -	\$ -	\$ -		\$ -
	subtotal			\$ -	\$ -	\$ -	\$ -		\$ -
Public Safety									
22031150-331110	C1730 2017 BULLETPROOF VEST (DOJ)	13,179	12,462	\$ -	\$ 717	\$ 717	\$ -		\$ 717
22031150-331110	C1831 2018 BULLETPROOF VEST (DOJ)	15,375	7,314	-	8,061	8,061	-		8,061
22031150-331110	C2018 2019 BULLETPROOF VEST (DOJ)	19,188	3,353	-	15,835	15,835	1,406		14,429
22031150-331110	C2059 2020 BULLETPROOF VEST (DOJ)	17,159	-	-	17,159	17,159	4,135		13,024
22031150-331110	C2115 2021 BULLETPROOF VEST (DOJ)	11,624	-	-	11,624	11,624	1,758		9,866
22031150-331110	C2243 2022 BULLETPROOF VEST (DOJ)	27,408	-	-	27,408	27,408	-		27,408
22031150-371000	C2310 ALPHA BUS. ASSOC. K-9	17,000	-	-	17,000	17,000	17,000		-
23031150-331110	C2311 2022 JUSTICE ASSISTANCE GRANT	10,135	-	-	10,135	10,135	-		10,135
	subtotal			\$ -	\$ 107,939	\$ 107,939	\$ 24,299		\$ 83,640
Recreation, Parks & Cultural Services									
22061150-347509	C2039 WIRE & WOOD (ACVB SPONSOR)	152,000	102,000	\$ -	\$ 50,000	\$ 50,000	\$ 50,000		\$ -
22061150-371000	C2212 PARKING PERMIT - FILM	4,000	4,000	-	-	-	-		-
22061150-336000	C2213 2021 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-		-
22061150-336000	C2215 FC ARTS & CULTURE	7,800	7,800	-	-	-	-		-
22061150-336001	C2234 ARTS CENTER (CERAMICS)	3,063	2,248	-	815	815	815		0
22061150-347509	C2239 NORTH PARK SOFTBALL TOURNEY	2,397	2,397	-	-	-	-		-
22061150-336000	C2247 2022 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	5,000		-
22061150-336000	C2306 FULTON COUNTY ARTS & CULTURE	15,000	-	-	15,000	15,000	15,000		-
22061150-371000	C2308 MUSIC MATCH APPLICATIONS	2,175	-	-	2,175	2,175	2,485		(310)
	subtotal			\$ -	\$ 72,990	\$ 72,990	\$ 73,300		\$ (310)
General Government									
22090200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	2,558		\$ (2,558)
22090200-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(243)		243
22090200-363000	UNREALIZED GAIN/LOSS			-	-	-	(891)		891
22090200-395000	CARRYFORWARD FUND BALANCE			-	117,013	117,013	-		117,013
	subtotal			\$ -	\$ 117,013	\$ 117,013	\$ 1,425		\$ 115,588
	Total			\$ -	\$ 297,942	\$ 297,942	\$ 99,023		\$ 198,919



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Operating Grant Fund Detail (Fund 220; life-to-date for active projects)

As of March 31, 2023

				Project Snapshot: FY2013 - FY2022		FY 2023					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project										
Expenditures											
City Administration											
22013230-521200	C2100	MURAL ART PROJECT	17,215	2,800	\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415	
		subtotal			\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415	
Public Safety											
22031150-542100	C1730	2017 BULLETPROOF VEST (DOJ)	26,357	24,925	\$ -	\$ 1,432	\$ 1,432	\$ -	\$ -	\$ 1,432	
22031150-542100	C1831	2018 BULLETPROOF VEST (DOJ)	30,751	16,675	-	14,076	14,076	-	-	14,076	
22031150-542100	C2018	2019 BULLETPROOF VEST (DOJ)	38,374	12,280	-	26,094	26,094	-	-	26,094	
22031150-542100	C2059	2020 BULLETPROOF VEST (DOJ)	30,694	4,646	-	26,048	26,048	23,598	-	2,450	
22031150-542100	C2115	2021 BULLETPROOF VEST (DOJ)	23,248	-	-	23,248	23,248	15,268	-	7,980	
22031150-542100	C2243	2022 BULLETPROOF VEST (DOJ)			-	54,816	54,816	-	-	54,816	
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	-	-	17,000	17,000	-	-	17,000	
223031150-531600	C2311	2022 JUSTICE ASSISTANCE GRANT			-	10,135	10,135	5,680	-	4,455	
		subtotal			\$ -	\$ 172,849	\$ 172,849	\$ 44,546	\$ -	\$ 128,303	
Recreation, Parks & Cultural Services											
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	100,000	50,000	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	-	-	1,018	
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630	
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250	
22061150-531100	C2213	2020 CAMP HAPPY HEARTS	5,000	2,671	-	2,329	2,329	2,329	-	-	
22061150-531100	C2215	FC ARTS & CULTURE	7,800	6,056	-	1,744	1,744	1,744	-	-	
22061150-531100	C2234	ARTS CENTER (CERAMICS)	3,064	1,604	-	1,460	1,460	1,166	-	294	
22061150-531100	C2237	PARTNERED EVENTS	5,000	-	-	5,000	5,000	4,040	900	60	
22061150-523300	C2239	NORTH PARK SOFTBALL TOURNEY	2,397	-	-	2,397	2,397	2,397	-	-	
22061150-531100	C2247	2022 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	-	-	5,000	
22061150-521200	C2306	FULTON COUNTY ARTS & CULTURE	15,000	-	-	15,000	15,000	6,815	450	7,735	
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	2,175	-	-	2,175	2,175	2,175	-	-	
		subtotal			\$ -	\$ 90,003	\$ 90,003	\$ 70,666	\$ 1,350	\$ 17,987	
Non-Allocated											
22090200-579000		CONTINGENCY			\$ -	\$ 20,675	\$ 20,675	\$ -	\$ -	\$ 20,675	
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-	
		subtotal			\$ -	\$ 20,675	\$ 20,675	\$ -	\$ -	\$ 20,675	
		Total			\$ -	\$ 297,942	\$ 297,942	\$ 115,212	\$ 1,350	\$ 181,380	



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
 As of March 31, 2023

			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Public Safety										
34034450-331150	C2244	2020 HOMELAND SECURITY GRANT	45,900	-	\$ -	\$ 45,900	\$ 45,900	\$ 44,100		\$ 1,800
34031150-331150	C2246	2021 HOMELAND SECURITY GRANT	22,500	-	-	22,500	22,500	-		22,500
subtotal					\$ -	\$ 68,400	\$ 68,400	\$ 44,100		\$ 24,300
Public Works										
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	5,879,265	5,234,146	\$ -	\$ 645,119	\$ 645,119	\$ 645,118		\$ 1
34041100-334350	C1927	WINDWARD TRIPLE LEFTS	1,207,200	-	\$ -	\$ 1,207,200	1,207,200	-		1,207,200
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	-	-	1,000,000	1,000,000	-		1,000,000
34041100-331350	C2249	WILLS PARK BUFFER - EPD GRANT	200,000	-	-	200,000	200,000	-		200,000
34041100-331350	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-		500,000
subtotal					\$ -	\$ 3,552,319	\$ 3,552,319	\$ 645,118		\$ 2,907,201
Recreation, Parks & Cultural Services										
30161150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ 75,000		\$ -
subtotal					\$ -	\$ 75,000	\$ 75,000	\$ 75,000		\$ -
Community Development										
34074150-331350	C2107	NORTH POINT PKWY IMP	1,667,000	663,593	\$ -	\$ 1,003,407	\$ 1,003,407	\$ 74,291		\$ 929,116
34074150-331150	C2114	S MAIN ST ARC STUDY	160,000	34,800	-	125,200	125,200	125,200		-
subtotal					\$ -	\$ 1,128,607	\$ 1,128,607	\$ 199,491		\$ 929,116
General Government										
34090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	39		\$ (39)
34090200-362000		REALIZED GAIN/LOSS ON INVS			-	-	-	(784)		784
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(4,487)		4,487
34090200-395000		CARRYFORWARD FUND BALANCE			-	148,441	148,441	-		148,441
subtotal					\$ -	\$ 148,441	\$ 148,441	\$ (5,232)		\$ 153,673
Total					\$ -	\$ 4,972,767	\$ 4,972,767	\$ 958,477		\$ 4,014,290



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of March 31, 2023

			Project Snapshot: FY2013 - FY2022		FY 2023						
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget	
Account #	Project										
Expenditures											
Public Safety											
34031150-542100	C2244	HOMELAND SECURITY GRANT	45,900	-	\$ -	\$ 45,900	\$ 45,900	\$ 44,100	\$ -	\$ 1,800	
34031150-542100	C2246	HOMELAND SECURITY GRANT	22,500	-	-	22,500	22,500	22,259	-	241	
subtotal					\$ -	\$ 68,400	\$ 68,400	\$ 66,359	\$ -	\$ 2,041	
Public Works											
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	5,879,265	5,234,146	\$ -	\$ 645,119	\$ 645,119	\$ 645,119	\$ -	\$ -	
34041100-541410	C1927	WINDWARD TRIPLE LEFTS	1,207,200	-	-	1,207,200	1,207,200	1,207,200	-	-	
34041100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	-	-	1,000,000	1,000,000	-	450,825	549,175	
34041100-541430	C2249	WILLS PARK BUFFER - EPD GRANT	200,000	-	-	200,000	200,000	-	191,698	8,302	
34041100-541420	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-	500,000	-	
subtotal					\$ -	\$ 3,552,319	\$ 3,552,319	\$ 1,852,319	\$ 1,142,523	\$ 557,477	
Recreation, Parks & Cultural Services											
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000	
subtotal					\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000	
Community Development											
34074150-541410	C2107	NORTH POINT PKWY IMP	2,083,750	903,123	\$ -	\$ 1,180,627	\$ 1,180,627	\$ 221,826	\$ 958,801	\$ 1	
34074150-521200	C2114	S MAIN ST ARC STUDY	160,000	54,400	-	105,600	105,600	105,600	-	-	
subtotal					\$ -	\$ 1,286,227	\$ 1,286,227	\$ 327,426	\$ 958,801	\$ 1	
Non-Allocated											
34090200-579000		CONTINGENCY			\$ -	\$ (9,179)	\$ (9,179)	\$ -	\$ -	\$ (9,179)	
subtotal					\$ -	\$ (9,179)	\$ (9,179)	\$ -	\$ -	\$ (9,179)	
Total					\$ -	\$ 4,972,767	\$ 4,972,767	\$ 2,246,104	\$ 2,101,323	\$ 625,340	



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			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
30113230-371000	C1618	CONVENTION CENTER (DESIGN)	-	-	\$ -	\$ -	\$ -	\$ 2		\$ (2)
30131150-393500	C1241	CAPITAL LEASE - FIRE TRUCK	2,353,251	-	-	2,353,251	2,353,251	2,353,251		-
30141100-336000	C1410	RUCKER RD WATERLINE	1,562,604	1,459,845	-	102,759	102,759	-		102,759
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS	6,146,784	5,544,518	-	602,266	602,266	-		602,266
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-		333,925
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	430,000	-	-	430,000	430,000	-		430,000
30141100-336000	C2238	DAVIS DR. WATER (COUNTY)	364,488	-	-	364,488	364,488	268,744		95,744
30141100-371000	C2305	ALPHALOOP (OMP-NORTHWINDS)	110,000	-	-	110,000	110,000	110,000		-
30161150-392400		SALE OF NON CAPITAL ASSETS	400	-	-	400	400	400		-
30161150-371000	C1911	EQUESTRIAN CTR (FOUNDATION)	245,454	-	-	245,454	245,454	28,410		217,044
30161150-371000	C1926	NORTHSIDE MOU (PARKS)	15,000	-	-	15,000	15,000	15,000		-
30161150-371000	C1929	COMM AG PROGRAM	63,911	50,135	-	13,776	13,776	20,481		(6,705)
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	34,700	11,100	-	23,600	23,600	25,600		(2,000)
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	33	-	-	33	33	154		(121)
30174150-337000	C0910	TREE REPLACEMENT FUND (CONTRIBUTION)	467,450	467,450	-	-	-	18,500		(18,500)
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-	-	37,500	37,500	-		37,500
		subtotal			\$ -	\$ 4,632,452	\$ 4,632,452	\$ 2,840,542		\$ 1,791,910
Non-Departmental										
30190200-395000		CARRYFORWARD FUND BALANCE			\$ 2,500,000	\$ 6,101,350	\$ 8,601,350	\$ -		\$ 8,601,350
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			11,439,800	-	11,439,800	8,579,850		2,859,950
30190200-363000		UNREALIZED GAIN/LOSS INV			-	-	-	(47,240)		47,240
30190200-362000		REALIZED GAIN/LOSS INV			-	-	-	(17,366)		17,366
30190200-361000		INTEREST EARNINGS			155,000	-	155,000	174,639		(19,639)
		subtotal			\$ 14,094,800	\$ 6,101,350	\$ 20,196,150	\$ 8,689,883		\$ 11,506,267
		Total			\$ 14,094,800	\$ 10,733,802	\$ 24,828,602	\$ 11,530,425		\$ 13,298,177



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				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project										
Expenditures											
Administration											
30113230-542400	C1404	WEBSITE UPGRADE		145,000	-	\$ 145,000	\$ -	\$ 145,000	\$ -	\$ -	\$ 145,000
30113230-544100	C2105	BUSINESS RECOVERY PROGRAM		150,000	50,000	-	100,000	100,000	-	-	100,000
subtotal						\$ 145,000	\$ 100,000	\$ 245,000	\$ -	\$ -	\$ 245,000
Finance											
30115150-542400	C1141	TYLER ERP SYSTEM		363,044	354,302	\$ -	\$ 8,742	\$ 8,742	\$ 1,977	\$ 3,612	\$ 3,153
subtotal						\$ -	\$ 8,742	\$ 8,742	\$ 1,977	\$ 3,612	\$ 3,153
Information Technology											
30117400-542400	C0900	CISCO DATA NETWORK		300,002	189,138	\$ -	\$ 110,864	\$ 110,864	\$ -	\$ 109,264	\$ 1,600
30117400-542400	C1000	GIS AERIAL MAPPING		50,001	48,284	-	1,717	1,717	1,204	512	1
30117400-542400	C1103	NETWORK AND VOIP		717,679	154,210	200,000	363,469	563,469	-	246,681	316,788
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.		510,003	488,947	-	21,056	21,056	-	-	21,056
30117400-542400	C1313	TECHNOLOGY REPLACEMENT		3,112,369	2,591,587	250,000	270,782	520,782	90,565	360,864	69,353
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION		400,145	116,249	-	283,896	283,896	12,500	-	271,396
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT		300,001	30,185	-	269,816	269,816	1,698	164,829	103,289
30117400-544200	C2300	BUSINESS CONTINUITY STUDY		50,000	-	50,000	-	50,000	-	-	50,000
subtotal						\$ 500,000	\$ 1,321,600	\$ 1,821,600	\$ 105,967	\$ 882,150	\$ 833,483
Human Resources											
30118450-542400/20	C1222	RECORDS MANAGEMENT		72,500	-	\$ 72,500	\$ -	\$ 72,500	\$ 17,209	\$ -	\$ 55,291
subtotal						\$ 72,500	\$ -	\$ 72,500	\$ 17,209	\$ -	\$ 55,291
Municipal Court											
30126550-542400	C1222	RECORDS MANAGEMENT		39,600	32,900	\$ -	\$ 6,700	\$ 6,700	\$ 2,800	\$ 3,900	\$ -
subtotal						\$ -	\$ 6,700	\$ 6,700	\$ 2,800	\$ 3,900	\$ -



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			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget	
Account #	Project										
Public Safety											
30131150-542200	C1202	FLEET REPLACEMENT	8,015,845	6,142,656	\$ 1,375,000	\$ 498,189	\$ 1,873,189	\$ 59,322	\$ 1,813,867	\$ 0	
30131150-541300	C1229	PS ROOF REPAIR	1,197,111	904,690	300,000	(7,579)	292,421	127,746	-	164,675	
30131150-542200	C1241	FLEET - FIRE TRUCK	2,353,251	-	-	2,353,251	2,353,251	2,353,251	-	-	
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,924	1,140,581	263,000	110,343	373,343	167,247	106,389	99,707	
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	173,695	-	318,836	318,836	-	-	318,836	
30131150-542400	C2052	SECURITY SYSTEM REFRESH	400,059	129,485	220,000	50,574	270,574	178,313	85,690	6,571	
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	-	-	20,000	20,000	8,693	-	11,307	
30131150-542100	C2207	LUCAS DEVICES	176,000	169,942	-	6,058	6,058	-	-	6,058	
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY	43,870	37,552	-	6,318	6,318	838	-	5,480	
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,000	-	2,250,000	-	2,250,000	4,579	2,225,421	20,000	
30131150-542100	C2302	ALL TERRAIN VEHICLES	11,310	-	11,310	-	11,310	10,666	-	644	
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,500	-	449,500	-	449,500	-	449,500	-	
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT	75,000	-	-	75,000	75,000	-	-	75,000	
		subtotal			\$ 4,868,810	\$ 3,430,990	\$ 8,299,800	\$ 2,910,656	\$ 4,680,866	\$ 708,278	
Public Works											
30141100-541410	C0041	TRAFFIC SIGNAL INTERCONNECT	279,781	275,044	\$ -	\$ 4,737	\$ 4,737	\$ 3,810	\$ 927	\$ -	
30141100-541200	C0910	TREE REPLACEMENT FUND	1,626,301	1,404,067	-	222,234	222,234	81,310	7,220	133,705	
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	479,543	207,186	-	272,357	272,357	14,482	18,914	238,961	
30141100-541410	C1207	BRIDGE MAINTENANCE	665,212	377,330	200,000	87,882	287,882	25,326	3,832	258,724	
30141100-541410	C1215	STRIPING & SIGNAGE	2,014,664	1,814,664	200,000	-	200,000	150,714	1,314	47,972	
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,584	432,814	100,000	20,770	120,770	61,036	4,604	55,131	
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	804,267	691,872	100,000	12,395	112,395	110,261	339	1,795	
30141100-541410	C1219	MILLING AND RESURFACING	24,017,759	21,564,565	1,000,000	1,453,194	2,453,194	215,050	2,140,832	97,312	
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	987,078	887,078	100,000	-	100,000	59,226	14,255	26,519	
30141100-541410	C1221	DESIGN SERVICES	943,300	794,459	75,000	73,841	148,841	76,361	16,531	55,948	
30141100-542200	C1223	FLEET REPLACEMENT	1,482,222	1,091,468	195,000	195,754	390,754	76,655	303,056	11,043	
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,222,771	817,220	100,000	305,551	405,551	222,139	87,213	96,199	
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	217,373	173,446	36,000	7,927	43,927	30,347	-	13,580	
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	450,001	299,856	100,000	50,145	150,145	95,788	53,932	425	
30141100-541300	C1902	FIRE STATION RENOVATIONS	435,003	419,519	75,000	(59,516)	15,484	-	-	15,484	



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Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30141100-541300	C1904 PW HQ RENOVATIONS	178,037	121,982	50,000	6,055	56,055	3,625	4,900	47,530
30141100-541410	C1918 PEDESTRIAN SAFETY STUDY	301,337	296,115	85,000	(79,778)	5,222	-	-	5,222
30141100-541410	C1935 WINDWARD PKWY WEST IMPROVEMENTS	205,517	203,977	-	1,540	1,540	1,540	-	-
30141100-541300	C2003 HVAC REPLACEMENTS	292,002	227,797	62,000	2,205	64,205	58,840	5,093	272
30141100-541300	C2004 GENERATOR REPLACEMENTS	295,075	187,197	-	107,878	107,878	-	101,830	6,048
30141100-542400	C2026 TCC HARDWARE/SOFTWARE	170,001	77,836	50,000	42,165	92,165	15,405	-	76,760
30141100-541410	C2048 STREETLIGHT MAINTENANCE	269,079	104,108	80,000	84,971	164,971	87,530	23,337	54,104
30141100-541500	C2050 REC FACILITY MAINTENANCE	155,000	46,645	30,000	78,355	108,355	25,362	50,939	32,054
30141100-541300	C2053 PARKING GARAGE MAINTENANCE	145,351	36,582	100,000	8,769	108,769	16,825	17,426	74,518
30141100-541410	C2104 WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-	-	333,925
30141100-541410	C2113 ENCORE GREENWAY GATEWAY	430,000	19,456	-	410,544	410,544	104,044	306,500	0
30141100-544200	C2200 CITY TRASH RECEPTACLE SERVICE	100,001	39,159	50,000	10,842	60,842	34,468	10,414	15,959
30141100-541410	C2209 SCRAMBLE INTERSECTION	27,248	-	-	27,248	27,248	24,054	3,194	1
30141100-541410	C2238 DAVIS DR WATER (COUNTY)	364,488	-	-	364,488	364,488	268,744	95,744	-
30141100-521200	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	365,000	-	-	365,000	365,000	28,288	88,571	248,142
30141100-541420	C2305 ALPHALOOP (OMP - NORTHWINDS)	247,403	-	-	247,403	247,403	84,839	-	162,564
30141100-541410	C2315 LOCAL ROADS SAFETY ACTION PLAN	199,778	-	-	199,778	199,778	-	199,778	-
	subtotal			\$ 2,788,000	\$ 4,858,659	\$ 7,646,659	\$ 1,976,069	\$ 3,560,694	\$ 2,109,895
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	1,014,966	464,966	\$ 550,000	\$ -	\$ 550,000	\$ 512,058	\$ 24,880	\$ 13,062
30161150-541200	C1210 TREE REMOVAL			150,000	110,000	260,000	168,020	735	91,245
30161150-541500	C1221 DESIGN SERVICES	214,224	186,473	20,000	7,751	27,751	20,087	335	7,329
30161150-541300	C1229 FACILITY ROOF REPAIR	494,741	-	700,000	(205,259)	494,741	463,420	170,994	(139,674)
30161150-542200	C1232 FLEET	412,578	72,130	120,000	220,448	340,448	130,532	29,916	180,000
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	837,218	699,218	100,000	38,000	138,000	38,361	55,135	44,504
30161150-541500	C1424 WILL PARK POOL EXPANSION	59,000	51,200	-	7,800	7,800	-	-	7,800
30113230-544200	C1527 VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614 THE STORIES PROJECT	85,000	31,065	35,000	18,935	53,935	-	-	53,935
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	579,650	370,594	155,000	54,056	209,056	20,579	5,701	182,776
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	731,553	521,159	300,000	(89,606)	210,394	210,393	-	1
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	490,721	277,238	150,000	63,483	213,483	-	11,402	202,081
30161150-544100	C1807 PUBLIC ARTS PROGRAM	231,000	170,000	45,000	16,000	61,000	32,550	13,950	14,500



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				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30161150-541500	C1911	EQUESTRIAN CENTER (FOUNDATION)		245,454	-	-	245,454	245,454	28,410	217,043	1
30161150-521200	C1926	NORTHSIDE MOU (PARKS)		11,400	-	-	11,400	11,400	-	11,400	-
30161150-541500	C1926	NORTHSIDE MOU (PARKS)		149,903	117,657	-	32,246	32,246	708	-	31,538
30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM		63,915	35,170	-	28,745	28,745	6,259	11,600	10,886
30161150-541500	C2010	PARK ENHANCEMENTS		622,179	465,437	125,000	31,742	156,742	101,513	23,602	31,627
30161150-541500	C2030	TOWN GREEN IMPROVEMENTS		250,000	-	250,000	-	250,000	14,950	14,550	220,500
30161150-541500	C2031	INNOVATION ACADEMY IGA		249,992	249,638	-	354	354	354	-	-
30161150-541500	C2051	FOUNTAIN MAINTENANCE		36,306	27,309	-	8,997	8,997	-	-	8,997
30161150-541500	C2202	ATHLETIC COURTS RESURFACING		98,433	58,433	40,000	-	40,000	-	9,935	30,065
30161150-541500	C2245	WILL PARK MAINTENANCE FACILITY		215,325	766	-	214,559	214,559	71,362	143,195	2
30161150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)		75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT		200,000	-	200,000	-	200,000	-	-	200,000
30161150-541500	C2309	WACKY WORLD 2.0 (DONATIONS)		33	-	-	33	33	-	-	33
30161150-541500	C2316	GREENWAY BOARDWALK REPLACEMENT		327,519	-	-	327,519	327,519	-	327,519	0
		subtotal				\$ 2,940,000	\$ 1,247,518	\$ 4,187,518	\$ 1,819,558	\$ 1,071,891	\$ 1,296,069
Community Development											
30174150-544100	C0019	DOWNTOWN PARKING FUND		576,749	297,748	\$ -	\$ 279,001	\$ 279,001	\$ -	\$ -	\$ 279,001
30174150-544100	C0924	ECONOMIC DEVELOPMENT PLAN		107,640	62,500	-	45,140	45,140	15,000	30,140	-
30174150-544200	C1300	CITY ECON DEVELOPMENT TOOLKIT		263,260	202,010	-	61,250	61,250	-	-	61,250
30174150-542200	C1433	FLEET REPLACEMENT		60,000	-	60,000	-	60,000	59,932	-	68
30174150-541410	C1603	DESIGN SERVICES		526,003	376,257	40,000	109,746	149,746	72,927	28,960	47,859
30174150-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS		78,500	52,670	-	25,830	25,830	25,797	-	33
30174150-542400	C2111	COMMUNITY DEVELOPMENT EQUIPMENT		21,000	7,993	-	13,007	13,007	-	-	13,007
30174150-521200	C2114	S MAIN ST ARC STUDY		40,000	13,600	-	26,400	26,400	26,400	-	-
30174150-521200	C2307	WINDWARD-HWY9 MASTER PLAN MOU		60,000	-	-	60,000	60,000	700	-	59,300
		subtotal				\$ 100,000	\$ 620,374	\$ 720,374	\$ 200,756	\$ 59,100	\$ 460,519



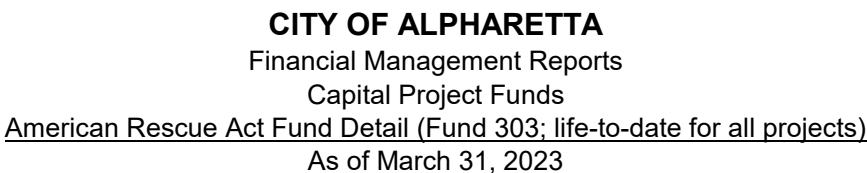
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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures		Available Budget
Account #	Project						Encumbrances		
Non-Departmental									
30190200-579000	NON-ALLOCATED			\$ 2,645,490	\$ (825,781)	\$ 1,819,709	\$ -	\$ -	\$ 1,819,709
30190200-579011	GRANTS UNDER REVIEW			-	-	-	-	-	-
	subtotal			\$ 2,645,490	\$ (825,781)	\$ 1,819,709	\$ -	\$ -	\$ 1,819,709
	Total			\$ 14,059,800	\$ 10,768,802	\$ 24,828,602	\$ 7,034,992	\$ 10,262,214	7,531,396



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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue									
Public Works									
30241100-371000	DONATION FROM PRIVATE SOURCE			\$ -	\$ 4,496	\$ 4,496	\$ 4,496		\$ 0
	subtotal			\$ -	\$ 4,496	\$ 4,496	\$ 4,496		\$ 0
Non-Departmental									
30290200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 50,477		\$ (50,477)
30290200-362000	REALIZED GAIN/LOSS ON INVS						(5,029)		5,029
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	(12,313)		12,313
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			4,200,000	-	4,200,000	3,150,000		1,050,000
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,716,691	1,716,691	-		1,716,691
	subtotal			\$ 4,200,000	\$ 1,716,691	\$ 5,916,691	\$ 3,183,135		\$ 2,733,556
	Total			\$ 4,200,000	\$ 1,721,187	\$ 5,921,187	\$ 3,187,631		\$ 2,733,556
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,006,403	629,910	\$ 150,000	\$ 226,493	\$ 376,493	\$ 113,514	\$ 24,917	\$ 238,062
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	11,428,589	6,438,340	3,930,000	1,060,249	4,990,249	661,043	668,738	3,660,467
30241100-541430 C1503	STORMWATER STUDIES	500,001	323,580	-	176,421	176,421	20,200	-	156,221
30241100-541430 C1604	STORMWATER INSPECTIONS	664,055	458,720	120,000	85,335	205,335	46,421	37,224	121,690
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	250,626	150,800	-	99,826	99,826	73,126	26,700	-
	subtotal			\$ 4,200,000	\$ 1,648,324	\$ 5,848,324	\$ 914,304	\$ 757,580	\$ 4,176,440
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 72,863	\$ 72,863	\$ -	\$ -	\$ 72,863
	subtotal			\$ -	\$ 72,863	\$ 72,863	\$ -	\$ -	\$ 72,863
	Total			\$ 4,200,000	\$ 1,721,187	\$ 5,921,187	\$ 914,304	\$ 757,580	\$ 4,249,303



Financial Management Report
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CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

2016 Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)

As of March 31, 2023

		Project Snapshot: FY2017 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
31790200-395000	CARRYFORWARD FUND BALANCE			\$ -	\$ 190,370	\$ 190,370	\$ -		\$ 190,370
31790200-389000	MISCELLANEOUS REVENUE			-	108,000	108,000	-		108,000
31790200-361000	INTEREST EARNINGS			-	-	-	36,444		(36,444)
	subtotal			\$ -	\$ 298,370	\$ 298,370	\$ 36,444		\$ 261,926
	Total			\$ -	\$ 298,370	\$ 298,370	\$ 36,444		\$ 261,926
Expenditures									
31741100-541410	C1410 RUCKER RD CORRIDOR	14,651,644	14,651,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31741100-541410	C1631 MCGINNIS RD IGA (FORSYTH)	3,773,587	3,773,587	-	-	-	-	-	-
31741100-541410	C1702 KIMBALL BR RD IMPROVEMENTS	9,872,926	9,872,926	-	-	-	-	-	-
31741100-541420	C1712 ALPHALOOP	449,253	359,043	-	90,210	90,210	86,453	3,757	0
31741100-541420	C1715 BETHANY/MAYFIELD ROUNDABOUT	299,137	299,137	-	-	-	-	-	-
31741100-541420	C1826 SPRUELL CIRCLE SIDEWALK	308,628	308,128	-	500	500	-	-	500
31741100-541420	C1829 PROVIDENCE AREA SIDEWALKS	920,441	920,441	-	-	-	-	-	-
31741100-541420	C1925 MORRISON PARKWAY SIDEWALKS	921,718	921,718	-	-	-	-	-	-
31741100-541420	C2305 ALPHALOOP (OMP - NORTHWINDS)	150,749	-	-	150,749	150,749	65,910	-	84,839
31761150-541300	C1708 GREENWAY EXT TO FORSYTH	9,842,189	9,837,210	-	4,979	4,979	-	4,850	129
31761150-541300	C1709 EASTSIDE COMMUNITY CTR	2,553,436	2,519,186	-	34,250	34,250	30,000	4,250	-
31761150-579000	PARKS RESERVE	17,682	-	-	17,682	17,682	-	-	17,682
	Total			\$ -	\$ 298,370	\$ 298,370	\$ 182,363	\$ 12,857	\$ 103,150



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
 As of March 31, 2023

			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31890200-361000	INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ 728,213		\$ (728,213)
31890200-393400	BOND PREMIUM					28,908,660	28,908,660	-		28,908,660
31890200-395000	CARRYFORWARD FUND BALANCE					-	367,339	367,339	-	367,339
	subtotal				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 728,213		\$ 28,547,786
	Total				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 728,213		\$ 28,547,786
Expenditures										
31841100-541420	C1712	ALPHALOOP	7,500,000	-	\$ -	\$ 7,500,000	\$ 7,500,000	\$ -	\$ -	\$ 7,500,000
31861150-541500	C0922	SYNTHETIC TURF	1,000,000	23,990	-	976,010	976,010	-	-	976,010
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	5,000,000	11,664	-	4,988,336	4,988,336	51,672	1,398,048	3,538,615
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	5,671,367	125,098	-	5,546,269	5,546,269	46,336	610,606	4,889,327
31861150-541500	C2216	UNION HILL PARK	3,250,001	25,753	-	3,224,248	3,224,248	119,537	399,208	2,705,503
31861150-541500	C2217	MID-BROADWELL PARK	500,001	47,538	-	452,463	452,463	3,136	-	449,327
31861150-541500	C2218	OLD RUCKER PARK	3,000,000	20,170	-	2,979,830	2,979,830	94,450	293,150	2,592,230
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	16,720	-	1,983,280	1,983,280	13,850	-	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,250,001	15,127	-	1,234,874	1,234,874	209,580	1,025,294	1
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	-	-	328,634	328,634	307,283	21,351	-
31890200-579000	PARKS RESERVE		62,055	-	-	62,055	62,055	-	-	62,055
31890200-584000	DEBT ISSUANCE COSTS		368,549	368,549	-	-	-	-	-	-
	Total				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 845,845	\$ 3,747,657	\$ 24,682,497



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
 As of March 31, 2023

Account #Project			Project Snapshot: FY2017 - FY2022		FY 2023					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue										
Non-Departmental										
33590200-395000	CARRYFORWARD FUND BALANCE				\$ 4,300,000	\$ 37,289,778	\$ 41,589,778			\$ 41,589,778
33541100-361000	INTEREST EARNINGS				-	-	-	1,015,957		(1,015,957)
Total					\$ 4,300,000	\$ 37,289,778	\$ 41,589,778	\$ 1,015,957	\$ 40,573,822	
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	-	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 1,960,853	\$ 39,147	\$ -
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,026,414	140,756	-	4,885,658	4,885,658	455,723	-	4,429,935
33541100-541410	C1713	KIMBALL BR RD OP IMPROVEMENTS	1,359,742	1,119,002	-	240,740	240,740	-	233,749	6,991
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP	5,579,474	1,924,663	-	3,654,811	3,654,811	332,278	1,322,531	2,000,001
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	860,986	-	15,403	15,403	15,402	-	1
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,427,990	1,263,692	-	164,298	164,298	164,297	-	1
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	737,429	-	4,148,572	4,148,572	-	4,148,571	1
33541100-541410	C2104	WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,509	676,585	-	15,924	15,924	15,888	36	1
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	2,573,000	230,000	2,300,000	43,000	2,343,000	3,000	43,000	2,297,000
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,000	54,157	-	5,945,843	5,945,843	489,622	3,817,640	1,638,581
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,000	33,550	-	16,966,450	16,966,450	596,626	-	16,369,824
33541100-541420	C2305	ALPHALOOP (OMP-NORTHWINDS)	825,000	-	-	825,000	825,000	-	825,000	-
33590200-579000	CONTINGENCY				-	384,079	384,079	-	-	384,079
Total					\$ 4,300,000	\$ 37,289,778	\$ 41,589,778	\$ 4,033,689	\$ 10,429,675	\$ 27,126,414



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
 As of March 31, 2023

Account #		Project	Project Snapshot: FY2017 - FY2022		FY 2023					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue										
Non-Departmental										
33690200-313400		TSPLOST II			\$ -	\$ 48,335,327	\$ 48,335,327	\$ 9,719,988		\$ 38,615,339
33641100-361000		INTEREST EARNINGS			-	-	-	191,997		(191,997)
33690200-395000		CARRYFORWARD FUND BALANCE			-	3,648,408	3,648,408	-		3,648,408
Total					\$ -	\$ 51,983,735	\$ 51,983,735	\$ 9,911,984		\$ 42,071,751
Expenditures										
33641100-541410	C2040	TRADEWINDS PARKWAY	6,500,000	2,400	\$ -	\$ 6,497,600	\$ 6,497,600	\$ 5,465	\$ -	\$ 6,492,135
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,000	13,873	-	12,986,127	12,986,127	358,984	9,531,326	3,095,818
33641100-541410	C2107	NORTH POINT PARKWAY IMP	10,000,000	-	-	10,000,000	10,000,000	200,518	537,782	9,261,700
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	113,037	18,537	-	94,500	94,500	78,503	15,997	-
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)	74,263	18,537	-	55,726	55,726	-	-	55,726
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)	212,300	-	-	212,300	212,300	201,633	10,667	-
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,001	1,525	-	348,476	348,476	9,005	145,670	193,801
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,000	1,161	-	748,839	748,839	9,000	108,539	631,300
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,000	12,349	-	3,987,651	3,987,651	228,560	419,209	3,339,881
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	149,401	-	-	149,401	149,401	129,616	19,785	0
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	-	-	146,000	146,000	146,000	-	-
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,526	-	-	4,757,526	4,757,526	-	-	4,757,526
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	12,000,000	411	-	11,999,589	11,999,589	227,810	11,526,330	245,449
Total					\$ -	\$ 51,983,735	\$ 51,983,735	\$ 1,595,094	\$ 22,315,304	\$ 28,073,337



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of March 31, 2023

				Project Snapshot: FY2013 - FY2022		FY 2023					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project										
Revenue											
27074110-341321	IMPACT FEES STREETS & HIGHWAYS					\$ -	\$ 200,000	\$ 200,000	\$ 96,854		\$ 103,146
27074110-341323	IMPACT FEES RECREATION & PARKS					350,000	34,089	384,089	194,992		189,097
27074110-341324	IMPACT FEES PUBLIC SAFETY					-	-	-	9,668		(9,668)
27074110-395000	CARRYFORWARD FUND BALANCE					1,668,690	3,234,586	4,903,276	-		4,903,276
27074110-362000	REALIZED GAIN/LOSS ON INVS					-	-	-	(7,603)		7,603
27074110-363000	UNREALIZED GAIN/LOSS					-	-	-	(22,866)		22,866
27074110-361000	INTEREST EARNINGS					-	-	-	76,251		(76,251)
	Total					\$ 2,018,690	\$ 3,468,675	\$ 5,487,365	\$ 347,296		\$ 5,140,069
Expenditures											
Public Safety											
27031150-544200	C2206	RAPID RESCUE TRUCK		124,600	124,100	\$ -	\$ 500	\$ 500	\$ -		\$ 500
27031150-542100	C2302	ALL TERRAIN VEHICLES		18,690	-	18,690	-	18,690	18,690	-	-
		subtotal				\$ 18,690	\$ 500	\$ 19,190	\$ 18,690	\$ -	\$ 500
Public Works											
27041100-541410	C1410	RUCKER RD CORRIDOR		1,002,553	857,003	\$ -	\$ 145,550	145,550	\$ 134,044	\$ 11,506	\$ 0
27041100-541410	C1723	TEASLEY ST IMPROVEMENTS		38,125	38,125	-	-	-	-	-	-
27041100-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS		1,250,000	-	-	1,250,000	1,250,000	-	-	1,250,000
27041100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)		1,540,000	-	-	1,540,000	1,540,000	549,310	990,690	-
		subtotal				\$ -	\$ 2,935,550	\$ 2,935,550	\$ 683,354	\$ 1,002,196	\$ 1,250,000
Recreation, Parks & Cultural Services											
27061150-541500	C2011	WILLS PARK MASTER PLAN		328,634	-	\$ -	\$ 328,634	\$ 328,634	\$ 21,930	\$ -	\$ 306,704
27061150-541410	C2113	ENCORE GREENWAY GATEWAY		2,000,000	-	2,000,000	-	2,000,000	27,480	-	1,972,520
		subtotal				\$ 2,000,000	\$ 328,634	\$ 2,328,634	\$ 49,410	\$ -	\$ 2,279,224



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of March 31, 2023

Account #	Project	Project Snapshot: FY2013 - FY2022		FY 2023					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			\$ -	\$ 66,720	\$ 66,720		\$ 66,720	\$ -
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	19,816	19,816	-	-	19,816
27074110-579002	NON-ALLOCATED RECREATION & PARKS			-	-	-	-	-	-
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			-	117,455	117,455	-	-	117,455
27041100-579011	MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-
	subtotal			\$ -	\$ 203,991	\$ 203,991	\$ -	\$ 66,720	\$ 137,271
	Total			\$ 2,018,690	\$ 3,468,675	\$ 5,487,365	\$ 751,454	\$ 1,068,916	\$ 3,666,995



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of March 31, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
27590150-314100	HOTEL/MOTEL TAXES			\$ 7,500,000	\$ -	\$ 7,500,000	\$ 6,051,952		\$ 1,448,048
27590150-319201	PENALTY/INTEREST HOTEL MOTEL TAX			-	-	-	521		(521)
27590150-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(2,058)		2,058
27590150-363000	UNREALIZED GAIN/LOSS			-	-	-	(7,970)		7,970
27590150-361000	INTEREST EARNINGS			-	-	-	21,646		(21,646)
	subtotal			\$ 7,500,000	\$ -	\$ 7,500,000	\$ 6,064,091		\$ 1,435,909
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE			\$ -	\$ 1,143,172	\$ 1,143,172	\$ -		\$ 1,143,172
	subtotal			\$ -	\$ 1,143,172	\$ 1,143,172	\$ -		\$ 1,143,172
	Total			\$ 7,500,000	\$ 1,143,172	\$ 8,643,172	\$ 6,064,091		\$ 2,579,081
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	29,944,535	26,663,285	\$ 3,281,250	\$ -	\$ 3,281,250	\$ 2,664,791	\$ -	\$ 616,459
	subtotal			\$ 3,281,250	\$ -	\$ 3,281,250	\$ 2,664,791	\$ -	\$ 616,459
City/Other									
27590150-521200	PROFESSIONAL SERVICES	35,655	30,155	\$ 5,500	\$ -	\$ 5,500	\$ 2,915	\$ -	\$ 2,585
27590150-579006	DEBT SERVICE RESERVE	586,022	-	35,537	550,485	586,022	-	-	586,022
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	26,063,456	23,250,956	2,812,500	-	2,812,500	2,286,107	-	526,393
	subtotal			\$ 2,853,537	\$ 550,485	\$ 3,404,022	\$ 2,289,022	\$ -	\$ 1,115,000
Tourism Product Development									
27590150-541500	C1911 EQUESTRIAN CENTER	38,739	38,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27590450-541500	C2011 WILLS PARK MASTER PLAN	751,891	468,574	-	283,317	283,317	268,248	-	15,069
27590150-541500	C2245 WILLS PRK MAINTENANCE FACILITY	309,370	-	-	309,370	309,370	309,369	-	1
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	2,185,000	1,535,000	650,000	-	650,000	-	-	650,000
27590151-582100	D1600 INTEREST PAYMENT (2016 CONF CTR BOND)	5,343,655	4,628,442	715,213	-	715,213	357,606	-	357,607
	subtotal			\$ 1,365,213	\$ 592,687	\$ 1,957,900	\$ 935,223	\$ -	\$ 1,022,677
	Total			\$ 7,500,000	\$ 1,143,172	\$ 8,643,172	\$ 5,889,036	\$ -	\$ 2,754,136



OTHER REPORTS



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended March 31, 2023

Vendor	Description	Department	\$ Amount
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Svcs	\$ 13,064.25
ACOMFORT BY DESIGN	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Public Works	\$ 8,862.52
AECOM TECHNICAL SERVICES INC	DESIGN BUILD SERVICES	Public Works	\$ 281,120.83
AFLAC	VOL INSURANCE	General Government	\$ 11,554.02
ALLIED PAVING CONTRACTORS	CASH BOND RELEASE FOR TREE & EROSION CONTROL BONDS	General Government	\$ 17,800.00
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	\$ 427,474.89
ALPHARETTA	HOTEL/MOTEL TAX	General Government	\$ 311,640.31
ALPHARETTA	HOTEL/MOTEL	General Government	\$ 319,296.66
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 9,000.00
AMERICAN FACILITY	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Svcs	\$ 22,812.50
AQUA-NOMICS EXTERIOR	BUILDING CLEANING, EXTERIOR	Public Works	\$ 5,530.00
AT&T CORP	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 42,109.91
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 14,928.69
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	\$ 19,033.25
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL	Public Safety	\$ 10,105.21
ATKINS NORTH AMERICA	CONSTRUCTION MANAGEMENT SERVICES	Public Works	\$ 11,899.88
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES	Public Works	\$ 21,509.26
BARGE DESIGN SOLUTIONS	DESIGNING SERVICES	Rec., Parks & Cultural Svcs	\$ 6,554.15
BARGE DESIGN SOLUTIONS	DESIGNING SERVICES	Rec., Parks & Cultural Svcs	\$ 20,993.76
BCC ENGINEERING, LLC	DESIGN BUILD SERVICES	Rec., Parks & Cultural Svcs	\$ 6,699.50
BUTCH THOMPSON	CONSTRUCTION, SEWER AND STORM DRAIN	Public Works	\$ 25,849.00
CAITLIN ANN GUEST	WEBB BRIDGE RD-PARCEL 17	Public Works	\$ 7,600.00
CAPITAL CITY ELECTRIC	STREET LIGHT MAINTENANCE AND REPAIR	Public Works	\$ 17,318.00
CAPITAL CITY ELECTRIC	STREET LIGHT MAINTENANCE AND REPAIR	Public Works	\$ 10,940.00
CARL BLACK BUICK GMC	VEHICLE REPAIRS AND MAINTENANCE	Public Safety	\$ 17,110.71
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 9,056.58
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Various Departments	\$ 14,073.06
CASA NUOVA LLC	GOLDEN AGE CLUB LUNCHEON (CLUB FUNDS USED)	Rec., Parks & Cultural Svcs	\$ 5,240.00
CITY OF MILTON	LEASE-COURTROOM IGA-MARCH	Municipal Court	\$ 6,775.00



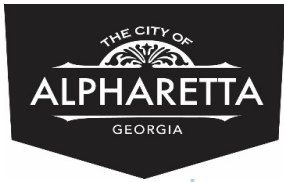
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended March 31, 2023

Vendor	Description	Department	\$ Amount
CITY OF ROSWELL	FIREMAN TRAINING AND INSTRUCTIONAL AIDS AND MATERIAL	Public Safety	\$ 54,922.53
COLUMBIA ENGINEERING	DESIGNING SERVICES	Various Departments	\$ 96,031.21
CONTROL TECHNOLOGIES	TRAFFIC CONTROLS AND EQUIPMENT, ELECTRIC SYSTEMS	Public Works	\$ 20,722.00
CONTROL TECHNOLOGIES	TRAFFIC CONTROLS AND EQUIPMENT, ELECTRIC SYSTEMS	Public Works	\$ 18,939.00
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Svcs	\$ 15,732.20
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Svcs	\$ 18,057.20
DATA MEDIA ASSOCIATE	BILLING SERVICE	Finance	\$ 12,356.46
DELL MARKETING LP	MICROCOMPUTERS, DESKTOP OR TOWER BASED	Public Works	\$ 5,100.00
DELL MARKETING LP	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 6,211.24
DELL MARKETING LP	MICROCOMPUTERS, DESKTOP OR TOWER BASED	Information Technology	\$ 6,695.00
DIX.HITE + PARTNERS	DESIGNING SERVICES	Rec., Parks & Cultural Svcs	\$ 8,762.50
ESIS INC	CLAIMS (WORKERS COMP)	Risk Management	\$ 15,003.82
FAITHFUL GUARDIAN	EDUCATIONAL/TRAINING SERVICES	Public Safety	\$ 13,046.94
FLOCK GROUP INC	SURVEILLANCE CAMERAS AND COUNTER-SURVEILLANCE EQUIPMENT	Public Safety	\$ 8,700.00
FULTON COUNTY BOARD OF COMMISSIONERS	FEBRUARY 2023 LVAP	Public Safety	\$ 6,925.70
FULTON COUNTY BOARD OF EDUCATION	FEB 2023 FUEL BILL	General Government	\$ 42,745.20
FULTON COUNTY SUPERIOR COURT	WEBB BRIDGE-PARCEL 5, ID 21 55512400163	Public Works	\$ 32,700.00
FUSUS	DATABASE SOFTWARE	Public Safety	\$ 25,000.00
GALLS INC	EMPLOYEE UNIFORMS & BULLETPROOF VESTS	Public Safety	\$ 12,658.75
GALLS INC	EMPLOYEE UNIFORMS & BULLETPROOF VESTS	Public Safety	\$ 5,012.65
GALLS INC	EMPLOYEE UNIFORMS & BULLETPROOF VESTS	Public Safety	\$ 5,855.90
GARLAND DBS INC	WEATHER AND WATERPROOFING MAINTENANCE AND REPAIR	Public Works	\$ 5,560.00
GARLAND DBS INC	ROOFING	Public Safety	\$ 58,327.80
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 15,065.83
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 166,640.24
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 5,988.15
GEORGIA SUPERIOR COURT	MUNICIPAL COURT FINES	Public Safety	\$ 30,022.04
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Svcs	\$ 11,133.28
GIS PLANNING	Real Estate Website interface Software	Community & Econ. Dev.	\$ 12,350.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended March 31, 2023

Vendor	Description	Department	\$ Amount
GREENTREE BEDDING	BEDDING, ALL TYPES, MAINTENANCE AND REPAIR	Rec., Parks & Cultural Svcs	\$ 5,418.00
ICON VENUE GROUP	CONSULTING SERVICES	Community & Econ. Dev.	\$ 10,900.00
ICON VENUE GROUP	CONSULTING SERVICES	Community & Econ. Dev.	\$ 25,925.11
JARRARD & DAVIS	FEBRUARY 2023 FEES FOR SERVICES	Legal Svcs	\$ 82,947.31
KIMLEY-HORN & ASSOCIATES	ANALYTICAL STUDIES AND SURVEYS (CONSULTING)	Community & Econ. Dev.	\$ 11,500.00
LEADSONLINE LLC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 11,430.00
METRO ATLANTA CHAMBER OF COMMERCE INC	BIO Conference Sponsorship	Community & Econ. Dev.	\$ 5,000.00
METRO ATLANTA CHAMBER OF COMMERCE INC	2023 MEMBERSHIP INVESTMENT	Community & Econ. Dev.	\$ 12,218.00
MOFFATT & NICHOL	DESIGNING SERVICES	Public Works	\$ 19,705.14
NAVEX GLOBAL INC	TRAINING, COMPUTER BASED (SOFTWARE SUPPORTED)	Human Resources	\$ 9,691.65
NEW LONDON	OFFSET PRINTING, BOOKLETS, SADDLE STITCH BINDING	Rec., Parks & Cultural Svcs	\$ 5,275.00
NFCID	CONSTRUCTION, WATER SYSTEM/PLANTS, MAIN AND SERVICE	Public Works	\$ 20,304.00
PARK FOREST HOMEOWNERS	PARCEL 35	Public Works	\$ 43,500.00
PEACE OFFICER'S ANNUITY & BENEFIT FUND GA	MUNICIPAL COURT FINES	Public Safety	\$ 15,477.58
PEACH STATE TRUCK	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 15,755.79
PLAYCORE WISCONSIN	PLAYGROUND EQUIPMENT (NOT OTHERWISE CLASSIFIED)	Various Departments	\$ 19,931.02
POND & COMPANY	DESIGNING SERVICES	Public Works	\$ 9,280.00
POND & COMPANY	MAINTENANCE AND REPAIR, BRIDGES	Public Works	\$ 8,621.10
PRIME CONTRACTORS	DESIGN BUILD SERVICES	Rec., Parks & Cultural Svcs	\$ 207,718.64
PRINTERLOGIC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 9,010.00
RCS PRODUCTIONS	WIRE & WOOD (ACVB SPONSOR)	Rec., Parks & Cultural Svcs	\$ 50,000.00
ROYAL CUP COFFEE	WATER AND COFFEE SERVICES	Various Departments	\$ 6,433.85
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 72,786.16
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 28,367.13
SHARPSHOOTERS USA	TACTICAL RANGE USE	Public Safety	\$ 11,390.00
SHI INTERNATIONAL CO	MICROSOFT AZURE CLOUD SERVICES	Various Departments	\$ 21,838.72
SLAM MECHANICAL LLC	PLUMBING EQUIPMENT AND FIXTURES, MAINTENANCE AND REPAIRS	Public Works	\$ 9,770.56
SOIL EROSION AND EDUCATION	LANDSCAPING (INCLUDING DESIGN,	Public Works	\$ 48,677.00
SOL CONSTRUCTION LLC	CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)	Public Works	\$ 95,909.78



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended March 31, 2023

Vendor	Description	Department	\$ Amount
SOUTHEASTERN REFEREE	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Svcs	\$ 5,552.00
SOUTHERN HYDRO VAC	PIPELINE EQUIPMENT MAINTENANCE	Public Works	\$ 22,515.00
SOUTHERN TIRE MART	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 5,179.72
STRYKER SALES LLC	CARDIOVASCULAR INSTRUMENTATION: DEFIBRILLATORS	Public Safety	\$ 15,000.00
SUSTAINABLE WATER	CIVIL ENGINEERING	Public Works	\$ 26,574.00
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	\$ 7,916.67
TEMPLE INC	TRAFFIC CONSULTING	Public Works	\$ 5,418.33
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS	Rec., Parks & Cultural Svcs	\$ 9,375.61
TNT	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 8,763.57
TOKIO MARINE HCC	RISK MGMT	Risk Management	\$ 6,007.96
TRANSAMERICA	RECORDKEEPING FEES 10/22-12/22	Finance	\$ 7,738.12
TRI SCAPES INC	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Svcs	\$ 41,658.42
TRUIST BANK	FEBRUARY EPAYABLES & MARCH PCARDS	General Government	\$ 160,232.06
UNITED FIRE PROTECTION	FIRE ALARM SERVICE	Public Works	\$ 13,090.00
UTILITY ASSET Management	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	\$ 197,524.05
VERIZON WIRELESS	TELEPHONE SERVICES, CELLULAR	Various Departments	\$ 15,414.71
YANCEY BROS CO	TRUCK MAINTENANCE AND REPAIR, HEAVY	Public Works	\$ 13,661.57
YELLOBEE STUDIO	GRAPHIC DESIGN SERVICES FOR PRINTING	Rec., Parks & Cultural Svcs	\$ 6,400.00



CITY OF ALPHARETTA
Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
for the month ended March 31, 2023

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
23000633	CONWAY DATA, INC.	COMMUNITY & ECON. DEV.	\$ 9,000.00	1/2 PAGE AD IN MAY 2023 AND JULY 2023 IN SITE SELECTOR MAGAZINE
23000638	METRO ATL CHAMBER OF COMMERCE INC	COMMUNITY & ECON. DEV.	\$ 12,218.00	2023 YEARLY MEMBERSHIP
23000640	GEO-HYDRO ENGINEERS	PUBLIC WORKS	\$ 14,800.00	PAVEMENT DATA COLLECTION SERVICES
23000641	LEADSONLINE LLC	PUBLIC SAFETY	\$ 11,430.00	LEADSONLINE TOTAL TRACK PLUS METAL THEFT INVESTIGATION SYSTEM RENEWAL
23000642	SLAM MECHANICAL LLC	PUBLIC WORKS	\$ 5,900.00	WATER LINE LEAK REPAIR WITH INSTALLATION OF SHUT OFF VALVE
23000643	ECOFLO INC	PUBLIC WORKS	\$ 37,584.00	HOUSEHOLD HAZARDOUS WASTE AND PAINT COLLECTION EVENT FOR SPRING 2023
23000646	GREAT SOUTHERN RECREATION	REC., PARKS & CULTURAL SVCS	\$ 11,402.00	REPLACEMENT OF NEUTRON CAROUSEL AT WINDWARD COMMUNITY PARK
23000647	RUSSELL LANDSCAPE, LLC	PUBLIC WORKS	\$ 21,331.88	REPLACEMENT SHRUBS IN OLD MILTON PKWY MEDIANS
23000648	DREAM HOUSE PAINTING INC	PUBLIC WORKS	\$ 27,555.00	PAINTING AND PRESSURE WASHING AT MULTIPLE LOCATIONS
23000652	GIS PLANNING	COMMUNITY & ECON. DEV.	\$ 12,350.00	REAL ESTATE WEBSITE INTERFACE SOFTWARE
23000654	TERRAMARK LAND SURVEYING INC	PUBLIC WORKS	\$ 14,960.00	SURVEYING SERVICES FOR PEDESTRIAN BRIDGES AND STORM DRAIN PROJECT
23000657	YANCEY BROS CO.	PUBLIC WORKS	\$ 13,661.57	VEHICLE REPAIR AND MAINTENANCE TO EN1731
23000658	S&L INTEGRATED SYSTEMS	MUNICIPAL COURT	\$ 9,549.81	ZOOM JAIL CALL SYSTEM, PHASE 1
23000660	HOME BY DARK PRODUCTIONS LLC	REC., PARKS & CULTURAL SVCS	\$ 30,000.00	HOME BY DARK CONCERT SERIES FOR APRIL - JUNE 2023
23000664	PYRO SHOWS EAST COAST INC	REC., PARKS & CULTURAL SVCS	\$ 17,500.00	JULY 4TH FIREWORKS DEPOSIT
23000665	THE EQUIPMENT GUY LLC	REC., PARKS & CULTURAL SVCS	\$ 14,145.00	GYMNASIUM MATS FOR ALPHARETTA COMMUNITY CENTER
23000668	SLAM MECHANICAL LLC	PUBLIC WORKS	\$ 18,627.12	EMERGENCY PLUMBING REPAIR AT CRABAPPLE GOVERNMENT CENTER
23000670	CARL BLACK BUICK GMC LLC	PUBLIC SAFETY	\$ 7,326.02	VEHICLE REPAIR AND MAINTENANCE TO PD4996
23000671	RUSSELL LANDSCAPE, LLC	PUBLIC WORKS	\$ 5,420.72	LANDSCAPING IMPROVEMENT AT FIRE STATION 86
23000673	MILO ENTERPRISES, INC.	PUBLIC WORKS	\$ 21,828.00	CONCRETE LIFTING/UNDERSEALING SERVICES AT KIMBALL BRIDGE/GLENN ABBEY
23000675	FLOCK GROUP INC	PUBLIC SAFETY	\$ 8,700.00	ANNUAL MAINTENANCE FOR (3) FLOCK CAMERAS
23000680	PRINTERLOGIC, INC.	INFORMATION TECHNOLOGY	\$ 9,010.00	PRINTERLOGIC 1-YEAR SUBSCRIPTION
23000681	NAVEX GLOBAL INC	HUMAN RESOURCES	\$ 9,691.65	(2) COURSE SUBSCRIPTION FROM 03/27/203 - 03/26/2024
23000682	GF FULWOOD INC	REC., PARKS & CULTURAL SVCS	\$ 7,340.00	(2) 5 FT AND (2) 7 FT 3D GOLD FRAME, WARM WHITE SNOWFLAKES
23000683	JUANYA DAVON WILLIAMS	REC., PARKS & CULTURAL SVCS	\$ 10,000.00	INSTRUCTOR SERVICE FOR WORLD TANG SO DOO CLASSES
23000684	PENGWINDOW FILM, LLC	PUBLIC WORKS	\$ 24,679.00	BULLET SHIELD, LEVEL 3, TO CITY COUNCIL CHAMBERS WINDOWS
23000687	COMFORT BY DESIGN INC	PUBLIC WORKS	\$ 5,093.49	REPLACEMENT FURNACE AT CRABAPPLE GOVERNMENT CENTER
23000688	DELL MARKETING LP	INFORMATION TECHNOLOGY	\$ 5,525.77	POWEREDGE R350 RACK SERVER
23000692	JONES CONTRACTING GROUP, LLC	REC., PARKS & CULTURAL SVCS	\$ 30,525.00	UNION HILL COVERED ARENA ROOF REPAIR AND PAINTING
23000693	SUCCESS AND RESULTS CONSULTING	REC., PARKS & CULTURAL SVCS	\$ 40,800.00	UNION HILL COVERED ARENA FLOOR REFINISHING
23000694	YELLOBEE STUDIO	REC., PARKS & CULTURAL SVCS	\$ 6,400.00	GRAPHIC DESIGN SERVICES FOR 2023 SUMMER ACTIVITY GUIDE
23000695	NEW LONDON COMMUNICATIONS, LLC	REC., PARKS & CULTURAL SVCS	\$ 5,275.00	PROGRAM BOOKLETS FOR 2023 SUMMER ACTIVITY GUIDE
23000697	PIX4D INC.	PUBLIC SAFETY	\$ 5,900.00	CRASH SOFTWARE TO ALLOW TRAFFIC UNIT TO WORK SEVERE COLLISIONS
23000699	FAITHFUL GUARDIAN LLC	PUBLIC SAFETY	\$ 13,046.94	RECRUIT EMT SCHOOL

City of Alpharetta
Balance Sheet
Governmental Funds
March 31, 2023

	Major Governmental Funds							Non-Major	Total
	General	Capital	Capital	2016	2022	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
ASSETS									
Cash / Cash Equivalents / Investments	\$ 51,615,673	\$ 12,958,588	\$ (1,106,582)	\$ 51,989	\$ 29,177,274	\$ 38,733,498	\$ 12,008,984	\$ 22,338,828	\$ 165,778,251
Receivables (net of allowance for uncollectibles)									
Taxes Receivable									
Property Taxes	971,980	-	-	-	-	-	-	-	971,980
Other Taxes	4,272,354	-	-	-	-	-	-	-	4,272,354
Interest	-	-	-	-	-	-	-	39,000	39,000
Accounts	-	-	-	-	-	-	-	196,706	196,706
Due from Other Funds	1,754	-	-	-	-	-	-	1,186	2,940
Intergovernmental Receivable	16,816	217,043	1,299,996	-	-	-	-	-	1,533,854
Cash - Restricted	61,780	297,228	-	-	-	-	-	-	359,008
Total Assets	56,940,357	13,472,858	193,414	51,989	29,177,274	38,733,498	12,008,984	22,575,719	173,154,092
LIABILITIES AND FUND BALANCES									
Liabilities									
Current									
Accounts Payable	421,632	28,790	9,200	-	331	52,243	12,767	603,958	1,128,920
Retainage Payable	-	27,157	32,256	7,537	18,575	109,209	30,918	101,314	326,967
Intergovernmental Payable	-	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-	-
Payroll Payable	98,161	-	-	-	-	-	-	-	98,161
Due to Other Funds	-	-	-	-	-	-	-	3,766	3,766
Deferred Revenue	5,305,422	217,043	1,299,996	-	-	-	-	236,891	7,059,351
Unearned Revenue	725,340	-	-	-	-	-	-	3,410,989	4,136,329
Non-Current									
Unclaimed Property	64,608	-	-	-	-	-	-	-	64,608
Claims Payable	-	-	-	-	-	-	-	-	-
Total Liabilities	6,615,162	272,990	1,341,452	7,537	18,906	161,452	43,685	4,356,918	12,818,102
Fund Balances:									
Restricted for:									
Capital Projects	-	1,117,946	(3,240,183)	13,913	25,348,656	27,758,292	(10,350,006)	3,906,286	44,554,904
Law Enforcement	-	-	-	-	-	-	-	93,029	93,029
Emergency Telephone Activities	-	-	-	-	-	-	-	664,678	664,678
Grant Projects	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	5,322,997	5,322,997
Promotion of Tourism	-	-	-	-	-	-	-	744,241	744,241
Assigned for:									
Grant Projects	-	-	-	-	-	-	-	80,032	80,032
Capital Projects	-	-	-	-	-	-	-	-	-
Emergency Reserve	19,700,000	-	-	-	-	-	-	-	19,700,000
2024 Fiscal Year Capital	10,547,818	-	-	-	-	-	-	-	10,547,818
Encumbrances	2,079,259	10,262,214	2,101,323	12,857	3,747,657	10,429,675	22,315,304	5,130,504	56,078,794
Remaining 2023 Net Spend	8,023,186	-	-	-	-	-	-	-	8,023,186
Projected Net Surplus/2025 Capital	9,974,932	-	-	-	-	-	-	-	9,974,932
Unallocated	-	1,819,709	(9,179)	17,682	62,055	384,079	-	2,277,034	4,551,380
Total Fund Balances	50,325,195	13,199,869	(1,148,038)	44,452	29,158,368	38,572,046	11,965,299	18,218,801	160,335,990
Total Liabilities and Fund Balances	\$ 56,940,357	\$ 13,472,858	\$ 193,414	\$ 51,989	\$ 29,177,274	\$ 38,733,498	\$ 12,008,984	\$ 22,575,719	\$ 173,154,092

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended March 31, 2023

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2016 Const Bond Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES									
Taxes:									
Property Tax	\$ 30,199,503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,791,348	\$ 36,990,851
Local Option Sales Tax	14,388,136	-	-	-	-	-	-	-	14,388,136
Transportation SPLOST	-	-	-	-	-	-	9,719,988	-	9,719,988
Other Taxes	15,005,101	-	-	-	-	-	-	6,052,473	21,057,574
Licenses and permits	2,901,808	-	-	-	-	-	-	-	2,901,808
Intergovernmental	108,502	268,744	888,709	-	-	-	-	807,165	2,073,121
Charges for services	3,300,359	-	-	-	-	-	-	2,918,736	6,219,095
Impact Fees	-	-	-	-	-	-	-	301,513	301,513
Fines/Forfeitures	2,647,194	-	-	-	-	-	-	60,145	2,707,339
Investment earnings (Loss)	836,026	213,119	(14,085)	36,444	728,213	1,015,957	191,997	296,781	3,304,452
Contributions and Donations	89,101	218,145	75,000	-	-	-	-	4,496	386,742
Misc Revenue	67,810	-	-	-	-	-	-	-	67,810
Other	-	-	-	-	-	-	-	-	-
Total revenues	69,543,540	700,009	949,624	36,444	728,213	1,015,957	9,911,984	17,232,657	100,118,429
EXPENDITURES									
Current:									
Unallocated	-	-	-	-	-	-	-	-	-
General government	8,306,555	127,954	-	-	-	-	-	2,674,556	11,109,065
Public safety	26,211,831	2,910,656	66,359	-	-	-	-	3,731,778	32,920,623
Public works	6,773,979	1,976,069	1,852,319	152,363	-	4,033,689	1,595,094	2,388,421	18,771,934
Economic and community development	3,252,094	200,756	327,426	-	-	-	-	-	3,780,276
Alpharetta Business Community	-	-	-	-	-	-	-	-	-
Culture and recreation	8,091,912	1,819,558	-	30,000	845,845	-	-	706,797	11,494,111
Contingency	15,908	-	-	-	-	-	-	-	15,908
Professional Services	-	-	-	-	-	-	-	-	-
Debt service:									
Principal	-	-	-	-	-	-	-	73,694	73,694
Interest	41,820	-	-	-	-	-	-	2,236,229	2,278,049
Other Costs	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-	-
Total expenditures	52,694,100	7,034,992	2,246,104	182,363	845,845	4,033,689	1,595,094	11,811,474	80,443,660
Excess (deficiency) of revenues over (under) expenditures	16,849,440	(6,334,983)	(1,296,480)	(145,919)	(117,631)	(3,017,733)	8,316,891	5,421,184	19,674,769
OTHER FINANCING SOURCES (USES)									
Transfers in	2,286,107	8,579,850	-	-	-	-	-	3,150,000	14,015,957
Transfers out	(11,729,850)	-	-	-	-	-	-	(2,286,107)	(14,015,957)
Loan Proceeds	-	-	-	-	-	-	-	-	-
Capital Leases	-	2,353,251	-	-	-	-	-	-	2,353,251
Sale of capital assets	25,706	-	-	-	-	-	-	-	25,706
Sale of non-capital assets	6,172	400	-	-	-	-	-	-	6,572
Land Sale	-	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(9,411,865)	10,933,501	-	-	-	-	-	863,893	2,385,529
Net change in fund balances	7,437,575	4,598,518	(1,296,480)	(145,919)	(117,631)	(3,017,733)	8,316,891	6,285,077	22,060,298
Fund balances - beginning	42,887,620	8,601,351	148,441	190,370	29,275,999	41,589,779	3,648,408	11,933,724	138,275,692
Fund balances - ending	\$ 50,325,195	\$ 13,199,869	\$ (1,148,038)	\$ 44,452	\$ 29,158,368	\$ 38,572,046	\$ 11,965,299	\$ 18,218,801	\$ 160,335,990

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
March 31, 2023

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,719,476	\$ 4,611,160	\$ 287,122	\$ 35,160	\$ 102,057	\$ 1,808,632	\$ 3,430,468	\$ 6,113,249	\$ 4,231,504	\$ 22,338,828
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	39,000	-	-	-	-	-	-	-	-	39,000
Property Taxes	-	-	-	-	-	-	-	196,706	-	196,706
Intergovernmental Receivable	-	-	-	-	1,186	-	-	-	-	1,186
Due From Other Funds	-	-	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	1,758,475	4,611,160	287,122	35,160	103,243	1,808,632	3,430,468	6,309,955	4,231,504	22,575,719
LIABILITIES										
Accounts Payable	358,276	48,677	-	-	-	1,391	7,822	-	187,793	603,958
Retainage Payable	30,937	26,848	-	-	-	-	23,512	-	20,016	101,314
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	3,766	-	-	-	3,766
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	39,000	-	-	-	1,186	-	-	196,706	-	236,891
Unearned Revenue	-	-	-	-	-	-	3,399,134	11,855	-	3,410,989
Total Liabilities	428,212	75,525	-	-	1,186	5,158	3,430,468	208,561	207,809	4,356,918
FUND BALANCES										
Restricted:										
Capital Projects	-	3,329,448	-	-	-	-	(2,636,907)	-	3,213,745	3,906,286
Law Enforcement	-	-	57,868	35,160	-	-	-	-	-	93,029
Promotion of Tourism	744,241	-	-	-	-	-	-	-	-	744,241
Emergency Telephone Activities	-	-	-	-	-	664,678	-	-	-	664,678
Debt Service	-	-	-	-	-	-	-	5,322,997	-	5,322,997
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	80,032	-	-	-	-	80,032
Encumbrances	-	1,068,916	-	-	1,350	686,244	2,636,907	-	737,088	5,130,504
Unallocated	586,022	137,271	229,254	-	20,675	452,552	-	778,397	72,863	2,277,034
Total Fund Balances	1,330,263	4,535,635	287,122	35,160	102,057	1,803,475	-	6,101,394	4,023,695	18,218,801
Total Liabilities and Fund Balances	\$ 1,758,475	\$ 4,611,160	\$ 287,122	\$ 35,160	\$ 103,243	\$ 1,808,632	\$ 3,430,468	\$ 6,309,955	\$ 4,231,504	\$ 22,575,719

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended March 31, 2023

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 6,052,473	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 6,052,473
Property tax	-	-	-	-	-	-	-	6,791,348	-	6,791,348
Charges for Service	-	-	-	-	90,300	2,828,437	-	-	-	2,918,736
Impact Fees	-	301,513	-	-	-	-	-	-	-	301,513
Forfeiture Income	-	-	44,583	15,562	-	-	-	-	-	60,145
Intergovernmental	-	-	-	-	7,299	-	799,866	-	-	807,165
Contributions & Donations	-	-	-	-	-	-	-	-	4,496	4,496
Investment Earnings (Loss)	23,654	82,299	-	-	2,657	24,780	-	96,579	66,812	296,781
Other	-	-	-	-	-	-	-	-	-	-
Total revenues	6,076,127	383,812	44,583	15,562	100,255	2,853,217	799,866	6,887,927	71,308	17,232,657
EXPENDITURES:										
Tourism	2,664,791	-	-	-	-	-	-	-	-	2,664,791
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	577,617	49,410	-	-	70,666	-	9,104	-	-	706,797
Public Safety	-	18,690	60,371	18,469	44,546	3,589,702	-	-	-	3,731,778
Public Works	-	683,354	-	-	-	-	790,762.52	-	914,304	2,388,421
General Government	2,915	-	-	-	-	-	-	6,850	-	9,765
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	73,694	-	-	-	73,694
Interest	357,606	-	-	-	-	3,083	-	1,875,540	-	2,236,229
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	3,602,930	751,454	60,371	18,469	115,212	3,666,479	799,866	1,882,390	914,304	11,811,474
Excess (deficiency) of revenues over expenditures	2,473,198	(367,642)	(15,788)	(2,907)	(14,957)	(813,262)	-	5,005,538	(842,997)	5,421,184
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(2,286,107)	-	-	-	-	-	-	-	3,150,000	863,893
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(2,286,107)	-	-	-	-	-	-	-	3,150,000	863,893
Net change in fund balances	187,091	(367,642)	(15,788)	(2,907)	(14,957)	(813,262)	-	5,005,538	2,307,003	6,285,077
Fund balances - beginning	1,143,173	4,903,276	302,910	38,067	117,014	2,616,737	-	1,095,856	1,716,692	11,933,724
Fund balances - ending	\$ 1,330,263	\$ 4,535,635	\$ 287,122	\$ 35,160	\$ 102,057	\$ 1,803,475	\$ -	\$ 6,101,394	\$ 4,023,695	\$ 18,218,801

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
March 31, 2023

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,552,931
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	186,814
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,739,745</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,739,745</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	402
Accounts Payable/ Customer Credit Balances	55,057
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	-
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>55,458</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>55,458</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,684,287
Total Net Assets	<u>1,684,287</u>
Total Liabilities & Net Assets	<u>\$ 1,739,745</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended March 31, 2023

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 5,111,739
Misc Revenue	1,405
Total operating revenues	<u>5,113,144</u>
Operating expenses:	
Administration	5,642,048
Non-departmental	-
Total operating expenses	<u>5,642,048</u>
Operating Gain (loss)	(528,903)
Non-operating revenues (expenses):	
Investment earnings (Loss)	8,907
Total non-operating revenue (expenses)	<u>8,907</u>
Income (loss) before transfers	(519,997)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(519,997)
Total net assets-beginning	<u>115,976</u>
Total net assets-ending (net of encumbrances)	<u>(404,021)</u>
Adjustments to GAAP basis:	
Encumbrances	2,088,308
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 1,684,287</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of March 31, 2023 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ 234,750	\$ 234,750		\$ -
99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000		-
(2) 99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	12,621		11,079
	subtotal	\$ 353,450	\$ 342,371		\$ 11,079
(1) 99575100-395000	Carryforward Fund Balance	\$ 214,749	\$ -		\$ 214,749
	subtotal	\$ 214,749	\$ -		\$ 214,749
	Total	\$ 568,199	\$ 342,371		\$ 225,828
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	ATC Operational Funds	95,000	79,167	15,833	-
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	-	-	37,500
99575100-544100-C2210	Downtown Economic Development Initiative	60,000	40,000	-	20,000
99575100-544100-C2312	AlphaLoop Foundation MOU (website creation)	20,000	20,000	-	-
99575100-544100-C2313	Atl. Urban Land Institute (technical assistance panel)	20,000	10,000	10,000	-
	subtotal	\$ 285,948	\$ 149,167	\$ 25,833	\$ 110,948
(2) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ 12,000	\$ 5,229	\$ 2,250	\$ 4,521
(2) 99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	697	-	403
(2) 99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	1,200	1,006	-	194
(2) 99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	3,817	-	1,183
(2) 99575100-531230-C1535	Innovation Center Operations (Electricity)	4,400	2,599	-	1,801
	subtotal	\$ 23,700	\$ 13,349	\$ 2,250	\$ 8,101
99575100-579000	Reserve	\$ 258,551	\$ -	\$ -	\$ 258,551
	Total	\$ 568,199	\$ 162,516	\$ 28,083	\$ 377,600

- (1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.
- (2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, expenses will outpace budget at month end due to the billing/reimbursement delay.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of March 31, 2023 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 214,749		
Revenues collected to date			342,371		
Expenditures incurred to date			(162,516)		
Fund Balance (current)			\$ 394,605		
Forecasted revenue collections			728		
Fund Balance (forecasted)			\$ 395,332		
Fund Balance Allocation (forecasted):					
Non-Spendable (unspent/remaining project allocations)			\$ 136,781		
Spendable (available for investment by the Board)*			258,551		
			\$ 395,332		

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

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
March 31, 2023

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 395,696
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-
Total Assets	395,696

LIABILITIES

Current Liabilities:

Accounts Payable	-
Deferred Revenue	-
Due to Other Funds	1,091
Total Current Liabilities	1,091

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	1,091

Fund Balance

Restricted	136,781
Unallocated	257,824
Total Fund Balance	394,605

Total Liabilities & Fund Balance	\$ 395,696
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended March 31, 2023

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 12,621
State Grant	-
Fees	234,750
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	<u><u>342,371</u></u>
Expenditures	
Economic Development	175,000
Maintenance Contracts	7,479
Donation to private source	-
Utilities - Miscellaneous	8,120
Debt Service:	
Principal	-
Interest	-
Total Expenditures	<u><u>190,599</u></u>
Excess (deficiency) of revenues over (under) expenditures	151,772
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	151,772
Fund Balance, Beginning of Year	<u><u>214,749</u></u>
Encumbrances	28,083
Fund Balance, End of Year	<u><u>394,605</u></u>





STAFF REPORT

Department: Courts
Submitted By: Lauren Shapiro
Meeting Date: May 15, 2023

AGENDA ITEM:

Substitute City Solicitor Employment Agreement: Joseph Cusack

Consideration of approval of an Employment Agreement by and between the City of Alpharetta, Georgia and Joseph Cusack, as Substitute City Solicitor

STAFF RECOMMENDATION:

Approve an Employment Agreement by and between the City of Alpharetta, Georgia and Joseph "Joe" Cusack, as Substitute City Solicitor.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

The City of Alpharetta appointed and employs a Municipal Court Solicitor, Kelsie Mattox Speight, and in her absence, the operation of the Court requires the need of a substitute solicitor. Section 4.20 of Article IV of the Charter of the City of Alpharetta, Georgia, dictates that if the City Solicitor is absent or is disabled, an assistant solicitor or in the absence of an assistant solicitor, a substitute solicitor shall be selected to serve as the City Solicitor. Further, the list of substitute solicitors must be approved by the Mayor and City Council.

Kelsie Speight interviewed Joseph Cusack, who is not only in good standing with the State Bar of Georgia, but also believes that he would be an excellent substitute solicitor, in the event that one may be needed in the future.

If approved, this employment agreement would allow Joseph Cusack to fill in as City Solicitor, if and when needed.

ALTERNATIVES:

Do not approve an Employment Agreement by and between the City of Alpharetta, Georgia and Joseph "Joe" Cusack, as Substitute City Solicitor, and select another individual to serve as a substitute city solicitor.

ATTACHMENTS:

1. Joseph Cusack Employment Agreement
2. Joseph Cusack Resume

**EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT SOLICITOR**

This Employment Agreement, (the “Agreement”) by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the “City,” and Joseph Cusack, hereinafter referred to as the “Substitute Municipal Court Solicitor” or “Substitute Solicitor”, and together and collectively as “Parties” or individually as “Party” is as follows:

WHEREAS, consistent with that certain Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk Services dated May 24, 2021, as amended in April 2022 and re-titled as Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk and Court Solicitor Services and Court Solicitor Services (collectively, the “Municipal Court Facilities/Services IGA”), the City has appointed and employs a Municipal Court Solicitor (the “Municipal Court Solicitor”) who performs shared legal services in accordance with the Municipal Court Facilities/Services IGA in the Alpharetta Municipal Court and the Milton Municipal Court; and

WHEREAS, the operation of the Alpharetta Municipal Court requires a Substitute Solicitor in the event of the absence of the Municipal Court Solicitor; and

WHEREAS, in accordance with the City’s Charter, the City’s Code of Ordinances, provisions of Chapter 18, Article 5 of the Official Code of Georgia Annotated, including but not limited to provisions of O.C.G.A. § 15-18-92, the City enters into this Agreement with said Substitute Solicitor; and

WHEREAS, the City recognizes that a Substitute Solicitor has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Solicitor possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed Joseph Cusack to serve as Substitute Solicitor for the Alpharetta Municipal Court in accordance with the City’s Charter and the City’s Code of Ordinances, and hereby memorializes the Substitute Solicitors’ appointment as a City employee through entry into this Agreement; and

WHEREAS, the City Council has confirmed that appointment on the ____ day of _____, 2023; and

WHEREAS, Joseph Cusack has accepted the appointment and confirmation of employment and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Solicitor (with the “Services” further defined in Sections 2 and 3 of this Agreement); and

Substitute Solicitor’s Initials _____

WHEREAS, Joseph Cusack understands this is a part-time as-needed position; and

WHEREAS, in order to provide for the Services of the Substitute Solicitor applicable to the Alpharetta Municipal Court and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Solicitor for such Services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the Parties agree as follows:

SECTION 1: EFFECTIVE DATE AND TERM OF EMPLOYMENT

1. Joseph Cusack accepts the appointment of employment as Substitute Solicitor for the Alpharetta Municipal Court, effective on the _____ day of _____, 2023. The Substitute Solicitor shall be a part-time, at-will employee of the City whose employment is for an indefinite period with no fixed term. The Substitute Solicitor's employment pursuant to this Agreement may be terminated by the Parties at any time and for any or no reason with or without cause, subject only to the notice of termination provisions set forth in Section 8 of this Agreement.
2. The Substitute Solicitor shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Solicitor must comply with all other requirements for service as a Solicitor in a lawfully constituted Municipal Court, including but not limited to complying with all training requirements under state law. The Substitute Solicitor shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Solicitor shall perform all duties in the Alpharetta Municipal Court legally prescribed for a Solicitor of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.19 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Rules of Professional Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. The Substitute Solicitor shall investigate, prepare, prosecute, or otherwise dispose of all violations of state criminal statutes or City ordinances as may be properly brought before the Alpharetta Municipal Court. In addition, any appeals taken by persons aggrieved with court decisions of the Alpharetta Municipal Court shall be defended by the Substitute Solicitor as may be necessary and subject to the provisions set forth in Section 4.19 and 4.20 of the City's Charter. The Services that the Substitute Solicitor shall perform under this Agreement shall also include the duties and responsibilities applicable to the Alpharetta Municipal Court described in the job description of the Municipal Court Solicitor, a copy of which is attached hereto as Exhibit "A" and incorporated herein by

Substitute Solicitor's Initials _____

reference. Notwithstanding the foregoing, the Services agreed to be performed by the Substitute Solicitor applicable to the Alpharetta Municipal Court shall not include the investigation, preparation, prosecution and/or litigation of cases that have been bound over to a state court of competent jurisdiction for the conducting of a jury trial.

3. The Substitute Solicitor shall, at all times, honestly and faithfully, discharge the duties of said position to the best of their skill, knowledge, and ability without fear, favor, or partiality to any party, and as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

SECTION 3: PROSECUTORIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Solicitor has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the Services under this Agreement in accordance with legal standards.
2. Accordingly, the Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, is independent from the City when performing prosecutorial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Solicitor when performing prosecutorial duties.
3. The Substitute Solicitor appointed in the Municipal Court Solicitors' absence pursuant to Section 4.20 of the City's Charter, is solely responsible for prosecutorial decisions in the performance of the duties vested in the Municipal Court Solicitor, including all duties set forth in Section 4.19 of the City's Charter.
4. Prosecutorial decisions include, but are not limited to, the decisions and authority set forth in Section 4.19 of the City's Charter, including but not limited to decisions and authority related to pursuit of trial or alternative disposition for violations of City ordinances and such other offenses as provided by state law within the jurisdiction of the Alpharetta Municipal Court.
5. The Substitute Solicitor, in the absence of the Municipal Court Solicitor and in accordance with standards established by the Municipal Court Solicitor, shall have the duty and authority to represent the City in performing the duties and responsibilities applicable to the Alpharetta Municipal Court enumerated in O.C.G.A. § 15-18-96.
6. All Municipal Court staff that provide support to the Municipal Court Solicitor are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, in the absence of the Municipal Court Solicitor, the Municipal Court staff are subject to the Substitute Solicitor's direction in relation to the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court under this Agreement. The salaries or compensation, benefits, hours of work and working conditions of the Municipal Court staff shall be established by the City. The Substitute Solicitor understands that all Municipal Court staff adhere to the same applicable personnel

policies as other City employees. The Substitute Solicitor further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules, and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Solicitor.

7. The Parties agree that in the absence of the Municipal Court Solicitor, the Substitute Solicitor will participate, to the extent needed and requested by the City Administrator, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Solicitor's responsibilities with respect to the Municipal Court staff. The Substitute Solicitor acknowledges that the Municipal Court staff may perform other duties for the City that are not in conflict with the separation of powers.

SECTION 4: COMPENSATION

The Substitute Solicitor's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Solicitor's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Solicitor approved by the Mayor and City Council in consideration of the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be \$300.00 per court session. This payment shall constitute compensation for all responsibilities and duties in the administration of the office of the Municipal Court Solicitor applicable to the Alpharetta Municipal Court in the Municipal Court Solicitor's absence, including compensation for the performance of all Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.
2. The City and Substitute Solicitor acknowledge and agree that the Substitute Solicitor shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any continuing legal education or other training costs and expenses.

SECTION 5: METHOD OF PAYMENT

1. The Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times for which the Substitute Solicitor performed Services applicable to the Alpharetta Municipal Court to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Solicitor agrees and acknowledges that the Substitute Solicitor is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Substitute Solicitor further agrees and acknowledges that the Substitute Solicitor position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Solicitor is expected to perform the Services without regard for the number of hours worked.

SECTION 7: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by Joseph Cusack on behalf of the Substitute Solicitor. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE Substitute Solicitor: Joseph Cusack, 3003 Glendower Way, Roswell, GA 30075; EMAIL: jcusack15@lawmail.mercer.edu

SECTION 8: TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the Parties at any time and for any reason or no reason, including termination of the Substitute Solicitor's employment by the City being allowed with or without cause, subject only to either of the Parties providing written notice to the other Party a minimum of fourteen (14) days prior to the effective date of termination, unless otherwise mutually agreed to by the Parties.

SECTION 9: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 10: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Solicitor and the City.

Substitute Solicitor's Initials _____

2. To the extent consistent with this Agreement, all representations, warranties, and any post-termination obligations contained in this Agreement shall survive the termination of this Agreement.

SECTION 11: REPRESENTATIONS AND WARRANTIES

1. The Substitute Solicitor hereby represents and warrants that, as of the date hereof, and continuing throughout this Agreement, s/he are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the Services contemplated hereunder.
2. The Substitute Solicitor represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Solicitor's law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.
3. The Substitute Solicitor warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Solicitor in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Solicitor, has ever been settled by payment to a plaintiff, and, as of the date hereof, the Substitute Solicitor has not been the subject of any report or disclosure submitted to any State Bar authority.
4. The Substitute Solicitor warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Solicitor of a lawfully constituted Municipal Court.

SECTION 12: ACKNOWLEDGEMENT OF SUBSTITUTE SOLICITOR

1. I, the Substitute Solicitor, acknowledge, admit, and agree that the pay for my services is valuable, that the amount under this agreement is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all Services under this Agreement.
2. I, the Substitute Solicitor, understand and further agree that, to the extent permitted by law and authorized by the City, that I may use, operate, or possess City property in the performance of the Services under this Agreement, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.
3. Upon termination of this Agreement, for any or no reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar

Substitute Solicitor's Initials _____

amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.

4. I, the Substitute Solicitor agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.
5. I, the Substitute Solicitor, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Solicitor with a former employer or with any other third party.
6. I, the Substitute Solicitor, hereby represent and warrant that in accordance with O.C.G.A. § 15-18-94, I shall not practice in the Alpharetta Municipal Court or appear in any matter in which I, as Substitute Solicitor, have exercised authority and/or jurisdiction.
7. I, the Substitute Solicitor, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 13: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph numbers and/or letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 14: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 15: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 16: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

Substitute Solicitor's Initials _____

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

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Molly N. Esswein, City Attorney

SUBSTITUTE SOLICITOR

By: _____
Joseph Cusack
Substitute Solicitor

Date: _____

Substitute Solicitor's Initials _____

Joseph Cusack

3003 Glendower Way
Roswell, GA 30075

678-773-6122
Jcusack15@lawmail.mercer.edu

EXPERIENCE

Georgia Government Transparency and Campaign Finance Commission

Deputy Director & General Counsel

Deputy General Counsel

Atlanta, GA

December 2022-Present

September 2019-December 2022

Runs the day-to-day operations within the agency. Supervises the legal, audit, and education divisions. Represents the State of Georgia enforcing and litigating the Georgia Campaign Finance Act. Oversees and regulates statewide, local, and municipal elected officials, candidates, and lobbyists. Writes, files, and argues complaints, advisory opinions, rules/regulations, memos, motions, and subpoenas before the Commission. Utilizes the Georgia Civil Practice Act and Administrative Procedure Act in all cases before the Commission. Oversees the registration of lobbyists and handles any communication related in their relationship with the agency. Handles investigations and cases into high profile subjects. Works with other State and Regulatory Agencies, including Law Enforcement when cases require.

Douglas County District Attorney's Office

Assistant District Attorney, Major Case Unit

Prosecuted felony criminal cases on behalf of the citizens of Georgia in Douglas County Superior Court. Member of the major case unit, which prosecutes capital punishment cases. Handled all aspects of litigation including drafting accusatory instruments, conducting motions hearings, and conducting trials as a first chair. Tried over twenty cases to a verdict. Wrote briefs to the Georgia Court of Appeals and Georgia Supreme Court in support of convictions obtained at the trial level. Handled well over a thousand cases ranging from traffic violations to complex armed robbery. Handled the record restrictions and expunging of criminal records. Worked with numerous Law Enforcement Agencies and gave advice on investigations while coordinating their Grand Jury testimony. Started and planned the first record restriction day in Douglas County. Acted as a mentor for new hires within the office.

Douglasville, GA

September 2015- September 2019

Office of the Attorney General, State of Georgia- Special Prosecutions Division

Legal Intern

Full time intern participating in Mercer's semester in Atlanta program. Sworn into practice law under the Third Year Practice Act. Assisted the Special Prosecutions division in fraud and corruption cases involving the State of Georgia's departments and agencies. Helped with researching motions, drafting indictments, and various projects involved with litigation.

Atlanta, GA

January 2015- May 2015

EDUCATION

Mercer University Walter F. George School of Law

Macon, GA

Juris Doctor

May 2015

Activities and Honors:

- Intrastate Moot Court Team- Member (2014)
- Intramural Chair, Student Bar Association (2013- 2015)
- Dean's List (Spring 2014, Fall 2014)
- Cali Award for Excellence- Patent Law

University of Georgia

Bachelor of Arts, History

Athens, GA

May 2012

Honors:

- Dean's List University of Georgia (2011, 2012)
- Delta Epsilon Iota History Honor Society
- Hope Scholarship Recipient (2010-2012)

COMMUNITY INVOLVEMENT

- Douglas County Bar Association- Vice President 2017-2019
- State Bar of Georgia Young Lawyer's Division Leadership Academy Graduate- 2019
- St. Pius X Catholic High School Alumni
- Views of Coleman Village Homeowner Association Member



STAFF REPORT

Department: Courts
Submitted By: Lauren Shapiro
Meeting Date: May 15, 2023

AGENDA ITEM:

Substitute City Solicitor Employment Agreement: Margaret Benson

Consideration of approval of an Employment Agreement by and between the City of Alpharetta, Georgia and Margaret Benson, as Substitute City Solicitor.

STAFF RECOMMENDATION:

Approve an Employment Agreement by and between the City of Alpharetta, Georgia and Margaret Benson, as Substitute City Solicitor.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

The City of Alpharetta appointed and employs a Municipal Court Solicitor, Kelsie Mattox Speight, and in her absence, the operation of the Court requires the need of a substitute solicitor. Section 4.20 of Article IV of the Charter of the City of Alpharetta, Georgia, dictates that if the City Solicitor is absent or is disabled, an assistant solicitor or in the absence of an assistant solicitor, a substitute solicitor shall be selected to serve as the City Solicitor. Further, the list of substitute solicitors must be approved by the Mayor and City Council.

Kelsie Speight interviewed Margaret Benson, who is not only in good standing with the State Bar of Georgia, but also believes that she would be an excellent substitute solicitor, in the event that one may be needed in the future.

If approved, this employment agreement would allow Margaret Benson to fill in as City Solicitor, if and when needed.

ALTERNATIVES:

Do not approve an Employment Agreement by and between the City of Alpharetta, Georgia and Margaret Benson, as Substitute City Solicitor, and select another individual to serve as a Substitute City Solicitor.

ATTACHMENTS:

1. Margaret Benson Employment Agreement
2. Margaret Benson Resume

**EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT SOLICITOR**

This Employment Agreement, (the “Agreement”) by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the “City,” and Margaret Benson, hereinafter referred to as the “Substitute Municipal Court Solicitor” or “Substitute Solicitor”, and together and collectively as “Parties” or individually as “Party” is as follows:

WHEREAS, consistent with that certain Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk Services dated May 24, 2021, as amended in April 2022 and re-titled as Intergovernmental Agreement Between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk and Court Solicitor Services and Court Solicitor Services (collectively, the “Municipal Court Facilities/Services IGA”), the City has appointed and employs a Municipal Court Solicitor (the “Municipal Court Solicitor”) who performs shared legal services in accordance with the Municipal Court Facilities/Services IGA in the Alpharetta Municipal Court and the Milton Municipal Court; and

WHEREAS, the operation of the Alpharetta Municipal Court requires a Substitute Solicitor in the event of the absence of the Municipal Court Solicitor; and

WHEREAS, in accordance with the City’s Charter, the City’s Code of Ordinances, provisions of Chapter 18, Article 5 of the Official Code of Georgia Annotated, including but not limited to provisions of O.C.G.A. § 15-18-92, the City enters into this Agreement with said Substitute Solicitor; and

WHEREAS, the City recognizes that a Substitute Solicitor has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Solicitor possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed Margaret Benson to serve as Substitute Solicitor for the Alpharetta Municipal Court in accordance with the City’s Charter and the City’s Code of Ordinances, and hereby memorializes the Substitute Solicitors’ appointment as a City employee through entry into this Agreement; and

WHEREAS, the City Council has confirmed that appointment on the ____ day of _____, 2023; and

WHEREAS, Margaret Benson has accepted the appointment and confirmation of employment and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Solicitor (with the “Services” further defined in Sections 2 and 3 of this Agreement); and

Substitute Solicitor’s Initials _____

WHEREAS, Margaret Benson understands this is a part-time as-needed position; and

WHEREAS, in order to provide for the Services of the Substitute Solicitor applicable to the Alpharetta Municipal Court and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Solicitor for such Services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the Parties agree as follows:

SECTION 1: EFFECTIVE DATE AND TERM OF EMPLOYMENT

1. Margaret Benson accepts the appointment of employment as Substitute Solicitor for the Alpharetta Municipal Court, effective on the ____ day of _____, 2023. The Substitute Solicitor shall be a part-time, at-will employee of the City whose employment is for an indefinite period with no fixed term. The Substitute Solicitor's employment pursuant to this Agreement may be terminated by the Parties at any time and for any or no reason with or without cause, subject only to the notice of termination provisions set forth in Section 8 of this Agreement.
2. The Substitute Solicitor shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Solicitor must comply with all other requirements for service as a Solicitor in a lawfully constituted Municipal Court, including but not limited to complying with all training requirements under state law. The Substitute Solicitor shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Solicitor shall perform all duties in the Alpharetta Municipal Court legally prescribed for a Solicitor of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.19 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Rules of Professional Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.
2. The Substitute Solicitor shall investigate, prepare, prosecute, or otherwise dispose of all violations of state criminal statutes or City ordinances as may be properly brought before the Alpharetta Municipal Court. In addition, any appeals taken by persons aggrieved with court decisions of the Alpharetta Municipal Court shall be defended by the Substitute Solicitor as may be necessary and subject to the provisions set forth in Section 4.19 and 4.20 of the City's Charter. The Services that the Substitute Solicitor shall perform under this Agreement shall also include the duties and responsibilities applicable to the Alpharetta Municipal Court described in the job description of the Municipal Court Solicitor, a copy of which is attached hereto as Exhibit "A" and incorporated herein by

Substitute Solicitor's Initials _____

reference. Notwithstanding the foregoing, the Services agreed to be performed by the Substitute Solicitor applicable to the Alpharetta Municipal Court shall not include the investigation, preparation, prosecution and/or litigation of cases that have been bound over to a state court of competent jurisdiction for the conducting of a jury trial.

3. The Substitute Solicitor shall, at all times, honestly and faithfully, discharge the duties of said position to the best of their skill, knowledge, and ability without fear, favor, or partiality to any party, and as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

SECTION 3: PROSECUTORIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Solicitor has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the Services under this Agreement in accordance with legal standards.
2. Accordingly, the Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, is independent from the City when performing prosecutorial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Solicitor when performing prosecutorial duties.
3. The Substitute Solicitor appointed in the Municipal Court Solicitors' absence pursuant to Section 4.20 of the City's Charter, is solely responsible for prosecutorial decisions in the performance of the duties vested in the Municipal Court Solicitor, including all duties set forth in Section 4.19 of the City's Charter.
4. Prosecutorial decisions include, but are not limited to, the decisions and authority set forth in Section 4.19 of the City's Charter, including but not limited to decisions and authority related to pursuit of trial or alternative disposition for violations of City ordinances and such other offenses as provided by state law within the jurisdiction of the Alpharetta Municipal Court.
5. The Substitute Solicitor, in the absence of the Municipal Court Solicitor and in accordance with standards established by the Municipal Court Solicitor, shall have the duty and authority to represent the City in performing the duties and responsibilities applicable to the Alpharetta Municipal Court enumerated in O.C.G.A. § 15-18-96.
6. All Municipal Court staff that provide support to the Municipal Court Solicitor are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, in the absence of the Municipal Court Solicitor, the Municipal Court staff are subject to the Substitute Solicitor's direction in relation to the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court under this Agreement. The salaries or compensation, benefits, hours of work and working conditions of the Municipal Court staff shall be established by the City. The Substitute Solicitor understands that all Municipal Court staff adhere to the same applicable personnel

policies as other City employees. The Substitute Solicitor further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules, and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Solicitor.

7. The Parties agree that in the absence of the Municipal Court Solicitor, the Substitute Solicitor will participate, to the extent needed and requested by the City Administrator, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Solicitor's responsibilities with respect to the Municipal Court staff. The Substitute Solicitor acknowledges that the Municipal Court staff may perform other duties for the City that are not in conflict with the separation of powers.

SECTION 4: COMPENSATION

The Substitute Solicitor's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Solicitor's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Solicitor approved by the Mayor and City Council in consideration of the Substitute Solicitor's performance of Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be \$300.00 per court session. This payment shall constitute compensation for all responsibilities and duties in the administration of the office of the Municipal Court Solicitor applicable to the Alpharetta Municipal Court in the Municipal Court Solicitor's absence, including compensation for the performance of all Services applicable to the Alpharetta Municipal Court as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.
2. The City and Substitute Solicitor acknowledge and agree that the Substitute Solicitor shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any continuing legal education or other training costs and expenses.

SECTION 5: METHOD OF PAYMENT

1. The Substitute Solicitor, appointed in the Municipal Court Solicitor's absence pursuant to Section 4.20 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times for which the Substitute Solicitor performed Services applicable to the Alpharetta Municipal Court to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Solicitor agrees and acknowledges that the Substitute Solicitor is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.
2. The Substitute Solicitor further agrees and acknowledges that the Substitute Solicitor position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Solicitor is expected to perform the Services without regard for the number of hours worked.

SECTION 7: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by Margaret Benson on behalf of the Substitute Solicitor. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:
 - a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us
 - b. IF TO THE Substitute Solicitor: Margaret Benson, 2425 Hamptons Passage, Alpharetta, Georgia 30005; EMAIL: maggiebenson@bellsouth.net

SECTION 8: TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the Parties at any time and for any reason or no reason, including termination of the Substitute Solicitor's employment by the City being allowed with or without cause, subject only to either of the Parties providing written notice to the other Party a minimum of fourteen (14) days prior to the effective date of termination, unless otherwise mutually agreed to by the Parties.

SECTION 9: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 10: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Solicitor and the City.

Substitute Solicitor's Initials _____

2. To the extent consistent with this Agreement, all representations, warranties, and any post-termination obligations contained in this Agreement shall survive the termination of this Agreement.

SECTION 11: REPRESENTATIONS AND WARRANTIES

1. The Substitute Solicitor hereby represents and warrants that, as of the date hereof, and continuing throughout this Agreement, s/he are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the Services contemplated hereunder.
2. The Substitute Solicitor represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Solicitor's law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.
3. The Substitute Solicitor warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Solicitor in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Solicitor, has ever been settled by payment to a plaintiff, and, as of the date hereof, the Substitute Solicitor has not been the subject of any report or disclosure submitted to any State Bar authority.
4. The Substitute Solicitor warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Solicitor of a lawfully constituted Municipal Court.

SECTION 12: ACKNOWLEDGEMENT OF SUBSTITUTE SOLICITOR

1. I, the Substitute Solicitor, acknowledge, admit, and agree that the pay for my services is valuable, that the amount under this agreement is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all Services under this Agreement.
2. I, the Substitute Solicitor, understand and further agree that, to the extent permitted by law and authorized by the City, that I may use, operate, or possess City property in the performance of the Services under this Agreement, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.
3. Upon termination of this Agreement, for any or no reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar

Substitute Solicitor's Initials _____

amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.

4. I, the Substitute Solicitor agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.
5. I, the Substitute Solicitor, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Solicitor with a former employer or with any other third party.
6. I, the Substitute Solicitor, hereby represent and warrant that in accordance with O.C.G.A. § 15-18-94, I shall not practice in the Alpharetta Municipal Court or appear in any matter in which I, as Substitute Solicitor, have exercised authority and/or jurisdiction.
7. I, the Substitute Solicitor, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 13: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph numbers and/or letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 14: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 15: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 16: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.
2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

Substitute Solicitor's Initials _____

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

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Molly N. Esswein, City Attorney

SUBSTITUTE SOLICITOR

By: _____
Margaret Benson
Substitute Solicitor

Date: _____

Substitute Solicitor's Initials _____

MARGARET BAGLEY BENSON

EXPERIENCE

2014 to Present

Assistant Solicitor, City of Johns Creek

- Part-time Solicitor on an as needed basis

2008 to 2014

Senior Assistant District Attorney, Gwinnett Judicial Circuit

- Supervising Attorney, Division One trial team and Drug Court
- Supervising Attorney, Division Seven trial team

2002 to 2008

Senior Assistant District Attorney, Chattahoochee Judicial Circuit

Prosecuted over 15 homicide cases; tried homicide, child homicide, rape, armed robbery, drug, RICO, burglary, child abuse, and child molestation cases

- Consultant to Columbus Police Department on severe child injury cases
- Taught classes to DA's office and Columbus Police Department on Search/Seizure Law

2003 to 2008

Trial Team Supervisor, Division One

Head one of two criminal trial divisions; supervise eight Assistant District Attorneys

1998 to 2008

Crimes Against Children Special Prosecutor

Prosecute all child homicide cases for the District Attorney

- Member, Child Advocacy Team, Children's Tree House
- Co-Chairman, Child Protocol Committee;
Co-drafted a new version of the Muscogee County Child Abuse Protocol
- Children's Tree House Award for Outstanding Work on Behalf of Children

2002 to 2005

Drug Prosecutor

State position assigned to handle high profile drug cases

1996 to 2008

Appellate Attorney

Handle designated appellate briefs for the District Attorney; chosen by the District Attorney to represent the State of Georgia in oral arguments before the Supreme Court of Georgia

1996 to 2002

Assistant District Attorney, Chattahoochee Judicial Circuit

1996 to 1997

Arson Task Force Liaison Attorney

Assisted the Arson Task Force in the early stages of their formation

- Graduate, ATF/ARSON Task Force Investigation Symposium, Columbus, Georgia

PROFESSIONAL

Instructor, Gwinnett County Police Academy 2008 to present

Speaker, Prosecuting Attorney's Council Winter Conference, Callaway Gardens

Instructor, Prosecuting Attorney's Basic Litigation Course, Forsyth, Georgia

S.A.N.E. (Sexual Abuse Nurse Examiner) Advisory Board, District Attorney's Representative

Regional Coordinator, State Bar of Georgia High School Mock Trial Competition

EDUCATION

May 1995

Emory University School of Law, Juris Doctorate

June 1992

Auburn University, B.A. – History, Magna Cum Laude



STAFF REPORT

Department: Public Works
Submitted By: Geoffrey Sarra, Kurt Kirby
Meeting Date: May 15, 2023

AGENDA ITEM:

Contract Award: ITB # 23-006 Mid Broadwell Park Site Improvements

Consideration of approval of the award of ITB 23-006 for Mid Broadwell Park Site Improvements to Tri Scapes, Inc. in an amount not to exceed \$392,020.83 and authorize the Mayor to execute all necessary documents

STAFF RECOMMENDATION:

Award ITB #23-006 for Mid Broadwell Park Site Improvements to Tri Scapes, Inc. in an amount not to exceed \$392,020.83 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$392,020.83

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Mid-Broadwell Park / 31861150-541500-C2217	\$350,862.05
SW Pipe & Structure / 30241100-541430-C1308	\$41,158.78

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The award of ITB #23-006 is for the construction of the Mid Broadwell Park Site Improvements. The project will include:

- connecting the existing restroom structure to Fulton County's sanitary sewer system
- constructing a gravel drive and parking lot providing eight parking spaces and one van-accessible handicap parking space
- grading and installing an underdrain system for an approximately 4,500 square foot playground area (installation of equipment and mulch to occur under a separate contract)
- installation of a 5' concrete sidewalk around the playground, connecting to the restroom and parking

In January 2020, the Department of Recreation, Parks and Cultural Services (RPCS) engaged the services of Pond & Company (Pond) to prepare plans for Mid Broadwell Park, beginning with the installation of a restroom building and associated utilities. Pond also prepared concept plans for the full park build out and provided RPCS with a cost estimate of \$467,049.00 in July 2020 for construction of said build out.

Installation of the restroom began in early 2021. During construction, it was discovered that field conditions related to the sanitary sewer connection necessitated a re-design of the sewer connection. The City was not able to come to terms with the contractor on the revised sewer line work and the decision was made to include completing the connection with the build out of the park.

With the passing of the 2021 Parks Bond Referendum, \$500,000.00 was allocated to the build-out of Mid Broadwell Park. In January 2022, Pond was again retained to prepare plans for the build out of the park proper. Plans were completed in August 2022 at which time Pond's estimate had increased to \$1,303,027.00. The completed plans were provided to Gordian Group for pricing through the State of Georgia's Convenience Contract which yielded an estimated cost of \$1,128,433.00.

RPCS and Public Works then began work on evaluating various scenarios for reducing the project scope and cost. In February 2023 an invitation to bid was issued for the reduced-scope site work outlined above. On March 23, 2023, the City received a total of three bids:

Bidder	Submitted Bid	Adjusted Bid
Tri Scapes, Inc.	\$410,845.83	\$392,020.83
Sol Construction LLC	\$492,976.00	\$477,576.00
C & S Construction and Consulting, Inc	\$778,259.00	\$776,059.00

The apparent low bidder, Tri Scapes, Inc. (Tri Scapes) is an experienced contractor that has worked on several projects with similar elements in Georgia for multiple government agencies, including Gwinnet County Parks & Recreation, City of Flowery Branch, and City of Sugar Hill. Additionally, Tri Scapes currently holds the "Landscape Maintenance and On-call Construction Services for Parks Level 2 Services" contract with the City of Alpharetta and was awarded the City Center Tree Well Repair contract in March 2023.

In reviewing Tri Scapes' bid, it was noted that the cost for Line Item 012 "Lexan Call Box with Post" was higher than anticipated. Tri Scapes submitted a unit price of \$18,825.00 for said line item. The same item was included in the scope of the Alpha Loop project (RFP 22-123) where the awarded contractor's unit price was \$6,737.50. Recreation, Parks, and Cultural Services (RPCS) does not consider this line item to be a critical component of the project and believes its removal from the project scope to be awarded would be in the best interest of the City.

A pre-award meeting for ITB 23-006 was held on March 29, 2023 with Tri Scapes. Staff discussed the potential removal of this item from the project scope with Tri Scapes and Tri Scapes did not object to doing so. Tri Scapes also assured staff that they could pursue work on this project without negatively impacting their responsiveness or timelines related to their other contractual obligations with the City.

Once a contract with Tri Scapes, Inc. has been finalized and executed, construction may begin immediately. The anticipated completion date is no more than 120 calendar days from notice to proceed.

Regarding the playground, RPCS currently plans to utilize the \$98,464.75 remaining in the Mid Broadwell Park Bond account following award of the site work for a separate procurement for the purchase and installation of the playground equipment. This will be brought before City Council for approval at a later date.

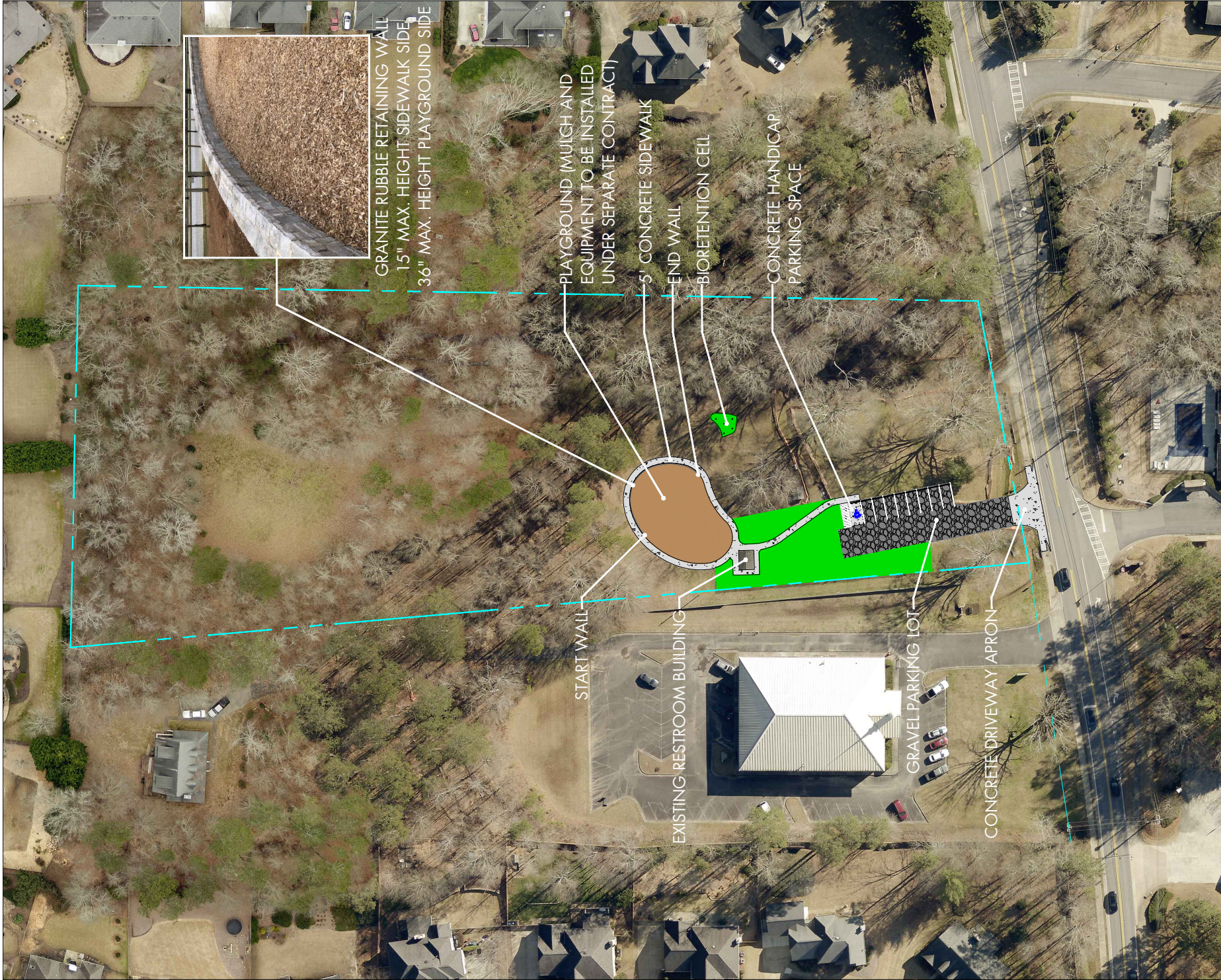
ALTERNATIVES:

Do not approve funding, reduce project scope further by eliminating parking lot, and re-bid improvements.

Do not approve funding, expand project scope to full build out, and re-bid improvements. This alternative would require significantly more funding.

ATTACHMENTS:

1. Mid Broadwell Park Site Plan
2. COA ITB 23-006 Docs
3. Tri Scapes ITB 23-006 Documents
4. Tri Scapes Contract ITB 23-006 DRAFT





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

TO: DEBORA WESTBROOK
FROM: GEOFFREY SARRA
DATE: MARCH 29, 2023
RE: ITB 23-006 MID BROADWELL PARK SITE IMPROVEMENTS

In reviewing the bid of the apparent low bidder for ITB 23-006, Tri Scapes, Inc., it was noted that the cost for Line Item 012 "Lexan Call Box with Post" was higher than anticipated. Tri Scapes submitted a unit price of \$18,825.00 for said line item. The same item was included in the scope of the Alpha Loop project (RFP 22-123) where the awarded contractor's unit price was \$6,737.50. Recreation, Parks, and Cultural Services (RPCS) does not consider this line item to be a critical component of the project and believes its removal from the project scope to be awarded would be in the best interest of the City. Removal of this line item from all three submitted bids does not change the final ranking of the bids received:

Bidder	Submitted Bid	Adjusted Bid
Tri Scapes, Inc.	\$410,845.83	\$392,020.83
Sol Construction LLC	\$492,976.00	\$477,576.00
C & S Construction and Consulting, Inc.	\$778,259.00	\$776,059.00

A pre-award meeting for ITB 23-006 was held on March 29, 2023 with Tri Scapes. Staff discussed the potential removal of this item from the project scope with Tri Scapes and Tri Scapes did not object to doing so. Thus, based on the pre-awarded meeting and the positive references received, Public Works and RPCS Staff wish to move forward with recommending award of the bid to Tri Scapes incorporating the scope reduction discussed above.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
JASON BINDER
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 23-006

ITB Title: Mid Broadwell Park Site Improvements



ITB SPECIFICATIONS

1. ITB Period of No Communication

The no communication period starts on the issue date of this ITB Thursday, February 23, 2023 and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

Any person or company, their employees, representatives, agents, attorneys, etc. must not contact the City's elected officials or any City staff concerning this ITB.

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

2. Procurement Agent, Single Point of Contact

Debora Westbrook is the Procurement Agent and Single Point of Contact for this ITB and is the only contact representing the City for this ITB.

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

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Debora Westbrook, Procurement Agent

3. ITB Schedule of Events

1. Bidding Close Date, Deadline for Submissions: Thursday, March 23, 2023 at 10:00 AM.

We may change this date during the ITB process. We will post any change in an addendum. Review web page for addenda.

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

3. This project web page has the important dates and all project documents for this ITB.

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

5. In each question, clearly tell the ITB document and section that is in question.

6. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.

7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a bid. You must respond using any updated information.

8. A public bid opening will be held shortly after the ITB due date / time has passed. The public bid opening will be held via Zoom.

Zoom Public Bid Opening Details, Thursday, March 23, 2023 at 10:00 AM

Topic: ITB 23-006 Zoom Public Opening: Mid Broadwell Park Site Improvements

Time: Thursday, March 23, 2023, 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting:

<https://us04web.zoom.us/j/3051332793?pwd=D5bwdNpVvwYwWYbgicKbjXUast3oGB.1>

Meeting ID: 305 133 2793

Passcode: BidOpening

WHAT THE CITY WANTS TO DO

1. Project Background and General Description

The City is accepting bids for Mid Broadwell Park Site Improvements. The work to be done consists of the furnishing of all materials, labor, and equipment for the complete construction including, but not limited to, installation of a gravel parking lot and driveway, site grading, installation of storm drainage, installation of concrete sidewalk, installation of sanitary sewer, and related work. The location of the work is at 1480 Mid Broadwell Road within the City of Alpharetta, Georgia.

2. Specifications

The Bidder shall comply with all specifications set forth in Appendix F of the "ITB and Contract Information, General Conditions" document.

3. Project Specific Requirements

- A. The project scope is comprised of two plan sets prepared by Pond & Company for the City of Alpharetta.
 - a. The plan set entitled "Mid Broadwell Park" dated 06/24/2022 and modified by the City of Alpharetta Department of Public Works on February 17, 2023.
 - b. The plan set entitled "Mid Broadwell Park Restroom" dated 08/31/2020 and last revised 04/20/2021. Only the sanitary sewer work depicted in this plan set applies to the project scope. Installation of the restroom building, water line, and power have been previously accomplished.
- B. The Bidder shall commence the Work with adequate force and equipment within **ten (10)** calendar days from receipt of Notice to Proceed and shall continuously pursue the work without interruption to completion and to achieve **Final Completion** of the Work by one-hundred and twenty (120) calendar days from Notice to Proceed.
- C. The Bidder shall be responsible for performing with their own organization at least thirty percent (30%) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.
- D. The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be included in the prices for the various items scheduled.
- E. Construction is only permitted between the hours of 7:00 AM and 7:00 PM Monday through Friday. Work on Saturday is only allowable with a minimum 72 hours of advance notice to the City's Project Manager and is only permitted between the hours of 9:00 AM and 5:00 PM. Work on Sunday is not permitted.
- F. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to

commencing any operations at a given location. Traffic can only be impeded between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Bidder and must comply with MUTCD standards.

- G. The Contractor shall be responsible for all required testing as set forth in the Technical Specifications included in Appendix F of the "ITB and Contract Information, General Conditions" document. Testing services must be provided by an independent source. All testing costs shall be incorporated into the unit price for the associated line items.
- H. The Contractor shall submit an updated construction schedule with each application for payment.
- I. All tree protection fence shall be Type B per City of Alpharetta Detail L-6.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Bid

1. Using Bonfire to Submit Bid

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

2. Required Bid Document Format

- ❖ Each bid must follow these document formats.
 - ☐ no more than seven (7) pages per document,
 - ☐ formatted to single space lines,
 - ☐ 10 to 12-point font size,
 - ☐ black font color (excludes photos, charts, section separators or headings), and
 - ☐ upload proposal in PDF format.

3. Bid Submittal Instructions

Your bid response must be submitted in accordance with the instructions provided and must be in the order presented below. Categorize proposal sections using the same headings (in red) and numbered and lettered exactly as outlined below. Each response must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated limit must begin on a new page and end on the last page allowed for the section. It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the City ease in bid review and to ensure compliance with the page limitations. Response Document will include Section A – Section D as follows:

A. **Company Information**

- This document must be no more than two (2) pages.
- Each section below will make up the Company Information document.
This document must be in the following order:

- A. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.
- B. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.
- C. **Contact**, one person to be the single point of contact for this bid. All communication with the City will be with this person. Supply the following contact information:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
 - Mailing address
 - Telephone number, cell phone number
 - E-mail address

B. **References**

- Provide a **minimum of three (3)** references (not including the City of Alpharetta) for projects similar in scope to this procurement request. It is preferable that these projects were completed within the last five (5) years.
- For each reference, provide the following information:
 - Project Owner Name

- Name of Project / Location
- Project Owner's Contact Person
- Contact's phone number and e-mail address
- Brief project description including scope, dates of construction, and a statement as to whether or not the project was completed on time
- Project budget and final cost
- Your project manager for the referenced project
- These references may be contacted to verify your ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish your ability to perform the scope of this project. Negative references may be grounds for Bid disqualification.

Schedule of Items, Bid Pricing

A cost proposal form is provided separately in Excel format. It must be completed and uploaded with each bid.

Required Forms:

- We have provided required forms. You must complete these forms and return to us with every bid.
 - A. **IRS Form W-9**
 - B. **Bidder's Disclosures and Certifications**
 - C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

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

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

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A,B,Cs.
 - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
 - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.

- Name of Contractor – your company
- Name of Project – Same as ITB title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

4. Other Required Information

Questionnaire

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

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload.

Information requests and response types are as follows:

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

Bid Bond

We often require bid bonds in an ITB. When we do, we will supply the bid bond form as a separate document for you to download. You will return the completed bid bond to us as a separate document. All information must be readable including all seals (ex: Notary Seal).

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 23-006

ITB Title: Mid Broadwell Park Site Improvements



ITB and CONTRACT INFORMATION, GENERAL CONDITIONS

Contents:

- ITB Information
- General Contract Terms & Conditions
- Contract Draft
- Appendix A City Truck Routes
- Appendix B Informational Forms
- Appendix C Sample Contract Bond Forms
- Appendix D General Conditions
- Appendix E Supplemental Conditions
- Appendix F Technical Specifications

ITB Information

1. Bidder Acknowledgement

By submitting a Bid, the authorized signer and represented firm have read, understand, and agree to information within the Invitation to Bid (ITB) documents including all required and informational documents, files, and forms posted to Bonfire project webpage for this ITB. These documents make up the ITB. They will become part of any contract that the City of Alpharetta (City) may award because of response to this ITB.

By sending a Bid, the Bidder acknowledges and agrees that:

- A. Bidder has carefully examined the plans, specifications, and related documents for this project and fully understands the conditions, provisions, and requirements of the proposed Work within this ITB.
- B. Bidder acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- C. Bidder will furnish all necessary labor, materials, machinery, tools, apparatus, and other means of construction necessary for completion of the project within the time set herein and in accordance with the Contract Documents.
- D. Bidder understands the quantities mentioned are approximate only and are subject to either increase or decrease and proposes to perform any increased or decreased quantities of work or extra work on the basis provided for in the specifications.
- E. Bidder has given the City written notice of all conflicts, errors, or discrepancies discovered in the Contract Documents.
- F. The Bidder is satisfied with the actual conditions and requirements of the proposed Work.

Acknowledging these statements, the Bidder proposes and agrees that if the Bidder's Bid is accepted, the Bidder will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy and following State of Georgia and Federal applicable laws. The City has the authority to reject all bids or any bid that has not followed or met the City's scope of work or specifications (non-responsive) or reject any bid that shows that a bidder cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or Bid pricing in order to award a contract that is in the best interest of the City.

The City may make such investigations as considered necessary to determine the ability of the Bidder to provide the supplies and/or perform the services specified.

3. Receipt of Bids and Public Inspection

a. Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to this ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to Public inspection and copying shortly after Bid opening with the following four exceptions:

1. Bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. Matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. Any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. Any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. Any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

b. Procurement Agent's Review of Bids:

The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions noted above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid by the Bidder;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Bid that Bidder wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Bidders acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Bidders should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

4. Contract Term

The term of the Contract commences upon execution by both parties and shall terminate upon the completion of the Project, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's bid cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to five percent (5%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

General Contract Terms and Conditions

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

A. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the awarded Contractor,

including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

B. Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C. Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

D. Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

E. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a Bid or Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

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

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

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

- a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify”
(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 by the subcontractor’s execution of the subcontractor affidavit, the form of which is provided in *Appendix B* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement. It will be the duty of the Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix B* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement’s Cover Page prior to review of Contractor’s response.

F. Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

G. Disclosure

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the City; (2) disclose to the City any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the Disclosure form; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the City, entitling the City, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

H. Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information on Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

I. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of the contracting City Department or

his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

J. Termination

This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

K. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

L. Ownership of Work Product

In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

1. General Insurance Requirements

A. Required with each bid:

Bidders shall provide certificate of current Proof of Insurance.

B. Insurance Requirements:

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this ITB. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become

unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review.

The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.

- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate

- **Bodily Injury and Property Damage:**

	\$1,000,000 combined single limit (BI & PD)
	\$1,000,000 aggregate

Property Damage liability insurance shall include Collapse Hazard, Underground Property Damage Hazard, Broad Form Property Damage, Independent Contractors', and completed operations coverages. (Explosion Hazard coverage shall be provided if blasting operations are anticipated, and/or prior to any actual blasting operations). Coverages shall be specifically identified on the Certificates of Insurance.

- **Personal Injury:**

\$1,000,000 annual aggregate

- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

Automobile Liability shall include any and all autos and road vehicles, including owned, non-owned, and hired.

- **Contractual Liability Insurance:**

Bodily Injury and Property Damage	
	\$1,000,000 Combined single limit (BI & PD)
	\$1,000,000 Aggregate

- **An Umbrella or Excess Liability** policy is acceptable in bringing limits into compliance.

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Insurance; Additional Parties to be Named:

2. Bonding Requirements

A. Bid Bond

A bid bond in the amount of 5% of bid total required and must be submitted with bid prior to bid due date/time.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this bid shall be returned to the **BIDDER**.

Refer to ITB Forms, Bid Bond for required Bid Bond form.

B. Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Performance Bond in the amount of one hundred percent (100%) of the price of the Contract and a Payment (Labor and Material) Bond, in the amount of one hundred percent (100%) of the price of the Contract.

“Performance bond” means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City.

“Payment bond” means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds shall extend through the Final Completion date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

Refer to Appendix C at the end of this document for Sample Performance and Payment Bond forms.

3. Retainage Requirements

For construction contracts (O.C.G.A § 13-10-80), including road construction contracts (other than GDOT projects), the City will withhold retainage of 5% of the gross value from each invoice or pay application.

When all Work is completed and final acceptance has been approved by the City, the Contractor may invoice for the amount retained.

4. Time for Completion & Liquidated Damages

The Contractor shall commence performance of the Work as set forth in the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Substantial Completion and Final Completion by the dates either set forth in this ITB, the Bid, or as reasonably required by the City. “Substantial Completion” shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the City can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or renovations completed by the Work for their intended purpose. “Final Completion” shall mean the Work is complete in full accordance with this Contract and this Contract has been fully performed as determined by a final inspection of the City following the Contractor’s request for same.

Liquidated damages shall apply to this project in the amount of \$500.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth in the contract. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City for such breach would otherwise be difficult to ascertain.

5. Sample Contracting Documents

- A. **Subcontractor Participation List:** For all applicable projects totaling over \$50,000.00 and with a service-related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

- B. **Final Affidavit:** For all applicable projects involving construction or progress milestones, Final Affidavit may be required as part of project close-out.
- C. **Subcontractor E-Verify Affidavit and Sub-Subcontractor E-Verify Affidavit:** It is the responsibility of the awarded contractor to require all subcontractors and sub-subcontractors to complete the correct affidavit. The awarded contractor is required to hold the completed affidavits on file and to make available to the City for review upon request.
- D. **Report and Affidavit Sample Copies** are included at the end of this document in Appendix B

6. Invoicing, Payment Processing

- A. The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.
- B. The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.
- C. Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.
- D. **Invoices** shall be submitted to:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009

Appendix A: City Truck Route and Map

City of Alpharetta Allowed Truck Routes

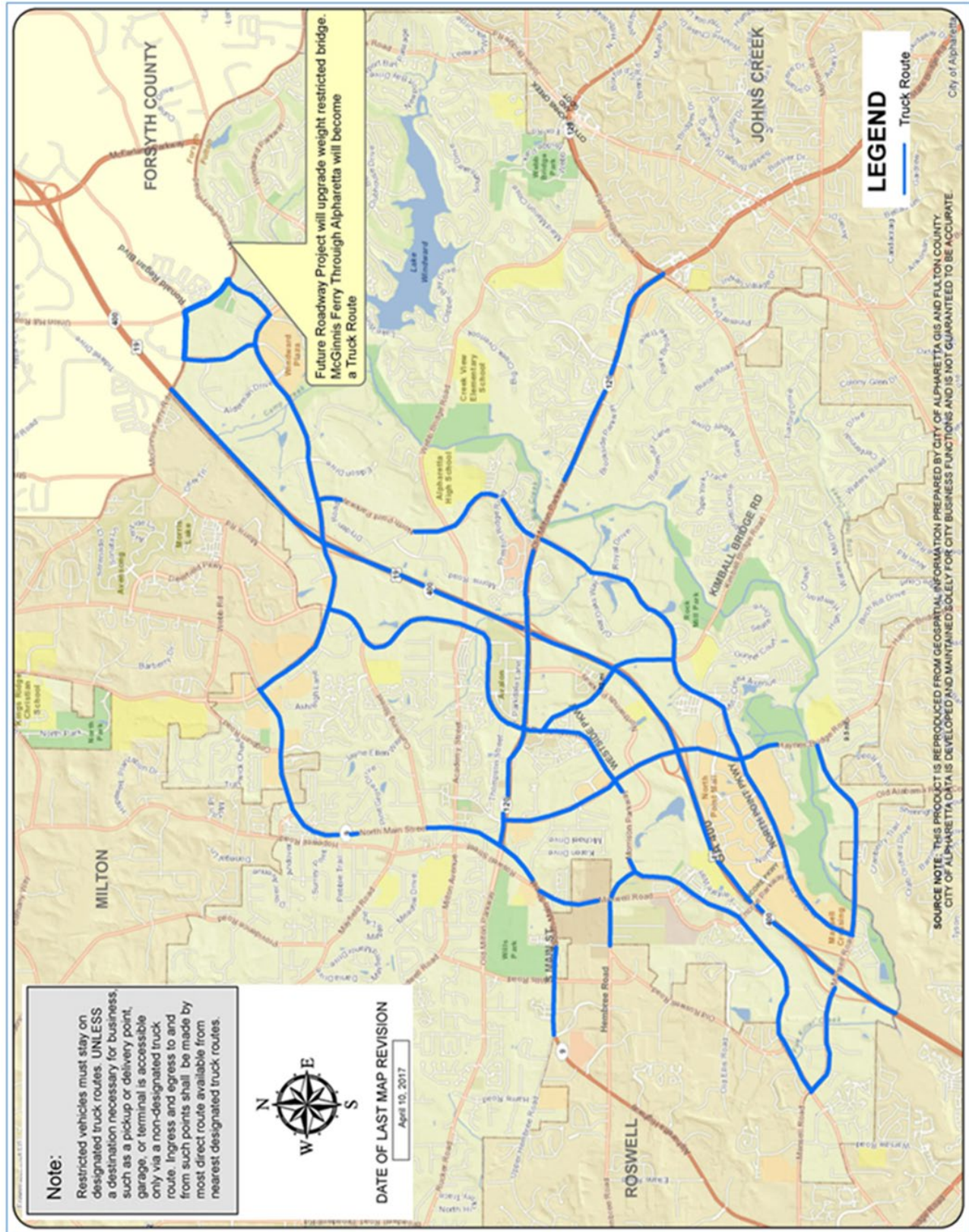
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided here and available for review online at:

<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places shall be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.



Appendix B: Informational Forms (do not return with bid package)**Subcontractor E-verify Affidavit**

**AFFIDAVIT VERIFYING SUBCONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Sub-subcontractor E-verify Affidavit

**AFFIDAVIT VERIFYING SUB-
SUBCONTRACTOR PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

GEORGIA

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

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

**Subcontractor Participation List**

To: City of Alpharetta, Georgia

From: **[Contractor/Consultant Name]**

Re: 23-006, Mid Broadwell Park Site Improvements

Date: **[Date of Accompanying Invoice]**Is the accompanying invoice the final invoice for this project? ☐ Yes ☐ No

Select one of the following:

☐ No subcontractors providing a service have been utilized on this project.☐ Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Add additional pages as needed to list all subcontractors.

**Final Affidavit**

TO: CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by

_____ or any of their Subcontractors in connection with the

Work of:

MID BROADWELL PARK SITE IMPROVEMENTS project, including, but not limited to, installation of gravel parking lot and driveway, site grading, installation of storm drainage, installation of concrete sidewalk, installation of sanitary sewer, and related work. The location of work is 1480 Mid Broadwell Road, within the City of Alpharetta.

in the CITY OF ALPHARETTA have been paid and satisfied in full as of _____, 20____, and

that there are no outstanding obligations or claims of any kind for the payment of which **CITY** on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity. Schedule of Subcontractor Participation has been completed and made part of this Final Affidavit.

Signature

Title

Personally appeared before me this _____ day of _____, 20____.

_____, who under oath deposes and says: that they are of the firm of

_____; that they have read the above statement; and that to

the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

Appendix C: Sample Contract Bond Forms *(do not return with bid package)*

Do not return these forms with bids. Only to be supplied by awarded contractor.

- A. 100% Performance Bond
- B. 100% Labor and Material Payment Bond

[remainder of page intentionally blank]

**100% Performance Bond**

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter called **CITY** and their successors and assigns, _____ in the _____ penal amount of _____ DOLLARS

(\$ _____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

MID BROADWELL PARK SITE IMPROVEMENTS project, including, but not limited to, installation of gravel parking lot and driveway, site grading, installation of storm drainage, installation of concrete sidewalk, installation of sanitary sewer, and related work, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that, if **CONTRACTOR** shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in said **CONTRACT**, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation shall be null and void, otherwise it will remain in full force and effect.

Whenever **CONTRACTOR** shall be, and declared by **CITY** to be in default under the **CONTRACT**, the **CITY** having performed **CITY**'s obligation thereunder, the **SURETY** shall promptly remedy the default promptly as follows:

1. Complete the **CONTRACT** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **CONTRACT** in accordance with its terms and conditions, and upon determination by **SURETY** and the **CITY** of the lowest responsible bidder, arrange for a contract between such Bidder and the **CITY**, and make available as **PROJECT** progresses (even though there should be a default or a succession of defaults under the **CONTRACT** or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the **SURETY** may be liable hereunder, the penal sum set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **CITY** to **CONTRACTOR** under the **CONTRACT** and any amendments hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.
3. Allow the **CITY** to complete the **PROJECT** and reimburse the **CITY** for all reasonable costs incurred in completing the **PROJECT**.

100% Performance Bond**Page 2 of 2**

The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT**, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The **SURETY** hereby agrees that this bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the **CONTRACT**, so as to bind the **CONTRACTOR** and the **SURETY** to the full and faithful performance of the **CONTRACT** as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the **CONTRACT**.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the **CITY** and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this **PROJECT**, then the additional protection shall be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

No action can be instituted on this bond after one year from the completion of the **CONTRACT** and the acceptance by the **CITY** of the work thereunder.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

Signed and sealed this _____ day of _____, 20____.

In the presence of:

CONTRACTOR:_____

Witness

By:_____ (Seal)

SURETY:_____

Witness

By:_____ (Seal)
Georgia Representative

SURETY Contact Information:

Address: _____

Phone: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.



BOND # _____

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter called **CITY** and their successors and assigns, _____ in the _____ penal amount of _____ DOLLARS

(\$_____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

MID BROADWELL PARK SITE IMPROVEMENTS project, including, but not limited to, installation of gravel parking lot and driveway, site grading, installation of storm drainage, installation of concrete sidewalk, installation of sanitary sewer, and related work, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** shall promptly make payment to all persons working on or supplying labor or materials under the **CONTRACT**, and any amendments thereto, with regard to labor or materials furnished and used in the **PROJECT**, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. A Claimant shall be defined as any subcontractor, person, [arty, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in performance of the **CONTRACT**, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the **CONTRACTOR** or any subcontractor performing work on the **PROJECT**, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the **CONTRACT**.
2. In the event a Claimant files a claim against the **CITY**, or the property of the **CITY**, and the **CONTRACTOR** fails or refuses to satisfy or discharge it promptly, the **SURETY** shall satisfy or discharge the claim promptly upon written notice from the **CITY**, either by bond or as otherwise provided in the **CONTRACT**.
3. The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT** and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

100% Labor and Material Payment Bond**Page 2 of 3**

4. The **SURETY** hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the **CONTRACT**, so as to bind the **CONTRACTOR** and **SURETY**, jointly and severally, to the full payment of any Claimant under the **CONTRACT**, as amended or modified, provided only that the **SURETY** shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the **CONTRACT**, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the **CONTRACT** by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. § 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this **PROJECT**, then the additional protection shall be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

Signed and sealed this _____ day of _____, 20__.

In the presence of:

CONTRACTOR:__________
Witness

By:_____ (Seal)

SURETY:__________
Witness

By:_____ (Seal)

Georgia Representative

100% Labor and Material Payment Bond

Page 3 of 3

Surety Contact Information:

Address: _____

Phone: _____
Fax: _____
Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Appendix D: General Conditions

Beginning next page. Remainder of this page intentionally blank.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**1.01 Defined Terms**

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. Addenda-- Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bidding Requirements or the Contract Documents.
2. AGENCY-- The Federal or state agency named as such in the Agreement.
3. Agreement-- The written instrument that is evidence of the agreement between OWNER and CONTRACTOR covering the Work.
4. Application for Payment-- The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. Asbestos-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. Bid-- The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
7. Bidding Documents-- The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
8. Bidding Requirements-- The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
9. Bonds-- Performance and payment bonds and other instruments of security.
10. Change Order-- A document recommended by ENGINEER that is signed by CONTRACTOR and OWNER and AGENCY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
11. Claim-- A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
12. Contract-- The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. Contract Documents-- The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in

electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

14. Contract Price-- The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

15. Contract Times-- The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. CONTRACTOR-- The individual or entity with whom OWNER has entered into the Agreement.

17. Cost of the Work-- See paragraph 11.01.A for definition.

18. Drawings-- That part of the Contract Documents prepared or approved by ENGINEER that graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR, Shop Drawings and other CONTRACTOR submittals, are not Drawings as so defined.

19. Effective Date of the Agreement--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. ENGINEER-- The individual or entity named as such in the Agreement.

21. ENGINEER's Consultant-- An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

22. Field Order--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

23. General Requirements -- Sections of Division I of the Specifications. The General Requirements pertain to all sections of the Specifications.

24. Hazardous Environmental Condition-- The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

25. Hazardous Waste--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

26. Laws and Regulations; Laws or Regulations--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Liens-- Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

28. Milestone-- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

29. Notice of Award-- The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

30. Notice to Proceed-- A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.
31. OWNER-- The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.
32. Partial Utilization-- Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
33. PCBs-- Polychlorinated biphenyls.
34. Petroleum-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
35. Project-- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
36. Project Manual-- The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
37. Radioactive Material-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. Resident Project Representative-- The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.
39. Samples-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. Shop Drawings--All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.
41. Site--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER that are designated for the use of CONTRACTOR.
42. Specifications-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
43. Subcontractor--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
44. Substantial Completion-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.

45. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions.
46. Supplier--A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
47. Underground Facilities--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
48. Unit Price Work--Work to be paid for on the basis of unit prices.
49. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.
50. Work Change Directive-- A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and AGENCY upon recommendation of the ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
51. Written Amendment--A written statement modifying the Contract Documents, signed by OWNER, CONTRACTOR, and AGENCY upon recommendation of ENGINEER on or after the Effective Date of the Agreement and normally dealing with the non engineering or non technical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved", or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work, " refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).
- D. Furnish, Install, Perform, Provide
1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.
- E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2- PRELIMINARY MATTERS

2.01 Delivery of Bonds

- A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

- A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. CONTRACTOR's Review of Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and

verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. Preliminary Schedules: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. Evidence of Insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, AGENCY and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.
3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 -CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.
- C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies
 1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adoption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS**4.01 Availability of Land**

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. ENGINEER's Review: After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet anyone or more of the categories described in paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.
2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
 - c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.
3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
 2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6. 16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.
2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are able to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a claim therefor as provided in paragraph 10.05.

4.05 Reference Points

A. OWNER shall provide engineering surveys to establish reference points for construction that in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized; CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to 00 within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.
- D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a claim therefor as provided in paragraph 10.05.
- F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02. Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) that OWNER is required to purchase and maintain.

5.04 CONTRACTOR's Liability Insurance

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage that are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and are written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 OWNER'S Liability Insurance

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;
5. allow for partial utilization of the Work by OWNER;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
8. contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given

to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph

B. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.8 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with CONTRACTOR and made payable to CONTRACTOR as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.8. CONTRACTOR shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. CONTRACTOR as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CONTRACTOR as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, CONTRACTOR as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**6.01 Supervision and Superintendence**

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction that is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor, Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress

schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals "

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
- b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

- a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.
- c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.
- d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve results called for by the general design, be similar in suited to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice

CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other Contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.8 and in making changes in the Contract Documents (or in the provisions of any other direct contact with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance

(either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for an acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for

use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project that are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction

equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. Removal of Debris During Performance of the Work. During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for \utilization by OWNER At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record Documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.8 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample

will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
- c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and
- d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such

variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures:

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or

other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
 2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.
- B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, Directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 -OTHER WORK

7.01 Related Work at Site

- A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
 2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.
- B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to

properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8- OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 Pay Promptly When Due

A. OWNER shall make payment to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing

surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08. Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9- ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER 's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR' s executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work: ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and Interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation; a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Order, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work<: thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07 .A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10- CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, subject to written approval by AGENCY at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive; a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.8.

10.03 Execution of Change Orders

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 Claims and Disputes

A. Notice; Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but

in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. ENGINEER's Decision; ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction, within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 -COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other

personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressive, and similar petty cash items in connection with the Work.
 - i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.
 - j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.
- B. Costs Excluded: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4 all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
 - 2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.
 - 3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
 - 4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of the Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.
- C. CONTRACTOR's Fee: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.
- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records

thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
2. CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).
- C. CONTRACTOR's Fee: The CONTRACTOR 's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in anyone change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.
- B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond CONTRACTOR's Control

- A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract

Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inaction of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 -TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing, CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.8 shall be paid as provided in said paragraph 13.04.8; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body. CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 Correction Period

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay an Claims, costs, losses, and damages (including but not limited to an fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount win be paid by CONTRACTOR to OWNER.

13.09 OWNER May Correct Defective Work

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractor, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineer, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others; destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 -PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.
2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and
 - c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.
3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has

been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be aid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.8.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

- a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
- b. liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling OWNER to a set-off against the amount recommended; or
- d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, AGENCY, CONTRACTOR, and ENGINEER shall make a prefinal inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion that shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.1 O regarding property insurance.

14.06 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER, AGENCY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and

equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's application of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 -SUSPENSION OF WORK AND TERMINATION**15.01 OWNER May Suspend Work**

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER that will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);
2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
3. CONTRACTOR's disregard of the authority of ENGINEER; or
4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work, and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. for reasonable expenses directly attributable to termination.
- B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16- DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by

registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

Appendix E: Supplemental Conditions

SECTION SC

SUPPLEMENTARY CONDITIONS

GENERAL

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-2.2 COPIES OF DOCUMENTS

Amend the first sentence of paragraph 2.2 of the General Conditions to read as follows:

"OWNER shall furnish to CONTRACTOR up to three copies of the Contract Documents."

SC-2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

Delete paragraph 2.3 of the General Conditions in its entirety and substitute the following in its place:

"The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within sixty (60) days after the effective date of the Agreement. "

SC-4.2 PHYSICAL CONDITIONS

Contractor shall make his own determination of physical and subsurface conditions of the site and the location, depth, type, and description of underground or overhead utilities, pipes, and conduits at the project site. Such information (if any) shown on the Drawings was obtained from readily available sources believed to be reliable but may not be accurate or complete. Excavation and/or electronic detection methods were not used to verify the information.

SC-5.3 CONTRACTOR'S LIABILITY INSURANCE

Each insurance policy required by Article 5 of the General Conditions shall contain a provision that the coverage afforded "Will not be cancelled, materially changed, or renewal refused until at least thirty (30) days' prior written notice has been given to the Owner and Engineer". Certificates of Insurance shall state that the above included in each policy or is added by policy endorsement.

The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.3.1 and 5.3.2 Workers Compensation, etc.:

- (1) State: Statutory
- (2) Federal: Statutory

5.3.3, 5.3.4 and 5.3.5 Comprehensive General Liability:

- (1) Bodily Injury and Property Damage
\$1,000,000 Combined single limit (BI & PD)
\$1,000,000 Aggregate
- (2) Property Damage liability insurance shall include Collapse Hazard, Underground Property Damage Hazard, Broad Form Property Damage, Independent Contractors', and completed operations coverages. (Explosion Hazard coverage shall be provided if blasting operations are anticipated, and/or prior to any actual blasting operations) .Coverages shall be specifically identified on the Certificates of Insurance.
- (3) Personal Injury:
\$1,000,000 Annual Aggregate

An Umbrella or Excess Liability policy is acceptable in bringing the above Limits into compliance.

- (4) Railroad Protection Policy: To limits specified in Railroad Encroachment Permits (Only if applicable).

5.3.6 Comprehensive Automobile Liability:

- (1) Bodily Injury and Property Damage
\$1,000,000 Combined single limit (BI & PD)
- (2) Automobile Liability shall include any and all autos and road vehicles, including owned, non-owned, and hired.

An Umbrella or Excess Liability policy is acceptable in bringing Limits into compliance.

SC-5.4 CONTRACTUAL LIABILITY INSURANCE

The Contractual Liability Insurance required by paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts:

- (1) Bodily Injury and Property Damage
\$1,000,000 Combined single limit (BI & PD)
\$1,000,000 Aggregate

An Umbrella or Excess Liability policy is acceptable in bringing Limits into compliance.

SC-5.5 OWNER'S LIABILITY INSURANCE

Delete paragraph 5.5 of the General Conditions in its entirety and insert the following in its place:

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"The Contractor shall provide an Owner's Protective policy which shall provide liability coverage, including personal injury, for not less than the amounts required for the Contractor's Liability Insurance under the General Conditions paragraph 5.3 and shall include the ENGINEER and ENGINEER's Consultants as additional insured parties. The policy shall be delivered to the Owner prior to issuance of Notice to Proceed. "

SC-5.6 PROPERTY INSURANCE

- (1) Delete the first sentence only of paragraph 5.6 of the General Conditions and substitute the following in its place:

"Contractor shall purchase and maintain property insurance upon the Work at the site(s) to the full insurable value thereof."
- (2) For only that portion of the Work that is underground water and sewer utility installation, Contractor may purchase and maintain Builder's All Risk insurance only to the full insurable value of material in storage at the site or in storage off site, but not yet incorporated into the Work (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).
- (3) Add to paragraph 5.6: "The All Risk property insurance policy shall be delivered to the OWNER prior to issuance of the Notice to Proceed."

SC-6.2 SUPERVISION AND SUPERINTENDENCE

Add a new paragraph immediately after paragraph 6.2 of the General Conditions as follows:

"6.2.1 Contractor shall have a responsible representative on call at all times and shall maintain a crew with necessary tools and equipment available on call after normal Working hours, on weekends, during inclement weather and other times when Work is not in progress, to perform any necessary emergency repair Work which may occur as a result of the Work under this Contract. Negligence on the part of the Contractor, in the opinion of the Owner, to satisfy such situations will be just cause for the Owner to take whatever action necessary to remedy the situation and to deduct the cost from monies due the Contractor."

SC-6.3 LABOR, MATERIALS AND EQUIPMENT

Add sentence to paragraph 6.3 of the General Conditions as follows:

"Contractor's request for consent for overtime, Saturday or legal holiday Work shall be delivered to the ENGINEER at least 48 hours prior to proposed start of such operations."

SC-6.13 PERMITS

Add the following to paragraph 6.13 of the General Conditions:

"Railroad crossing and State of Georgia Department of Transportation (GDOT) encroachment permits will be furnished by the Owner. GDOT blasting permits shall be obtained by the Contractor. Any delays in obtaining Owner furnished permits will not be cause for extra compensation; however, they will be cause for an extension of the Contract Time for a period equal to the delay. Contractor's Work shall conform to all requirements of the permits. Contractor shall obtain and pay for extra insurance and bonds (if any) required by permits. Owner will pay

fees of utility service companies for permanent connections required by the Work. Contractor shall pay all utility user fees for temporary utilities required for the Work during the construction period until Substantial Completion."

SC-6.19 RECORD DOCUMENTS

Add to Article 6.19 the following:

"Keep accurate up-to-date as-built drawings as the Work progresses. These drawings shall reflect any deviations from the original Contract Documents. At the completion of the Work, the Contractor shall transfer all "as-built" corrections and notations. This set shall be delivered to and approved by the ENGINEER prior to final payment."

SC-6.20 SAFETY AND PROTECTION

Comply with all of the requirements of Public Law 91-956, cited as the "Occupational Safety and Health Act of 1970," and all amendments thereto, commonly referred to as OSHA, and it shall be the responsibility of the CONTRACTOR to fully enforce and comply with all of the provisions of the Act. Comply with OSHA requirements for maintaining a competent person at the job site at all times who is capable of identifying existing and predictable hazards in the surroundings or Working conditions which are unsanitary, hazardous, or dangerous to employees, and who is knowledgeable about OSHA standards, and who has authorization to take prompt corrective measures to abate hazards. A competent person at excavation, trenching or shoring sites also must be one having training in, and be knowledgeable about, soils analysis and the use of protective systems, shall have completed trench safety training in a course approved by the OSHA Training Institute, and shall be licensed as a "Utility Foreman" in the State of Georgia .

SC-9.8 PROJECT REPRESENTATION

Add a new paragraph immediately after paragraph 9.8 of the General Conditions to read as follows:

"9.8.1 The duties, responsibilities, and limitations of the Resident Project Representative shall be as stated in Duties, Responsibilities, and Limitations of Authority of Resident Project Representative."

SC-10 CHANGES IN THE WORK

Add paragraph 10.6 to the General Conditions to read as follows:

"10.6 The itemized quantities shown in the Bid Form shall be considered by the CONTRACTOR as the estimated quantities required to complete the Work only for the purpose of bidding. Should actual quantities required in the construction of the Work be greater or less than the quantities shown on the Bid Form, an amount equal to the difference in quantities at the unit prices bid for the items will be added to or deducted from the contract price upon completion of the Work. Owner may elect to delete entirely one or more bid items from the Work by giving written notice to the CONTRACTOR prior to commencement of Work on the deleted bid item."

SC-13.14 OWNER MAY CORRECT DEFECTIVE WORK

Add the following to Paragraph 13.14 after the first sentence:

"In the event of damage to existing utilities, or failure of completed or partially completed Work, which damage or failure creates an emergency or loss of service exceeding 4 hours, the Owner may (a) proceed to correct defective Work without prior written notice to the CONTRACTOR and (b) directly invoice CONTRACTOR for all such direct and indirect costs of the OWNER in accordance with OWNER's current policies".

SC-16 ARBITRATION

Article 16 of the General Conditions is deleted in its entirety.

END OF SECTION SC

Appendix F: Technical Specifications

This section contains the technical specifications which apply to this project:

01200	Price and Payment Procedures
01330	Submittal Procedures
01400	Quality Control
01780	Closeout Documents
02220	Demolition
02230	Clearing & Grubbing
02310	Grading
02630	Storm Drainage
02740	Asphalt Paving
02775	Concrete Sitework
02900	Landscaping
02950	Site Cleanup and Finish
99999	Miscellaneous Construction

SECTION 01200**PRICE AND PAYMENT PROCEDURES****PART 1-GENERAL****1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. The schedule of values shall be the exact same as the schedule of items in this project manual. Section summary totals shall be omitted.
- C. Revise schedule to list approved Change Orders, with each Application for Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Submit no more than one progress payment a month.
- B. Present required information in typewritten form or electronic media printout.
- C. Utilize the AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet(s). Approval from the City shall be obtained prior to the submission of any other form utilized besides what is specified herein.

1.04 APPLICATION FOR PROGRESS PAYMENTS-LUMP SUM CONTRACT

- A. For each item, provide a column listing each of the following:

1. Item Number.
 2. Description of work and authorized change orders.
 3. Scheduled Values.
 4. Work completed and accepted by the City from previous applications.
 5. Work completed and accepted by the City for current period.
 6. Materials presently stored (if applicable).
 7. Total completed and stored to date of application.
 8. Percent of completion.
 9. Balance to finish.
 10. Retainage.
- B. Execute certification by signature of authorized officer.
- C. Use data from Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- D. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- E. Submit one copy of each Application for Payment.
- F. Include the following with the application:
1. Transmittal letter.
 2. Construction progress schedule, revised and current.
 3. Partial release of liens from major Subcontractors and vendors.
 4. Other documents as required.
- 1.05 APPLICATION FOR PROGRESS PAYMENT-LUMP SUM CONTRACT WITH UNIT PRICE ITEMS
- A. For each item, provide a column listing each of the following:

1. Item Number.
 2. Description of work and authorized change orders.
 3. Unit of measure.
 4. Bid quantity.
 5. Unit price.
 6. Bid total.
 7. Work completed from previous applications.
 - a. Percentages for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
 8. Work completed for current period.
 - a. Percentage for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
 9. Total work completed to date.
 - a. Percentage for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
 10. Total due this month.
 11. Total due to date.
- B. Execute certification by signature of authorized officer.
- C. Use data from Schedule of Values. Provide percentages and/or actual quantities in each column for each line item for portion of work performed.
- D. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- E. Submit one copy of each Application for Payment.

F. Include the following with the application:

1. Transmittal letter.
2. Construction progress schedule, revised and current.
3. Partial release of liens from major Subcontractors and vendors.
4. Other documents as required.

1.06 CONTRACT MODIFICATION PROCEDURES

A. Construction Change Directive.

1. The City Representative may issue a document instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
2. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
3. Contractor shall promptly execute the change in Work.

B. Proposal Request.

1. The City Representative may issue a document which includes a detailed description of a proposed change.
2. Document may be accompanied with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
3. Contractor shall prepare and submit a fixed price quotation within 10 days.

C. Contractor Request for Change.

1. Contractor may propose a change by submitting a request for change to the City Representative.
2. Request for change shall describe the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.

3. The Contractor shall not stop work while waiting on approval of the submitted Request for Change unless written consent is provided by the City Representative.

D. Computation of Change in Contract Amount.

1. For changes requested by the City Representative for work falling under a contract with Unit Price items, the amount will be based on the Contractor's bid prices.

E. Substantiation of Costs.

1. Contractor shall provide full information required for evaluation.
2. The following data shall be provided:
 - a. Quantities of materials, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
3. Contractor shall support each claim for additional costs with additional information. The minimum following information shall be included:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

- F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

G. Promptly enter changes in Project Record Documents.

1.07 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments and sum remaining due.
- B. A separate application for payment shall be submitted for retainage release accompanied by all required close out documents specified in Section 01780.

END OF SECTION 01200

SECTION 01330**SUBMITTAL PROCEDURES****PART 1 – GENERAL****1.01 DEFINITIONS**

- A. Data: Submittals that provide calculations, descriptions, or documentation regarding the work.
- B. Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.
- C. Instructions: Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.
- D. Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.
- E. Statements: A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.
- F. Reports: Reports of inspections or tests, including analysis and interpretation of test results.
- G. Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.
- H. Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.
- I. Records: Documentation to record compliance with technical or administrative requirements.

- J. Operation and Maintenance Manuals: Data which forms a part of an operation and maintenance manual.

1.02 SUBMITTAL CLASSIFICATION

- A. City approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Department of Public Works.

1.03 APPROVED SUBMITTALS

- A. The Department of Public Works approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory.
- B. Approval will not relieve the Contractor of the responsibility for any error that may exist. The Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.
- C. After submittals have been approved by the Department of Public Works, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.04 DISAPPROVED SUBMITTALS

- A. The Contractor shall make all corrections required by the Department of Public Works and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal.
- B. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Department of Public Works.

1.05 WITHHOLDING OF PAYMENT

- A. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 - EXECUTION

2.01 GENERAL

- A. The Contractor shall make submittals as required by the specifications or as required by The Department of Public Works in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.
- B. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.
- C. Prior to submittal, all items shall be checked and approved by the Contractor and each item shall be stamped, signed, and dated by the Contractor indicating the action taken.
- D. Proposed deviations from the contract requirements shall be clearly identified.
- E. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.
- F. Submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

2.02 SCHEDULING

- A. Submittals covering component items forming a system or items that are interrelated, shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be included.
- B. A minimum of seven (7) calendar days (exclusive of mailing time) shall be allowed for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

2.03 SUBMITTAL PROCEDURE

- A. Contractor shall send a minimum of three (3) copies of submittals to the Department of Public Works located at, 1790 Hembree Road, Alpharetta, Georgia 30009. Two (2) copies shall be kept by the Department of Public Works and the remaining copies submitted shall be returned to the Contractor.
- B. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The City reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

2.04 CONTROL OF SUBMITTALS

- A. The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made before the Contractor scheduled date of installing items requiring approval by the City.

2.05 CITY APPROVED SUBMITTALS

- A. Upon completion of City review of submittals, the submittals will be identified as having “No Exceptions Taken”, “Make Corrections Noted” or “Reject/Resubmit” by being so stamped and dated. Two (2) copies of the submittal will be retained by the Department of Public Works and the remaining copies of the submittal will be returned to the Contractor.
- B. The City reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Department of Public Works from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the City or for check testing by the City in those instances where the technical specifications so prescribe.

2.06 STAMPS

- A. Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall include the following minimum information:
 - 1. Name of Contractor
 - 2. Approved
 - 3. Approved with corrections as noted on submittal data and/or attached sheets
 - 4. Signature
 - 5. Title of signee
 - 6. Date

END OF SECTION 01330

SECTION 01400**QUALITY CONTROL****PART 1 – GENERAL****1.01 SERVICES**

- A. Quality control services include inspections, tests, and related actions, including reports performed by the Contractor, independent agencies and by governing authorities. They do not include contract enforcement activities performed by the City.
- B. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, test, or approvals required by the Standard Specifications or the Owner's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the City.

1.02 INSPECTIONS AND TESTING

- A. Contractor shall provide inspections and tests specified and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
- B. The Contractor shall employ and pay a qualified independent testing agency to perform these services. Costs for these services are included in the Contract Sum.
- C. The Contractor is responsible for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements. The cost of retesting is the Contractor's responsibility where tests performed indicated noncompliance with requirements.

1.03 AUXILIARY SERVICES

- A. The Contractor shall cooperate with agencies performing inspections and tests and provide auxiliary services as requested. The Contractor shall notify the agency in advance of operations to permit assignment of personnel. Auxiliary services include the following:
 - 1. Providing access to the Work.

2. Furnishing incidental labor and facilities to assist inspections and tests.
3. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
4. Providing facilities for storage and curing of test samples.
5. Delivering samples to testing laboratories.
6. Providing preliminary design mix proposed for use for materials mixes that require control by the testing agency.
7. Providing security and protection of samples and test equipment.

1.04 TESTING AGENCY RESPONSIBILITIES

- A. The testing agency shall cooperate with the City Representative and the Contractor in performing its duties. The agency shall provide qualified personnel to perform inspections and tests.
- B. The agency shall notify the City Representative and the Contractor of irregularities or deficiencies observed in the Work during performance of its services.
- C. The agency shall communicate the results of their tests to the City Representative and the Contractor either orally or in writing immediately after performance of services prior to leaving the site.
- D. The agency shall not release, revoke, alter, or enlarge requirements or approve or accept any portion of the Work.
- E. The agency shall not perform duties of the Contractor.

1.05 COORDINATION

- A. Coordinate activities to accommodate services with a minimum of delay. Avoid removing and replacing construction to accommodate inspections and tests.
- B. The Contractor is responsible for scheduling inspections, tests, taking samples and similar activities.

1.06 SUBMITTALS

- A. The testing agency shall submit a certified written report, in duplicate, of each inspection and test to the City Representative.

- B. Submit additional copies of each report to the governing authority, when the authority so directs.
- C. Reports of each inspection, test, or similar service shall include, but are not limited to, the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the Work and test method.
 - 7. Identification of product and Specification Section.
 - 8. Complete inspection or test data.
 - 9. Test results and an interpretation of test results.
 - 10. Ambient conditions at the time of sample taking and testing.
 - 11. Comments or professional opinion on whether inspected or tested Work complies with requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting.

1.07 QUALIFICATIONS

- A. Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
- B. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 – EXECUTION

2.01 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, and sample taking, repair damaged construction.
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection and testing.

END OF SECTION 01400

SECTION 01780**CLOSEOUT DOCUMENTS****PART 1-GENERAL****1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 SUBMITTALS**A. Project Record Documents**

1. Submit documents to City Representative with Retainage Release Application for Payment.

B. Operation and Maintenance Data (Where Applicable)

1. For equipment, or component parts of equipment put into service during construction and operated by the City, submit completed documents within ten days after acceptance.
2. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with City Representative comments. Revise content of all document sets as required prior to final submission.
3. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds

1. For equipment or component parts of equipment put into service during construction with City Representative's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by City Representative.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 x 11 inch (216 x 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of City Representative, Contractor, Subcontractors, and major suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.

- e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- a. Shop drawings and product data.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with City Representative's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 x 11 inch (216 x 279 mm) three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 01780

SECTION 02220**DEMOLITION****PART 1-GENERAL****1.01 SCOPE OF WORK**

- A. This section covers demolition and removal of existing items on site which interfere with proposed construction and protection of existing items to remain. This includes removal of existing structures, foundations, pavements, broken & dumped concrete and construction debris. The Contractor shall coordinate with the City phasing the work to accommodate existing site users.

1.02 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2-EXECUTION**2.01 UTILITY PROTECTION**

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 811 or 800-282-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.

- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.02 DEMOLITION AND REMOVAL

- A. Demolish and remove from site existing structures, foundations, curb & gutter, slabs, walks, paving, steps, and any other item above or below ground that interferes with construction of the project as shown on plans.
- B. Materials demolished and items removed shall become the property of the Contractor and shall be removed promptly from the site, except for salvageable items as specified by the City Representative. All demolished material shall be legally disposed of off the Owner's property. Any cost incurred by the City in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under this contract.
- C. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City in cleaning up any debris or mud shall be charged to the Contractor and be deducted from funds due to the Contractor.
- E. Littering of the site shall not be permitted.
- F. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with the City's noise ordinance.
- G. The Contractor shall comply with all applicable air pollution control requirements. The Contractor shall take appropriate actions to minimize atmospheric pollution. The City shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne.
- H. No fires of any kind will be permitted on site.
- I. No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
- J. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous characteristics are encountered, do not disturb; immediately notify City Representative.

2.03 UTILITY ADJUSTMENTS

- A. All existing utilities shown within the construction area shall be removed, adjusted or relocated as needed at the Contractor's expense including valves, meter boxes, pull boxes, etc. Contractor shall be responsible for coordinating (with the appropriate utility provider) the removal, relocation, abandonment, adjustment or modification of all utilities that interfere with construction of the project as shown on plans. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.

2.04 PUBLIC SAFETY

- A. The Contractor shall provide all barricades, guards, lights and other installations required to protect persons and property during the work period. This shall be in addition to such protection required elsewhere in this specification.

END OF SECTION 02220

SECTION 02230**CLEARING AND GRUBBING****PART 1-GENERAL****1.01 SCOPE OF WORK**

- A. This section covers clearing of vegetation, grubbing of stumps, roots, and debris, stripping of topsoil, disposal of unutilized materials and other incidental work related to preparing the site for later use.

1.02 DEFINITIONS

- A. Clearing: Clearing shall consist of the felling, trimming, and cutting of obstructions such as trees into sections and the satisfactory disposal of the trees and other surface vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.
- B. Grubbing: Grubbing shall consist of the removal and disposal of below-surface stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas.
- C. Hazardous Material: Substance likely to cause death or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful; and includes, but is not limited to flammable dust, flammable fiber, combustible liquid, dangerous chemical, flammable gas, liquefied flammable gas, and flammable liquid.
- D. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, stones, and other objects more than 1 inch in diameter; and free of subsoil and weeds, roots, toxic materials, and other non-soil materials.
- E. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction.

1.03 PROJECT/SITE CONDITIONS

- A. Work Limits: Area to be cleared and grubbed will be the limits of disturbance as shown on the plans.
- B. Burning: No burning of any kind shall be permitted.

- C. Landscape Preservation: Protect vegetation outside the work limits from injury. Existing trees and shrubs shall not be disturbed or damaged. Any existing trees and or shrubs that are damaged as a result of construction activities shall be pruned by an ISA Certified Arborist.
- D. Traffic: Minimize interference with adjoining roads, streets, walks and other adjacent occupied or used facilities during site clearing operations.
- E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous characteristics are encountered, do not disturb; immediately notify City Representative.

1.04 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2-EXECUTION

2.01 PROTECTION

- A. Prior to clearing and grubbing, locate and clearly flag trees and vegetation to remain or to be relocated. Erect and maintain a temporary fence around trees and vegetation to remain as indicated on the plans. Obtain approval from City Arborist for tree save fence locations prior to installing silt fence.
- B. Prior to clearing and grubbing, install erosion control measures as shown on the plans. Obtain approval from City Representative certified in erosion control inspections that erosion control measures have been installed properly and completely.
- C. Protect existing site improvements to remain from damage during construction. Any existing site improvements that are damaged during construction activities shall be restored back to their original condition as acceptable to the City Representative at no additional cost.

D. Roads and Walks: Keep roads and walks free of dirt and debris at all times.

2.02 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 811 or 800-282-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are indicated to remain from damage at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Notify the City of Alpharetta Public Works Department immediately of damage to an existing utility line or of an encounter with an unknown existing utility line. The Contractor shall be responsible for the repairs of damage to existing utilities. When utility lines which are to be removed are encountered within the area of operations, the Contractor shall notify the City of Alpharetta Public Works Department 72 hours prior to interruption of the service.
- D. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- E. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.03 CLEARING

- A. Clear trees, stumps, roots, brush, and other vegetation in areas to be graded; cut off flush with or below the original ground surface, except such trees and vegetation indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1-1/2 inches or more in diameter and be painted with an approved tree-wound paint. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require. Clearing shall also include the removal of existing obstructions that are a distance of 5 feet beyond the perimeter of to-be-built structures.

2.04 GRUBBING

- A. Requirements: Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground. Debris not suitable for foundation purposes shall be removed.

2.05 STRIPPING OF TOPSOIL

- A. Remove sod or grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil materials on site for re-use where applicable. Any extra topsoil not incorporated into the work shall be removed promptly from the site.

2.06 SALVAGE

- A. Salvage and place any items requested by City Representative in a location approved by the City Representative.

2.07 DISPOSAL

- A. Material that is not to be salvaged shall be removed promptly from the project site and legally disposed of.

END OF SECTION 02230

SECTION 02310**GRADING****PART 1—GENERAL****1.01 SCOPE OF WORK**

- A. This section covers stripping and stockpiling topsoil, grading, hauling, excavating, and backfilling required for site work, temporary grading, ditching and silt control to protect the site and adjoining properties from water and silt damage.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. The manual for Erosion and Sediment Control in Georgia, Current Edition, as published by the Georgia Soil and Water Conservation Commission, and "Best Management Practices" apply to all land disturbing activities.

1.03 DEFINITIONS

- A. Structural Fill: Fill supporting concrete walks, slabs or any other structure and extending for a distance as specified on the plans or a minimum of ten (10) feet on each side of said structure measured at finished grade, thereafter tapering away at a 1:1 slope.
- B. Paving Area Fill: Fill supporting any asphalt or concrete paving for parking of cars or trucks, or driveways, and extending for a distance as specified on the plans or a minimum of ten (10) feet on each side of said area measured at the finished grade, thereafter tapering away at a 1:1 slope.
- C. General Area Fill: Fill in the general grading area covering banks, hollows, drain ditches, landscaped areas, etc.
- D. Rock: Material which cannot be excavated except by drilling, blasting or wedging consisting of un-decomposed stone hard enough to ring under a hammer. The amount of solid stone shall not be less than one (1) cubic yard in volume.
- E. Topsoil: Natural or cultivated surface-soil layer containing organic matter, sand, silt and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, stones, and other objects more than 1 inch in diameter; and free of subsoil, weeds, roots, toxic

materials, and other non-soil materials.

- F. Earth Excavation: All material found below the surface of the ground except active utilities and rock.
- G. Suitable Material: Any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP. Suitable materials for grading shall be comprised of stones less than 8 inches in any dimension, except for fill material for pavements and railroads which shall be comprised of stones less than 3 inches in any dimension.
- H. Unsuitable Material: Materials which do not comply with the requirements for suitable materials. Unsuitable materials also include man-made fills, trash, refuse, backfills from previous construction, and material classified as suitable which contain roots and other organic matter or frozen material.
- I. Hazardous Material: Substance likely to cause death or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful and includes, but is not limited to flammable dust, flammable fiber, combustible liquid, dangerous chemical, flammable gas, liquefied flammable gas, and flammable liquid.

1.04 SUBMITTALS

- A. Submit copies of Geotechnical Testing Reports to City Representative.
- B. Submit (2) copies of performance and product data for earthwork devices specified on the plans or as required by the City Representative.

1.05 EXISTING SITE CONDITIONS

- A. Existing conditions are shown on the drawings. The Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field. Contractor shall notify the City Representative of any field conditions that are inconsistent with the plans.
- B. Items of historic or archaeological value discovered during construction operations shall remain the property of the City. Notify the City Representative immediately of any such findings for instruction.

1.06 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices

(MUTCD), Latest Edition.

- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2 – EXECUTION

2.01 LAYOUT

- A. Layout shall be accomplished by a State of Georgia licensed Land Surveyor or Construction Layout Professional.
- B. Establish and maintain stakes as required for drives, parking, walks, and other site improvements.

2.02 EROSION AND SEDIMENT CONTROL

- A. Contractor shall strictly adhere to the "Field Manual for Erosion and Sediment Control in Georgia" for required initial erosion, sedimentation, and pollution control measures. Only upon completion of installation of these measures in full and approval is obtained by the City Representative shall the Contractor expand his grading operations to the entire site.
- B. The Contractor shall construct all erosion control devices as shown on drawings. Contractor shall provide daily maintenance to such devices and remove accumulated sediment from traps after each rain event and haul off site.
- C. Protect newly graded areas from weather. Settlement or washing that occurs prior to acceptance of work shall be repaired, and grades established to required elevations shall be maintained by the Contractor until the date of substantial completion.
- D. Contractor shall be fully responsible for any damage occurring to property above or below the site which is a result of drainage or silt from the site. Contractor shall fully inspect erosion control devices prior to commencing any work and take any precautions in addition to these hereinafter specified which he deems necessary to protect the adjacent property.
- E. All areas in which earthwork shall be suspended for more than two (2) weeks shall be grassed with temporary grass.

- F. Contractor shall install storm drainage as grading progresses and make additional storm drainage installation possible. Direct swales to drainage structure locations as shown on drawings. Install required temporary sediment traps the same day as storm structures are installed.

2.03 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 811 or 800-282-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.04 HAZARDOUS MATERIALS

- A. It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous characteristics are encountered, do not disturb; immediately notify City Representative.
- B. No soil found on site or transported to the site which is contaminated with material containing asbestos, PCB's, radon, gasoline, fuel oil, or other fossil fuels, shall be used for fill, backfill or landscape topsoil.
- C. Notify City Representative of any contaminated soil found on site. Any contaminated soil found on site shall be removed and disposed of in a manner approved by the appropriate regulatory agencies.

2.05 SITE PROTECTION

- A. The Contractor shall limit his grading and filling operations to within the work areas and shall not disturb the existing terrain or trees outside these lines. Locate storage sheds, temporary office and storage space as approved by the City Representative.

- B. The Contractor shall maintain carefully all benchmarks, monuments, property pins and other reference points. If disturbed or destroyed, replace as directed at no additional cost to the Owner. If found at variance with the drawings, notify the City Representative. Replacement of benchmarks, monuments, property pins and other reference points shall be accomplished by a State of Georgia licensed Land Surveyor.
- C. Fill material placed against drainage structures or back-filled around utility pipes shall be placed and compacted by methods which will not cause any damage. Any damage, which does occur shall be repaired or replaced by the Contractor at no additional cost to the Owner.
- D. All existing curbs, sidewalks, buildings, utilities, and paving damaged in performance of this work shall be restored at no additional cost to the Owner.
- E. Any settlement or washing that occurs to graded areas prior to acceptance of the work shall be repaired and grades re-established to the required elevations and slopes. Fill to required subgrade levels any areas where settlement occurs.
- F. All work shall be performed in accordance with applicable codes and ordinances and requirements of the local issuing authority.
- G. The Contractor shall provide effective drainage for the entire site at all times. Watersheds shall be diverted by ditching or embankment to prevent encroachment of surface water into excavations. No impoundment of water will be permitted except as provided; pools, puddles, or inundated excavations shall be drained immediately. The Contractor shall be fully responsible for all water damage to the site and to the installed work.

2.06 DEWATERING

- A. All excavations shall be kept free of water at all times. All mud caused by standing water must be completely removed from any excavation before the placing of any permanent material. Where necessary, the water table shall be maintained during construction by the use of pumps and ditches at a level two (2) feet below the deepest excavation. No excavation shall be made to full depth when freezing temperature may be expected. Protect excavation bottom from frost if placing of concrete or gravel is delayed.
- B. Contractor shall prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
- C. Contractor shall not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps,

suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

- D. Contractor shall protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by dewatering operations.
- E. Contractor shall provide temporary erosion and sedimentation controls during dewatering operations.
- F. Contractor shall establish and maintain temporary drainage ditches and other diversions outside excavation limits upon the City Representative's approval to convey rainwater and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.

2.07 TOPSOIL

- A. After all demolition, clearing and disposal is completed, the Contractor shall strip from the top of the existing ground all topsoil in all areas to be graded. Stockpile topsoil in designated or approved locations with proper drainage where it will not interfere with the work.
- B. At completion of job, topsoil shall be distributed with a minimum depth of four (4) inches to all disturbed or re-graded areas except pavement areas, parking lots, drives and walks at the direction of the City Representative. Ground shall be scarified before placing topsoil.

2.08 GRADING

- A. The Contractor shall be responsible for their own earthwork calculations and quantity take-offs. Should earthwork not balance on site, the Contractor shall be responsible for all costs associated with hauling in necessary structural fill and or hauling off excess cut material.
- B. All existing utilities shown within the construction area shall be removed, adjusted to finished grade or relocated as needed at the Contractor's expense including valves, meter boxes, pull boxes, etc. Contractor shall be responsible for coordinating (with the appropriate utility provider) the removal, relocation, abandonment, adjustment or modification of all utilities that interfere with construction of the project as shown on plans. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.
- C. All exterior grades shall be constructed in accordance with the drawings. In all cases, grades shall have sufficient pitch to drain water.

- D. All grading shall be done as required to bring the earth to the finished grades shown on the plans. Grades not otherwise indicated shall be uniform levels of slopes between points where elevations are given or between such points and existing finished grades.
- E. Insufficient Fill Material: If quantity of grading material is insufficient to provide finish grade elevations indicated on drawings. Contractor shall obtain additional fill material of specified quality from an off-site source. Obtaining and hauling of additional fill material shall be performed at no additional cost to the Owner. Any imported fill material must be approved by the Contractor's selected testing agency.
- F. Excess Cut Material: If quantity of grading material is in excess of quantities necessary to provide finish grade elevations indicated on drawings, any excess material shall be hauled off site. Hauling and disposal of excess cut material shall be performed at no additional cost to the Owner.
- G. Unsuitable Fill Material on Site: If graded and excavated materials on site are unsuitable for use as compacted fill as determined by the Contractor's selected testing agency, then suitable fill shall be obtained from an off site source. Obtaining and hauling of additional fill material and haul off of unsuitable materials shall be performed at a price negotiated between the Owner and Contractor.
- H. Grades: Cut, place, compact, fill and rough grade entire project area to within vertical tolerance not to exceed one-tenth (0.10) foot above or below finished grades shown with allowances made for sub-grades.
- I. Contractor shall take all precaution possible to prevent erosion of all graded areas of the site. Commence all fills at outmost part of fill and slope towards original ground so that all surface storm water drains back away from fill and does not run over the top of fill slope. Construct swales at bottom of proposed fill slopes prior to construction of any fills. Construct and maintain a swale at the outermost part of top fills as fills are constructed.
- J. Grade Maintenance: The Contractor shall provide additional fill material, remove excess material, or redistribute material, should grades be changed by erosion or other construction at no additional cost.
- K. Weather Limitations: No grading, excavating or filling of any kind shall be permitted when raining, or site is in a wet, muddy or frozen condition unless approved by the City Representative.

2.09 EXCAVATION

- A. The Contractor shall excavate to lines, elevations, dimensions, and depth, plus such

additional space sufficient for forms and working space, as indicated on the drawings.

- B. The Contractor shall accept full responsibility for all excavations. Contractor shall protect all excavation embankments against collapse. Where possible, embankments over four (4) feet high shall be made at a slope not greater than one and one-half (1-1/2) horizontal to one (1) vertical, or where the soil is very sandy or wet the slope should be no greater than two (2) horizontal to one (1) vertical; Steeper slopes than those suggested herein may be employed when the work is done under the supervision of a Georgia licensed Professional Engineer specializing in this type of work. Contractor shall conform to OSHA regulations for bracing and shoring.
- C. Where it is not possible to provide a safe embankment slope; all banks shall be temporarily supported and maintained secure until permanent support has been provided.
- D. Where ditches or trenches are over four (4) feet deep, cross bracing and shoring shall be provided to prevent collapse.
- E. To prevent caving or settlement of earth adjacent to excavations, and for the protection of persons as well as property, shoring, bracing and other similar work shall be provided and installed to meet the conditions in each particular case and shall be left in place until construction has reached a point where backfills behind walls or in ditches have been made and the need for shoring and bracing eliminated.

2.10 ROCK EXCAVATION

- A. When rock is encountered, the earth shall be cleared away and any rock shall be verified by the Contractor's selected testing agency. The Owner shall be notified before any rock has been removed in any way. If Contractor fails to notify the Owner prior to any rock excavation or removal, the Contractor will not be eligible for any payment for such work.
- B. Boulders less than one (1) cubic yard in volume or rock as defined shall be removed at no additional cost to the Owner. Rock encountered that is greater than one (1) cubic yard in volume shall be removed and hauled off at a price negotiated between the Owner and Contractor. If a price for rock excavation has been established in the schedule of items, the Contractor shall remove rock at the contract price.
- C. Decomposed rock and similar material that can be removed by tractor drawn ripper or power machinery will be classified as earth excavation.
- D. Blasting of rock shall be subject to the Owner's approval. All blasting shall be done in accordance with local ordinances, and permits shall be obtained where required by law.

- E. Materials accumulated as a result of blasting shall become the property of the Contractor and shall be promptly removed from the site. Burial of rock material in deep fill areas may be considered as allowed by the specifications or as approved by the City Representative.

2.11 TESTING

- A. Testing of fill in place shall be performed by a laboratory approved by the Owner. All tests shall be paid for by the Contractor. Tests shall be made continuously as necessary during the placing and compacting of the fill. Any areas that do not meet the compaction specifications shall be re-compacted to achieve compliance.

2.12 STRUCTURAL FILL

- A. Contractor shall install all necessary structural fill to provide the new grades as shown on the plans. Contractor shall load, haul, place, grade, and compact, all structural fill.
- B. All areas to receive structural fill shall be cleared and stripped as herein specified.
- C. Subgrade for all fill areas shall be inspected and approved by the Contractor's selected testing agency representative before beginning fill operations. Testing of subgrade shall consist of proofrolling with a loaded 20 ton dump truck or other pneumatic-tired vehicle of similar size and weight where applicable with two (2) complete coverages in each of two perpendicular directions. Proofrolling shall be accomplished under the observation of the Contractor's selected testing agency representative and City Representative. Notify City Representative forty-eight (48) hours in advance of proofrolling operation. Any areas which "pump" under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- D. If at any point it rains on subgrade prior to fill placement, contractor shall re-test subgrade under the observation of the Contractor's selected testing agency representative and City Representative. Any areas which "pump" under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- E. Fill material shall be placed in lifts of six (6) to eight (8) inches in loose measure. The fill shall be compacted to at least ninety-eight (98) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During the fill placement, in-place density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed

in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.

1. Testing of structural fill shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
- b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.

2. Testing of fill in utility trenches shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
- b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

F. In excavated areas, the upper twelve (12) inches of soils intended to support concrete walks, slabs, or any other structure shall be scarified and re-compacted to one-hundred (100) percent maximum density as determined by the Standard Proctor Compaction Test (ASTM D 698). In confined areas such as utility trenches, portable compaction equipment and thin lifts of three (3) to four (4) inches shall be utilized to achieve the required compaction.

1. Testing of excavated areas intended to support concrete walks, slabs, or any other structure shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one thousand (1,000) Sq.Ft. area. Additional tests may be required at locations determined by the City Representative.
- b. A minimum of one (1) test shall be made for any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.

2. Testing of fill in utility trenches shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be

required at locations determined by the City Representative.

- b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.13 GENERAL FILL

A. Areas to receive fill shall be stripped of trees, stumps and vegetation, and topsoil shall be stockpiled before fill is placed. Fill material shall be placed in lifts six (6) to eight (8) inches in loose measure and shall be compacted to at least ninety-five (95) percent of the maximum dry density as determined by Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During fill placement, in-place density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.

1. Testing of general fill shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of each twenty-five hundred (2,500) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
- b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than twenty-five hundred (2,500) Sq.Ft. Additional tests may be required at locations determined by the City Representative.

2. Testing of fill in utility trenches shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
- b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.14 PAVED AREAS

A. All paved areas to receive fill shall be cleared and stripped as herein specified.

B. Subgrade for all paved areas to receive fill shall be inspected and approved by the

- Contractor's selected testing agency representative and City Representative before beginning filling operations. Testing of subgrade shall consist of proofrolling with a loaded 20 ton dump truck or other pneumatic-tired vehicle of similar size and weight where applicable with two (2) complete coverages in each of two perpendicular directions. Proofrolling shall be accomplished under the observation of the Contractor's selected testing agency representative and City Representative. Notify City Representative forty-eight (48) hours in advance of proofrolling operation. Any areas which "pump" under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- C. If at any point it rains on subgrade prior to fill placement, contractor shall re-test subgrade under the observation of the Contractor's selected testing agency representative and City Representative. Any areas which "pump" under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- D. Fill material shall be placed in lifts of six (6) to eight (8) inches in loose measure. The fill shall be compacted to at least ninety-eight (98) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The top twelve (12) inches of fill shall be compacted to at least one-hundred (100) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During the fill placement, in-place density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.
1. Testing of fill under paved areas shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
 2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.

- b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.
- E. In excavated areas, the upper twelve (12) inches of soils intended to support pavements shall be compacted to at least one-hundred (100) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. In confined areas such as utility trenches, portable compaction equipment and thin lifts of three (3) to four (4) inches shall be utilized to achieve the required compaction.
- 1. Testing of excavated areas intended to support pavements shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
- 2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.15 FINISH GRADING

- A. Areas to be seeded shall be brought to finished grade and smoothed.
- B. Areas adjacent to sidewalks shall be brought up flush with finished elevation of sidewalks.
- C. Minimum topsoil depth shall be four (4) inches. No topsoil shall be spread in a frozen or muddy condition. In all cases positive drainage shall be provided. Allowance for settlement shall be made.

- D. Areas where the topsoil has not been removed shall be scarified and smoothed. All sticks, stones and rubbish shall be removed.
- E. Preparation of all lawn or landscape areas: Stockpiled topsoil from grading operations shall be spread evenly on the disturbed portion of the site. The soil shall be loosened and mixed to a depth of four (4) to six (6) inches and all stones over one (1) inch in size, sticks and rubbish removed via perpendicular passes (minimum two passes) by a "rockhound attachment" and hand raking. All areas shall be graded to finished grade. No heavy objects except lawn rollers shall be moved over lawn areas after the soil has been prepared unless the soil is again graded and loosened as specified above before topsoil is spread.

2.16 CLEANUP

- A. Any soil, peat or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones, and debris which has not previously been cleaned up shall be promptly removed from the site and disposed of as directed by the City Representative. All lawns and planting areas shall be prepared for final inspection prior to any planting.
- B. All debris, construction materials, Contractor's buildings or equipment, logs, stumps, boulders, or any other extraneous material deposited during construction shall be promptly removed from the site, which includes all graded areas, all wooded areas, and all other undisturbed areas. All debris shall become the property of the Contractor and be promptly hauled away from the site. All existing debris, logs, stumps, boulders, or other extraneous material shall be removed from all undisturbed or graded areas.

END OF SECTION 02310

SECTION 02630**STORM DRAINAGE****PART 1—GENERAL****1.01 SCOPE OF WORK**

- A. This section covers furnishing all labor, equipments and materials required to complete storm drainage installation and all other items indicated on the drawings, including preparation of subgrade, excavation, bedding, backfilling and testing.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division 2, Section 02310 Grading

1.03 REFERENCE STANDARDS

- A. City of Alpharetta Design Standards.
- B. Georgia Department of Transportation Construction Details and Standards.
- C. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Latest Edition.

1.04 SUBMITTALS

- A. Manufacturer's Installation Procedures: Submit two (2) copies of the Manufacturer's recommendations for installation procedures of the material being placed prior to installation.
- B. Shop Drawings: Include plans, elevations, details and attachments for precast concrete manhole and other structures including frames, covers and grates.
- C. Performance and Product Data: Submit two (2) copies of manufacturer's performance and product data for each type of storm drainage device indicated or as required by the City Representative.
- D. Submit copies of Materials Testing Reports to City Representative.
- E. Additional submittals as required by the City Representative.

1.05 RECORD DRAWINGS

- A. As-built record drawings shall be prepared by a surveyor licensed in the state of Georgia. At project closeout the contractor shall submit record drawings of installed storm drain piping and structures. Record drawings shall include lengths and slopes of pipe installed, layout of pipe, invert elevations of pipe and structures and top elevations of pipe and structures.
- B. Contractor shall provide the Owner with three (3) copies of as-built record drawings in plan and profile of all underground utilities showing the dimension located of each relative to property boundaries, curb lines, structures and from one utility to another horizontally and vertically. This shall include on site and off site storm sewer service.

1.06 QUALITY ASSURANCE

A. Delivery, Storage and Handling

- 1. Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. The inside of pipes and fittings shall be kept free of dirt and debris.
- 2. Before, during, and after installation, pipe and fittings shall be protected from any environment that would result in damage or deterioration to the material.
- 3. Lubricants, elastomeric gaskets, and any similar materials required to install pipe shall be stored in accordance with the manufacturer's recommendations and shall be discarded if the storage period exceeds the recommended shelf life.
- 4. Handle precast concrete manholes and other structures according to manufacturer's written instructions.
- 5. Materials shall be handled in a manner that ensures delivery to the trench in sound, undamaged condition. Pipe shall be carried to the trench, not dragged.
- 6. Prior to installation, all pipe, structures and appurtenances shall be inspected by the City Representative for compliance and damage. Any items found to be non-compliant with the drawings and specifications or damaged shall be removed from the site at the Contractor's expense.

1.07 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices

(MUTCD).

C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).

D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II – PRODUCTS/MATERIALS

2.01 REINFORCED CONCRETE PIPE

A. Concrete pipe shall, at a minimum, be reinforced Class III bell and spigot with rubber gaskets.

B. Pipe and fittings shall comply with ASTM C 76.

C. Gaskets shall comply with ASTM C 443.

2.02 HIGH DENSITY POLYETHYLENE PIPE

A. High Density Polyethylene Pipe with a smooth interior shall conform to the requirements of ASTM Designation F949-65a or latest version. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

B. Pipe shall be manufactured to 50-psi stiffness when tested in accordance with ASTM Testing Method D2412. There shall be no evidence of splitting, cracking or breaking when pipe is tested per ASTM Test Method D2412 at 60 percent flattening.

C. Pipe shall be made of polyethylene compound having a minimum cell classification of 12454B as defined in ASTM Specification D1784.

D. All fittings for pipe shall conform to ASTM F949, Section 5.2.3. The pipe manufacturer shall provide all fittings to ensure compatibility.

E. All joints shall be made with integrally formed bell and spigot gasketed connections. The manufacturer shall provide documentation showing no leakage when gasketed pipe joints are tested in accordance with ASTM Test Method D3212.

F. Elastomeric seals (gaskets) shall meet the requirements of ASTM Designation F477.

2.03 JOINTS

A. Reinforced Concrete Pipe

1. Reinforced concrete pipe shall have flexible watertight joints made with rubber-type gaskets. The design and physical requirements of rubber-type gaskets shall comply with ASTM C 443. Factory-fabricated resilient joint materials shall conform to ASTM C 425.
2. Gaskets shall have no more than one factory-fabricated splice, except that two factory-fabricated splices of rubber-type gaskets are permitted if the nominal diameter of the pipe or structure being gasketed exceeds 54 inches.

B. High Density Polyethylene Pipe

1. All fittings for pipe shall conform to ASTM F949, Section 5.2.3. The pipe manufacturer shall provide all fittings to ensure compatibility.
2. All joints shall be made with integrally formed bell and spigot gasketed connections. The manufacturer shall provide documentation showing no leakage when gasketed pipe joints are tested in accordance with ASTM Test Method D3212.
3. Elastomeric seals (gaskets) shall meet the requirements of ASTM Designation F477.

2.04 PRECAST MANHOLES

- A. Precast reinforced concrete manholes shall comply with ASTM C 478 and the following:
1. Precast concrete shall be a minimum 4,000 PSI.
 2. Dimensions: 48 inches minimum, unless otherwise indicated.
 3. Base Section: 6-inch minimum thickness for floor slab, 5-inch minimum thickness for walls and base riser section and having a separate base slab or base section with integral floor.
 4. Riser Section: 5-inch minimum thickness and lengths to provide depth indicated.
 5. Manhole Top Section: Eccentric-cone type unless concentric-cone or flat-slab top type is indicated.
 6. Gaskets: ASTM C 443 rubber or as noted.

7. Grade Rings: reinforced concrete rings of 9-inch maximum thickness that matches 24-inch diameter frame and cover. Brick may be used for grade rings.
 8. Steps: Fiberglass or polypropylene individual steps. Width shall allow a worker to place both feet on one step. Step shall be designed to prevent lateral slippage. Steps shall be cast or anchored into base, riser and top section sidewalls spaced at 12 to 16-inch intervals.
- B. Joints between precast concrete risers and tops shall be made with flexible watertight, rubber-type gaskets meeting the requirements of SECTION 2.03 "Joints".
- 2.05 BRICK
- A. Brick shall conform to ASTM C 62, Grade SW; ASTM C 55, Grade S-I or S-II; or ASTM C 32, Grade MS.
- 2.06 MORTAR
- A. Mortar for pipe joints, connections to other drainage structures and brick or block construction shall conform to ASTM C 270, Type M except that the maximum placement time shall be one (1) hour.
- B. Water shall be clean and free of harmful acids, alkalies and organic impurities. The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar.
- C. Mortar for jointing and plastering shall consist of one part portland cement and two parts fine sand. Lime may be added to mortar in a quantity not more than 25 percent of the volume of cement.
- 2.07 PRECAST CONCRETE SEGMENTAL BLOCKS
- A. Precast concrete segmental block shall conform to ASTM C 139.
- B. Blocks shall be a maximum of eight (8) inches thick, a minimum of eight (8) inches long and of such shape that joints can be sealed effectively and bonded with mortar.
- 2.08 FRAME AND COVER FOR GRATINGS
- A. Frame and cover for gratings shall be cast gray iron, ASTM A 48, Class 35B; cast ductile iron, ASTM A 536, Grade 65-45-12; or cast aluminum, ASTM B 26/B 26M, Alloy 356.OT6.

- B. Weight, shape, size and waterway openings for grates and curb inlets shall be as indicated on the plans.

2.09 CONCRETE

- A. Unless otherwise specified, concrete and reinforced concrete shall comply with Section 02775 CONCRETE SITEWORK.
- B. The concrete coverage over reinforcing steel shall not be less than one (1) inch thick for covers and not less than 1 ½ inches thick for walls and flooring. Concrete deposited directly against the ground shall have a minimum thickness of three (3) inches between steel and ground.
- C. Expansion joint material shall conform to ASTM D 1751, asphalt-saturated cellulosic fiber.

PART III - EXECUTION

3.01 EXCAVATION FOR PIPE CULVERTS, STORM DRAINS, AND DRAINAGE STRUCTURES

- A. Excavation of trenches, and for appurtenances and backfilling for culverts and storm drains, shall be in accordance with the applicable portions of Section 02310 GRADING and the requirements specified below.
- B. The width of pipe trenches shall be per the manufacturer's installation instructions to permit satisfactory jointing and thorough tamping of the bedding material under and around the pipe. Sheet piling and bracing shall be placed within the trench width as required. Contractor shall not over-excavate. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures will be necessary. Cost of this redesign and increased cost of pipe or installation shall be borne by the Contractor without additional cost to the City.
- C. The Contractor shall have all subgrade which supports pipe, structures and other appurtenances checked by the Contractor's selected testing agency. Where wet or otherwise unstable soil incapable of properly supporting pipe or structures, as determined by the Contractor's selected testing agency is unexpectedly encountered in the bottom of a trench, such material shall be removed to the depth required and replaced to the proper grade with select granular material. When removal of unstable material is due to the fault or neglect of the Contractor in his performance of shoring and sheet piling, water removal, or other specified requirements, such removal and replacement shall be performed at no additional cost to the City.

3.02 BEDDING

- A. The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe.
- B. Bedding shall be placed per the manufacturer's installation instructions.
- C. When no bedding class is specified by the manufacturer's installation instructions or detailed on the drawings, concrete pipe shall be bedded in a soil foundation accurately shaped and rounded to conform to the lowest one-fourth of the outside portion of circular pipe or to the lower curved portion of pipe arch for the entire length of the pipe or pipe arch. When necessary, the bedding shall be tamped. Bell holes and depressions for joints shall be not more than the length, depth, and width required for properly making the particular type of joint.
- D. Bedding for high density polyethylene pipe shall meet the requirements of ASTM D 2321. Bedding, haunching and initial backfill shall be of the material specified in the manufacturer's installation instructions.

3.03 PIPE INSTALLATION

- A. Each section of pipe shall be thoroughly examined for defects and damages before being laid. Defective or damaged pipe shall not be used.
- B. HDPE pipe shall be protected from exposure to direct sunlight prior to installing if necessary to maintain adequate pipe stiffness and meet installation deflection requirements.
- C. Install piping beginning at low point, true to grades and alignment indicated. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves and couplings according to manufacturer's installation instructions for use of lubricants, cements and other installation requirements. Proper facilities shall be provided for lowering sections of pipe into trenches.
- D. Pipe shall not be laid in water, or when trench or weather conditions are unsuitable for work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary.
- E. Install structures for changes in direction and size of pipe unless fittings are indicated.
- F. Join and install pipe and fittings according to manufacturer's installation instructions. Gaskets and jointing materials shall be installed as recommended by the manufacturer in regards to use of lubricants, cements, adhesives, and other special installation requirements. Surfaces to receive lubricants shall be kept clean and dry and shall be

protected from the sun, blowing dust and other deleterious agents at all times. Gaskets and jointing materials shall be inspected before installing the pipe. Any loose or improperly affixed gaskets and jointing materials shall be removed and replaced. If, while the joint is being constructed the gasket becomes visibly dislocated the pipe shall be removed and the joint reconstructed.

- G. Join pipe made of different materials or dimensions with couplings made for the application. Use couplings that are compatible with and fit both systems' materials and dimensions.
- H. Where multiple lines of pipe are installed, adjacent sides of pipe shall be at least half the nominal pipe diameter or three (3) feet apart, whichever is less.

3.04 STRUCTURE INSTALLATION

A. Precast

1. Install manholes and structures complete with appurtenances and accessories indicated.
2. Install rowlock inverts between inlets and outlets of each structure.
3. Set tops of frames and covers flush with finished grades unless otherwise indicated.
4. Install precast concrete sections with gaskets according to ASTM C 891.
5. All seams between walls and riser sections and all lifting holes shall be sealed with mortar.

B. Concrete

1. Construct cast-in-place structures as indicated.
2. Install rowlock inverts between inlets and outlets of each structure.
3. Set tops of frames and covers flush with finished grades unless otherwise indicated.
4. Install fiberglass or polypropylene individual steps. Width shall allow a worker to place both feet on one step. Step shall be designed to prevent lateral slippage. Steps shall be cast or anchored into base, riser and top section sidewalls spaced at 12 to 16-inch intervals.

C. Brick

1. Construct brick structures on a reinforced concrete base no less than six (6) inches in thickness.
2. Joints between brick shall be filled completely and shall be smooth and free of surplus mortar on the inside of the structure. Brick structures shall be plastered with 3/4 inch of mortar over the entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course. For round structures, brick shall be laid radially with every sixth course a stretcher course.
3. Mortar shall be used within thirty (30) minutes after ingredients are mixed with water. The inside of the joint shall be wiped clean and finished smooth. The mortar head on the outside shall be protected from air and sun with a proper covering until satisfactorily cured.
4. Install rowlock invert between inlets and outlets of each structure.
5. Set tops of frames and covers flush with finished grades unless otherwise indicated.
6. Install fiberglass or polypropylene individual steps. Width shall allow a worker to place both feet on one step. Step shall be designed to prevent lateral slippage. Steps shall be cast or anchored into base, riser and top section sidewalls spaced at 12 to 16-inch intervals.

3.05 INLET AND OUTLET INSTALLATION

- A. Construct inlets to sizes and shapes indicated.
- B. Construct inlet headwalls and aprons as indicated.
- C. Install outlets that spill onto finished grade as indicated.

3.06 BACKFILLING

A. Backfilling Pipe in Trenches

1. Suitable material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6 inches in compacted depth.
2. Backfill shall be brought up evenly on both sides of pipe for the full length of pipe.
3. Fill shall be thoroughly compacted under the haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of

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filling and compacting shall continue until the fill has reached an elevation of at least 12 inches above the top of the pipe.

4. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical rammers or tampers in layers not exceeding six (6) inches.

B. Testing Trench Backfill

1. Testing backfill in trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

C. Backfilling Pipe in Fill Sections

1. Suitable fill material from excavation or borrow, at a moisture content that will facilitate compaction, shall be uniformly spread in layers longitudinally on both sides of the pipe, not exceeding 6 inches in compacted depth.
2. Fill shall be compacted by rolling parallel with pipe or by mechanical tamping or ramming.
3. Prior to commencing normal filling operations, the crown width of the fill at a height of twelve (12) inches above the top of the pipe shall extend a distance of not less than twice the outside pipe diameter on each side of the pipe or twelve (12) feet, whichever is less. After the backfill has reached at least twelve (12) inches above the top of the pipe, the remainder of the fill shall be placed and thoroughly compacted in layers not exceeding six (6) inches.

D. Testing Backfill in Fill Sections

1. Testing backfill in fill sections shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each five hundred (500) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.

- b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than five hundred (500) Sq.Ft. Additional tests may be required at locations determined by the City Representative.

E. Movement of Construction Machinery

When compacting by rolling or operating heavy equipment parallel with the pipe, displacement of or injury to the pipe shall be avoided. Movement of construction machinery over a culvert or storm drain at any stage of construction shall be at the Contractor's risk. Any damaged pipe shall be repaired or replaced at no additional cost to the Owner.

3.07 MINIMUM DENSITY

- A. Backfill over and around the pipe and backfill around and adjacent to drainage structures shall be compacted at the approved moisture content to the following applicable minimum density, which will be determined as specified below.
 1. Under paved roads, streets, parking areas, and similar-use pavements including adjacent shoulder areas, the density shall be not less than 98 percent of maximum density up to the elevation where requirements for pavement subgrade materials and compaction shall control.
 2. Under unpaved or turfed traffic areas, density shall not be less than 95 percent of maximum density.
 3. Under nontraffic areas, density shall be not less than that of the surrounding material.

3.08 TELEVISION INSPECTION

- A. During the progress of construction and upon completion of the same, the Contractor shall provide inspection, under the supervision of the City, by closed circuit television of all storm drainage pipes inclusive, for leakage, faulty joints or faulty pipe. The Contractor shall not remove temporary access roads, bridges and creek crossings until authorized by the City inspectors. Provide the city with a copy of the TV inspection Disc.

END OF SECTION 02630

SECTION 02740**ASPHALT PAVING****PART 1 – GENERAL****1.01 SCOPE OF WORK**

- A. This section covers furnishing all labor, equipments and materials required to complete all areas to receive paving and all other items indicated on the drawings, including layout, preparation of subgrade, graded aggregate base installation, tack coat and testing.
- B. Trenching excavations for mechanical, electrical and all other trades shall be backfilled and compacted as specified in Section 02310 Grading prior to graded aggregate base and asphalt paving installation.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division 2, Section 02310 GRADING.

1.03 REFERENCE STANDARDS

- A. City of Alpharetta Design Standards:
 - 1. STD. 901 Roadway Pavement Sections, Curb and Gutter Details
- B. State of Georgia Standard Specifications for the Construction of Transportation Systems, 2021 Edition.
- C. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Latest Edition.

1.04 SUBMITTALS

- A. Mix Design: Submit mix design for each asphalt mix specified on plans. Submit alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustment.
- B. Copies of delivery tickets during the progress of the work.

- C. Submit copies of Materials Testing Reports to City Representative.
- D. Submit (2) copies of performance and product data for asphalt devices specified on the plans or as required by the City Representative.
- E. Additional submittals as required by the City Representative.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall be a paving-mix manufacturer registered and approved by authorities having jurisdiction or the Georgia Department of Transportation (GDOT).
- B. Regulatory Requirements: Comply with City of Alpharetta Standards for asphalt paving work.

1.06 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II – PRODUCTS/MATERIALS

2.01 GRADED AGGREGATE BASE

- A. Graded aggregate shall comply with section “815-Graded Aggregate” of the State of Georgia Standard Specifications for the Construction of Transportation Systems, 2021 Edition.

2.02 ASPHALTIC CONCRETE MIXTURES

- A. Asphaltic concrete mixtures shall comply with section “828-Hot Mix Asphaltic Concrete Mixtures” of the State of Georgia Standard Specifications for the Construction of Transportation Systems, 2021 Edition.

2.03 ASPHALTIC CONCRETE AGGREGATES

- A. Asphaltic concrete aggregates shall comply with section “802-Aggregates for Asphaltic Concrete” of the State of Georgia Standard Specifications for the Construction of Transportation Systems, 2021 Edition.

2.04 TACK COAT

- A. Tack coat shall comply with section “413-Bituminous Tack Coat” of the State of Georgia Standard Specifications for the Construction of Transportation Systems, 2021.

PART III-EXECUTION

3.01 SUBGRADE PREPARATION

- A. Prior to installing graded aggregate base, the underlying subgrade shall be cleaned of all foreign materials and shall contain no frozen materials. The underlying subgrade shall meet specified compaction and surface tolerances outlined in section 02310 GRADING.
- B. The entire subgrade area shall be proof-rolled as specified in section 02310 GRADING. All defective areas that pump, shove or are found to be soft shall be removed and repaired under the direction and supervision of the Contractor’s selected testing agency and the City Representative.

3.02 GRADED AGGREGATE BASE COURSE

A. INSTALLATION

1. Testing reports for the subgrade requirements outlined in section 02310 GRADING shall be submitted to and approved by the City Representative prior to graded aggregate base installation.
2. Graded aggregate base shall be placed on prepared subgrade in layers of uniform thickness. When a compacted layer six (6) inches or less in thickness is required, the material shall be placed in a single layer. When a compacted layer in excess of six (6) inches is required, the material shall be placed in layers of equal thickness. No layer shall exceed six (6) inches or less than three (3) inches when compacted. Layers shall be placed so when compacted they will be true to the grades or levels required with the least possible surface disturbance. Where graded aggregate base is placed in more than one layer, the previous constructed layers shall be cleaned of loose and foreign material.
3. Each layer of graded aggregate base shall be compacted as specified with approved

compaction equipment. Water content shall be maintained during the compaction procedure to within plus or minus five (5) percent of the optimum moisture content determined from laboratory tests. In places not accessible to rollers, the graded aggregate base shall be compacted with hand-operated power tampers. Compaction shall continue until each layer has a degree of compaction that is at least one hundred (100) percent of the maximum dry density for the graded aggregate base as determined by the Modified Proctor Compaction Test (ASTM D 1557 Method D) through the full depth of the layer. Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked, as directed, to meet the requirements of this specification at no additional cost to the Owner.

4. If at any point it rains on graded aggregate base prior to asphalt placement, contractor selected testing agency shall re-test graded aggregate base. Any areas which fail to meet compaction requirements shall be undercut and replaced at no additional cost to the Owner.
5. Graded aggregate base after compaction shall be smooth and true to established profiles and sections and shall be of the average thickness as required by each paving section detail varying at no point more than $\frac{1}{4}$ of an inch from true section.
6. Graded aggregate base shall be installed a minimum of six (6) inches past the back of curb per the City of Alpharetta Standard Drawing 901.
7. Graded aggregate base shall be maintained in a satisfactory condition until the full pavement section is completed and accepted. Maintenance shall include immediate repairs to any defects and shall be repeated as often as necessary to keep the area intact. Any area of graded aggregate base that is damaged shall be reworked or replaced as necessary to comply with this specification at no additional cost to the Owner.

B. TESTING

1. Testing of graded aggregate base in place shall be performed by a laboratory approved by the Owner. All tests shall be paid for by the Contractor. Tests shall be made continuously as necessary during the placing and compacting of the graded aggregate base. Any areas that do not meet the compaction specifications shall be re-compacted to achieve compliance at no additional cost to the Owner.
2. Testing of graded aggregate base shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each six (6) inch compacted lift for each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.

- b. A minimum of one (1) test shall be made for each six (6) inch compacted lift of any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
3. Thickness of compacted graded aggregate base shall be measured every one thousand (1,000) Sq.Ft. of area or less. Additional tests may be required at locations determined by the City Representative.

3.03 BITUMINOUS PAVING

A. JOB CONDITIONS

1. Paving operations shall not begin until all underground work of other trades has been completed and all structures including manholes, valves, etc. have been raised as required in areas to be paved.
2. Testing reports for graded aggregate base requirements outlined above shall be submitted to and approved by the City Representative prior to paving.
3. Contractor shall verify all grades and elevations shown on the drawings before proceeding with paving operations. The City Representative shall have the right to make minor modifications by reasonable field adjustments.
4. Asphalt paving shall be done in dry weather when subgrade is sufficiently stable to be properly compacted.
 - a. Ground moisture shall not be sealed under paving.
 - b. All work shall be in accordance with applicable sections of the Reference Standards.

B. WEATHER LIMITATIONS

1. Asphaltic concrete may be placed in accordance with the following table:

LIFT THICKNESS	MINIMUM AIR TEMPERATURE
1 inch or less	55° F
1.1 to 2 inches	45° F
2.1 to 3 inches	35° F
3.1 to 4 inches	30° F
4.1 to 6 inches	Contractor's Discretion

2. Tack coat may be applied when air temperature is forty (40) degrees F or greater. Do not apply tack coat if the existing surface is wet or frozen.

C. ASPHALT DELIVERY TICKETS

1. Place only asphalt mix designs approved by the Owner. Asphalt delivery tickets shall have the following minimum information on the ticket:
 - a. Approved mix code.
 - b. Batch time and date.
 - c. Type of asphalt and amount.
 - d. Cumulative amount of asphalt delivered.
 - e. Project description/location.
2. If at any point it is determined by the City Representative that the asphalt delivered to the project site does not meet the minimum specifications outlined above, the City Representative can reject the load of asphalt. If rejected, the load of asphalt shall be promptly removed from the site at the Contractor's expense.

D. INSTALLATION

1. The paving contractor shall examine all areas to be paved. Any defects which may adversely affect proper installation of this work shall be reported to the City Representative in writing and shall have been corrected prior to paving operations. Beginning of work shall signify acceptance of surfaces by the paving contractor.
2. Immediately before placing asphalt materials, remove loose and deleterious materials from substrate surfaces. Remove loose granular particles from surface of graded aggregate base course.
3. Place hot-mix asphalt under the supervision of the contractor selected testing agency representative. The testing agency representative shall monitor thickness and temperature of asphalt installation. Temperature of asphalt shall be taken at a minimum of one (1) test per hour or as requested by the City Representative.
4. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

- a. Place hot-mix asphalt base/binder course in number of lifts and thicknesses indicated. Where multiple layers are required, install tack coat between lifts.
- b. Where indicated apply tack coat to surfaces of existing pavement at a rate of .05 to .15 gal./sq. yd. (.2 to .7 L/sq. m). Allow tack coat to cure undisturbed before applying hot-mix asphalt paving. Avoid smearing or staining of adjoining surfaces, appurtenances and surroundings. Remove spillages and clean affected surfaces.
- c. Place hot-mix asphalt surface course in a single lift.
- d. Spread hot-mix asphalt when temperature of asphalt delivered varies no more than +/- 20 Degrees F of the temperature on the approved asphalt mix design.
- e. Regulate paver machine speed to obtain a smooth continuous surface free of pulls and tears in asphalt paving mat.
- f. Place paving in consecutive strips not less than ten (10) feet wide unless infill edge strips of a lesser width are required. After first strip has been installed and rolled, place succeeding strips and extend rolling to overlap previous strips.
- g. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess materials forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

E. JOINTS

1. Joints between old and new pavements, between successive work days, or joints that have become cold (less than 175 degrees F) shall be made to ensure continuous bond between the old and new sections of the course.
2. All joints shall have the same texture and smoothness as other sections of the course. Contact surfaces of previously constructed pavements coated by dust, sand, or other objectionable material shall be cleaned by brushing or shall be cut back as directed.
3. When directed by the City Representative, the surface against which new material is placed shall be sprayed with a thin, uniform tack coat. Material shall be applied far enough in advance of placement of a fresh mixture to ensure adequate curing. Care shall be taken to prevent damage or contamination of the sprayed surface.
4. Transverse Joints: The roller shall pass over the unprotected end of a strip of freshly placed material only when placing is discontinued or delivery of the mixture is

interrupted to the extent that the material in place may become cold. In all cases, prior to continuing placement, the edge of previously placed pavement shall be cut back to expose an even vertical surface for full thickness of the course. In continuing placement of a strip, the mechanical spreader shall be positioned on the transverse joint so that sufficient hot mixture will be spread to obtain a joint after rolling that conforms to the required density and smoothness specified herein.

5. Longitudinal Joints: Edges of a previously placed strip shall be prepared such that the pavement in and immediately adjacent to the joint between this strip and the succeeding strip meets the requirements for grade, smoothness, and density specified.
6. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.

F. COMPACTION

1. Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or vibratory-plate compactors in areas inaccessible to rollers. Complete compaction before mix temperature cools to 185 degrees F.
2. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct installation and rolling operations to comply with requirements.
3. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - a. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
 - b. Average Density: 92 percent of referenced maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
4. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
5. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact

thoroughly.

6. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

G. INSTALLATION TOLERANCES

1. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - a. Base Course: Plus or minus $\frac{1}{2}$ inch
 - b. Surface Course: Plus $\frac{1}{4}$ inch, no minus
2. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straight edge applied transversely or longitudinally to paved areas:
 - a. Base course: $\frac{1}{4}$ inch
 - b. Surface course: $\frac{1}{8}$ inch
 - c. Crowned Surfaces: Test with crowned template centered and at right angles to the crown. Maximum allowable variance from template is $\frac{1}{4}$ inch.

H. TESTING

1. Testing of paved surfaces in place shall be performed by a laboratory approved by the Owner. All tests shall be paid for by the Contractor. Tests shall be made continuously as necessary during the placing and compacting of the asphalt paving.
2. In place density testing of asphalt paving shall be made at a minimum of every 100 linear feet of roadway in staggered locations and at all utility crossings. Additional tests may be required by the City Representative based on field conditions and observations. In place density of compacted pavement will be determined as follows:
 - a. Testing core samples according to ASTM D 1188 or ASTM D 2726. Core samples shall be taken through binder and base courses only. No coring shall be done through surface course.
 - b. Nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

3. Core samples to determine thickness are required through binder and base courses at a minimum of every 100 linear feet of roadway in staggered locations and at all utility crossings. Additional core samples may be required by the City Representative based on field conditions and observations. No coring shall be done through surface course.
 - a. Cores shall be four (4) inches in diameter. Contractor shall repair holes resulting from coring to match existing pavement elevations prior to placing surface course.
 - b. The average thickness of all specimens shall be at least the specified thickness of the specified course. In areas where there is a deficiency in the thickness of the course, the surface course shall be increased in thickness the amount of the average deficiency of all tests.
 - c. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate noncompliance with specified standards.
4. After completion of final rolling the compacted surface will be tested by the City Representative with a 12-foot straightedge. Measurements will be made perpendicular to and across all mats at distances along the mat not to exceed 25 feet. Location and deviation from straightedge of all measurements will be recorded. When more than 5 percent of all measurements along the mat within a lot exceed the specified tolerance, the unit price for that lot shall not exceed 95 percent of the bid price. Any joint or mat area surface deviation that exceeds the tolerances outlined in this section by more than 50 percent shall be corrected to meet the specification requirements. The Contractor shall remove the deficient area and replace with fresh paving mixture at no additional cost to the Owner. Sufficient material shall be removed to allow at least 1 inch of asphalt concrete to be placed. Skin patching for correcting low areas or planning for correcting high areas shall not be permitted.
5. The City Representative shall have the right to request samples and tests in any areas that appear to deviate from the specification requirements.

END OF SECTION 02740

SECTION 02775**CONCRETE SITEWORK****PART 1 – GENERAL****1.01 SCOPE OF WORK**

- A. This section covers furnishing all labor, equipments and materials required to construct all curb and gutter, concrete paving, sidewalks and all other items indicated on the drawings, including layout, preparation of subgrade, formwork, placing, finishing and testing.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division 2, Section 02310 Grading

1.03 REFERENCE STANDARDS

- A. City of Alpharetta Design Standards:
 - 1. STD. 901 Roadway Pavement Sections, Curb and Gutter Details
 - 2. STD. 902 Concrete Sidewalk Details, Curb Cut Ramp Details
 - 3. STD. 951 Commercial, Industrial Driveway Details
 - 4. STD. 952 Residential Driveway Details
- B. Where testing frequencies conflict between the specifications in this section and the requirements on the City of Alpharetta Standard Drawings, the frequencies outlined in this specification shall overrule.

1.04 SUBMITTALS

- A. Mix Design: Submit mix design for each concrete mix specified on plans. Submit alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustment.
 - 1. Indicate amounts of mixing water to be withheld for later addition at project site.

- B. Submit copies of Concrete Testing Reports to City Representative.
- C. Submit copies of concrete break results to City Representative.
- D. Submit (2) copies of performance and product data for concrete devices specified on the plans or as required by the City Representative.
- E. Additional submittals as required by the City Representative.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete sitework similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in-service performance.
- B. Testing Agency Qualifications: An independent testing agency, acceptable to the City, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing specified herein as documented according to ASTM E 548.
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- D. ACI Publications: Comply with ACI 301, "Specifications for Structural Concrete", unless modified by the requirements of the Contract Documents.
- E. Concrete Testing Services: Engage a qualified independent testing agency to perform material evaluation tests.
- F. All work shall be performed in accordance with applicable codes and ordinances and requirements of the local issuing authority.

1.06 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II – PRODUCTS/MATERIALS

2.01 CONCRETE MIXES

- A. Prepare mix designs proportioned to ACI 211.1 and ACI 301 for each type and strength of concrete determined by either laboratory trial mixes or field experience.
- B. Provide mix designs to provide concrete with the following properties:
 - 1. Minimum compressive strength (28 Days): 3,000 PSI unless noted otherwise on the drawings.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.49.
 - 3. Slump Limit: 3 inches plus or minus 1 inch.
 - 4. Air Content: 4.5 % plus or minus 1.5 %.

2.02 CEMENTITIOUS MATERIALS

- A. Use the following cementitious materials of the same type, brand and source throughout the project:
 - 1. Portland Cement: ASTM C 150, Type I supplemented with the following:
 - a. Fly Ash: ASTM C 618, Class C or F.
 - b. Ground, granulated blast furnace slag: ASTM C 989, Grade 100 or 120.
 - c. Silica Fume: ASTM C 1240, amorphous silica.
 - d. Normal weight aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregate from a single source.
 - 1. Maximum coarse aggregate size: 1 inch (25 mm) nominal.
 - 2. Fine aggregate: Free of materials with deleterious reactivity to alkali in cement.
 - e. Water: ASTM C 94/C 94M and potable.

2.03 ADMIXTURES

- A. Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute to water-soluble chloride ions exceeding those permitted in hardened concrete.
 - 1. Air-entraining admixture: ASTM C 260
 - 2. Water-reducing admixture: ASTM C 494/C 494M, Type A.
 - 3. Retarding admixture: ASTM C 494/C 494M, Type B.
 - 4. Water-reducing and retarding admixture: ASTM C 494/C 494M, Type D.
 - 5. Calcium Chloride: The use of calcium chloride or admixtures containing calcium chloride is permitted provided:
 - a. No more than 2% calcium chloride is added.
 - b. The calcium chloride is mixed at the concrete plant.
 - c. No calcium chloride is added to concrete used to pour any item containing reinforcing steel or wire mesh.

2.04 STEEL REINFORCEMENT

- A. Plain steel welded wire reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

2.05 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice", of greater compressive strength than concrete.

2.06 FORMS

- A. Forms shall be constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines and elevations and within tolerances specified.
- B. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during deposition and consolidating concrete.

2.07 FORM RELEASE AGENT

- A. Commercially formulated form-release agent that will not bond with, stain or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.08 EXPANSION JOINT MATERIAL

- A. ASTM D 1751, asphalt-saturated cellulosic fiber.

2.09 DETECTABLE WARNING SURFACE

- A. Raised truncated domes with a nominal diameter of 0.9 Inch, a nominal height of 0.2 Inch, a center to center spacing of 1.7 Inches and with a visually contrasting color selected by Owner.
 - 1. Utilized product must appear on Georgia Department of Transportation's QPL-87 Detectable Warning Surfaces. Color selected by Owner.
 - 2. Stamping of ADA warning strips into concrete will not be accepted.

PART III – EXECUTION**3.01 LAYOUT**

- A. Layout shall be accomplished by a State of Georgia licensed Land Surveyor or Construction Layout Professional.
- B. Establish and maintain stakes as required for drives, parking, walks, and other site improvements.

3.02 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 811 or 800-282-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.

- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

3.03 SITE PROTECTION

- A. Protect existing and placed concrete from damage. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.
- B. Maintain concrete free of stains, discoloration, dirt and other foreign material. Clean concrete no more than two (2) days before date of final inspection.
- C. The Contractor shall maintain carefully all benchmarks, monuments, property pins and other reference points. If disturbed or destroyed, replace as directed at no additional cost to the Owner. If found at variance with the drawings, notify the City Representative. Replacement of benchmarks, monuments, property pins and other reference points shall be accomplished by a State of Georgia licensed Land Surveyor.
- D. All existing curbs, sidewalks, buildings, utilities, and paving damaged in performance of this work shall be restored at no additional cost to the Owner.
- E. Any settlement or cracking that occurs to concrete areas prior to acceptance of the work shall be repaired and or replaced.

3.04 WEATHER LIMITATIONS

- A. Cold Weather Placement: Concrete placement shall not take place when air temperature reaches 40 degrees F and falling, or is already below that point. Placement may begin when air temperature reaches 35 degrees F and is rising or is already above 40 degrees F. Protect concrete from physical damage or reduced strength that could be caused by frost, freezing actions or low temperatures. Provisions shall be made to protect the concrete from freezing during the specified curing period. If necessary to place concrete when the air temperature, aggregates or water is below 35 degrees F, placement and protection shall be approved in writing by the City Representative. Approval shall be contingent upon the following provisions:
 - 1. The underlying material shall be prepared and protected so that it is entirely free of frost or frozen materials when concrete is placed.
 - 2. Mixing water and aggregates shall be heated as necessary to result in the temperature of the in-place concrete being between 50 and 80 degrees F.

3. Aggregates shall be free of ice, snow, and frozen lumps before entering the mixer.
 4. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing and at a temperature above freezing for the remainder of the curing period.
 5. Do not use calcium chloride, salt or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
 6. Cold weather concrete placement shall comply with ACI 306.1.
- B. Cold Weather Placement Time: When air temperature is below 85 degrees F contractor shall have 90 minutes from batch time printed on the delivery ticket to place concrete. If Contractor exceeds the 90 minute time limit the City Representative shall have the right to stop the concrete that is being placed. Any concrete left over due to the expired time limit shall be removed from the site at the Contractor's expense. If there is no batch time printed on the delivery ticket the City Representative shall have the right to reject the concrete prior to placement. Rejected concrete as a result of missing batch time on delivery ticket shall be removed from the site at the Contractor's expense.
- C. Hot Weather Placement: The temperature of concrete as placed shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled if necessary to maintain a satisfactory placing temperature. The placing temperature shall not exceed 90 degrees F at any time.
1. Chilled mixing water or chopped ice may be used to control temperature provided water equivalent of ice is calculated into the total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.
 2. Cover reinforcement steel with water-soaked burlap so reinforcement temperature will not exceed ambient air temperature immediately before placing concrete.
 3. Fog-spray forms, reinforcing steel and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots or dry areas.
 4. Hot weather concrete placement shall comply with ACI 305R.
- D. Hot Weather Placement Time: When air temperature is between 85 and 90 degrees F, the contractor shall have 75 minutes from batch time printed on the delivery ticket to place concrete. When air temperature is above 90 degrees F the Contractor shall have 60 minutes from batch time printed on the delivery ticket to place concrete. If Contractor exceeds the time limits specified herein, the City Representative shall have the right to stop the concrete that is being placed. Any concrete left over due to expired

time limits shall be removed from the site at the Contractor's expense. If there is no batch time printed on the delivery ticket the City Representative shall have the right to reject the concrete prior to placement. Rejected concrete as a result of missing batch time on delivery ticket shall be removed from the site at the Contractor's expense.

3.06 FIELD QUALITY CONTROL

- A. The Contractor shall engage a qualified testing and inspection agency to sample materials, perform field tests and inspections and prepare test reports during concrete placement according to requirements specified in this section.
- B. Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Slump: ASTM C 143, one test at point of placement for each composite sample for each type of concrete poured. Perform additional tests when concrete consistency appears to change.
 - 2. Air Content: ASTM C 231, pressure method, one test for each composite sample for each type of concrete poured.
 - 3. Concrete Temperature: ASTM C 1064, one test hourly when air temperature is 40 degrees F and below, when air temperature is 80 degrees F and above, and one test for each composite sample.
 - 4. Compression Test Specimens: ASTM C 31, one set of four (4) standard cylinders for each composite sample. Cylinders shall be molded and stored for laboratory-cured test specimens.
 - 5. Compressive Strength Tests: ASTM C 39, one specimen shall be tested at seven (7) days and two (2) specimens at twenty-eight (28) days; one specimen shall be retained in reserve for later testing if required.
 - a. Strength of each concrete mixture will be satisfactory if every average of any three (3) consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 PSI.
 - 6. Test results shall be reported in writing to Owner, Concrete Manufacturer and Contractor within 48 hours of testing. Reports of compressive strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspection agency, location of concrete batch in work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength and type of break for both 7 and 28 day tests.

7. In the event that concrete break results do not achieve specified strengths, nondestructive testing may be utilized by an independent testing agency. Impact hammer, sonoscope or other nondestructive device may be permitted by the Owner but will not be used as the sole basis for approval or rejection.
8. Additional Tests: The Contractor's selected testing agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met as directed by the City Representative.
9. Additional testing and inspecting at the Contractor's expense will be performed to determine compliance of replaced or additional work with specified requirements.
10. Correct deficiencies in the work where test reports and inspections indicate noncompliance with the contract documents.

C. CONCRETE DELIVERY TICKETS

1. Place only concrete mix designs approved by the Owner. Concrete delivery tickets shall have the following minimum information on the ticket:
 - a. Approved mix code.
 - b. Batch time and date.
 - c. Maximum allowable water that may be added at the job site.
 - d. Type of concrete and amount.
 - e. Amount of concrete ordered and delivered.
 - f. Project description/location.
2. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the minimum specifications outline above, the City Representative can reject the load of concrete. If rejected, the load of concrete shall be promptly removed from the site at the Contractor's expense.

3.07 CONCRETE CURB AND GUTTER

A. Subgrade Preparation.

1. Curb and gutter subgrade shall be constructed to specified grade and cross section.

2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of curb and gutter tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
2. Additional tests may be required as determined by the City Representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.

3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half ($\frac{1}{2}$) inch in thickness cut and shaped to the cross section of curb and gutter.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, driveway aprons, fixed objects, structures, pour breaks and where indicated or requested by the City Representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Expansion joints shall be installed at fifty (50) foot intervals.
- e. Extend expansion joints the full width and depth of joint.
- f. Place top of expansion material flush with finished concrete surface.
- h. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch at right angles to the line of curb and gutter. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.
- b. Contraction joints shall be installed in ten (10) foot intervals where indicated or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City Representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.
- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

2. Finishing

- a. Exposed surfaces shall be floated and finished with a smooth wood float until true to grade, section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of $\frac{1}{4}$ inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.08 CONCRETE PAVING

A. Subgrade Preparation.

1. Concrete Paving subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of concrete paving tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
2. Additional tests may be required as determined by the City representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half ($\frac{1}{2}$) inch in thickness cut and shaped to the cross section of existing concrete.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, fixed objects, structures, pour breaks, where indicated on the City of Alpharetta Standard Drawings or as requested by the City representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Extend expansion joints the full width and depth of joint.
- e. Place top of expansion material flush with finished concrete surface.
- f. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.

- b. Contraction joints shall be installed where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City Representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.
- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. Contractor shall pull wire mesh up while placing concrete to ensure wire mesh is installed at the required elevations per plans.
- f. Produce concrete paving to required cross section, lines, grades, finish, and jointing as specified.

2. Finishing

- a. After screeding, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.
- b. Finished surfaces shall not vary more than ¼ inch from the testing edge of a 10-

foot straightedge. Permissible deficiency in section thickness will be up to ¼ inch.

3.09 CONCRETE SIDEWALK

A. Subgrade Preparation

1. Concrete Sidewalk subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of concrete sidewalk tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
2. Additional tests may be required as determined by the City Representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3. Form sidewalk to ensure there is no more than 2.08 % or ¼ inch per foot cross slope from front to back of sidewalk per City of Alpharetta Standard Drawings.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half (½) inch in thickness cut and shaped to the cross section of existing concrete.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, driveway aprons, fixed objects, structures, pour breaks, where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Expansion joints shall be installed at fifty (50) foot intervals.
- e. Extend expansion joints the full width and depth of joint.
- f. Place top of expansion material flush with finished concrete surface.

- g. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.
- b. Contraction joints shall be installed where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.
- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. Contractor shall pull wire mesh up while placing concrete to ensure wire mesh is installed at the required elevations per plans.
- f. Produce concrete sidewalk to required cross section, lines, grades, finish, and jointing as specified.
- g. Where reinforcing bars are indicated, Contractor shall consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

2. Finishing

- a. After screeding, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.10 ADA REQUIREMENTS

- A. Sidewalk: Contractor shall construct sidewalks per City of Alpharetta Standard Drawings. Cross slope shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) for the full width of sidewalk.
- B. Driveway Aprons: Contractor shall construct driveway aprons per City of Alpharetta Standard Drawings. Cross slope of driveway aprons where sidewalk passes through shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) for the full width of sidewalk.
- C. Handicap Ramps: Contractor shall construct handicap ramps per the City of Alpharetta Standard Drawings. Landing slopes shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) in any direction. Ramp longitudinal slope shall not exceed 1 inch per foot (8.33%) at any point. Ramp cross slope shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) at any point.
- D. If existing grades do not permit ADA compliance the City Representative shall determine the required slopes to be met.

END OF SECTION 02775

SECTION 02900
LANDSCAPING
(Revised 09/29/2022)

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 – General Requirements, and the Construction Drawings are collectively applicable to this section.
- B. Extent of landscape work is indicated on Drawings and in Schedules. Where specifications and plans contradict, the more stringent requirements shall apply. Where written and drawn quantities contradict, the drawn quantities shall apply.
- C. Provide all labor, material and equipment required or inferred from Drawings and Specifications to complete the Work of this Section.

1.02 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. Standardized Plant Names, 1988 edition, by the American Joint Committee on Horticultural Nomenclature.
 - 2. American Standard for Nursery Stock, ANSI Z-60.1, 2014 edition, by American Horticulture Industry Association.
- B. Source Quality Control:
 - 1. General: The only plant material accepted will be grown in an established nursery within industry standard horticultural practice. The stock will be free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions or disfigurement.
 - 2. Inspection of Plant Material prior to Digging:
 - a. Contractor will secure all plant material to be supplied for the Project and inform the City Representative in writing of supplier location(s) within ten (10) days of the Contract being awarded.
 - b. City Representative reserves the right to approve 100% of plant materials for the Project provided by the Contractor's sources.

- c. Should the plant material be determined unacceptable, the Contractor will pursue other sources until acceptable plant material is obtained, at no additional cost to the City of Alpharetta.
- d. Approval at the plant source or by other means of communication such as email does not affect the City's right to reject material at the time of delivery or before, during or after installation.
- e. Contractor will inform the City Representative 72 hours prior to delivery of plant material to arrange for an inspection. The City Representative reserves the right to be present during delivery and to inspect the plant material prior to installation. The City Representative may reject plant materials at this time. Approval of delivered material does not affect the City's right to reject material before, during or after installation.

3. Shipping:

- a. Landscape materials will be shipped with certificates of inspection as required by governing authorities. Inspection by Federal and/or State Governments at the site does not preclude rejection of plant material by the City Representative. Plants must be properly prepared for shipment to avoid damage.
- b. Plant material may be rejected if not properly shipped. Water plant material during shipment as needed to avoid damage.
- c. Do not ship plant material when temperatures are below 20 degrees Fahrenheit.

C. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by a recognized laboratory.

D. Do Not Make Substitutions: If specified landscape material is not available, submit to the City Representative proof of non-availability from reliable nursery sources (AmericanHort members) and proposal for use of equivalent material. Proof of non-availability must be submitted if the plant in question is not available in the Eastern United States.

1.03 SUBMITTALS

A. Material Approvals: All materials requiring approval by the City Representative must be submitted so that approval is obtained **prior to beginning of Work**.

Standard landscape materials that require samples to be submitted for approval include, but are not limited to:

1. Hardwood Mulch
2. Organic Compost Product (with certified analysis)
3. Off-site Fill/Backfill Dirt (with soil test report)
4. Root Barrier (at discretion of the City, product cut-sheet may be accepted in lieu of sample)

B. Soil Test Reports: When soil test reports are required, obtain reports from a City approved laboratory such as UGA Cooperative Extension Office. Reports shall not be older than 30 days at time of submittal to City. Cost of soil test reports shall be borne by the Contractor.

Reports shall be based on the specified “crop” and include the following data:

1. Existing and Recommended pH levels.
2. Existing phosphorous, potassium, calcium, magnesium, zinc, and manganese content.
3. Recommended nutrient (fertilizer, lime, etc.) applications.

C. Certified Analysis: Organic Compost Products (OCP) must provide Certified Analysis that includes all the Soil Test Report content outlined above. Additionally, it must include Organic Matter (OM) content. The analysis may be obtained from the OCP manufacturer or an independent lab. Certified Analysis shall not be older than 90 days at time of submittal to City.

D. Planting Schedule: At least one week prior to beginning work, Contractor must submit a planting schedule with dates outlining the different components/stages of the project from start to finish.

E. Certifications: Prior to beginning work, submit certificates of inspection (if required by governmental authorities), certified analysis for soil amendments and fertilizer materials, and any other data needed to establish that materials comply with specified requirements.

F. Approval and Selection of Materials and Work: The selection of all Materials and the execution of all Work required under the Drawings and Specifications are subject to the approval of the City Representative. The City Representative has the right to reject any and all materials and all Work which, in their opinion, does not meet the requirements of the Contract Documents at any stage of the work operations. The Contractor shall remove rejected work and or materials from Project site and replace promptly.

1.04 DELIVERY, STAGING, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers displaying weight, analysis, and name of manufacturer. Protect materials from damage during delivery and while stored on site.
- B. Sod: Sod should be delivered and installed within 24 hours of cutting and shall be protected from drying and breaking until installation is complete. **Sod shall not be allowed to be staged at the work site for more than 6 hours prior to installation.**
- C. Trees, Shrubs and Groundcover: Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not damage bark or branches in handling. Cover and protect during shipment.
- D. Delivery and Staging: Deliver trees and other plant material AFTER planting preparations have been completed and install IMMEDIATELY. Any delay of planting exceeding 6 hours requires proper staging and storage including: Daily watering as needed to keep roots moist, protection from severe weather, wildlife, and other physical damage. Stage all trees, shrubs, and other plants in a shaded area.
- E. Labels: Label at least one tree and one shrub of each variety with a securely attached waterproof tag designating its botanical and common name. Do not remove labels on plant materials until Final Acceptance by Owner.

1.05 JOB CONDITIONS

- A. Insurance on plant material and other stored or installed materials is the responsibility of the Contractor. The Contractor is liable for any losses due to theft, fire or vandalism incurred prior to date of Substantial Completion of the work. Owner shall in no way be held responsible for any loss of plant material and other stored or installed materials due to fire, theft, or vandalism.
- B. Proceed with and complete all landscape work as soon as portions of the site become available.
- C. Existing Utilities: Locate all underground utilities. Avoid possible damage to utilities. All damages to utilities resulting from this contract work will be repaired at the Contractor's expense. Contractor must notify the City Representative of any conflicts between proposed plant material and underground/overhead utilities.
- D. Excavations: When conditions detrimental to plant growth are encountered, such as debris, poor drainage, or other subsurface deterrents, immediately notify City Representative in writing.

- E. Planting Schedule: Prepare a proposed planting schedule per Section 1.03. Coordinate the schedule as needed with the general Contractor and/or any other concerned subcontractors. Plant trees after final grades are established and prior to planting of sod, unless otherwise stated. If planting of trees and other large plant material occurs after sodding work, protect sodded areas and promptly repair damage to sodded areas resulting from planting operations.

1.06 WARRANTY

- A. Warranty: Following the date of Substantial Completion, the Contractor shall warrant all materials against any defects or death as follows:
1. **All shrubs, groundcovers and other plants, turf, irrigation, lighting, etc. shall be warrantied for a one-year period.**
 2. **All trees shall be warrantied for a two-year period.**

Defects and death shall be determined by the City Representative. Damage by others or severe acts of nature beyond the Contractor's control are excepted.

- B. Removal and Replacement: Remove and replace all dead, defective, or undesirable plant material as soon as noticed or directed by the City Representative, during the warranty period. Make replacements as soon as possible during the next acceptable planting season (Spring or Fall) as directed by the City Representative. All replacements will be at the expense of the Contractor.
- C. Replacement Material: Replacements must match the original specifications, including size, species, variety, part number, etc. Replacements are subject to all requirements stated in the Contract Documents. **All replacements will carry the original specified warranty for that item, beginning upon the replacement planting date.** For example, a tree planted in January that dies during its first summer and is then replaced on November 1st shall result in the start of a new two-year warranty on the November 1st replacement date.

1.07 TRAFFIC CONTROL

- A. **The Contractor shall be fully responsible for traffic control on the project.**
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.
- C. The Contractor shall submit a traffic control plan to the City Representative for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing, etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.

D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2 – PRODUCTS

2.01 ORGANIC COMPOST PRODUCTS (OCP)

Planting soils shall be amended with an Organic Compost Product, such as *Sugar Hill Soil Conditioner* by Cowart Mulch, as outlined in Section 3.02 of this document. The proposed OCP must include Certified Analysis and must be pre-approved by the City Representative prior to beginning work.

2.02 FERTILIZER AND OTHER SOIL NUTRIENTS

Contractor must provide nutrient applications (fertilizer, lime, etc.) as recommended by the Soil Test Report for each planting location. Products must be applied at the rate specified per Soil Test Report and according to manufacturer's instructions. All fertilizers must be slow-release products, unless otherwise specified. Proposed fertilizer/nutrient products must be pre-approved by the City Representative prior to application.

2.03 PLANT MATERIALS

A. General:

1. Provide plants true to species and variety, complying with recommendations of ANSI Z60.1-2014 "American Standard for Nursery Stock".
2. Specific requirements concerning plant material are shown on the Drawings and Plant List (or Plant Schedule).

B. Quality and Size:

1. Furnish nursery grown plants that are well branched, fully foliated when in leaf, and with healthy well developed root systems. Shrubs must have self-supporting stems. All plants must be disease free and without insect infestation (all life stages).
2. Provide vigorous plants with full and symmetrical form, unless otherwise called for.

3. Provide trees and shrubs of sizes specified. Trees and shrubs of larger size may be used if acceptable to the City Representative. If larger sizes are approved, root balls must be increased proportionately per ANSI Z260.1-2014 standards. The increased size will not result in additional cost to the Owner.
4. Within specified size ranges, not less than 50% of the plants must be of the larger size specified. For example, an 8'-10' height specification requires that not less than 50% of the plants are 10' height.
5. Balled and Burlapped Plants: Plants designated "B&B" are to have firm root balls of natural soil and corresponding to the minimum sizes specified in ANSI Z60.1-2014 "American Standard for Nursery Stock". Root balls shall be firmly wrapped in biodegradable burlap and securely tied with biodegradable heavy twine, rope and/or wire baskets. Plants with loose, broken, or manufactured root balls will be rejected. During transportation and other movement, **Root balls shall be lifted from the bottom only. Plants/trees shall not be lifted by stems or trunks.**
6. Container grown plants in plastic containers will be acceptable in lieu of balled and burlapped plants, provided they are of specified size and quality. The container must be removed with care exercised to prevent injury to the plant and roots prior to planting.

C. Trees:

1. Provide trees of size and caliper specified and with branching configuration recommended by ANSI Z60.1-2014 for type and species. Provide single stem trees except where other forms are specified. Provide minimum clear trunk height as specified.
2. Caliper shall be measured 6" above ground for trees up to and including 4" caliper. Trees over 4" caliper shall be measured 12" above ground. **Specified height and spread dimensions refer to the main body of the plant, not a dimension between individual branch tips.** Take measurements with branches in natural position.
3. Unless otherwise directed, do not limb-up tree canopies before planting. Otherwise, prune as directed by the City Representative.

D. Groundcovers:

Provide established and well-rooted groundcover plants, in removable containers or integral peat pots, having not less than the minimum number and length of runners for the pot size specified per ANSI Z60.1-2014.

E. Grass:

1. When grassing/sodding areas adjacent to residential or commercial lawns, grassing/sodding shall match the species and cultivar of grass growing on the adjacent lawn.
2. Grass Seed: Provide fresh, clean, new crop-seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed as specified.
3. **Sod: Unless otherwise specified, all sod shall be GCIA certified TifTuf™ Bermuda grass.** Provide strongly rooted sod, not less than two years old and free of weeds and undesirable native grasses. Only provide sod capable of growth and development at time of planting. Provide machine cut sod with a uniform minimum soil thickness of 5/8 inch, not including the thickness of top growth and thatch. Sod pieces to be consistent in size and shape.

2.04 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Burlap for wrapping earthball shall be biodegradable jute mesh not less than 7.2oz per square yard. Wrapping materials made from man-made fibers are prohibited.
- B. Stakes: Unless otherwise stated, stakes shall be 2"x2" wide and pressure treated.
- C. Anchors: #4 rebars or comparable size steel stakes, 36" in length.
- D. Filter Cloth: Rot resistant polypropylene filter fabric, water permeable and unaffected by freeze-thaw.
- E. Drainage Gravel: Clean crushed stone no larger than 1" diameter.
- F. Water: Water sourcing and transportation is the sole responsibility of the Contractor.
- G. Mulch:
 1. Unless otherwise indicated on the plans, mulch shall be pine straw. Pine straw shall be clean, fresh, dark brown, and free of branches, cones, foreign matter, insects, and disease. Mulch installation shall adhere to specifications as set forth within this document or on plan details.
 2. When plans specify hardwood mulch, Contractor shall submit a sample to the City Representative for approval prior to work. Hardwood mulch shall be clean,

fresh, and free of branches, leaves, pine needles, manufactured wood products, foreign matter, insects, and disease. Mulch installation shall adhere to specifications as set forth within this document or on plan details.

- H. Anti-Desiccant: If used, anti-desiccant must be an emulsion-type film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver for use in manufacturer's original containers/packaging and apply in accordance with manufacturer's instructions.

PART 3 - EXECUTION

3.01 PREPARATION

A. General:

1. Contractor shall examine conditions under which planting is to be installed, review applicable survey drawings, and confirm location of underground utilities before digging.
2. Planting operations are to be performed according to specific dates indicated on plans.

If specific dates are not indicated on plans, planting shall be performed as follows:

Trees: November 1 to February 28

Shrubs, Groundcovers, and Other Plants: April 1 to April 30

No installation of plant material shall take place during official City Holidays or from December 24 through January 1. The Contractor guarantees the plant material as specified. Plant only during suitable weather conditions and seasons.

3. Lay out tree and shrub locations and areas for mass plantings. Flag tree locations, outline areas and secure City Representative's acceptance before start of excavation for planting work. Adjust layouts as requested by the City Representative.
4. Notify City Representative of adverse sub-surface drainage or soil conditions. State conditions and submit a proposal for correction, including costs if necessary. Obtain approval for method of correction prior to continuing Work in the affected area. If alternate locations are selected, the Contractor shall prepare such areas at no additional expense to the Owner unless otherwise agreed to between both parties prior to proceeding.

B. Excavation for Trees and Large Shrubs:

1. Excavate planting pits according to drawings and written specifications.
2. Loosen hardpan until broken and water can drain freely.
3. For balled and burlapped (B&B) trees and shrubs, make excavations at least 3x the width of the root ball diameter for the top 1/3 of the planting pit. For the remaining depth of the pit, excavate 2x the width of the root ball diameter. Planting pit shall be dug to a depth so that the top of the root ball is 1'- 2" above the surrounding grade. **City Representative must approve sample tree pit prior to tree planting.**
4. For container grown stock, excavate as specified for B&B stock, substituting container width for root ball width.

C. Drainage Testing:

For all tree and large shrub pits: Fill each pit ¼ full of water. If percolation is less than 100% within the following 12 hours, drill a ten-inch diameter auger hole to a depth of 4' (four feet) below the bottom of the pit. Fill auger hole with drainage gravel and cover with filter cloth. Perform new drainage test. If drainage is still unsatisfactory, Contractor must notify City Representative in writing of the locations with unsatisfactory drainage so that a solution can be arrived at before planting.

3.02 PLANTING SOIL PREPARATION

The top 12" of soil in areas to be planted with trees, shrubs, groundcovers, and other plants shall be a soil mix of:

75% Existing Native Soil

25% Organic Compost Product (OCP)

Planting areas shall be prepared as follows:

Soil Preparation within Medians and Beauty Strips

On new construction, medians and beauty strips (greenspace between curb and sidewalk) shall typically be pre-graded in preparation of landscape work so that the existing soil surface is 6" below the top of curb/sidewalk. The Landscape Contractor shall prepare a planting soil mix there as follows:

- A. Prior to work, Landscape Contractor shall first confirm grades are 6" below the top of curb/sidewalk.
- B. Rid existing soil surface of all foreign material $\geq$ the size of a golf ball. This includes rocks, stones, roots, sticks, clay clods, trash, etc. Other extraneous materials harmful or toxic to plant growth, such as asphalt and concrete, must be removed in their entirety before planting soil preparation.

- C. Spread 3" layer of approved OCP over the prepped existing native soil within the entire planting area. Till the OCP into the top 9" of underlying native soil. Hand-grade the tilled soil mix so that the surface of it is 3" below the top of curb/sidewalk. Allow for settling. The remaining 3" between the top of the soil mix and the top of curb/sidewalk shall be mulched after plant installation. **NOTE: Additional planting soil mix may be necessary to grade planting areas per planting details. For example, crowned planting areas within medians.**

Soil Preparation for Planting Beds Constructed On Existing Grade

In locations where planting beds are to be constructed on existing ground (grade), the Landscape Contractor shall prepare a planting soil mix as follows:

- A. Lay out planting beds on the ground as shown on the plans. **Bed layout to first be approved by City Representative prior to proceeding with the following steps.**
- B. Remove any existing turf, weeds, or other vegetation within entire planting bed area.
- C. Outline bed area with a trench edge.
- D. Rid existing soil surface of all foreign material $\geq$ the size of a golf ball. This includes rocks, stones, roots, sticks, clay clods, trash, etc. Other extraneous materials harmful or toxic to plant growth, such as asphalt and concrete, must be removed in their entirety before planting soil preparation.
- E. Spread 3" layer of approved OCP over the prepped existing native soil within the entire bed area. Till the OCP into the top 9" of underlying native soil. Allow for settling. **NOTE: Additional planting soil mix may be necessary to grade planting areas per planting details. For example, a planting bed area for which details call for a 6" crown.**
- F. Fine grade planting areas to ensure positive drainage after settlement has occurred. Slope surface of shrub beds to drain toward the trench edge.

Soil Preparation in Planting Pits for Trees and Large Shrubs

For tree and large shrub installation in individual planting pits outside of larger planting areas such as medians or planting beds, the Landscape Contractor shall prepare a planting soil mix for backfill as follows:

- A. Excavate planting pits according to plan details and written specifications.
- B. Amend excavated native soil with OCP so that resulting soil mixture is comprised of 25% OCP and 75% native soil. OCP must be thoroughly mixed into native soil.

- C. Backfill soil mixture into planting pit according to plan details and written specifications. Allow for settling.

Soil Preparation using Off-Site Soil Source

In areas where the existing native soil volume is insufficient to create the required amount of planting soil mix, off-site soil can be utilized. **However, the Contractor must first obtain pre-approval for the off-site soil from the City Representative.** Upon approval from the City Representative, the Landscape Contractor shall prepare a planting soil mix as follows:

- A. Amend off-site soil with OCP so that resulting soil mixture is comprised of 25% OCP and 75% off-site soil. For example, to prepare 10 cubic yards of planting soil, mix 2.5 cubic yards of OCP + 7.5 cubic yards of off-site soil. OCP must be thoroughly mixed into off-site soil.
- B. Backfill prepared soil mixture into planting areas as needed and according to plan details and written specifications. Allow for settling.

NOTE: Upon completion of preparation/installation of planting soil mix, Contractor must obtain Soil Test Reports for all locations where planting soil mix has been prepared and installed. Soil Test Reports must comply with Section 1.03 B of this document. Once reports are obtained, the Contractor shall apply nutrients (fertilizer, lime, etc.) to the corresponding planting areas as recommended by the Soil Test Reports. Nutrients shall be applied 3-7 days prior to plant installation, unless otherwise directed by the product label.

3.03 PREPARATION OF SEASONAL COLOR BEDS

- A. Lay out seasonal color beds on the ground as shown on the plans. **Bed layout to first be approved by City Representative prior to proceeding with the following steps.**
- B. Excavate top 4" of existing soil. Break through any existing hardpan and remove all stone, roots, debris, etc. Remove excavated soil.
- C. Till excavated bed area to a depth of 6".
- D. Outline bed area with a trench edge.
- E. Backfill seasonal color bed with a soil mix best suited for seasonal color plants. **Soil mix must be pre-approved by the City.** Crown seasonal color bed for proper drainage towards edges. High point of bed should be constructed a minimum of 6" above surrounding grade. Add drainage pipe if necessary to ensure proper drainage.

3.04 PREPARATION OF LAWN/TURF AREAS

- A. **Obtain Soil Test Reports from existing soil within the lawn/turf areas. Reports shall be referred to as outlined in Section D below.**
- B. Remove existing grass/sod or other vegetation within proposed lawn/turf area. Dispose of such material off site.
- C. Till/loosen the surface of new lawn/turf areas to a minimum depth of 6". Rid soil surface of all foreign material $\geq$ the size of a golf ball. This includes rocks, stones, roots, sticks, clay clods, trash, etc. Other extraneous materials harmful or toxic to plant growth, such as asphalt and concrete, must be removed in their entirety.
- D. Prior to start of lawn/turf installation, apply ground limestone at the rate recommended by the Soil Test Report(s) and work into top 6" of soil.
- E. Prior to start of lawn/turf installation, apply fertilizer at the rate recommended by Soil Test Report(s) and work into top 2" of soil. The fertilizer application shall not precede the placement of sod by more than three days.
- F. Grade lawn/turf areas to a smooth even surface with loose fine-textured soil. Roll and rake areas as required to meet finish grades. **Limit fine grading to areas which can be planted immediately afterwards.**
- G. Prior to start of lawn/turf installation, repair any surface areas that have become eroded or otherwise disturbed after fine grading.

3.05 PLANTING TREES AND LARGE SHRUBS ($\geq$ 15 gallon or 6' height)

- A. For individual planting pits that are located outside of planting beds, prepare soil around each tree/large shrub location **prior to excavation** as follows:
 - 1. Till all soil within a 5' radius of the proposed center of the tree/large shrub to a minimum depth of 9".
 - 2. If lawn/turf is present, remove prior to tilling.
 - 3. Do not till in areas where it will result in damage to existing ornamental vegetation identified to remain.
- B. Excavate planting pit per plan details and written specifications (including Section 3.01 B of this document). Set balled and burlapped (B&B) stock on a layer of compacted planting soil mixture, plumb and in center of pit, with top of root ball 2"-3" above the finish grade. **Loosen and remove top 12" of burlap from root ball. Cut and remove at least the top two rings from wire baskets before backfilling. Cut and remove any visible encircling roots.**

- C. Backfill planting pits with soil amended per Section 3.02 of this document. Lightly compact the backfill around the root ball to eliminate voids and air pockets. When planting pit is backfilled 2/3 full, water thoroughly before placing remainder of backfill.
- D. Install container grown stock exactly as specified above for balled and burlapped stock. Remove containers without damaging root balls. Cut and remove any visible encircling roots.
- E. As needed, apply anti-desiccant if deciduous trees or shrubs are shipped and transplanted in full leaf. Spray with anti-desiccant at nursery before transporting and again after planting as per manufacturer's recommendations.
- F. Construct tree saucers as instructed per plan details and written specifications.
- G. Immediately after planting work has been completed, mulch all planting areas to a minimum depth of 3". **For individual trees, mulch ring must be a minimum radius of 5' (10' diameter). Do not mulch within 5" of trunk/base of trees.** Finish mulch ring edges according to plan details and written specifications.
- H. **All trees and specimen shrubs must be sufficiently watered at time of planting. Sufficient watering is determined by soil conditions, site conditions, weather, and season. Soil moisture must be verified using a soil moisture probe. Initial watering must include a City approved Moisture Manager product, applied per manufacturer's specifications. Water thereafter as required by Section 3.09 D of this document.**
- I. After one week and/or upon full settlement of soil, set trees/large shrubs plumb as needed.
- J. Inspect trees/large shrubs for problems such as injury, disease, insect infestation, etc. Inform City Representative of any found issues.

3.06 STAKING, GUYING, AND PRUNING OF TREES AND LARGE SHRUBS (≥ 15 gallon or 6' height)

- A. Stake and guy trees/large shrubs immediately after planting per plan details and written specifications. Set plumb if needed after staking/guying. Maintain stakes and guys until time of removal.

B. Contractor must remove all stakes and guys exactly one year after date of Substantial Completion.

- C. Prune as needed to remove broken or dead branches from trees/large shrubs. Also, prune to remove cross branching that may result in injury to crossed limbs. Do not prune central leaders and other main stems unless directed by the City Representative.

3.07 PLANTING SHRUBS, GROUNDCOVER, AND OTHER PLANTS

- A. Prepare planting beds according to plan details and written specifications, including Section 3.02 of this document.
- B. Remove plants from containers without damaging root balls and set in planting holes per plan specifications.
- C. Backfill planting holes with planting soil mix. Lightly compact the backfill around the root ball to eliminate voids and air pockets.
- D. Immediately after planting work has been completed, mulch all planting areas/beds to a minimum depth of 3". Keep mulch off plant bodies and foliage. Finish mulched area edges according to details and written specifications.
- E. **All plants must be sufficiently watered at time of planting. Sufficient watering is determined by soil conditions, site conditions, weather, and season. Soil moisture must be verified using a soil moisture probe. Initial watering must include a City approved Moisture Manager product, applied per manufacturer's specifications. Water thereafter as required by Section 3.09 D of this document.**

3.08 INSTALLING SOD

- A. When sodding areas adjacent to residential or commercial lawns, grassing/sodding shall match the species and cultivar of grass growing on the adjacent lawn unless otherwise specified.
- B. Water soil in area to be sodded PRIOR to installing sod. Soil must be moist but not saturated when laying sod.
- C. Lay sod within 24 hours from time of cutting by grower. Sod shall not be allowed to be staged at the work site for more than 6 hours prior to installation.
- D. Do not install dormant sod.
- E. Do not install sod on frozen ground.

- F. Lay sod to form a solid mass with tightly fitted joints. Do not overlap. Stagger strips. Work from plywood to avoid damage to subgrade or sod. Tamp or roll lightly with water filled roller to ensure contact with subgrade. Work sifted soil into gaps between pieces of sod; remove excess soil to avoid smothering.
- G. Anchor sod with 6" sod staples on slopes where specified or if slippage and/or erosion is anticipated. Lay sod perpendicular to slope direction with staggered joints.
- F. **Water all sod immediately following installation, applying a minimum of 1" of water. The following day, water to apply a City approved Moisture Manager product per manufacturer's specifications. Water thereafter according to plans and written specifications.**

3.09 MAINTENANCE AND WATERING

- A. Begin maintenance immediately after planting. Maintain trees, shrubs, and other plants as necessary to keep healthy and thriving until date of Substantial Completion. Maintain trees, shrubs, and other plants by all accepted horticulture practices such as: watering, pruning, cultivating, spraying for insects and disease. Other maintenance items may include, but not be limited to, touch-up mulching, restoring planting saucers, tightening/repairing stakes and guys, pruning dead and broken limbs, straightening/plumbing trees/plants, adjusting planting depth of trees/plants. **Contractor must remove all stakes and guys exactly one year after date of Substantial Completion of the project.**
- B. Maintain lawn/turf areas until date of Substantial Completion. Maintain lawn/turf areas as needed by watering, weeding, mowing, repairing eroded areas, and re-seeding or re-sodding as necessary to establish thriving and uniform lawn/turf areas.
- C. **All trees and other plants must be sufficiently watered at time of planting and then daily throughout the landscape installation project until project completion. Initial watering must include a City approved Moisture Manager product, applied per manufacturer's specifications. Sufficient watering is determined by soil conditions, site conditions, weather, and season. SOIL MOISTURE MUST BE VERIFIED USING A SOIL MOISTURE PROBE.**

Upon completion of all planting, Contractor is responsible for watering of all trees and plants during year-one as follows:

Trees, Shrubs, Groundcovers, and Other Plants

- Daily during first 2 weeks (10 waterings)
- Twice weekly during next 6 months (26 wks / 52 waterings)
- Weekly until established* (24 wks / 24 waterings)

Total for Year-One = Up to 86 Total Waterings

Trees must be watered via slow-release watering bag product such as *Treegator*. Bags must be installed according to manufacturer's specifications. For example, a double bag setup is often required for trees ≥ 4 " caliper.

Contractor must provide a watering schedule prior to tree/plant installation. If conditions do not require trees/plants to be watered, the Contractor must submit a written explanation to Owner's Representative stating the reason for bypassing watering. Explanations for skipping scheduled watering must be submitted prior to or on the same day watering is bypassed.

Contractor shall submit a weekly watering report to the City. Reports are due each Tuesday for the previous week and shall include the following:

1. Date of each watering visit.
2. Summary of moisture level readings recorded during each watering visit.
3. Percent of project watered.

Contractor shall bill for watering each month based on total watering visits. Invoices for watering are due on the 3rd of each month for the previous month. Invoices must include quantity of watering visits performed for the month.

Failure to meet the above watering requirements without prior written approval by the Owner's Representative may result in reduced payment, bond claims, or potential contract termination.

REGARDING TREES: Upon completion of year-one watering, Contractor must remove all watering bags and replace them with TreeDiaper hydration product "TD48R", unless otherwise specified. TreeDiapers must be installed according to the manufacturer's instructions and covered with mulch to match existing mulch ring or planting bed. **All existing tree saucers must be removed at this time. Soil from tree saucers shall not be placed over roots of trees.**

Contractor will be responsible for TreeDiaper removal exactly one-year after the date of installation.

3.10 CLEAN-UP AND PROTECTION

- A. Keep all work areas including roadways, sidewalks, staging locations, etc. in a safe and orderly condition.
- B. Upon completion of work, remove all debris, materials, and equipment. Any damage inflicted upon the work area or surrounding areas must be repaired to the condition of the site prior to the damage occurrence. For example, damaged sod areas may require grading and re-sodding. Damaged sidewalk panels may require removal and replacement to specifications matching the existing sidewalk.

- C. As necessary, protect installed landscape from damage due to operations by other workers and subcontractors. Maintain protection during installation and maintenance periods. For example, put barricade in place to separate newly installed planting bed from adjacent grading activity for sod installation. Damage to landscape from other workers and subcontractors will be repaired/replaced at no expense to the City.
- D. Theft: Contractor is responsible for theft of any plant material (staged, installed, or otherwise) at the Project Site until date of Substantial Completion.

3.11 INSPECTION AND ACCEPTANCE

- A. Periodic site inspections will be made from time to time by the City Representative to review the quality and progress of the work. Unacceptable work must be corrected within five (5) calendar days.
- B. Upon completion of work, the Contractor shall notify the City Representative at least ten (10) days prior to requested date of Substantial Completion for inspection of all portions of the work. Based upon inspection, the City Representative will issue a punch list for work to be corrected. All work in the punch list must be completed within five (5) working days from receipt of punch list. Where inspected work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected and receipt of Certificate of Substantial Completion by the City Representative.
- C. Certificate of Substantial Completion will be issued for acceptable work. Substantial Completion will not be issued for items with outstanding punch list requirements.
- D. Warranty commences on the date of issuance of the Certificate of Substantial Completion. All new plant material and maintenance is the responsibility of the Contractor. Replacements and repair during the warranty shall be at the expense of the Contractor.
- E. Final Acceptance: One year after the date of Substantial Completion, the Owner will inspect shrubs and groundcovers and associated work for Final Acceptance of those items. Two years after the Date of Substantial Completion the Owner will inspect trees and associated work for Final Acceptance of those items. Upon satisfactory completion of repairs and/or replacements, warranty obligations will have been met.

END OF SECTION 02900

SECTION 02950**SITE CLEAN UP AND FINISH****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. This section covers the clean up of the site prior to final inspections. The contractor is to provide all labor and equipment required to complete section.

1.02 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 – General Requirements, and the Construction Drawings are collectively applicable to this section.

1.03 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II- EXECUTION**2.01 CLEAN UP**

- A. The Contractor shall dispose of any and all trash and debris off site.
- B. All debris, construction materials, stumps, roots, boulders or any other extraneous material deposited during construction shall be removed from the site.
- C. Contractor shall remove office trailer, all storage buildings, stockpile of materials and equipment from site.

2.02 FINAL INSPECTIONS

- A. Contractor shall remove all tree save fence only with the approval of the City of Alpharetta's arborist or City Representative.
- B. Contractor shall remove all erosion control devices only with the approval of the City of Alpharetta's storm water engineer or City Representative.
- C. Contractor shall have the entire site clean, swept and washed down prior to final inspections.
- D. Provide the City Representative with at least 48 hours notice of final inspections.

END OF SECTION 02950

SECTION 99999**MISCELLANEOUS CONSTRUCTION**

Line Item No. 501 is intended for Miscellaneous Construction which may or may not be required on the project as directed/requested by the Engineer. Use of this item will be only as specifically authorized by the City of Alpharetta.

Every effort will be made to negotiate an acceptable price with the Contractor for miscellaneous construction. If the City of Alpharetta is unable to negotiate an agreeable price with the Contractor, Alpharetta reserves the right to negotiate both price and warranties with specialty contractors for this purpose. The Contractor will then be required to include the work authorized, utilizing the authorized specialty subcontractor. A maximum allowance of 5% may be included for overhead purposes of the prime contractor above the negotiated specialty contractor agreement.

For payment purposes, negotiated prices will be converted to a percentage of the Miscellaneous Construction Allocation line item. Payment for this item will be only for amounts authorized by the Engineer. Final Payment may or may not equal 100% of the Lump Sum Price included in the Contract.

END OF SECTION 99999

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 23-006

ITB Title: Mid Broadwell Park Site Improvements

ITB Addendum Posting Date: March 15, 2023



ADDENDUM # 1

TO ALL BIDDERS:

1. The information included in this addendum is made part of the ITB noted above and part of any contract that may be awarded as a result of response to this ITB.
2. The purpose of this addendum is to supply additional information or documents; revised information or documents; or respond to Bidders' questions.
3. If a conflict between any previously provided information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Bidders must acknowledge receipt of this addendum when submitting bid.
5. Remainder of this page intentionally blank. See addendum information beginning on the next page.

The invitation to bid documents are hereby modified in the following respects:

Questions received from Bidders and City's responses:

Question 1. Where can we get a set of the project drawings and documents?

- a. The link to the project webpage as well as all information and documents available for this project, ITB 23-006, is <https://cityofalpharetta.bonfirehub.com/>

Question 2. When is the starting date of this project?

- a. The City intends to issue the contractor Notice to Proceed with the project within one week's time of the execution of the contract. At this time, it is anticipated that this would be no earlier than June 1, 2023.

Question 3. What is the budget for this project?

- a. The budget information is available at our transparency site. All budgetary documents and information publicly available at <https://www.alpharetta.ga.us/government/publications/annual-operating-capital-budget-narrative>

Question 4. Do this project have any certain goals requirements?

- a. No.

Question 5. Will the contractors be required to pay for the testing contractors?

- a. Yes. Refer to Item 3G under "WHAT THE CITY WANTS TO DO" in the file named "ITB_23-006_Specifications-Instructions".

Question 6. What working hours on the project?

- a. Refer to Item 3E under "WHAT THE CITY WANTS TO DO" in the file named "ITB_23-006_Specifications-Instructions".

Question 7. What is pay requirements on the project?

- a. Refer to Item 6 "Invoicing, Payment Processing" on page 10 of the file named "ITB_23-006_Information_and_Contract-Gen_Conditions".

Question 8. What will the project's contract duration be?

- a. Refer to Specifications-Instructions document, page 2 of 6, Project Specific Requirements, B.

Question 9. Can you confirm the height of the wall, please

- a. Refer to the main plan set, sheet CG-201 for the top and bottom of the wall elevations.

END ADDENDUM



23-006 - MID BROADWELL PARK SITE IMPROVEMENTS

Project Overview

Project Details	
Reference ID	23-006
Project Name	MID BROADWELL PARK SITE IMPROVEMENTS
Project Owner	Debora Westbrook
Project Type	ITB
Department	Public Works
Budget	\$0.00 - \$0.00
Project Description	The City of Alpharetta (City) is requesting bids from qualified contractors for the construction of the MID BROADWELL PARK SITE IMPROVEMENTS project, including, but not limited to, installation of gravel parking lot and driveway, site grading, installation of storm drainage, installation of concrete sidewalk, installation of sanitary sewer, and related work. The location of work is 1480 Mid Broadwell Road, within the City of Alpharetta.
Open Date	Feb 23, 2023 8:00 AM EST
Close Date	Mar 23, 2023 10:00 AM EDT

Highest Scoring Supplier	Score
Tri Scapes, Inc.	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
ITB 23-006 Cost Proposal	Mar 23, 2023 10:06 AM EDT	Debora Westbrook



Submissions

Supplier	Date Submitted	Confirmation Code
Sol Construction LLC	Mar 23, 2023 9:08 AM EDT	MjgyMDcz
C&S CONSTRUCTION AND CONSULTING, INC	Mar 23, 2023 9:02 AM EDT	MjgyMDcw
Tri Scapes, Inc.	Mar 23, 2023 7:09 AM EDT	MjgyMDQ2

Preliminary Bid Tabulation

Active Submissions

	Total	B - Cost - Bid Pricing
Supplier	/ 100 pts	
Tri Scapes, Inc.	100 pts	100 pts (\$410,845.83)
Sol Construction LLC	83.34 pts	83.34 pts (\$492,976.00)
C&S CONSTRUCTION AND CONSULTING, INC	52.79 pts	52.79 pts (\$778,259.00)



A. Company Information

A. Cover Letter w/Brief Business Profile

March 23, 2023

Debora Westbrook, Procurement Agent
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Tri Scares, Inc. was founded to service the Georgia market in 1993 as an all-inclusive commercial contracting company who has successfully managed over \$220 million in commercial construction projects. Tri Scares started and continues to maintain an office in Alpharetta, Georgia. We have been named in the 'Book of Lists' for Atlanta Business Chronicles Top 20 Commercial Landscape Companies every year since 2008. We were named Small Business of the Year through the Forsyth County Chamber of Commerce in 2011. We specialize in streetscape renovations, sidewalk improvements, sports field installation, multi-use trail systems, parks, maintenance, and utility services, and have provided these services for numerous municipalities, companies, and school systems throughout the state of Georgia. As a licensed General Contractor, Tri Scares is capable of providing these services and managing any project with the professionalism that clients demand and expect.

Tri Scares accomplishments can be attributed to our belief that successful business leaders build relationships first. Rebecca Martin is 51% owner of TSI and is a native of Forsyth County with over 30 years of industry experience. The company was built from the ground up 29 years ago, and it has made a substantial contribution in helping customers keep Georgia beautiful.

Our in-house staff takes care of the daily needs of our crews, customers and projects. Our crew members are top notch, hardworking individuals who take pride in their work. Our management team consists of over 400 years of combined industry experience.

TSI's hardscape installation service covers everything from the curb to the building. Our skilled professionals work together to ensure client satisfaction with projects that include concrete sidewalks and curbs, storm sewer upgrades, brick, granite, and stone pavers, detail walls, fountains, gazebos, pedestrian pathways/multi-use trails and parks, asphalt paving, site furnishings, and pedestrian bridges. We have worked with some of Georgia's most prestigious hardscape projects including Lawrenceville Lawn and Mercedes Benz USA Headquarters.

B. Business Profile

- Name of Bidder: Tri Scapes, Inc.
- Main Office Address: 220 Curie Drive, Alpharetta, Georgia 30005
- Mailing Address: 1595 Peachtree Parkway, Suite 204-396, Cumming, Georgia 30041
- Phone: 770-752-4698 | Fax: 770-752-6792
- Contact for Contract Negotiations: Quinn Martin, Sr. VP|CEO
- Project Manager: Ryan Hogan, Vice President
- Corporation organized in the State of Georgia
- When organized: October 26, 1993
- General Contractor License # GCCO003381
- Georgia DOT Qualified Contractor up to \$60,000,000.00
- Women's Business Enterprise (WBE)
- Annual Revenue: \$30,000,000.00
- Bonding Capacity: Aggregate \$30,000,000.00; Single Project \$15,000,000.00
- Certified Drug Free Workplace
- General character of work:
 - Landscape/Hardscape Installation
 - Irrigation Installation
 - Irrigation Pump Systems
 - Sports Field Installation
 - Streetscape Renovation/Enhancements
 - Storm Water System Improvements
 - Sidewalk/Pedestrian Improvements
 - Multi-Use Trails and Parks
 - Bio-Retention Cells
 - Large Scale Bulk Grinding
 - Cistern Construction
 - Green Roof Installation
- Line of Credit available: \$900,000.00

C. Contact

Ryan Hogan, Vice President Construction Division

Mailing address: 1595 Peachtree Parkway, Suite 204-396, Cumming, GA 30041

Office: 770-752-4698 | Cell: 770-990-4045

ryan@triscapes.com

Ryan has extensive experience in both the horticulture and construction fields. He graduated from the University of Auburn in 1996 with a B.S. in Landscape Horticulture. Over his career he has experience working as a foreman, project superintendent, estimator and a project manager. Ryan joined the Tri Scapes team in 2008, since then he has experience managing maintenance, landscape construction, and Hardscape construction. To date Ryan has managed \$21 million in landscape installation /construction projects for construction division of Tri Scapes. He currently serves as the Vice President of construction, estimating new projects, directing work with field staff, meeting customer's onsite to discuss issues and concerns, manage payroll, materials ordering, and equipment movement with staff drivers. Ryan holds a Georgia General Contractors License and is a Certified Irrigation Contractor. He is also a Licensed Landscape Contractor in the state of North Carolina and is a Licensed Irrigation Contractor there as well.

B. References

Project Name: **Flowery Branch Farmers Market Streetscapes & Pocket Park**
Location: 5505 Railroad Ave., Flowery Branch, GA 30542
Owner Contact: Tonya Parrish, City Manager
City of Flowery Branch | 5410 Pine St., Flowery Branch, GA 30542
Phone: 770-967-6371 | Email: tonya@flowerybranchga.org
Contract Amount: \$4,149,554.00
Start Date: June 2021
Anticipated Completion Date: April 2024
Scope of Work: Demolition, grading, asphalt paving, installation of concrete sidewalks, concrete steps & ramps, curb & gutter, storm drainage improvements including an underground detention system, pavilion, fountain, bollards, bike racks, picnic tables, trash receptacles, benches, seat walls, underground tree grates, sidewalk and vehicular pavers with concrete bands, pedestrian lighting, and landscaping.

Project Manager: Ryan Hogan
Superintendent: Johnny Brister

Project Name: **George Pierce Park Improvements**
Location: 55 Buford Highway NE, Suwanee, Georgia 30024
Owner Contact: Glenn Boorman, Deputy Division Director
Gwinnett County Parks & Recreation
75 Langley Drive, Lawrenceville, Georgia 30046
Phone: 770-822-8864 | Email: Glenn.Boorman@gwinnettcounty.com
Contract Amount: \$2,554,084.00
Completion: April 2022
Scope of Work: Installation of new restroom building, HVAC, plumbing, electric, construction of new plaza adjacent to existing pavilion, improvements to existing pavilion, installation of new playground equipment including surfacing, site furnishings, concrete trails including retaining walls, site walls, fencing, boardwalks, pedestrian bridge, storm drainage, sanitary sewer, concrete sidewalks, concrete stairs, asphalt paved parking lot, striping, signage, kiosks, and landscaping.

Project Manager: Ryan Hogan
Superintendent: Johnny Brister

Project Name: **Goldmine Park**
Location: 440 Level Creek Rd., Sugar Hill, GA 30518
Owner Contact: Troy Besseche, Project Engineer | City Manager
City of Sugar Hill
5039 West Broad St., Sugar Hill, GA 30518
Phone: 770-945-6716 | Email: tbesseche@cityofsugarhill.com
Contract Amount: \$934,401.00
Start Date: August 2021
Anticipated Completion: November 2022
Scope of Work: Clearing and grading that included removal of unsuitable soils, and replacement and compaction of suitable soils, trench and mass rock excavation and removal, erosion control, installation of storm drain pipe, asphalt and concrete paving, striping and signage, gates, bike racks, bollards, landscaping, and construction of new restroom building.

Project Manager: Ryan Hogan
Superintendent: Joe Wilson

Project Name: **Graves Park Amenities**
Location: 1540 Graves Road, Norcross, Georgia 30093
Owner Contact: Amy Musser, Planner III Parks & Recreation Project Administration
Gwinnett County Government Department of Community Services
352 Hosea Road, Lawrenceville, Georgia 30046
Phone: 678-277-0254 | Email: Amy.Musser@gwinnettcounty.com
Contract Amount: \$2,082,360.72
Completion Date: June 2020
Scope of Work: Renovation of existing park to include a new Splash Pad, new 573 SF Splash Pad Equipment Building, realignment of approximately 453 LF of 12' wide asphalt trail, construction of new earth surface soccer field, installation of approximately 3,510 LF of 6' wide natural surface trail with small bridges and boardwalks, installation of trees, shrubs, sod and bioretention system. Project also included addition of sanitary sewer service to the existing park restrooms and renovation of the landscape irrigation system.

Project Manager: Ryan Hogan
Superintendent: Johnny Brister

COST PROPOSAL
MID BROADWELL PARK SITE IMPROVEMENTS
BID #23-006

Bidder Name:

Tri Scapes, Inc.

LINE ITEM #	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Extension
Site Items					
001	Demolition	1	LS	\$ 16,001.75	\$ 16,001.75
002	Grading Complete	1	LS	\$ 113,415.00	\$ 113,415.00
003	Concrete Sidewalk	2,200	SF	\$ 6.98	\$ 15,356.00
004	Concrete Driveway Apron including Graded Aggregate Base, Handicap Ramps, and Handrail Reconstruction	1	LS	\$ 15,327.00	\$ 15,327.00
005	Concrete Handicap Parking Space including Graded Aggregate Base and Striping	1	LS	\$ 6,519.55	\$ 6,519.55
006	Graded Aggregate Base Drive and Parking, 6" Thick, including Geotextile Fabric	4,700	SF	\$ 1.83	\$ 8,601.00
007	Concrete Wheel Stops	9	EA	\$ 288.00	\$ 2,592.00
008	Stop Sign with Post	1	EA	\$ 720.00	\$ 720.00
009	Handicap Parking Signage with Post	1	EA	\$ 288.00	\$ 288.00
010	Playground Stone Base including Geotextile Fabric	4,500	SF	\$ 2.01	\$ 9,045.00
011	Playground Retaining Wall	1	LS	\$ 34,700.90	\$ 34,700.90
012	Lexan Call Box with Post	1	EA	\$ 18,825.00	\$ 18,825.00
Drainage Items					
101	Storm Drain Pipe, 10" HDPE	120	LF	\$ 43.41	\$ 5,209.20
102	Flared End Section, Galvanized Steel	1	EA	\$ 600.00	\$ 600.00
103	Nyloplast Yard Inlet with Domed Grate	3	EA	\$ 7,021.31	\$ 21,063.93
104	Playground Yard Inlet	1	EA	\$ 3,000.00	\$ 3,000.00
105	10" EZ-Flow Bundle with 4" Pipe by NDS	120	LF	\$ 29.81	\$ 3,577.20
106	Bioretention Cell including Stone, Bioentention Soil Mix, Filter Fabric, and Hardwood Mulch	1	LS	\$ 6,697.55	\$ 6,697.55
Utility Items					
201	Sanitary Sewer Line, 6" SDR-35 PVC	360	LF	\$ 19.69	\$ 7,088.40
202	Sanitary Sewer Manhole	3	EA	\$ 3,637.50	\$ 10,912.50
203	Sanitary Sewer Clean-out	1	EA	\$ 1,968.75	\$ 1,968.75
Erosion Control Items					
301	Construction Exit including Installation, Maintenance, and Removal	1	EA	\$ 2,400.00	\$ 2,400.00
301	Tree Protection Fencing, City of Alpharetta Type 'B', including Installation, Maintenance, and Removal	1,600	LF	\$ 10.54	\$ 16,864.00
301	Temporary Silt Fence, Type C (Sd1-S) including Installation, Maintenance, and Removal	800	LF	\$ 7.62	\$ 6,096.00

LINE ITEM #	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Extension
301	Compost Filter Sock (Sd1-NS/FS) including Installation, Maintenance, and Removal	925	LF	\$ 20.64	\$ 19,092.00
301	Inlet Sediment Trap, Sd2-F, including Installation, Maintenance, and Removal	3	EA	\$ 426.00	\$ 1,278.00
301	Stone Rip Rap including Filter Fabric	30	SF	\$ 23.44	\$ 703.20
306	Dust Control (Du), Disturbed Area Stabilization - Mulch (Ds1), & Disturbed Area Stabilization - Temporary Seeding (Ds2)	1	LS	\$ 4,560.00	\$ 4,560.00
Landscape Items					
401	Carex Pensylvanica / Pennsylvania Sedge, 1 Gallon	110	EA	\$ 9.19	\$ 1,010.90
402	Sod (Cynodon Dactylon / Bermuda Grass 'Tif Tuf')	18,900	SF	\$ 1.02	\$ 19,278.00
Miscellaneous Items					
501	Miscellaneous Construction	1	LS	\$ 30,000.00	\$ 30,000.00
501	Bonds, Mobilization, and Insurance	1	LS	\$ 8,055.00	\$ 8,055.00
Total					\$ 410,845.83



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

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

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

123689

Federal Work Authorization User Identification Number

Tri Scapes, Inc.

Name of Contractor

06/02/2008

Date of Authorization

Mid Broadwell Park Site Improvements

Name of Project

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

Executed date 03/23/2023 in Cumming (city), GA (state).

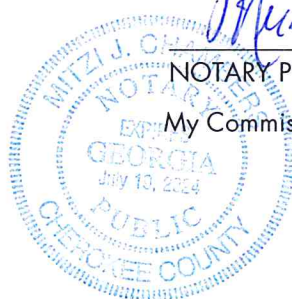
Rebecca Martin
Signature of Authorized Officer or Agent

Rebecca Martin, President|CFO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 23 DAY OF March, 2023.00

My Commission Expires:
NOTARY PUBLIC



07/19/2024



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: ITB 23-006, Mid Broadwell Park Site Improvements

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:	No known relationship exists ☒	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			

Contribution Amount/Value (if any)		Contribution Date and Description	
------------------------------------	--	-----------------------------------	--

List other Relationship if not contribution	
---	--

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

Tri Scapes, Inc.

Company Name

Signature of Authorized Officer or Agent

03/23/2023

Date

Rebecca Martin, President|CFO

Printed Name & Title of Authorized Officer or Agent

1595 Peachtree Pkwy, Ste 204-396, Cumming, GA 30041

Company Address

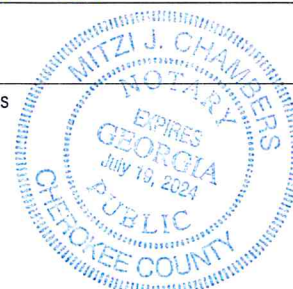
Subscribed and sworn before me on this the

23 day of March, 2023

Notary Public

07/19/2024

My Commission Expires





BID BOND

(Five Percent (5%) of Bid)

Bid Bond # N/A

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Tri Scapes, Inc, as CONTRACTOR, and

Hartford Fire Insurance Company, as SURETY, a corporation duly organized
under the laws of the State of CT, are hereby held and firmly bound unto

CITY OF ALPHARETTA, GEORGIA

2 PARK PLAZA

ALPHARETTA, GA 30009 as CITY and hereafter called OBLIGEE, in the penal sum of

Five percent of Bid Amount Dollars (\$), or 5% Percent
(%) of the bid amount, whichever is less, for the payment of which sum well and truly to be made,
the said CONTRACTOR and the said SURETY, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors, and assigns.

Signed this 23rd day of March, 2023.

The condition of the above obligation is such that whereas the CONTRACTOR has submitted to the OBLIGEE a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of **MID BROADWLL PARK SITE IMPROVEMENTS** including, but not limited to, installation of gravel parking lot and driveway, site grading, installation of storm drainage, installation of concrete sidewalk, installation of sanitary sewer, and related work. The location of work is 1480 Mid Broadwell Road, within the City of Alpharetta.

NOW, THEREFORE, if the OBLIGEE shall accept the bid of the CONTRACTOR and the CONTRACTOR shall enter into a Contract with the OBLIGEE in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the CONTRACTOR to enter such Contract and give such bond or bonds, if the CONTRACTOR shall pay to the OBLIGEE the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the OBLIGEE may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND

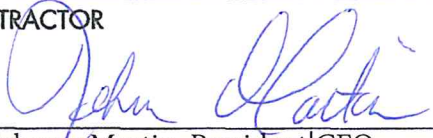
Page 2 of 2

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OBLIGEE may accept such bids, and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the CONTRACTOR and the SURETY corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Tri Scapes, Inc

CONTRACTOR

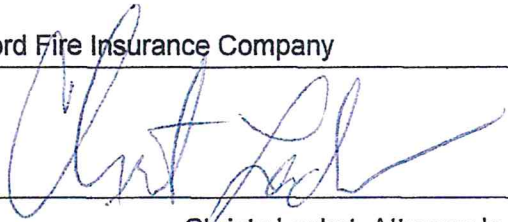
By: 

Rebecca Martin, President/CFO



Hartford Fire Insurance Company

SURETY

By: 

Georgia Representative Christy Lacket, Attorney In Fact

(SEAL)

Surety Contact Information:

Address: One Hartford Plaza, Hartford, Connecticut 06155

Phone: 678-302-5123

Fax: 770-858-7545

Email: christy.lackey@pninsurance.com

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: POINTENORTH INSURANCE GROUP LLC

Agency Code: 20-262197

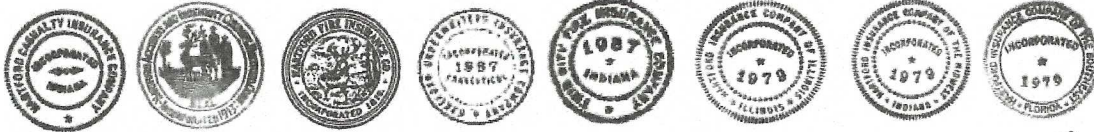
- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Marilyn Brown, Keith H. Dillon, Christy Lackey, John Langsfeld, Fred R. Mitchell, William H. Skeeles, Rita L. Smith, Carolyn F. Smith of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

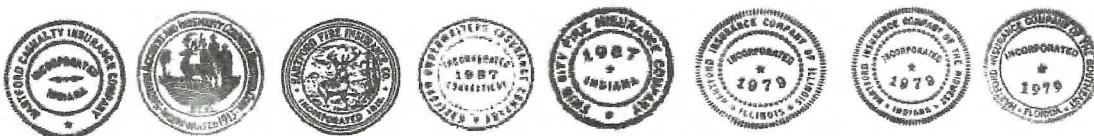


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 03/23/2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TRI SCAPES, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 1595 PEACHTREE PARKWAY, SUITE 204-396	Requester's name and address (optional)
	6 City, state, and ZIP code CUMMING, GA 30041	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	8	-	2	0	7	7	6	1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 03/23/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CONTRACT AGREEMENT
MID BROADWELL PARK SITE IMPROVEMENTS
(INVITATION TO BID NO. 23-006)**

THIS AGREEMENT made by, and between, **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **TRI SCAPES, INC.**, a Georgia corporation with its principal office located at 1595 Peachtree Parkway, Suite 204-396, Cumming, GA 30041 (the "Contractor").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows:

MID BROADWELL PARK SITE IMPROVEMENTS including, furnishing of all materials, labor, and equipment for the complete construction including, but not limited to, installation of a gravel parking lot and driveway, site grading, installation of storm drainage, installation of concrete sidewalk, installation of sanitary sewer, and related work.

For CONTRACTOR'S performance and completion of the Project (as defined in the General Conditions), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit A attached for a total sum not to exceed **THREE HUNDRED NINETY-TWO THOUSAND, TWENTY DOLLARS and 83/100 DOLLARS (\$392,020.83)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 23-006, CONTRACTOR'S Bid, the General Conditions, including the Standard Specifications as modified by the Supplemental Specifications, the Special Provisions, including any technical specifications for the Project, the Plans and Specifications, including all explanatory matter thereof, and the other Contract Documents as enumerated in Section 101.16 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in the General Conditions, and to make payments on account thereof as provided in Section 109 of the General Conditions.

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract which breach remains uncured after seven (7) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies, not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by

the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

CONTRACTOR shall maintain the types and amounts of insurance set forth in the ITB and the General Conditions, and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph or this Contract shall be deemed to constitute a waiver of the CITY's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, or the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision, continuously pursue the Work without interruption to achieve final completion of the work **one hundred twenty (120) calendar days from Notice to Proceed**.

[signatures begin next page]

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

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Jeff Strickland, City Attorney

TRI SCAPES, INC.

By: _____
Rebecca Martin, President / CFO

Attest:

By: _____
Quinn Martin, Secretary

Date: _____

EXHIBIT "A"

City of Alpharetta

RFP 22-123, Alpha Loop Extension

Cost Proposal

COST PROPOSAL
MID BROADWELL PARK SITE IMPROVEMENTS
BID #23-006

Bidder Name:

Tri Scapes, Inc.

LINE ITEM #	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Extension
Site Items					
001	Demolition	1	LS	\$ 16,001.75	\$ 16,001.75
002	Grading Complete	1	LS	\$ 113,415.00	\$ 113,415.00
003	Concrete Sidewalk	2,200	SF	\$ 6.98	\$ 15,356.00
004	Concrete Driveway Apron including Graded Aggregate Base, Handicap Ramps, and Handrail Reconstruction	1	LS	\$ 15,327.00	\$ 15,327.00
005	Concrete Handicap Parking Space including Graded Aggregate Base and Striping	1	LS	\$ 6,519.55	\$ 6,519.55
006	Graded Aggregate Base Drive and Parking, 6" Thick, including Geotextile Fabric	4,700	SF	\$ 1.83	\$ 8,601.00
007	Concrete Wheel Stops	9	EA	\$ 288.00	\$ 2,592.00
008	Stop Sign with Post	1	EA	\$ 720.00	\$ 720.00
009	Handicap Parking Signage with Post	1	EA	\$ 288.00	\$ 288.00
010	Playground Stone Base including Geotextile Fabric	4,500	SF	\$ 2.01	\$ 9,045.00
011	Playground Retaining Wall	1	LS	\$ 34,700.90	\$ 34,700.90
012	Lexan Call Box with Post	4	EA	\$ 18,825.00	\$ 18,825.00
Drainage Items					
101	Storm Drain Pipe, 10" HDPE	120	LF	\$ 43.41	\$ 5,209.20
102	Flared End Section, Galvanized Steel	1	EA	\$ 600.00	\$ 600.00
103	Nyloplast Yard Inlet with Domed Grate	3	EA	\$ 7,021.31	\$ 21,063.93
104	Playground Yard Inlet	1	EA	\$ 3,000.00	\$ 3,000.00
105	10" EZ-Flow Bundle with 4" Pipe by NDS	120	LF	\$ 29.81	\$ 3,577.20
106	Bioretention Cell including Stone, Bioretention Soil Mix, Filter Fabric, and Hardwood Mulch	1	LS	\$ 6,697.55	\$ 6,697.55
Utility Items					
201	Sanitary Sewer Line, 6" SDR-35 PVC	360	LF	\$ 19.69	\$ 7,088.40
202	Sanitary Sewer Manhole	3	EA	\$ 3,637.50	\$ 10,912.50
203	Sanitary Sewer Clean-out	1	EA	\$ 1,968.75	\$ 1,968.75
Erosion Control Items					
301	Construction Exit including Installation, Maintenance, and Removal	1	EA	\$ 2,400.00	\$ 2,400.00
301	Tree Protection Fencing, City of Alpharetta Type 'B', including Installation, Maintenance, and Removal	1,600	LF	\$ 10.54	\$ 16,864.00
301	Temporary Silt Fence, Type C (Sd1-S) including Installation, Maintenance, and Removal	800	LF	\$ 7.62	\$ 6,096.00

1 of 2

City of Alpharetta

RFP 22-123, Alpha Loop Extension

Cost Proposal

LINE ITEM #	ITEM DESCRIPTION	Quantity	Unit	Unit Price	Extension
301	Compost Filter Sock (Sd1-NS/FS) including Installation, Maintenance, and Removal	925	LF	\$ 20.64	\$ 19,092.00
301	Inlet Sediment Trap, Sd2-F, including Installation, Maintenance, and Removal	3	EA	\$ 426.00	\$ 1,278.00
301	Stone Rip Rap including Filter Fabric	30	SF	\$ 23.44	\$ 703.20
306	Dust Control (Du), Disturbed Area Stabilization - Mulch (Ds1), & Disturbed Area Stabilization - Temporary Seeding (Ds2)	1	LS	\$ 4,560.00	\$ 4,560.00
Landscape Items					
401	Carex Pensylvanica / Pennsylvania Sedge, 1 Gallon	110	EA	\$ 9.19	\$ 1,010.90
402	Sod (Cynodon Dactylon / Bermuda Grass 'Tif Tuf')	18,900	SF	\$ 1.02	\$ 19,278.00
Miscellaneous Items					
501	Miscellaneous Construction	1	LS	\$ 30,000.00	\$ 30,000.00
501	Bonds, Mobilization, and Insurance	1	LS	\$ 8,055.00	\$ 8,055.00
Total					\$ 410,845.83
<i>Revised Total Confirmed with Tri Scapes and Staff. Removal of Line Item # 012. \$ 392,020.83</i>					



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: May 15, 2023

AGENDA ITEM:

Fiscal Year 2024 Budget: Operating Initiatives

Presentation and discussion of the proposed operating initiatives for the Fiscal Year 2024 Budget, if needed.

STAFF RECOMMENDATION:

The purpose of this workshop is to provide an opportunity for dialogue and feedback from the City Council regarding the operating initiatives for fiscal year 2024.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The purpose of this workshop is to provide an opportunity for dialogue and feedback from the City Council regarding the operating initiatives for fiscal year 2024. The recommendations are the result of a collaborative process involving our departmental leadership that included multiple budget work sessions. Department Directors are present to discuss their recommendations and to allow for a question/answer dialogue.

The Fiscal Year 2024 Budget was distributed electronically to the City Council on May 8, 2023, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2024 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2024 budget line-item detail).

Public Hearings and City Council action on the FY 2024 Budget and Millage Levy are scheduled for May 22nd (6:30pm) and June 19th (one meeting at 11:30am and a final meeting at 6:30pm).

ALTERNATIVES:

ATTACHMENTS:

1. FY 2024 Operating Initiatives (5-8-2023)

OPERATING INITIATIVE REQUESTS

Operating Initiative Requests

Executive Summary

General Fund	Revenue	Expense	Net Cost	Capital Component
Funding Available for Operating Initiatives:			\$ 3,021,500	
Recommended Initiatives:				
<u>Citywide</u>				
Wage Survey Adjustments	\$ -	\$ 1,725,000	\$ 1,725,000	\$ -
Retiree Health Benefit Enhancements	-	175,000	175,000	-
<u>City Administration</u>				
Communications Services (professional firm)	-	30,000	30,000	-
Grant Management Services (professional firm)	-	50,000	50,000	-
Grant Management Software	-	70,000	70,000	-
Marketing Coordinator position (from PT to FT; +0.5 FTE)	-	65,000	65,000	-
Archiving and Compliance Software	-	80,000	80,000	-
Administrative Assistant (new position; +1 FTE)	-	81,000	81,000	-
<u>Community and Economic Development</u>				
Land Development Inspector Supervisor (new position; +1 FTE)	72,000	96,000	24,000	45,000
<u>Information Technology</u>				
eXtended Detection and Response (XDR) Software	-	84,000	84,000	-
Asset Mgmt and Vulnerability Mitigation System Software	-	100,000	100,000	-
<u>Public Safety</u>				
Real-Time Crime Center Staffing (new positions; +4 FTE)	-	333,000	333,000	128,900
Assistant Fire Marshal (new position; +1 FTE; partial-year)	-	59,400	59,400	66,000
Firefighter Recruit Class	-	46,100	46,100	-
<u>Recreation, Parks & Cultural Services</u>				
Parks Svcs Supervisor - Downtown Dist. (new position; +1 FTE)	-	99,000	99,000	-
	\$72,000	\$3,093,500	\$ 3,021,500	\$ 239,900

E911 Fund

Funding Available for Operating Initiatives:

Recommended Initiatives:

Public Safety

Pulse Point Software

Revenue	Expense	Net Cost
		\$ 15,000
-	15,000	15,000
\$ -	\$ 15,000	\$ 15,000

Recommended operating initiatives total \$3 million with an additional capital requirement of \$239,900 that is included within the Capital Initiative requests for 2024. Operating Initiative funding has been programmed into a non-allocated account within the General Fund pending review and approval by the City Council. Operating Initiatives not recommended for funding at this time total \$1.3 million and include capital investment requirements of \$249,000.

OPERATING INITIATIVE REQUESTS

2023 Annual Action Plan

The City Council Retreat during January 2023 set forth priorities to guide the construction of the FY 2024 budget including operations and capital investment. These priorities were condensed into an Annual Action Plan and are detailed within the section of this document entitled *2023 Annual Action Plan* with the components set forth below:

- Safe and Welcoming Community.
- The Alpha Loop and Greenway.
- Strategic Growth and Redevelopment.
- Communications that Connect.
- Downtown Alpharetta.
- Recreation, Parks, and Culture.
- Infrastructure and Facilities Maintenance.
- Transportation and Traffic.
- People Focused Workforce.
- Economic Development.

Detail (Recommended Operating Initiatives)

Citywide

Wage Survey Adjustments

\$1,725,000

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: This initiative represents a continuation of the City's salary adjustment process aimed at maintaining competitiveness within the market. Specifically, market-based personnel compensation adjustments are proposed to ensure Alpharetta maintains its capacity to retain and attract our most valuable assets – namely, the team members that deliver excellent service to our community on a daily basis. The forecasted cost reflects salary adjustments and those impacted benefit line items (e.g., FICA, pension, etc.).

Retiree Health Benefit Enhancements

\$175,000

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: Consistently noted in employee benefit surveys, enhancing the retiree health coverage is an area we may need to continue to look at. It is possible to make amendments to the plan structure and with some additional funding provide a higher benefit for a 10-year payout as opposed to a lifetime benefit. Examples: Increasing the city's contribution from 2% to 2.5% would bring the monthly benefit to about \$750 monthly (\$9,000 annually) for 10 years. This would cost approximately \$175,000.

OPERATING INITIATIVE REQUESTS

General Fund

City Administration

Communications Services (professional firm) \$30,000

2023 City Council Priorities and Annual Action Plan:

- Communications that Connect

Description: This initiative would improve the City's internal and external communication program and services by contracting the services of an outside professional communications firm to augment staff resources and capabilities. Performance metrics will include quantity, frequency, and quality of internal and external communications. Cost is estimated at \$50,000 annually for professional services.

Grant Management Services (professional firm) \$50,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Safe and Welcoming Community
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Recreation, Parks and Culture
- Infrastructure and Facilities Maintenance
- Transportation and Traffic
- Economic Development

Description: This initiative would allow the City to contract with an outside provider that could be called upon to assist in applying for and/or actively managing large dollar grants. The assistance of professional grant writers and managers would elevate our success in being awarded grants for key projects, and the assistance of professional grant managers would ensure that reporting and management of awarded grants complies with all program requirements so that awarded funds are used in a manner that is efficient, timely, and does not result in funds having to be returned to the granting agency. The success of this initiative will be measured by the number, quality, and value of grants that are successfully awarded and by the quality of the management services provided. Cost is estimated at \$50,000 annually for professional services.

Grant Management Software \$70,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Safe and Welcoming Community
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Recreation, Parks and Culture
- Infrastructure and Facilities Maintenance
- Transportation and Traffic
- Economic Development

OPERATING INITIATIVE REQUESTS

Description: Licensing agreement for grant management software and services. The targeted platform, eCivis, addresses both programmatic and fiscal grant funding requirements throughout the grant lifecycle, helping clients easily overcome the challenges and heavy workload that come with grant acquisition, grant management, subrecipient management, and cost allocation. The platform provides a customizable search engine to improve our ability to identify grant opportunities that meet our specific projects and needs and then helps to coordinate our teams during the grant application process. Finally, the system improves the ability to manage grants throughout their lifecycle to improve performance and reporting. The success of this initiative will be measured by the number, quality, and value of grants that are identified, applied for, and successfully awarded. Cost is estimated at \$70,000 annually for licensing and support.

Marketing Coordinator position (from PT to FT; +0.5 FTE) \$65,000 (net)

2023 City Council Priorities and Annual Action Plan:

- Communications that Connect

Description: This initiative would improve the City's internal and external communication program and services by elevating the existing part-time Marketing Coordinator position to full-time and restructuring it into City Administration from the Department of Recreation, Parks, and Cultural Services. In addition to allowing for increased internal and external communications, this would improve both the efficiency and continuity of our communications across the enterprise.

Personnel costs for the full-time position are estimated at \$100,000 annually and reflect salary and benefit costs. Personnel costs for the existing part-time position total \$35,000 annually leaving a net operational impact of \$65,000 for personnel costs associated with the transition from part-time to full-time.

Operational costs are minor as this position currently has city-assigned technology (e.g., computer) and professional development will be covered through existing City Administration travel/training budget allocations.

Archiving and Compliance Software \$80,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: Licensing agreement for a platform that captures, stores, and monitors City communications such as email, text messaging, and social media to improve legal compliance regarding records retention. The system will also improve efficiency of identifying and securing records related to public records requests. Performance will be evaluated based upon the quality of work produced, cost, and efficiency improvement with respect to public records searches. Cost is estimated at \$80,000 annually for licensing and support.

OPERATING INITIATIVE REQUESTS

Administrative Assistant II (new position; +1 FTE)

\$81,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: This request is for the addition of an Administrative Assistant II that would provide a variety of administrative support services for City Administration, serve as a receptionist for customers and guests visiting the third floor of City Hall, and would be the person that answers the main incoming telephone line for the City.

Personnel costs are estimated at \$78,000 annually and reflect salary and benefit costs only. Annual operational costs include general office supplies and technology equipment/software (e.g., computer, desk phone, etc.) totaling \$3,000.

Community and Economic Development

Land Development Inspector Supervisor (new position; +1 FTE)

\$24,000 (net)

(\$72,000 operating revenue/\$96,000 operating expense/\$45,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment

Description: This position will be responsible for:

- Overseeing Land Development Inspectors, answer questions, resolve conflicts.
- Completing land development inspections.
- Completing reports and data entry on inspections and enforcement actions.
- Managing the collection of stormwater certification paperwork.
- Assisting with tree removal permits.
- Assisting with smaller project land development erosion control reviews.
- Training staff.

Justification #1: The Department currently has three land development inspectors assigned to complete inspections on all private development. The state agreements require that we visit permitted sites once/week and complete enforcement action on all deficiencies. In an average month we have 270 open construction sites. This means that each of our 3 land development inspectors is expected to visit 90 sites each week or 18 sites per day. For comparison, in our neighboring communities of Johns Creek, Sandy Spring, and Roswell, each inspector completes 18, 35, and 64 inspections per week, respectively. With this position, we expect to bring our inspection rates down closer to the other cities and provide additional time for inspectors to provide guidance, have meetings, answer questions, and provide better attention and customer service to the developments.

Justification #2: In December 2020 and again in February 2022 increased stormwater regulations were adopted. Some of these are state mandated and some were in response to isolated flooding near residential redevelopment. These regulations increased the amount of time it takes to review a plan, the number of questions and explanations needed to help residents, engineers, and contractors through the requirements, and the

OPERATING INITIATIVE REQUESTS

number of questions in the field during construction and at project closeout. Contractors and homeowners need extra guidance on stormwater certifications during project closeout. This position will take some of this burden off the Land Development Inspectors. This position will also conduct plan reviews for those small residential projects that don't require stormwater management (typically pools, additions, etc.). This then opens time for the engineering review on more complicated projects by the development services engineer. Permit review times will also improve.

Justification #3: Throughout the years the city has seen an overwhelming number of tree removal permit applications. These are reviewed for various reasons including verifying that required trees and tree density is maintained, making sure healthy specimen trees are protected, maintaining tree lined streets and tree canopies, and ensuring compliance with buffer regulations. This position will be trained in processing the non-specimen, non-buffer tree removal applications. This should reduce turnaround time on permits. It should also lessen the burden on the Arborist allowing for more time to finish plan reviews and more complicated tree removal applications quicker.

Justification #4: We have more experienced inspectors that are getting closer to retirement. When they retire, we must absorb their work while also training new staff. If one inspector leaves, two inspectors are left to handle 135 sites/week plus train someone new. This is unrealistic. This position will train new inspectors on the processes, procedures, and policies of the city and state requirements. They will take new inspectors under their direction to teach the proper methods for enforcement and successful private projects. The person in this position is expected to have considerable experience and knowledge on dealing with a variety of field and construction situations. This knowledge will provide them the tools to support the three inspectors if issues arise on various sites and will be beneficial in training new staff. Further, this position will train all the land development inspectors on new procedures or processes as regulations change. They will also serve as the first line of conflict management with enforcement actions on construction sites.

Funding Request: Personnel costs are estimated at \$93,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, and fuel costs totaling \$3,000. There is a companion one-time capital request for \$45,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, cell phone, etc.). The Department has reviewed its fee structure to ensure expenses are being recaptured and believes net revenue growth of \$72,000 could be realized with the addition of this position resulting in a net operational cost of \$24,000.

OPERATING INITIATIVE REQUESTS

Information Technology

eXtended Detection and Response (XDR) Software **\$84,000 (net)**

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: This initiative will expand the capabilities of our current Endpoint Detection and Response (EDR) system to an eXtended Detection and Response (XDR) system. EDR is currently deployed to every computer in the City. This will add new functionality to an existing system by allowing us to send logs and alerts into the system from other products, besides the EDR. The system will correlate all inputs to give a complete picture of what is occurring in our environment, allowing for faster response times and fewer false positives. The annualized cost of this initiative in year 1 is estimated at \$109,000. However, this initiative will replace our current, more minor, system at \$25,000 annually resulting in a net annual fiscal impact of \$84,000 (\$109,000 less \$25,000 current appropriation). The Department is exploring grant opportunities which would offset a portion of the costs for this initiative in 2024 (one-year grant).

Asset Management and Vulnerability Mitigation System Software **\$100,000**

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: This initiative is for a new asset management and vulnerability mitigation system, with managed services included for system management and patch management. As we transition from a best-of-breed model to a consolidated model, this new system would replace several applications that do not talk to each other with a single system to provide greater functionality, deeper analysis and insight, more efficient management of our endpoints, and clearer direction to address issues. The annualized cost of this initiative in year 1 is estimated at \$100,000. Starting in FY 2025, we will be able to transition away from current systems totaling \$42,000 annually resulting in a net annual fiscal impact of \$58,000 (\$100,000 less \$42,000 current appropriation).

Public Safety

Real-Time Crime Center Staffing (new positions; +4 FTE) **\$333,000**

(\$333,000 operations/\$128,900 capital)

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Safe and Welcoming Community

Description: The Real Time Crime Center brings together a wide range of technologies and capabilities to enhance law enforcement response and reduce the criminal activity felt by our community. According to the U.S. Department of Justice the mission of a Real Time Crime Center (RTCC) is to provide a law enforcement agency with the ability to capitalize on a wide and expanding range of technologies for efficient and effective policing. Such efforts may allow law enforcement officers to respond quickly, or even immediately, to crimes in progress or to those that recently occurred. The technologies

OPERATING INITIATIVE REQUESTS

available allow law enforcement agencies and officers to respond to crime events more efficiently, more deliberately, with improved operational intelligence, and with a proactive emphasis on officer, citizen, and community safety.

The operational component of the RTCC consist of the individuals staffing the center that provide the real time support and enhancement to officers on patrol, investigation, and otherwise engaged in law enforcement activities. This is supported by system managers, equipment technicians, and intelligence analyst that provide the data and the technology system to maximize the RTCC operation.

FY2024 Setting the Foundation (limited coverage)

This fiscal year will set the foundation for the RTCC success. A major improvement occurring this year is the upgrade to our current CAD and RMS system. This will increase our data available as well as integrate with our programs currently in use such as Coplink, FUSUS, and Flock Safety. Personnel assigned to the RTCC this year will not only provide coverage for peak times and events, but they will also build processes, procedures, and policies for the future. The RTCC area will be completed. We will also make an incremental increase camera coverage to fill in gaps of our current systems and provide flexibility for changing environments.

The Real Time Crime Center (RTCC) brings together a wide range of technologies and capabilities to enhance law enforcement response and reduce the criminal activity felt by our community. To get the RTCC up and running we will need some additional staff. This staffing request includes the addition of one (1) Police Sergeant, one (1) RMS Coordinator/Database Manager, and two (2) Operator/Analysts.

Personnel costs are estimated at \$307,000 annually and reflect salary and benefit costs only. Operational costs are estimated at \$26,000 and include professional development, uniforms, general supplies, fuel, etc. There is a companion one-time capital request for \$128,900 that includes funding for a vehicle purchase (and upfitting), mobile and portable radios, laptops, body cameras, cell phones, (3) license plate reader cameras, facility buildout, and (4) PTZ cameras for the Avigilon System.

As the Real Time Crime Center matures and becomes fully operational, additional investment in capital (\$69,000 for LPR cameras, PTZ cameras, etc.) and personnel (current plan is to request 21 positions between FY's 2025 and 2026) may be needed.

Assistant Fire Marshal (new position; +1 FTE)
(\$59,400 operations/\$66,000 capital)

\$59,400 (partial year)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for one (1) new Assistant Fire Marshal. In November of 2021, a position in the Fire Marshal's Office was reclassified to the Fire Administration Chief position. It was pulled from the Fire Marshal's Office (FMO) due to staffing issues within Fire Suppression. The FMO has grown increasingly busy and needs the position back.

OPERATING INITIATIVE REQUESTS

This request replenishes the position lost and makes the FMO whole again from a staffing perspective.

The FMO is responsible for inspecting all new construction within the city and ensuring that the new structure is compliant with Fire Code and ADA. In addition, every commercial occupancy must have an annual fire and life safety inspection to maintain our ISO 1 rating.

Staffing for this position is forecast to be complete in December 2023/January 2024 and the funding request reflects this (\$104,000 annually for salary and benefit costs with a 6-month impact in FY 2023 of \$52,000). Annual operational costs include professional development, uniforms, general supplies, small equipment, and fuel costs totaling \$7,400. There is a companion one-time capital request for \$66,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

Firefighter Recruit Classes

\$46,100

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: The fire department has always relied on hiring certified firefighters who are also certified as Advanced EMT or Paramedics. The applicant pool for laterals has dwindled over the past year. We cannot fill open positions with laterals as we have done in the past. Our response is to conduct our own recruit class, which most municipalities in Metro Atlanta already conduct. This class would consist of 14 weeks of fire school and 22 weeks of Advanced EMT. Upon graduation and passing of all required certification tests, these individuals would be fully certified in all aspects of fire and EMS. We are seeking to put six individuals through the recruit process each year. Operational costs include professional development fees, uniforms, and general supplies and totals \$46,100.

Recreation, Parks & Cultural Services

Parks Services Supervisor - Downtown District (new position; +1 FTE) \$99,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- The Alpha Loop and Greenway
- Recreation, Parks and Culture

Description: To improve the efficiency of existing service delivery, the Recreation, Parks, and Cultural Services Department is requesting a Parks Services Supervisor to execute the development and execute the maintenance plan for the Downtown area. Over the past 10 years the Downtown area in the City of Alpharetta has experience tremendous growth without any increase of Park Services staffing to support this growth. Operational control of special events division, City Center complex, as well as the initial phases of the Alpha Loop was added to the Parks Services Division. In addition, the downtown area has added five (5) passive parks, an athletic complex, and two facilities and grounds to our

OPERATING INITIATIVE REQUESTS

inventory. The department's plan to address the past, present, and future growth is to create a Parks Services team that will address the demands of this area.

Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, and technology equipment (e.g., laptop, iPad, cell phone, etc.) totaling \$3,000. Starting in 2025, annual operational costs are estimated at \$1,500 and primarily consist of professional development and uniforms.

E911 Fund

Public Safety

Pulse Point Software

\$15,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: The primary goal of the Pulse Point application is to inform subscribers to the system of the need to bystander Cardiopulmonary Resuscitation (CPR) in the event of a cardiac arrest in their immediate vicinity.

- PulsePoint aims to initiate CPR earlier and more often as well as increase the use of automated external defibrillators (AED), prior to emergency responders arriving on scene.
- PulsePoint is integrated directly into the public safety communications center. When a call taker determines CPR may be needed, an alert is simultaneously sent to nearby app subscribers with the dispatch of emergency responders.
- PulsePoint Respond informs the community of emergency activity in real time. Alerting residents to traffic collisions, wildland fires and other emergencies makes PulsePoint a valued and trusted local resource. The routine usefulness of the application helps build and sustain a reliable network of engaged citizens and CPR-trained individuals.
- PulsePoint Respond alerts community responders only if the cardiac emergency occurs in a public location.
- Subscribers indicate if they intend to respond and can listen to live dispatch audio (if offered by the agency) for any updates communicated to the responding crews as they make their way to the patient.
- PulsePoint includes a powerful and simple to use analytics platform, PulsePoint Insights, designed to provide actionable statistics on PulsePoint performance in a community.

The PulsePoint software application is currently being implemented by the Milton Fire Department. FY 2024 costs include \$10,000 (on-going) for the maintenance/support fees and \$5,000 (one-time) for implementation (\$15,000 total). Annualized costs for future budget years would approximate \$10,000.

OPERATING INITIATIVE REQUESTS

Detail (Unfunded Operating Initiatives)

Citywide

401A Retirement Plan Enhancements

\$80,000

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: With the closing of traditional defined benefit (DB) plans, employers, like the city, have removed a model that provided a longevity component that assisted in retention. Additionally, from an internal comparison, argumentatively, the closed DB plan provided a slightly higher actuarial value of benefit to the employee (assuming a full 30-year career) than the 10% 401A contribution the city provides new hires since 2009. One consideration is to add a longevity component to the City's contribution based on years of service. Example: At each 5-year anniversary of employee (new hires and those in the 401(a) currently), increase the 10% contribution by 1%. The projected annual cost would be approximately \$80,000 in year one with a gradual increase over the next 10 to 15 years to ultimately 2% of payroll.

Defined Benefit DROP Plan

\$TBD

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: Based on the current design of the DB plan, employees who are over 55 and are eligible to retire from the city and receive an unreduced retirement benefit are financially motivated to formally retire from the city and seek a very similar position with another municipal entity. With no option to retire but remain with the city, the city has and will continue to risk losing experienced employees to other municipalities. By offering a Deferred Retirement Option Plan to the plan documents, employees can effectively retire but remain working usually for a window of time permitted in the plan document (3-5 years). We are currently reviewing the cost of this proposal with our plan actuary.

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

OPERATING INITIATIVE REQUESTS

General Fund

City Administration

Project Management Services (professional firm)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Communications that Connect
- Recreation, Parks and Culture
- Infrastructure and Facilities Maintenance
- Transportation and Traffic
- Economic Development

Description: This initiative would provide for contracting with an outside entity to provide project management services to augment the ability of the City's professional staff to support and deliver special projects that cannot be completed by existing staff. Performance will be evaluated based upon the quality of work produced, cost, and timely delivery of assigned projects. Cost is estimated at \$50,000 annually for professional services.

Assistant City Clerk (new position; +1 FTE)

\$87,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: This initiative would add a second Assistant City Clerk to the City Clerk's Office. The new position is requested to improve management and archiving of records across the enterprise, to account for additional workload associated with the anticipated move to handle our own municipal elections, and to augment the current capabilities of the Clerk function.

Personnel costs are estimated at \$85,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, general supplies, etc. totaling \$3,000.

Human Resources

Employee Engagement Survey

\$16,000

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: This initiative involves conducting a one-time employee engagement survey which will help discover our culture strengths and opportunities by obtaining data and insights to make strategic business decisions, improve employee experience, and elevate our employer-of-choice status by building a great-place-to-work brand.

Employee engagement has become extremely important in this new era of recruitment. Having effective strategies in-place helps create a better work culture, reduce staff

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

turnover, increase productivity, build better work and customer relationships, and impact service delivery. It also takes the guesswork away about what “we think” employees want/need and replaces it with actual data.

This survey is crafted to measure the level of employee experience and results will show us how our workforce responses compare to the best workplaces in the country and where to focus to raise our scores. Additionally, the selected firm will provide comprehensive explanations of data and the City’s workforce trends, gap analysis and recommendations. This project also includes employee and executive management presentations. This initiative is one-time and will not continue into FY 2025.

Information Technology

Geographic Information Services (GIS)

\$12,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Recreation, Parks and Culture
- Transportation and Traffic

Description: This initiative is designed to augment current GIS staffing with 3rd-party GIS professional(s) whom the GIS Manager will manage to expedite and complete GIS requests, tasks, and projects from other departments during a fiscal year. During the first six months of FY 2023, two unfunded projects occurred, and money was pulled from other areas to cover this work totaling \$6,000. We are seeking \$12,000 annually to cover work when requested.

Municipal Court

Administrative Assistant I (new position; +1 FTE)

\$73,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: Adding this position will increase the court's efficiency when processing court cases and incoming phone calls. The volume of calls and emails has grown along with the total number of cases that have been filed with the court. When court is in session a clerk is pulled from their desk and placed at the counter to take payments. An additional employee will allow the Deputy Clerks to remain at their workstations and focus on their assigned duties. Personnel costs are estimated at \$73,000 annually and reflect salary and benefit costs only. Operational costs are minor and will be covered through existing budget allocations. Staff is researching possible cost sharing opportunities with the City of Milton.

OPERATING INITIATIVE REQUESTS

Public Safety

Emergency Management Division Chief (new position; +1 FTE) \$160,500
(\$160,500 operations/\$66,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: Historically, the Emergency Management Coordinator has always been an added responsibility to other positions, such as Fire Logistics and Police Accreditation. With the growth of the city and the fact that we are seeing more significant incidents, both natural and man-made, there is a need for this to be a full-time position to bring us in line with other local jurisdictions.

The benefits of having a position solely dedicated to Emergency Management are:

- one point of contact for all disaster situations.
- devote more time to hazard mitigation and response planning.
- assist businesses with their mitigation planning, including resilience & continuity guidance.
- help businesses in the aftermath of a disaster.
- improve our citizen's emergency awareness.
- host more Citizens Emergency Response Team classes (CERT).
- provide community education programs, including presentations to HOAs & local groups.
- liaison between city and government officials, emergency personnel, local business, charities, etc.
- lead tabletop exercise involving all city departments (building towards an entire city emergency drill).

The Emergency Management Division Chief would be housed within City Administration to be a dedicated city-wide emergency planning position. This would offer another layer of safety in line with our community's expectations.

Personnel costs are estimated at \$150,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs totaling \$10,500. There is a companion one-time capital request for \$66,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

Detective (new position; +1 FTE) \$109,800
(\$109,800 operations/\$70,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: The Criminal Investigations Division (CID) is requesting an additional General Detective. The request is being made to respond to increasing population growth, incident reports, and cases assigned to the General Detective Unit. Since 2010,

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Alpharetta's population has increased from 57,694 to 66,127. Additionally, in 2010, CID had 8 General Detectives. CID currently has 9 General Detectives performing follow-up investigations. In 2010, CID reviewed 900 cases, while in 2022, CID reviewed 1,236. Current staffing levels combined with increased reports have led to a decrease in customer service from CID. In 2022, CID did not assign 386 cases which had adequate solvability factors for assignment. If CID had the staffing resources, all of these cases would have been assigned. One General Detective could expect to receive between 90 and 110 cases a year which only decreases this number by less than 1/3. Ideally, CID would have needed three additional General Detectives to assign and investigate the cases that met the burden of assignment based on solvability factors.

Personnel costs are estimated at \$103,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, and fuel costs totaling \$6,800. There is a companion one-time capital request for \$70,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

Community Paramedic (new position; +1 FTE)
(\$90,500 operations/\$63,000 capital)

\$90,500

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This proposal increases responsiveness to community needs by adding another full-time Community Paramedic position. Currently, we have one (1) Community Paramedic, however, the need for the program has grown to the point where we have a waiting list of citizens who require our services. Unfortunately, due to increased call volume and growing requests for our services, we are unable to keep up with this demand with just one person. The hope is that by adding an additional Community Paramedic we will be able to better attend to the many needs of our citizens while reducing the heavy caseload our only Community Paramedic is currently having to handle. Additionally, with only one current Community Paramedic, if they take PTO or have an illness, the entire program ceases to a halt and there is no one to handle any acute issues or follow-up on any new referrals that are received. By adding another Community Paramedic, we will be able to serve twice the number of clients we are currently able to handle, and the data would show an increase in the amount of time we will be able to use serving our citizens. The additional position would also allow the program to expand to post-discharge care and other areas of need identified in our community.

Personnel costs are estimated at \$84,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, small equipment, and fuel costs totaling \$6,500. There is a companion one-time capital request for \$63,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

OPERATING INITIATIVE REQUESTS

Firefighter (new position; +1 FTE)

\$100,700

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: In November of 2022 it was approved to reclassify one firefighter position to Administrative Fire Captain. This request is to replace the firefighter that was taken from suppression.

Personnel costs are estimated at \$93,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, and equipment \$7,700.

Public Safety IT Analyst (new position; +1 FTE)

\$122,800

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for the addition of a civilian employee to Public Safety as a Public Safety IT Analyst (paygrade 307). This position would report to the Public Safety Technology Division to specifically support Public Safety users and operations.

Personnel costs are estimated at \$110,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, and technology equipment (e.g., laptop, iPad, cell phone, etc.) totaling \$12,800. Starting in 2025, annual operational costs are estimated at \$7,800 and primarily consist of professional development and uniforms.

Administrative Assistant I position (from PT to FT; +0.5 FTE)

\$49,750 (net)

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: The current part-time Records Clerk is responsible for scheduling all training conducted at the Crabapple Training Center and acts as the Registrar, which entails scheduling classes, registering students, maintaining class rosters, coordinating with outside agencies for training scheduling purposes, all P.O.S.T entry, and record management. This position is responsible for tracking and submitting any work-order maintenance in the building, maintaining the Training Staff schedule for officers assigned to the Training Division, and tracking all the classes/training hours conducted at the Crabapple Training center. In 2023, in-service will increase to 40 hours per officer, and career advancement classes will be taught monthly.

This will cause the part-time Records Clerk's data entry to increase due to officers being assigned to different units because outside training has increased, which then causes an influx of travel requests and travel settlements to be processed. This position tracks all day-to-day budget expenditures for the fiscal year, corresponds with the department's Finance & Budget Coordinator for any account inquiries, and meets with the Training Division Coordinator to balance/review the budget quarterly.

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

We request that the PT Records Clerk be upgraded to a full-time position. A full-time Administrative Assistant will further improve the overall functioning of the Training Division by significantly reducing the time sworn training officers spend on administrative functions. This allows sworn training officers to develop and administer the highest quality training.

Personnel costs for the full-time position are estimated at \$73,000 annually and reflect salary and benefit costs. Personnel costs for the existing part-time position total \$23,250 annually leaving a net operational impact of \$49,750 for personnel costs associated with the transition from part-time to full-time. Operational costs are minor as this position currently has city-assigned technology (e.g., computer) and professional development will be covered through existing travel/training budget allocations.

Part-Time Civilian Quartermaster (+0.5 FTE)

\$32,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: Currently, two officers, one training officer, and a UPD Sergeant are handling quartermaster duties for Police and the EMS/Fire Logistics officer is handling quartermaster for Fire. Thus, having 3 officers handling quartermaster causes a significant amount of their duty time spent not being able to focus on their primary duties, which then impacts other officers and their workload. It is estimated that the officers are spending an average of 20 - 30 hours per pay period on quartermaster duties, which incurs approximately \$2,370 of overtime per pay period. A part-time civilian employee would cost approximately \$1,180, an approximate savings of an additional \$1,190 per pay period. This will significantly reduce the time sworn officers spend on secondary duties.

Personnel costs are estimated at \$32,000 annually and reflect salary and benefit costs only. Operational costs are minor and will be covered through existing budget allocations.

Public Works

Assistant Construction Manager (new position +1 FTE) (\$103,500 operations/\$50,000 capital)

\$103,500

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: The City allocated over \$4 million last year and is planning to do such over the next 10 years towards stormwater work throughout the City. Much of the construction work is contracted out to contractors to resolve various stormwater issues. Work varies from replacing a structure, lining or replacing a pipe, or a large-scale construction project. The challenge the department is facing is adequate construction oversight of the contractors in the field. Public Works is requesting an Assistant Construction Manager Position (pay grade 307) to oversee various field operations

OPERATING INITIATIVE REQUESTS

regarding stormwater improvements. The position not only requires knowledge of reading construction plans, but problem-solving skills when unknown issues arise in the field.

Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Operational costs in year one includes technology equipment (computer, phone, iPad, etc.), professional development, uniforms, general supplies, and fuel costs totaling \$7,500. There is a companion one-time capital request for \$50,000 that includes funding for a vehicle purchase (and upfitting). Starting in 2025, annual operational costs are estimated at \$3,000 and primarily consist of professional development, uniforms, general supplies, and fuel.

Recreation, Parks & Cultural Services

Parks Services Supervisor – Southern District (new position; +1 FTE) \$99,000

2023 City Council Priorities and Annual Action Plan:

- The Alpha Loop and Greenway
- Recreation, Parks and Culture

Description: To improve the efficiency of delivery existing services, the Recreation, Parks, and Cultural Services Department is requesting a Parks Services Supervisor to execute the development and execute the maintenance plan for the Southern District (Greenway). The Southern District has been operating without a team supervisor since 2019. In 2020, the city added an additional two (2) miles of trail extending to Union Hill Park. The additional demand on this division requires the addition of a supervisor to achieve the high service demands in this area. Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, and technology equipment (e.g., laptop, iPad, cell phone, etc.) totaling \$3,000. Starting in 2025, annual operational costs are estimated at \$1,500 and primarily consist of professional development and uniforms.

Administrative Assistant II (new position; +1 FTE)

\$81,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: Performs a full range of secretarial, advanced clerical, and routine administrative work of a general or specialized nature in support of assigned programs, division, or department; relieves assigned staff of clearly defined and delegated administrative or technical detail; and may act as office receptionist. Specific areas of support include, but are not limited to grant writing, RFP creation and management, contract management, GIS projects, marketing support, pay requests/billing, meeting agendas and minutes, Department award submissions. Personnel costs are estimated at \$78,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, general supplies, and technology equipment (e.g., computer, etc.) totaling \$3,000. Starting in 2025, annual operational costs are estimated at \$1,000 and primarily consist of professional development and general supplies.



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: May 15, 2023

AGENDA ITEM:

FY 2024 Budget: Capital Initiatives

Presentation and discussion of the proposed capital initiatives for the Fiscal Year 2024 Budget, if needed.

STAFF RECOMMENDATION:

The purpose of this workshop is to provide an opportunity for dialogue and feedback from the City Council regarding the capital initiatives for fiscal year 2024.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

The purpose of this workshop is to provide an opportunity for dialogue and feedback from the City Council regarding the capital initiatives for fiscal year 2024. The recommendations are the result of a collaborative process involving our departmental leadership that included multiple budget work sessions. Department Directors are present to discuss their recommendations and to allow for a question/answer dialogue.

The Fiscal Year 2024 Budget was distributed electronically to the City Council on May 8, 2023, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2024 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2024 budget line-item detail).

Public Hearings and City Council action on the FY 2024 Budget and Millage Levy are scheduled for May 22nd (6:30pm) and June 19th (one meeting at 11:30am and a final meeting at 6:30pm).

ALTERNATIVES:

ATTACHMENTS:

1. FY 2024 Capital Initiatives (5-8-2023)

CAPITAL INITIATIVE REQUESTS

Capital Initiative Requests

FY 2024 Capital Funding

The FY 2024 Capital Plan includes funding of \$16.9 million for capital initiatives (including potential grant funding). Base capital funding totals \$16.2 million and has been programmed into a non-allocated account within the Capital Project Fund and Stormwater Capital Fund pending review and approval by the City Council. Other Sources totaling \$636,500 and consisting of anticipated LMIG (Local Maintenance & Improvement Grant) grant funding and AYBA (Alpharetta Youth Baseball Association) contribution will be appropriated once received.

Recommended capital investment totals \$15.7 million and is focused on maintaining and improving city infrastructure and assets. An additional \$1.2 million is being reserved to provide flexibility for future prioritized capital investment. Capital Initiatives not recommended for funding total \$7.8 million. Detailed narratives for the Staff Recommended and Unfunded Capital Initiatives are included herein.

	Capital Project Fund	Stormwater Capital Fund	Subtotal	Other Sources	Total
Sources:					
Available Fund Balance	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
General Fund					
Annual Capital Appropriation	50,000	3,950,000	4,000,000	-	4,000,000
Available Fund Balance	10,547,818	-	10,547,818	-	10,547,818
Other (Investment Earnings)	150,000	50,000	200,000	-	200,000
Grants/Contributions (LMIG; AYBA)	-	-	-	636,500	636,500
	\$ 12,247,818	\$ 4,000,000	\$ 16,247,818	\$ 636,500	\$ 16,884,318
Uses:					
Capital					
City Administration	\$ 41,000	\$ -	\$ 41,000	\$ -	\$ 41,000
Community and Economic Development	483,900	-	483,900	-	483,900
Information Technology	440,000	-	440,000	-	440,000
Public Safety	2,294,900	-	2,294,900	-	2,294,900
Public Works	5,864,500	4,000,000	9,864,500	625,000	10,489,500
Recreation, Parks & Cultural Services	1,899,600	-	1,899,600	11,500	1,911,100
	\$ 11,023,900	\$ 4,000,000	\$ 15,023,900	\$ 636,500	\$ 15,660,400
Non-Allocated:					
Future Capital/One-Time Initiatives	\$ 1,223,918	\$ -	\$ 1,223,918	\$ -	\$ 1,223,918
	\$ 1,223,918	\$ -	\$ 1,223,918	\$ -	\$ 1,223,918

CAPITAL INITIATIVE REQUESTS

Funding Methodology

The city's preferred method for funding capital projects within the CIP shall be through current revenue when available (i.e., pay-as-you-go) or from outside funding sources such as grant funding and related aid. Debt obligations may be issued for capital projects when it is appropriate to achieve a fair allocation of costs between current and future beneficiaries. Funding for the CIP is provided as follows:

- **Proper Use of Fund Balance**

General Fund: Based on audited financial statements for the year ended June 30, 2022, the city's fund balance totaled \$42.9 million. Of this amount, approximately \$12.6 million was appropriated in the FY 2023 Budget for capital/one-time initiatives/reserve and \$19.7 million has been designated as an emergency account based on a conservative policy of 25% of total appropriations (i.e., roughly 3 months of operating expenditures). It has been the city's policy to utilize the remaining fund balance above the emergency requirement for one-time expenditures (generally capital investment). Available capital/one-time initiative funding for FY 2024 totals \$10.5 million.

- **Funding Capital/Operational Initiatives from Operating Budget**

The FY 2024 budget includes funding totaling \$4 million from General Fund operations for capital investment (e.g., maintenance of our stormwater infrastructure). By programming an annual capital contribution into the operating budget, the city is announcing to its citizens and stakeholders that capital investment in our roads and infrastructure is a priority that should be funded with certainty as opposed to relying on fund balance which may or may not be accumulated. Funding from the General Fund available for immediate capital investment in 2024 includes the following:

▪ \$10,547,818	Fund Balance for one-time capital;
▪ <u>4,000,000</u>	Annual Capital Contribution from the General Fund
\$14,547,818	

- **Debt Funding:** Debt obligations are primarily reserved for large-scale capital projects when it is appropriate to achieve a fair allocation of costs between current and future beneficiaries.

CAPITAL INITIATIVE REQUESTS

FY 2024 Recommended Capital Project Listing

The following section provides both a (1) summary list of Staff Recommended Capital Initiatives for FY 2024 and is followed by (2) a detailed narrative of each capital initiative.

	Capital Project Fund	Stormwater Capital Fund	Subtotal	Other Sources	Total
City Administration					
Council Chambers Security Upgrades	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000
Replacement of Retaining Wall in Resthaven Cemetery	16,000	-	16,000	-	16,000
Subtotal	\$ 41,000	\$ -	\$ 41,000	\$ -	\$ 41,000
Community and Economic Development					
Fleet Replacement (Qty: 1)	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ 40,000
North Point Infrastructure Framework Plan	200,000	-	200,000	-	200,000
Design Services	61,200	-	61,200	-	61,200
Garden District Signage	12,700	-	12,700	-	12,700
South Main District Gateway (design)	50,000	-	50,000	-	50,000
Brookside Park Gateway (design)	75,000	-	75,000	-	75,000
Operating Initiative - Land Development Inspector Supervisor (+1 FTE) Equipment	45,000	-	45,000	-	45,000
Subtotal	\$ 483,900	\$ -	\$ 483,900	\$ -	\$ 483,900
Information Technology					
Technology Replacement (all city departments)	\$ 390,000	\$ -	\$ 390,000	\$ -	\$ 390,000
Wireless Access Points	50,000	-	50,000	-	50,000
Subtotal	\$ 440,000	\$ -	\$ 440,000	\$ -	\$ 440,000
Public Safety					
Fleet Replacement (Qty: 25)	\$ 1,875,000	\$ -	\$ 1,875,000	\$ -	\$ 1,875,000
Fire Station Facility Assessments (remaining stations)	225,000	-	225,000	-	225,000
Operating Initiative - Real-Time Crime Center Staffing (new positions, +4 FTE) Equipment	128,900	-	128,900	-	128,900
Operating Initiative - Assistant Fire Marshal (new position, +1 FTE) Equipment	66,000	-	66,000	-	66,000
Subtotal	\$ 2,294,900	\$ -	\$ 2,294,900	\$ -	\$ 2,294,900
Public Works					
Milling and Resurfacing	\$ 3,120,000	\$ -	\$ 3,120,000	\$ 625,000	\$ 3,745,000
Stormwater	-	4,000,000	4,000,000	-	4,000,000
Traffic Striping and Signage	250,000	-	250,000	-	250,000
Fleet Replacement (Tandem Dump Truck; Qty: 1)	190,000	-	190,000	-	190,000
Traffic Signal System Maintenance	100,000	-	100,000	-	100,000
Traffic Control Equipment	100,000	-	100,000	-	100,000
Traffic Responsive System Maintenance	100,000	-	100,000	-	100,000
HVAC Replacements	100,000	-	100,000	-	100,000
Roof Repairs/Replacements (Public Works Headquarters; segment 1 of 3)	325,000	-	325,000	-	325,000
Park Facilities Roof Repairs (Adult Activity Center)	195,000	-	195,000	-	195,000
Bridge Maintenance	200,000	-	200,000	-	200,000
Webb Bridge Park Sewer Connection (yr. 1 of 2)	437,500	-	437,500	-	437,500

CAPITAL INITIATIVE REQUESTS

	Capital Project Fund	Stormwater Capital Fund	Subtotal	Other Sources	Total
Public Works <i>continued</i>					
SR 9 Landscaping from Academy St. to Windward Pkwy (yr. 1 of 3)	350,000	-	350,000	-	350,000
Tree Maintenance and Replacement	152,000	-	152,000	-	152,000
Winter Weather Equipment	65,000	-	65,000	-	65,000
Parking Garage Maintenance	25,000	-	25,000	-	25,000
Streetlight Maintenance	80,000	-	80,000	-	80,000
Design Services	75,000	-	75,000	-	75,000
Subtotal	\$ 5,864,500	\$ 4,000,000	\$ 9,864,500	\$ 625,000	\$ 10,489,500
Recreation, Parks & Cultural Services					
Park Repairs/Improvements	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000
Playground Equipment Replacement	250,000	-	250,000	-	250,000
Greenway Improvements/Repairs	260,100	-	260,100	-	260,100
Park Trail Maintenance	200,000	-	200,000	-	200,000
Tree Removal in all Parks	200,000	-	200,000	-	200,000
Synthetic Turf Field Replacements (Miracle League Field)	500,000	-	500,000	-	500,000
Cultural Arts Master Plan	30,000	-	30,000	-	30,000
Park Equipment Replacement	153,000	-	153,000	-	153,000
Athletic Courts Resurfacing	100,000	-	100,000	-	100,000
Fountain Maintenance	50,000	-	50,000	-	50,000
Landscaping Upgrades to Activity Centers	40,000	-	40,000	-	40,000
Webb Bridge Park Dugout Expansion (AYBA to fund 50%)	11,500	-	11,500	11,500	23,000
Alpharetta Public Arts Initiative (Outdoor On-Loan Sculpture Exhibit)	55,000	-	55,000	-	55,000
Subtotal	\$ 1,899,600	\$ -	\$ 1,899,600	\$ 11,500	\$ 1,911,100
TOTAL	\$ 11,023,900	\$ 4,000,000	\$ 15,023,900	\$ 636,500	\$ 15,660,400
NON-ALLOCATED:	\$ 1,223,918	\$ -	\$ 1,223,918		\$ 1,223,918
Budgeted as part of FY 2024 Budget			Budgeted once received		

CAPITAL INITIATIVE REQUESTS

2023 Annual Action Plan

The City Council Retreat during January 2023 set forth priorities to guide the construction of the FY 2024 budget including operations and capital investment. These priorities were condensed into an Annual Action Plan and are detailed within the section of this document entitled *2023 Annual Action Plan* with the components set forth below:

- Safe and Welcoming Community.
- The Alpha Loop and Greenway.
- Strategic Growth and Redevelopment.
- Communications that Connect.
- Downtown Alpharetta.
- Recreation, Parks, and Culture.
- Infrastructure and Facilities Maintenance.
- Transportation and Traffic.
- People Focused Workforce.
- Economic Development.

Capital Improvement Plan

A consolidated version of the city's five-year capital project improvement plan ("CIP") is included below. The CIP forecasts the city's total capital investment requests over the next five-year period and consolidates the projects by Department. These figures do not include the city's existing capital initiatives (i.e., initiatives funded prior to FY 2024).

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Sources						
General Fund (Annual Appropriation)	\$ 4,000,000	\$ 4,068,500	\$ 4,190,555	\$ 4,316,272	\$ 4,445,760	\$ 21,021,087
General Fund (Fund Balance)	10,547,818	10,306,969	9,024,889	8,211,682	7,846,667	45,938,025
	\$ 14,547,818	\$ 14,375,469	\$ 13,215,444	\$ 12,527,954	\$ 12,292,427	\$ 66,959,112
Other Funds (Interest Earnings)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
Other Funds (Fund Balance)	1,500,000	-	-	-	-	1,500,000
Capital Lease	-	1,938,000	1,439,000	742,000	-	4,119,000
Grant/Contribution	636,500	5,650,000	5,675,000	700,000	730,000	13,391,500
	\$ 2,336,500	\$ 7,788,000	\$ 7,314,000	\$ 1,642,000	\$ 930,000	\$ 20,010,500
Total Sources	\$ 16,884,318	\$ 22,163,469	\$ 20,529,444	\$ 14,169,954	\$ 13,222,427	\$ 86,969,612

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Uses (by department)						
City Administration	\$ 41,000	\$ -	\$ -	\$ -	\$ -	\$ 41,000
Community & Economic Development	483,900	5,147,400	5,143,600	148,900	86,000	11,009,800
Information Technology	440,000	368,300	674,700	376,200	687,800	2,547,000
Public Safety	2,294,900	3,888,000	3,469,000	2,852,000	2,195,000	14,698,900
Public Works	10,489,500	11,359,000	10,463,000	10,019,600	10,000,000	52,331,100
Recreation, Parks & Cultural Services	1,911,100	842,000	755,000	590,000	235,000	4,333,100
Total Uses	\$ 15,660,400	\$ 21,604,700	\$ 20,505,300	\$ 13,986,700	\$ 13,203,800	\$ 84,960,900
Non-Allocated (Sources-Uses)	\$ 1,223,918	\$ 558,769	\$ 24,144	\$ 183,254	\$ 18,627	\$ 2,008,712
Total Uses + Non-Allocated	\$ 16,884,318	\$ 22,163,469	\$ 20,529,444	\$ 14,169,954	\$ 13,222,427	\$ 86,969,612

CAPITAL INITIATIVE REQUESTS

Detail (Recommended Capital Initiatives)

City Administration

Council Chambers Security Upgrades

\$25,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance

Description: Acquisition and installation of security features to better protect the Mayor and City Council from active shooter scenarios while seated on the Council dais. Measures include the installation of Kevlar shielding or similar product on the inner face of the dais. Operating Budget Impact: N/A.

Replacement of Retaining Wall in Resthaven Cemetery

\$16,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: The City of Alpharetta is responsible for the care and maintenance of Resthaven Cemetery. Within one of the oldest sections of the cemetery, a retaining wall is failing and needs to be replaced. This project would replace that wall. Operating Budget Impact: N/A.

Community and Economic Development

Fleet Replacement (Qty: 1)

\$40,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the forecasted annual replacement of Community and Economic Development vehicles. The replacement criteria are as follows: 1) when the department director determines it is no longer cost effective to retain the vehicle; 2) when either mileage or age reaches or exceeds 10-years of service or 125,000 miles; and 3) motorized equipment damaged in accidents shall be inspected by the Safety/Risk Administrator to determine feasibility of repairs as compared to replacement cost. FY 2024 includes replacement of (1) 2010 Chevy Colorado (will be 14 years old with 95,887 miles). Vehicle is requested herein for replacement based on age.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs and an increase in fuel efficiency.

CAPITAL INITIATIVE REQUESTS

North Point Infrastructure Framework Plan

\$200,000

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic
- Economic Development

Description: Building on the recommendations of the LCI and North Point Placemaking Plan, provide a framework of public streets, public space, trails and green infrastructure to guide high-value, sustainable redevelopment of auto-centric properties in the North Point area. To ensure that redevelopment within the North Point District aligns with community-based plans and vision for a walkable, mixed-use district, the North Point Development Framework Plan will provide actionable guidance that aligns public policy, regulatory tools, public capital investment, and private investment. The Development Framework will provide clarity around the arrangement of public streets, public spaces, and infrastructure on which the private market can plan their development and investment. The Department is pursuing grant opportunities to offset costs. Operating Budget Impact: N/A.

Design Services

\$61,200

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Economic Development

Description: This request is to provide funding for various studies and professional services that arise each year from Council and/or Department initiatives. Such services may include revisions to Comprehensive Plans, Small Area Plans, project designs such as plazas, landscape architecture, hosting a series of public input sessions, conceptual design standards, etc. These types of studies and professional services are essential and will assist in forecasting the current market environment, recommend standards that will assist in policy decisions, improve project completion timelines and functionality to maintain the high level of performance by City Staff that our citizens and business owners are accustomed to.

In FY 2024, the expectation is an increased demand for architectural review services; small area studies for campus office areas to connect and brand existing uses by creating trail connections and creative placemaking to help economic viability; and assistance with code and standards modifications to account for emerging uses and trends. Operating Budget Impact: N/A.

CAPITAL INITIATIVE REQUESTS

Garden District Signage

\$12,700

2023 City Council Priorities and Annual Action Plan:

- Communications that Connect

Description: The residents of the Garden District have often expressed their desire for signage recognizing and defining the district. This project procures and installs six (6) signs along Canton Street, Hopewell Road, and Mayfield Road at the district boundaries. This low-cost signage will identify the district boundaries and provide wayfinding to the “old Alpharetta” residential area defined with old growth trees, large lots, and modest homes. Residents have been requesting this designation for several years. Operating Budget Impact: Operational impact would be minimal.

South Main District Gateway (design)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Communications that Connect
- Recreation, Parks, and Culture
- Transportation and Traffic
- Economic Development

Description: South Main Street was identified within the Comprehensive Land Use Plan as the #2 roadway in need of redevelopment and improvements. In response to the public’s request, staff applied and received a Livable Centers Initiative (LCI) grant to develop a plan for the South of Wills (SOW) District which includes the use of art to create placemaking, as well as upgraded bus shelters and trail connections from Main Street to Wills Parks.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$150,000. Operating Budget Impact: N/A during the design phase.

Brookside Park Gateway (design)

\$75,000

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Communications that Connect
- Recreation, Parks, and Culture
- Transportation and Traffic
- Economic Development

Description: The Brookside Master Plan (adopted 28 Nov 2022) was developed based on the Horizon 2040 Comprehensive Plan identifying the area as a high priority for improvements to walkability as well as the existing city park. The Brookside Park Gateway is an identifying monument that brings attention to this mostly hidden amenity. Brookside Park provides Greenway connections and access to a public lake. The gateway is envisioned to provide wayfinding signage and public art with the purpose of inspiring redevelopment efforts.

CAPITAL INITIATIVE REQUESTS

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$225,000. Operating Budget Impact: N/A during the design phase.

Land Development Inspector Supervisor (new position; +1 FTE) \$45,000
(\$72,000 operating revenue/\$96,000 operating expense/\$45,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment

This position will be responsible for:

- Overseeing Land Development Inspectors, answer questions, resolve conflicts.
- Completing land development inspections.
- Completing reports and data entry on inspections and enforcement actions.
- Managing the collection of stormwater certification paperwork.
- Assisting with tree removal permits.
- Assisting with smaller project land development erosion control reviews.
- Training staff.

Justification #1

The Department currently has three land development inspectors assigned to complete inspections on all private development. The state agreements require that we visit permitted sites once/week and complete enforcement action on all deficiencies. In an average month we have 270 open construction sites. This means that each of our 3 land development inspectors is expected to visit 90 sites each week or 18 sites per day. For comparison, in our neighboring communities of Johns Creek, Sandy Spring, and Roswell, each inspector completes 18, 35, and 64 inspections per week, respectively. With this position, we expect to bring our inspection rates down closer to the other cities and provide additional time for inspectors to provide guidance, have meetings, answer questions, and provide better attention and customer service to the developments.

Justification #2

In December 2020 and again in February 2022 increased stormwater regulations were adopted. Some of these are state mandated and some were in response to isolated flooding near residential redevelopment. These regulations increased the amount of time it takes to review a plan, the number of questions and explanations needed to help residents, engineers, and contractors through the requirements, and the number of questions in the field during construction and at project closeout. Contractors and homeowners need extra guidance on stormwater certifications during project closeout. This position will take some of this burden off the Land Development Inspectors. This position will also conduct plan reviews for those small residential projects that don't require stormwater management (typically pools, additions, etc.). This then opens time for the engineering review on more complicated projects by the development services engineer. Permit review times will also improve.

CAPITAL INITIATIVE REQUESTS

Justification #3

Throughout the years the city has seen an overwhelming number of tree removal permit applications. These are reviewed for various reasons including verifying that required trees and tree density is maintained, making sure healthy specimen trees are protected, maintaining tree lined streets and tree canopies, and ensuring compliance with buffer regulations. This position will be trained in processing the non-specimen, non-buffer tree removal applications. This should reduce turnaround time on permits. It should also lessen the burden on the Arborist allowing for more time to finish plan reviews and more complicated tree removal applications quicker.

Justification #4

We have more experienced inspectors that are getting closer to retirement. When they retire, we must absorb their work while also training new staff. If one inspector leaves, two inspectors are left to handle 135 sites/week plus train someone new. This is unrealistic. This position will train new inspectors on the processes, procedures, and policies of the city and state requirements. They will take new inspectors under their direction to teach the proper methods for enforcement and successful private projects. The person in this position is expected to have considerable experience and knowledge on dealing with a variety of field and construction situations. This knowledge will provide them the tools to support the three inspectors if issues arise on various sites and will be beneficial in training new staff. Further, this position will train all the land development inspectors on new procedures or processes as regulations change. They will also serve as the first line of conflict management with enforcement actions on construction sites.

Funding Request

Capital costs are estimated at \$45,000 which represents funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$93,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, and fuel costs totaling \$3,000. The Department has reviewed its fee structure to ensure expenses are being recaptured and believes net revenue growth of \$72,000 could be realized with the addition of this position resulting in a net operational cost of \$24,000.

Information Technology

Technology Replacement (all city departments)

\$390,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is to provide for the annual replacement, procurement, and upgrading 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 454 computers in operation (220 desktops - 234

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laptops). The main component of the FY 2024 request includes funding for the replacement of approximately 143 PCs, 153 iPhones, 82 iPads, and 16 printers.

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 [WAPs] (5 years); network routers/switched/firewalls (5 years); telephony gateways (5-6 years).

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs. Frees-up IT staff to focus on other priorities.

Wireless Access Points

\$50,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the design, procurement, and deployment of replacement and additional Wireless Access Points (WAPs) primarily for use by city employees. This initiative is needed to supplement both current rate of use and the expected growth in the numbers and use of bandwidth by city employees.

Primarily, we are looking at replacing/supplementing both interior and exterior systems for Public Safety (PS) and Public Works (PW), but some additional units will be used for Recreation and Parks and Municipal Court. We are already experiencing issues with access and bandwidth with some PS and PW systems.

This project is anticipated to cover a four-year period with annual requests including the acquisition of 50 WAP units, fiber runs, and system design and coverage analysis.

Operating Budget Impact: Support and maintenance costs are estimated to be substantially similar to costs for the current equipment and are included within the base operating budget.

Public Safety

Fleet Replacement (Qty: 25)

\$1,875,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for the forecasted annual replacement of Police and Fire SUVs, pickup trucks, and motorcycles. The replacement need is driven by the model year, mileage, engine hours and mechanical condition of the vehicles. Emergency response vehicles are expected to be in service for seven years or 100,000 miles. This request includes the complete upfitting and Public Safety marking costs for new vehicles and the removal of emergency equipment and marking costs for expired vehicles in preparation for public auction. Due to the rise in upfit costs and vehicle costs from the manufacturer, the budget has increased to purchase 25 vehicles per year. Also, the manufacturer has a

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35-40 week lead time to manufacture vehicles. The forecasted replacement plan identifies an annual replacement need to flat line the annual budget for public safety. Currently, we have 60 vehicles that are above 85,000 miles that will need to be replaced in 2023 & 2024. The annual purchase of 25 vehicles will give the department an overall fleet replacement in 7.5 years. At the end of 6 years, the amount may decrease proportionally based on current replacement philosophies and needs.

With today's inflation/covid/new model year pricing, our numbers reflect a projection of:

-Base vehicle \$50k + Upfit \$25k = \$75k x25 = \$1,875,000

Replacement vehicles to be purchased in FY 2024 include (10) SUVs for Patrol; (3) SUVs for CID; (2) F150 for CID; (5) SUVs for the Admin team; (1) Tahoe for K-9; (2) F250 for Fire Special Operations; and (2) SUVs for Fire Admin, totaling (25) vehicles.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs and an increase in fuel efficiency.

Fire Station Facility Assessments (remaining stations) \$225,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance

Description: This request is to provide funding for facility assessments of our Fire Stations to include:

- needs/wants assessment (programming, meeting with user group, assessments of space and needs);
- systems condition assessment;
- development of conceptual floor plans;
- development of a preliminary cost estimate; etc.

Staff estimates the costs for a facility assessment of all 6 of our fire stations to approach \$300,000. The 2023 Mid-Year Budget approved funding of \$75,000 to cover the assessment of approximately two stations (tentatively Fire Stations 82 and 84). This request is for funding to cover the assessments of all remaining stations. Operating Budget Impact: N/A for this phase as it is an assessment only.

Operating Initiative - Real-Time Crime Center Staffing (+4 FTE) \$128,900 **(\$333,000 operations/\$128,900 capital)**

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Safe and Welcoming Community

Description: The Real Time Crime Center brings together a wide range of technologies and capabilities to enhance law enforcement response and reduce the criminal activity felt by our community. According to the U.S. Department of Justice the mission of a Real Time Crime Center (RTCC) is to provide a law enforcement agency with the ability to capitalize on a wide and expanding range of technologies for efficient and effective policing. Such

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efforts may allow law enforcement officers to respond quickly, or even immediately, to crimes in progress or to those that recently occurred. The technologies available allow law enforcement agencies and officers to respond to crime events more efficiently, more deliberately, with improved operational intelligence, and with a proactive emphasis on officer, citizen, and community safety.

The operational component of the RTCC consist of the individuals staffing the center that provide the real time support and enhancement to officers on patrol, investigation, and otherwise engaged in law enforcement activities. This is supported by system managers, equipment technicians, and intelligence analyst that provide the data and the technology system to maximize the RTCC operation.

FY2024 Setting the Foundation (limited coverage)

This fiscal year will set the foundation for the RTCC success. A major improvement occurring this year is the upgrade to our current CAD and RMS system. This will increase our data available as well as integrate with our programs currently in use such as Coplink, FUSUS, and Flock Safety. Personnel assigned to the RTCC this year will not only provide coverage for peak times and events, but they will also build processes, procedures, and policies for the future. The RTCC area will be completed. We will also make an incremental increase camera coverage to fill in gaps of our current systems and provide flexibility for changing environments.

The Real Time Crime Center (RTCC) brings together a wide range of technologies and capabilities to enhance law enforcement response and reduce the criminal activity felt by our community. To get the RTCC up and running we will need some additional staff. This staffing request includes the addition of one (1) Police Sergeant, one (1) RMS Coordinator/Database Manager, and two (2) Operator/Analysts.

Capital costs are estimated at \$128,900 and include funding for vehicle purchases (and upfitting), mobile and portable radios, laptops, body cameras, cell phones, (3) license plate reader cameras, facility buildout, and (4) PTZ cameras for the Avigilon System. There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$307,000 annually and reflect salary and benefit costs only. Operational costs are estimated at \$26,000 and include professional development, uniforms, general supplies, fuel, etc.

As the Real Time Crime Center matures and becomes fully operational, additional investment in capital (\$69,000 for LPR cameras, PTZ cameras, etc.) and personnel (current plan is to request 21 positions between FY's 2025 and 2026) may be needed.

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Operating Initiative - Assistant Fire Marshal (+1 FTE) \$66,000
(\$59,400 partial-year operations/\$66,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for one (1) new Assistant Fire Marshal. In November of 2021, a position in the Fire Marshal's Office was reclassified to the Fire Administration Chief position. It was pulled from the Fire Marshal's Office (FMO) due to staffing issues within Fire Suppression. The FMO has grown increasingly busy and needs the position back. This request replenishes the position lost and makes the FMO whole again from a staffing perspective.

The FMO is responsible for inspecting all new construction within the city and ensuring that the new structure is compliant with Fire Code and ADA. In addition, every commercial occupancy must have an annual fire and life safety inspection to maintain our ISO 1 rating.

Capital costs are estimated at \$66,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Staffing for this position is forecast to be complete in December 2023/January 2024 and the funding request reflects this (\$104,000 annually for salary and benefit costs with a 6-month impact in FY 2023 of \$52,000). Annual operational costs include professional development, uniforms, general supplies, small equipment, and fuel costs totaling \$7,400.

Public Works

Milling and Resurfacing \$3,745,000 (multiple sources)

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for the on-going maintenance of milling and resurfacing and preservation of city streets. Resurfacing of city streets increases the life expectancy of the roads. Without resurfacing, roadways will deteriorate and be more costly to repair.

In FY 2019, the City contracted with Dynatest to complete a full evaluation of the city roadways. Each road receives a Pavement Condition Index score between 0 and 100. This standardized rating system is also used by the Georgia Department of Transportation. Lower scores indicate need for maintenance or reconstruction.

In FY 2024, the City will allocate funding in accordance with the Pavement Condition Index findings and identify preservation techniques that will best extend the life of our roads. This includes a combination of surface coating techniques, milling and resurfacing, soil cement, etc. The requested funding would provide an expected service life of the roadway surface of 15-20 yrs. for all currently city-maintained roadways.

Escalation in pricing due to recent inflation has raised the cost significantly over the last two years. In prior fiscal years, we paid approximately \$90/ton for asphalt. In FY 23, the

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cost rose to over \$150/ton. Along with increases in asphalt cost, mobilization, milling, traffic control, etc. have all increased.

- City has approximately 570 lane miles.
- Cost to mill and resurface a lane mile is \$110k.
- $\$110k * 570 \text{ lane miles} = \$62.7M$
- Resurface every 15 year - \$4.18M per year needed.
- Resurface every 20 years - \$3.14M per year needed.

These numbers do not include reconstruction of roadways. We anticipate about \$500k per year for reconstruction.

Funding is comprised of Fund Balance (estimated at \$3.1 million) and LMIG grant funds (estimated at \$625,000). Operating Budget Impact: This program decreases roadway maintenance costs as the surface is less susceptible to potholes and road surface deterioration.

Stormwater

\$4,000,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for stormwater design/studies, inspection, drainage maintenance, and pipe/structure repair and maintenance. Left unchecked, stormwater can contribute to costly flooding, erosion, and pollution issues that wreak havoc on our community.

Included in this request is various drainage, flood, and watershed studies that are required by state and federal regulations. Watershed studies identify capital projects to improve water quality in impaired streams. Additional studies include dam breach analysis, bacterial source testing, emergency planning and estimating damage, GIS maintenance, inventory updates, stream delisting, etc. These studies also identify future capital improvement projects or provide specific information that can be used by the city to meet regulatory compliance or further our service to our citizenry. This funding will also be utilized for the design of smaller drainage repairs, such as Harris Road drainage improvements, Haynes Bridge Road at Morrison Parkway drainage improvements, Pond retrofitting and dredging / permitting, etc.

The National Pollutant Discharge Elimination System (NPDES) Stormwater Permit requires Alpharetta to complete several inspections to protect our stormwater system. These inspections include site visits to private industrial facilities, private carwash and auto body repair shops, city ponds and stormwater management facilities, private ponds and stormwater management facilities, and city-maintained storm structures and pipes. These inspections help us identify maintenance repair work, help us prioritize our crews and CIP lists, and help us recognize private violations of the stormwater ordinance. This project includes hiring a private consultant to complete the inspections so that city staff can focus their efforts toward planning, maintenance, and enforcement activities.

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Additionally, this request is for the continual maintenance and small drainage maintenance work within the City.

One section of the work is pond and best management practices (BMP) maintenance, testing, sampling, work crew materials, education materials, and tree impediment maintenance. Pond and BMP maintenance is required by the Georgia Environmental Protection Division MS4 permit and includes ponds, bioretention, green infrastructure, pervious pavers, etc. Water quality education, education materials, and testing on streams and runoff is also required by the Georgia Environmental Protection Division. Sampling and testing include laboratory and field materials, testing, analysis, etc. Funding is included herein for Retention Pond Maintenance and improvements for Webb Bridge Park and North Park.

Another section includes small drainage repair and maintenance designs, crew materials such as rip rap, pine straw, grout, sod, etc., street sweeping, and removal of trees and shrubs blocking storm flow from or to pipes and structures or otherwise impeding water flow.

The final component of this request is for stormwater pipe and structure maintenance, repair, and replacement. This category includes unclogging pipes and structures filled with sediment and debris, repairing pipes by relining, contractual repairs to stormwater structures, and pipe replacement projects citywide in addition to targeted projects such as Meadow Brook Hills drainage improvements (funding for design of Phase 2 included herein; construction of Phase 1 was funded in 2023). The contractual pipe unclogging and structure repair will be throughout the city based on inspection results.

Operating Budget Impact: This program decreases maintenance costs as flooding and erosion will be reduced.

Traffic Striping and Signage

\$250,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for purchase of equipment and materials needed for the repair/replacement of traffic striping, raised pavement markers, and signage throughout the City. Repair/replacement of striping consists of refreshing the existing striping due to normal wear, replacement and/or installation of raised pavement markers and the restriping of roadways after milling and resurfacing. Repair/replacement of traffic signage consists of replacement of existing signage due to normal wear as well as damage. This request also includes equipment/materials needed for fabrication of signage. Operating Budget Impact: Maintenance funding is included within this initiative.

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Fleet Replacement (Tandem Dump Truck; Qty: 1)

\$190,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the replacement of tandem dump trucks within the Public Works fleet. The tandem dump truck replacements are based on age, wear and tear, and maintenance/repair costs. These vehicles enable staff to haul materials such as dirt and rock to job sites as well as hauling debris and construction waste to the proper disposal facilities. This vehicle is also used to pull equipment and materials by trailer to job sites.

FY 2024 replacement includes Unit #219 (2001 LT9500) with roughly 25,000 miles. This tandem dump is overdue to be replaced. We have tried diligently to continue to utilize it for our hauling needs. However, this unit presents a safety issue as the dashboard has significant damage and is unable to stay in the locked position at all times. In an attempt to fix the issue, the dashboard was bolted down. When the controls on the dash are engaged, the dashboard tries to come off and presents a safety issue. Due to the age and wear and tear on the vehicle, this vehicle is scheduled for replacement.

Operating Budget Impact: This program reduces fleet maintenance costs and increases utilization rates as the equipment is less susceptible to breaking down and/or requiring service. Operational costs consist of maintenance, fuel, insurance, etc. and are currently budgeted.

Traffic Signal System Maintenance

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for the continual maintenance, repair, and upgrading of existing traffic signals throughout the City. This includes vehicular detection systems, pedestrian signals, signal heads, signal cabinets and components, and signal communication systems. This funding request also allows for the replacement of loops removed during the annual milling and resurfacing project. Operating Budget Impact: Maintenance funding is included within this initiative.

Traffic Control Equipment

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for equipment necessary for traffic control throughout the City. This includes traffic signal communications, traffic monitoring, and temporary traffic control measures. Traffic signal communications enable the intersections to work together and smoothen traffic flow. Traffic signal monitoring includes equipment such as traffic cameras. Temporary traffic control equipment includes devices used to detour or delineate

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traffic flow, such as cones, delineators and barricades, and variable message boards. Operating Budget Impact: Maintenance funding is included within this initiative.

Traffic Responsive System Maintenance

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: Since 2018, the Georgia Department of Transportation (GDOT) has upgraded over 100 signals throughout the City with new software (MaxTime) and has worked with City staff to develop new Traffic Responsive timing plans along major corridors. All at no cost to the City. This request provides funds to maintain the upgraded traffic signal software and equipment provided and installed by GDOT. Additionally, the funds will be utilized to work with consultants to analyze data collected through these upgrades to continue modifying timing plans and expanding the system throughout the City with new signal timings. The funds will also be utilized for maintenance, replacements, upgrades, and necessary installation of network, security, and communication systems to-and-from signalized intersections/traffic cameras in the server room and out on the field. Furthermore, this request is for maintenance, replacement, upgrades, and installation of the emergency vehicle preemption system and connected vehicle technology. Operating Budget Impact: Maintenance funding is included within this initiative.

HVAC Replacements

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for the replacement of HVAC units for all City-maintained facilities. Useful life expectancy for HVAC units is 15 years and a lot of the units serving facilities within the City are approaching or have exceeded the life expectancy.

FY 2024 Replacements will include replacement of multiple units located at the Alpharetta Community Center, Wills Park Recreation Center, Wills Park Fields 5-8, and the Equestrian Bathhouse.

- Alpharetta Community Center's (2) Roof Top Units are 24 years old and (1) Air Handling Unit in the mezzanine is 27 years old.
- Wills Park Recreation Center's (1) Condenser and (1) Air Handling Unit downstairs are 24 years old.
- Wills Park Fields 5-8's (1) Condenser and (1) Air Handling Unit are 26 years old.
- Equestrian Center's Bathhouse (1) Condenser is 21 years old and (1) Air Handling Unit is undeterminable.

Operating Budget Impact: This program decreases maintenance and utilities costs (increased energy efficiency).

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Public Works Headquarters Roof Repairs (segment 1 of 3)

\$325,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for the roof repair/rehab/replacement at Public Works headquarters. The current roof is original to the facility and has far exceeded its useful life (+30 years old). The current roof is a corrugated metal panel roof which is anchored down with thousands of exposed screws which, along with the natural expansion/contraction of metal, tends to back-out which creates a leak opportunity. To that end, this facility is currently experiencing active leaks and is the city's worst functioning roof system based on # of service calls.

The proposed solution for this roof is a seamless standing seam roof similar to what has been installed at several of our fire stations. The proposed roofing solution does not have the screw penetrations plaguing the existing roof and therefore has many fewer points of failure that can lead to leaks.

This roof is segmented into three sections totaling approximately 25,650 sq. ft. The cost proposals provided below assume installation of the new roof over the existing roof thereby saving on the tear-off. The City will need to obtain a structural evaluation to verify that the structure can accommodate the additional weight. This evaluation is planned for 2023.

The request for fiscal year 2024 totals \$325,000 and funds the smallest segment at 5,000 sq. ft. This roof segment has received the largest number of leak calls and is in the worst shape. This segment also happens to have the most mechanical equipment (e.g., HVAC) requiring removal which is included in the funding request.

The remaining segments would be requested in FY 2025 (\$350,000 for 5,300 sq. ft.) and FY 2026 (\$1,100,000 for 15,350 sq. ft.). Operating Budget Impact: This program decreases facility maintenance and utilities costs (increased energy efficiency).

Park Facilities Roof Repairs (AAC)

\$195,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for the roof repair/rehab/replacement at multiple Parks, Recreation and Cultural Services facilities.

For FY 2024, this request is for multiple park roof replacement including:

- Shingled and Flat Roof Segments at the Adult Activity Center (\$110,000);
- Shingled and Flat Roof segments at the Adult Activity Center Arts/Crafts building (\$95,000).

Adult Activity Center (shingles and flat roof) roof segments total approximately 10,750 sq.ft. The Shingle roof and flat roof segments have both experienced multiple roof leak calls and have identified workmanship issues that are leading to the deteriorated functionality of the roofs.

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Adult Activity Center Arts/Crafts building (shingles and flat roof) roof segments total approximately 3,054 sq.ft. The Shingle roof and flat roof segments have both experienced multiple roof leak calls and have identified workmanship issues that are leading to the deteriorated functionality of the roofs. Operating Budget Impact: This program decreases facility maintenance and utilities costs (increased energy efficiency).

Bridge Maintenance

\$200,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for the continual performance of required repairs and maintenance measures identified by Georgia Department of Transportation (GDOT) inspectors during their biennial inspections of city-owned bridges. Tasks include: the removal of corrosion and repainting of bridge supports; remediation of erosion issues; installation/extension of concrete encasements around piles; cleaning and sealing deck joints; and replacement of failed wing walls. Failure to address these items can lead to further deterioration of bridge conditions.

FY 2024 funding request along with available funding from FY 2023 is targeted towards repair and maintenance of the following locations as well as findings from future GDOT Inspections: 1) Mansell Road over Foe Killer Creek; 2) Mansell Road over Big Creek; 3) Woodward Pkwy westbound lanes over Camp Creek; 4) Haynes Bridge Road over Big Creek; 5) Douglas Road over Caney Creek; and 6) Kimball Bridge Road over Big Creek. Operating Budget Impact: This program decreases bridge maintenance costs as it is less susceptible to surface and structure deterioration.

Webb Bridge Park Sewer Connection

\$437,500 (yr. 1 of 2)

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: The existing septic system servicing the soccer fields' restroom is failing and conflicts with the proposed upper field synthetic turf field. This project would abandon the septic system and connect the restroom building to an existing sanitary sewer along Webb Bridge Road. The project consists of 610 linear feet of force main line, 1225 linear feet of gravity line, 6 manholes, possible reconstruction of up to 500 linear feet of existing sidewalk, and reconstruction of approximately 550 linear feet of existing gravel trail. Total costs are estimated at \$875,000. Current timelines have the project being designed during FY 2024 with construction proceeding in FY 2025. However, due to the large capital requirement, this project is proposed to be funded in phases with \$437,500 this fiscal year followed by a request for the remaining funding in FY 2025 (\$437,500).

Operating Budget Impact: Septic system maintenance and repair will decline, but monthly utility costs will increase. There will be costs associated with the lift station, but they should be minimal.

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SR 9 Landscaping from Academy St to Windward Pkwy (yr. 1 of 3) \$350,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Strategic Growth and Redevelopment

Description: This request will include newly installed landscaping to the new beauty strips along SR 9 from Academy Street to Windward Parkway. Funding will landscape the corridor with street trees, shrubs, and ground cover within the 6' beauty strip as part of the GDOT SR 9 widening. This is year 1 funding for a 3-year project. Total projected costs are \$1.5 million. Forecasted funding levels for FYs 2024 and 2025 total \$575,000 annually.

Operating Budget Impact: At the time of the contract, State Route 9 was maintained by an outside vendor at a cost of \$43,200. That number was based on the before condition for the landscape, which was mostly mowing beauty strips (Level 2). After the improvements, the landscape is going to be more akin to Rucker Road and Kimball Bridge Road (Level 1). Maintenance costs are estimated at 1.5 times the current cost or \$64,800 for the entire corridor.

Tree Maintenance and Replacement \$152,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for tree maintenance within the City not associated with the right-of-way maintenance contract. The City's aging tree canopy within right-of-way areas requires tree care, including pruning and sometimes removal to address issues such as pedestrian and vehicular safety, utility conflicts, streetlight clearance, signal head clearance, and intersection sightline clearance. Operating Budget Impact: Maintenance funding is included within this initiative.

Winter Weather Equipment \$65,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for the purchase of Winter Weather Equipment that is utilized within the Public Works fleet.

We have purchased (4) F750s with salt spreader attachments to be utilized in anticipation of winter weather needs. Our Emergency Operations plan has a plow truck preceding the spreaders in each zone of the City; however, we would like to replace our existing plows and purchase (4) new ones to be installed directly on each spreader truck. This would reduce the number of staff/drivers needed during emergency operations. Additionally, we would need to upgrade the software on our existing Force America hardware to operate the plows. The additional software will allow us to see exactly where the spreader trucks are located at any given time, the temperature of the road, and the amount of materials spread by location. The estimated cost of these purchases total \$65,000.

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Operating Budget Impact: This program reduces equipment maintenance costs and increases utilization rates as the equipment is less susceptible to breaking down and/or requiring service. Operational costs consist of maintenance, fuel, etc. and are currently budgeted.

Parking Garage Maintenance

\$25,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for general maintenance of the two parking decks, 92 Milton Avenue and City Center. Milton Avenue parking deck work includes painting stairway handrails, washing windows, pressure washing inside surfaces of garage, inspection of structural components and repair as needed. City Center's parking deck's work consists of epoxy injections for structural cracks on columns and wall surfaces, expansion joint repairs to verify proper flex under heavy loads and creating a watertight seal. Each garage will be pressure washed once a year. **Operating Budget Impact:** Facility maintenance costs to decrease due to decline in repairs.

Streetlight Maintenance

\$80,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for the maintenance of existing city-owned streetlights. The City owns and maintains more than 700 lights. This work will include maintenance of new and existing lighting either on existing poles or the installation of new poles with lighting. This will increase the safety of citizens who use our streets and sidewalks daily. Periodic inspections and troubleshooting will ensure longevity and minimal replacement of lighting components. **Operating Budget Impact:** Maintenance funding is included within this initiative.

Design Services

\$75,000

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for various design services associated with minor projects unable to be completed by city staff. Such services include structural designs and/or evaluations, sub-surface geotechnical investigations, miscellaneous right-of-way/easement research. Utilizing experts in various fields enables city staff to make the appropriate decisions related to resolving construction issues. Additionally, the information gathered by the design professionals allows staff to properly design or address issues in the field. **Operating Budget Impact:** N/A

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Recreation, Parks & Cultural Services

Park Repairs/Improvements

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This funding is for general park repairs and improvements on a smaller scale (non-capital size projects). This account allows us to repair trails throughout the system as they need to be repaired. As an example, FY 2021 funds were used to: (1) remove and replace parking lot curb at Windward Community Park; (2) remove and replace damaged sidewalk at Union Hill Skatepark; (3) design and install a modular block wall at Wills Park Recreation Center; (4) repair concrete walkways and pads at Wills Park; (5) repair and refinish Gym 1 floor at Community Center, etc. This account is crucial to the Department's ability to respond to the needs and repairs as they arise throughout the year.

For FY 2024, the current priorities are maintaining/replacing broken concrete sections leading to and around buildings at North Park, Webb Bridge Park, and Wills Park. Projects may vary as deemed necessary throughout the year. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Playground Equipment Replacement

\$250,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: One of our park systems favorite amenities is our playgrounds. This program will allow for the replacement of all our playgrounds in a timely manner. FY 2024 funding will be used for replacement of the Webb Zone Playground Phase II which was built in 1999. The cost of the Webb Zone Playground, Phase II, is estimated at \$150,000. The additional \$100,000 will be used for various repairs that come up during the fiscal year. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Greenway Improvements/Repairs

\$260,100

2023 City Council Priorities and Annual Action Plan:

- The Alpha Loop and Greenway
- Recreation, Parks, and Culture

Description: This funding will be used to repair, improve, and enhance the entire length of the Alpharetta Greenway. This asset is extremely valuable to the City but is showing its age. Washouts, erosion, heavy use and constant maintenance has taken a toll on the Greenway. Major repairs are needed on the boardwalk portion of the Greenway. Many trees need to be maintained and/or removed to ensure the health of the Greenway and Big Creek. For 2024, we will focus on the replacement of the access trail at Beaver Creek Park. In addition, designs and repairs will be scheduled bridge that connect the Mansell boardwalk

CAPITAL INITIATIVE REQUESTS

(repairs currently in progress) to Beaver Creek Park. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Park Trail Maintenance

\$200,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Park Trail Maintenance (not Greenway Trail) to include resurfacing whether the trail is asphalt, concrete or trail mix surface. This initiative will formalize a schedule for the repairs and replacement in our parks. The repaving of the Wills Park and North Park trails will take priority. In addition, heavy use soft surface trails in Webb Bridge Park need restoration every 3 years. The current funding does not allow for proper maintenance and replacement program meet the safety requirements of our park users. Wills Park walking trail currently has 12,300 linear feet of asphalt walking trail. The last trail replacement occurred in 2019 with 500 linear feet replaced. Asphalt replacement is recommended to be replaced every 8-10 years. Some of the Wills Park trail has the original surfacing which was installed in 2001. Currently, North Park has 5,000 linear feet that needs to be replaced.

In FY 2023, 460 linear feet is scheduled for replacement.

The FY 2024 schedule will replace 6,000 linear feet of trail in Wills Park, 400 linear feet in North Park, restoration work on the soft surface trail in Webb Bridge Park plus any additional repairs that may arise during the budget cycle. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Tree Removal in all Parks

\$200,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is for removal of dead or dying trees throughout the park system. By removing the dead or dying trees, we are reducing safety hazards, avoiding pest infestations, and spreading infections, and improving the appearance of the parks. Tree removal services have averaged \$180,000 per year for the past several years. Operating Budget Impact: Reduces pressure on operating budget as an alternate source of funding is available to meet this need which is often a public safety priority that takes precedent over all other potential uses.

Synthetic Turf Field Replacements (Miracle League Field)

\$500,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is for the replacement of the North Park Miracle League mondo surface. This field was built in 2005 (18-years old) and still has the majority of the original surface. Average life of a turf field is 8-10 years. The request includes updates to the fencing and netting. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs. Revenue generation improves due to longer seasonal playability.

CAPITAL INITIATIVE REQUESTS

Cultural Arts Master Plan

\$30,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Communications that Connect
- Recreation, Parks, and Culture
- Economic Development

Description: In the 2018 Recreation, Parks, and Cultural Services Master Plan and the 2021 Comprehensive Plan, it was recommended that the City of Alpharetta have a Cultural Arts Master Plan.

The City's Recreation, Parks, and Cultural Department intends to develop an Arts and Culture Master Plan. This plan will:

- Create an overall vision for arts and culture in the City of Alpharetta.
- Engage City staff, allied organizations, and the broader community.
- Provide guidance on arts and culture programming and fees, particularly regarding the Alpharetta Arts Center.
- Clarify processes and the roles of the different City departments in arts and culture initiatives.
- Identify the best ways to leverage partnerships with arts and culture organizations.
- Result in a document that is readable, fun, and inspiring.

The first phase of the project would include establishment of the Master Plan. To design an intentional, advantageous master plan in accordance with the City's mission and goals, the Department of Recreation, Parks, and Cultural Services recommends contracting a consultant. Operating Budget Impact: N/A.

Park Equipment Replacement

\$153,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the replacement of 2014 John Deere Field Rakes (qty: 4, RP0573, RP0574, RP0609, and RP0610) and 2005 Bandit Chipper (qty: 1, RP0929). The field rakes are estimated at \$19,500 each and the chipper is estimated at \$69,000. Remaining funds will be used to cover minor equipment replacement as needed throughout the year. Replacement is requested due to age, hours of use, and estimated repair cost.

Replacement criteria is as follows: 1) When the department director determines it is no longer cost effective to retain the equipment: 2) when age and/or hours exceed recommended life. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

CAPITAL INITIATIVE REQUESTS

Athletic Courts Resurfacing

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the repair/resurface/recoat of athletic courts with a fabric crack repair system. The FY 2024 request is for the resurfacing of (5) tennis courts and (6) pickle ball courts at North Park. The tennis courts were last resurfaced in FY 2018. Department policy is to resurface athletic courts every five years. A five-year cycle for this work is recommended to maintain the courts in the best and safest condition for public use. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Fountain Maintenance

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: Funding for the replacement and upgrades to the existing fountains throughout the park system. FY 2024 funding request includes: replacement of the 3-tier fountains and bowls at Canton/Old Canton and Roswell/Old Roswell Parks for \$20,000, Formal Garden fountain restoration for 2 fountains for \$20,000, and \$10,000 for general fountain repairs as needed. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Landscaping Upgrades to Activity Centers

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is to upgrade and enhance the landscaping at the Activity Centers located throughout the park system. For FY 2024, the plan is to upgrade the landscaping at the Alpharetta Community Center, Wills Park Recreation Center, and the Adult Activity Center. Any remaining funds would be considered for future improvements at the Art Center. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Webb Bridge Park Dugout Expansion (AYBA to fund 50%)

\$23,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: The dugouts at the Webb Bridge Park Baseball Fields were built in 2000 and are past due for renovations/upgrades. The current (8) dugouts are 15' 3" long and 3' 3" wide. With the completion of the project, the dugouts will double in size, allowing a better sitting/waiting area for batters. The expansion of the Webb Bridge dugouts will update their sizes to accommodate the current use. This will bring them to match the size of Wills Park. In order for the Alpharetta Youth Baseball Association to honor the City's request to

CAPITAL INITIATIVE REQUESTS

maximize the use of the Webb Bridge facilities, it is important that we increase the functionality of the dugouts. The Alpharetta Youth Baseball Association has committed to funding 50% of the project, resulting in a net cost to the City of \$11,500. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs. Additional fees in subsequent years would be for upkeep: fence ties, gate latches, paint, etc.

Alpharetta Public Arts Initiative (Outdoor On-Loan Sculptures) \$55,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Strategic Growth and Redevelopment
- Communications that Connect
- Recreation, Parks, and Culture

Description: This request is for funding of public arts programs on an alternate year basis through Arts Alpharetta which is a nonprofit organization dedicated to bringing quality arts to Alpharetta. Arts Alpharetta, along with City staff, have several public art projects in-process. These projects include an Outdoor Sculpture Exhibit Contract, an on-loan, permanent, or lease-to-own installation in downtown Alpharetta/Art Walk Brochure. The City of Alpharetta contracts with Arts Alpharetta to locate, curate, install and deinstall on-loan sculptures on a bi-yearly rotation. The number of sculptures varies from 5-7 depending on the rental cost and install logistics for each piece. The project budget is \$90,000 but split between two fiscal years at \$45,000 per year. This is an ongoing project that will require the installation of new outdoor art exhibits every two years. Art installations will be in place for an average of 1.5 – 2 years, subject to available funding.

In addition, staff has recognized there is a need to include funding for ongoing maintenance and repair for curated public art, whether the sculpture be a permanent City fixture or part of the on-loan rotational exhibits. This is due to the unforeseeable damage that could happen (and has happened) to art when on public display. When such instances occur, the City must repair and restore the art to its original state. To proactively plan for such occurrences, staff requests \$10,000 annually to offset repair and maintenance costs for public art.

NOTE: The fund balance in the account is \$61,000 versus the standard \$45,000 per year. Staff was asked to reserve the funds to keep the on-loan sculptures for three years versus two to lessen the budget impact from covid pandemic revenue losses. That said:

1. \$45,000 of these funds will be added to our annual request of \$45,000 to appropriate \$90,000 for the next outdoor exhibit per our agreement with Arts Alpharetta.
2. \$16,000 will be added to the new annual request of \$10,000 to establish funding for maintenance and repair of public art.

Operating Budget Impact: New art installations will incur maintenance costs but will not be determinable until the art investment decision is made (e.g., mural vs. statue, etc.).

CAPITAL INITIATIVE REQUESTS

Detail (Unfunded Capital Initiatives)

Community and Economic Development

Milton Avenue Quick Safety and Operational Improvements

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Transportation and Traffic

Description: The Milton Avenue Quick Safety and Operational Improvements project identifies several improvements along the Downtown Milton Avenue Commercial District to better serve businesses and visitors. Improvements include rideshare drop zones, short term parking, handicap parking and signage. Identified projects could be implemented for \$350,000 or split into smaller projects over time. The largest of the sub projects is the general milling/resurfacing and pavement markings along the corridor for around \$220,000. Other sub projects could be: three (3) illuminated signs for \$30,000 and a drop zone for approximately \$100,000. Operating Budget Impact: Routine maintenance costs.

Brookside Parkway Road Diet - Phase I (design)

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: The request is for the planning and design of corridor enhancements along Brookside Parkway, including a first phase of restriping lane diet (4 lanes to 3 lanes), the addition of separated bike lanes, and enhanced planting to form a cohesive streetscape.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$300,000. Operating Budget Impact: N/A during the design phase.

Human Resources

Human Resources Office Improvements

\$55,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: The new HR Specialist position funded in FY 2023 is responsible for recruitment and the administration of our human resources information systems (HRIS) current modules (applicant tracking system, onboarding, eforms, personnel records management system), and any future additions (i.e., performance evaluation).

The capital improvements requested herein are for the reorganization of the Human Resources office to better utilize current space for efficient workflow and to allow accommodations for future personnel growth. The objective is to have three offices (two

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

currently) with doors to deal with confidential matters, one reception desk, one workspace (copy and other office machines) and space for an applicant computer kiosk. Operating Budget Impact: Additional facility maintenance funding including janitorial costs will be incurred.

Public Safety

Operating Initiative - Emergency Management Division Chief (+1 FTE) \$66,000 (\$160,500 operations/\$66,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Communications that Connect

Description: Historically, the Emergency Management Coordinator has always been an added responsibility to other positions, such as Fire Logistics and Police Accreditation. With the growth of the city and the fact that we are seeing more significant incidents, both natural and man-made, there is a need for this to be a full-time position to bring us in line with other local jurisdictions.

The benefits of having a position solely dedicated to Emergency Management are:

- one point of contact for all disaster situations.
- devote more time to hazard mitigation and response planning.
- assist businesses with their mitigation planning, including resilience & continuity guidance.
- help businesses in the aftermath of a disaster.
- improve our citizen's emergency awareness.
- host more Citizens Emergency Response Team classes (CERT).
- provide community education programs, including presentations to HOAs & local groups.
- liaison between city and government officials, emergency personnel, local business, charities, etc.
- lead tabletop exercise involving all city departments (building towards an entire city emergency drill).

The Emergency Management Division Chief would be housed within City Administration to be a dedicated city-wide emergency planning position. This would offer another layer of safety in line with our community's expectations.

Capital costs are estimated at \$66,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$150,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs totaling \$10,500.

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Operating Initiative - Detective (+1 FTE) (\$109,800 operations/\$70,000 capital)

\$70,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: The Criminal Investigations Division (CID) is requesting an additional General Detective. The request is being made to respond to increasing population growth, incident reports, and cases assigned to the General Detective Unit. Since 2010, Alpharetta's population has increased from 57,694 to 66,127. Additionally, in 2010, CID had 8 General Detectives. CID currently has 9 General Detectives performing follow-up investigations. In 2010, CID reviewed 900 cases, while in 2022, CID reviewed 1,236. Current staffing levels combined with increased reports have led to a decrease in customer service from CID. In 2022, CID did not assign 386 cases which had adequate solvability factors for assignment. If CID had the staffing resources, all of these cases would have been assigned. One General Detective could expect to receive between 90 and 110 cases a year which only decreases this number by less than 1/3. Ideally, CID would have needed three additional General Detectives to assign and investigate the cases that met the burden of assignment based on solvability factors.

Capital costs are estimated at \$70,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$103,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs, totaling \$6,800.

Operating Initiative - Community Paramedic (+1 FTE) (\$90,500 operations/\$63,000 capital)

\$63,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This proposal increases responsiveness to community needs by adding another full-time Community Paramedic position. Currently, we have one (1) Community Paramedic, however, the need for the program has grown to the point where we have a waiting list of citizens who require our services. Unfortunately, due to increased call volume and growing requests for our services, we are unable to keep up with this demand with just one person. The hope is that by adding an additional Community Paramedic we will be able to better attend to the many needs of our citizens while reducing the heavy caseload our only Community Paramedic is currently having to handle. Additionally, with only one current Community Paramedic, if they take PTO or have an illness, the entire program ceases to a halt and there is no one to handle any acute issues or follow-up on any new referrals that are received. By adding another Community Paramedic, we will be able to serve twice the number of clients we are currently able to handle, and the data would show an increase in the amount of time we will be able to use serving our citizens. The additional position would also allow the program to expand to post-discharge care and other areas of need identified in our community.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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Capital costs are estimated at \$63,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$84,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, small equipment, and fuel costs, totaling \$6,500.

Public Works

Sidewalk Maintenance and Repair

\$300,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for the continual maintenance and repair of the city's sidewalk inventory. Over the last 10 years, the city has expended in excess of \$5 million on sidewalk projects. During that same period, the city's sidewalk inventory has also been increased through larger roadway and streetscape projects, through private development, and through annexation. FY 2024 funding will go towards repairs of sections in Poor and Very Poor condition. The goal is to perform 7,000 linear feet of repairs per year.

In FY 2019 and FY 2022, the City contracted with Dynatest to complete a sidewalk inventory and evaluate sidewalk conditions. This list will standardize the evaluation process, provide a clear prioritized list of sidewalks needing repair, and tie sidewalk data into the city's GIS and asset management software. Types of repairs (cracking, trip hazard vertical displacements, and spalling) along with location (near schools and parks, along arterial roadways, in the downtown district, etc.) will help determine the repair priority. Dynatest's work was completed in spring of 2019. At this time, we are awaiting the latest inspection results.

In our current sidewalk database, there are 58,530 linear feet of repairs needed within the poor and very poor condition ratings. Public Works has repaired 22,247 linear feet of sidewalk since January 2019. This includes in-house and contractor repairs.

Due to the large number and complexity, the City contracts out some of these repairs. This budget item covers the cost of sidewalk repairs completed by outside contractors. Work will occur in various locations throughout the city pursuant to the Dynatest findings. Operating Budget Impact: This program decreases sidewalk maintenance costs as it is less susceptible to surface and structure deterioration.

Alpharetta Community Center Generator

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for the purchase and installation of a generator for the Alpharetta Community Center. The budget requested would be for a 400 kw Blue Star generator. A 400 kw was priced due to the unit being capable of powering the entire building in the event of a power outage. A smaller generator could be installed at a lower

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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cost if it's determined there is no need to power the entire building during times of power outages. Beyond the cost of the generator, other costs include gas meter upgrades, gas line upgrade and installation of a regulator. The total requested amount is \$350,000.

Operating Budget Impact: Operational costs would be minimal. Gas usage would be based solely on when the generator is operating, and inspection/maintenance cost would be approximately \$3,000 a year.

City Facility Condition Assessment (not incl. Fire Stations) \$300,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This funding request is for a facilities condition assessment to measure the condition and functionality of a building and its infrastructure as suitable and appropriate for intended functions. Specific objectives of the comprehensive assessment methodology include determining the needs for renewal or replacement of building and infrastructure systems (e.g., heating/cooling, electrical, exterior envelope, etc.) and system components (e.g., cooling tower, heat exchanger, chiller, pumps, etc.), and guiding the analysis of good decision capital project options, including renovation or modernization. This request does not include Fire Stations as that assessment is covered through a separate request.

Specific purposes of a well-designed assessment are as follows:

- Verify accuracy and reliability of a space inventory.
- Provide an inspection of all facilities identifying physical and functional deficiencies.
- Assist in defining regular and preventive maintenance requirements.
- Develop metrics for performance measures, e.g., Facilities Condition Index (FCI) and Facilities Quality Index (FQI).
- Define capital renewal and replacement projects to reduce deferred maintenance backlog.
- Eliminate conditions that are either potentially damaging to property or present safety hazards.
- Identify energy conservation and sustainability measures.
- Inventory accessibility and disabled persons requirement.
- Develop cost estimates and schedules to correct deficiencies and for capital renewal or replacement, and renovation or modernization projects.

Tentative scope includes:

- Physical Condition Assessment (or Life-Cycle Modeling, or both): Physical condition of the building and infrastructure system.
- Functionality Assessment: Functionality of the space for its intended programmatic purpose.

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The integration of these elements provides for a comprehensive evaluation of existing facilities. As inputs to a Capital Facilities Project Plan, these elements provide a broader set of decision options, including the following:

- Facilities renewal for individual condition deficiency remedial projects.
- More comprehensive renovation projects, including work to correct subsystem condition deficiencies combined with improving functionality.
- A replacement project and downgrade of an existing building to a less demanding use.
- Demolition or disposal.

Operating Budget Impact: The project would decrease future operating cost by identifying deficient equipment and identifying needs for energy-saving practices related to facilities.

Fleet Replacement (F-250 Crew Cab Service Truck; Qty: 1) \$75,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the replacement of F-250 trucks within the Public Works fleet. The F-250 replacements are based on age and/or maintenance/repair costs. These vehicles are expected to last in excess of 10 years or 130,000 miles.

FY 2024 replacements include Unit #689 (2011 F-250 4x2 Crew Cab) with roughly 115,000 miles. This vehicle has a lot of idle time and is regularly utilized by our traffic crews. Due to the age and wear and tear on the vehicle, this vehicle is scheduled for replacement.

Operating Budget Impact: This program reduces fleet maintenance costs and increases utilization rates as the equipment is less susceptible to breaking down and/or requiring service. Operational costs consist of maintenance, fuel, insurance, etc. and are currently budgeted.

Traffic Calming Improvements \$80,000

2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: This request is for the identification, design, and implementation of safety improvements primarily in neighborhoods and at high crash-rate intersections. Additionally, funds will enable staff to implement necessary traffic calming measures within the City. Projects may consist of roadway striping, signage such as radar signs, speed cushions, and channelization to mitigate existing safety deficiencies. The program will enhance public health and safety for users of the city's transportation system.

Operating Budget Impact: Maintenance costs will be dependent upon the improvements implemented.

CAPITAL INITIATIVE REQUESTS

City Hall Maintenance

\$30,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for on-going interior maintenance, including but not limited to replacing cabinetry in multiple breakroom floors, pressure washing and sealing brick sidewalks, painting walls and trim, etc. In addition, repairs to the custom stained moldings throughout the main floor which will require procurement of a third-party vendor to perform the work.

The FY2024 funding will go towards pressure washing the exterior, door and trim painting/staining, lighting upgrades and cabinetry repairs/replacements. Operating Budget Impact: This program decreases facility maintenance costs.

Recreation Facility Renovations

\$30,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the renovation and maintenance of recreation facilities. For FY 2024, the priorities are: North Point Greenway Restroom interior painting and updating of fixtures, partitions, toilets, and countertops; exterior door replacements at Union Hill Park and North Point Greenway Restrooms; interior painting at Crabapple; replacement of partitions, fixtures, toilets, and countertops at Union Hill Park restrooms; exterior painting of Recreation Center; upgrades to the handicap ramp and front entrance to the Crabapple gym; and interior painting of the Crabapple gym. These maintenance initiatives are aimed at improving the functionality and aesthetics of the facilities. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Public Works Headquarters Renovations

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This Request is for the renovation and maintenance of the Public Works Headquarters.

FY 2024 funding will be used to remodel men's and women's bathrooms in the front of the building, flooring for offices and upstairs, and cove base for associated flooring replacement. Previous funding has been utilized to replace flooring in the break area and hallways, training room and east wing. Both breakroom bathrooms and the east wing have been remodeled with previous funding. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Guardrail Maintenance

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for maintenance, such as painting, replacement, and upgrade, of existing guardrails throughout the City. Guardrails are crucial to keeping roadways safe by helping to prevent minor accidents from escalating to major accidents. One example of necessary guardrail maintenance is cleaning and repainting of multiple guardrail segments along Mansell Road between Haynes Bridge Road and Old Alabama Road Connector. Operating Budget Impact: Maintenance funding is included within this initiative.

Streetlight Expansion

\$70,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for installation of new street/pedestrian lighting in neighborhoods and areas of the City where currently limited illumination is evident.

Older neighborhoods in the City do not meet today's illumination standards and require extra lighting for safety. Neighborhoods identified as needing more lighting are primarily located on the west side of town. Subdivisions such as North Farm, North Towne at Andover, Burnett Way, Northfield, Spence's, Foxhaven, etc. have all inquired about adding more streetlighting in their neighborhoods for safety. This capital item would start addressing these areas on an as needed/requested basis. Funding would also allow phasing-in of lighting along Haynes Bridge Road from Academy Street to Old Milton Parkway. Operating Budget Impact: Will result in additional maintenance (light replacement, etc.) and utility costs and are estimated at \$3,000 annually.

Pavement Resurfacing/Preservation for Parks

\$575,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the on-going maintenance of pavement within the city's park facilities. Preservation of the roads, driveways, and parking lots increases their life expectancy. Without preservation, these pavements will deteriorate and be more costly to repair. FY 2024: Re-paving of Webb Bridge Park parking lots 1, 3, and 4. These parking lots will require major repairs with possibly full rebuild of parking lots or soil cement. The price requested reflects the worst-case scenario. Further geotechnical exploration will be performed to determine the appropriate scope of work. All pricing for parks includes removal and installation of all existing wheel stops and re-striping of parking spaces, etc. Operating Budget Impact: This program decreases asphalt maintenance costs as the surface is less susceptible to potholes and road surface deterioration.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Parking Expansion: Public Safety Headquarters

\$280,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance

Description: Due to the increased number of individuals accessing the Public Safety Headquarters, additional parking needs are desired. This request is for funding to construct an additional 22 parking spaces along the main entrance off Westside Parkway to the Public Safety Headquarters complex. Design was funded in FY 2019 and completed by staff. Potential funding offsets through impact fee funds.

Operating Budget Impact: Incremental maintenance costs, including landscaping and litter control, are currently estimated at \$500 annually. Resurfacing and striping costs will not be incurred during this CIP period.

Mid-Broadwell Crosswalk at Fire Station Light

\$180,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Transportation and Traffic

Description: This funding request is to convert the existing emergency traffic signal to a hybrid emergency-pedestrian crossing light. This will provide a crosswalk for pedestrians in the proximity of Mid-Broadwell Park to cross Mid-Broadwell Road. Design work will be done by in-house staff. This work is dependent on the completion of the Mid-Broadwell Road Park Project.

Operating Budget Impact: Increase in utility costs for the additional electricity and minor maintenance costs.

Kimball Bridge Rd Improvements (Waters Rd to Ocee Elem.; design) \$250,000

2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: This request is for design funding for roadway improvements along Kimball Bridge Road between Waters Road and Buice Road. Improvements will include the addition of left-turn lanes along Kimball Bridge Road to serve all intersections with South Kimball Bridge Crossing and Bracebridge Road. The project will also investigate adding improvements like replacing the signal at the intersection with Glen Abbey Drive/Tuxford Drive with a roundabout.

The project's goal is to provide these improvements along the corridor to slow vehicles and improve pedestrian safety. Cost savings can be accomplished in construction by pairing the project up with the 60" water transmission line work by the County along Kimball Bridge Road from the cemetery to Buice Road.

Fulton County Water was a distribution pipe (50+ inches in diameter) to be installed along Kimball Bridge Road from Waters Road to Buice Road. A continuation of the pipe will

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

traverse along Buice Road to Old Alabama. The planning of the improvements along Kimball will be coordinated with the County's water line project.

Funding for remaining design, right-of-way, and construction of the improvements would be requested in future year capital plans and is currently estimated at \$5.6 million.

Operating Budget Impact: N/A for the design phase. Operational costs for future buildout are heavily dependent upon the design and undeterminable at this time.

Haynes Bridge Road Lane Diet and Linear Park (design) \$250,000

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Economic Development

Description: This project intends to provide a wider sidewalk (approximately 12') on both sides of Haynes Bridge Road from Old Milton Parkway to Rainwater Boulevard and a linear park along the southern side of the road. The Linear Park would create a new kind of playground for children of all ages. The park consists of 6 different play areas and approximately 1.9 acres of the landscape area.

The FY 2024 funding request is to prepare multiple concept designs and construction cost estimates.

Operating Budget Impact: N/A for the design phase.

Waters Road Sidewalk Improvements (right-of-way) \$100,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: This funding request is for the purchase of right-of-way for the eventual installation of 1,340 linear feet of sidewalk to fill in two gaps along the east side of Waters Road. Citizens of Waters Road have expressed concerns about individuals driving at excessive speeds. Installation of these sidewalks would provide a continuous sidewalk along both sides of Waters Road. Pedestrians would only need to cross Waters Road at signalized intersections: Kimball Bridge Road and Jones Bridge Road.

Design of these sidewalk segments has been completed by in-house staff.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.1 million. Operating Budget Impact: N/A for the right-of-way acquisition phase.

CAPITAL INITIATIVE REQUESTS

Providence Road Sidewalk Improvements (right-of-way)**\$100,000**2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: Citizens living along the east side of Providence Road have requested the installation of sidewalks to provide connectivity to both Downtown Alpharetta and Providence Park. This request is for the purchase of right-of-way for the eventual installation of approximately 3,900 linear feet of sidewalk along the east side of Providence Road from the existing sidewalk at Weatherstone Way north to the City Limits.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.1 million. Operating Budget Impact: N/A for the right-of-way acquisition phase.

Henderson Parkway Traffic Calming (design)**\$50,000**2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: Traffic speeding is still a safety concern on Henderson Parkway, although the following three intersections have already been equipped with all-way stop signs and speed bumps: 1) Henderson Parkway at Henderson Place; 2) Henderson Parkway at Brookridge Terrance/Millstone Court; and 3) Henderson Parkway at Somerset Lane. Approximately 85% of the vehicles are traveling in excess of 10 mph over the posted speed limit of 25 mph.

To encourage lower driving speeds on Henderson Parkway and improve the roadway safety for pedestrians, bicyclists, and motorists, multiple scenarios could be studied, such as: 1) wider sidewalk and landscaped area along with narrower travel lane width; 2) mini roundabouts; 3) chicanes - curve in a road, added by design rather than dictated by geography. This request is to fund a comprehensive study and develop concepts for improvements along Henderson Parkway to reduce vehicular speeds and improve pedestrian safety. Operating Budget Impact: N/A for study phase.

Wills Drive Sidewalk Improvements (design/right-of-way)**\$40,000**2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: This funding request is for design and the purchase of right-of-way for the eventual installation of 475 linear feet of sidewalk to fill in a gap along the east side of Wills Drive between Trammell Drive and Milton Avenue. Installation of this sidewalk would

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

provide a continuous sidewalk along the east side of Wills Drive from Old Milton Parkway to Milton Avenue.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$130,000. Operating Budget Impact: N/A for the design and right-of-way acquisition phase.

Traffic Signal Pole Painting and Maintenance

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request funds the continued paint maintenance of the city's traffic signal mast arms and pedestrian signals. Painting will coincide with the expected 7-10 year lifespan of the current signal pole painting plus miscellaneous general maintenance and touchups. The average total cost per intersection is approximately \$20,000. FY 2024 includes funding for two intersections. Operating Budget Impact: Maintenance funding is included within this initiative.

Alpharetta Technology Center Upgrades

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Economic Development

Description: This request is for upgrades to the Alpharetta Technology Center. The proposed upgrades requested for FY 2024 include the following:

- New partitions, fixtures and toilets/urinals in all bathrooms.
- New flooring in small bathroom closet next to large meeting space.
- Installation of new electrical receptacles in the startup lounge.
- Replacement of carpet throughout the entire building.

These upgrades will improve the functionality and aesthetics of the facility. Operating Budget Impact: Maintenance costs would decrease due to upgrades to existing facilities.

Parking Expansion: Alpharetta Arts Center (design)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This funding request is for the design of the parking lot expansion at the Arts Center. The existing parking lot provides 39 parking spaces. The proposed expansion would increase this number by 36 spaces to 75 (total). The parking lot expansion would be constructed atop the current detention pond. This will necessitate the creation of an underground detention system beneath the parking expansion. The use of permeable pavers in lieu of asphalt is proposed for the parking expansion. Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$900,000. Operating Budget Impact: Incremental maintenance costs, including landscaping and litter control, are currently estimated at \$1,000 annually. Resurfacing and striping costs will not be incurred during this CIP period.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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Encore Parkway 2-Way Bike Lane (design)

\$250,000

2023 City Council Priorities and Annual Action Plan:

- The Alpha Loop and Greenway
- Recreation, Parks, and Culture
- Economic Development

Description: The project consists of repurposing the 20+ feet of asphalt on the northern side of the bridge to accommodate 1 vehicular lane and a barrier separating a 2-way bike lane between the vehicular lane and the existing landscaped area. The existing 8' wide sidewalk will be devoted to walkers and runners. The project limits are from Northpoint Parkway to Westside Parkway. This project, along with the future Encore Greenway and Alpha Link Projects, will provide a safe travel way for cyclists to and from the Greenway.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.3 million. Operating Budget Impact: improvements will impact operational maintenance costs (landscaping, trail maintenance, etc.) but are undeterminable until design progresses.

Operating Initiative – Assistant Construction Manager (+1 FTE)

\$50,000

(\$103,500 operations/\$50,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: The City allocated over \$4 million last year and is planning to do such over the next 10 years towards stormwater work throughout the City. Much of the construction work is contracted out to contractors to resolve various stormwater issues. Work varies from replacing a structure, lining or replacing a pipe, or a large-scale construction project. The challenge the department is facing is adequate construction oversight of the contractors in the field. Public Works is requesting an Assistant Construction Manager Position (pay grade 307) to oversee various field operations regarding stormwater improvements. The position not only requires knowledge of reading construction plans, but problem-solving skills when unknown issues arise in the field.

Capital costs are estimated at \$50,000 and include funding for a vehicle purchase (and upfitting). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Operational costs in year one includes technology equipment (computer, phone, iPad, etc.), professional development, uniforms, general supplies, and fuel costs totaling \$7,500.

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CAPITAL INITIATIVE REQUESTS

Recreation, Parks & Cultural Services

Playground Equipment Replacement (Miracle League)

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: One of our park systems favorite amenities is our playgrounds. This program will allow for the replacement of all our playgrounds in a timely manner. FY 2024 funding will be used for replacement of the Miracle League Playground (behind Miracle Field) which was built in 2004. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Innovation Academy Soccer Field Fencing Enhancements

\$35,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This funding is for the replacement of the soccer field fencing at Innovation Academy for Field 2. There is 450 linear feet of 10' high fence and then along the homeowner's side of the field install a 20' high net approximately 100' in length. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Wood Lightpole/LED Replacement Initiative (3 fields)

\$800,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: Currently all athletic lights are a form of metal halide lights. These lights are expensive to operate, expensive to maintain and create a lot of light pollution. New LED lights would improve the playability of the fields and cost much less to operate and maintain. Currently the City has wooden light poles on (29) athletic fields and (15) tennis/pickleball courts. These wooden poles should be replaced with concrete poles and the fixtures replaced with LEDs.

FY 2024 includes funds for replacing the poles/fixtures with concrete poles/LED fixtures for 3 fields (approximately 13 wooden poles). The pole replacement improves safety, and the LED fixtures provide a much lower operational cost (energy and maintenance) and more optimal lighting for our park patrons. The FY 2025-2030 budget will execute phase 2 of the athletic pole and lighting initiative, where the remaining wooden poles (47) will be replaced with concrete poles and switched to more efficient LED lighting.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs coupled with energy savings through the conversion to LEDs.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Fleet Replacement (Qty: 3)

\$188,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the forecasted annual replacement of Recreation, Parks & Cultural Services vehicles. The replacement criteria are as follows: 1) when the department director determines it is no longer cost effective to retain the vehicle; 2) when either mileage or age reaches or exceeds 10-years of service or 125,000 miles; and 3) motorized equipment damaged in accidents shall be inspected by the Safety/Risk Administrator to determine feasibility of repairs as compared to replacement cost. FY 2024 includes replacement of (1) 2014 Ford F150 Truck (Unit RP1005 with 61,371 miles) to be replaced with a Ford Explorer, (1) 2014 F250 Truck (Unit RP7702 with 53,261 miles) and (1) 2011 Goshen Bus (Unit RP6948 with 20,466 miles). Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Park Security Repairs/Improvements

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Recreation, Parks, and Culture

Description: This project is for the installation, repair, and replacement of automatic locks on restroom doors throughout the park system; adding security cameras in strategic locations; call box repairs and/or installation of new boxes.

Automatic locks have been installed on restrooms at Windward Community Park, Union Hill Park, North Park (5 buildings), Cogburn Road Park, Innovation Academy (2) buildings, and the City Center Parking Deck. In addition, the vendor is waiting on parts before he can complete the Greenway North Point Restrooms. For FY 2024, automatic locks will be installed at Webb Bridge Park (4 buildings), Rock Mill Park (1 building), Wills Park (3 buildings), Equestrian Center (2 buildings), Mid Broadwell (1 restroom) and Waters Road Park if completed. Call boxes need battery replacement annually. Currently we have (23) call boxes. The batteries are \$104 each plus labor at approximately \$120/hour. They cost between \$5,000 - \$10,000 annually. Complete new boxes are approximately \$10,000 each. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recreation Activity Centers - Interior Renovations

\$450,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for design of an interior makeover of the Wills Park Recreation Center, Alpharetta Community Center, Adult Activity Center, the Arts Center lobby, hallways, restrooms, and common office space and the Preston Ridge Community Center. This project will be completed in multiple phases beginning in FY 2024 and ending in FY

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2028. The approximate size of the affected area is 5,800 square feet (lobby, hallways, restrooms, etc.).

FY 2024 request is for design and construction funds for the interior makeover of the Wills Park Recreation Center (lobby, hallways, restrooms, and common office space). These improvements will maintain the aesthetics and functionality of the facilities. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Design Services

\$20,800

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is to provide funding for various studies and professional services that arise each year from Council and/or Department initiatives. Such services may include revisions to Recreation Master Plans, construction plans for recreation amenities including pavilions, gazebos, etc. These types of studies and professional services are essential and will assist in forecasting the current market environment, recommend standards that will assist in policy decisions, and improve project completion timelines and functionality to maintain the high level of services our customers are accustomed to. Operating Budget Impact: N/A.

Park Shade Structures Replacement

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the replacement of shade structures and dugout covers throughout the park system. Shade structures/dugout covers reduce exposure to harmful ultraviolet rays, provide protection from the elements, keep the area cooler, protect the equipment, and increase the comfort level for participants and visitors. The shades will be replaced as they begin to fade or tear, improving the functionality and aesthetics. The FY 2024 funding will replace the existing shade fabric and paint the support post for 11 structures at Webb Bridge Park. Operating Budget Impact: Maintenance costs to decrease due to decline in repairs.

Park System Wayfinding Signage

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Communications that Connect
- Recreation, Parks, and Culture

Description: This project is the implementation of the park system wayfinding and signage plan developed in FY 2017. The purpose of the signage plan is to bring uniformity to the numerous signs in our entire park system. The plan defines a specific sign style that will become our “brand” and help park patrons easily identify Alpharetta parks. The plan recommends locations for signs to help visitors locate various amenities in the parks, such as fields, playgrounds, tennis courts, restrooms, etc. Signs within parks will be evaluated and prioritized for replacement. Staff will systematically replace signs using the new

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

guidelines outlined in the plan. Entrance upgrades were listed for all parks in the Master Plan and part of the upgrade includes signage. This is a multi-year initiative. The sign and wayfinding program is 60% complete. Park entrance signs, trail wayfinding in Wills Park, and Vehicular wayfinding in Webb Bridge Park have been completed. The focus for FY 2024 will be to complete the Greenway wayfinding program to include directional signage, the addition of 3 kiosks, and regularity signs. Operating Budget Impact: Maintenance/replacement costs to decrease due to decline in repairs as signage is newer.

Restroom Replacement (North Park: Fields 1-4)

\$700,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: The existing restroom/concession stand at North Park (fields 1-4) serves four softball fields, batting cages, and a playground. The facility is old and much too small for the number of users. The concept for the new restroom/concession building calls for 3100 square foot one-story facility to replace the existing structure. The restroom will double the number of stalls. In addition, the concession area will include a covered seating area to accommodate park patrons. Operating Budget Impact: Maintenance (including janitorial) and utility costs will increase along with the physical size of the restroom and is estimated at a minimum of \$1,250 annually and will be reflected in a future operating budget (once construction nears completion).

Webb Bridge Park Master Plan/Development (design)

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is for funds to develop a comprehensive Master Plan for Webb Bridge Park. Currently, there is significant property that is unused. This plan will provide the City with a clear vision for this park. Design funds are requested in FY 2024. Operating Budget Impact: N/A for the design phase.

North Park Master Plan/Development

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is for the development of a comprehensive master plan for North Park. The master plan will create a long-range vision for the park, prioritize park improvements, fill in service gaps and reduce redundancy, etc. Design funds are requested in FY 2024. Operating Budget Impact: N/A for the design phase.

Haynes Bridge Road Park Restroom

\$300,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, at the Haynes Bridge Road Park, visitors only have access to a Porta-John. This access park was opened in 1997. Funds were limited and plans were to construct a restroom at a later date. Although the need for a permanent restroom at this

CAPITAL INITIATIVE REQUESTS

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

facility is not specifically noted in the 2018 Alpharetta Recreation and Parks Master Plan, additional restrooms at the access points are the most requested improvement made by greenway users.

A pre-cast type restroom (like the one at Windward Community Park) is preferred. Due to current flood plain constraints, the project will entail more site work prep, design, and surveying than routine pre-cast restroom installations. Approximately 100' of sewer line will need to be installed. A waterline will have to be bored under Haynes Bridge Road and a new meter installed for connection to existing waterlines. Operating Budget Impact: Maintenance (including janitorial) and utility costs are estimated at a minimum of \$1,000 annually.

Marconi Drive Park Restroom

\$150,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, at Marconi Drive Park, visitors only have access to a Port-a-John. This access park was opened in 2011. Funds were limited and plans were to construct a restroom at a later date. Although the need for a permanent restroom at this facility is not specifically noted in the 2018 Alpharetta Recreation and Parks Master Plan, additional restrooms at the access points are the most requested improvement made by greenway users.

A pre-cast type restroom is preferred, like the one at Windward Community Park. Based on the cost of the Windward Community Park restroom, the estimated cost is \$100,000, including sewer and water connections. Operating Budget Impact: Maintenance (including janitorial) and utility costs are estimated at a minimum of \$1,000 annually.

Wills Park Pool Heater

\$100,800

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, the Wills Park Pool is open from Memorial Day to Labor Day for public usage. We are recommending adding a heater to the competition pool. This would allow for usage of the competition pool for approximately 10-months out of the year for such programs as year-round swim teams, additional classes (such as scuba, kayaking, standing paddle boards), water aerobics, master swim training, senior and adaptive swim, and increased rentals. The cost for the heater purchase, cover, and installation (including gas lines) scope is \$100,800. Operating Budget Impact: Maintenance and energy costs are estimated at \$6,000 annually.