



CITY COUNCIL MEETING & PUBLIC HEARING MARCH 18, 2024

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **WORK SESSION ITEMS**
 - A. **Presentation of Windward Parkway & Highway 9 Livable Centers Initiative (LCI) Study**
Discussion and presentation by MKSK Studios of the Windward Parkway & Highway 9 Livable Centers Initiative (LCI) Study.
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 3/4/2024)**
Consideration of approval of the City Council meeting minutes from the meeting of March 4, 2024.
6. **PUBLIC HEARING**
 - A. **Ordinance - Text Amendment Code of Alpharetta**
SECOND READING
The first reading of this item occurred during the March 4, 2024 City Council Meeting and Public Hearing.
Consideration of adoption of an Ordinance to amend Chapter 32, Parks and Recreation, of the Code of the City of Alpharetta, Georgia to amend rules and regulations for parks owned and operated by the City; to provide for effective dates; to repeal all ordinances in conflict herewith; and for other purposes.
7. **NEW BUSINESS**
 - A. **Resolution: Windward Livable Centers Initiative**
Consideration of adoption of a resolution of the Windward Parkway & Highway 9 Livable Center Initiative (LCI) Study.
 - B. **Change Order #1 to Purchase Order # 24000129 Foe Killer Watershed Flood Mitigation Design for Log Cabin Park**
Consideration of approval of RK&K's proposal for Change Order #1 to Purchase Order # 24000129 for design additions to the Foe Killer Watershed Flood Mitigation Log Cabin Park for an amount not to exceed \$120,385.00 and with authorization for the Mayor to execute all necessary documents.
 - C. **Request for Proposal 24-108: Canton Street Drainage and Pedestrian Improvements Design**
Consideration of approval of the award of RFP 24-108 to Moffatt & Nichol for the performance of the Canton Street Drainage and Pedestrian Improvements Design Services in an amount not to exceed \$119,837.00 and with authorization for the Mayor to execute all necessary documents.
 - D. **Agreement: City of Alpharetta and TrueNorth400 for Dryden Road Extension and Culvert Repair**
Consideration of approval of an agreement between City of Alpharetta and North Fulton Community Improvement District d/b/a True North 400 for Design, Right of Way and Construction of the Dryden Road Extension and Culvert Repair and with authorization for the Mayor to execute all necessary documents.
 - E. **Memorandum of Agreement: GDOT and City of Alpharetta for Waters Road Bridge Project**
Consideration of approval of the Memorandum of Agreement between the City of Alpharetta and the Georgia Department of Transportation for work associated with the replacement of the Waters Road

Bridge over Long Indian Creek and with authorization for the Mayor to execute all necessary documents.

F. Purchase Approval: Replacement of Four Public Safety Vehicles

Consideration of approval to purchase four (4) public safety vehicles in a total amount of \$265,556.44, which includes purchasing four (4) replacement vehicles from Wade Ford through the competitively procured State Contract 99999-001-SPD0000183-0006, totaling \$177,152 and upfitting the four (4) replacement vehicles from Dana Safety Supply Inc. through the City's competitively procured On-Call Public Safety Vehicle Upfitting contract totaling \$88,404.44, and with authorization for the Mayor to execute all necessary documents.

G. Purchase Approval: One Vehicle for the Fire Department

Consideration of approval of the purchase one (1) vehicle in an amount totaling \$71,744.21, which includes purchasing one (1) Chevrolet Silverado from Hardy Chevrolet through the competitively procured State Contract 99999-001-SPD0000183-0002 for \$52,939.80 and upfitting this vehicle from Dana Safety Supply Inc. through the City's competitively procured On-Call Public Safety Vehicle Upfitting contract totaling \$18,804.41, and with authorization for the Mayor to execute all necessary documents.

H. Request for Proposal 24-109: Firefighter Turnout Gear

Consideration of approval of the award of RFP 24-109 to Bennett Fire Products Co., Inc. for firefighter turnout gear, approval of a one-year contract, and with authorization for the Mayor to execute all necessary documents.

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

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

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: March 18, 2024

AGENDA ITEM: PH-24-08 WINDWARD PARKWAY & HIGHWAY 9 LIVABLE CENTERS INITIATIVE (LCI) STUDY

Presentation and discussion by MKSK Studios of the Windward Parkway & Highway 9 Livable Center Initiative (LCI) Study.

STAFF RECOMMENDATION:

For work session and presentation only.

ITEM DESCRIPTION:

Created as a way to reduce vehicle miles traveled and improve air quality, the Atlanta Regional Commission's Livable Centers Initiative (LCI) is a program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles, and provide improved access to jobs and services. The City of Alpharetta partnered with the City of Milton in 2011 to complete an LCI Study for the Windward Parkway/Highway 9 area. A plan was adopted in 2012 that details a vision for the future of the study area based on a thorough planning process that included input from community leaders, stakeholders, and a series of public workshops.

While progress has been made as a result of the 2012 Highway 9/GA 400 Area Master Plan LCI including new development regulations in Milton and improvements to Windward Parkway in Alpharetta, significant change has occurred in the Windward Parkway/Highway 9 area over the last ten (10) years. The changing economic market, consumer demands, and new mobility opportunities necessitate review of challenges and opportunities that impact development patterns and mobility investments. In addition, as a corridor planned to receive a Bus Rapid Transit (BRT) station related to the GA 400 Major Mobility Investment Program (MMIP) project, as well as with current development trends moving away from big box stores and separated land uses, the Windward Parkway/Highway 9 area requires an updated community vision and action plan achievable through the 10-Year LCI Study Update.

On October 17, 2022, Mayor and Council approved an Intergovernmental Agreement between the City of Alpharetta, the City of Milton, and True North 400 to update the Windward LCI. The agreement outlines how costs are shared, funds paid, as well as other important details.

A kickoff meeting for the LCI Study was held on February 24, 2023, with the project reaching conclusion in February 2024. A Core Group, consisting of property owners, residents, and business owners, was assembled to help guide the process and provide valuable input into the study. The public participation plan included two (2) community meetings, one (1) online survey, and four (4) core group meetings. The final study includes an existing conditions assessment, market study analysis, and final recommendations report.

ATTACHMENTS:

- Alpharetta Final Windward Presentation



**Windward
Parkway &
Highway 9**
Strategic Master Plan

Plan Summary

Alpharetta City Council | March 18, 2024



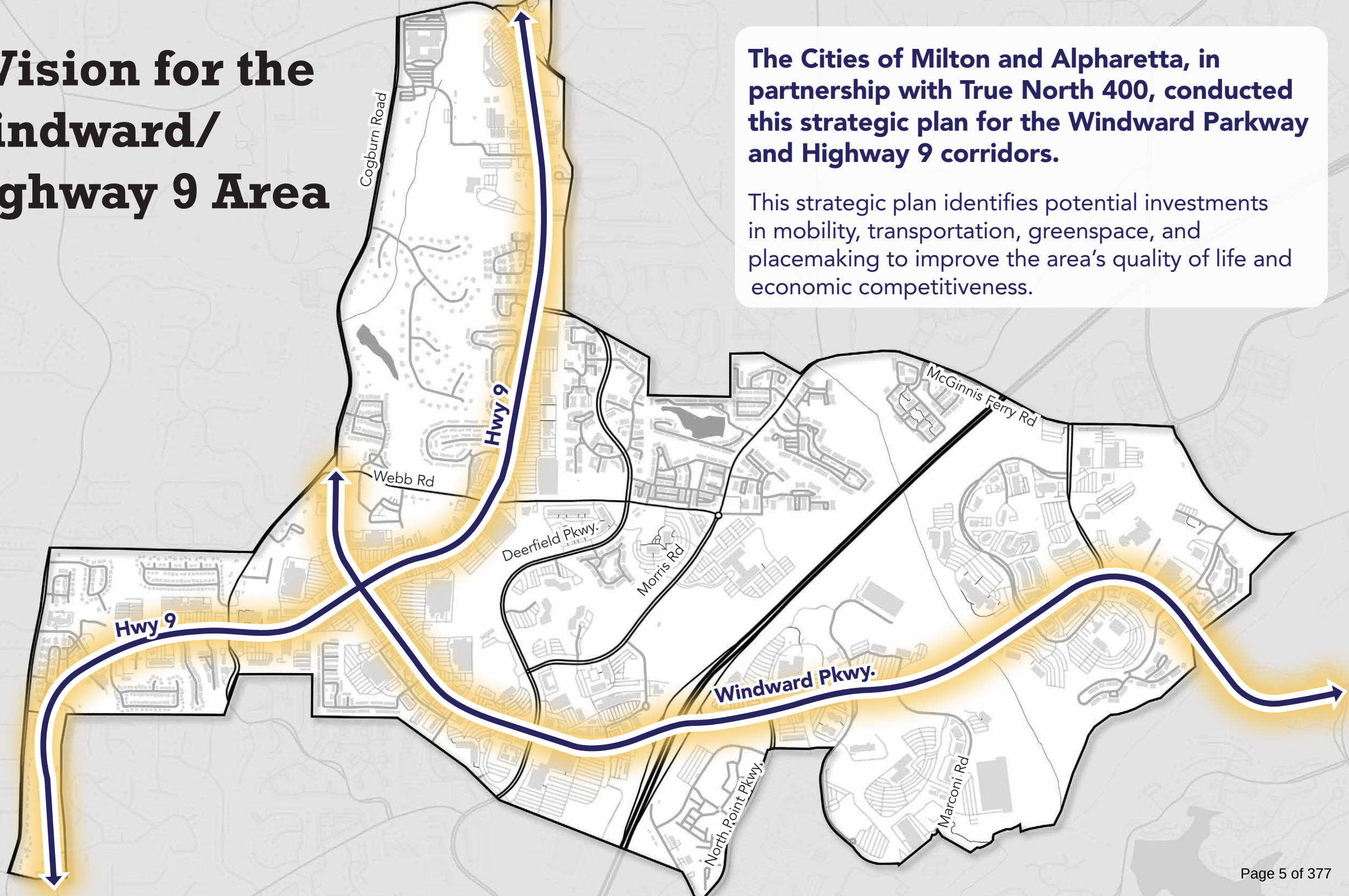
TRUENORTH400



A Vision for the Windward/ Highway 9 Area

The Cities of Milton and Alpharetta, in partnership with True North 400, conducted this strategic plan for the Windward Parkway and Highway 9 corridors.

This strategic plan identifies potential investments in mobility, transportation, greenspace, and placemaking to improve the area's quality of life and economic competitiveness.



How We Engaged

2 Community Meetings

1 Online Survey

90

Total people in attendance at two community meetings directed to Study Area residents

808

Total Responses to an Online Survey directed at Study Area Employees

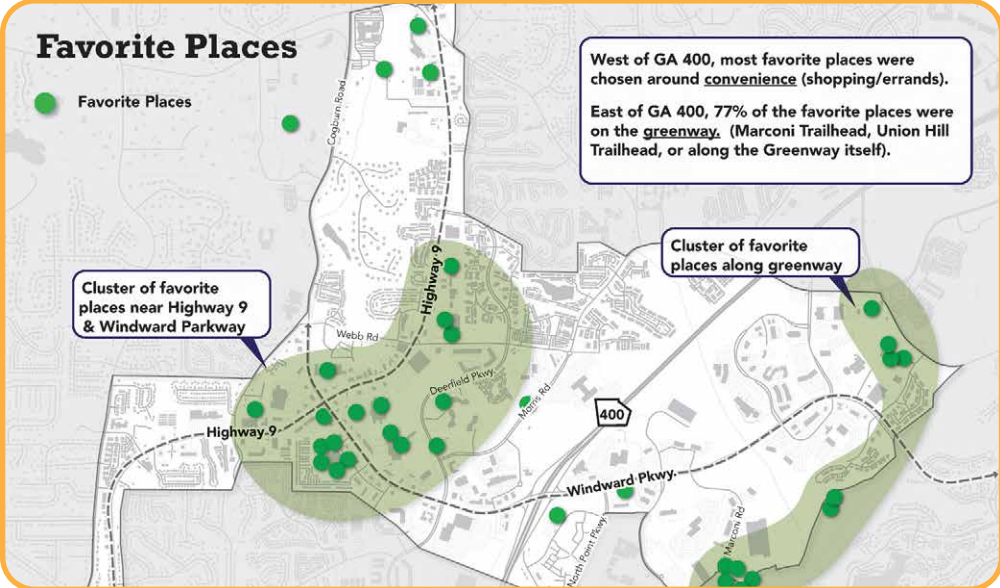
4 Meetings with a Core Group of community leaders

The Windward Parkway & Highway 9 Strategic Master Plan was guided by a Core Group of Milton and Alpharetta business owners, residents, and community leaders.

Other Meetings:

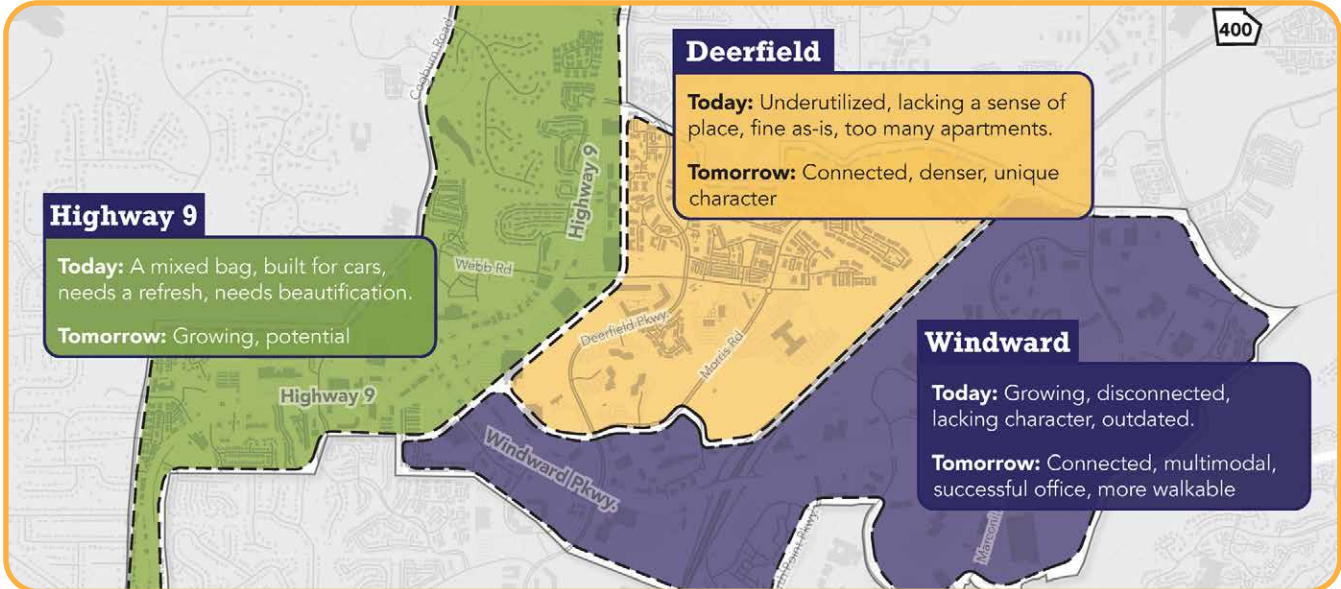
- Workshop with Milton City Council
- Presentation to Alpharetta Development Authority
- Site Visits and City Staff Meetings

Community Meetings: What We Learned



90+

Total people attended both meetings, on May 24 and November 15 of 2023.



Online Survey: What We Learned

808

Total responses between May 22 and June 16 of 2023, shared to key stakeholders and businesses.

I Would Spend More Time in the Study Area If...

- › My **commute/traffic** wasn't this bad.
- › Had **mobility options** other than driving.
- › It included **more safe spaces** for all ages.
- › **Restaurants** were more varied & accessible.
- › There were more areas like **Avalon/Halcyon**

57%

Are currently in a hybrid working arrangement, with 39% fully on-site, and 4% fully remote.

Half of employees surveyed would be more likely to come into the office if there were improvements to the built environment.

"Better walking connections to recreation areas, dining, and entertainment."

"More gyms, dining options, gas stations, on the business/neighborhood side of Windward Parkway - most shopping and dining is only on the Hyw 9 side."

76%

of employees are willing to walk/bike under 20 minutes for lunch, errands, or drinks.

Five Key Takeaways from Our Engagement

2 Community Meetings

1 Online Survey

4 Meetings with a **Core Group** of community leaders

Improving mobility is key to the success of the area.



The area lacks authentic and local experiences.



The quality of the built environment and amenities will influence working arrangements for large employers.



There is a need for additional parks and open spaces.



Major roadways divide as well as connect the district.



Four Big Ideas

1

Connecting the Dots

Getting to and through the district

"Traffic is the least appealing thing about working in the area...it is already too inconvenient to do any shopping or food pickup on the way home because I know I'm going to have to fight through aggravating traffic.

(Survey Respondent)

2

Serenity & Amenity

Drawn to the office

"I work in a corporate office where individuals walk to their vehicles and drive to local food destinations that are EASILY walking distance from the office the work in."

(Survey Respondent)

3

Ales to Trails

The local live/work/visit experience

"Better walking & running trails that connect to the Greenway. Better non-chain restaurants that create a stronger community. Better sidewalks, crosswalks to make it more friendly to pedestrians."

(Survey Respondent)

4

Real Estate Positioning

A competitive niche for long term success

"The Windward Tech District, developed as the premiere office address of the 1990's remains in very good shape today...with certain key improvements, will be well-positioned to meet the needs of Alpharetta's business and residential markets."

(ULI TAP)

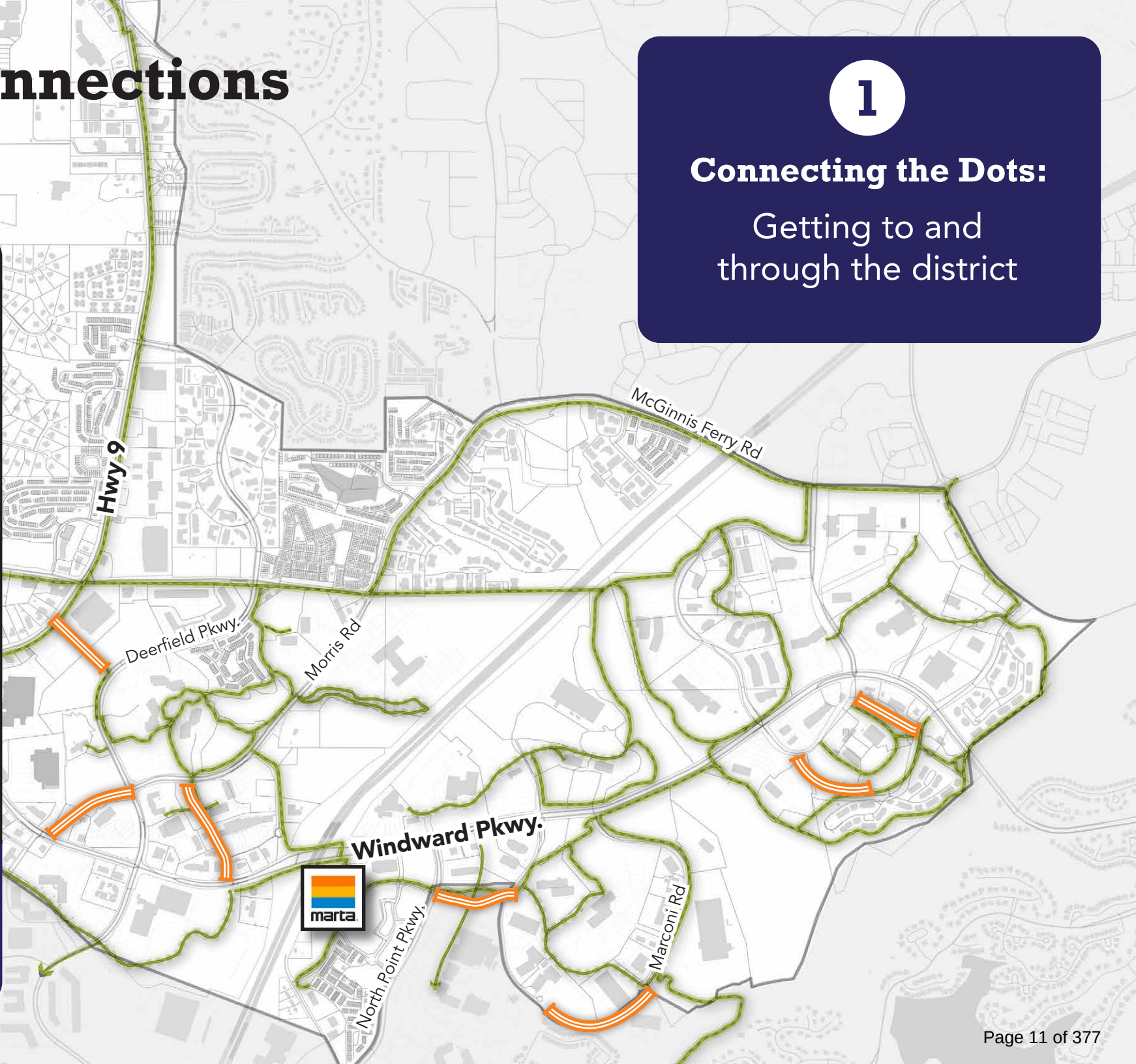
Street and Trail Connections

1

Connecting the Dots:
Getting to and
through the district



-  Street Connection
-  Trail (Existing & Proposed)



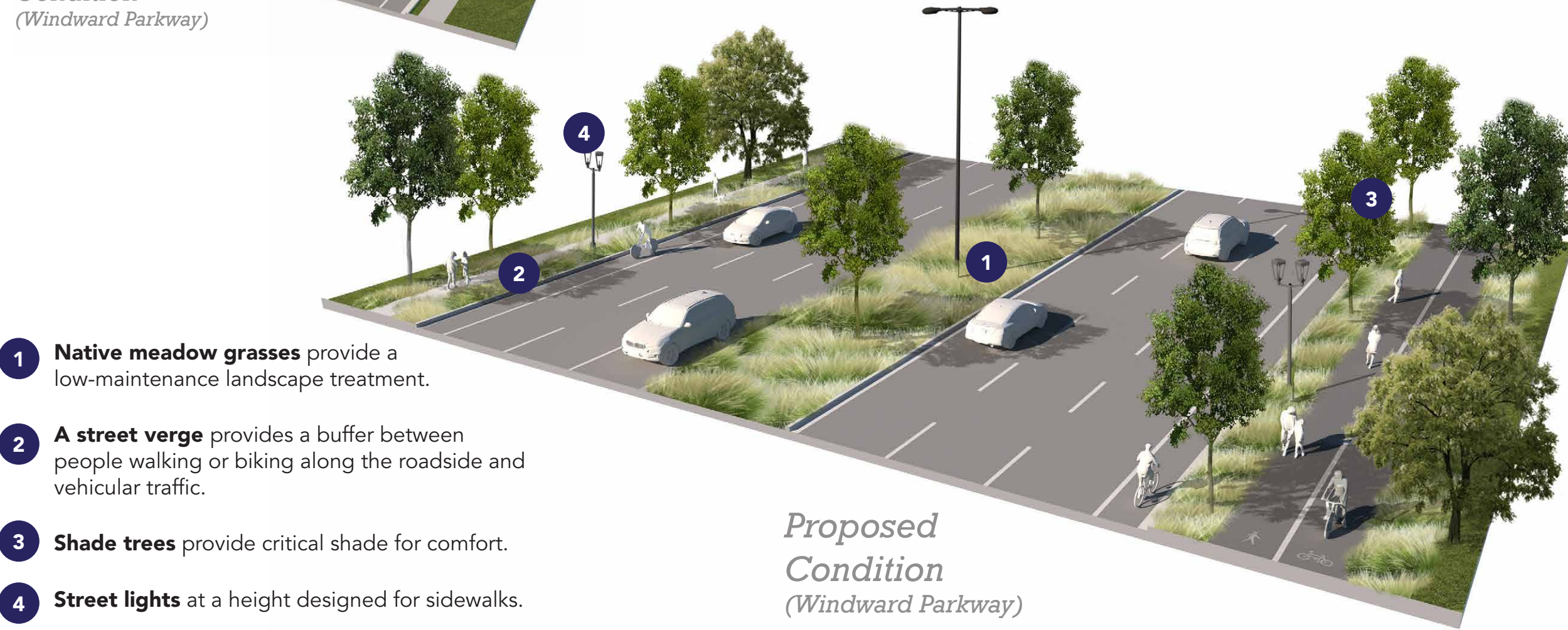
The Future Windward Parkway



*Existing
Condition
(Windward Parkway)*

1

Connecting the Dots:
Getting to and
through the district



- 1 **Native meadow grasses** provide a low-maintenance landscape treatment.
- 2 **A street verge** provides a buffer between people walking or biking along the roadside and vehicular traffic.
- 3 **Shade trees** provide critical shade for comfort.
- 4 **Street lights** at a height designed for sidewalks.

*Proposed
Condition
(Windward Parkway)*

The Camp Creek Trail System

The Future Camp Creek Trail along a Study Area Street



2

Serenity & Amenity:
Drawn to the office



How a trailhead could look in an office campus parking lot



Trail Lighting & Signage

Trailheads & Amenities



**Mainline Trail**

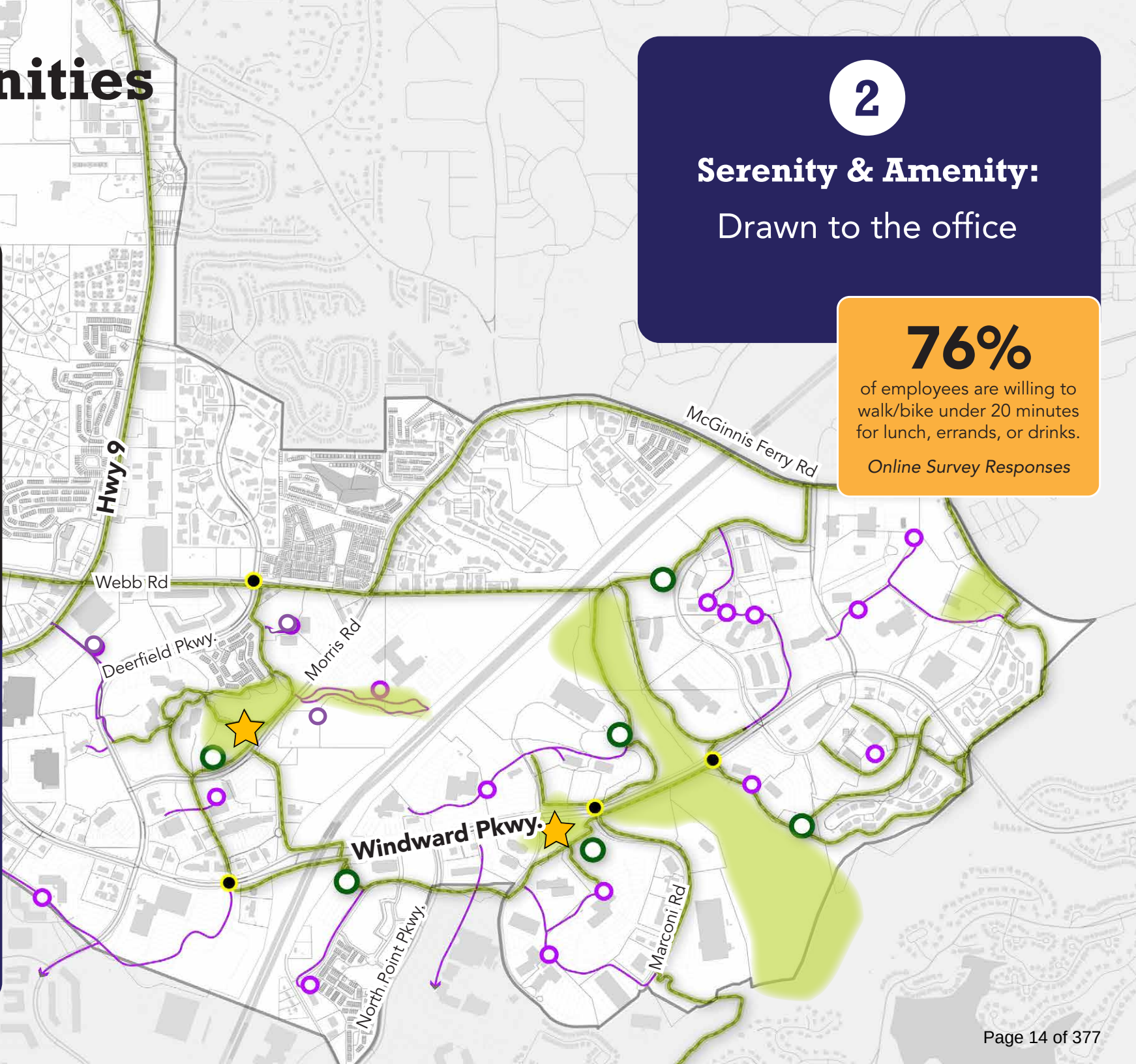
**Secondary Trail (Privately Funded/
with Redevelopment)**

**Major Placemaking Investment**

**Public Trailhead**

**Campus Amenity**

**Signature Road Crossing**



2

Serenity & Amenity:
Drawn to the office

76%

of employees are willing to walk/bike under 20 minutes for lunch, errands, or drinks.

Online Survey Responses

Placemaking and Identity Strategy



Build on Enduring Assets

Place Campaign

Small, concentrated **clusters of distinctive character and rich experience** - anchored by existing green assets - that shape the perception of the greater district.



Build around Evolving Assets

Social Campaign

Well-coordinated, **consistent sharing of notices, news, profiles and stories** that support local businesses, daily living and the daily economy of the district.



Build for People

Experiential Campaign

A diverse program of daily/weekly programming - **public events and activities** - appealing to district employees as well as a wide range of local audiences and visitors

3

Ales to Trails:

The local live/work/visit experience

Place Campaign: Two Community Destinations

3

Ales to Trails:
The local live/work/
visit experience

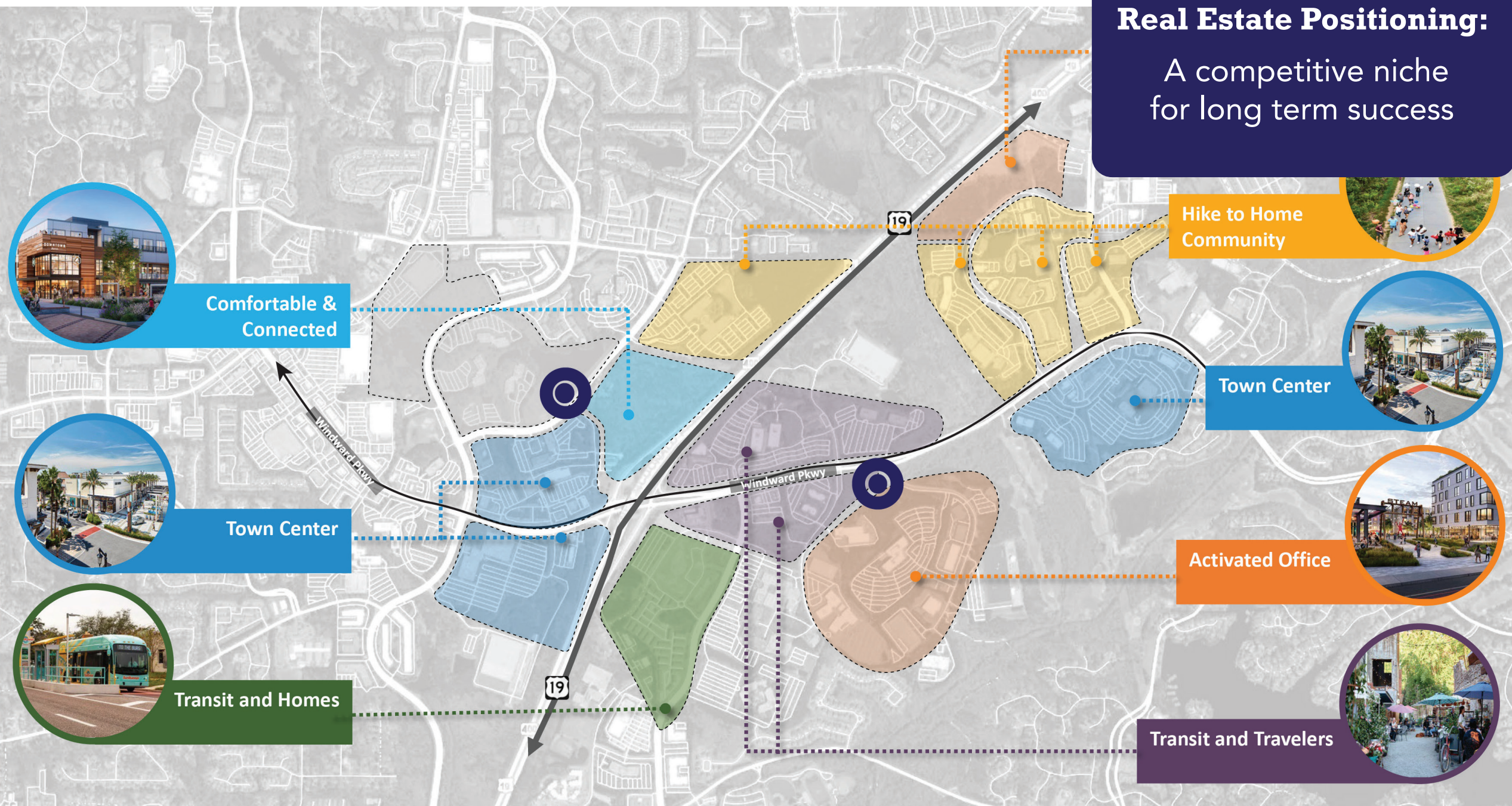


Strategies for Fresh Investment

4

Real Estate Positioning:

A competitive niche for long term success

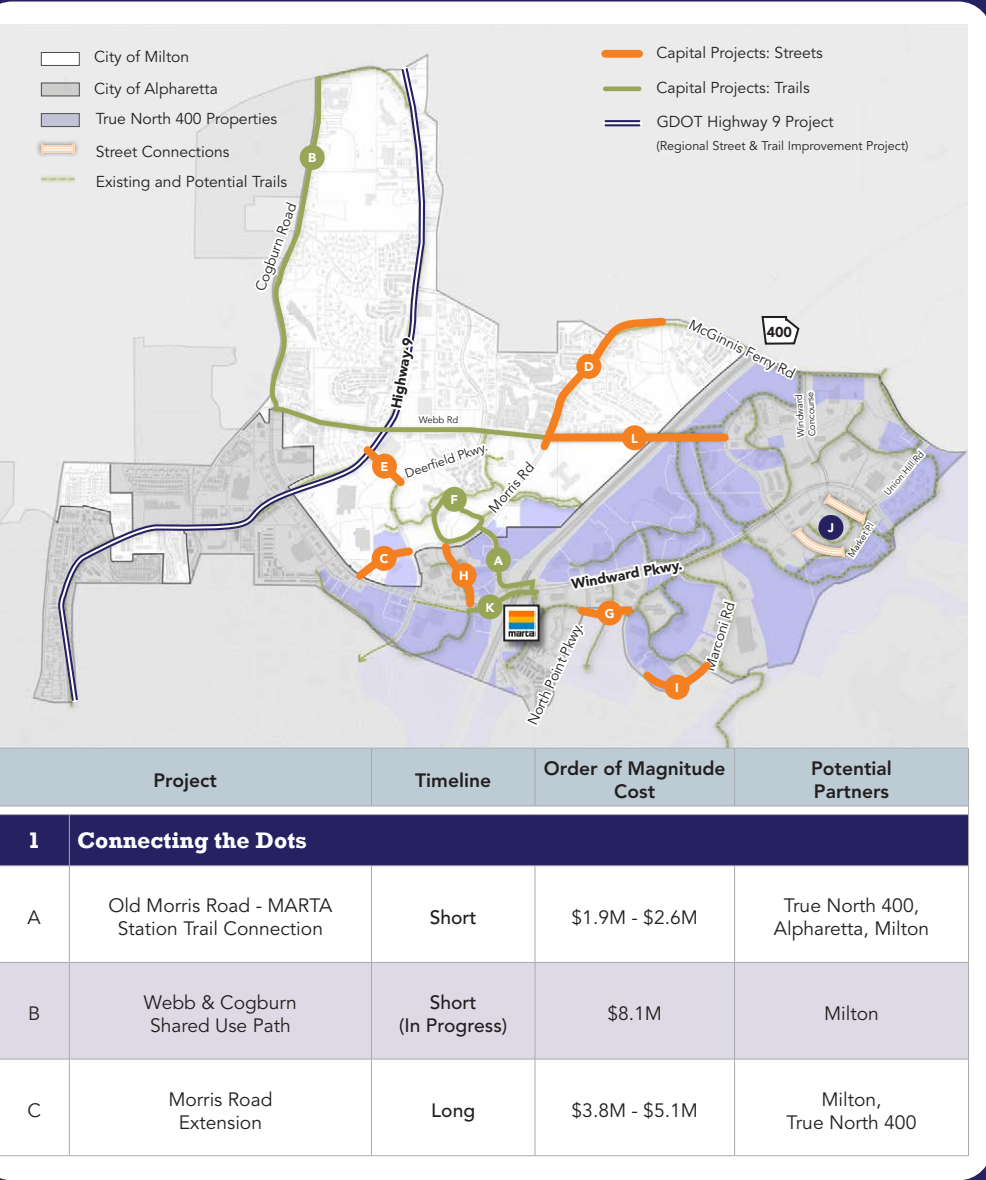


Implementation Framework

The document’s last chapter includes a strategy to translate the plan’s four ideas into exciting realities, divided into the following project types:

- 1. Capital Projects:** Built improvement of transportation facilities, public spaces, and supporting infrastructure.
- 2. Public-Private Partnership Projects (PPP Projects):** Public facilities constructed through a combination of public and private investment.
- 3. Enabling Studies:** Follow-up design, engineering and/or technical feasibility studies.
- 4. Public Policy:** Policies and programs to be adopted by local, county and/or state government to align market mechanisms with planning and development goals.

The Implementation chapter maps future projects, and provides a matrix that guides on timeline, partners, and cost.



Thank You



**Windward
Parkway &
Highway 9**
Strategic Master Plan

TRUENORTH400



MILTON
EST 2006



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: March 18, 2024

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 3/4/2024)

Consideration of approval of the City Council meeting minutes from the meeting of March 4, 2024.

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the minutes from the March 4, 2024 City Council Meeting.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Meeting on March 4, 2024.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 3.4.2024



City Council Meeting & Public Hearing

MARCH 4, 2024

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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

1. CALL TO ORDER

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

2. ROLL CALL

• Council Members

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

• Council Members Absent

- Brian Will
- Fergal M. Brady

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- James Drinkard, Assistant City Administrator
- Adam Montgomery, Director of Information Technology
- John Robison, Director of Public Safety
- Lauren Shapiro, City Clerk
- Kathi Cook, Director of Community & Economic Development
- Morgan Rodgers, Director of Recreation, Parks & Cultural Arts Services
- Pete Sewczwicz, Director of Public Works

- Tom Harris, Director of Finance

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. WACKY WORLD PLAYGROUND DONOR RECOGNITION

- Wacky World Chairman, Jeremy Scott, came forward to recognize The Evans Family for their generous contribution of \$100,000 for the rebuild of Wacky World Playground.

5. WORK SESSION ITEMS

A. Alpha Loop Priorities

Staff presentation and City Council Discussion of priority areas of the Alpha Loop construction.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The Alpha Loop from Chelsea Walk to Northwinds is wrapping up, and the anticipated opening is Q2 2024. Currently, the City has funds within the Parks Bond Account in the amount of \$7.5M dedicated to constructing a tunnel under Haynes Bridge Road to extend the Alpha Loop from Northwinds Summit to the future Alpha Link. The CID and the City partnered on the project, and the CID hired a design team and the City would allocate dollars towards construction.
- Unfortunately, the cost of the tunnel far exceeded available funds, and the CID is aware of this. The City has a decision where to allocate the \$7.5M from the Parks Bond Referendum. Attached to the report is an exhibit depicting various phases of the Alpha Loop: planned, under design, under construction, and existing. The \$7.5M can go towards various portions of the Alpha Loop.
- Staff recommends moving forward with the first 5 locations described below:
 - Extend an 8' wide sidewalk down Westside from Village Tavern to Haynes Bridge Road;
 - Roswell Street – Old Milton Parkway to Old Roswell Street (east side);
 - Roswell Street – Devore Road to OMP (west side);
 - Devore Road – End of Maxwell Development to HBR; and
 - Crossing at Grade of OMP (Chelsea Walk to Thompson Street)

CITY COUNCIL DISCUSSION

- Council Member Mitchell shared that it would be helpful to have flashing pedestrian lights at Old Milton Parkway and Haynes Bridge Road.
- Council Member Hipes asked if there would be any other signals installed to alert drivers in areas where there is a higher volume of pedestrian traffic. He also asked

about the connection from Thomson Street to Chelsea Walk and suggested claiming the area on Kingry Lane that the city owns. He would not be in favor of spending money on the circular bridge near Village Tavern and would encourage the Alpha Loop to be a true trail experience, and not a sidewalk along a roadway.

- Mayor Gilvin shared that he did not see the cost benefit of the connection of the circular bridge. In regards to the pedestrian crossing at Old Milton Parkway, he is a little concerned with having two lights at such a short distance. He would also love to make Kingry Lane a beautification project. He would like to know the dollar amount associated with each project to help weigh the cost benefit of each project task.

B. Shopping Cart Containment Ordinance

City Attorney presentation and City Council discussion of a potential shopping cart containment ordinance.

- Assistant City Administrator, James Drinkard, and City Attorney, Molly Esswein, came forward to present this item.
- There has been an increasing trend of shopping carts being taken from store properties and later abandoned at locations throughout Alpharetta, often along sidewalks, near bus stops, in public parks, and on undeveloped private properties. Abandoned shopping carts are a visual blight as well as potential hazards for pedestrian and vehicular traffic on streets, sidewalks, pathways, flood control property, and private property.
- Mayor Gilvin shared that he believed that this is a step in the right direction.
- Council Member Mitchell asked if each store would determine how to ensure the management and enforcement of their carts.

6. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 2/19/2024)

Approval of the City Council Meeting Minutes from the meeting of February 19, 2024.

B. City Council Meeting Minutes (Meeting of 2/26/2024)

Approval of the City Council Meeting Minutes from the meeting of February 26, 2024.

C. Alcoholic Beverage License Application

Consideration of approval of the following alcoholic beverage license application:

1. PH-24-AB-02 Jalomane, LLC d/b/a Zazza Restaurant and Lounge
124 Devore Road, Alpharetta, GA 30009

Eating Establishment

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Jalomane, LLC
Registered Agent: Vania Mane

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the Consent Agenda.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).

7. PUBLIC HEARING

A. Ordinance – Text Amendment Code of Alpharetta

First Reading

Consideration of adoption of an Ordinance to amend Chapter 32, Parks and Recreation, of the Code of the City of Alpharetta, Georgia to amend rules and regulations for parks owned and operated by the City; to provide for effective dates; to repeal all ordinances in conflict herewith; and for other purposes.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- City Administrator, Chris Lagerbloom, came forward to present this item.
- If approved, this Ordinance would amend Section 32-4(a)(1) of the Code of Ordinances of the City of Alpharetta to allow for alcoholic beverages to be served, consumed, or transported in city parks or recreation facilities only in designated event venues during city sponsored events or during an event in Union Hill Park for which a permit has been issued by the director of recreation, parks, and cultural services as contemplated by this section.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the adoption of an Ordinance to amend Chapter 32, Parks and Recreation, of the Code of the City of Alpharetta, Georgia to amend rules and regulations for parks owned and operated by the City; to provide for effective dates; to repeal all ordinances in conflict herewith; and for other purposes.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (5-0).

8. NEW BUSINESS

A. Resolution: Fiscal Year 2025 City Council Priorities and Annual Action Plan

Consideration of adoption of a resolution adopting the Fiscal Year 2025 City Council Priorities and Annual Action Plan.

- City Attorney, Molly Esswein, read the Resolution title aloud.

- City Administrator, Chris Lagerbloom, came forward to present this item.
- During the 2024 Annual City Council Planning Retreat, the Mayor and City Council identified five top priorities and five priorities to help guide city staff and the Mayor and City Council as they are conducting City business during the next Fiscal Year. City staff took those priorities and developed a written plan to communicate the goals and initiatives for the City over the next fiscal year.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the adoption of a resolution adopting the Fiscal Year 2025 City Council Priorities and Annual Action Plan.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

9. PUBLIC COMMENT

- There were no public comments.

10. REPORTS

- Council Member Mitchell congratulated Senator Brandon Beach for his efforts to pass legislation that prohibited adversarial companies from buying land near military bases.

11. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

12. ADJOURNMENT

- ❖ Council Member Hipes offered a motion to adjourn the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (5-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 7:13 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: March 18, 2024

AGENDA ITEM:

Ordinance - Text Amendment Code of Alpharetta

SECOND READING

The first reading of this item occurred during the March 4, 2024 City Council Meeting and Public Hearing.
Consideration of adoption of an Ordinance to amend Chapter 32, Parks and Recreation, of the Code of the City of Alpharetta, Georgia to amend rules and regulations for parks owned and operated by the City; to provide for effective dates; to repeal all ordinances in conflict herewith; and for other purposes.

STAFF RECOMMENDATION:

Adopt an Ordinance to amend Chapter 32, Parks and Recreation, of the Code of the City of Alpharetta, Georgia to amend rules and regulations for parks owned and operated by the City; to provide for effective dates; to repeal all ordinances in conflict herewith; and for other purposes.

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:

Georgia Law allows municipalities to adopt ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision.

If approved, this Ordinance would amend Section 32-4(a)(1) of the Code of Ordinances of the City of Alpharetta to allow for alcoholic beverages to be served, consumed, or transported in city parks or recreation facilities only in designated event venues during city sponsored events or during an event in Union Hill Park for which a permit has been issued by the director of recreation, parks, and cultural services as contemplated by this section.

The first reading of this item occurred during the March 4, 2024 City Council Meeting and Public Hearing. There have been no changes since the first reading.

ALTERNATIVES:

Do not adopt the ordinance.

ATTACHMENTS:

1. Ordinance - Recreation and Park Rules Text Amendment



AN ORDINANCE TO AMEND CHAPTER 32, PARKS AND RECREATION, OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND RULES AND REGULATIONS FOR PARKS OWNED AND OPERATED BY THE CITY; TO PROVIDE FOR EFFECTIVE DATES; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the Code of Ordinances of the City of Alpharetta, Georgia ("City") was designed to be amended from time to time when circumstances warrant that modifications be made in order to make the Code of Ordinances more responsive to community needs; and

WHEREAS, the Mayor and City Council desires to amend Chapter 32 of the Code of Ordinances related to the rules and regulations for parks owned and operated by the City; and

WHEREAS, the Mayor and City Council find that the following amendment to the Code of Ordinances promotes the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the City;

NOW, THEREFORE, it is hereby ordained by the Mayor and City Council of the City of Alpharetta as follows:

Section 1. Article I of Chapter 32 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 32-4(a)(1) in its entirety and replacing it with the following:

1. No person shall serve, consume, or transport in open containers any alcoholic beverage within a city park or recreation facility except in designated event venues during city sponsored events or during an event in Union Hill Park for which a permit has been issued by the director of recreation, parks, and cultural services as contemplated by this section. For purposes of this section, the department of recreation, parks, and cultural services shall define "event venue" for each such event.

Section 2. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any

phrase, clause, sentence, paragraph, or section hereof 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 Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 4. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

ADOPTED AND APPROVED this _____ day of _____, 2024.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Jason Binder

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: March 18, 2024

AGENDA ITEM: PH-24-08 WINDWARD PARKWAY & HIGHWAY 9 LIVABLE CENTERS INITIATIVE (LCI) STUDY

Consideration of adoption of the Windward Parkway & Highway 9 Livable Center Initiative (LCI) Study.

STAFF RECOMMENDATION:

Approve the adoption of PH-24-08 Windward Parkway & Highway 9 Livable Centers Initiative (LCI) Study.

ITEM DESCRIPTION:

Created as a way to reduce vehicle miles traveled and improve air quality, the Atlanta Regional Commission's Livable Centers Initiative (LCI) is a program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles, and provide improved access to jobs and services. The City of Alpharetta partnered with the City of Milton in 2011 to complete an LCI Study for the Windward Parkway/Highway 9 area. A plan was adopted in 2012 that details a vision for the future of the study area based on a thorough planning process that included input from community leaders, stakeholders, and a series of public workshops.

While progress has been made as a result of the 2012 Highway 9/GA 400 Area Master Plan LCI including new development regulations in Milton and improvements to Windward Parkway in Alpharetta, significant change has occurred in the Windward Parkway/Highway 9 area over the last ten (10) years. The changing economic market, consumer demands, and new mobility opportunities necessitate review of challenges and opportunities that impact development patterns and mobility investments. In addition, as a corridor planned to receive a Bus Rapid Transit (BRT) station related to the GA 400 Major Mobility Investment Program (MMIP) project, as well as with current development trends moving away from big box stores and separated land uses, the Windward Parkway/Highway 9 area requires an updated community vision and action plan achievable through the 10-Year LCI Study Update.

On October 17, 2022, Mayor and Council approved an Intergovernmental Agreement between the City of Alpharetta, the City of Milton, and True North 400 to update the Windward LCI. The agreement outlines how costs are shared, funds paid, as well as other important details.

A kickoff meeting for the LCI Study was held on February 24, 2023, with the project reaching conclusion in February 2024. A Core Group, consisting of property owners, residents, and business owners, was assembled to help guide the process and provide valuable input into the study. The public participation plan included two (2) community meetings, one (1) online survey, and four (4) core group meetings. The final study includes an existing conditions assessment, market study analysis, and final recommendations report.

ATTACHMENTS:

- Windward Parkway & Highway 9 Strategic Master Plan LCI Study
- Resolution

February 23, 2024



Windward Parkway & Highway 9

Strategic Master Plan

02.23.24 DRAFT



TRUENORTH400



MILTON
EST 2006

The Cities of Milton and Alpharetta, in partnership with True North 400, conducted this strategic plan for the Windward Parkway and Highway 9 corridors. We thank the hundreds of residents, employees, and community leaders that participated in this process.

Project Leadership

City of Milton

Anita Jupin, Economic Engagement Manager
Robert Dell-Ross, Engineering Project Manager
Emily Schnarre, Planner II
Shubhangi Jangam, Principal Planner
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Sara Leaders, Public Works Director

City of Alpharetta

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Nikisha Mistry, GIS Specialist/Special Projects Planner
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True North 400

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Kristin Rome Winzeler, Deputy Executive Director
Alex Battle, Program Coordinator

Project Management (Kimley-Horn)

Eric S. Bosman
Allison W. Galloway

MKSK



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Executive Summary

This plan identifies investments in mobility, transportation, green space, and placemaking to improve quality of life and economic competitiveness.

The Windward Parkway and Highway 9 Study Area is a 4.6 square mile area (2,944 acres) that includes portions of both the City of Alpharetta and the City of Milton. It is also within the service area of the True North 400, formerly known as the North Fulton Community Improvement District. This geographic area is a regional employment center that represents a significant portion of the commercial tax base for both cities and has contained a majority of each municipality's top employers over the last couple decades. Through the years, millions of square feet of service retail have been added, in addition to over 12,000 residences, making it a blend of homes, jobs, shopping, dining, and recreation.

With much of the Study Area developing during the 1990s and early 2000s, the area's form and function highly favors the automobile and the separation of different land uses. This has diminished some of this area's competitive advantage in recent years and resulted in extremely busy traffic for the district's workers and residents. As office vacancies within the Study area have risen in recent years, supporting retailers have also struggled, with the Covid-19 pandemic compounding and accelerating these impacts.

To best position this important area for future success, this 10-month planning process engaged hundreds of local voices. These included nearby residents, Study Area employees, key stakeholders within the district,



and city staff and elected leadership. Through this engagement, five key takeaways emerged. These takeaways, representing hundreds of comments and ideas, oriented around improving mobility, increasing local authenticity, adding new parks and open spaces, considering the impact of major roadways, and improving the quality of the built environment and amenity offerings of large employers. **These five key takeaways became the foundation for four ideas for how the Study Area can take steps toward a well-positioned and vibrant future.**

How We Engaged

2 Community Meetings

1 Online Survey

90

Total people in attendance at two community meetings directed to Study Area residents

808

Total Responses to an Online Survey directed at Study Area Employees

4 Meetings with a Core Group of community leaders

Five Key Takeaways from our Engagement

Improving mobility is key to the success of the area.



The area lacks authentic and local experiences.



There is a need for additional parks and open spaces.



Major roadways divide as well as connect the district.



The quality of the built environment and amenities will influence working arrangements for large employers.





1

Connecting the Dots

Getting to and through the district

Connecting the Dots provides recommendations to transform the Study Area into a more walkable and bikeable area where users have an alternative to automobile travel. This idea does so through the following key projects:

- **Improving pedestrian connectivity** between the planned mixed-use Continuum development to the future MARTA BRT station.
- **Proposed roadway connections** as complete streets to alleviate the road system's reliance on major arterial roads.
- **Development of a robust multi-modal trail network** that allows for non-vehicular mobility throughout the district.
- **Creating new roadway and trail connections** between the future MARTA BRT station (and current park and ride station) and its surroundings, both through an extension of Dryden Road and through a multiuse path across GA 400 and along Old Morris Road.



2

Serenity & Amenity

Drawn to the office

Serenity and Amenity recognizes that attracting employees back into the offices is crucial to the Study Area's future. As a major employment hub for both cities, the Study Area had about half the daily workforce in 2022 that it did in 2019. This idea encourages public realm enhancements that encourage a return to office, including:

- **Adding recreational loop trails** along distinctive natural features in the Study Area.
- **Enhancing trail connectivity** by building pedestrian connections between business campuses and an expanded public trail network.
- **Creating trailhead parks** at business campuses with outdoor amenities and comforts.
- **Protecting natural resources and open space** for public use and recreation along Camp Creek and its tributaries.
- **Developing signature branding elements**, design guidelines, programming opportunities and messaging for a newly-minted Camp Creek Trail.
- **Create unique design features for Windward Parkway** from Highway 9 to Union Hill Road.

Ales to Trails is about creating distinctive places for people to come together. For the Windward/Highway 9 area, this concept of placemaking goes beyond banners and logos, and instead focuses on strategies to shape the perception of the Study Area, such as:

- A Social Campaign with strategies to share news, events, and economic development opportunities. This campaign would utilize a fresh social media presence to **reinforce the identity and brand of the Study Area** building visibility, recognition, and civic pride.
- An Experiential Campaign proposing **high quality programming and events** to bring Study Area residents, employees, and visitors together.
- A Place Campaign that reimagines two sites within the Study Area, each with beautiful nature, to create **distinctly authentic and local experiences** that add character and value to the areas around them. Both sites present unique venues that are not currently found in either city and have ease of access from nearby major employers and future redevelopment sites.

Lakefront Property builds off the notion of creating long term economic success for the Study Area through positioning its land use strategy to capture high-value future investments. This includes:

- **Strategies for re-imagining suburban office space** and developing an approach to how future growth can be accommodated.
- **An economic strategy** that matches the growth trajectories and visions of Alpharetta and Milton. This strategy starts by understanding market realities and creates a blueprint that property owners, business owners, and local government partners can use in future decision-making.

3

Ales to Trails

The local live/work/visit experience



4

Lakefront Property

A competitive niche for success





1

Introduction

The Purpose of this Plan

Process & Schedule

Plan Alignment

The Purpose of this Plan

Nationally recognized as vibrant economic centers with a high quality of life, the cities of Alpharetta and Milton are dynamic, destination-rich environments.

The Windward area sprung forth in the 1980's when Mobil Land Development began realizing a 3,400 acre planned development which included millions of square feet of office, clusters of retail and thousands of new housing units. Windward Parkway, on both sides of GA 400, benefited from the employment and housing boom that began in the late 1980's and early 1990's with many corporate headquarters opening along the corridor, taking advantage of the burgeoning fiber optic network and ample nearby housing. This led to significant amounts of supporting retail and restaurant offerings positioning themselves within the bustling employment center, one that contains a majority of both Alpharetta and Milton's largest employers.

Because most of the district's growth occurred before or immediately after 2000, much of the built environment in this district is at least 25 years old. Its form and function is highly auto-oriented, with

standalone buildings separated by large surface parking lots, and with most of the movement within the area happening in cars along busy arterial roads. As new walkable centers and destinations emerge in the Metro Atlanta area, and the region invests in high frequency transit, suburban corridors like Windward Parkway and Highway 9 face growing pressure to respond to consumer demand and reinvent themselves into more walkable and connected districts. This is further emphasized by commercial vacancy rates within the district now reaching all-time highs, impacting the office market and by extension, the supporting retailers as well. These trends were evident even before 2020 but have been amplified by Covid-19 and its influence on working arrangements and appetites around corporate real estate.

From a residential perspective, much growth has occurred in the last three decades. A high-quality of life and proximity to jobs has led to over 12,000



An updated approach to land use and transportation integration that re-imagines the area as a walkable, multimodal transit-supportive place.

Strategies for integrating the planned high-capacity transit station and providing first/last mile connectivity.

An updated market study to assist developers in gaining an understanding of the type, scale, design and location of desired development.

A branding strategy for the area that re-creates it as a destination and improves sense of place.

Strategies for economic development to support growth of the area and attract a talented and diverse workforce.



residents calling this planning area home. Proximity to daily conveniences and amenities within the North Metro area continues to reinforce this area as an attractive living option.

The Windward Parkway/Highway 9 Area Strategic Master Plan is an update to the 2012 Highway 9/ GA 400 Area Master Plan adopted by the cities of Alpharetta and Milton and is intended to serve as a 10-year plan update in accordance with the Atlanta Regional Commission's Livable Centers Initiative.

This plan seeks to balance the needs and desires of both residents and employees, while also accentuating its pivotal role in the economies of both Alpharetta and Milton. It also provides a blueprint for integrating transportation improvements, pedestrian mobility, linking key destinations, and thoughtfully positioning expected and potential growth.

Because the planning area stretches across two separate jurisdictions and essentially knits together their peripheries, there is great opportunity for collaboration and cohesiveness of vision for a space that has meant so much to the growth and attractiveness of the North Atlanta metro. Conversely, because the planning area covers two distinct municipalities, the plan's branding strategy allows each city to pursue unique, individualized branding within the larger context of a cohesive public realm. This can celebrate the distinctness of both communities, leveraging the strengths of each jurisdiction to improve an overall sense of place.

With fresh vision and strategic action provided by this master plan, the Windward Parkway/Highway 9 area will hopefully be equipped to build upon its solid foundation, moving into its next generation of regional influence and local prestige.

Process & Schedule

The 10-month planning process was divided into four tasks, and included two community meetings, an online survey, and a Core Group of community leaders.

Led by True North 400, in partnership with the Cities of Alpharetta and Milton, this strategic plan was launched in March of 2023 and completed in early 2024. The planning team included the planning and design firm of MKSK in the lead consultant role, with Development Strategies leading the market analysis and strategy components of the plan.

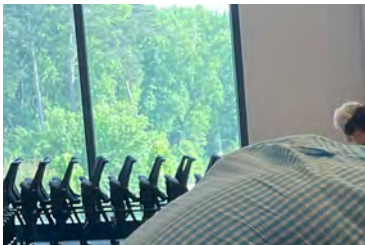
Key representatives from both cities and True North 400 met biweekly with the consultant team as a Project Management Team (PMT). This group established a Core Group of community leaders, business representatives, and key landowners to steer the project's progress. This group met with the planning team on four occasions at key project milestones, providing feedback on recommendations and establishing the project's direction.

The first task of the process included kickoff meetings with the PMT and the Core Group, as well as an existing conditions analysis looking at the Study

Area's infrastructure. This task also launched the plan's community engagement efforts, which included two community meetings directed at residents, and an online survey targeting the thousands of employees working in the Study Area.

The second task focused on a market analysis and strategy for the Study Area, establishing a baseline of existing economic conditions. The plan's main deliverables were developed in the third task of work, which included connectivity strategies, transportation recommendations, placemaking recommendations, and land use policies for growth. These components are summarized in four ideas for the Study Area later in this document.

The fourth and final task of work shared these four ideas with the community at a second meeting, and established an implementation strategy. The task completed with the documentation of this summary report, and its appendix materials.



Task 1 Existing Plan Assessment

- > Project Kickoff
- > Plan Alignment and Development Context
- > Existing Conditions Analysis
- > **Core Group Meeting 1**
- > **Community Kickoff Meeting**

March - May



Task 2 Market Analysis

- > Market Analysis
- > Real Estate Analysis
- > Economic Development Strategy
- > True North 400 Board Review

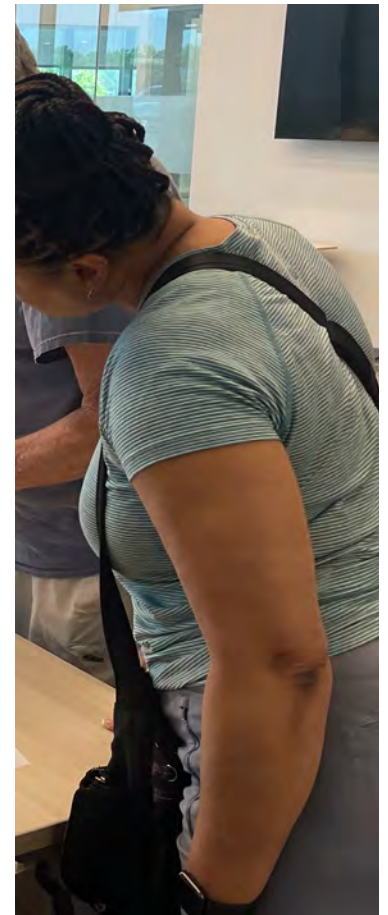
April - June



Task 3 Plan Development

- > Opportunities Assessment
- > **Core Group Meeting 2**
- > Connectivity, Walkability and Mobility Improvements
- > Placemaking and Branding Strategy
- > Land Use Strategy and Redevelopment Sites
- > **Core Group Meeting 3**

June - October



Task 4 Action Plan/ Implementation

- > Implementation Action Plan
- > **Community Meeting 2**
- > **Core Group Meeting 4**
- > True North 400 and City Work Sessions
- > Report Documentation
- > Final Plan Review
- > Plan Review and Adoption

October - January



Plan Alignment

The Plan Alignment highlights previous plans, with attention given to those influencing the Study Area through policies, recommendations and strategic actions.

The Cities of Alpharetta and Milton, as well as True North 400, have a rich and lengthy history of community planning. Especially significant is the amount of recent planning work that has been undertaken in these respective communities and the jurisdictions that they serve. In total, a dozen plans were reviewed, which included eight plans that have been adopted since the start of 2020.

A foundational recommendation from prior planning efforts is the need for increased connectivity within the district. New street connections directly benefit vehicular travel by reducing dependence and congestion on the major arterial roadways in the district. Connectivity can also be increased through new additional trails and landscapes that allow for more seamless pedestrian connections to destinations such as workplaces, retail areas and MARTA. These principles are

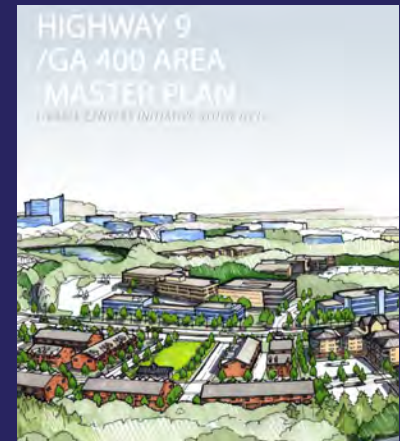
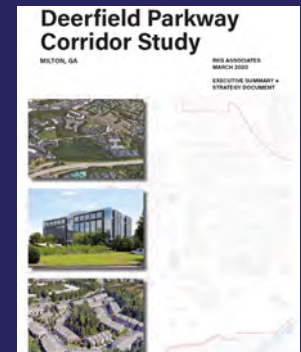
stated as priorities in the City of Alpharetta's 2040 Comprehensive Plan, the City of Milton's Strategic Plan (2021-2025) and Blueprint North Fulton III, completed by True North 400 (formerly known as NFCID) in 2021.

"Increased connectivity benefits all modes of travel by reducing congestion and providing route alternatives"

Hwy 9/Ga 400 Master Plan (2012)

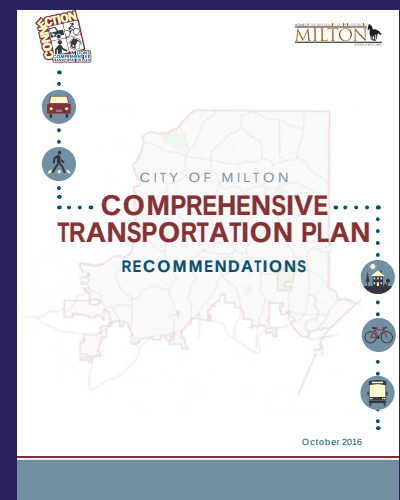
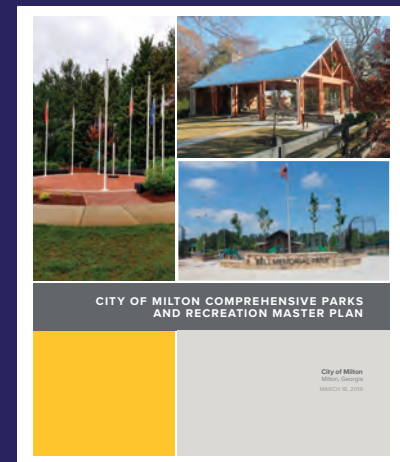
"Superblocks and cul-de-sacs create congestion on adjacent corridors, and result in a scale that is less comfortable for pedestrians. Whenever possible, connect streets through developments"

Hwy 9/Ga 400 Master Plan (2012)



Plans Reviewed by Planning Team

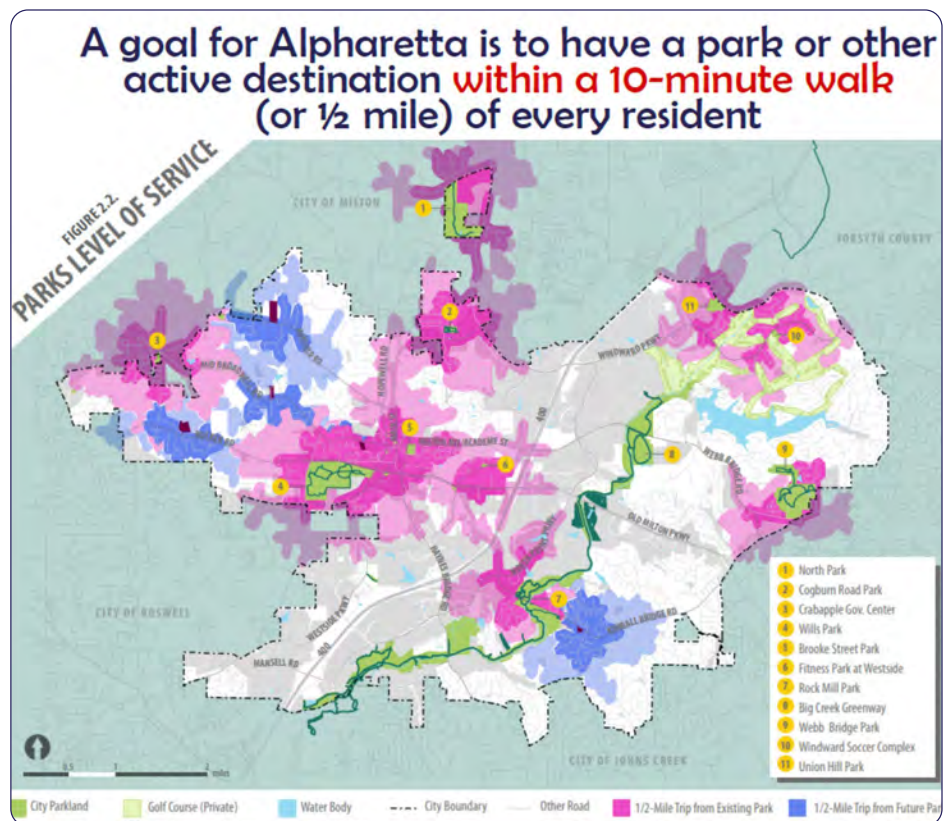
- > Milton 2040 Comprehensive Plan (2021)
- > Alpharetta 2040 Comprehensive Plan (2021)
- > Blueprint III Master Plan - NFCID (2021)
- > Highway 9/GA 400 Master Plan LCI (2012)
- > Deerfield Parkway Corridor Study (2020)
- > Milton Community Trail Prioritization Plan (2020)
- > South Main LCI Study (2023)
- > Highway 9 Vision Plan (2014)
- > Milton Comprehensive Transportation Plan (2016)
- > Milton Strategic Plan (2021)
- > Recreation and Parks Master Plan (both Cities)
- > Continuum [Development Plan] (2022)





“By 2025, Increase the number of families connected to businesses, and activity nodes via a continuous network of trails”

Milton Strategic Plan (2021-2025)



“Continue to add to the City’s open space inventory and provide trail connections between parks and where people live and work”

Alpharetta 2040 Comprehensive Plan

One way the cities of Alpharetta and Milton offer a high quality of life to their residents is through the provision of and access to parks and open space. Milton’s Comprehensive Parks and Recreation Master Plan notes that additional Parks and Open Space is needed by 2030, with the biggest need being for neighborhood parks (between 5-15 acres). It also recommends a level of service of 12.5 acres of park/open space for each 1,000 residents, with attention given to acquisition and provision of new park/open space facilities in underserved areas of the City. (Milton’s portion of the Study Area contains 10,667 people and 1.2 acres of public park space - or 0.1 acres per 1,000 people). The City of Alpharetta has a stated goal (Parks and Recreation Master Plan) of having a park within a 10-minute walk of every resident. Blueprint III Master Plan recommends the incorporation of green spaces/green amenities through greyfield redevelopment/parking lot infill.

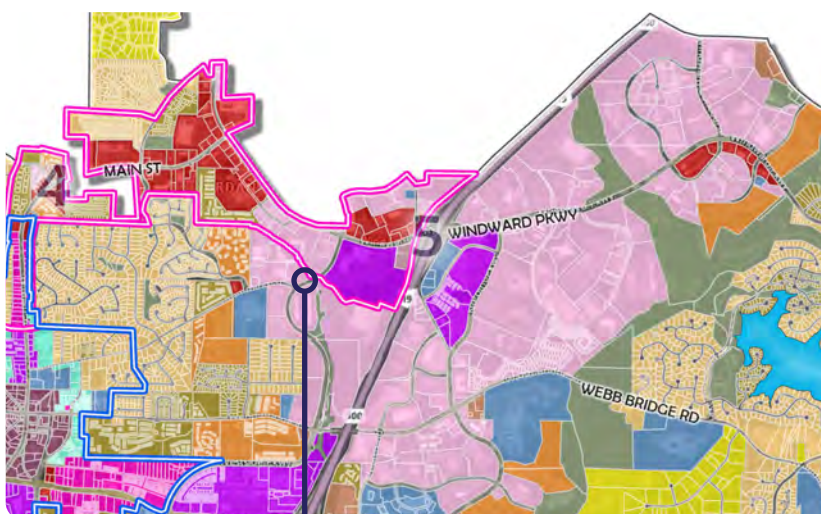
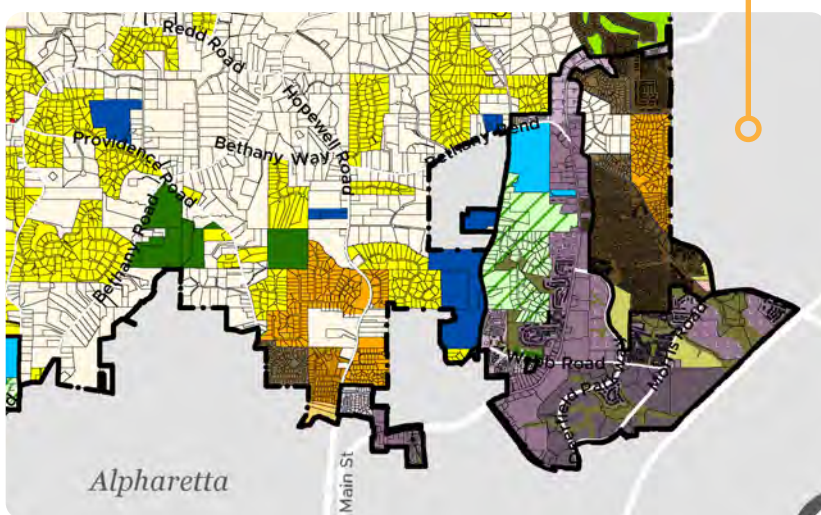
The importance of an expanded trail network has garnered a lot of attention in recent planning efforts. Blueprint Master Plan III highlights how they can play a valuable role in last mile connectivity for commuters. The City of Alpharetta’s comprehensive plan recommends the promotion of a system of trails and targeted efforts to provide safe and convenient alternative (non-vehicular) transportation improvements. The City of Milton’s 2025 Strategic Plan identifies the need to increase the number of families who can connect to businesses and activity nodes via a continuous network of trails. Milton’s Comprehensive Plan also mentions new trails can help preserve the rural feel of Milton, while also connecting to larger regional multi-modal networks. It’s worth noting that trails hold a unique role in positively influencing the other key themes from the Plan Alignment. Trails offer increased connectivity, they add value to nearby properties and they often connect to larger community greenspaces.

Another major takeaway from the Plan Alignment is a recognition of the inherent land use value within the Study Area, particularly with respect to how it's positioned in the future. Alpharetta's 2040 Comprehensive Plan notes the most intense development in the City happens along the GA 400 spine, with that trend expected to continue. Properties along the GA 400 corridor contain the greatest potential in the City for major change. The

City of Milton's 2040 Comprehensive Plan highlights the Deerfield District (which is within the Study Area) as one of the city's three main cores. The Deerfield Parkway Corridor Study (2020) notes that this district represents the largest collection of properties upon which commercial development is allowed, and a clear vision for the area can be instrumental in engaging owners with key properties within the district.

"Enhance the commercial tax base with businesses that fit into a cohesive, community driven vision"

Milton Strategic Plan (2021-2025)



"The area is envisioned to evolve as a more compact, walkable mixed-use and office/commercial corridor."

Alpharetta 2040 Comprehensive Plan



2

Understanding the Study Area

Study Area Existing Conditions

Market Summary

Community Engagement



Study Area

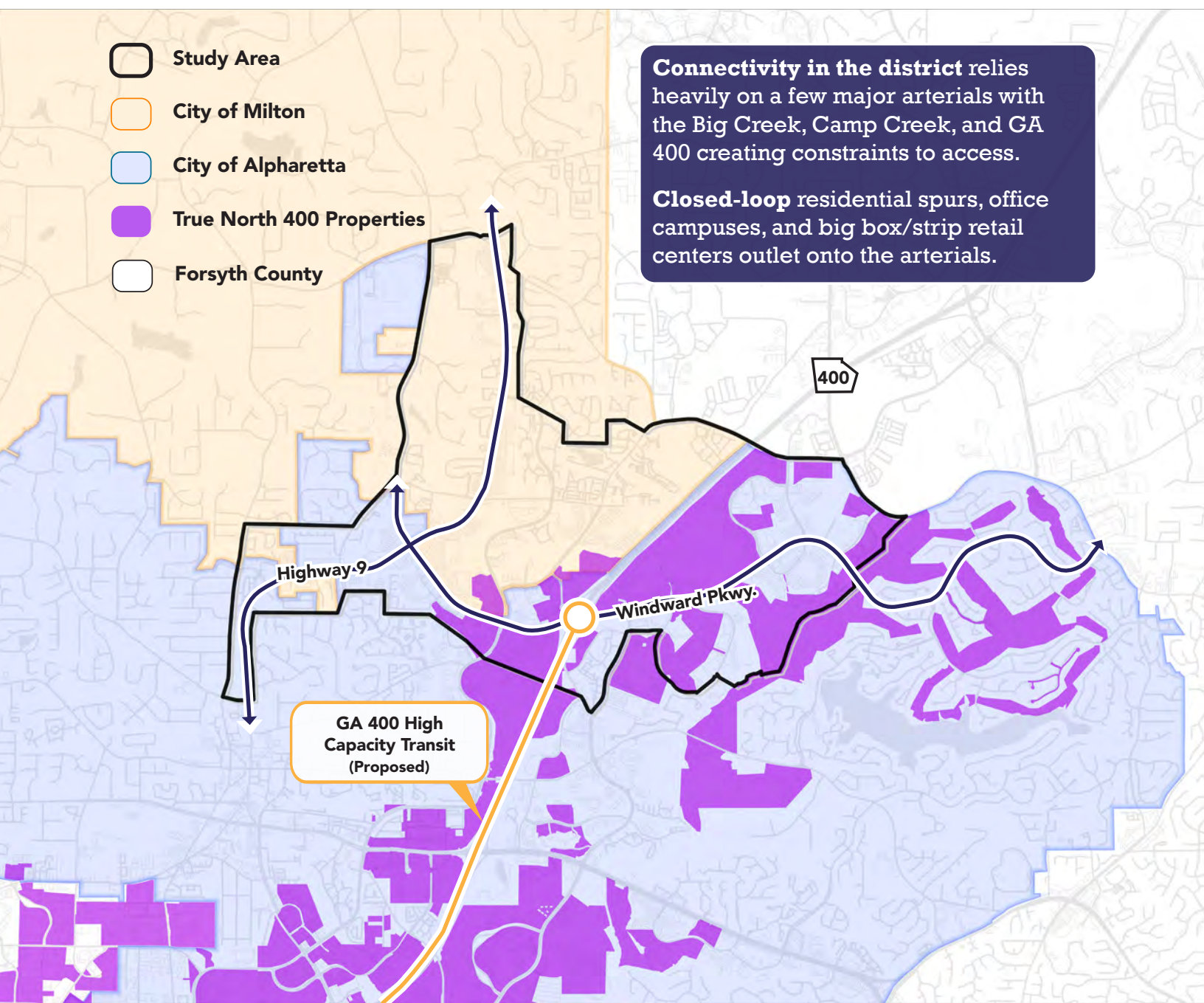
Existing Conditions

The Windward Parkway and Highway 9 Study Area is a major regional residential and employment hub. This section highlights its key existing conditions.

The Windward and Highway 9 Study Area is 2,944 acres or 4.6 square miles, which is approximately the same size as the City of Decatur, Georgia. The district is bounded to the east by Big Creek, to the north by McGinnis Ferry Road (Forsyth County) and Bethany Bend Road, to the west by Cogburn and Hopewell Roads, with the southern extent being just south of Highway 9 and Windward Parkway. Key north-south thoroughfares are GA 400 and Highway 9, with Windward Parkway acting as the principle east-west connection through the district. Together Windward Parkway and Highway 9 combine to make up over 6.5 miles of corridor through the Study Area, with most smaller roads connecting into these two main corridors. Webb Road, Morris Road, Deerfield Parkway, Windward Concourse and Union Hill Road are collector streets that support navigation through the Study Area.

North Park is adjacent to but just outside the Study Area to the Northwest. Cogburn Park, Union Hill Park and Freedom Park are public park spaces within the Study Area. About 2.5 miles of the Big Creek Greenway exists within the Study Area, with trailheads at Marconi Drive and Union Hill Park. Camp Creek and its associated floodplain is a major hydrological feature, flowing from northwest to southeast through the district, with several smaller tributaries feeding into it. Camp Creek connects with Big Creek about a half mile south of Windward Parkway at Windward Plaza.

Study Area in Context



City of Milton



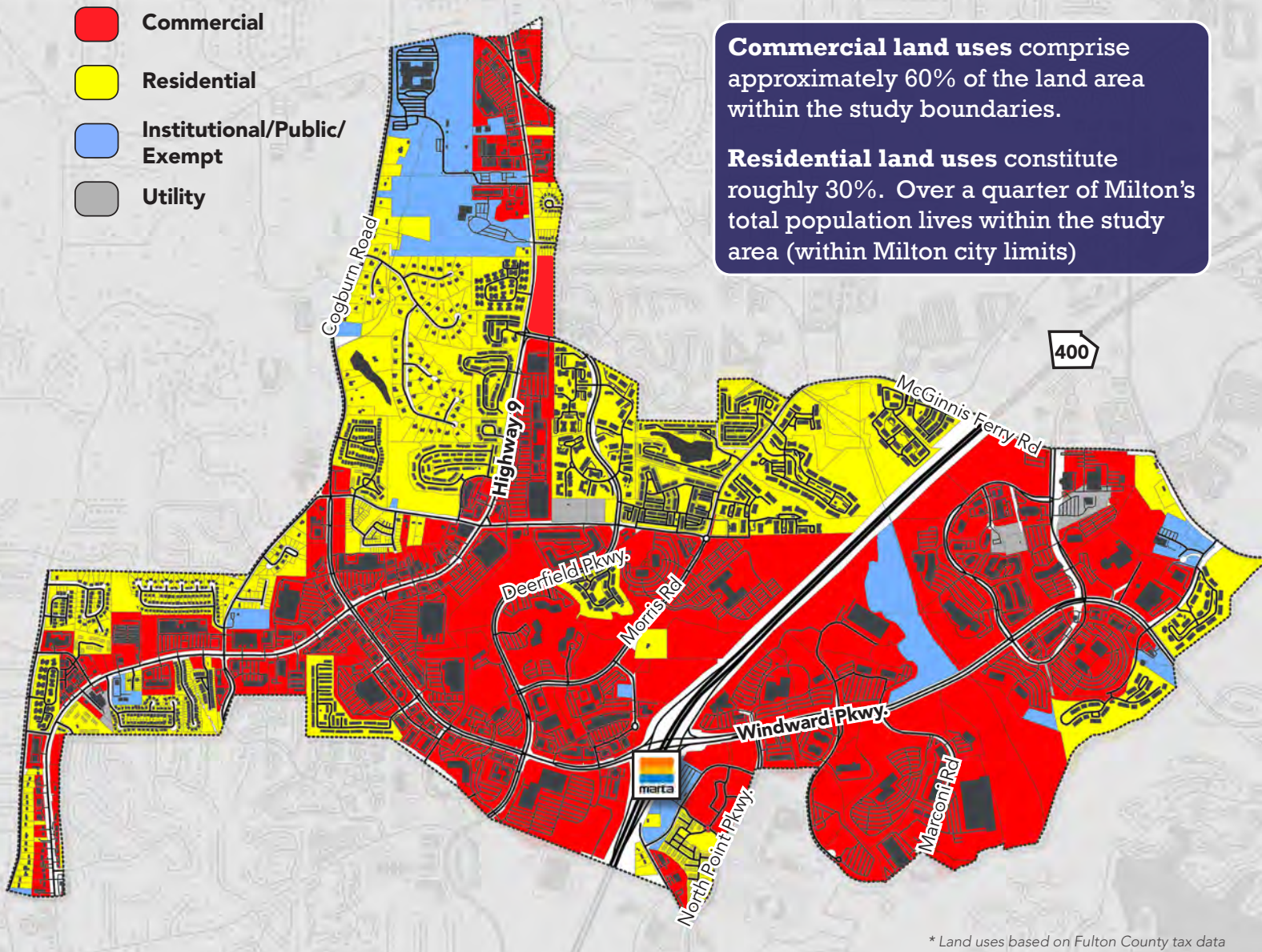
City of Alpharetta



True North 400 Properties



Existing Land Uses



Commercial land use comprises approximately 60% of the land area within the study area. East of GA 400 this is primarily large corporate office campuses. West of GA 400 it is a mixture of office stock, big-box retail and service retail. The northern end of the study area is primarily institutional with the presence of Cambridge High School and Stonecreek Church. There is only about 12 acres of designated public park space within the entirety of the Study Area (Not including the 2.5 miles of Big Creek Greenway,) representing less than 1% of the total area of the district.



Though occupying less than 5.7% of the City of Milton's total land area, the study area is home to a third of the City's 14,941 housing units.

City of Milton

Excluding their portion
of LCI Study Area



37

Square Miles

9,884

Housing Units

30,629

Population (2022)

City of Milton

Including only their portion
of LCI Study Area



2.1 (5.7%)

Square Miles

5,057 (34%)

Housing Units

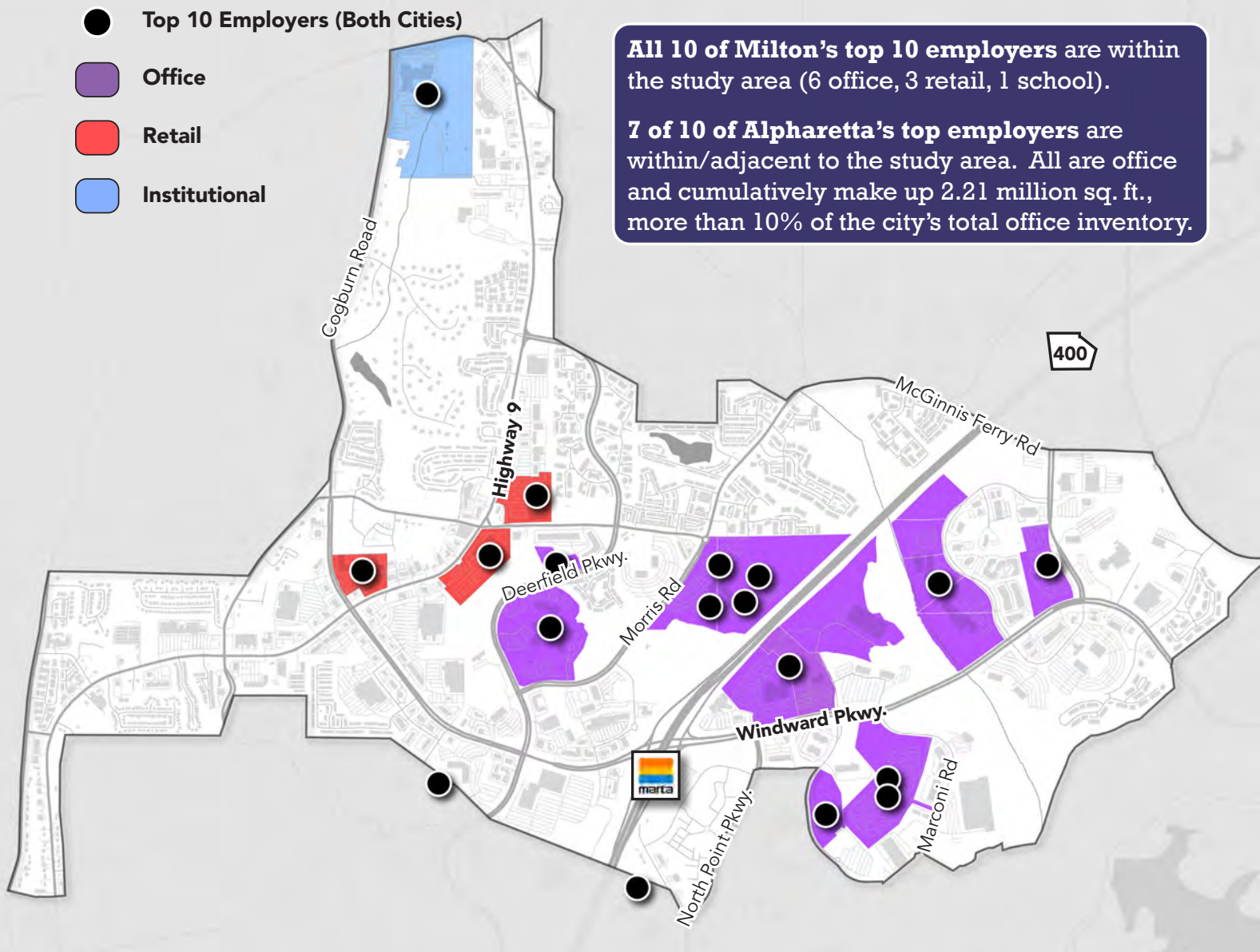
10,667 (26%)

Population (2022)

About 30% of the Study Area is dedicated to residential land use, totaling just under 6,000 housing units and a population of 12,657 residents. Most of this housing is concentrated just north of Webb Road, with single family detached accounting for 13%, townhomes accounting for 28%, and multifamily making up the remaining 59%. Over 5,000 of the housing units in the Study Area are within the City of Milton, representing approximately 1/3 of the City's entire housing stock (by unit) and 26% of its total population (per 2020 Census).

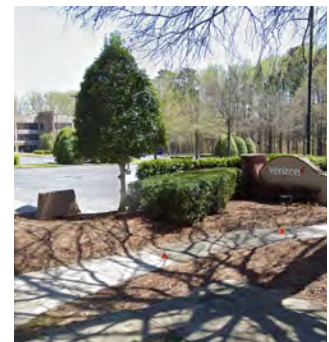


Major Employers

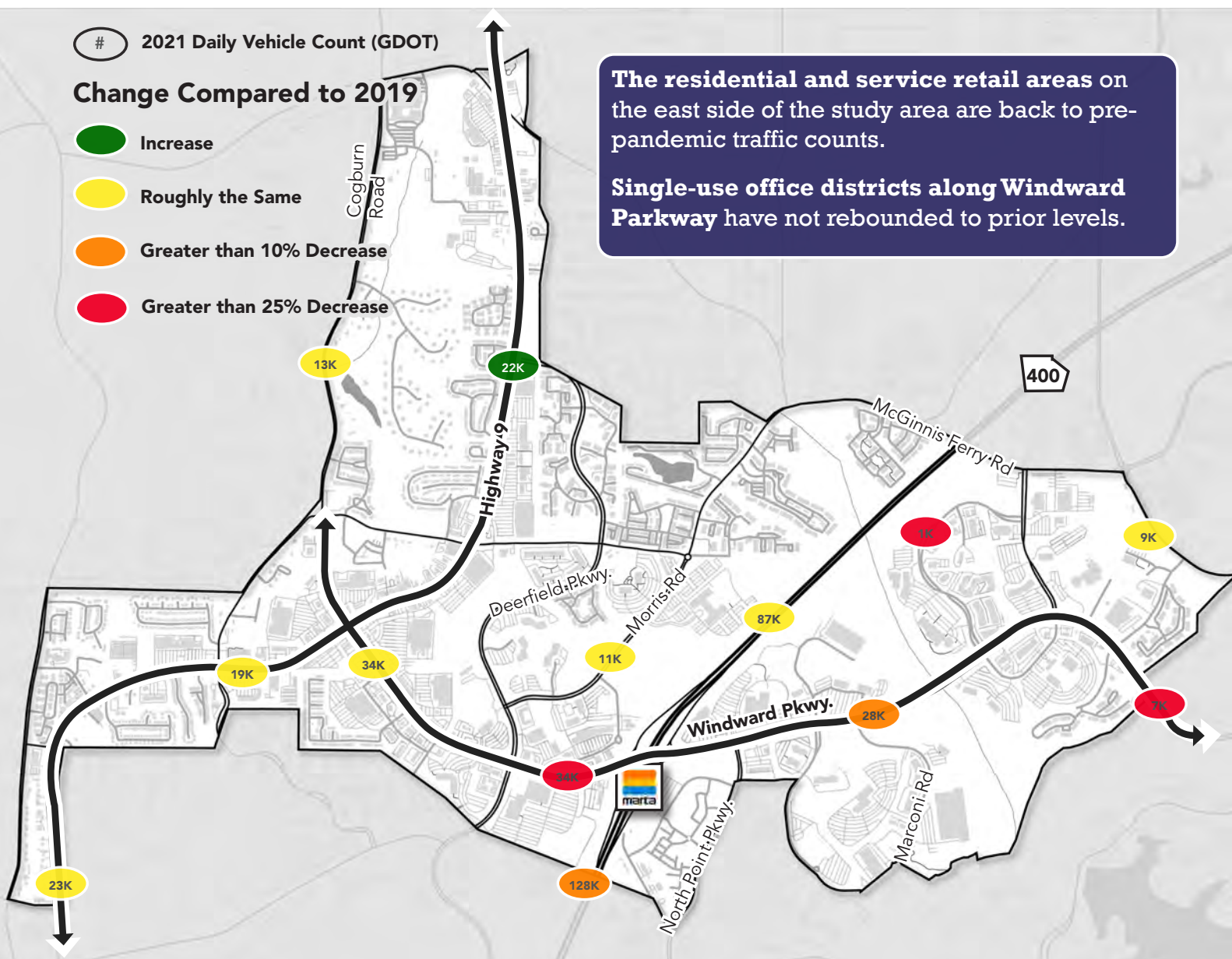


There are over 1,000 businesses within the Study Area according to employment data from ESRI Business Analyst. Top Employer data from the Cities of Alpharetta and Milton for 2021 found that all 10 of Milton's top 10 employers are within the Study Area. Seven of 10 of Alpharetta's top employers are within or immediately adjacent to the Study Area. All seven of these are large office tenants whose leases cumulatively make up 2.2 million square feet. ESRI's Business Analyst reports a pre-covid daytime population estimate for the district was 35,000 people, with more than 20,000 of those being workers who commute in. Recent numbers indicate that there

are closer to 10,000 people coming to work within the district daily (Placer AI). Even with the drop in employee population within the district, the Study Area still represents one of the larger employment centers within the greater Metro Area.



Traffic Counts



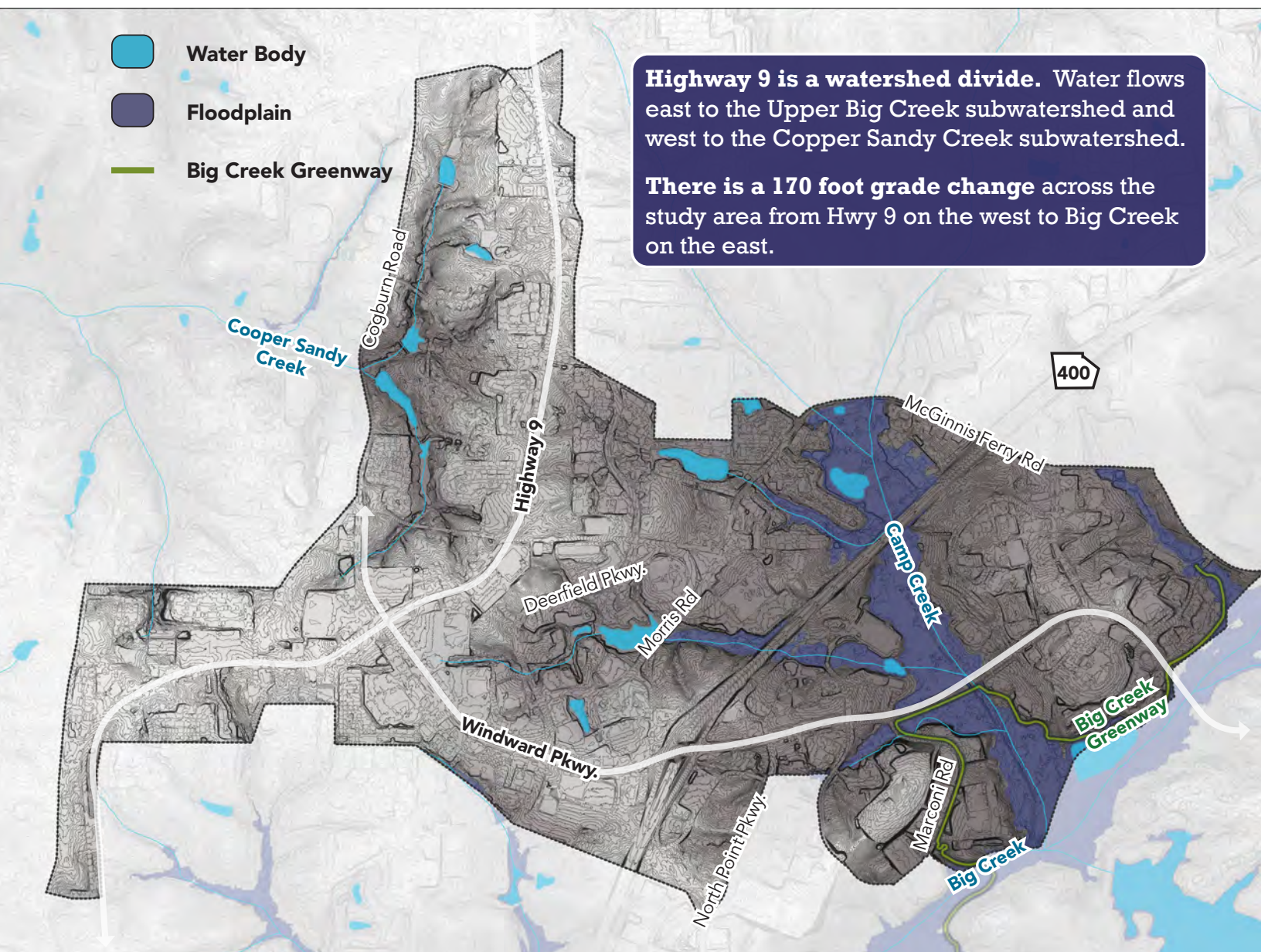
Traffic Counts within the Study Area unsurprisingly find their greatest concentration along Windward Parkway around the GA 400 corridor, particularly between GA 400 and Highway 9. That section of roadway is home to regional offices and hundreds of retailers, including big box stores such as Costco, Wal-Mart and Home Depot. Highway 9 daily traffic counts within the district hover around 20,000 vehicles a day, with the other north-south spines of Morris Road and Cogburn Road carrying between 11,000 - 13,000 vehicles daily.

When compared to pre-pandemic traffic counts, the residential and service retail areas on the west side of the Study Area have returned to what they were in 2019. The east side of the Study Area, however, has seen a drop-off in traffic counts since

2019, particularly in Single-use office districts along Windward Parkway that have been heavily impacted from work from home trends and rising vacancies. As more employees return to physical office spaces in 2023, its anticipated these traffic counts may return to near pre-pandemic levels.

In general, due to the heavy traffic load on Windward Parkway and Highway 9 as well as the time in which the roadways were developed, the environment is hostile to pedestrians and bicyclists. While True North 400 and the city of Alpharetta have made improvements along the north side of Windward Parkway, particularly between GA 400 and Deerfield Parkway, much can be done to improve the multimodal environment within the area.

Hydrology & Topography

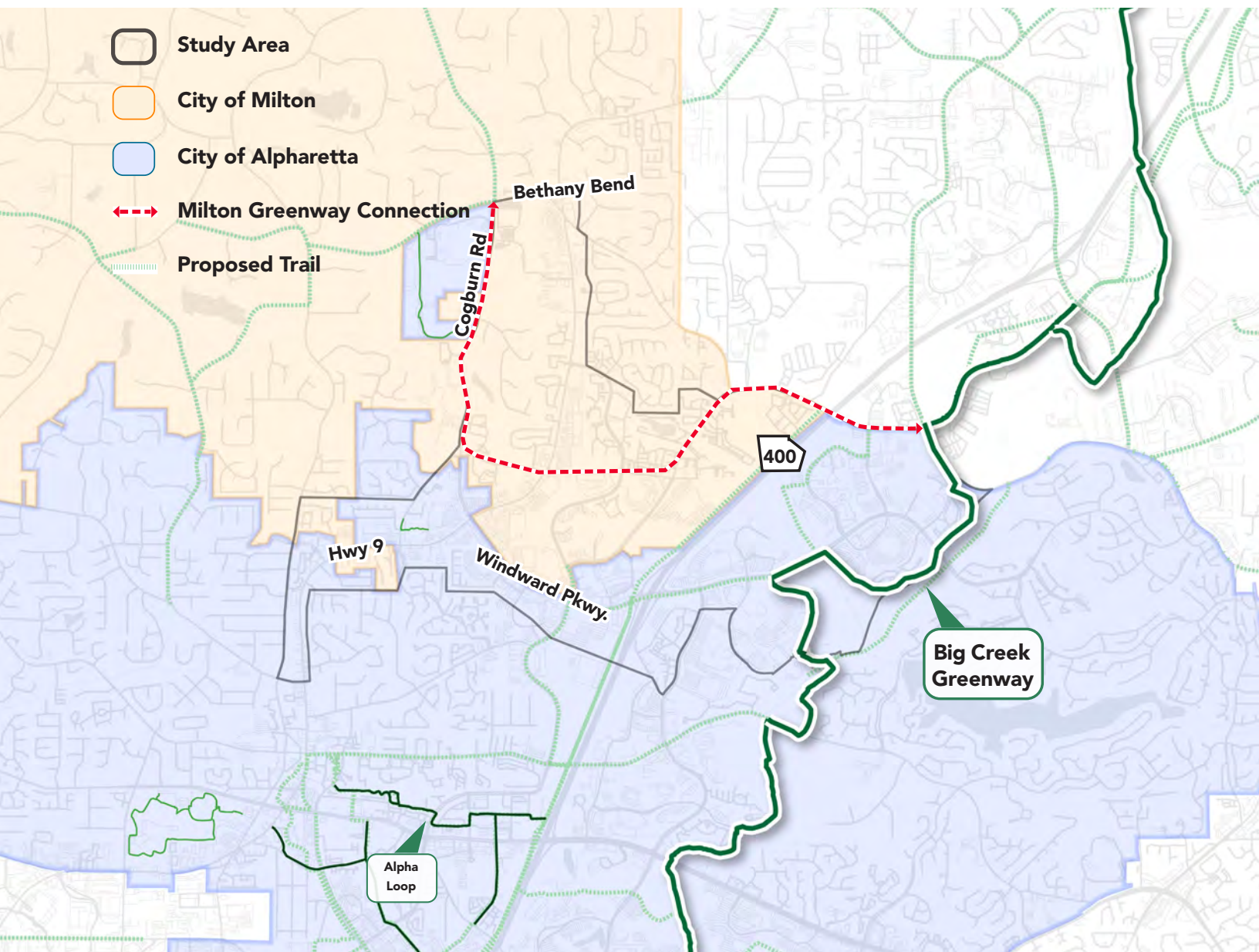


As is common for major roadways, both Highway 9 and Woodward Parkway have alignments that run along the higher elevations within the Study Area. Highway 9 follows a ridge line running north to south, channeling water to its west into Cooper Sandy Creek. To the east of Highway 9, several tributaries make their way into Camp Creek before eventually feeding into Big Creek west of Marconi Road and south of Woodward Parkway. Within the Study Area alone, there is over 200 acres of floodplain associated with Camp Creek, presenting a large swath of protected tree canopy, rich ecological systems, and wildlife habitat that includes various streams and wetlands.

There is a network of ponds and water retention areas, with one of the most significant being a 7-acre lake between Morris Road and Deerfield Road. Its visibility and frontage along Morris Road makes it one of the more noticeable water features within the entire district.



Existing Regional Trail Network



Within the Study Area, two significant trails exist or are undergoing design and construction. About 2.5 miles of the Big Creek Greenway is located within the eastern portion of the Study Area. There are two trailheads located within the Study Area – one along Marconi Drive and the other located in Union Hill Park. This portion of the Big Creek Greenway was completed in 2021 and is part of a regional trail spine that spans 26 miles from Roswell into central Forsyth County.

The City of Milton is actively pursuing a multi-use path connection to the Big Creek Greenway, beginning at Cambridge High School and following Cogburn Road south before heading east along Webb Road before using McGinnis Ferry Road to connect to the

existing Big Creek Greenway alignment. This project, which is over 3.5 miles in total, runs by North Park and Freedom Park and will offer convenient connectivity for the thousands of Milton residents who live along Cogburn Road, Highway 9, Webb Road and McGinnis Ferry Road. Currently this project is under Design and Right of Way Acquisition.

These trails provide two significant linear alignments through the district, while being primarily peripheral to the major commercial centers that are central to the Study Area.

Market Summary

This section creates the foundation for strategies in this plan by estimating the type and pace of development that could be expected over the next decade.

The Study Area spans 4.6 square miles, with Highway 9 and Windward Parkway serving as the primary suburban arterials in an area that was originally designed as auto-centric. Broadly, the area includes most of Milton and Alpharetta's existing office and retail plazas, adjacent to residential communities. Therefore, the Study Area presents these two communities' best opportunity to remake their local economies through land use transformation.

As shown in the map on the facing page, the boundaries of the Primary Market Area (PMA) well-extend beyond those of the Study Area. In this case, the PMA consists of areas within a 20-minute drive of the Study Area, which have similar demographic and economic conditions. It includes all of Milton and Alpharetta, as well as portions of Cumming, Roswell, and Johns Creek, totaling 506,000 residents (up 26% since 2010) with a median household

income of \$132,000. The Study Area is essentially the commercial and economic core of a predominantly low-density suburban area that includes many of the Atlanta Region's most suburban zip codes.

Analysis of regional market conditions must first take into account the impacts of the Pandemic nationwide. The COVID-19 Pandemic significantly shifted risk levels for certain types of real estate development. Office development is particularly high risk, owing to more widespread adoption of remote work. Both hospitality and retail remain moderately risky, while the multi-family market offers expanding opportunity, particularly for high-end and affordable development.

Primary Market Area (PMA)

Primary Market Area (PMA)

Areas generally within about 20-minute drive with similar socio-economic conditions

506,500
Population

6.3M
MSA

\$132k
Median Household Income

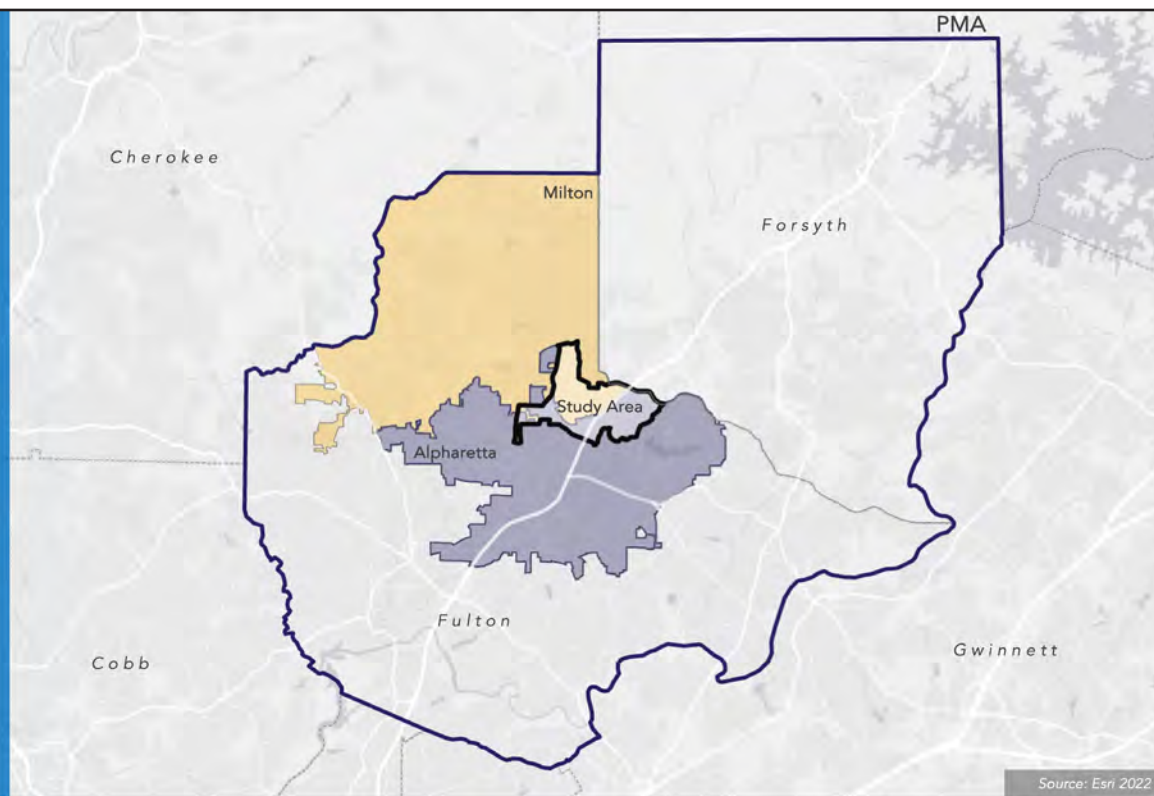
\$79k
MSA

\$445k
Median Housing Value

\$285k
MSA

26%
Population Change
2010-2022

19%
MSA

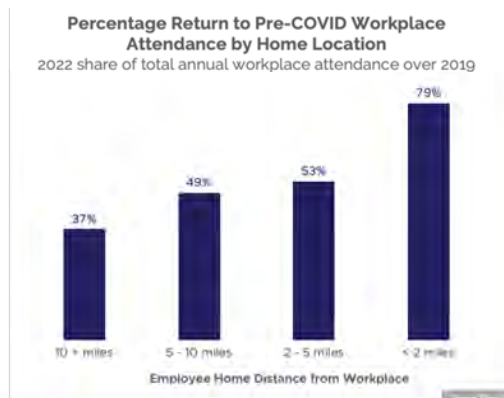


Source: Esri 2022

Average Weekday Workforce

In the context of these changing nationwide markets, the Study Area's large supply of suburban office buildings presents growing vulnerability. For example, office utilization in 2022 remained well below pre-pandemic rates in the Study Area. Depicted in the graph to the right, workers who did return to the office in 2022 tended to live within closer proximity. Stated otherwise, the pandemic escalated the risk of obsolescence already faced by auto-dependent aging suburban office parks—a trend that is increasingly evident in the Study Area.

Hence, to preserve and bolster economic viability, the Study Area should be redesigned in the vision of a new economic model. This emerging model holds that the creation of more dense, accessible, and integrated mixed-use spaces offers resiliency in the face of rapid economic and technological change, as summarized in the above graphic that depicts the three focal areas of this Plan's Market Strategy. By acclimating, the Study Area would offer a more livable, desirable, and economically-vibrant area that can thrive in the Atlanta Region's expanding knowledge sector economy.



Demographic Context

The Study Area has recently emerged as a highly affluent community of choice and employment center for families and young professionals. With evolving demographics and changing attitudes toward work, life, and play, the Study Area's built environment, housing, and amenities must evolve accordingly. Hence, the Study Area can continue to attract both existing and new residents, workers, and visitors via the development of space, connectivity, and experiences that better meet those changing wants and needs.

The Atlanta MSA (Metropolitan Statistical Area) has grown substantially in recent years, having gained nearly one million new residents since 2010 (19%). The PMA is home to 506,500 residents, accounting for 8% of the MSA's population, and has grown by 26% since 2010. Relative to the rest of the region, population density in the PMA is high. Density is highest toward the southern edge of the PMA, which is comparable to that of inner-ring suburbs like Sandy Springs, though significantly declines towards the PMA's northern perimeter. Consistent with both regional and national trends, the PMA's population is aging—since 2010, the fastest growth was observed among residents over age 60, who accounted for approximately 40% of population growth. Coupled with an increase in non-family households and those without children, these trends indicate that PMA's population is diversifying with many household types beyond suburban families with children.

Households in the PMA are affluent when compared to those in the MSA. The median household income is \$132,000, or well above the regional median (\$79,000). The PMA's wealthiest households are generally located in secluded residential communities, whereas households with more moderate incomes are present along Highway 400. Home values depict a similar story; with a median value of \$445,000, home values are by far the highest in Milton and other similar high-end suburban communities. The PMA is hence highly income segregated, with incomes and housing values generally inversely correlated with density.

Key Trends

Strong population growth – since 2010, the PMA has added 104,800 new residents, growing by 26% compared to 19% in the MSA

A very affluent community – the median household income in the PMA is \$132,000 compared to a median of \$79,000 in the MSA

A highly-educated community – 67% of PMA residents have a bachelor's degree compared to 42% of residents in the MSA

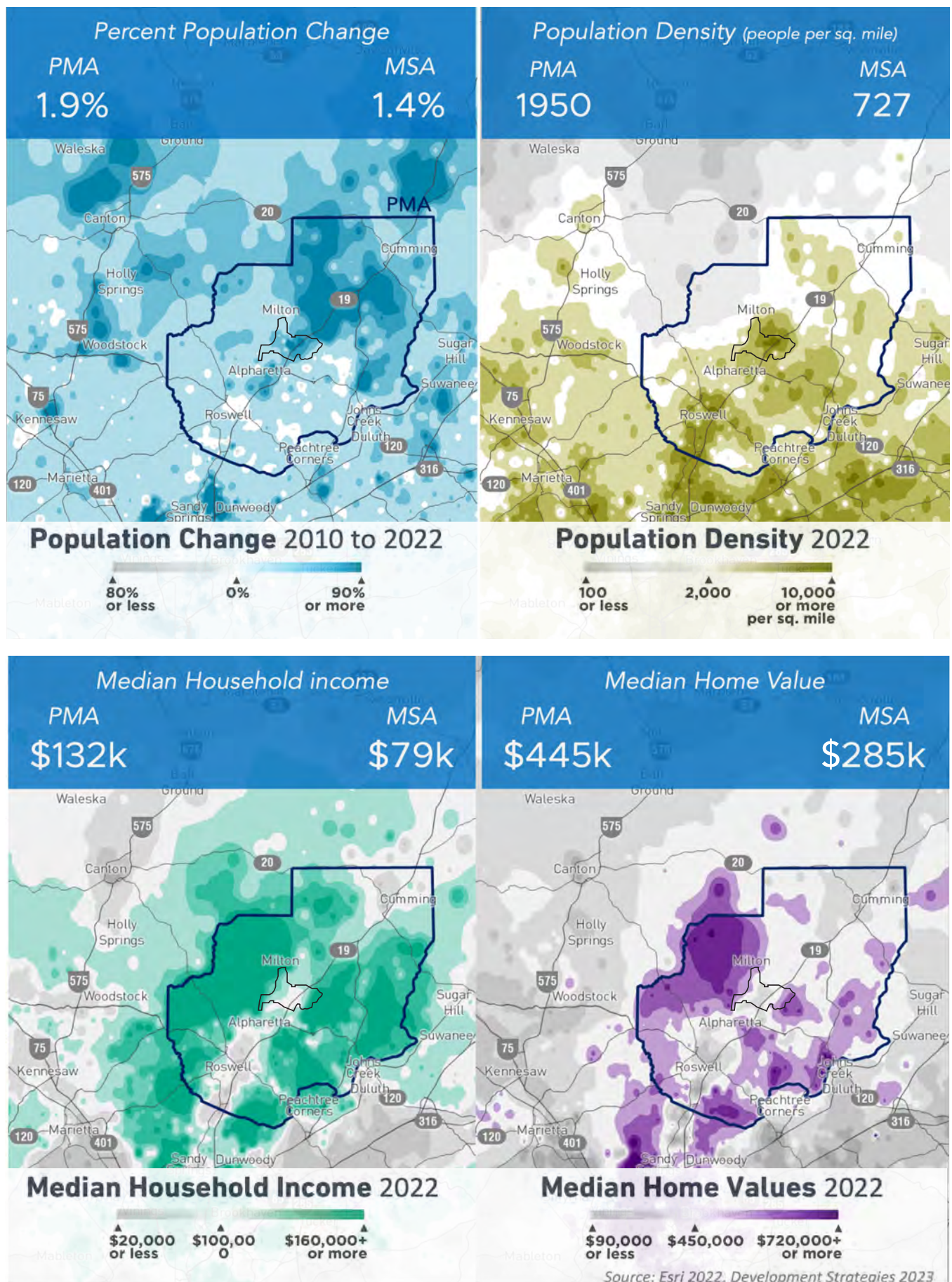
High automobile dependence – 99% of workers within the PMA commute via car, which is slightly higher than the 98% of workers who commute via car at the region-wide level

Residents of the PMA tend to have high levels of educational attainment, as the majority (67%) have at least a bachelor's degree compared to 42% of those in the MSA. The presence of such a highly-educated workforce has driven knowledge-sector job growth along the corridor, such that the PMA has gained around 30,000 of these jobs since 2010. While employment growth remains strong, transit usage is low – just 1% of households utilize public transit. Although this usage is consistent with the region (2%), when combined with high rates of working from home, it demonstrates the relative affluence of the PMA.

Context Map



Demographic Trends



Economic Context

Having seen rapid growth of its knowledge sector economy, the PMA has emerged as a regional tech hub hosting upwards of 700 companies. The local tech hub has brought about a new and changing workforce, characterized by a desire for flexibility, accessibility, and proximity—all trends in progress prior to, yet expedited by, the COVID-19 Pandemic. As a result, the existing landscape of isolated, auto-dependent office, retail, and housing is increasingly prone to becoming obsolete. Therefore, to remain competitive in a growing region, the Study Area will need to contain a mix of uses at higher densities with linked activity centers throughout.

The PMA includes 8% of the MSA's population, yet captured 13% of regional job growth, having added 77,500 jobs since 2010. As shown in the map on the facing page, employment density is by far the highest along Highway 400. Of these newly-added jobs, 39% are within high-paying knowledge sector industries such as information and finance. The addition of such positions has contributed to the corridor's emergence as a regional technology corridor, home to roughly 700 tech companies within the PMA. Consequently, Alpharetta has one of the highest average number of tech jobs in any U.S. city and is well-positioned to grow its workforce and start-up scene.

Key Trends

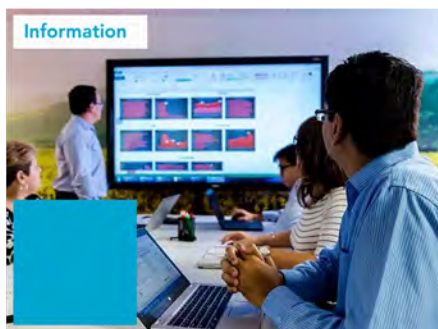
Job growth in the PMA has been strong over the last decade – the PMA added 77,500 jobs from 2010 to 2019.

The PMA has attracted substantial knowledge sector growth – 39% of net new jobs in the PMA are in high-paying knowledge sectors, higher than the rate of regional growth in these sectors (37%).

The PMA's large share of Administrative and Support jobs poses some risk – 10% (29,800 jobs) of jobs are in administration & support, which is projected to decline by nearly 5% nationally over the next decade.

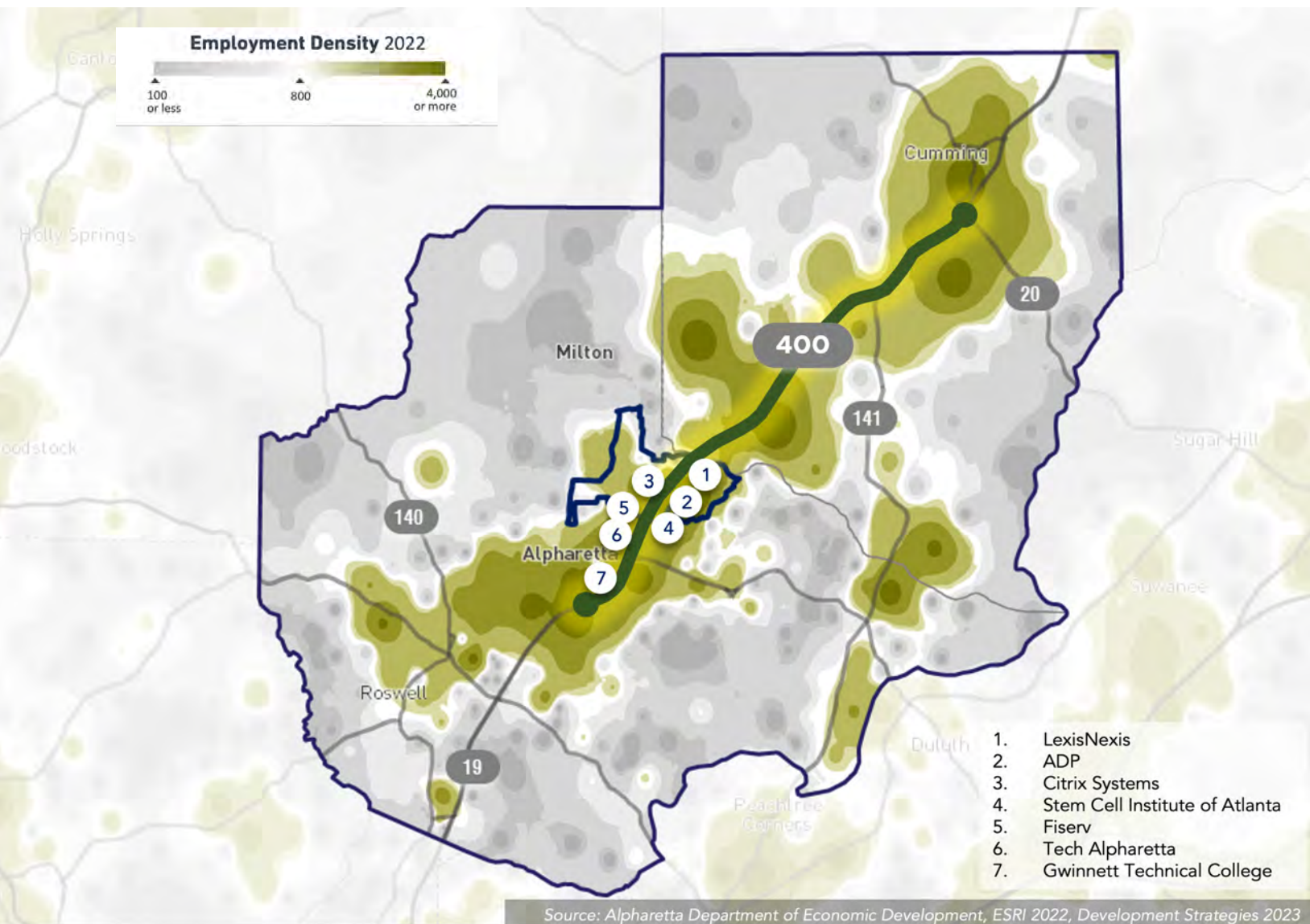
More than a third of the PMA's workforce live-work in the PMA – 36% of workers live in the PMA, meaning that 64% of workers commute from elsewhere.

Key Job Sectors in the Study Area



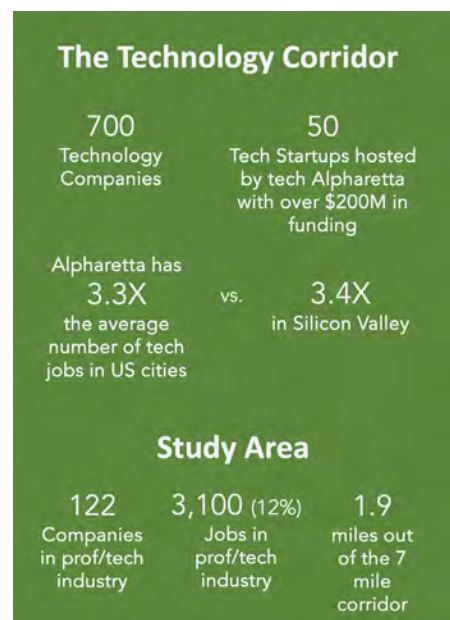
Source: U.S. Census (DataMap, 2019)

Economic Trends



Expansion of tech-oriented jobs offers a buffer to economic obsolescence; however, the growing number of jobs in administration and support could pose challenges, as these jobs are forecasted to decline 5% by 2030. Further, the PMA is not effectively capitalizing on its highly-educated population: just 36% of PMA workers live in the PMA, indicating a need to improve both regional transit access from outside of the region and connectivity within the PMA.

Tech Alpharetta, a technology incubator dedicated to growing innovation and technology in the City of Alpharetta, continues to generate technology-based employment momentum within both the city (and therefore Study Area) and the larger region. As of January 2024, Tech Alpharetta has helped with the creation of 1,452 new jobs in Alpharetta and a total of 2,064 jobs in the state of Georgia.



Office Overview

The Study Area's office market is foremost characterized by suburban-style developments, located along major thoroughfares and overwhelmed by adjacent parking lots. As these buildings were primarily built in the 1980s and 90s, based on a suburban office park model developed in the 1950s, they are representative of a dated conception of the workplace. While COVID significantly expedited their decline, these office spaces were already struggling to compete, as workers and employers alike sought more centrally-located sites that served as "destinations", offering easily accessible amenities, retail, and housing.

In the 1990s, the Study Area emerged as one of the premiere office destinations in the region, having seen a massive expansion of Class A development. As a result, the Area went from having essentially no office space in the mid-1980s to a present total supply of 7.1 million SF. In recent decades, however, these trends have slowed considerably: since 2010, the Study Area has added 225,000 SF, only a small fraction of PMA-wide deliveries (3.8 million SF). In the midst of an increasingly competitive environment, Class A vacancy rates have soared from 5% in 2016 to 20% in 2023, though this is somewhat consistent with post-pandemic regional trends. Simultaneously, rents have remained roughly equivalent to 2019 rates. Given relatively little new development, the Study Area maintains a low Class A market rent (\$26/SF) when compared to the MSA (\$32/SF), yet is consistent with

Key Trends

Competition is growing – the Study Area has a total supply of 7.1 million SF, yet only 225,000 SF has been added since 2010; simultaneously, the PMA gained 3.8 million SF

Vacancy is on the rise – the Study Area's average Class A vacancy has increased from 5% in 2016 to 20% in 2023, although the current average Class A vacancy in the MSA is comparable (21%)

Rent growth has been flat since 2019 – the average Class A rent in the Study Area of \$26/SF is consistent with the PMA (\$27/SF), yet lower than the regional average (\$32/SF)

Substantial development pipeline, but uncertainty of timing – according to CoStar, there is 4.9 million SF of office space proposed in the PMA; how much and how long this development will take, however, is highly uncertain.

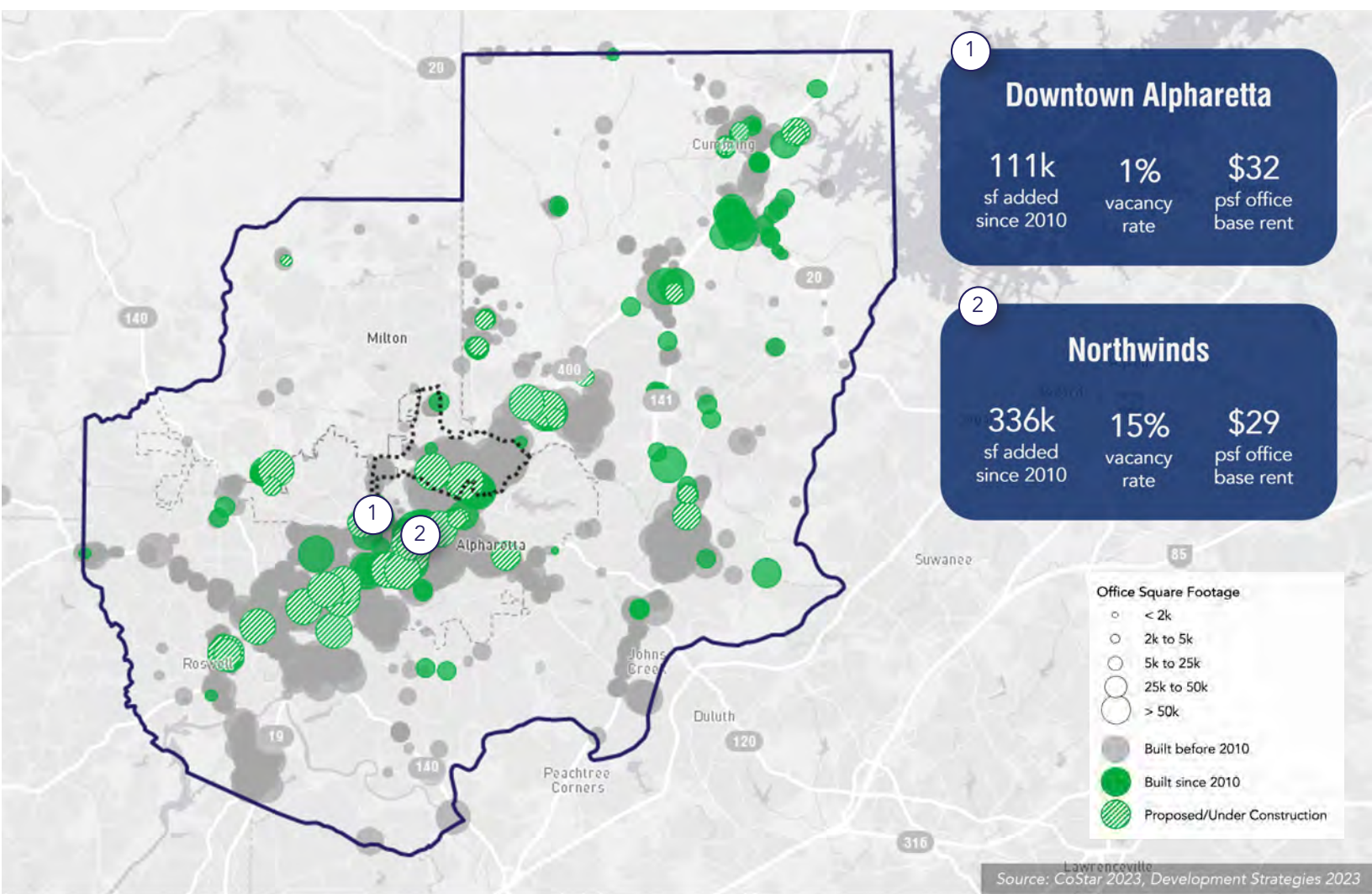
the PMA (\$27/SF). As of mid-2023, there is 4.9 million SF of office space proposed in the PMA—a figure that most certainly will decline, given low occupancy and high risk of speculative development.

Representative of the Study Area's office stock are all large-scale developments with upwards of 100,000

Projected 10-year Demand (Fulton County)



Office Overview



SF and maintain elevated vacancy rates, ranging from 11% to 100%. In comparison, more recent mixed-use developments, such as Downtown Alpharetta and Northwinds Summit (which is a part of the larger Northwinds Master Plan), both located southwest of the Study Area, have sustained stronger performance. Both developments maintain low vacancy and high rent rates that significantly exceed those achieved in the Study Area, suggesting heightened demand for more integrated, mixed-use developments.

Ten-year projections for Class A, Class B, civic, and medical office demand in Fulton County are displayed on the facing page. The Study Area will capture only a small fraction of this demand: likely no more than 1% of Class A space (77,500 SF) and 7% of Class B space (88,200 SF). Expanding this capture rate would require implementing land use and development strategy, such as increasing transit access and housing density.

PMA	MSA
+3.7M sf added since 2010	+30.4M sf added since 2010
9.5% change since 2010	10% change since 2010
\$38 psf rent on office built since 2010	\$42 psf rent on office built since 2010

Residential Overview

As the Atlanta region has swelled, the PMA has captured significant growth of the recently added housing stock; yet, none of these new units are within the Study Area. Housing development is the key to the economic vibrancy needed to sustain and build out commercial centers, offices, and entertainment and recreational amenities in the Study Area. In other words, failure to build a range of housing options means that the Study Area will miss out on future economic prosperity—prosperity that is most readily afforded by increasing the density, diversity, and connectivity of the housing stock across the Area.

Since 2010, the PMA's multi-family housing market has expanded significantly, adding over 8,700 units, shown in the map on the facing page. Despite strong PMA-wide activity, the Study Area maintained its stock of 3,000 units, which is concentrated around the Area's northern edge, west of Highway 400. Following strong delivery activity, the 9% vacancy rate in the PMA is high (between 5% and 7% is considered an industry-standard healthy vacancy rate), though this is consistent with the similarly high-growth MSA. Further, rents have risen dramatically, with the PMA's average rent increasing by 28% since 2020 alone, well exceeding the MSA wide growth of 20%. With a per unit asking rent of \$2,300 for units built since 2010, newly delivered units in the PMA cater to high-income renters.

The single-family market in both Milton and Alpharetta has grown, with each community adding 2,700 and 3,100 units since 2010, respectively. In recent years, for-sale housing has become highly cost-

Key Trends

Strong multi-family housing market – since 2010, 8,700 units have been delivered in the PMA, expanding total inventory 30%; however, there has been no new development in the Study Area

Vacancy rates are increasing – the average residential vacancy in the PMA is 9%, though this is equivalent to the regional average

Average rents are increasing – since 2020, market rent in the PMA has increased 28%, exceeding the regionwide increase (20%)

Large share of smaller households – over half (52%) of PMA households contain one or two persons, which is only slightly lower than the regional average (59%)

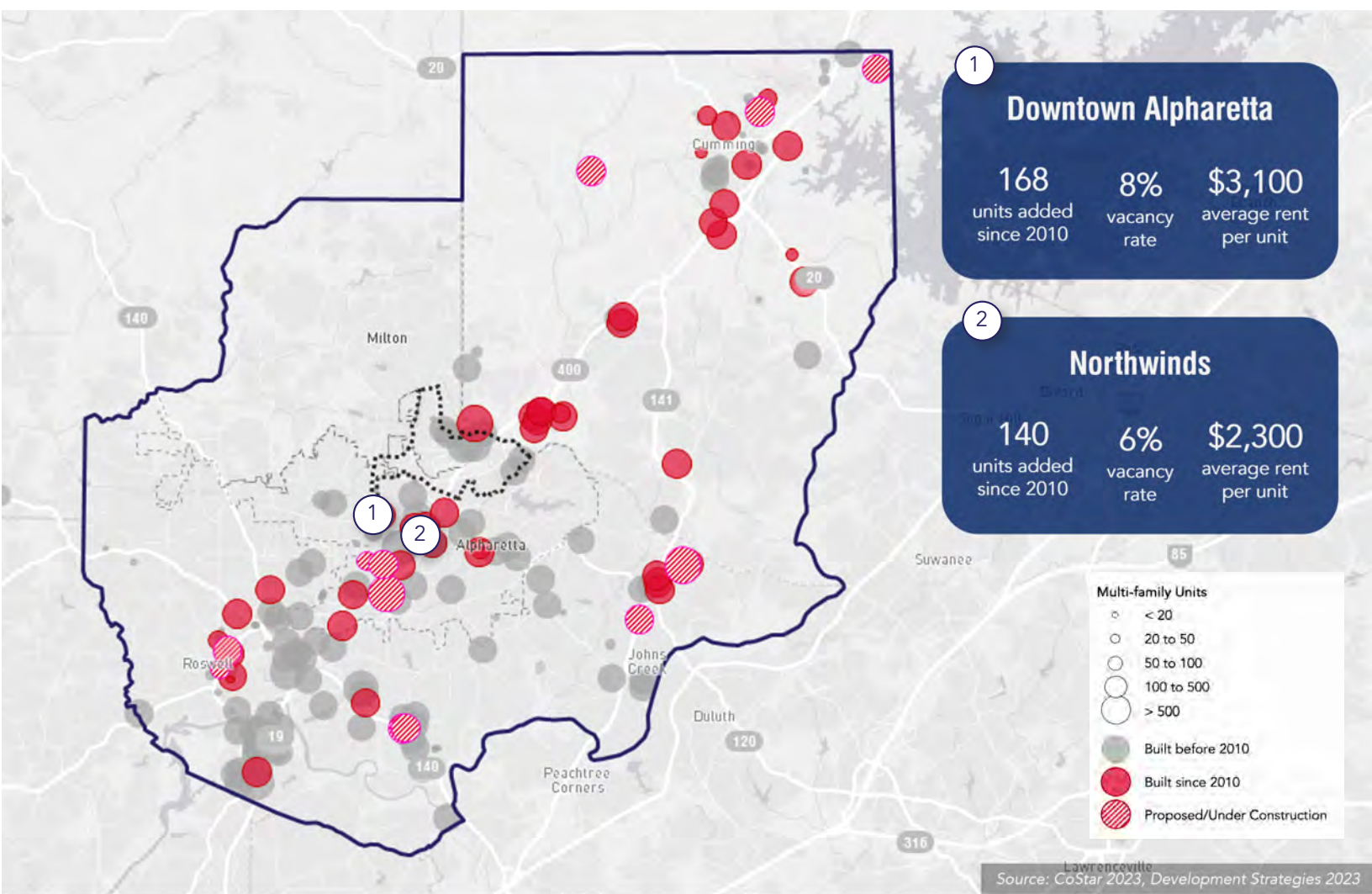
prohibitive: according to Zillow, the median housing value in Alpharetta is \$680k—up 55% since 2018—while the median in Milton is even higher (\$870k). Recently-delivered high-density for-sale developments reflect these trends, with asking prices for 2,000 to 4,000 SF townhomes ranging from \$500k to over \$1.7M. The expansion of the multi-family and high-density for-sale supplies in the PMA reflects strong (and growing) demand for high-quality housing from a diverse range of household types.

Demographic trends indicate increases among smaller, non-family households occupied by young professionals and empty nesters. As a result, the

Tapestry Segmentation: Key Groups in the PMA



Residential Overview



housing supply must meet demand from a population characterized less by the typical suburban family household with children. Displayed on the facing page, Esri Tapestry data suggests rising demand from moderate- to high-income households including singles, couples, and families. Assuming a consistent share of renters and owners, by 2032, the PMA is expected to gain 21,700 net new households—18,300 owner-occupied and 3,400 renter-occupied.

Alpharetta and Milton are highly sought-after communities of choice in the region; therefore, the Study Area could readily capture a significant portion of the PMA’s 21,700 newly-added households. The primary limit to growth is the will to develop new housing, particularly rental housing. Solely considering the availability of vacant land, the Study Area could accommodate up to 4,500 new units (900 townhomes and 3,600 apartments), capturing 20% of the PMA’s residential demand. Increasing density would raise this number, while developing based on existing housing typologies, dominated by for-sale single-family, would lower capture and, therefore, the Study Area’s potential economic activity.

PMA	MSA
+8,700 units added since 2010	+124,100 units added since 2010
30% change since 2010	28% change since 2010
\$2,308 per unit rent on MF built since 2010	\$1,995 per unit rent on MF built since 2010

Retail Overview

Shaped by ever-evolving consumer preferences, economic condition, supply chain logistics, and technology, retail needs to adapt with rapid succession to remain competitive. The Study Area's market is no exception, as it faces extensive regional competition to capture spending from a limited, though expanding, pool of customers. Since the Pandemic, a number of clear trends have emerged, including a growing preference for smaller, experientially-driven retail spaces, better integrated with other uses like housing, entertainment venues, and office space. With a central location and robust retail stock, the Study Area can readily reposition and reinvent its retail space to meet these new preferences.

Despite the disruptions brought about by the pandemic, retail markets have remained strong both regionally and locally. Vacancy rates are low in the Study Area (5%) and MSA (4%), despite all-time high regional delivery activity in 2022. That being said, the Study Area has captured only 5% of PMA-wide deliveries since 2010, with most new supply clustered at the southern end of the Study Area (see map on facing page). Nearby competition is extensive, as the Study Area is within a 20-minute drive of 36M SF of retail space. Consequently, rents in the Study Area are low (\$22/SF) relative to the PMA (\$30/SF). An added potential driver of this trend is net absorption—from 2018 to 2021, net absorption in the Study Area was negative, in contrast to in the PMA, where net absorption was negative solely in 2020. Given these trends, to maintain its competitive position in a saturated market, retail development in the Study Area will need to adapt to changing consumer preferences.

Key Trends

Vacancy rates at pre-pandemic levels – vacancy in the Plan Area is 5% compare to 4% in the MSA

A very competitive retail market – there is 36M SF of retail space within 20 minutes

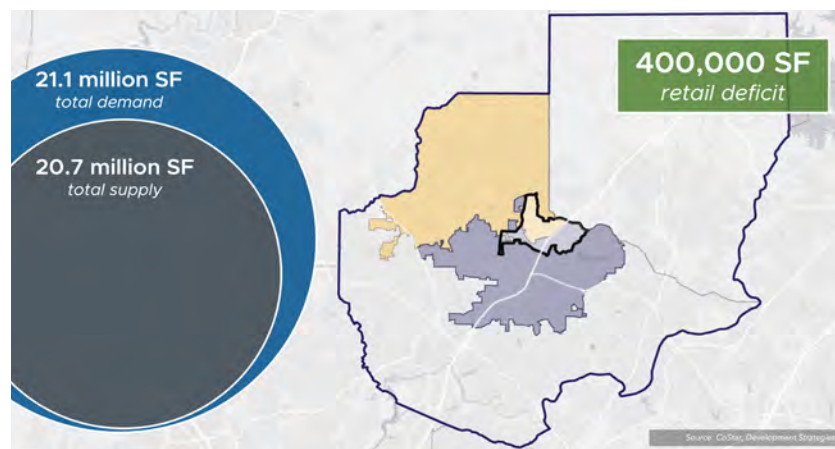
Local steep competition – since 2010, 175k SF of space was added to the Study Area, comprising 5% of PMA deliveries (3.5M SF)

Average study area lease rates have remained flat since 2020 – with an average rent of \$22/SF, the Study Area's new supply falls short of new supply in the PMA (\$30/SF)

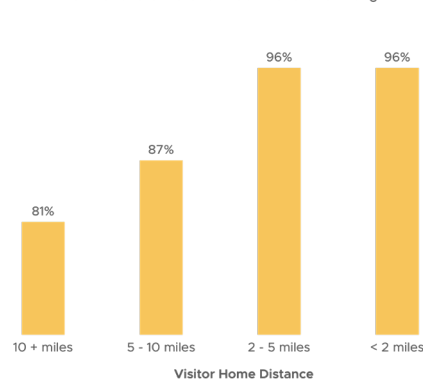
Retail centers in the PMA generally have low vacancy. Older, strip-center properties have somewhat weaker performance, whereas new mixed-use centers, such as Halcyon, sustain relatively high occupancy. This suggests that less auto-dependent retail models can prove stable in the regional market, even with intensive competition.

Demand for future retail development has (and will) evolve in accordance with broader trends. For instance, spending has largely kept pace with elevated inflation, yet consumers are increasingly looking to get more “bang for [their] buck” by patronizing retailers like discount stores and fast casual restaurants. Additionally, retailers are increasingly serving local, as opposed to regional, markets; shown on the facing page, Study Area visitation rates in 2022 from residents living within 5 miles largely returned to pre-pandemic levels, while visitation from farther distances

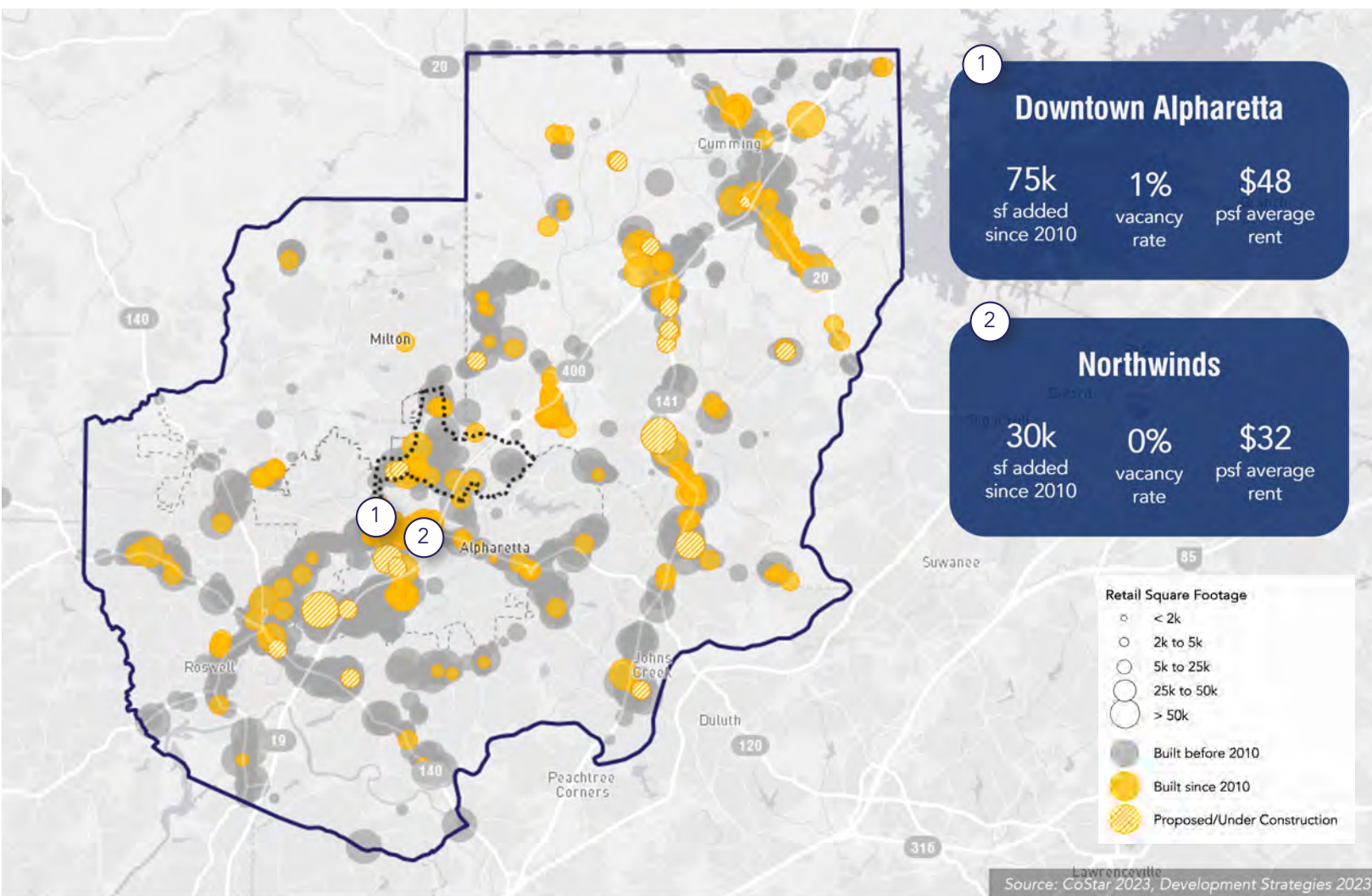
Retail Supply Gap



Percentage Return to Pre-COVID
Visitor Levels by Home Location
2022 share of total annual visits over 2019



Retail Overview



has yet to recover. Retail will likely need to adapt to diminished visitor rates, as the volume of retail supply per capita regionally continues to decline.

Considering these factors, the PMA currently has a supply gap of 400k SF of retail and, based on projected 10-year population growth, could accommodate a further 1.2M SF. Applying the Study Area's historic capture rate, it can justify adding 84k SF, or roughly equivalent to a large grocery store. Elevating these capture rates will require the addition of population density, as new development is expected to be smaller in scale and primarily serve the local community.

PMA	MSA
+3.5M sf added since 2010	+26.4M sf added since 2010
11% change since 2010	8% change since 2010
\$30 psf rent on retail built since 2010	\$27 psf rent on retail built since 2010

Hospitality Overview

Although the hospitality sector was disrupted dramatically by the COVID-19 Pandemic, the Study Area's local market recovered quickly as risk of transmission declined. Further, the PMA's market has expanded significantly in recent years as the area has emerged as a major employment hub. To continue this momentum, and avoid obsolescence, future hotel development should occur alongside the creation of integrated spaces that provide good access to transit networks, entertainment venues, and industry centers.

Local and regional hospitality markets have largely recovered in recent years, as they continue to evolve in the wake of COVID-19. Since 2010, the PMA has added 1,900 rooms, a 40% increase in the total stock. Of these, 249 rooms were added in the Study Area. In accordance with this added stock, coupled with the pandemic, average occupancy in the PMA (65%) is under 2019 levels (71%). Demand in the PMA has yet to fully recover, with a 12-month demand of 1.34 million room-nights compared to 1.40 million in 2019. In contrast, the 12-month ADR for PMA hotels is \$122, having recovered from its pandemic era low (\$79) and resumed the level from 2019 (\$121). That being said, this recovery does not take into account recent inflation, which significantly raised operating costs, and suggests that the hospitality market still remains vulnerable post-pandemic.

Displayed in the map on the facing page, hotel deliveries in the PMA were concentrated along Highway 400, which is emerging as a major technology-oriented corridor. Hotels along the highway in the PMA maintain relatively high 12-month ADR (\$152) and occupancy (66%). These figures demonstrate that the integration of hotel properties with retail, office, and residential uses along a highly-trafficked corridor has proven successful, even with business travel still trailing pre-pandemic rates.



Key Trends

New supply is entering the market – nearly 1,500 rooms were added in the PMA since 2019, of which 249 were in the Study Area

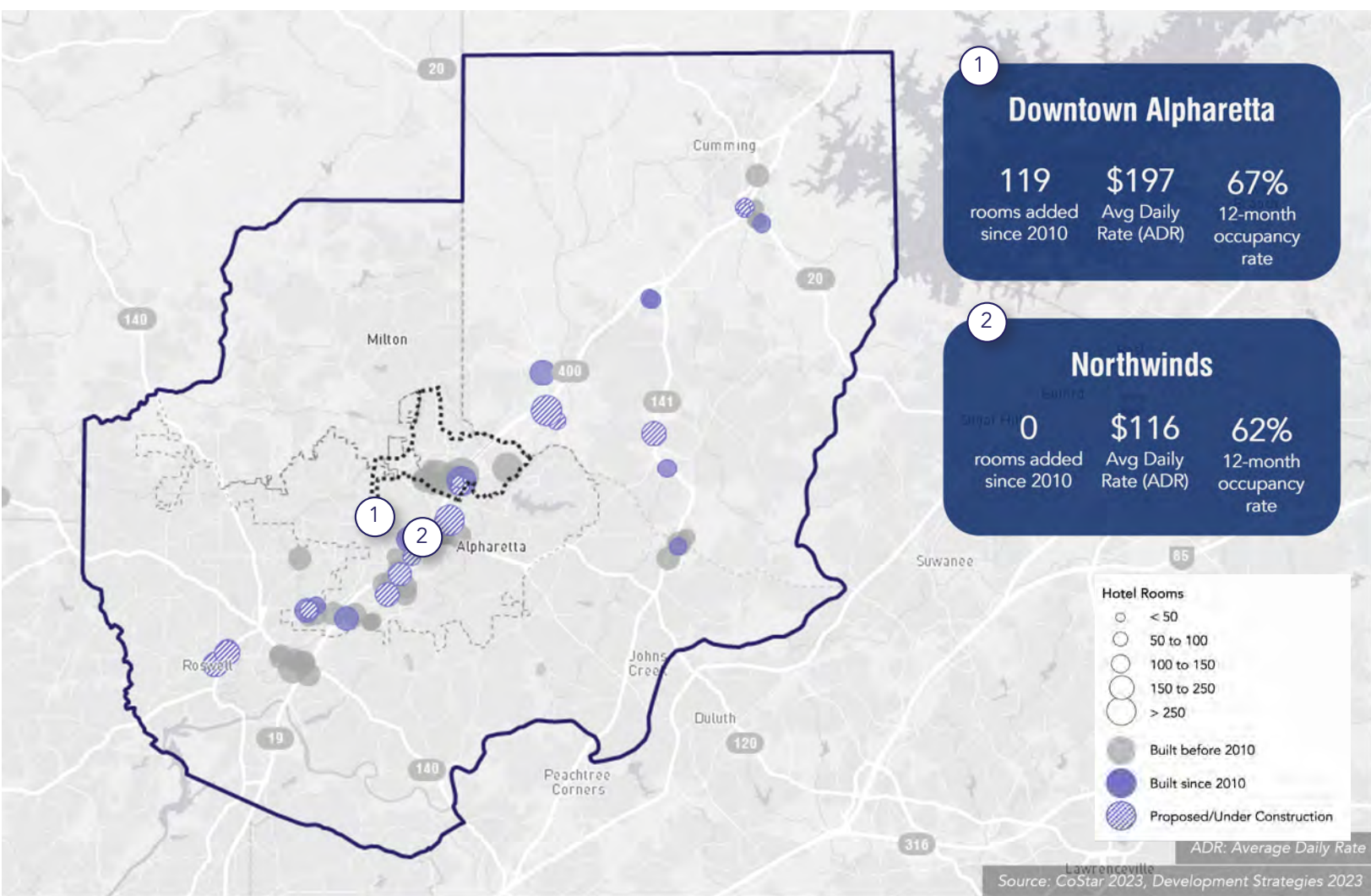
Average occupancy in the PMA remains below pre-pandemic levels – the average 12-month occupancy is 65% as of late-2023 compared to 71% in 2019

Total room-nights in PMA is just below pre-pandemic levels given new supply – 12-month room-nights totaled 1.34 million by late 2023 compared 1.40 million in 2019

Average daily rates (ADR) are back to pre-pandemic rates in the PMA – with a current 12-month ADR of \$122, ADR has recovered from a low of \$79 in 2021 and is equivalent to 2019 levels (\$121); however, this figure does not account for the inflation that occurred in the interim



Hotel Overview



The supply in the PMA is dominated by mid to upscale franchise hotels, a selection of which are displayed to the right. Most recent deliveries serve the upscale market, though only one property (Hilton Alpharetta) is within the Study Area. Otherwise, all hotels in the Area are over 20 years old and serve the upper-midscale to upscale tiers. This is true of the City of Milton’s sole hotel, which is within the Study Area. Built in 1999, it has a 12-month occupancy rate of 60% (per January 2024) and an ADR of \$124. It’s 2019 ADR was \$139, which hit a pandemic-era low of \$77 between March 2020 and March 2021.

Per 10-year demand projections, the PMA can support an additional 770 rooms, of which 210 are expected in the Study Area. With a 50-unit midscale hotel in the final planning stages, a growing short-term rental (e.g., Airbnb) market, and existing low occupancy, a more conservative estimate is 120 rooms. Given the existing supply, the “mid-level” franchise market is oversaturated, leaving a gap for independent, boutique, and luxury hotels. Any future development should be co-located retail nodes, transit stations, and high-visibility interchanges, so as to ensure long-term marketability.

PMA	MSA
+1,920 rooms added since 2010	+17,600 rooms added since 2010
40% change since 2010	19% change since 2010
\$144 ADR on hotel rooms built since 2010	\$135 ADR on hotel rooms built since 2010

Community Engagement

Through two community meetings and an online survey, the Milton and Alpharetta communities helped guide this plan's recommendations.

Home to thousands of jobs and residents, the Study Area is both a significant source of municipal tax base as well as a residential community. With this in mind, this study aimed to engage with both Study Area employees and residents alike. As such, this process included two community meetings held in the Study Area, one at the onset of the project and a second meeting toward the end of the process to preview the plan's main ideas. Through both meetings, more than 90 people attended, the majority of which were residents of the neighborhoods within and near the Study Area.

While community meetings are an effective tool in engaging with residents and neighborhood leaders, they are less effective in reaching commuters and employees. The planning team thus devised an online survey directly targeting these employees. The survey was shared via email with key stakeholders, and attracted 808 responses, from which 87% were people who worked in the Study Area boundary.

The planning process was also guided by a Core Group of Milton and Alpharetta business owners, residents, and community leaders that met with the planning team on four occasions. This group acted as a sounding board for the planning team, reviewing engagement results and previewing recommendations. The group's feedback and input was instrumental in refining these materials prior to sharing with the community.

Other Meetings:

Workshop with Milton City Council

Presentation to Alpharetta Development Authority

Site Visits and City Staff Meetings

How We Engaged

2 Community Meetings

1 Online Survey

90

Total people in attendance at two community meetings directed to Study Area residents

808

Total Responses to an Online Survey directed at Study Area Employees

4 Meetings with a Core Group of community leaders

The Windward Parkway & Highway 9 Strategic Master Plan was guided by a Core Group of Milton and Alpharetta business owners, residents, and community leaders.

Adam Orkin
Orkin & Associates

Bernie Tokarz
Cloverhurst LLC,
NFCID Milton appointment

Brian Taylor
Taylor Morrison

David Fisher
Morgan Stanley

Dennis Carman
Bike Alpharetta

Elaine Harris
Vitality Living

Francis Kung'u
Chair of Alpharetta Planning
Commission

Glenn Aspinwall
JLL Commercial Broker

Gloria Mattei
Milton Business Council Board
Member

Isaiah Yancy
Regency at Windward Square
Townhome Assos.

Jake Meek
Builder, Toll Brothers

Joe Bucher
Southwest Value Partners

Josh Barnes
Orkin & Associates

Kevin Landry
NELSON

Kimbrle Matherly
Deerfield Association

Laura Wysong
Milton Planning Commission, resident

Leslie Day Harrell
Jackson Healthcare, NFCID Alpharetta

Mindy Selig
Selig Enterprise

Nick Garzia
CIM Group

Community Meetings

Community Kickoff Meeting

The Windward Parkway & Highway 9 Strategic Master Plan held its first Community Meeting on Wednesday, May 24 at the True North 400 office space in Avalon, between 5:30 PM and 7:30 PM. This meeting included open-house style activities with interactive stations and informational displays, and was attended by more than 50 community residents during the two-hour event. Based on map results from this meeting, most attendees were residents of the Deerfield area, or of the residential communities around Highway 9.

The activities in the open house were designed to provide the planning team with a rich understanding of how residents perceive the Study Area, what improvements they would like to see happen, and how these are prioritized. As shown in the maps on the following page, meeting attendees were asked to share their favorite destinations within the Study Area (bottom map) and which areas need to be changed/ improved (top map). As seen on the maps, residents enjoy the shopping and retail of Windward Parkway, and access to the Big Creek Greenway. Nonetheless, they see opportunities for improvement along Highway 9, near where meeting attendees reported residing.

Second Community Meeting

The planning team hosted a second Community Meeting on Wednesday, November 15th at the Hilton Alpharetta on Windward Parkway, between 5:30 PM and 7:30 PM. This meeting included open-house style activities with interactive stations as well as a brief presentation sharing the Four Big Ideas for the Study Area detailed in the following chapter of this report. This second meeting was attended by more than 40 residents and business owners, a majority of which were residents of the area.

Those who attended the meeting shared insights on the four ideas, highlighting the value of a connected trail network in bringing residents near destinations. Many also expressed excitement in the vision for two community destinations sites, and helped share with the planning team how they would use and gather at these locations.



Community Kickoff Meeting

50

Total people in attendance throughout the 2-hour open house event

191

Total comments received on various boards, displays, and activities.

249

Total stickers placed on various maps and activities.



Second Community Meeting

40+

Total people in attendance throughout the 2-hour open house event (35 sign-ins)

74

Total comments received on various boards, displays, and activities.

77

Total stickers placed on various maps and activities.

Change/Improve

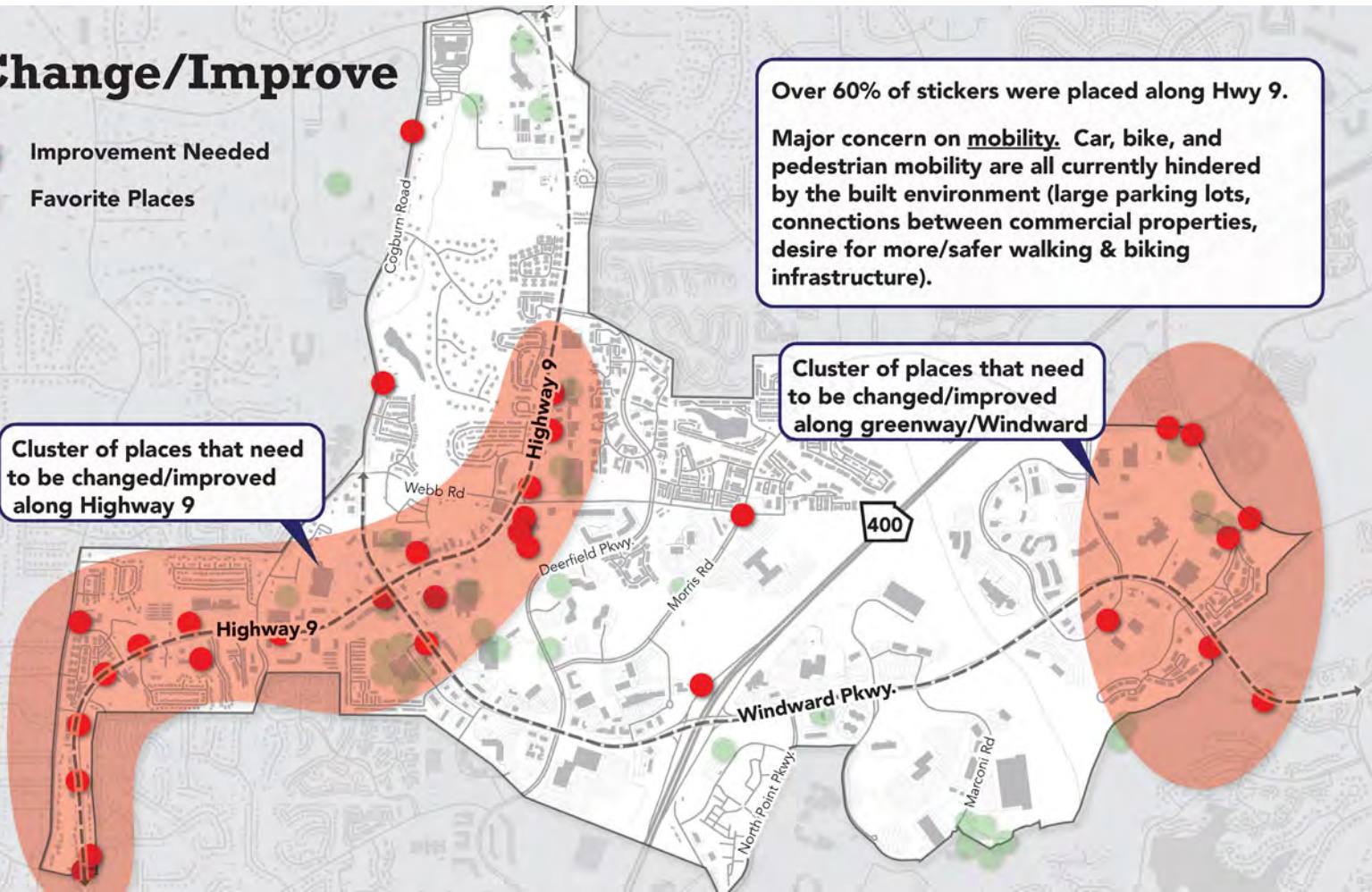
- Improvement Needed
- Favorite Places

Over 60% of stickers were placed along Hwy 9.

Major concern on mobility. Car, bike, and pedestrian mobility are all currently hindered by the built environment (large parking lots, connections between commercial properties, desire for more/safer walking & biking infrastructure).

Cluster of places that need to be changed/improved along greenway/Windward

Cluster of places that need to be changed/improved along Highway 9



Favorite Places

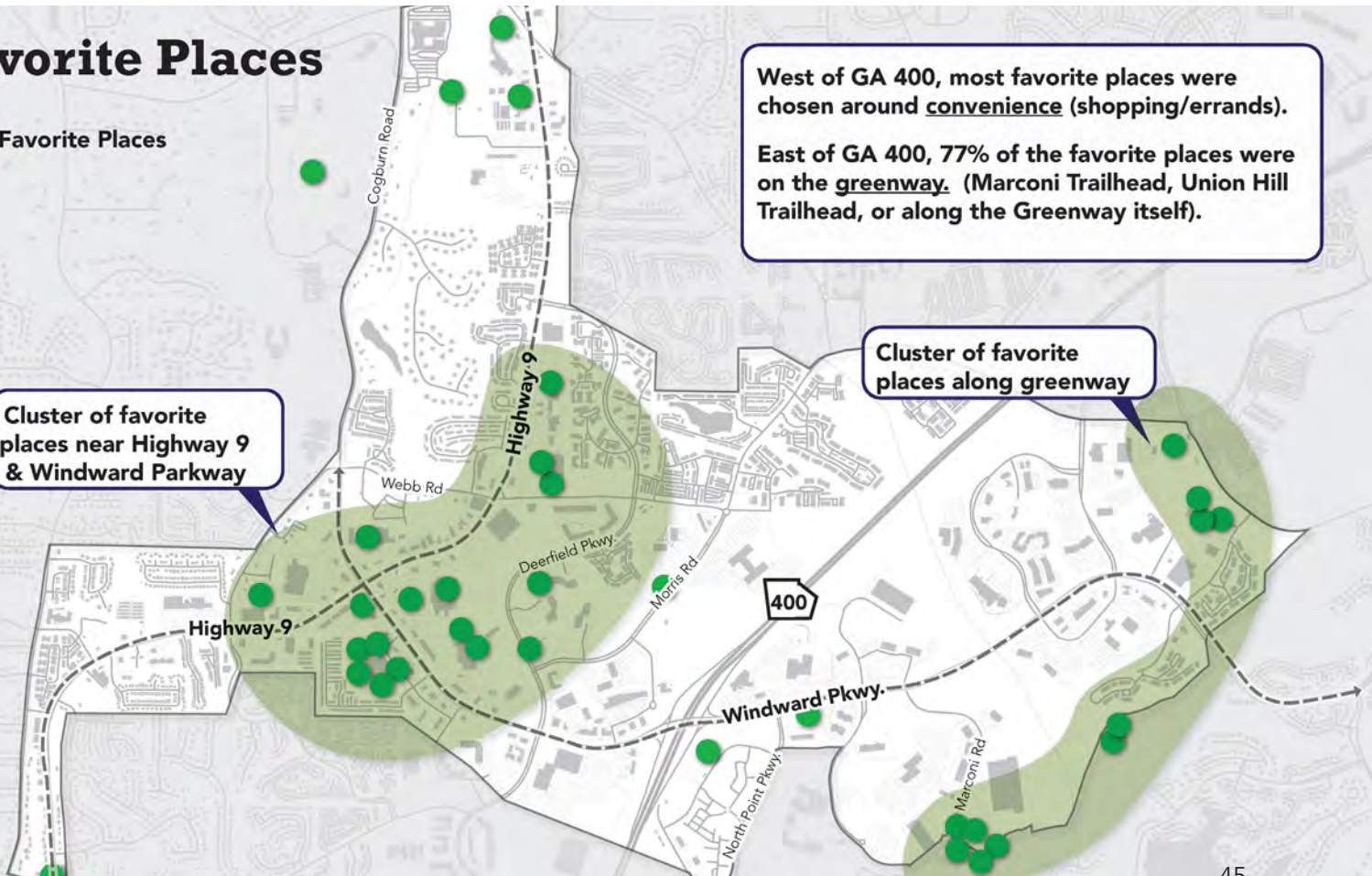
- Favorite Places

West of GA 400, most favorite places were chosen around convenience (shopping/errands).

East of GA 400, 77% of the favorite places were on the greenway. (Marconi Trailhead, Union Hill Trailhead, or along the Greenway itself).

Cluster of favorite places near Highway 9 & Windward Parkway

Cluster of favorite places along greenway



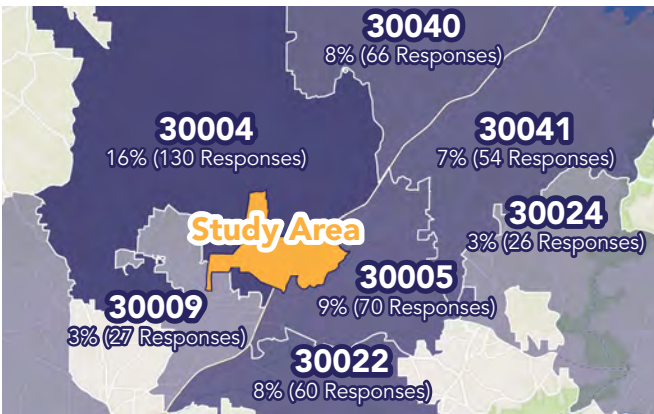
Online Employee Survey

The planning team released a survey directed at Study Area employees between May 22 and June 16 of 2023. Shared by the Cities of Milton and Alpharetta to key stakeholders and businesses via email, LinkedIn, and online newsletters, the survey attracted 808 responses over a month-long period. The responses, the full summary of which is available as an appendix to this report, has a subset of key findings detailed in the paragraphs below.

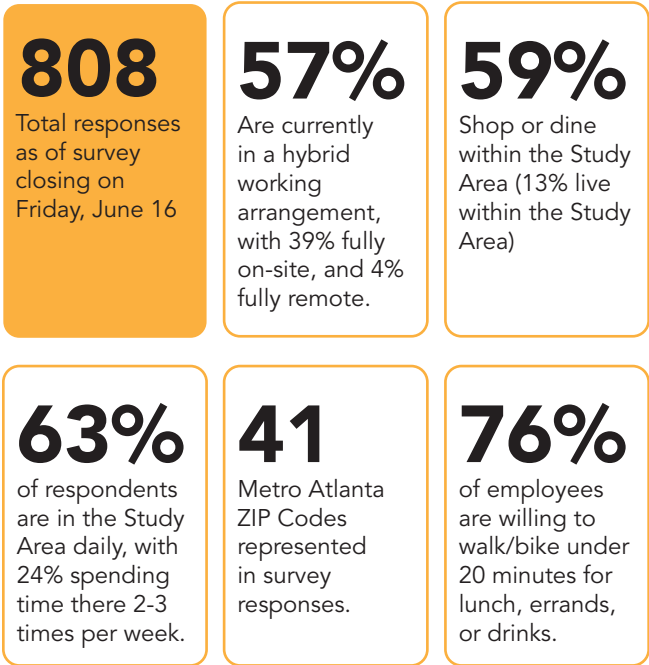
The online survey was largely taken by employees who work in the study area - about 86% of responses were from employees who identified as having an office within the Study Area boundary. Of these employees, 63% reported that they come into the area on a daily basis, either for work, errands, or entertainment. This is higher than the 39% of employees who reported working fully on site, as 57% of those responding noted that they follow a hybrid working arrangement that includes some work from home. This can be partly explained by the large amount of respondents (59%) who reported that they shop or dine in the area, with 13% living in the area.

Survey respondents were largely concerned with traffic and congestion. With commute times largely above the national average of 27 minutes (35% of commuters reported a commute of more than 30 minutes) - employees in the Study Area are highly influenced by congestion, 97% of which are driving a car. When asked what activities would motivate them to come into the Study Area more often, most written responses mentioned a desire for a shorter, easier, or more convenient commute. Despite these challenges, when asked if improvements to the built environment would encourage them to return to the office, at least half of employees were willing to do so.

Nonetheless, a critical mass of employees would spend more time in the Study Area if it offered more distinctive dining and retail options. Respondents noted that while 74% of them patronize restaurants in the Study Area during office days, they are far less likely at 24% to stay in the area for dinner or drinks after work. Walkable destinations with a strong sense of place, like Avalon or Downtown Alpharetta, were noted as more inviting placed for these types of social activities.



ZIP Codes with greater than 3% of responses



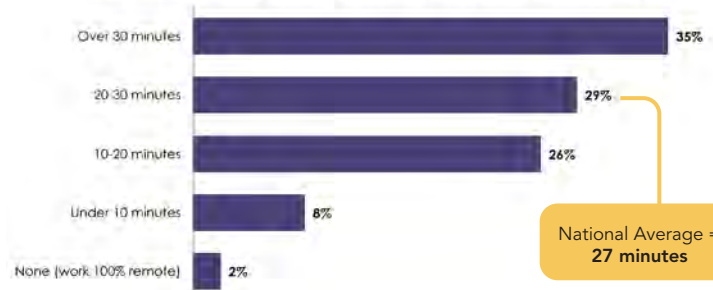
Lastly, despite being a car-centric area, there is pent up demand for walking and biking. Though a majority of errands and trips are accomplished with a car, 76% of those surveyed noted as being willing to walk or bike under 20 minutes to grab lunch, run errands, or have a drink with friends/colleagues. Those who did so clarified that the experience of walking or biking mattered in making that decision, with many noting that they would only walk or bike if it feels safe, convenient, and pleasant.

Commuting into the Office

If you currently work remote/hybrid, would you be encouraged to return to the office more if there were more direct improvements to the built environment such as connectivity to trail networks and increased connectivity to dining/retail opportunities?

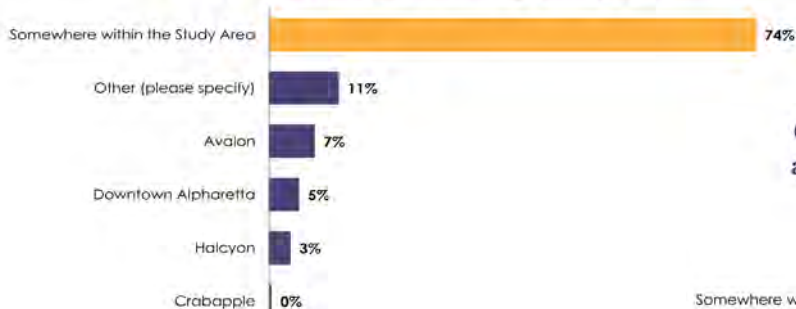


About how long is your current commute to work?

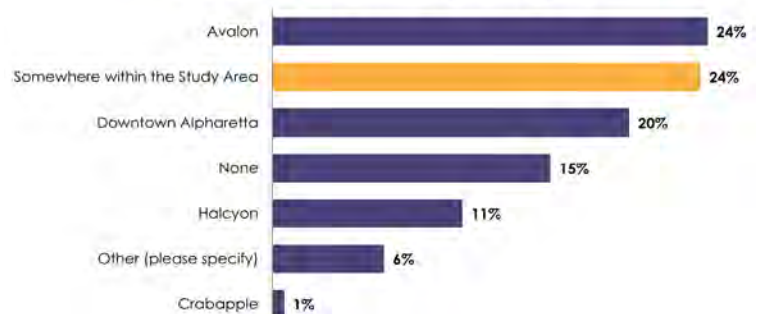


Outside the Office

On days you work in the office and go out to lunch, where do you most typically go?



On days you work in the office and go out after work (for dinner/drinks/socializing), where do you most typically go?



I Would Spend More Time in the Study Area If..

Major Themes

It had less traffic/congestion

My commute/traffic wasn't this bad

There were more areas like Avalon/Halcyon

Restaurants were more varied & accessible

It included more safe spaces for all ages

Had mobility options other than driving

Five Key Takeaways from our Engagement

The recommendations in this plan have as a foundation the hundreds of voices engaged through the planning process. In analyzing the feedback received at community meetings, Core Group meetings, and in the online survey, a series of key themes were often repeated and augmented in the comments and ideas received. From these comments, the following five key themes emerged as representative of an overall community sentiment around the future of the Study Area. These five key themes, detailed below, include:

- 1. Improving mobility is key to the success of the area:** It is hard to get around the district for both drivers and pedestrians, which causes stress and influences the perception/experience of the district. Employees noted that congestion and long commute times highly influence the decision of returning to the workplace, whereas residents noted that traffic and lack of connectivity makes reaching destinations challenging.
- 2. The area lacks authentic and local experiences:** The study area lacks a “sense of place” and vibrant walkable destinations, making it challenging to compete with Avalon or Halcyon for dinner/drinks. This is especially true to Study Area employees, who noted in the online survey that they are less likely to patronize businesses in the area for these activities. Nonetheless, residents value the current retail offerings, and would like to see more walkable and distinctive places to visit, similar to Alpharetta’s City Center or Milton’s Crabapple.
- 3. There is a need for additional parks and open spaces:** There is consensus among both residents and employees that green space with a variety of amenities and programming is lacking. Residents of the neighborhoods near Highway 9 expressed a desire for a community park, whereas employees noted an opportunity for additional green spaces near office buildings.
- 4. Major roadways divide as well as connect the district:** The two corridors that define and connect much of the Study Area, Windward Parkway and Highway 9, also contribute to creating barriers for pedestrian and vehicular travel. Wide crossing distances, car-centric design, and a lack of alternate routes make these two corridors challenging to transverse. Additionally, GA 400 creates an east-west divide for retail and other amenities, and disconnects Milton and Alpharetta residents from the Big Creek Greenway system.
- 5. The quality of the built environment and amenities will influence working arrangements for large employers:** Through the online survey, employees working in the Study Area were able to provide feedback on their working arrangements and commute decisions. Though fully remote working arrangements are on the decline since 2020, many continue to follow a hybrid work schedule. The Study Area’s long commute times and congestion continue to highly influence whether employees choose to work from home, or commute into the office. Despite these challenges, about half of those surveyed noted that improvements to the quality of the surrounding district, the availability of green space, and a diversity of food/drink options and programmed amenities can help persuade them back into the office and Study Area.

Five Key Takeaways

Improving mobility is key to the success of the area.



The area lacks authentic and local experiences.



There is a need for additional parks and open spaces.



Major roadways divide as well as connect the district.



The quality of the built environment and amenities will influence working arrangements for large employers.





3

Four Ideas for the Study Area

1 | Connecting the Dots

2 | Serenity & Amenity

3 | Ales to Trail

4 | Lakefront Property





Idea 1

Connect the Dots

The vision for the Windward/
Highway 9 area starts with creating a
framework for a more walkable and
connected district.

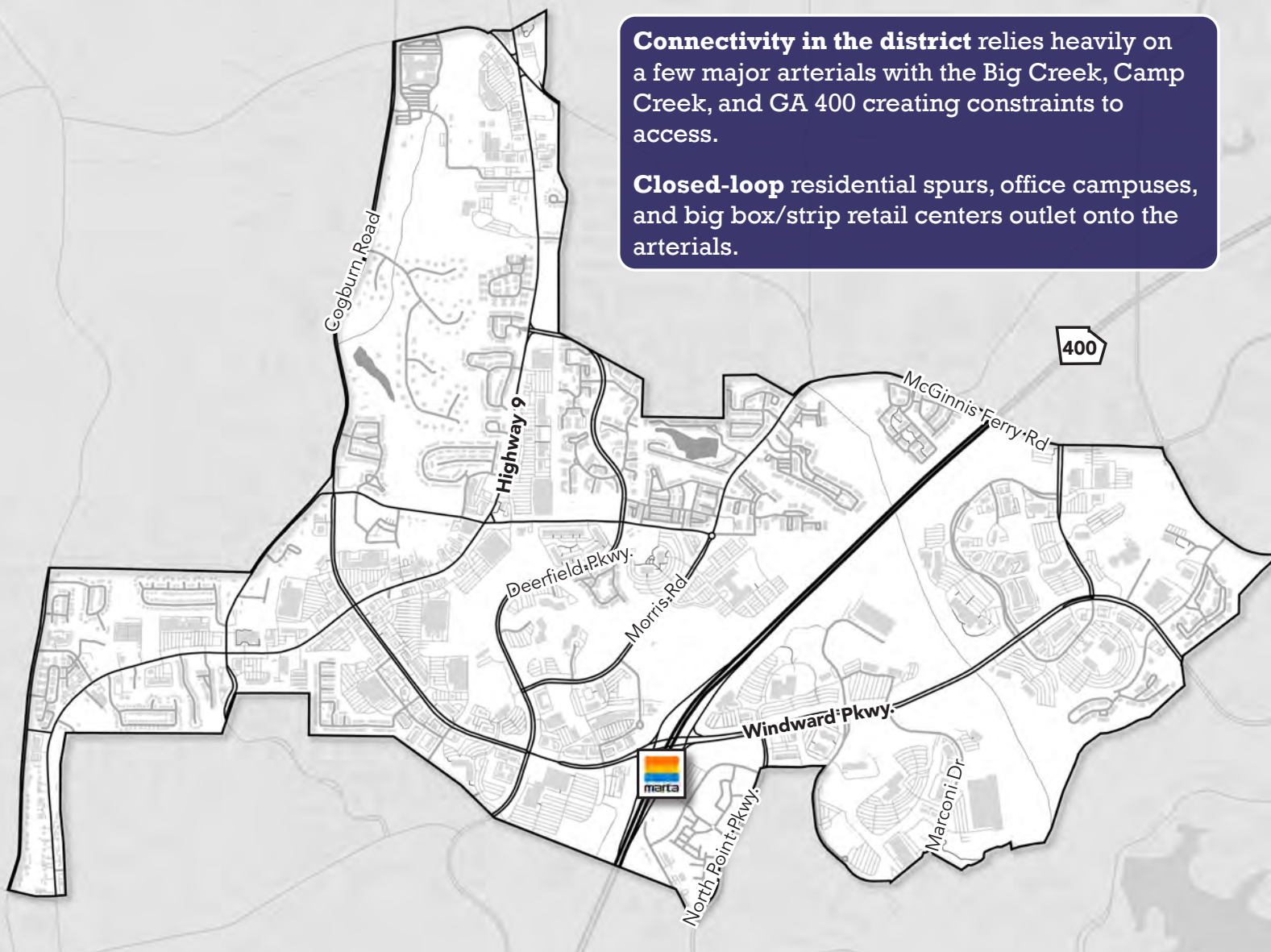
Mobility to, and more importantly, through the Study Area is the most repeatedly emphasized priority by past planning efforts and public feedback from current employees. With an average one-way commute time of about 30 minutes, many of the district's employees spend significant amounts of time in route to and from the district on a daily basis. Many survey respondents expressed frustration that a large chunk of their time commuting to and from work was spent traveling very short distances within the district due to traffic congestion around peak workday travel times.

At a national level, A 2021 study by the Bureau of Transportation Statistics found that more than half of all daily trips in the United States were less than three miles in distance, with 28% of total trips being less than 1 mile. And since 1960, vehicle miles traveled (VMT) has increased sevenfold (per the Office of

Energy Efficiency & Renewable Energy), while the population has only doubled. Together, these data points communicate that society is driving much more than we used to, and many of those driving trips are quite short. These insights are re-iterated in the public feedback that was received - while many have a willingness to walk or bike places, most do not within the Study Area because the conditions are not conducive or safe to do so.

"I work in a corporate office where individuals walk to their vehicles and drive to local food destinations that are EASILY within walking distance."

- Online Survey Response



Existing Street Network

The auto-dominance of the Study Area is most visible in the major pressure put on a few key arterial roadways that act as the collection points for most of the major employment centers and retail clusters within the district. Public feedback mentioned these roadways can get so busy that an informal network of access roads and parking lots end up being used as travel routes for patrons trying to move through the district and more efficiently navigate the rush-hour gridlock.

One key indicator for connectedness and mobility is that of block size. In general, areas within cities

that are inherently very walkable or provide a grid of connected streets typically have perimeter block sizes of less than 2,000 feet or 1/3 of a mile (For reference, Downtown Savannah, GA, has block perimeters of less than 1,000 feet). Within the Woodward/Hwy 9 Study Area, there are several blocks whose perimeters exceed a mile. The centrally located block that is bounded by Woodward Parkway, Highway 9, Webb Road and Deerfield Parkway has a block perimeter of over 2.5 miles (13,200 feet). This kind of a block size greatly discourages connectivity on foot or bike and forces all vehicular traffic to queue up at major intersections, such as the Woodward Parkway/Deerfield (and Westside) Parkway intersection, which experiences close to 50,000 vehicles pass through it daily from all directions, per the Georgia Department of Transportation.

Potential Street Connections

A few new road connections that are designed to be user-friendly for both vehicles and pedestrians, at key locations within the Study Area, have great potential to positively influence general mobility within the District. A new roadway connection at Windward Parkway and the entrance to the Plaza at Windward ("A" on adjacent Map) would create a seamless access onto Morris Road and into the heart of the residential area of Deerfield, reducing the number of vehicles that travel west along Windward Parkway just to turn onto Deerfield Parkway. This connection can also activate the potential for a future secondary street network around the Plaza at Windward shopping center, repositioning the conveniently located commercial center for success through pedestrian scaled redevelopment. At the time of this plan, the eastern portion of the Plaza at Windward shopping center has high vacancy, influenced by its configuration and limited visibility (Its almost 600 feet removed from Windward Parkway and positioned behind other retail establishments). A new public roadway connection could not only ease surrounding traffic congestion, but also breathe increased access and visibility into this shopping center, which has great proximity to GA 400 and adjacency to the future Continuum development, but its potential is

constrained by its current form and configuration. Roadway connectivity here would also unlock greater potential for sites in Milton along Morris Road. This connection could be truly catalytic and mutually beneficial for both municipalities.

Another potentially catalytic street connection is the connection from Highway 9 to Deerfield Road in between the former Fry's retailer and Wal-Mart ("B" on Map). This would in essence cut the 2.5-mile super-block in half, providing much easier and direct access to GA 400 for those coming south on Highway 9. If the new roadway includes a strong streetscape and redevelopment plans for surrounding parcels promote buildings that frame the roadway, a shift from auto-dominance to pedestrian friendliness can begin to occur within that portion of the Study Area.

On the eastern side of the Study Area, roadway connections at Dryden Road between North Point Parkway and Edison Drive ("D" on map) and between Marconi and Edison Drives ("E" on map) would create a network that could operate adjacent to and separate from Windward Parkway. If these connections were made, someone at the Big Creek Greenway Marconi Trailhead could traverse over to North Point Parkway and out of the district, without ever needing to get on Windward Parkway. This is significant as several of the top employers in the City of Alpharetta (and thus big contributors to commuter traffic in the Study Area) are located along Edison and Marconi Drive, or just north of them. The current lack of redundancy, or



Existing Street Network with Potential Street Connections

 Potential Street Connections

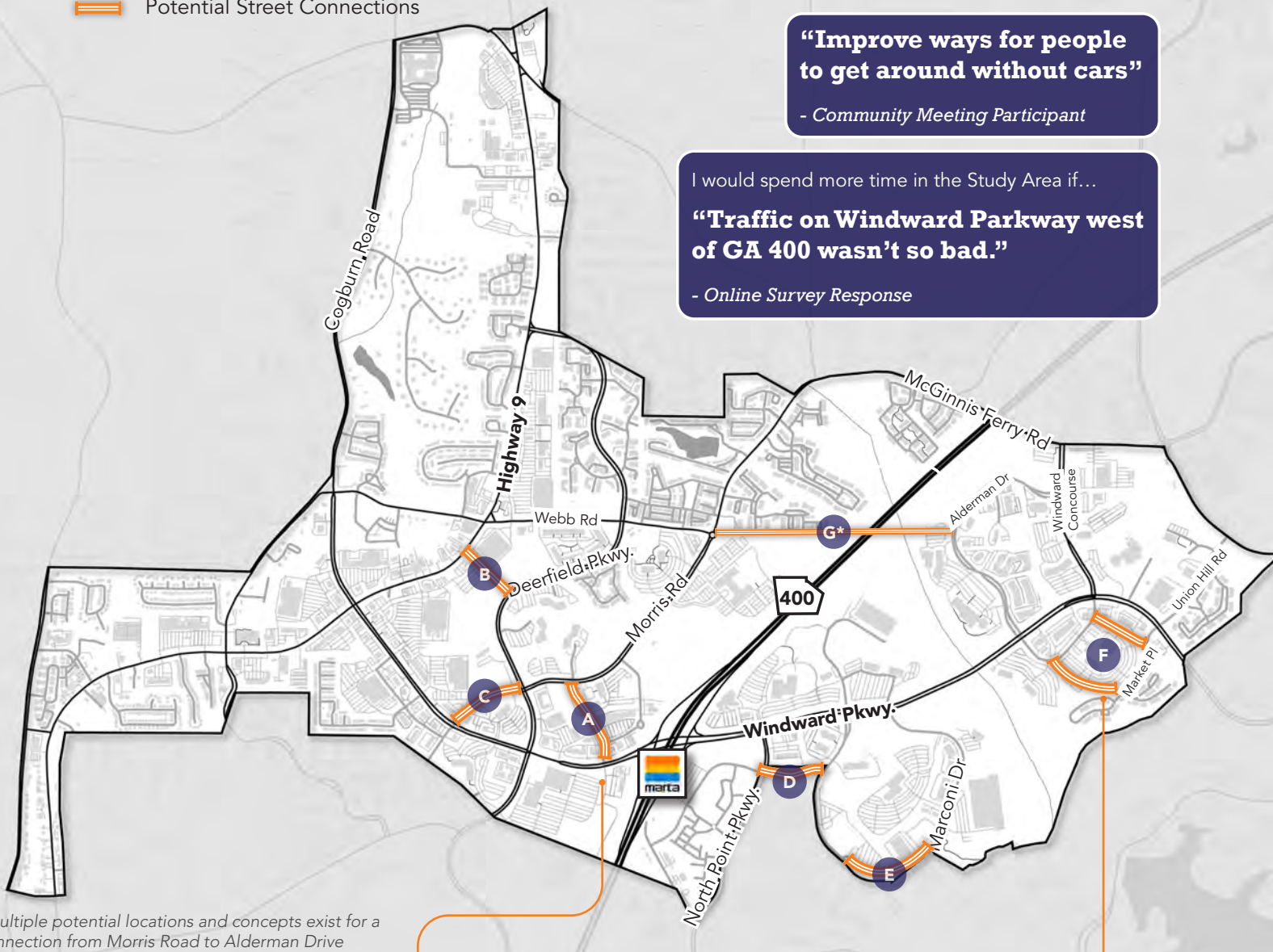
“Improve ways for people to get around without cars”

- Community Meeting Participant

I would spend more time in the Study Area if...

“Traffic on Windward Parkway west of GA 400 wasn’t so bad.”

- Online Survey Response



multiple options for movement through the district, is one of the most frustrating aspects of the Study Area, brought up by residents and employees alike. These connections can add a layer of “roadway resilience” and a sense of choice to travel that does not exist today.

Another example of roadway resilience and redundancy are proposed connections between Market Place and Windward Plaza, which runs parallel to Windward Parkway (“F” on map). Recommended as part of the Urban Land Institute’s 2023 Technical Assistance Panel for Windward Plaza, these connections could lead to other future roadway connections and the emergence of a pedestrian-oriented area, better serving the existing office users, retail establishments and adjacent apartments while also positioning the district to receive additional mixed-use investment within the setting of supportive and adequate roadway infrastructure. They also connect Market Place to Windward Concourse without the need to use Windward Parkway. It also offers a pedestrian scaled connection from the Big Creek Greenway to Windward Plaza’s retail, without having to traverse surface parking lots, or take the sidewalk along the busy Windward Parkway.

Lastly, extending Webb Road across GA 400 (“G” on map) could connect the two sides of the Study Area using a local road that does not have a major highway interchange.

Potential Trail Connections

When considering the “dots” or destinations to connect to, workplaces, shopping/dining, and activity centers certainly fall under that classification. But green spaces and significant natural features also constitute desired destinations within the district. Two such significant natural features are the lake on Morris Road (“1” on the map on following page), and the Camp Creek floodplain just north of Windward

I would spend more time in the Study Area if...

**“...I didn’t have to drive to it –
More pathways.”**

**“...It was more pedestrian and
or bike/scooter friendly.”**

**“...It felt safe to walk between
different shopping plazas.”**

**“...I didn’t have to depend on
car for my usual needs”**

- Online Survey Responses

Nature-based trail systems rely on the quality of their natural resources to remain attractive to users. **Invasive management** along with careful selective clearing for views and trailside safety conditions is critical for the viability and appeal of the Camp Creek Trail. Moreover, invasive management and **selective stream restoration** provides ecological uplift for the Camp Creek and its receiving waters by creating functional habitat corridors for both aquatic and terrestrial wildlife.



Trail markers along the Camp Creek Trail provide a legible and informative system of routes, distances, and destinations to provide ease of access and navigation for people walking and cycling on the trail. Designed as part of the family of architectural elements that define the Camp Creek Trail network, these markers become part of the brand of the Windward/Deerfield District’s signature trail system.

Existing/Potential Street Network with Potential Trail Connections

-  Potential Street Connections
-  Existing and Potential Trails

Trail infrastructure can catalyze real estate development and encourage healthier lifestyles.

Investments in trails, bike lanes and bicycle-sharing systems have high levels of return on investment. There is evidence of a correlation between access to trail facilities and increased property values

- ULI Active Transportation and Real Estate: The Next Frontier

*Multiple potential locations and concepts exist for a connection from Morris Road to Alderman Drive

Parkway on the eastern side of GA 400 ("2" on map). A future network of trails that connects to and through these areas, provides seamless access to nature for both residents and employees alike, helping also to formalize public green spaces in a district that has very little for its overall size.

The importance of a robust and connected trail network cannot be overstated. Because of how auto-dependent much of our environment is, particularly in places like the Windward Parkway/ Hwy 9 Study Area, multi-use trails offer one of the only legitimate alternatives for mobility. Their effect is far beyond just convenience, as they offer a way

to combat the psychological unsustainability of immersion in constant traffic by offering a healthy mode of travel that is also enjoyable and efficient (when part of a meaningful network). Economically, trail access has been proven to elevate property values and it has become a bigger piece of corporate location strategies and what employers promote as a competitive advantage for their workplaces.

Trails that connect to the MARTA Park-and-Ride, like the ones shown along Dryden Road ("3" on map) and Old Morris Road ("4" on map), have the ability to safely connect residents and workers to regional transportation without the use of a vehicle.

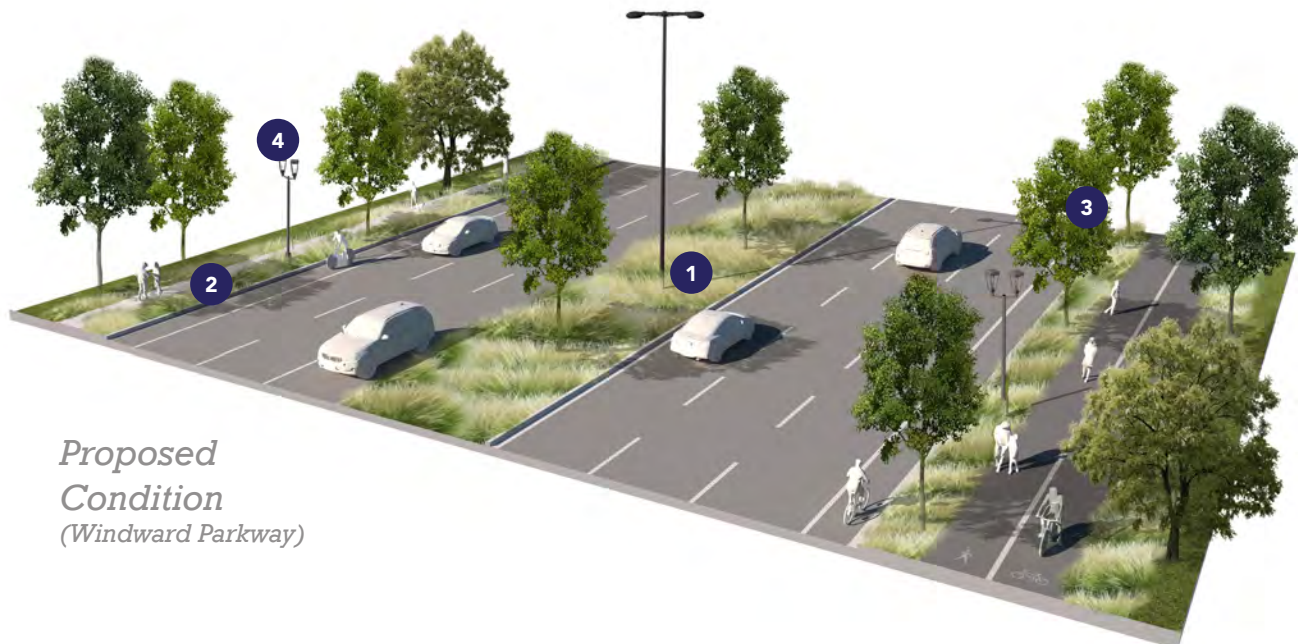
Windward Parkway Streetscape Design

Windward Parkway is the Study Area's key artery, connecting the district from east to west, transporting more than 30,000 vehicles a day in some sections, and gathering travellers from the numerous smaller roads that terminate onto the Parkway. The look and feel of Windward Parkway greatly impacts the perception of the larger district. Over the last decade, efforts from both cities and True North 400 have been undertaken to enhance the experience along the Parkway (particularly close to its interchange with GA 400), but continued enhancement is necessary for the corridor to reach its full potential. Below are a few design recommendations:

- 1 **Native meadow grasses** provide a low-maintenance landscape treatment and an appearance more in keeping with agrarian heritage of Milton and Alpharetta than mowed turfgrass. Native grasses should extend through the setback in rural frontage areas.
- 2 A street **verge** provides a buffer between people walking or biking along the roadside and adjacent vehicular traffic. Combined with large street trees providing shade, native meadow grasses, and pedestrian-scaled light fixtures, the buffer that the verge provides can help reduce the stress of walking or biking near a high-volume

of automobiles. A minimum width of 5 ft for the verge accommodates the root plate growth of most street trees and allows for an adequate soil volume to support the growth of large shade trees.

- 3 **Shade trees** planted in the verge provide critical shade for thermal comfort in the warm summer months, encouraging people to take walking or biking trips. The shadows cast by street trees on the roadway also creates a traffic calming effect.
- 4 **Street lights** at a height designed for sidewalks (14-18ft tall) can provide illumination for safety and evening ambience for people walking or biking along the roadside. The selection of a street light with a style that suggests (but does not replicate) historic fixtures can reinforce the character of a district that is rural in heritage but forward-looking in economic competitiveness and lifestyle.



Windward Parkway Setbacks

Because of the form, function, length and auto-dominant nature of Windward Parkway, a two-tiered approach to building setbacks from the roadway may be effective in curating a sense of place and human-scaled design.

- **Village Setbacks at Regional Crossroads** provide closer building orientation to the road (*maximum 20 foot setback within 400 feet of intersection*) which presents a more pedestrian-friendly feel where edges are present and traffic is moving at a slower pace. These major intersections have marked crosswalks and pedestrian movement is likely to be higher than other areas along the parkway. Walkability and closer buildings that form natural edges can lend to a commercial village feel within these nodes.
- **Rural Setback Corridors** make up a majority of the more than 3.3 miles of Windward Parkway corridor that exists within the Study Area. The sheer length of this corridor, and the reality that large portions of it are used for through-traffic, make it so that these sections would be best suited with deeper building setbacks (40 foot minimum setback).

New Tool For **Connecting the Dots:**

Alpharetta Connect Forward Grant (Effective December 2023)

Goal: To promote and incentivize investment by the City's office park and retail property owners into projects that increase public access to green spaces through improved pedestrian-focused infrastructure and creative placemaking.

How it works: The Connect Forward Grant is funded by the Alpharetta Development Authority, through funds it receives from the City Council to carry out the Authority's statutory purpose of developing and promoting trade, commerce, industry, and employment opportunities for the public good.

The Authority has initially appropriated \$50,000 from its general fund to fund Connect Forward Grants. Grants for eligible projects will be made available on a matching basis, with the Authority offering awards of up to ten percent (10%) of the total project cost, with a maximum award of \$15,000. Applications will be accepted on a rolling basis.

Windward Parkway Village and Rural Setbacks:



Idea 2

Serenity & Amenity

The Windward/Highway 9 Area is home to thousands of employees - bringing them back into the office is crucial to the area's success.

With commercial land use comprising approximately 60% of the land area, the success of office properties influence and impact the overall success of the Study Area. Since the COVID 19 pandemic, employee working arrangements continue to be in flux, with the Study Area's office properties having 51% of their average weekday workforce in 2022 compared to 2019, according to Placer AI data. These data are consistent with the results of the online employee survey, which inform that 57% of employees continue to have a hybrid arrangement, with only 4% fully remote. Thus, despite more office workers returning to the office, a sizable amount continue to have the flexibility to work from home and avoid the traffic and congestion many expressed having as part of a daily commute. The online survey results also suggest that about half of employees could be persuaded to work from the office if there were direct improvements to the built environment, such as trail connections. This section builds on that opportunity.

57%

of employees are currently in a hybrid working arrangement.

Online Survey Responses

50%

of employees would return to the office more if there were improvements to the built environment, such as trail connections.

Online Survey Responses

51%

of employees in the Study Area are back in the office in 2022 on a daily basis compared to 2019.

Average Weekday Workforce (M-F):

2019: 21,000 employees

2022: 10,600 employees

Source: Placer AI

Existing/Potential Trail Network with **Recreational Loops**



Amenitizing the Workplace with Nature

One of the key opportunities in the potential trail network introduced in Connecting the Dots is creating trail experiences within the larger system. While some users will have the time and ability to utilize a larger portion of the trail network, many may only have time for a lunchtime stroll during the workday, a quick dog walk, or a light jog to experience the outdoors. In fact, at the second community meeting, when asked how they would use a future trail system, most attendees voted that they would do so to “contemplate and enjoy nature” or “exercise and recreate.”

With these users in mind, the trail system can include trail loops designed around a natural experience or feature, such as a creek or lake, that provide a

high quality experience in a shorter distance with a convenient beginning and end. The map above shows three of these trail loops, each within walking distance to thousands of employees at the doorsteps of various office campuses. These loops can include consistent branding and signage, while even incorporating portions of existing trails like those within the Verizon Campus (Deerfield Parkway) and parts of the Big Creek Greenway. The three proposed trail loops are:

- **Deerfield Lake Loop:** A mile loop around a lake already popular with Milton residents and adjacent to the Verizon campus.
- **Camp Creek Circulator:** A mile loop along Camp Creek near Lexis Nexis and Woodward Plaza.
- **Big Creek Connector:** A 2-mile loop following portions of the existing Big Creek Greenway with new alignment that follows an existing power easement and Caney Creek.

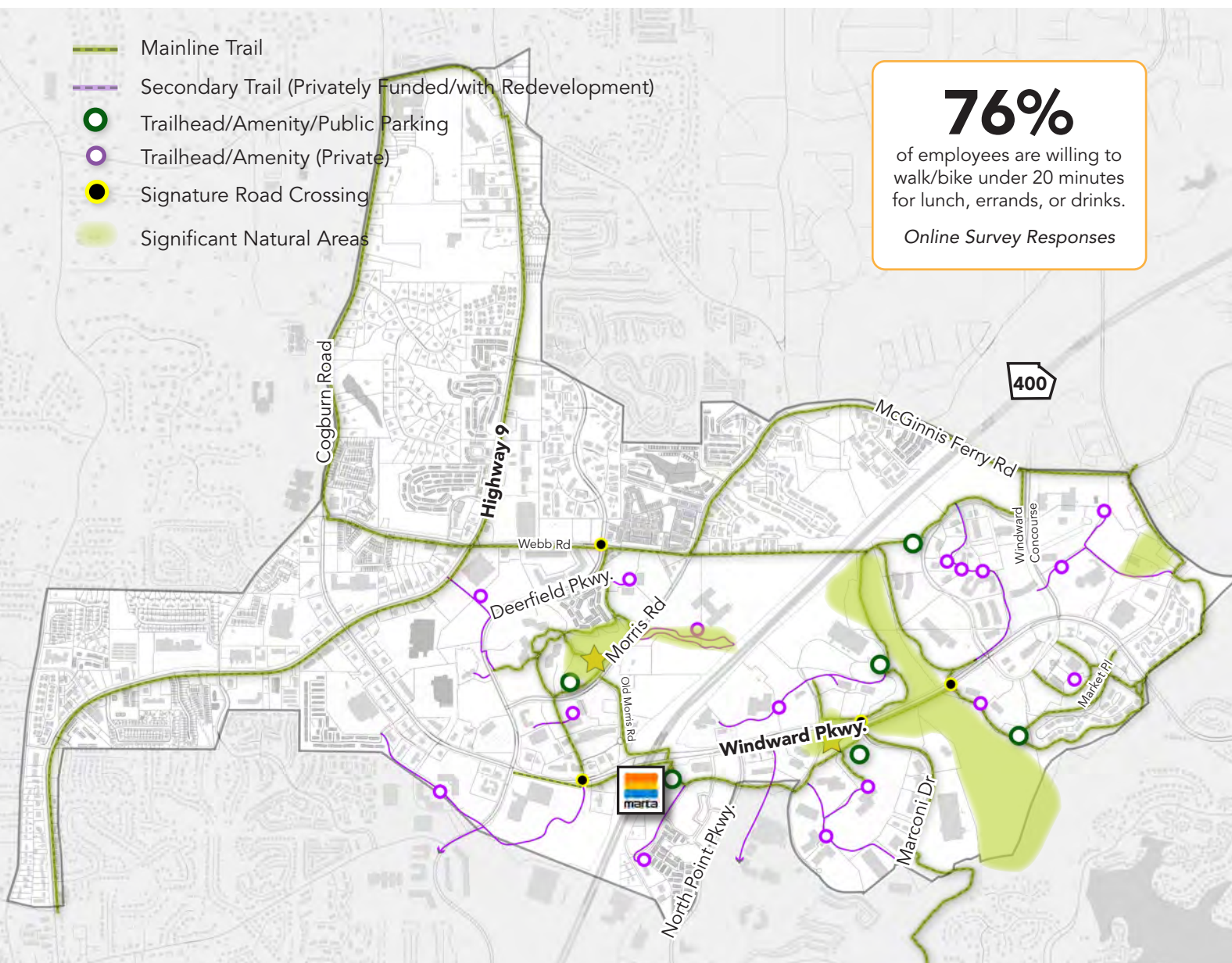
Existing/Potential Trail Network with **Trailheads & Amenities**

- Mainline Trail
- Secondary Trail (Privately Funded/with Redevelopment)
- Trailhead/Amenity/Public Parking
- Trailhead/Amenity (Private)
- Signature Road Crossing
- Significant Natural Areas

76%

of employees are willing to walk/bike under 20 minutes for lunch, errands, or drinks.

Online Survey Responses



Enhancing Trail Access

The vision for a future trail system in the Study Area is a bold interconnected network with various redundancies and access points. Touching both the Milton and Alpharetta city boundaries, as well as properties within the True North 400 improvement district, implementing this vision in an expansive area will require coordination between both cities and various partners. Key segments of the trail network that provide overall connectivity and are near significant access points can be considered as belonging to a “Mainline Trail,” or those that are most likely funded and implemented by a public entity.

Mainline trails are accesses through public trailheads with public parking and green space, noted in green in the map above.

Trail segments primarily serving office campuses and users, on the other hand, are noted as “Secondary Trails.” These trails provide an additional level of connectivity to the network, and are accessed through trailheads on private property or along Right-of-Way near a redevelopment site. Their funding and implementation may vary and be paired with the redevelopment of catalytic sites, or as part of an office property improvement.

Together, both mainline and secondary trails converge to create a world class trail network serving both Milton and Alpharetta residents and employees, while also creating greater pedestrian/bicycle access to the future high-capacity transit station at Windward.

How a Trailhead Could Look in an Office Campus Parking Lot



How a trailhead could look in an office campus parking lot

Trailhead Parks at the perimeter of existing parking areas of Windward and Deerfield businesses can serve both employees and the general public. Sited at key locations near existing or planned trail segments, these Trailhead Parks may include outdoor lounge furniture, al fresco study pods, collaboration spaces, communal lunch tables, or other comforts to inspire and encourage office users to engage in recreation, nature immersion, digital detox, and healthy work day habits. These locations may also include dedicated parking for employees or public visitors that are using the trail network. Supporting features for the trailhead may include bike racks, trail system maps, bike service kiosks, and creative public seating such as lounge swings.

Creating Trailhead Parks

The vision for a future trail network has the opportunity to provide significant greenspace to the Study Area through the addition of Trailhead Parks. These pocket parks, which may include features like seating and lounging areas, dedicated parking, lighting, and trail access, can be scattered through the Study Area serving both mainline and secondary trails.

The addition of trailhead parks is especially critical for office properties looking to amenitize outdoor spaces. The Gensler Research Institute's U.S. Workplace Survey found that employees expect high quality experiences in the workplace as a trade-off in departing the comforts of working from home. One of these comforts, as noted in the online survey results, is access to high quality green space and trails. According to the online survey results, about 76% of Study Area employees are willing to walk/bike under 20 minutes for lunch, errands, or drinks. However, many cite a poor walking environment and lack of convenient access to trails as reasons preventing them from doing so, such as having to walk across large parking areas. Trailhead parks are thus an opportunity to create a high quality green space, suitable for outdoor meetings or recreation, and additionally provide walkable access to nearby amenities.

"...Many employees now expect top-of-the-line office space as a trade-off for departing the comforts of work-from-home. The difference between high- and low-quality assets perhaps has never been wider."

"Effective workplaces that provide great experiences are more likely to be in neighborhoods that have access to a range of amenities including coffee shops, outdoor spaces, and eateries."

- Gensler Research Institute's U.S. Workplace Survey Dec 2022



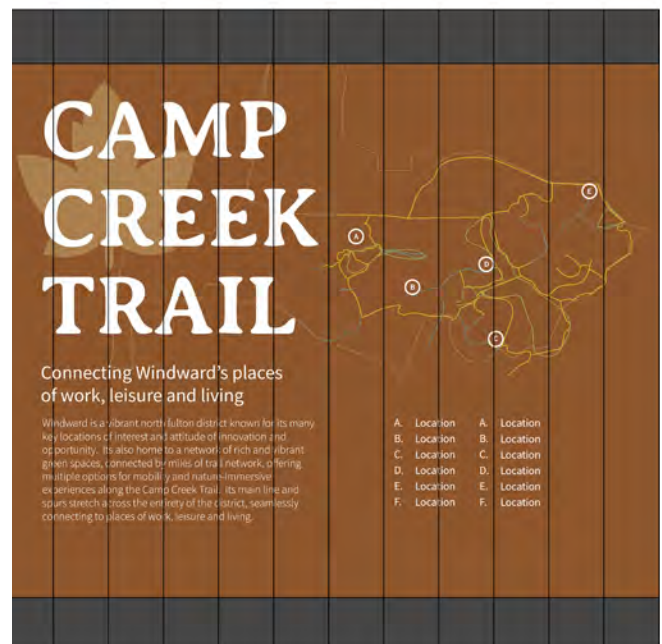
Potential trail gateway feature



The Camp Creek Trail System

Similar to the Alpha Loop or the Big Creek Greenway, trail systems can become part of community fabric. Beyond a greenway, their presence in a neighborhood or district can help connect people to nature and each other, attract economic opportunities, and help define the area's identity. Trail systems that do this effectively tend to have an established brand and nomenclature that feels authentic with its context. Through consistent branding, signage, wayfinding, amenities, and fixtures, trail segments can feel part of a single system. This is the vision for the Camp Creek Trail - a future connector to help define the growth and identity of Milton and Alpharetta communities along GA 400 and Windward Parkway.

Taking inspiration from the area's agrarian past and rural heritage, the concepts in this spread show a potential trail identity package, ranging from gateway features at trailheads to mile markers. These concepts illustrate opportunities on how a future Camp Creek Trail can highlight Milton and Alpharetta's existing identities to establish a common graphic language.



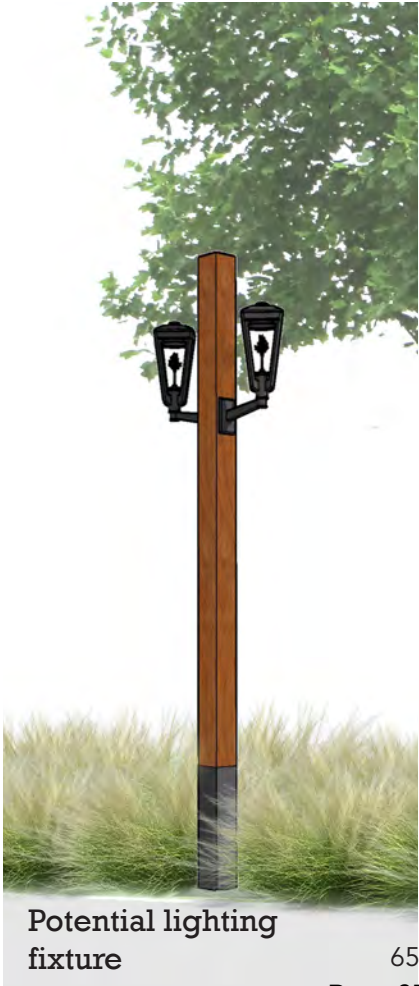
Potential trail seating shed with swing



Potential Trail
mile marker



Potential Trail
seating bench



Potential lighting
fixture



Idea 3

Places to Trails

Our approach to placemaking
centers around creating
distinctive places for people
to come together.

Traditionally, a placemaking strategy focuses on public realm improvements such as public art, banners, gateways, and a cohesive identity package. While these are indeed valuable and important to fostering a sense of place, and are well incorporated into Serenity and Amenity's Camp Creek Trail concept, the Windward and Highway 9 Study Area requires a strategy that goes beyond banners. This section takes a more holistic view at placemaking - one that proposes strategies to shape the perception of the Study Area in the eyes of the thousands of residents, employees, and visitors that move through it on a daily basis. This is especially critical for this area, since one of the key takeaways from the plan's engagement is that "the area lacks authentic and local experiences". This sentiment was repeated by both the residents and employees we engaged, who in the online survey noted that the Study Area lacked the vibrancy and sense of place of nearby places like Avalon, Downtown Alpharetta, or Crabapple.

Recognizing that the Study Area is composed of two different communities, this section finds opportunities for Milton and Alpharetta to find common ground and work together, while each maintaining their unique identities. This section does so through three overall strategies:

- **A Social Campaign** to tell the story of the Study Area, its happenings, and the people that call it home or create great things within its boundary.
- **An Experiential Campaign** built around high quality programming and events to bring the community together.
- **A Place Campaign** that reimagines two sites within the Study Area, each with beautiful nature, into concentrated clusters of rich and distinctive experiences.

Economic Development
Fiscal Health
Community Pride

District Name
District Identity
City Identity
Marketing
Market Strategies
Business Mix
Development Form
Sense of Place



Common Ground.
Unique Identity.



Daily Living & Working

Infrastructure Quality
Trail Connectivity
Green Space Priority
Legible Wayfinding
Low-Stress Mobility
Daily Needs & Convenience
Industry Clusters
News & Communications
Events and Activities
Stories and Profiles



Build around Evolving
Assets

Social Campaign

Well-coordinated, **consistent sharing of notices, news, profiles and stories** that support local businesses, daily living and the daily economy of the district.



Build for People

Experiential Campaign

A diverse program of daily/ weekly programming - **public events and activities** - appealing to district employees as well as a wide range of local audiences and visitors



Build on Enduring
Assets

Place Campaign

Small, concentrated **clusters of distinctive character and rich experience** - anchored by existing green assets - that shape the perception of the greater district.

Social Campaign

The Windward and Highway 9 Study Area is an expansive geography of 2,900 acres, similar in size to the entirety of the City of Decatur. Home to both Milton and Alpharetta's top employers and to thousands of residents, at any given time various events or community gatherings occur within this area. As a regional employment and commercial hub, it experiences significant growth and economic development news throughout the year.

Together with the opportunities in programming described in the Experiential Campaign, there is a distinct opportunity for Milton and Alpharetta to work together in creating a single external repository of news and events, information about the area, and destinations to see and experience. With a strong web and social media presence, this resource can serve an audience in the Study Area that is largely unaware of the minutia of jurisdictional boundaries between Milton and Alpharetta, and amplify existing social media and public relations strategies for both cities.

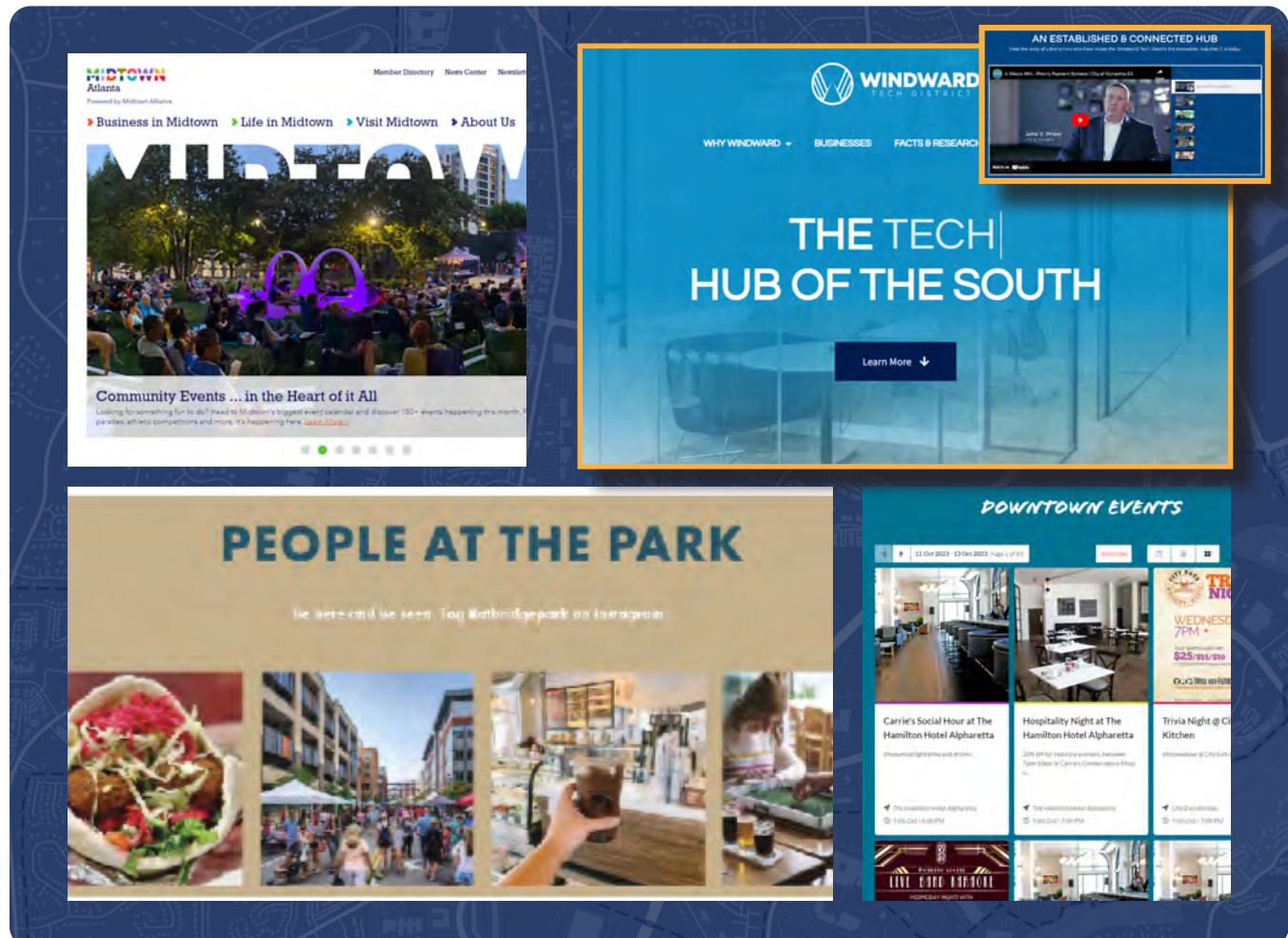
A Social Campaign of this scale, especially one

crossing municipal lines, requires an organized and consistent strategy to disseminate information. As such, Milton and Alpharetta have an opportunity to collaborate on a content release calendar that assists with publishing information, promoting events, and increase community visibility of things happening within the Study Area.

In 2021, the City of Alpharetta initiated the development of a district-wide website to brand the Windward commercial district. Based on direction from a committee of key Windward stakeholders, the website offers a repository of news and events, and acts as a digital economic development tool that promotes all the area has to offer to both residents and employees. While the geographic extent of this effort differs slightly from that of the Study Area, it acts as an existing prototype from which to build from, with opportunities to work with True North 400 and the City of Milton to potentially expand its scope and delineate long-term maintenance responsibilities.

Existing Website, Branding and Social Initiative:

Windward Tech District





Experiential Campaign

Programming that brings people together is at the backbone of every successful district. Small concerts, movie nights, food trucks, outdoor group yoga sessions, and various other events and gatherings can transform a space from a lawn to a destination. These types of events bring people together, attract families and folks of all ages, and help build a sense of community. While most events will attract nearby residents, they may also become a useful tool in employee attraction and retention for the area's large employers.

Through the online survey, employees noted an opportunity for more "things to do" in the area after the workday as something that would help motivate them to come into the office more often. Respondents praised the events and amenities of Avalon and Halcyon as conducive to after work dinner or socialization, and noted the lack of options near their workplace outside of lunchtime hours.

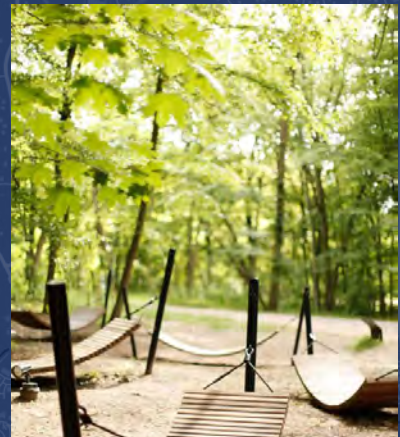
The previous two ideas, Connecting the Dots and Serenity and Amenity, envision a future Study Area where a system of trails connect people with parks and amenitized office campuses. The success of these investments is not just that of the capital improvement, but on the ability to activate and market them to the community. As noted in Gensler Research Institute's U.S. Workplace Survey, employees expect high quality amenities and experiences in the workplace. As such, programming and events is as much about economic development as it is community-building.

Place Campaign

When it comes to creating a district identity and attracting people, destinations are the driving force. Quality physical spaces where people can gather and cultivate experiences are a timeless element of vibrant neighborhoods and thriving cities. While much emphasis has been placed upon connectivity and developing a robust trail network, a trail system alone does not create a sense of place. A rich and resilient sense of place emerges when you have something to do/a place to go that's embedded into the trail network. Beyond that, the place itself needs to have some level of distinction, or uniqueness from other nearby places. In the Windward Parkway/Highway 9 district, which is saturated with strip retail centers and corporate office campuses, two distinctive sites have been proposed as district destinations. Strategically selected due to their proximity, accessibility and natural features, these sites have the potential to be hubs of civic vitality with economic ripple effects.

These potential community destinations, one of which is in Milton and one which is in Alpharetta, are both undeveloped properties along major roadways. They are positioned centrally among major employers, area residents and future transportation connections proposed as part of Connecting the Dots (prior section). They each possess natural amenities that offer serene escapes from the nearby hustle and bustle of traffic and activity.

The design, layout and programming of these community destinations produce quasi-public amenities, providing room for creativity in public-private partnerships to offer a high end experience that benefits the general public and the private property owner.



Proximity of **Community Destination Sites** to Major Employers

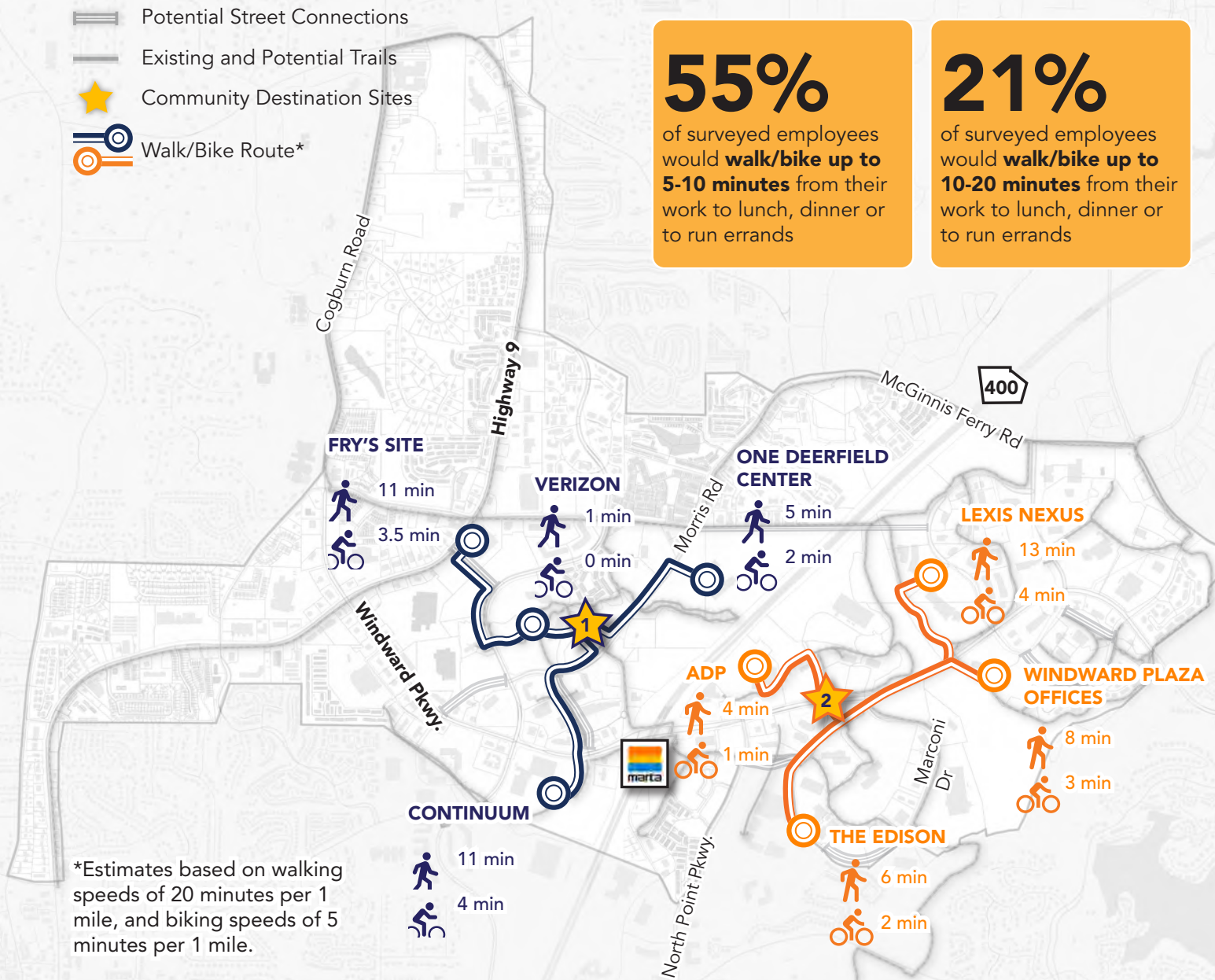
- Potential Street Connections
- Existing and Potential Trails
- Community Destination Sites
- Walk/Bike Route*

55%

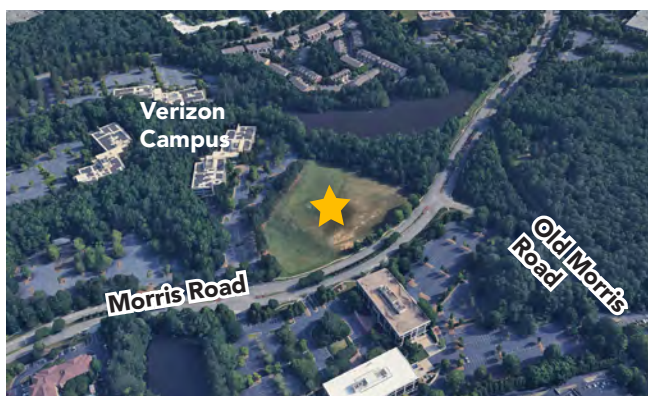
of surveyed employees would **walk/bike up to 5-10 minutes** from their work to lunch, dinner or to run errands

21%

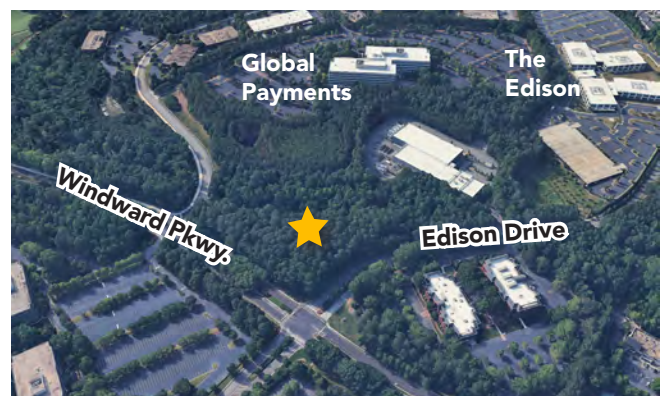
of surveyed employees would **walk/bike up to 10-20 minutes** from their work to lunch, dinner or to run errands



1 Site 1: Morris Road & Old Morris Road
(City of Milton)



2 Site 2: Woodward Parkway & Edison Dr.
(City of Alpharetta)



Community Destination Site 1: Morris Road

The Morris Road site is a roughly 8-acre undeveloped property along Morris Road, between Deerfield Parkway and Webb Road. The property sits between the Verizon corporate campus and a 7-acre lake, with over 1,000 feet of frontage along Morris Road, which acts as a key roadway connection into the residential heart of Deerfield. Within just one mile of the site is a residential population of close to 10,000 people and over 700 businesses totaling over 20,000 employees. Within that same area, the only current publicly accessible greenspace is the 1.1-acre Freedom Park. This site offers immense opportunity to fill that gap and provide unique gathering spaces and access to natural amenities for countless thousands of nearby residents and workers.

Anchor with Green Assets: Waterfront Amenity



Community Destination: **Waterfront Natural Amenity**



The site is positioned as a central spoke within Milton's Deerfield district, with great proximity to major roadways and potential for even greater connectivity in the future. Three of the plan's proposed roadway connections are in very close proximity to this site, with the proposed trail along Morris Road (continuing to the MARTA Park and Ride) taking users straight to and through the property as well.

For being conveniently located, the property has a quaint and natural feel to it, as the lake and strong presence of tree canopy make it feel removed from the busyness of Windward Parkway and Highway 9, even though both corridors are quite close. These qualities naturally position the site to have potential for a waterfront natural amenity, offering residents and

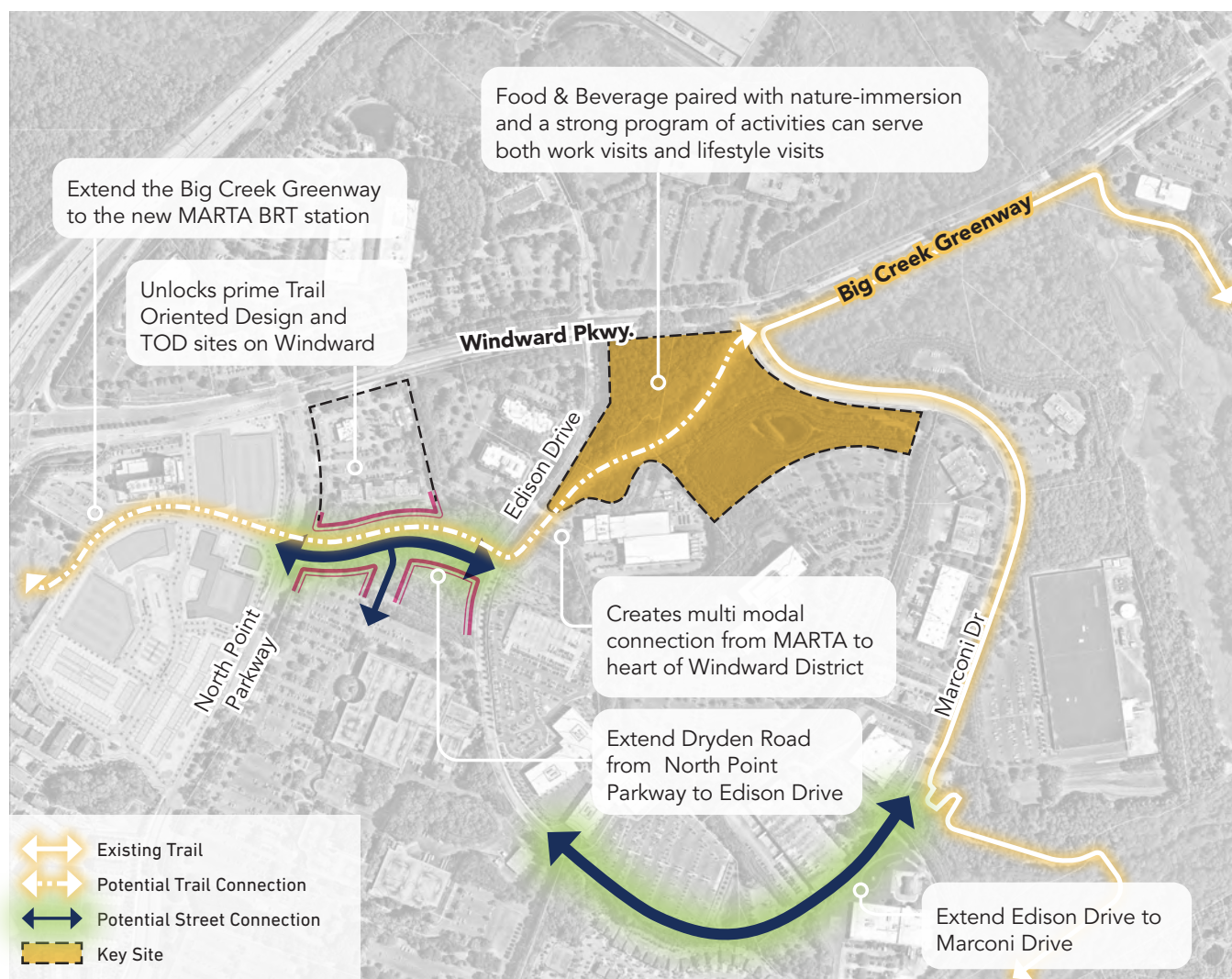
workers a chance to soak in the sun and enjoy toes in the sand and vistas of open water. A gathering hall, restaurant and pier house offer unique event venue and food options, capable of hosting corporate retreats, weddings and rehearsal dinners, local events and business expos, or simply accommodating the daily market demand of surrounding residents and workers through a distinct kind of commercial offering. Corporate bungalows are also envisioned, along with a rooftop garden, taking further advantage of lakeside charm and the desire for a sense of place.

With easily visible parking, the site can also naturally act as a trailhead, providing easy access to future trail connections around the lake, over to Highway 9, north along Morris Road, and south to Windward Parkway.

Community Destination Site 2: Windward & Edison

The Windward and Edison site is a roughly 12-acre multi-parcel site that sits along Windward Parkway, in between Edison Drive and Marconi Drive. It is one of only a few remaining greenfield development sites on the east side of the Study Area. A stream with associated floodplain flows through the property, posing some considerations and challenges regarding development, while also offering a natural amenity that can be a huge asset if embraced thoughtfully. This site concept is anchored by a food hall that accommodates social events, while also providing patrons with a rich outdoor experience that interacts with the site's stream and robust tree canopy. The

Anchor with Green Assets: Forest Restoration



Community Destination: **Edison Forest Restoration**



idea of an experiential “forest restoration” can be realized by creative seating elements that take advantage of the shade and natural beauty the site has to offer.

From a transportation perspective, the site gets great visibility with frontage along Woodward Parkway where there are close to 30,000 cars driving by it daily (per GDOT). The Big Creek Greenway also runs along the site’s eastern boundary (Marconi Drive), providing direct multi-modal access to the site from the already established regional greenway system. To the west, a planned road extension connecting North Point Parkway with Edison Drive will provide direct access to the future MARTA BRT station and the development occurring around the station. Naturally, this site provides a possible multi-use trail linkage between the future BRT station and the existing greenway, with an off-road alignment that many petitioned for when

providing public feedback about trail preferences.

Five of Alpharetta’s top 10 employers are within a half mile of this site, giving it incredible proximity and convenience for providing lunchtime or after work food and drink options. This in addition to being a venue for creative programming and events geared toward engaging the local workforce.

Almost 8,000 residents live within one mile of the site, making it a possible economic and cultural hub for employees and residents alike. A comment from the final public meeting mentioned the community-enhancing effect this concept could have, saying “the Food Hall along with the experience will create a ‘stickier’ community for Woodward residents.”



Idea 4

Lakefront Property

There is great uncertainty about the viability of conventional office space. The Study Area needs to re-think how it accommodates future growth.

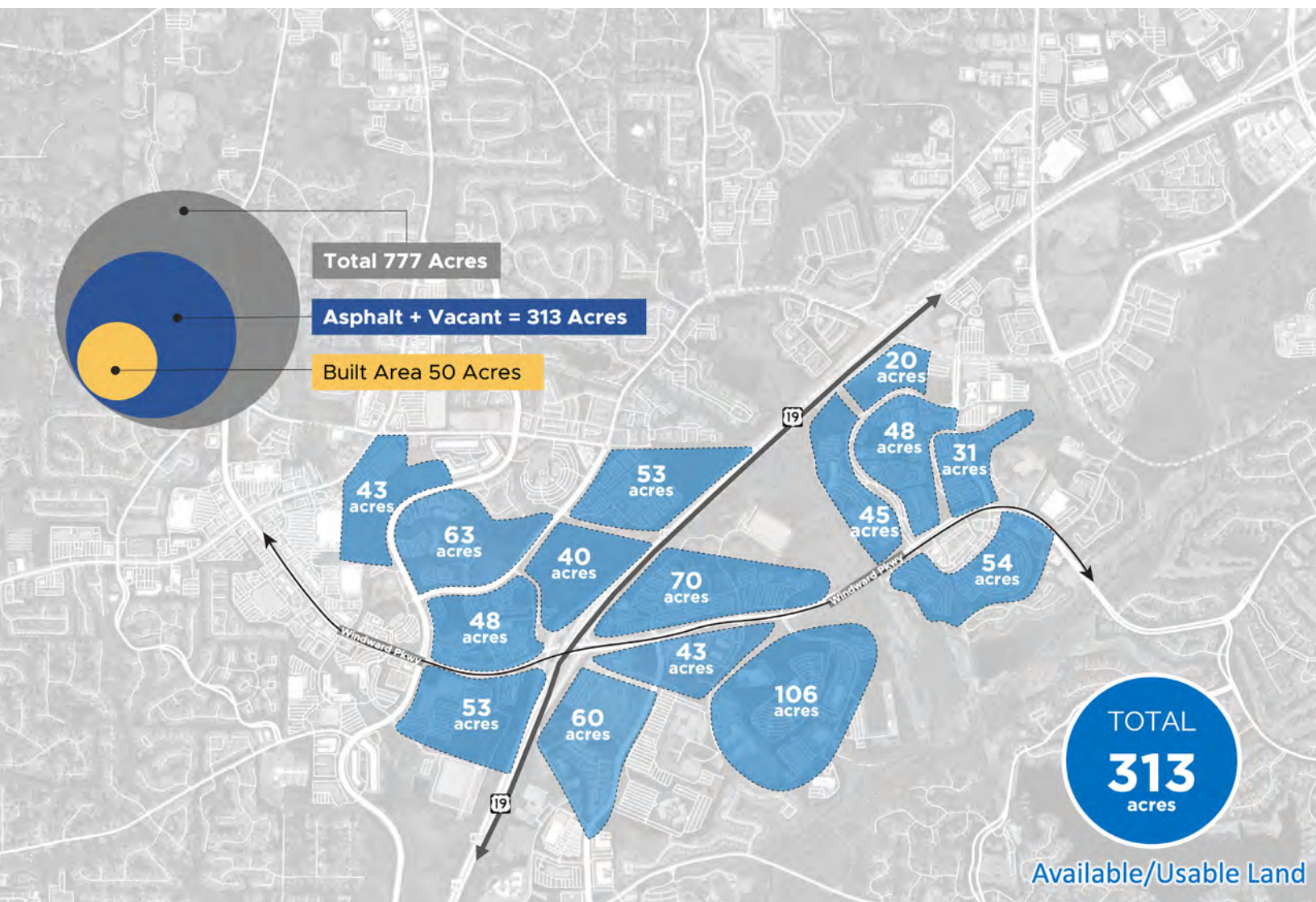
This Economic Strategy builds upon the market analysis to identify key development and investment objectives for the Study Area in the near term. The intention of the strategy is to guide and prioritize real estate investment, in alignment with community goals and economic realities. Ultimately, the Economic Strategy seeks to capture the value created by new investments and apply that revenue toward community goals.

This section, entitled “lakefront property” refers to the value of assets located alongside an investment (e.g., a park) and/or public good (lake or beach). While a waterfront property has long been a value-adding real estate catalyst, greenways can also add value if—and only if—development is aligned properly to meet that investment. Understanding this idea and its central role in the Economic Strategy requires review of three distinct, yet interrelated concepts:

- **Value Creation** – that which brings people in from great distances to have a unique experience
- **Value Capture** – investments and entities that generate economic activity, typically through the sale of goods and services, or property value
- **Public benefit** – that which provides community services, experiences, and supports that often do not produce sufficient direct revenue to be privately financeable/self-sustaining

The community vision (this plan) encapsulates these three ideas.

Identifying Key Parcels



To focus investment, key parcels along State Route 400 and Windward Parkway were identified and divided into 15 separate “pods”, shown above, containing a range of office, hotel, and retail properties.

With both thoroughfares serving as key entry points to Alpharetta and Milton, development within the selected pods comprise the face of both communities and, therefore, present the best opportunities for catalytic (re)development. The pods vary heavily in size, between 20 to 106 acres, totaling 793 acres. The built environment is dominated principally by 20- to 30-year-old office buildings, tenanted by finance, tech, and professional service firms, though vacancy is persistently high. Given their suburban environs, all properties are overwhelmed by parking and

under-utilized space: for every 1 acre occupied by buildings, there are approximately 6 acres of asphalt and/or vacant land. Hence, the pods’ aging properties and abundant developable land provide extensive opportunities for re-envisioning the corridor. Utilizing these 15 pods, the Economic Strategy will be guided by three pillars, designed to develop the “lakefront property” that will create, capture, and make publicly-beneficial value in the Study Area:

1. **Reimagine Suburban Office Space**
2. **Adapt to change**
3. **Support connectivity and neighborhoods**

Economic Strategy Pillars

1 | Reimagine Suburban Office Space

At the time of this report, evidence suggests the suburban office park is at risk of becoming a product of a previous era: one where the separation of workers, land uses, and isolation of the workplace from the wider world was seen as key to productivity and desirable for quality of life. It is a product of an era when people drove great distances and spent many hours in the car each day to get to work. Today, as collaboration, coworking, and hybrid arrangements become more popular, these properties risk becoming obsolete, leaving communities across the country to seek out new and innovative ways of reimagining their respective office inventories. For the Study Area, the goal of this strategy is twofold: first, to allocate limited resources better, one must determine which properties are most at-risk of vacancy. Then, based on those rankings, one or more strategies are applied to each pod—either to maintain, reposition, repurpose, or rebuild.

2 | Adapt to change

Central to this pillar is the recreation of main streets and mixed use districts: areas with unique community destinations that offers a range of amenities for residents and visitors alike. This model offers an opportunity to create value, or an asset that will draw visitors, that features a public benefit in the form of walkable streets and trails. Adoption of the main street approach requires an evolution of the Study Area's physical conditions via the integration of experience, shopping, hospitality, and housing within a denser environment.

3 | Support connectivity and neighborhoods

This final pillar seeks to ask: how can the Study Area's neighborhoods be made more navigable? How can investment be focused to support more vibrant neighborhoods along the corridor? Here, the connections between areas are redesigned such that they are more accessible to non-vehicular traffic, so as to overcome the segmentation that the Study Area's existing suburban, auto-oriented landscape creates. These re-envisioned areas can become their own unique neighborhoods, containing an integration of uses, and connected by walkable trails, new roadways, and transit. Lastly, this pillar evokes opportunity to capture the value created by greenspace access, public art, and other placemaking activities via the expansion of businesses and commercial strips both along and within pods.



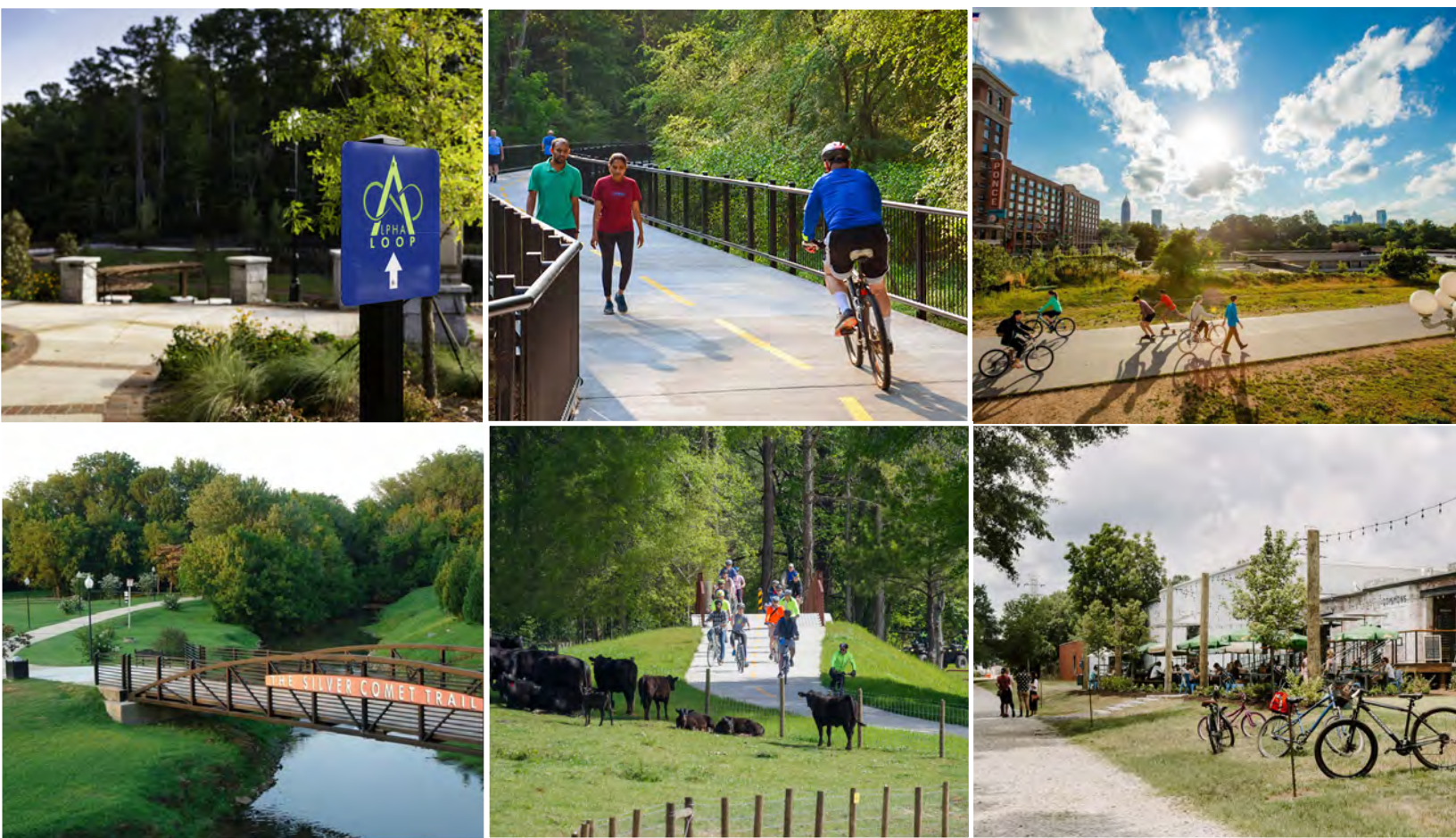
Reimagining
Suburban Office



Adapting to
Change



Supporting Walkability and
Connectivity



Connectivity is Key: Greenways as Part of the Lakefront Recipe

Within the Atlanta region, there are numerous successful greenway developments, connecting urban, suburban, and even rural communities. Locally, the Alpha Loop is a prime example of a greenway that links commercial and residential centers, while the Big Creek Greenway offers miles of densely-forested path for recreational opportunities. It's hard to accurately quantify the immense value these projects bring to the local community, as they have numerous health, well-being, and increasingly, economic benefits.

While many locals may be aware of the impact of the Atlanta Beltline, where office properties along the trail experienced a rent increase of 190% between 2013 and 2023 compared to a 70% increase citywide, there are several other notable greenway networks that shed light on

the value they bring to local communities. This chapter includes a page that explores lessons and takeaways from the Silver Comet Trail, Carrolton Greenbelt and the Swamp Rabbit Trail in Greenville, South Carolina. Together, these provide a mosaic that resembles the character (and potential) of the Windward/Highway 9 Study Area.

Lastly, it is important to remember the interconnected nature of what makes for a successful district. Greenways by essence are facilitators of connectivity, acting as the lifeblood of human-scaled movement and recreation within a physical space. They have become a very active ingredient in attractive real estate and a key component of communities that value investing in a high quality of life.

Reimagine Suburban Office Space

Throughout the 1990s to early-2000s, Alpharetta and Milton arose as destinations-of-choice for both nascent and established firms. The roughly two decade period saw a great number of well-known tech and finance companies leasing office space in the community, attracting thousands of new workers and residents. As a result, speculative office development came to overwhelm the landscape of the Study Area – a landscape that now, in the “post-COVID” era, is far more vulnerable than ever before. It is in this context that the “Reimagine Suburban Office Space” strategy seeks to recreate office space in the Study Area to attract and meet the needs of workers and employers in the 2020s and onward.

In recent years, developments throughout the country have been undertaken to position existing office communities for long term success. For example, in the Raleigh-Durham, NC area, HUB RTP is a proposed mixed-use development located at the center of the area’s 7,000-acre Research Triangle Park (RTP). Constructed in the 1960s through 1990s, RTP is the country’s largest office park, positioned between Duke University, University of North Carolina-Chapel Hill, and North

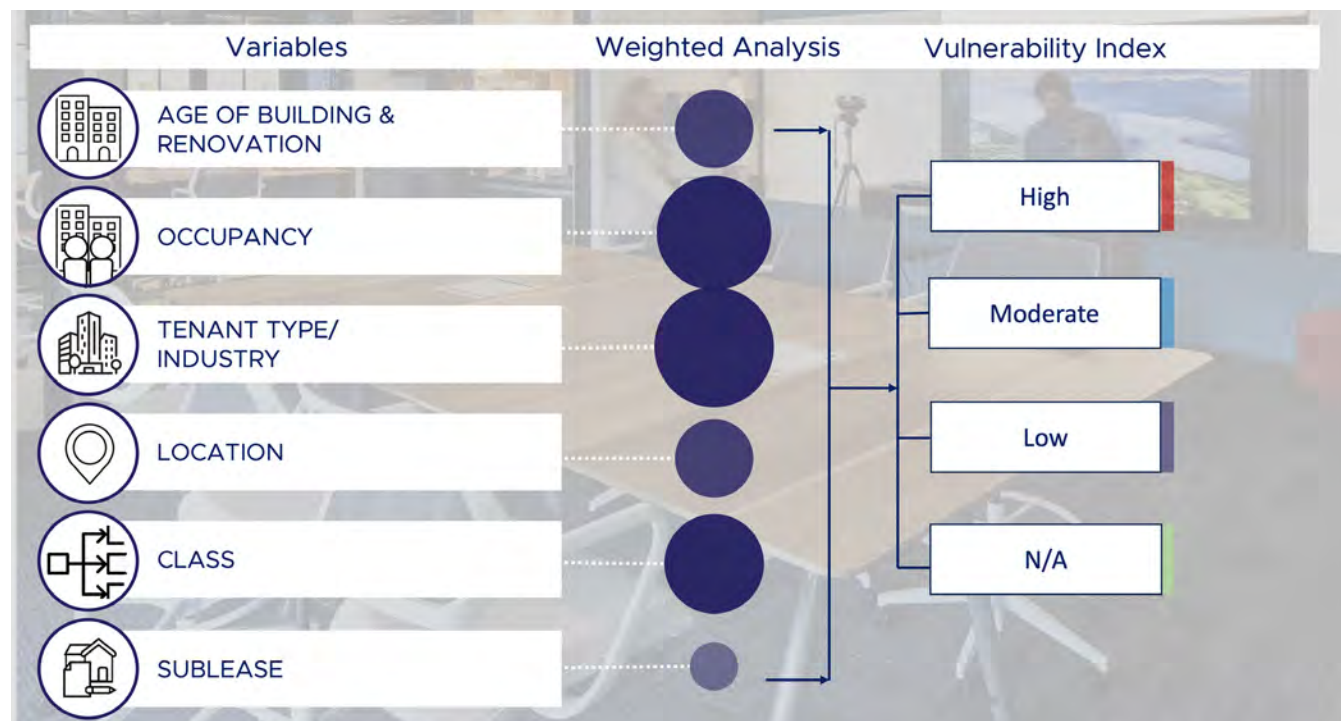


Hub RTP

Carolina State University. By the 2010s, RTP’s design had become dated, spurring a planning effort that foresaw the design of mixed-use town center. With construction underway, HUB RTP is envisioned to contain one million square feet of office space in mid-rise and high-rise towers, integrated with a hotel, over 1,000 apartments, and 50,000 square feet of retail, all within short walking distance. Another contemporary example, HALL Park in Frisco, TX was developed as an office park in the early-2000s, containing nearly two million square feet of office space. In 2019, realizing growing demand for housing, retail, and hotels around the office park and its potential long-term vulnerability, the developer envisioned a new master plan for a mixed-use district. Now under construction, the completed project will feature three high-rise towers including office and residential uses, a luxury hotel, 10,000 square feet of retail, and a public park, all interconnected by a three-mile greenway and accompanied by numerous public art installations.

To determine appropriate strategy for reimagining office space in the Study Area, office stock within each pod was assessed for its vulnerability to vacancy and obsolescence. The Office Vulnerability Index (OVI) was devised as a scoring matrix for office properties that identifies risk on the basis of recent performance, physical characteristics, and users, illustrated in the graphic below.

Office Vulnerability Criteria



Office Vulnerability Index



Office Vulnerability Assessment

As shown in the map above, risk varies significantly across the area's small geography. Following are the conclusions of likely future vulnerability of the respective office parks that have been evaluated.

Low Vulnerability

Pods 1, 8, 9, 10, and 12 were labeled as low vulnerability: they contain a high density of multi-tenant, Class A and B properties, that were primarily built in the 90s, with a small number of buildings added within the last five years. Their provision of small spaces, leased by a range of tenant firms, confers security from becoming fully vacant and occupancy rates are on the higher end for the local market.

Medium Vulnerability

Pods 3, 13, and 14 were deemed as having mid-level risk; this is because the buildings in these pods are all older and contain tenants in industries like finance and information, which have high rates of working from home. Additionally, they have sustained relatively low vacancy, though across a variety of smaller spaces that could be readily leased by small-scale and start-up firms.

High Vulnerability

Pods 4, 6, and 11 were determined to have the highest risk, primarily due to their density of large-scale single-employer users, including Verizon (Pod 4), formerly HP, now slated for redevelopment (Pod 6), and Lexis Nexis (Pod 11). Each pod contains properties with upward of 100k SF (that is, larger spaces that tend to be more difficult to lease). A windshield survey also reveals very low utilization across each property, and visibility and accessibility from major roadways is generally poor. Hence, the office properties in these pods are seen as most in need of transformative development programs.

Pods 2, 5, 7, and 15 contain little to no office space and therefore were not assessed.

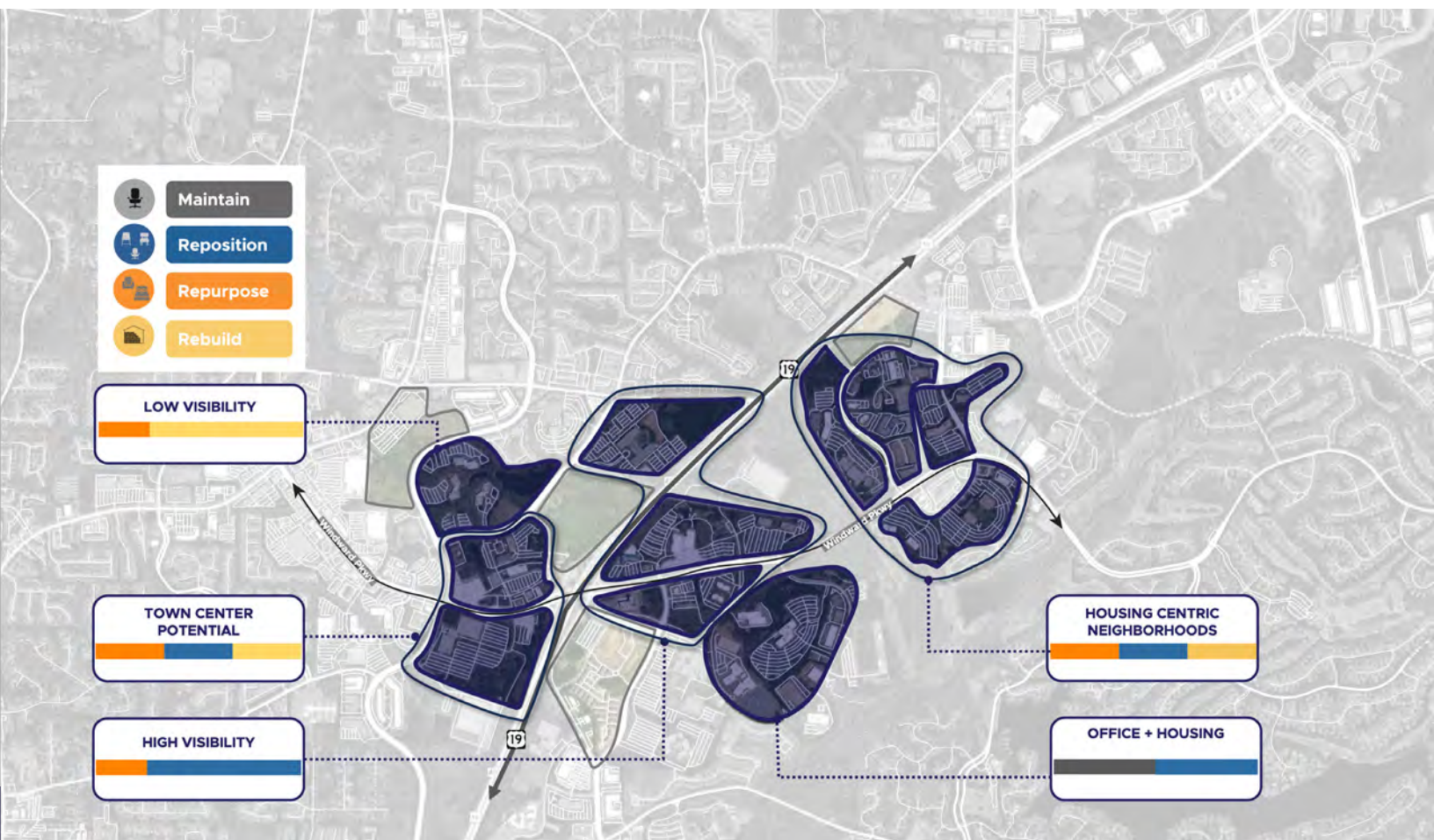
Redevelopment Strategy

Based on these results, each pod was assigned a redevelopment strategy of its office stock. Each redevelopment plan was built on the basis of one or more of four strategies (maintain, reposition, repurpose, and rebuild), discussed below.

- Maintain:** Simply put, office properties in the Study Area that are performing and have low vulnerability should be maintained as they are. These properties include some of the newest developments in the market, such as The Edison—a Class A, highly-amenitized property built in 2020 that is fully leased. That being said, not all properties to be maintained are the newest; Windward 400, for instance, is a Class B property built 2000, though it is afforded additional stability by its proximity to the interstate, wide range of rentable spaces, and diverse tenant base.
- Reposition:** This approach entails reconfiguring existing office space into that which can serve a different tenant mix or market, while preserving office use. In the wake of the Pandemic, demand for office space has declined, with firms' still needing office, but less of it. In the PMA, for instance, most leases since 2020 have been for less than 5,000 SF. Consequently, a common method of repositioning office properties is to convert a single-tenant building into multi-tenant. Other methods include adding amenities, cosmetic upgrades, and re-configuring spaces for specific uses, like lab space.
- Repurpose:** As demand for office space declines, dated office properties across the country are being repurposed for a variety of uses. A primary challenge associated with office properties with similar vintages to those in the Study Area is their large footprints, which tends to make conversion to industrial and institutional uses easier. Though multi-family conversion has emerged as a popular route, given a nationwide undersupply of rental housing, these large floorplans are difficult to segment into units with their own window access and infrastructure. However, many properties built in the late 20th century have successfully been converted to housing in recent years.
- Rebuild:** The final strategy is to rebuild existing properties and replace them with new construction. Rebuilding, as opposed to redeveloping, can be undertaken for a variety of reasons: for instance, rebuilding may be more cost effective than re-development, often due to the cost of addressing deferred maintenance and maintaining energy inefficient systems. The building may also be a poor candidate for reconversion due to its layout, prior use, location, or design, among other factors. Case studies of suburban office park re-development involving rebuilding are limited and primarily skew toward retail and mixed-use.

Office Strategy Definitions





Reimagine Suburban Office Space

Key Conclusions

Strategies for each pod are shown in the map above. As shown, each pod will require a blend of strategies, with the ultimate goal of forming unique identities for each. Strategy will be guided by the following key considerations:

- **There is great uncertainty about the viability of conventional office space,** given that hybrid and remote work is likely to continue.
- **Strong professional sector growth** suggests sustained demand for certain types of office space, just less of it overall.
- Utilization data indicates that if commuting times are reasonable, **workers would prefer to be at the office.**
- **Select office properties could be repositioned by adding amenities** to surrounding areas with new housing, retail, and place-based investment.

Case Studies

Reposition: Bell Works (Holmdel, NJ)

The redevelopment of the Bell Labs building in northern New Jersey presents a case study of a repositioned and repurposed obsolete office property into a mixed-use building. The two million SF-property was built in 1962 for use by AT&T and, at one point, featured over 6,000 workers. By 2006, however, the site had just 1,200 employees and was put on the market, with AT&T fully vacating the building in 2013. Redevelopment of the site began that year and was completed in 2016. Modeled as a “metroburb”, the building contains office, retail, public use, entertainment, start-up, and coworking space, designed to mimic the feel of an urban streetscape and offering amenities like community programs and live music. With this model, Bell Works succeeds in making the office a “destination” that will draws workers and visitors. Today, the property contains 106 tenants, including numerous small retailers, companies, a pre-school, and the local public library, and is near fully leased.

Bell Works



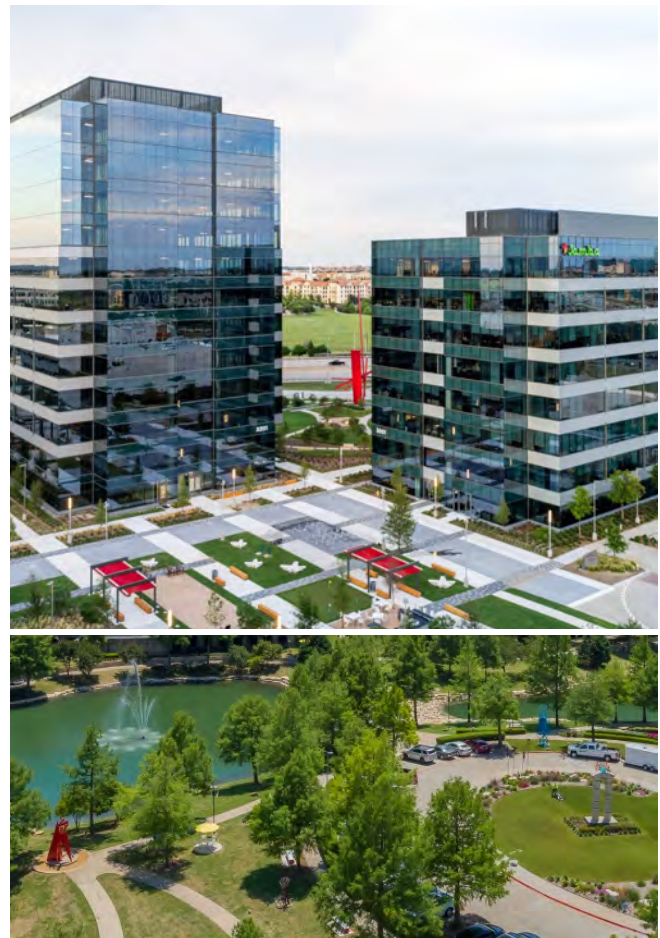
Reposition: HALL Park (Frisco, TX)

A 20+ year old, 15-building, 162 acre office park that is home to 180 companies experienced a big shift in 2019, when HALL Park shifted its focus to becoming a dynamic mixed-use community. With a new master plan focused on wellness, walkability, and sustainability, HALL Park’s next wave of investment includes a boutique hotel, a luxury residential tower and a 6-acre community-centric park with a full lineup of dynamic programming.

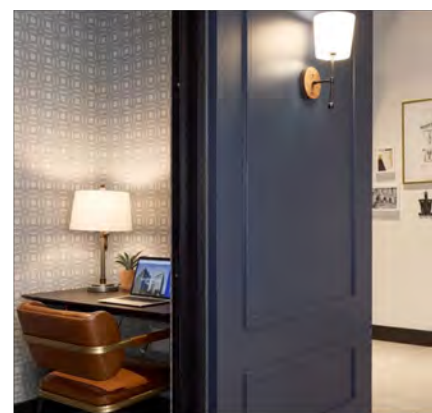
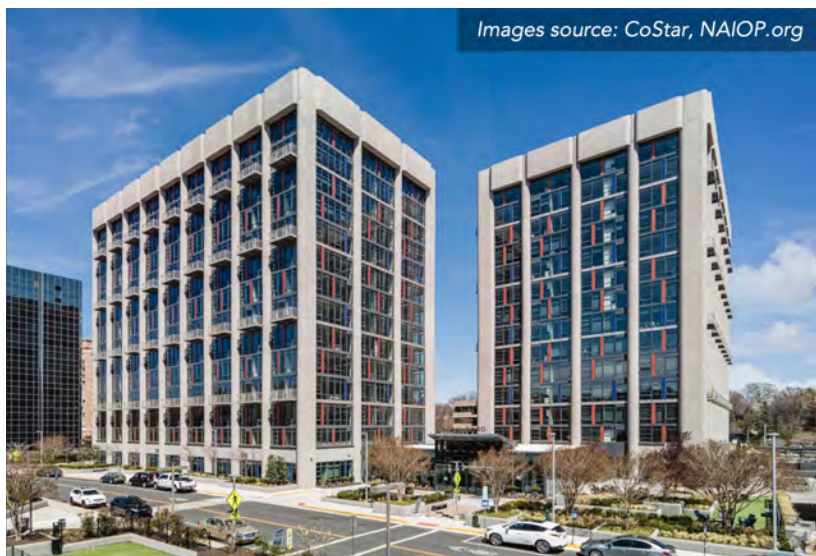
Repurpose: CityPlace (Woodbury, MN)

CityPlace is a mixed-use office and retail complex in the Minneapolis suburbs. The site had previously been occupied by the headquarters of State Farm, which built an office campus in 1996, yet closed it by 2006. Having sat empty for nearly a decade, the property was demolished in 2015 due to functional obsolescence and deferred maintenance. Beginning in the late-2010s, the site is in process of being developed as a mixed-use retail center, anchored by Whole Foods, and features a hotel, restaurants, and medical offices. Future phases of the project are expected to include over 250 multi-family units and additional medical office and retail space.

HALL Park



Park + Ford



Rebuild: Park + Ford (Alexandria, VA)

Shown above, Park + Ford is mixed-use property comprised of two 14-story towers and one four-story building that were built in the early- to mid-1980s as office buildings. Completed in 2021, the property was redeveloped as a 435-unit luxury housing complex. Conversion was facilitated by city policy, which sought to promote redevelopment of underutilized commercial structures. The buildings' 16,000-SF floorplates presented a challenge, which was resolved

by designing units with large open floorplans and high ceilings that allowed the flow of natural light. The developer also added balconies and a range of community amenities, allowing the property to sustain rents upwards of \$3.15/SF. The complex also features 10,000 SF of office space, an under-ground garage, a daycare, and ground floor retail.

Adapt to Change

This office strategy concerns the built environment occupied by workers and employers. “Adapt to Change” refers to the ways in which the Study Area’s built environment can be reimagined to attract area residents and visitors at all times of the day and week. While workers provide strong support, attracting new residents and visitors to the Study Area is necessary to sustaining economic growth in the long term.

Main Street

Adapt to change begins with a return to a familiar concept: the Main Street. The Main Street is both the nexus of commerce and the center point for community gathering. It is an asset unique to its place, reflecting the shared identity of the community, while acting as its primary economic driver. In the Study Area, the success of creating a Main Street hinges on the integration of uses, combining office tenants in high-growth industries with the services, dining, and storefronts that are typical of the Main Street.

Retail

Investment in retail is key to developing a Main Street. With a retail supply gap of around 400k SF across the PMA, the Study Area is well-positioned for modest retail expansion. As is, the Study Area has a deep supply of conventional retail; further, the “town center” model—characterized by mixed-use, large-scale anchored centers with abundant public space—is heavily represented in the PMA by Halcyon and Avalon. Experience-driven retail has proved successful post-Pandemic and can attract visitation outside of work hours. Experiential retail represents a wide range of uses, including a mix of services, public benefits, and boutiques. They often are small scale,

yet big in impact; locally-owned and homegrown; adjacent to greenways and/or place-making; and serve a community function by offering a “third place” to gather outside of work and home.

Adding a variety of experience-based retailers attracts foot traffic throughout the day and can create a more holistic Main Street experience that keeps visitors returning.

Hospitality

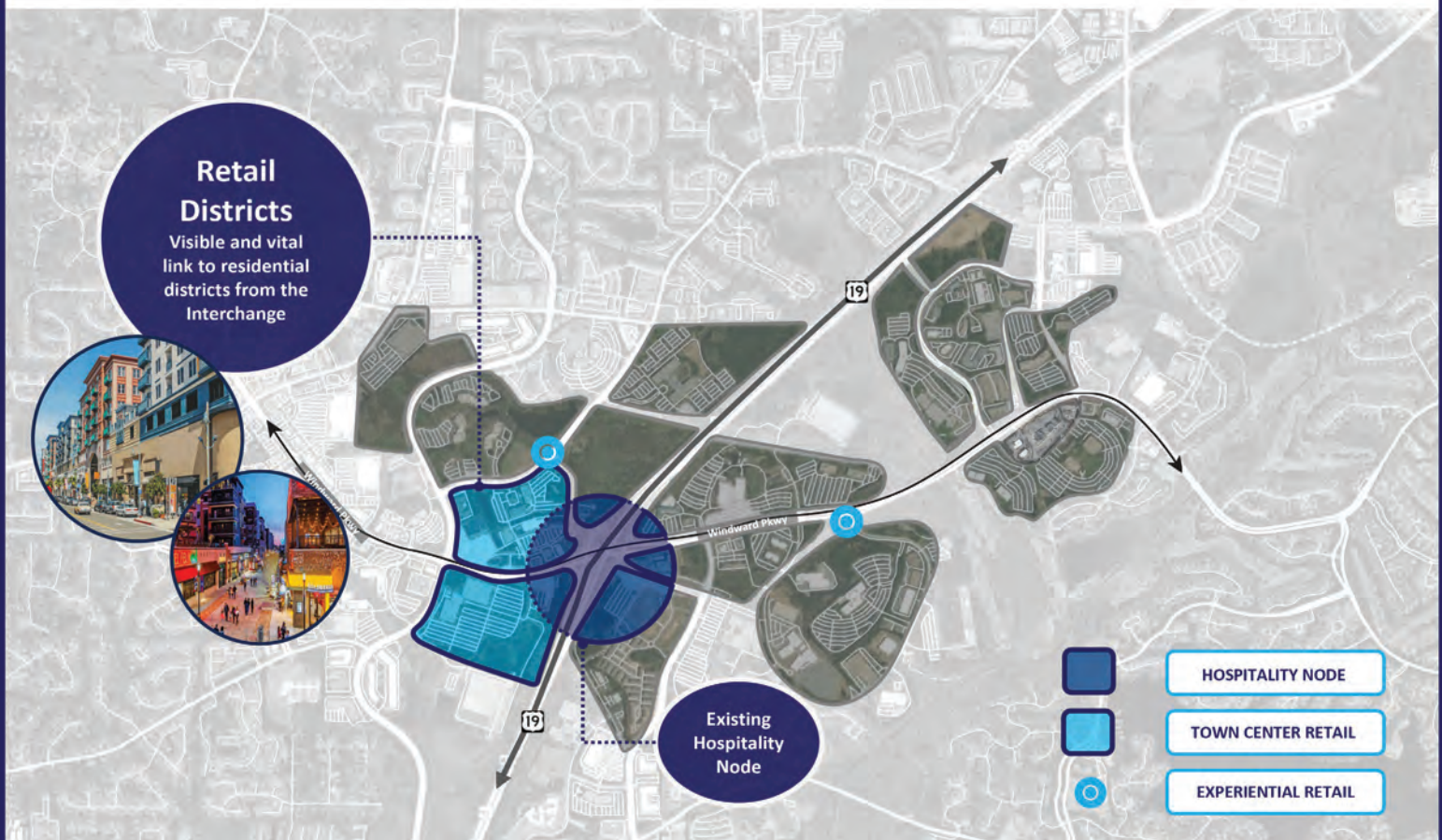
Along with retail, expansion of the hospitality market will be necessary to attract the visitation needed to sustain economic growth. While the hospitality market is still recovering from the pandemic, there is opportunity for the addition of 2 to 3 hotels in the Study Area over the next decade. In particular, diversification of the hotel supply is needed, with focus on higher-end and boutique lodging, which should be placed near highly visible interchanges and transit networks.

Depicted in the map on the facing page, smaller experience-driven retail nodes—Main Streets—are scattered along major thoroughfares. The pods at the Study Area’s southwestern edge benefit from strong visibility, contain the area’s proposed MARTA station, and serve as the entryway to the community. As they already contain conventional retail and hotels, they are well-suited to large-scale experiential retail development that can act as a center point of the Study Area and be integrated with reimagined office space. Success of this larger retail district will rely on improved walkability within and accessibility between each pod, particularly across busy thoroughfares. Proactive investment into public benefits, like placemaking, public art, and greenspace, and tenanting nodes with homegrown businesses will also create value and uniqueness in identity that will draw repeat visitation.

Retail growth and diversification require a strategy that builds upon multiple tiers of demand:

- **Workers**
- **Employment Strategy**
- **Office, Retail, Housing**
- **Residents**
- **Growth Strategy**
- **Housing, Retail, Green-ways, Neighborhoods**
- **Visitors**
- **Tourism Strategy**
- **Hospitality, Retail, Green-ways, Neighborhoods**

Experience Retail and Hospitality Districts



Housing

To complete the vision of a Main Street, housing will need to be integrated thoughtfully with retail, office, hotel, and public space. Construction will allow the area to grow, attracting not only new residents, but also the jobs, businesses, services, and amenities needed to tenant existing and reimagined office space. To prove successful, newly constructed housing will need to be right-sized for demand. Households in Milton and Alpharetta are becoming more diverse; for example, the share of households with children declined from 46% in 2010 to just 41% in 2021, indicating growing demand for housing outside of the typical suburban single-family home. According to Esri Tapestry Segmentation data, the PMA is expected to gain 21,700 net new households over the next decade. Alpharetta and Milton are both highly

attractive communities that could readily capture a significant portion of this demand. With high home values and abundant (re)development opportunity, the Study Area's growth is therefore principally limited by the interest and capacity to build new housing.

Construction of higher-density housing, integrated among other uses, is the most effective means of attracting new residents. High-density housing types appropriate for the Study Area include for-sale townhomes and large-scale multi-family, depicted in the graphic below. These types of development have the capacity to capture the most value created by the Main Street concept, represented by the estimated

land value per acre. Additionally, these types of housing are better-suited to meet the needs of a changing demography and provide more significant built-in demand for surrounding retail. Housing density can also reinvigorate nearby office space; according to foot traffic data from Placer.ai, Study Area workers who live within close proximity to work were far more likely to return to the office in 2022, suggesting that, when workers live close by, they prefer to work onsite. Ultimately these factors provide evidence of the value of high-density housing districts as inter-woven with uses and experiences in the wider community.

Key Considerations

Retail

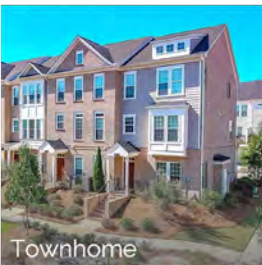
- The market can support more retail, but—with the exception of a small number of mixed use town center opportunities—it will need to be smaller in scale, differentiated, and primarily serve the local community,
- There is an opportunity to create retail nodes catalyzed by place-based investments, parks and trails, and redevelopment
- There is an opportunity to leverage retail development and strategic tenanting to improve the marketability of office space

Hotel

- Co-location of hotels with retail nodes and transit accessibility will improve marketability

Housing

- There is abundant demand to support new housing development, including apartments and townhomes
- Housing development can help improve marketability of office space
- Linking new housing development with trails, pedestrian infrastructure, and the future MARTA station can improve long-term transit readiness
- Depending on the scale of future development, civic uses, including schools, may need to be incorporated

				
Single-Family	Single-Family (small lot)	Townhome	Young Professionals (surface parking)	Young Professionals (garage parking)
2	6	15	30	60
units per acre				
\$1.5m	\$850k	\$800k	\$1,750	\$1,950
purchase price	purchase price	purchase price	monthly rent	monthly rent
\$460k	\$260k	\$245k	\$68k	\$80k
required HH income				
\$525k	\$775k	\$2.2m	\$1.8m	\$3.3m
est. land value/acre				



Adapt to Change

Key Conclusions

- **Housing investment is needed** in all pods and is designed to complement adjacent uses.
- **Mixed-use districts are positioned at the southwestern and northeastern edges** of the area and will act as local destinations, comprised of experience-driven retail and hospitality, along with rental housing.
- **Rental and for-sale housing should be developed** in tandem with repurposed office space—which itself could become housing—within orange-shaded pods to create housing-centric neighborhoods, anchored by community-serving retail nodes.
- **The Study Area's largest pod will continue to contain a concentration of office space.** Adding housing will prove pivotal in creating life and activity both within the existing office stock and in community gathering spaces outside of typical work hours.

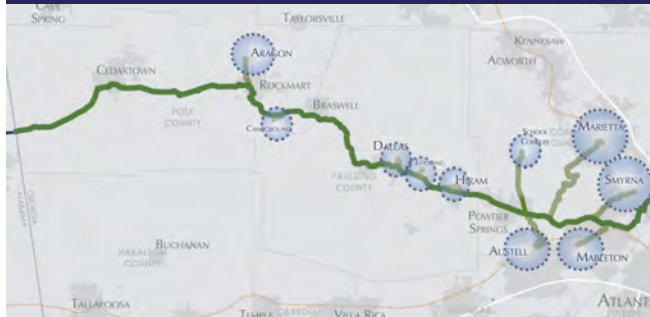
A Case For Connectivity

As North Fulton continues to grow and mature, so does the need for a multi-modal support system that can meet the desires of a competitive workforce and satisfied resident base. Quality trail networks offer leisure and exercise, but they also present increasingly strong economic arguments, while also facilitating means of alternative transportation. Quality of life, economic opportunity, and transportation are three key pillars that have made Metro Atlanta the focal point of the Southeast. The fact that strong trail networks can simultaneously elevate all three pillars should not be overlooked.

The following three trail systems are examples from the Southeast that offer important lessons in respect to the value a robust trail network can bring to a forward-thinking community willing to invest in it.

Silver Comet Trail (Smyrna, GA)

At 61.5 miles long the Silver Comet is the nation's longest and oldest rail-trail.



In 1992, The Georgia Department of Transportation (GDOT) purchased an inactive rail line through Cobb, Paulding, and Polk counties from CSX. GDOT intended to use the line as a high-speed transit route, but the corridor instead became a shared use, non-motorized trail in 1998.

The Silver Comet Trail has more than 1.9 million users each year, with the trail system accessed by nine different trailheads. 71% of trail users bicycle while 28% walk or run. Males account for 2/3 of the trail usership, with female users most likely found in densely populated, well-trafficked areas.

An Economic Impact Analysis found that **for every \$1 spent on Silver Comet trail development there is a return of \$4.64** in direct and indirect economic benefits (over 400% return).

Carrollton Greenbelt (Carrollton, GA)

Like the Atlanta Beltline, but Rural. 18 miles of open pastures, forests and water features.



The **longest continuously paved loop trail in the state of Georgia** belongs to Carrollton, a city of about 28,000 people located 50 miles west of Atlanta.

The trail circles the city, connecting many of its top employers, activity centers, educational institutions and parks - all while moving through a largely pristine natural landscape. One such example is the Ayers Dairy Farm, a **100-acre active farm that worked with the Friends of Carrollton Greenbelt to provide access to their property** while the farm remains operational.

Swamp Rabbit Trail (Greenville, SC)

Balancing City and Scenic the Swamp Rabbit Trail offers both leisure and commuting options.



The 20+ mile multiuse greenway traverses along the Reedy River between Greenville and Travelers Rest, South Carolina.

There were over 700,000 trail users in 2022. Trail counter data found that **over 15% of weekday bikers were using the trail to commute to work** (0.6% is the national average for bike commuting).

A five-mile trail extension is planned, which is projected to generate \$1.5 billion in new property value in the surrounding neighborhoods and an **85% sales boost toward trailside businesses**.

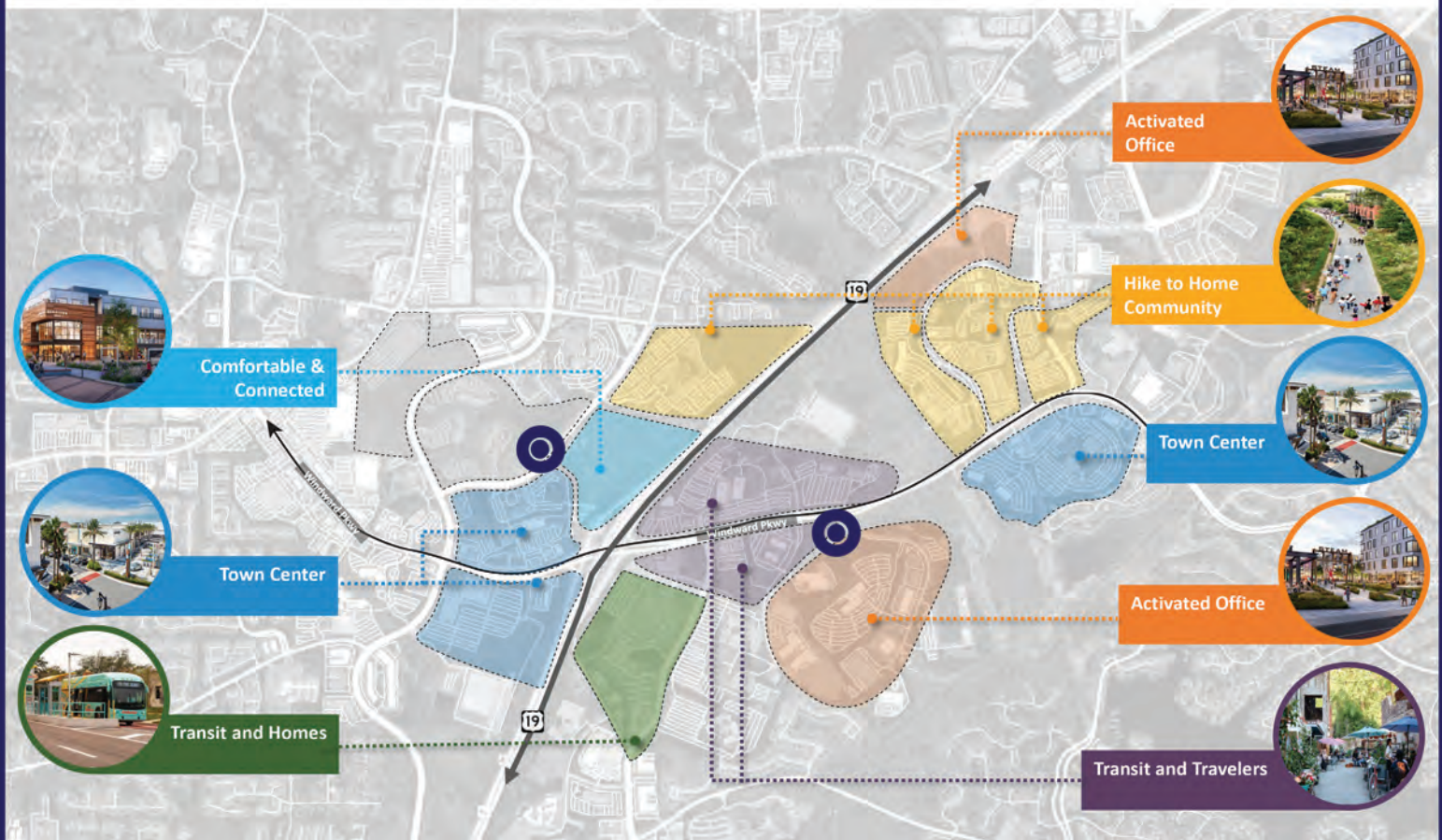
Greenbelt Routes



The Study Area has incredible green assets of its own, and a momentum of recent investment in trail expansion. Continued investments in greenspace and trails should build off of the existing trail network, then extending to within and between different pods within the Study Area. To attract users, these greenbelts should form a functional network, providing utility as an alternative form of transportation. This daily foot traffic provides built-in demand for adjacent retail, while the extension of the greenbelt from neighborhoods to commercial centers offers an asset that can draw employers and workers. Together, these factors will increase demand for and, therefore, the value of nearby property.

Beyond economic development, greenways can enhance neighborhood aesthetics and feel. They act

as connecting points between areas—the “glue” that pulls individual neighborhoods together to form a single community. Further, greenways provide “third places” in which community can gather and conserve existing green and wooded spaces. In the Study Area, greenbelt development could reclaim land presently used for parking, the need for which would be diminished due to lessened reliance on vehicles. Depicted in the map above, the Study Area’s trail network could readily be expanded to internal streets within and between pods, linking residential neighborhoods and open space with employment centers and regional transportation networks.



The final strategy for economic development, neighborhood formation brings together all of the concepts discussed, allowing the forging of individual identities for each pod and providing clear direction for future investment and urban design.

Each pod was assigned a neighborhood categorization (see map above), developed on the basis of existing stock, potential for redevelopment, and location.

Here, the intention was to carve out neighborhoods within the Study Area that can serve a diverse range of residents, including young professionals, families, and seniors. While each pod will require its own unique mix of uses and design, all seek to integrate recreational amenities with housing and commercial activity.

Ultimately the goal of classification is to augment the assets within and strengths of each pod, alongside providing direction for future development and the repositioning of the existing built environment.

Comfortable & Connected



This neighborhood sees the construction of multi-family housing integrated among locally-owned storefronts and small office spaces. Young professionals looking to rent housing near the office with plenty of things to do after hours are drawn to the area. Visitors and residents alike seek refuge among the area's unassuming coffee shops, neighborhood parks, and walkable streets, while just a short walk from a bustling commercial center.

Hike to Home Community



Each pod offers a collection of housing, office, and retail in a lush natural environment, interconnected by greenways. Contemporary for-sale and rental housing is positioned among ample greenspace and recreational opportunities. Older office buildings have gained new life as mixed-use developments. The neighborhood attracts families and empty nesters seeking an active lifestyle and a strong sense of community.

Town Center



Situated at entry points to the community, the Town Centers contain the Study Area's highest concentration of experiential retail and office space. Big chain retailers draw visitors from throughout the region, while luxury boutiques, yoga studios, and a central amphitheater keep them coming back. These pods heavily attract new residents, who seek the convenience of an upscale urban lifestyle in the comforts of the suburbs.

Activated Office



Modernized office space tenanted by both established tech businesses and start ups creates an intriguing contrast against older buildings. Infill housing offers a contemporary design, catering to young professionals. A beer garden, coworking space, and small event venue line storefronts of new mixed-use buildings. With many preferring to walk, the neighborhood is dense with greenways, public plazas, and untamed foliage.

Transit & Homes



High-density housing, retail, and hotels are located nearest to the MARTA station, while for-sale townhomes line quiet streets along the periphery. Homes are interspersed with pocket parks and playgrounds, with family-friendly retail, dining, and public space located at the core. This neighborhood is ideal for commuters and young families seeking a quiet community, easily navigable by walking or biking.

Transit & Travelers



The area's entertainment center, this pod always teems with life throughout the day and evening. It provides a range of activities for visitors and residents alike and includes premiere dining, hotels, and concert venues. Internal streets are limited to pedestrians and frequently host pop-up events. Newly-built housing is discretely tucked away in the neighborhood's quieter corners, while hotels, offices, and retail congregate at its center.



4

Action Plan

Implementation Framework
Funding Implementation Table

Implementation Framework

A strategy to translate the plan's four ideas into exciting realities.

The implementation of the Windward Parkway & Highway 9 Strategic Plan involves individual and collective responsibilities for the cities of Milton and Alpharetta, and for True North 400. Lead entities for each action item have been suggested below.

Many of the action items below are closely related, intertwined, and will be most successful when implemented in concert. For example, creating attractive amenities in the district without convenient, low-stress access by trail will limit the viability of these amenities. Conversely, a trail network without attractive destinations is unlikely to see its maximum potential use.

Accompanying each action item in this section is a bulleted list of benefits. This allows an at-a-glance understanding of why each action item is important and the benefits that it confers to various stakeholders and actors in the implementation process.

Four Ideas for the Study Area

1

Connecting the Dots

Getting to and through the district

2

Serenity & Amenity

Drawn to the office

3

Ales to Trails

The local live/work/visit experience

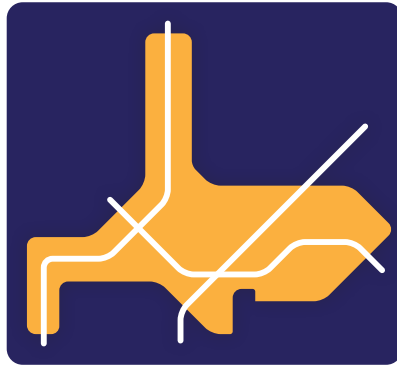
4

Lakefront Property

A competitive niche for success



The plan's recommendations are categorized as one of four types of projects or studies:



Capital Projects

Infrastructure projects that align with community-based plans and public policy.

Enabling Studies

Design, engineering and/or technical feasibility studies.

Public-Private Partnership Projects (PPP Projects)

Public facilities constructed through a combination of public and private investment.

Public Policy

Public policies and programs adopted by local, county and/or state government.



Definitions

Definition of terms specific to the implementation recommendations of the Windward Parkway & Highway 9 Strategic Master Plan

- **Capital Projects:** Built improvement of transportation facilities, public space and supporting infrastructure that align with community-based plans and public policy.
- **Public-Private Partnership Projects (PPP Projects):** Public facilities constructed through a combination of public and private investment formalized through the entitlement process. Absent private investment in real estate improvements and development, PPP Projects would not be constructed as stand-alone public capital projects.
- **Enabling Studies:** Design, engineering and/or technical feasibility studies to establish the schedule, costs, and construction impacts of proposed capital projects. Enabling Studies allow for capital planning and the procurement of services for implementation. Enabling Studies may also refer to the technical analysis required to inform Public Policy.
- **Public Policy:** Public policies and programs adopted by local, county and/or state government that direct public resources and provide the statutory framework for aligning market mechanisms with the goals of public planning, economic development, community development and public works.

Capital projects are the focus of the transportation- and mobility-related recommendations of this study and include:

1) public street segments to ease congestion, facilitate redevelopment, and provide convenient pedestrian routes, and 2) the implementation of a new, highly-connected trail system – the Camp Creek Trail – to provide a safe, low-stress route connecting residential areas and employment clusters to district businesses and destinations as well as providing a multi-modal connection to MARTA transit services. Each capital project listed below requires enabling work in the form of design and engineering feasibility studies which better define the routes, extents, and costs and design features of street and trail segments. These enabling studies must be scoped to include technical analysis, community engagement, and creative design.

Milton

Top Priority Capital Projects

- A** Old Morris Road-MARTA Station Trail Connection- Utilizing existing right-of-way, this roughly ½ mile multi-use pathway provides a pedestrian connection from the intersection of Morris Road and Old Morris Road to the MARTA Park and Ride, crossing GA 400 along Windward Parkway.
 - Connects commuters with Deerfield employment cluster
 - Provides low-stress route for commuting service workers to Windward/Hwy 9 businesses
 - Creates first mile/last mile commute route for Deerfield residents by foot or bike to MARTA station
- B** Webb & Cogburn Shared Use Path (in engineering/construction) - A 2.5 mile multi-use trail that runs adjacent to two major corridors within the Deerfield District, connecting Cambridge High School to the roundabout at Morris Road and Webb Road.
 - Provides key link between Deerfield area residents and Big Creek Greenway
 - Serves local residents with key east/west crossing of Highway 9 providing access to retailers and services

Capital Projects of Importance

- C** Morris Road Extension - a 1/4 mile complete streets roadway extension from Morris Road's current terminus (at Deerfield Parkway) to Windward Parkway, lining up with the intersection at Innovation Way.
- D** Morris Road Widening & Shared Use Path (under construction) - A roadway-adjacent shared-use path that connects from the roundabout at Webb Road and Morris Road to Bethany Bend, along the most populous residential corridor within the entire Study Area.
 - Provides key link between Deerfield area residents and Big Creek Greenway

PPP Projects

- E** Hwy 9 to Deerfield Parkway Connector (through Fry's redevelopment site) - An approximately 1,000 foot roadway connection between Highway 9 and Deerfield Parkway between Webb Road and Windward Parkway.
 - Relieves highly-congested intersection of Windward Pkwy/Hwy 9
 - Unlocks redevelopment potential of vacant Fry's site at key location on Highway 9
- F** Morris Road Lake Loop and Connector - A roughly 1-mile primarily off-road multi-use trail that orients itself around the 7-acre lake along Morris Drive.
 - Links residents to the most scenic natural resources in the Deerfield area and the planned signature park space for recreation and leisure
 - Connects Deerfield employees to a signature amenity area for lunch and after work dining and social activity
 - Supports redevelopment of key lakefront parcel for potential hospitality destination

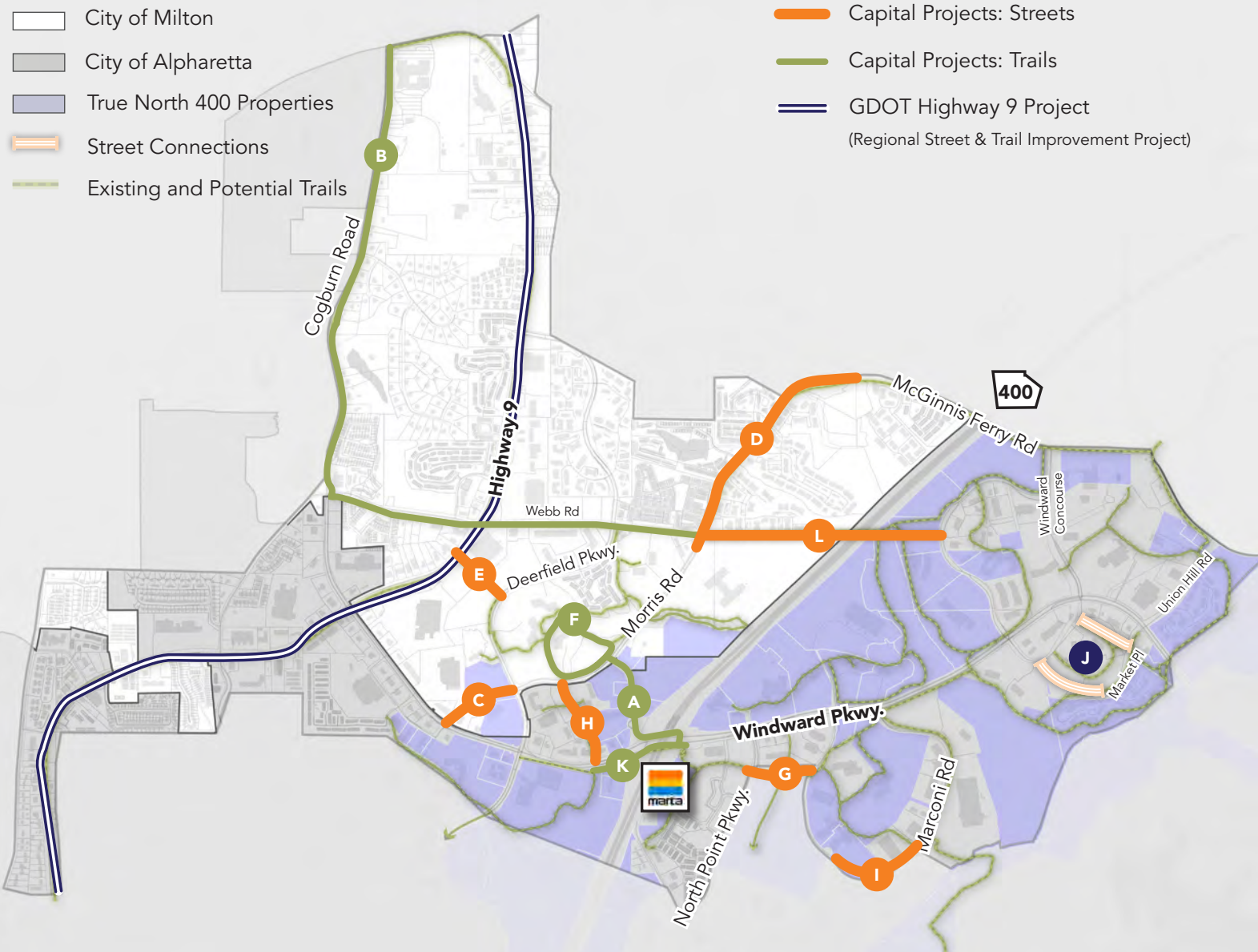
**May involve capital investment from the city via a public/private partnership*

Alpharetta

Top Priority Capital Projects

- G** Dryden Road Extension – An approximately 1,000 foot roadway connection between North Point Parkway and Edison Drive, running parallel to Windward Parkway.
 - Links existing and proposed housing west of North Point Parkway, including future TOD development, to the major employment clusters in the Windward District
 - Provides a network alternative for employees of businesses on Edison Drive and emergency services providers who currently have only one point of access via Windward Parkway

Connecting the Dots: Capital Projects



- Designed as a Complete Street inclusive of a generous multi-use trail, the Dryden Rd extension provides a pedestrian/cyclist link for commuters between the future MARTA BRT station and major employers
- Inclusive of a multi-use trail, the Dryden Rd extension provides a low-stress trail link connecting users west of GA 400 to the east.

Capital Projects of Importance

- H** Windward-Morris Connector - Formalization of a ¼ mile public street using the existing alignment of the access drive into the Plaza at Windward, connecting Windward Parkway and Morris Road.
 - Relieves Westside/Deerfield Parkway as the

sole N/S connector crossing Windward Parkway over a nearly 3 mile span from Union Hill Rd to Highway 9

- Connects Deerfield residents by car, foot, or bike to retail and dining options along Windward Parkway (including future Continuum)
- Unlocks redevelopment potential of under-performing strip/outlot retail north of Windward Parkway
- Creates access to high value redevelopment parcels north of Morris Road

1

Connecting the Dots

I Marconi-Edison Connector - A roughly ¼ mile roadway connection between the current cul-de-sac terminus' of Edison Drive and Marconi Drive.

- Completes planned connection of commercial office loop
- Provides a network alternative for employees of businesses on Marconi Drive and emergency services providers who currently have only one point of access via Windward Parkway

PPP Projects

J Windward Terraces ULI TAP Study Area Primary Street Network - To breathe new life into the entirety of the area around the Windward Terraces, a street network of several new roadway connections is recommended as a precursor to attracting new development investment and activating new areas within existing surface parking lots. Extending Market Place to connect into Windward Parkway and creating a roadway connection between Windward Plaza and Market Place are two initial street connections that can act as bookends, setting the framework for subsequent connections and creating a new network of future development sites.

- Relieves Westside/Deerfield Parkway as the sole N/S connector crossing Windward Parkway over a nearly 3 mile span from Union Hill Rd to Highway 9.
- Provides a network alternative for employees of businesses on Marconi Drive and emergency services providers who currently have only one point of access via Windward Parkway

True North 400

Top Priority Capital Projects

- G** Dryden Rd Extension (see previous page)
- A** Old Morris Road-MARTA Station Trail Connection
- K** MARTA-Continuum Trail Segment - A trail segment of approximately ½ mile connecting from the MARTA Park and Ride Station, along the southern side of Windward Parkway under GA 400 to the northern entrance to the future Continuum development.
 - Provides the only E-W pedestrian connectivity in a 2.5 mi stretch of 400 from Webb Bridge Rd to McGinnis Ferry Rd
 - Connects the planned mixed-use development at Continuum to the Park & Ride and future BRT station, providing a first mile/last mile pedestrian route for future resident and employee commuters

Capital Projects of Importance

- L** Webb Road Extension - a 3/4 mile complete streets roadway extension from the roundabout on Webb Road to Alderman Drive, providing an east-west connection across GA 400 that does not pass through a major highway interchange. The only current east-west connections across GA 400 through the Study Area are along Windward Parkway and McGinnis Ferry Road, which are both highway interchanges. (**Note - there are multiple potential locations and concepts for this connection*)

PROPOSED
SCHEME 3



Recommendations that support the significant clusters of office workers and major employers in the District include the implementation of policies, programs and guidelines that create amenities. These amenities include access to scenic green space, trail networks, placemaking elements and recreational opportunities that support daily work and lifestyles.

Milton

Implementation Projects

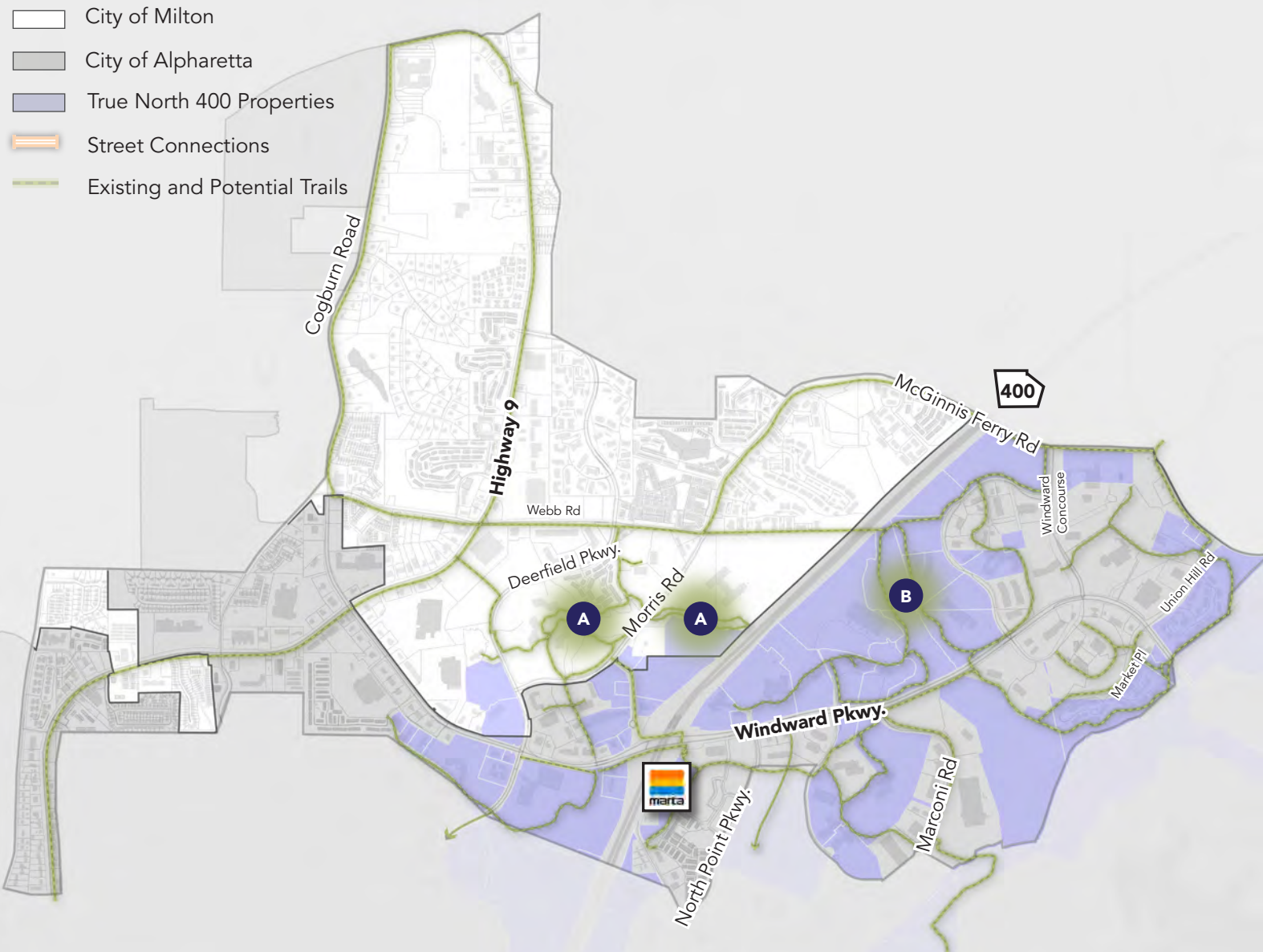
- Codify Public Trail Connections - Amend the Deerfield Form Based Code (Sections 3.2 and 4.3) to require developments to provide pedestrian connections to adjacent portions of the public trail network (Camp Creek Trail, where applicable) and provide recommendations for trailhead amenities to encourage trail use
 - Help alleviate traffic congestion from new (re)development by providing pedestrian connections to the public trail network linked to district businesses and services, thereby encouraging walking and/or biking for short distance trips
- A** Conserve Green Space for Public Use - Protect natural resources and open space for public use and recreation along the Camp Creek and its tributaries. Via the Uniform Conservation Easement Act, Georgia Greenspace Program, and other conservation tools like Milton's Greenprint Plan, proactively work with property owners to put natural and scenic assets into perpetual trust for public benefit.
 - Provides the only E-W pedestrian connectivity in a 2.5 mi stretch of 400 from Webb Bridge Rd to McGinnis Ferry Rd
 - Protects ecologically-important riparian corridors and their adjacent floodplains for wildlife habitat
 - Improves water quality in local streams and downstream water supplies
 - Anchors the experience of trail users on the newly proposed Camp Creek Trail network by providing access to high quality natural and scenic areas
 - Drives value for mixed-use redevelopment by providing public green space as an amenity for employees and residents
 - Protects and enhances an authentic identity of the district as a green, pastoral landscape of rural and agrarian heritage

Alpharetta

Implementation Projects

- Expand the Alpharetta Connect Forward Grant
 - Through the Alpharetta Development Authority, expand the matching fund grant program for pedestrian connections from business campuses to the public trail network to include the provision of amenities at campus trailheads. These amenities may include outdoor lounge furniture, al fresco study pods, collaboration spaces, communal lunch tables, or other comforts to inspire and encourage office users to engage in recreation, nature immersion, digital detox, and healthy work day habits.
 - Improves water quality in local streams and downstream water supplies
 - Anchors the experience of trail users on the newly proposed Camp Creek Trail network by providing access to high quality natural and scenic areas
- B** Conserve Green Space for Public Use - Protect natural resources and open space for public use and recreation along the Camp Creek and its tributaries. Via the Uniform Conservation Easement Act, Georgia Greenspace Program, and other conservation tools, proactively work with property owners to put natural and scenic assets into perpetual trust for public benefit.
 - Protects ecologically-important riparian corridors and their adjacent floodplains for wildlife habitat
 - Improves water quality in local streams and downstream water supplies
 - Anchors the experience of trail users on the newly proposed Camp Creek Trail network by providing access to high quality natural and scenic areas
 - Drives value for mixed-use redevelopment by providing public green space as an amenity for employees and residents
 - Protects and enhances an authentic identity of the district as a green, pastoral landscape of rural and agrarian heritage

Serenity & Amenity: Capital Projects



True North 400

Implementation Projects

- Develop Windward area Design Guidelines - Solicit a design study to develop the signature branding elements, design guidelines, and messaging for the Windward district, with an emphasis on a cohesiveness of feel across the entirety of public and private spaces within the district
 - Supports employers, brokers and developers in marketing the public amenities of the district
 - Provides the foundation (identity) for effective district marketing, promotion, programming and activities
 - Gives aesthetic direction to private investment
- Develop Camp Creek Trail Branding & Design Guidelines - Solicit a design study to develop the signature branding elements, design guidelines, and programming opportunities for the newly-minted Camp Creek Trail. This study must be geared towards inspiring users to engage in trail use and attracting residents and employees to the nature-based assets of the district.
 - Promotes district-wide travel by foot or bike on a low-stress trail network
 - Attracts funding partners for the implementation of trail segments
 - Creates legibility, ease of access, safety and navigability for future trail users

The primary driver for improving quality of life for both employees and residents in the District is the creation of authentic places for socializing, recreation and leisure activities. Destinations that are anchored by unique natural features and include both public green space and options for dining and entertainment in a unique built environment will generate a positive spillover effect that will elevate the perception and experience of the greater District.

Milton

Implementation Projects

- A** Develop Signature Placemaking Destination at Morris Lake Site - Anchor the experience of the Deerfield District with a combination of lakefront public park, trailhead, eateries and unique hospitality and event venues. Identify and engage qualified development partners and budget for public investment in green space, park features and trailhead infrastructure.
 - Creates a destination for employees returning to the office – dining, drinking, scenic public park space, community events, recreation, programmed activities, socializing, and entertainment
 - Provides an iconic architectural and site design that is authentic to the heritage of this geography of Milton and becomes a recognizable placemaking element that elevates the image of the entire Deerfield District
 - Serves local residents with public park space, programmed activities, access to nature, and green space for leisure and recreation, as well as dining and entertainment options
 - Creates a centrally-located public trailhead for access to the new Camp Creek Trail network
 - Provides needed public park space in the Deerfield district that can support community events and programmed activities
 - Attracts development interest and supports tenantry as a highly marketable amenity for potential businesses and employers
 - Leverages portions of a site for public green space that complements commercial and retail development
- Develop Deerfield District Social Media Presence - Create a dedicated program of local communication and national marketing with consistent tone and identity. Using both Milton channels and shared content on City of Alpharetta and True North 400 channels, provide regular content including news,

history, and stories to promote the businesses and activities in the Deerfield District. With content ranging from profiles of small business owners to economic development initiatives, the social campaign for Deerfield requires dedicated personnel committed to a rolling content calendar and real time information sharing across multiple digital platforms.

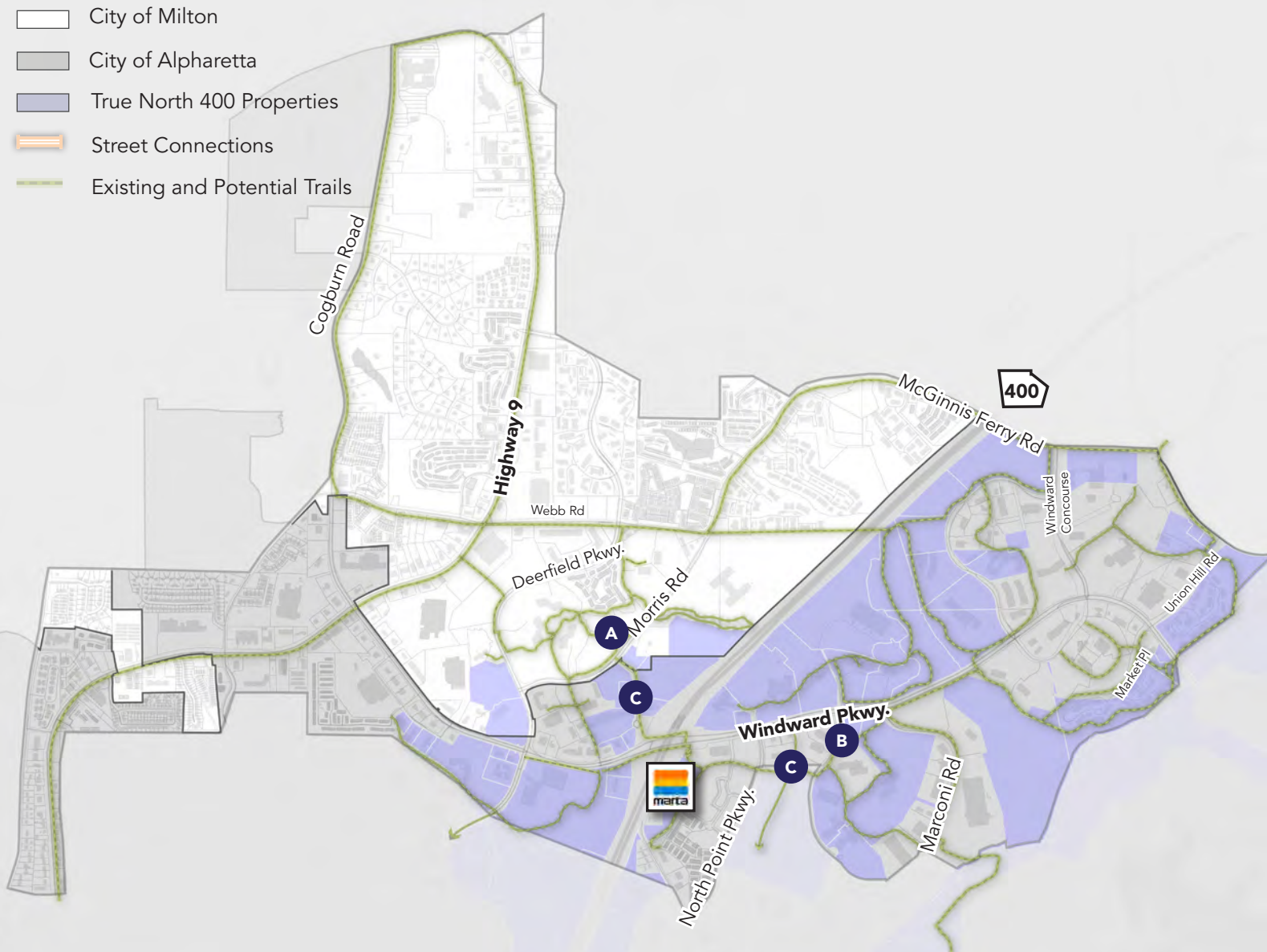
- Enhances economic competitiveness by communicating the successes and opportunities in the Deerfield District to a local, metro, and national audience
- Supports and highlights local businesses at the edge of the Milton municipal boundary that may lack the agglomeration benefits afforded to businesses located in more centralized clusters of activity
- Reinforces the identity and brand of the Deerfield District building visibility, recognition, and civic pride
- Shines a light on the industries, entrepreneurs, restaurateurs, retailers and local businesses that collectively create the competitive niche for Deerfield

Alpharetta

Implementation Projects

- B** Develop a Signature Placemaking Destination at Edison Drive Site - Anchor the experience of the Windward District with a combination of nature-based public park, trailhead and food hall along the new Camp Creek Trail. Identify and engage qualified development partners and budget for public investment in green space, park features and trailhead infrastructure.
 - Creates a destination for employees returning to the office – dining, drinking, community events, recreation, programmed activities, socializing, and entertainment
 - Provides an iconic architectural and site design that is authentic to the heritage of

Ales to Trails: Capital Projects



this geography of Alpharetta and becomes a recognizable placemaking element that elevates the image of the entire Windward District

- Serves local residents with public park space, programmed activities, access to nature, and green space for leisure and recreation, as well as dining and entertainment options
- Creates a centrally-located public trailhead for access to the Big Creek Greenway and the new Camp Creek Trail network
- Provides needed public space in the district that can support community events and programmed activities
- Attracts development interest and supports tenantry as a highly marketable amenity for potential residents and employers
- Leverages undevelopable portions of a site for public green space that complements commercial and retail development

- Develop Windward District Social Media Presence
Create a dedicated program of local communication and national marketing with consistent tone and identity. Using both Alpharetta channels and shared content on City of Milton and True North 400 channels, provide regular content including news, history, and stories to promote the businesses and activities in the Windward District. With content ranging from profiles of small business owners to economic development initiatives, the social campaign for Windward requires dedicated personnel committed to a rolling content calendar and real time information sharing across multiple digital platforms.
 - Enhances economic competitiveness by communicating the successes and opportunities in the Windward District to a local, metro, and national audience
 - Supports and highlights local businesses at the edge of the Alpharetta municipal boundary that may lack the agglomeration benefits afforded to businesses located in more centralized clusters of activity
 - Reinforces the identity and brand of the Windward District building visibility, recognition, and civic pride
 - Shines a light on the technologies, industries, entrepreneurs, innovators, and creatives that collectively create the competitive niche for Windward

True North 400

Implementation Projects

- C** Support Connections to Placemaking Destinations-
The CID can provide funding, project management and technical support for public street and public trail connections to Placemaking Destinations within the CID boundaries. The identification of these projects may be best timed with the site master plans that will emerge as the relationship between the cities and their development partners takes shape.
- Host and Coordinate Windward/Deerfield Communications-Building on the social media campaigns described above, True North 400 can serve as a central entity for communications that span municipal boundaries. By reciprocating with Alpharetta and Milton regarding social media posts and by hosting a shared content calendar, True North 400 is in the perfect position to supply dedicated resources to a district-wide social media presence.
 - Supports and informs businesses and residents who routinely cross municipal boundaries for daily activities
 - Reinforces the identity and brand of the CID and its territory building visibility, recognition, and credibility
 - Enhances economic competitiveness by communicating the successes and opportunities in the District to a local, metro, and national audience

An effective implementation strategy can help overcome barriers to development, resulting in a project that is viable, attracts private investment, and provides public benefits that are consistent with community goals. Such an implementation strategy will require the City to act in three key capacities: 1) as a regulator, 2) as a partner, and 3) as an economic developer. This implementation framework is intended to support investments in the public realm, real estate, small businesses, and people in order to generate net positive community outcomes.

City as Regulator:

- Implement zoning overlays: Zoning overlays designed to achieve the development goals and vision for each of the neighborhood pods will help regulate future development. These will ensure that any development happening in these pods is appropriately scaled, well linked, and best repositions the existing built environment. For example:
 - “Transit and Travelers” pods could feature zoning overlays that allow for relatively higher residential density with ground level retail, so as to augment transit usage and accessibility
 - “Hike to Home Community” pods could benefit from a zoning overlay that allows for active ground-level uses to activate the public realm and promotes consistent architectural/design treatments for properties adjacent to any trail or greenway.
- Selective use of development incentives/bonuses: These zoning overlays could also offer benefits in exchange for the provision of community and policy goals, such as public space, attainable housing, and provision of subsidies for small businesses. Incentives could include relaxation of height requirements in exchange for a minimum assembly acreage, density bonuses in exchange for provision of attainable housing set-asides, and relaxation on development fees in lieu of public infrastructure improvements.
- Future planning study: The neighborhood pods framework presented in this document is a concept designed to maximize the potential of the existing stock, redevelopment, and location such that it can serve a diverse range of residents. A more detailed effort is needed to study the real estate, land use, and design guidelines for each pod, beginning with those located near catalytic development, such as the MARTA station. The city should explore engaging in a future planning study that explores all these topics.

City as Partner

- Build capacity and partnerships: assess potential revenue sources, partnerships, and opportunities to finance and support future improvements to enhance the urban and suburban landscape.
 - Access the viability of public tools, such as tax allocation districts (TADs) and True North 400 to facilitate infrastructure improvements, transformation of commercial streets into pedestrian friendly corridors, and creation of new parks, trails and greenways.
 - Forge Public Private Partnerships (PPPs) with large-scale employers, businesses, and developers.
 - Collaborate with major landowners to create and launch RFPs for master developers as needed.
 - Utilize the neighborhood pod framework to identify key sites for policy-supported uses.
- Promote multi-modal transit through land use: continuously evaluate the relationship between trails, greenways, and land use, so as to ensure that placemaking, trail, and streetscape improvements promote non-motorized transportation.

City as Economic Developer

- Retain, attract, and diversify businesses: Support development of innovation and start-up hubs by working with established business incubators. Explore partnerships with land owners and/or developers to create a physical shared space that can serve as its own entrepreneurial ecosystem
 - Utilize space and knowledge network to attract start-ups and small businesses with growth potential in a diverse array of targeted, office-using industries.
 - Establish incentives to subsidize lease of currently underutilized office space by small businesses and start-ups.
 - Expand social media presence of existing economic development initiatives, such as Windward Tech District, to capture renewed focus on a more diversified innovation ecosystem.

Funding Implementation Table

The following matrix establishes guidance on potential timelines, partners, and order of magnitude cost (when applicable) for projects.

	Project	Timeline	Order of Magnitude Cost	Potential Partners
1	Connecting the Dots			
A	Old Morris Road - MARTA Station Trail Connection	Short	\$1.9M - \$2.6M	True North 400, Alpharetta, Milton
B	Webb & Cogburn Shared Use Path	Short (In Progress)	\$8.1M	Milton
C	Morris Road Extension	Long	\$3.8M - \$5.1M	Milton, True North 400

Project		Timeline	Order of Magnitude Cost	Potential Partners
D	Morris Road Widening & Shared Use Path	Short (Under Construction)	\$8M	Milton
E	Highway 9 to Deerfield Connector (through Fry's)	Medium	\$2.1M - \$3.6M	Milton, Private Developer
F	Morris Road Lake Loop and Connector	Medium	\$3.4M - \$4.2M	Milton, Private Developer, True North 400
G	Dryden Road Extension	Short (in preliminary engineering)	\$2M - \$3.5M	Alpharetta, True North 400
H	Windward Morris Connector	Medium	\$2.8M - \$5.2M	Alpharetta, True North 400
I	Marconi-Edison Connector	Long	\$3.1M - \$5.4M	Alpharetta, True North 400
J	Windward Terraces ULI TAP Study Area Primary Road Network	Medium/Long	\$9.2M - \$16.3M	Alpharetta, Private Developer
K	MARTA-Continuum Trail Segment	Short	\$1.3M - \$1.7M	True North 400, Alpharetta
L	Webb Road Extension	Long	\$74M - \$89M	True North 400, Alpharetta, Milton

Project		Timeline	Potential Partners
2	Serenity & Amenity		
A	Milton - Conserve Green Space for Public Use	Short/Medium	Milton, Private Developer
Other	Codify Public Trail Connections (Milton)	Short	Milton
B	Alpharetta - Conserve Green Space for Public Use	Short/Medium	Alpharetta, Private Developer
Other	Expand the Alpharetta Connect Forward Grant	Short/Medium	Alpharetta
Other	Develop Windward Area Design Guidelines	Short	True North 400
Other	Develop Camp Creek Trail Branding & Design Guidelines	Short/Medium	True North 400
3	Ales to Trails		
A	Develop Signature Placemaking Destination at Morris Lake Site	Medium	Milton, Private Developer
B	Develop Signature Placemaking Destination at Edison Drive Site	Medium	Alpharetta, Private Developer
Other	Support Connections to the Placemaking Destinations	Short	True North 400
Other	Develop City-Specific Social Media Presence (Milton - Deerfield, Alpharetta - Windward)	Short	Milton, Alpharetta
Other	Host and Coordinate Windward/Deerfield Communications Initiative	Short/Medium	True North 400





A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT THE WINDWARD PARKWAY & HIGHWAY 9 STRATEGIC MASTER PLAN LIVABLE CENTERS INITIATIVE (LCI) STUDY AND INCORPORATE INTO THE HORIZON 2040 COMPREHENSIVE PLAN

WHEREAS, the Livable Centers Initiative (LCI) is a program of the Atlanta Regional Commission that encourages local jurisdictions to plan and implement strategies that link transportation improvements with land use development strategies to create sustainable, livable communities consistent with regional development policies; and

WHEREAS, the Highway 9/GA 400 Area Master Plan Livable Centers Initiative (LCI) was adopted by City Council in June 2012; and

WHEREAS, the City entered into an Intergovernmental Agreement with the City of Milton and True North 400 to update the Highway 9/GA 400 Area Master Plan LCI Study, which included an expansion of the study area; and

WHEREAS, the purpose of the study was to clarify and update the vision and future market potential of the Windward Area; provide additional detail to the City of Alpharetta Comprehensive Plan, and offer recommendations to improve local zoning regulations and incentives for appropriate future development and redevelopment; and

WHEREAS, the resulting plan balances economic considerations with the community's values and vision to promote an activity center that is effectively linked to the region; and

WHEREAS, the Windward Parkway & Highway 9 Strategic Master Plan LCI Study was developed in cooperation with the City of Alpharetta, the City of Milton, and True North 400 and through a process that engaged the public and provided opportunity for the public to shape the plan's recommendations; and

WHEREAS, the Atlanta Regional Commission has reviewed the Windward Parkway & Highway 9 Strategic Master Plan LCI Study and has found that the plan is consistent with the goals and requirements of the Livable Centers Initiative and the regional development policies.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta hereby adopts the Windward Parkway & Highway 9 Strategic Master Plan LCI Study, attached as Exhibit A, and authorizes its incorporation into the Horizon 2040 Comprehensive Plan.

SO RESOLVED this ____ day of March ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal Brady

(SEAL)

Attest:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

Exhibit A



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: March 18, 2024

AGENDA ITEM:

Change Order #1 to Purchase Order # 24000129 Foe Killer Watershed Flood Mitigation Design for Log Cabin Park

Consideration of approval of RK&K's proposal for Change Order #1 to Purchase Order # 24000129 for design additions to the Foe Killer Watershed Flood Mitigation Log Cabin Park for an amount not to exceed \$120,385.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve RK&K's proposal for Change Order #1 to Purchase Order # 24000129 for design additions to the Foe Killer Watershed Flood Mitigation Log Cabin Park for an amount not to exceed \$120,385.00 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: \$120,385.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M / 30241100541430C1308	\$120,385.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

This change order request is for the design for replacement of the Mayfield Circle Culvert between Meadow Drive and Heritage Lane. The scope of work includes updated modeling, geotechnical investigation and testing, structural design, survey, sub surface utility exploration, and associated permitting for the preparation of construction documents for the culvert replacement.

Meadow Brooks/Milton Estates neighborhood in the City is experiencing nuisance flooding from an unnamed tributary to Foe Killer Creek. Public Works staff requested an evaluation of stormwater best management practice (BMP) alternatives within the park property (log cabin site) to assist in alleviating this flooding as part of an RFP awarded to RK&K in July 2023. Attached is an exhibit depicting the stormwater improvements on the site as well as infrastructure improvements to the parking lot and extending the existing sidewalk on Marjean Way with a concrete sidewalk to Milton Avenue. The plan would be more robust with larger stormwater facilities, but an existing 20' Fulton County Sanitary Sewer Easement and existing specimen trees do not permit larger improvements.

RK&K performed a quick existing conditions hydrologic and hydraulic (H&H) analysis of the tributary's watershed to understand where the critical points causing the flooding are located. Based on this analysis, the existing culvert crossings, particularly at Mayfield Circle, are undersized for lower return period storms, i.e., 5 and 10-year storms. The undersized pipe backs up and flows onto adjacent properties, which are approximately equal to or lower in elevation compared to Mayfield Circle. Based on this determination, Public Works staff has requested a proposal

for supplemental services to size, design, permit and prepare construction documents for the replacement of the Mayfield Circle Culvert. The attached exhibit depicts the existing conditions of a 10-year storm event and the proposed conditions of the same area if the culvert was upsized. The additional modeling included in the RK&K's proposal is to determine if there are any significant impacts on downstream properties if modifications to the culvert are made.

The goal of the Log Cabin Stormwater Mitigation project is to help alleviate downstream nuisance flooding in the Meadow Brooks/Milton Estates neighborhood from an Unnamed Tributary to Foe Killer Creek. Based on the existing conditions, preliminary H&H analysis for the site and surrounding area, the nuisance flooding is primarily caused by an undersized culvert crossing at Mayfield Circle. This was not identified until RK&K discovered the proposed improvements on the site would not improve stormwater matters upstream or downstream. Prior to RK&K's preliminary modeling to see how their proposed improvements would benefit the community, or in this case no benefit, Public Works was unaware the culvert under Mayfield Circle was serving as a choke point for runoff. If known, Public Works would have included the work in the original scope of work. The preliminary HEC-RAS modeling effort supports that the most effective solution to alleviate nuisance flooding is to replace/up-size the Mayfield Circle culvert. RK&K believes with the upsizing of the culvert as well as multiple stormwater enhancements on the Log Cabin Site, benefits to the watershed basin will be achieved. Without modifications to the culvert, RK&K's recommendation as well as Public Works is to not move forward with stormwater improvements to the log cabin site, since there will be minimal to no stormwater benefit to the area. Though the design anticipates utilizing a pre-cast concrete box culvert, the engineer needs to design walls to tie into the box culvert to hold back the soil. Additionally, the design needs to be accomplished in such a fashion to minimize unnecessary disturbance to the banks of the Unnamed Tributary to Foe Killer Creek. Due to work occurring within the streambanks, environmental permits and approvals from agencies outside the City will need to be obtained.

RK&K was awarded \$154,065.00 on June 23, 2023, to develop a plan to incorporate stormwater enhancements on the Log Cabin Property. The firm scored 15 points higher than the second place firm through the Finance's RFP Procurement criteria, as well as \$11k less expensive than the second vendor. RK&K was the most qualified firm as well as the least expensive firm. The proposed change order for the necessary modeling to ensure downstream properties are not adversely affected by the culvert replacement is \$120,385.00, bringing the total cost of the design work to \$274,450.00. Modeling both the improvements associated with the long cabin site and modeling the upgrade of the culvert by one firm provides consistency. If awarded, the design of the culvert replacement and stormwater BMP improvements is scheduled to be completed in the Fall of 2024. Permitting with agencies outside the City make it difficult to provide a more concrete date the design will be completed.

ALTERNATIVES:

1. Do not approve the change order and do not move forward with the Log Cabin Park Stormwater BMP design.
2. Re-bid the work with a new scope of work.

ATTACHMENTS:

1. RKK Change Order Proposal and Scope of Work
2. Before and After Flood Inundation Maps
3. Recommend Log Cabin Site Design Concept

January 24, 2024

Dennis Roland
Senior Operations Manager
City of Alpharetta Public Works Department
1790 Hembree Road
Alpharetta, GA 30009

Reference: Design Service: Log Cabin Stormwater Mitigation | Contract No. 23-109

Subject: Mayfield Circle Culvert Replacement Design and Permitting – Change Order

Dear Mr. Roland

The RK&K team is pleased to submit this scope of work and cost proposal for supplemental services to the above referenced project.

This additional scope is proposed to support the replacement of the Mayfield Circle Culvert between Meadow Drive and Heritage Lane. The scope of work, detailed herein, includes updated modelling, geotechnical investigation and testing, structural design, survey, SUE, and associated permitting for the preparation of construction documents for the culvert replacement. Based on our understanding of the additional scope, the overall fee for this work is a not-to-exceed amount of **\$120,385.00**.

We appreciate your approval of this proposal and look forward to working with you on this project. Should you have any questions or concerns, please contact me at 470.299.9710 or sdmccarthy@rkk.com.

Sincerely,
RUMMEL, KLEPPER & KAHL, LLP



Sean McCarthy, P.E.
Project Manager, Water Resources

Attachments (2): A. Scope of Services
B. Labor Hour Derivation

cc: Lucia Noya (RK&K)

Attachment A Scope of Services

INTRODUCTION AND PROJECT GOALS

Currently, the Meadow Brooks/Milton Estates neighborhood in the City is experiencing nuisance flooding from an unnamed tributary to Foe Killer Creek. The City of Alpharetta requested an evaluation of stormwater best management practice (BMP) alternatives within Park property to assist in alleviating this flooding. RK&K performed an existing conditions hydrologic and hydraulic (H&H) analysis of the tributary's watershed to understand where the critical points causing the flooding are located. Based on this analysis, the existing culvert crossings, particularly Mayfield Circle, are undersized for lower return period storms, i.e., 5 and 10-year storms. The undersized pipe backwaters the adjacent properties' lawns and structures, which are approximately equal to or lower in elevation compared to Mayfield Circle, resulting in flooding complaints. Based on this determination, the City has requested an additional proposal for supplemental services to size, design, permit and prepare Construction documents for the replacement of the Mayfield Circle Culvert.

PROJECT TASKS:

Based on our understanding of the City's requirements, we believe the general scope of services should encompass the following tasks:

A. Tasks 9, 10, and 11 – Structural Design: 60/90/100 Percent Construction Documents.

RK&K will perform structural design services for a new concrete box culvert passing under Mayfield Circle. Design will include a precast concrete box culvert with cast-in-place concrete headwalls and wingwalls. Headwalls and wingwalls will be designed with fencing to provide fall protection. Contract documents will include plans, special provisions, and construction cost estimate.

Structural design will be in accordance with the AASHTO LRFD Bridge Design Specifications, 9th Edition. Precast concrete box culvert elements will be in accordance with ASTM C1577 Standard Specifications for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD. Standard DOT specifications will be utilized as the general specification.

This proposal is based on submittals at 60%, 90%, and 100%. Structural project submittals are based on submitting the following:

60% Submittal:

- Structural Plans:
 - Structural General Notes
 - General Plan and Longitudinal Section of the box culvert
 - Demolition of Existing
 - Headwall and Wingwall – Plan and Elevation for each end of the culvert
 - Headwall and Wingwall – Sections and Details

- Structural Details
 - Grading and Erosion and Sediment Control Plans
- Specifications:
 - Draft of any required special provisions
- Construction Cost Estimate:
 - Engineers estimate of construction cost with appropriate contingency

90% Submittal:

- Structural Plans:
 - Structural General Notes
 - General Plan and Longitudinal Section of the box culvert
 - Demolition of Existing
 - Foundation Plan including reinforcing steel
 - Headwall and Wingwall – Plan and Elevation for each end of the culvert
 - Headwall and Wingwall – Sections and Details including reinforcing steel
 - Structural Details
 - Pavement Details
 - Grading and Erosion and Sediment Control Plans
- Specifications:
 - Special Provisions
- Construction Cost Estimate:
 - Engineers estimate of construction cost with appropriate contingency

100% Submittal:

- Structural Plans:
 - Structural General Notes
 - General Plan and Longitudinal Section of the box culvert
 - Foundation Plan
 - Headwall and Wingwall – Plan and Elevation for each end of the culvert
 - Headwall and Wingwall – Sections and Details
 - Structural Details
 - Pavement Details
 - Grading and Erosion and Sediment Control Plans
- Specifications:
 - Special Provisions

- Construction Cost Estimate:
 - Engineers estimate of construction cost.

B. Task 12 – Construction Phase Services.

RK&K will construction phase services for review of shop drawings and response to Contractor RFI's, the following submittal reviews are included with this scope:

- Shop Drawing Review:
 - Concrete Mix Designs
 - Reinforcing Steel submittals
 - Precast Concrete Submittals
 - Formwork Submittal
 - Support of Excavation Submittal
 - Waterproofing/Dampproofing Submittal
 - Review of Contractor RFI's:
- Review Contractor RFI's and provide response.
 - Assume four (4) structural RFI's.

C. Task 13 – Environmental and Permitting.

RK&K will assist in preparing the necessary applications and obtaining permits for the proposed Culvert Replacement. This includes:

- Required local land disturbance and erosion and sediment control permitting.
- State NPDES coverage for construction stormwater.
- Natural resource survey and report for stream and wetlands.
- Section 106 Cultural Resource coordination.
- GAEPD Stream Buffer Variance and coordination.

D. Task 14 – H&H Updates.

To determine size, type, and material for the replacement culvert, RK&K will update the existing H&H model with survey and site information obtained. As part of this effort RK&K will quantify the reduction of inundation/flood elevations to the properties upstream of the culvert and evaluate potential downstream impacts presented by upsizing the existing roadway crossing.

E. Task 15 – Geotechnical and Utility Coordination.

RK&K will utilize its subcontractor, ECS to conduct a subsurface investigation to obtain necessary design criteria for the structural design and construction. RK&K will review data provided by ECS; identify samples for laboratory analysis; develop soil parameters for structures to design the culvert replacement; provide recommendations to aid in the design of headwalls and culvert foundations; and summarize any other geotechnical concerns that may affect the planned construction. RK&K will also coordinate with local utility owners to determine requirements for temporary or permanent relocation of subsurface utilities.

F. Task 16 – Survey and SUE.

RK&K will utilize its subcontractor, Atlas Technical consultants to perform Survey of the existing area and obtain SUE information on utilities that may be impacted by or present conflicts to the proposed culvert replacement. 1-ft topographic survey of the project area, including tree locations, parcel boundaries, and utility locations will be provided to assist in the preparation of Construction documents. This proposal assumes up to six (6) potholes to determine size, depth, and type of existing utilities in the project area.

DELIVERABLES AND SCHEDULE:

Upon request, RK&K will provide a detailed schedule for the proposed scope of work from NTP.

ASSUMPTIONS AND EXCLUSIONS:

1. Standard DOT specifications will be utilized as the general specification.
2. Construction phase meetings and site visits are not included.
3. Assume precast concrete box culvert will be used.
4. Design of a cast-in-place concrete box culvert is excluded.
5. Assume top slab of box culvert has a minimum of 9” of fill and top slab is not the driving surface of the roadway.
6. Assume both headwalls will have similar size and geometry and one design will be utilized for both.
7. No state or federally listed rare, threatened or endangered species occur in the project vicinity.
8. No cultural resource surveys are required – A Georgia Archaeological Site File and Georgia's Natural, Archaeological, and Historic Resources GIS (GNAHRGIS) database search will be conducted. If the United States Army Corps of Engineers (USACE) requests additional studies be conducted, RK&K would complete that work if authorized by the City under a supplemental scope of work and fee.
9. Assumes all stream and wetland impacts can be authorized under a USACE Savannah District Section 404 Nationwide or Regional Permit.
10. Assumes non-exempt buffer impacts would occur, thus requiring a GA EPD stream buffer variance. Fee will not be used if stream buffer variance is not needed.

QA/QC, MEETINGS, COORDINATION

RK&K shall coordinate with DWR as needed to complete the tasks detailed in this scope. This includes regular project coordination meetings/workshops to be held at DWR offices. Note that some members of the RK&K project team may participate in these coordination meetings remotely (telephone or web conference). RK&K will continue to lead DWR monthly project progress meetings either in person or via teleconference.

RK&K will perform quality assurance and quality control during this project and for all submittals. The three tenets of RK&K's Quality Control/Quality Assurance (QA/QC) Program are:



- Effective project management control: coordinating and interfacing with the team members will ensure the proper direction and flow of information. RK&K will successfully implement such a course of action through continuous contact between the project manager and key staff.
- Structured Total Quality Management QA/QC program: RK&K recognizes the importance of developing the highest quality studies, designs and contract documents. The QA/QC manual developed by RK&K is distributed to every employee and reviewed periodically thus enabling continuous updates and improvements to our QA/QC Program. The goal of the program is to provide our clients with well-conceived approaches and technically accurate plans, which is partially achieved through our system of final quality control checks by our management team.
- Cost control monitoring: budgets will be carefully monitored on a weekly basis for each assignment. Our Deltek Project Management and Accounting systems allow management to monitor progress versus budget, to identify problem areas early, and to take the appropriate action to see that the project is completed within budget. Our system provides our project management team with a report, including a breakdown of man-hours and payroll by individual tasks, which permits managers to monitor a project's status quickly and efficiently from the manager's own workstation.

FEE SUMMARY

RK&K will perform the work for a not to exceed fee of **\$120,385.00**. See Attachment B for a detailed breakdown of tasks and staff hours.

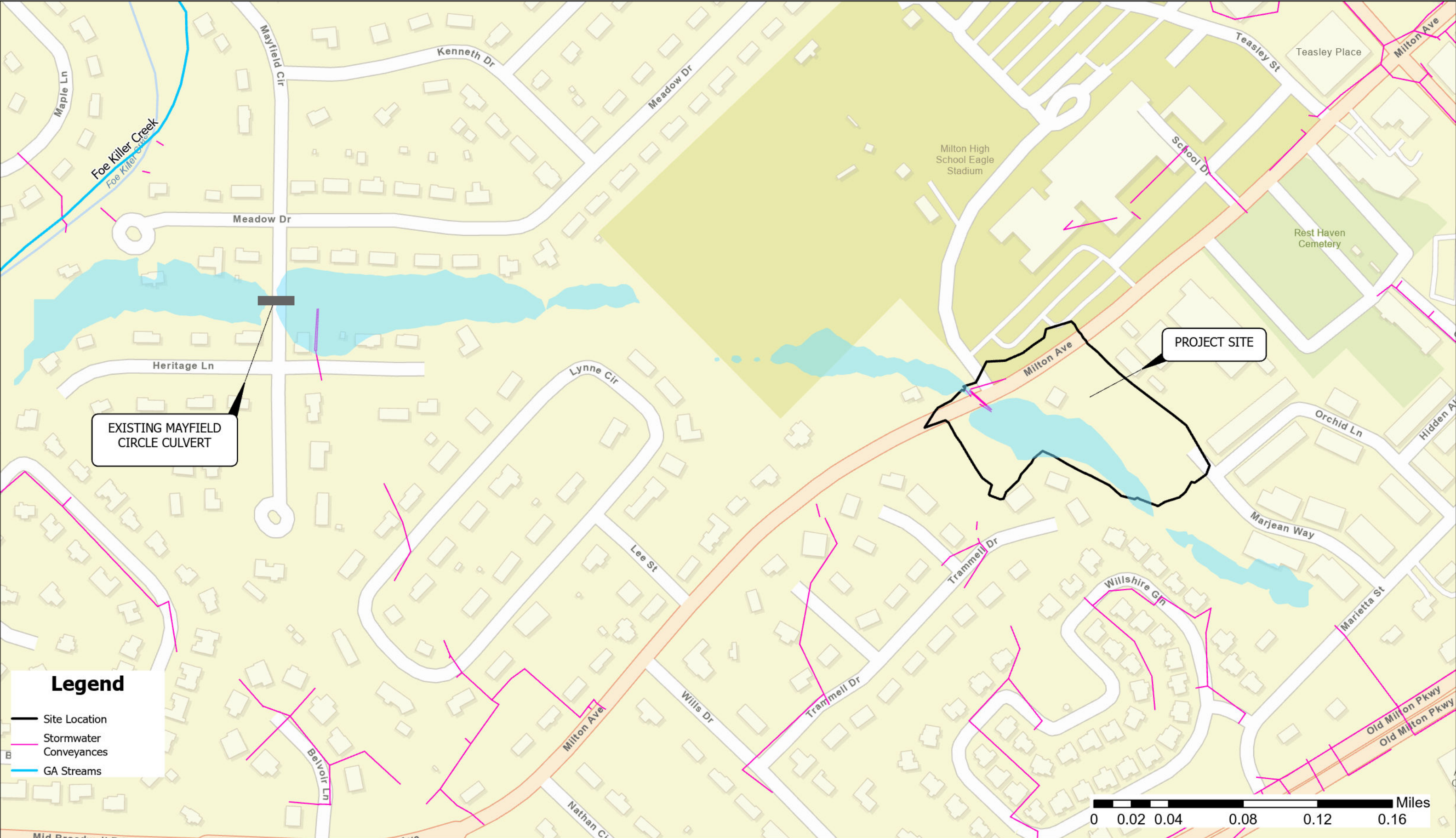
<i>Tasks</i>	<i>Hours</i>	<i>Cost</i>
<i>Task 9 – 60% Design Submittal</i>	170	\$ 21,920.00
<i>Task 10 – 90% Design Submittal</i>	180	\$ 23,590.00
<i>Task 11 – 100% Construction Documents</i>	97	\$ 13,080.00
<i>Task 12 – Construction Phase Services</i>	50	\$ 6,860.00
<i>Task 13 – Environmental and Permitting</i>	130	\$ 19,200.00
<i>Task 14 – H&H Updates</i>	70	\$ 9,050.00
<i>Task 15 – Geotech/Utility Coordination</i>	44	\$ 13,515.00
<i>Task 16 – Survey/SUE QL A</i>	LS	\$ 13,170.00
<i>Direct Expenses (mileage)</i>		\$ 0.00
<i>Totals</i>	741	\$ 120,385.00

Task 9 - Culvert Replacement 60% Design	Classification Breakdown (Hours)							
	Managing Engineer	Project Manager	Senior Project Engineer	Engineer III	Engineer II	Engineer I	Geotechnical Investigation and Testing	Contour Environmental
Review Geotechnical Report / Criteria			2	2				
Endwall Preliminary Design		1	8	16				
Preliminary Cost Estimate		1	6	12				
Structural General Notes, General Plan and Profile		1	4	8	16			
Removal Plan		1	4	6	12			
Endwall Plan, Elevation and Sections		1	4	8	16			
Culvert Section and Details		1	4	8	16			
Plan QA/QC	2							
Draft Specifications/Special Provisions		6	4					
Subtotal Hours	2	12	36	60	60	0		
Rate	\$ 250.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 110.00	\$ 105.00	\$ -	\$ -
Subtotal Dollars	\$ 500.00	\$ 2,220.00	\$ 5,400.00	\$ 7,200.00	\$ 6,600.00	\$ -	\$ -	\$ -
Task 1 Hours	170							
Task 1 Cost	\$ 21,920.00							
Task 10 - Culvert Replacement 90% Design Submittal	Classification Breakdown (Hours)							
	Managing Engineer	Project Manager	Senior Project Engineer	Engineer III	Engineer II	Engineer I	Geotechnical Investigation and Testing	Contour Environmental
Response to Review Comments		1	4	1				
Endwall Design			4	8				
Semi-Final Cost Estimate	1	1	4	8				
Structural General Notes, General Plan and Profile		1	2	4	8			
Removal Plan			2	1	4			
Foundation Layout Plan		1	2	8	16			
Endwall Plan, Elevation and Sections		1	4	4	8			
Reinforcing Plan, Elevation and Miscellaneous Details		1	4	8	16			
Culvert Section and Details		1	2	4	8			
Fencing Details		1	2	6	12			
Plan QA/QC	2							
Semi-Final Specifications/Special Provisions	1	10	4					
Subtotal Hours	4	18	34	52	72	0		
Rate	\$ 250.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 110.00	\$ 105.00	\$ -	\$ -
Subtotal Dollars	\$ 1,000.00	\$ 3,330.00	\$ 5,100.00	\$ 6,240.00	\$ 7,920.00	\$ -	\$ -	\$ -
Task 2 Hours	180							
Task 2 Cost	\$ 23,590.00							

City of Alpharetta - Design Services: Log Cabin Stormwater Mitigation RFP 23-109 Change Order Fee Derivation - Culvert Replacement				Date Checked:		By: By:		SDM	
Task 11 - 100% Design Submittal	Classification Breakdown (Hours)								
	Managing Engineer	Project Manager	Senior Project Engineer	Engineer III	Engineer II	Engineer I	Geotechnical Investigation and Testing	SUE Level B	
Response to Review Comments		1	4	2					
Final Cost Estimate	1	1	2	4					
Structural General Notes, General Plan and Profile		0.5	2	2	2				
Removal Plan			2		2				
Foundation Layout Plan		0.5	2	4	8				
Endwall Plan, Elevation and Sections		1	2	4	8				
Reinforcing Plan, Elevation and Miscellaneous Details		1	2	4	8				
Culvert Section and Details		0.5	2	4	4				
Fencing Details		0.5	1	2	4				
Plan QA/QC	2								
Final Specifications/Special Provisions	1	4	2						
Subtotal Hours	4	10	21	26	36	0			
Rate	\$ 250.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 110.00	\$ 105.00	\$ -	\$ -	
Subtotal Dollars	\$ 1,000.00	\$ 1,850.00	\$ 3,150.00	\$ 3,120.00	\$ 3,960.00	\$ -	\$ -	\$ -	
Task 3 Hours	97								
Task 3 Cost	\$ 13,080.00								
Task 12 - Construction Phase	Classification Breakdown (Hours)								
	Managing Engineer	Project Manager	Senior Project Engineer	Engineer III	Engineer II	Engineer I	Geotechnical Investigation and Testing	SUE Level B	
Respond to 4 RFIs		2	12						
Submittal Reviews									
Support of Excavation for Endwall Construction		0.5	1	4					
Formwork Submittal			1	2					
Reinforced Concrete Culvert Endwall Reinforcement		0.5	1	6					
Revised Reinforced Concrete Culvert Endwall Reinforcement			1	2					
Precast Culvert Calcs and Shop Drawing		1	1	6					
Reinforced Concrete Mix Design			1	2					
Precast Concrete Mix Design			1	2					
Waterproofing & Damproofing Material Submittals			1	2					
Subtotal Hours	0	4	20	26	0	0			
Rate	\$ 250.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 110.00	\$ 105.00	\$ -	\$ -	
Subtotal Dollars	\$ -	\$ 740.00	\$ 3,000.00	\$ 3,120.00	\$ -	\$ -	\$ -	\$ -	
Task 3 Hours	50								
Task 3 Cost	\$ 6,860.00								

Classification Breakdown (Hours)								
Task 13 - Environmental and Permitting	Managing Engineer	Project Manager	Senior Project Engineer	Engineer III	Engineer II	Engineer I	Geotechnical Investigation and Testing	SUE Level B
NR Survey/Report for Streams and Wetlands	6				14			
Section 106 Cultural Resources Site File/Database Search	5				1			
USACE Section 404 Permitting and Coordination	12				40			
GA EPD Stream Buffer Variance	12				40			
Subtotal Hours	35	0	0	0	95	0	0	0
Rate	\$ 250.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 110.00	\$ 105.00	\$ -	\$ -
Subtotal Dollars	\$ 8,750.00	\$ -	\$ -		\$ 10,450.00	\$ -	\$ -	\$ -
Task 3 Hours	130							
Task 3 Cost	\$ 19,200.00							
Classification Breakdown (Hours)								
Task 14 - Modelling Updates to Culvert for Type and Size	Managing Engineer	Project Manager	Senior Project Engineer	Engineer III	Engineer II	Engineer I	Geotechnical Investigation and Testing	SUE Level B
Hydrology		2		18				
Hydraulics		4		20				
Grading and ESC Plans	2			24				
Subtotal Hours	2	6	0	62	0	0	0	0
Rate	\$ 250.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 110.00	\$ 105.00	\$ -	\$ -
Subtotal Dollars	\$ 500.00	\$ 1,110.00	\$ -	\$ 7,440.00	\$ -	\$ -	\$ -	\$ -
Task 3 Hours	70							
Task 3 Cost	\$ 9,050.00							
Classification Breakdown (Hours)								
Task 15 - Geotechnical/Utility	Managing Engineer	Project Manager	Senior Project Engineer	Engineer III	Engineer II	Engineer I	Geotechnical Investigation and Testing	SUE Level B
Geotechnical Analysis and Recommendations	4	8		24				
Geotechnical Investigation							1 LS	
Utility Coordination		8						
Subtotal Hours	4	16	0	24	0	0	1 LS	0
Rate	\$ 250.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 110.00	\$ 105.00	\$ 6,675.00	\$ -
Subtotal Dollars	\$ 1,000.00	\$ 2,960.00	\$ -	\$ 2,880.00	\$ -	\$ -	\$ 6,675.00	\$ -
Task 3 Hours	44							
Task 3 Cost	\$ 13,515.00							

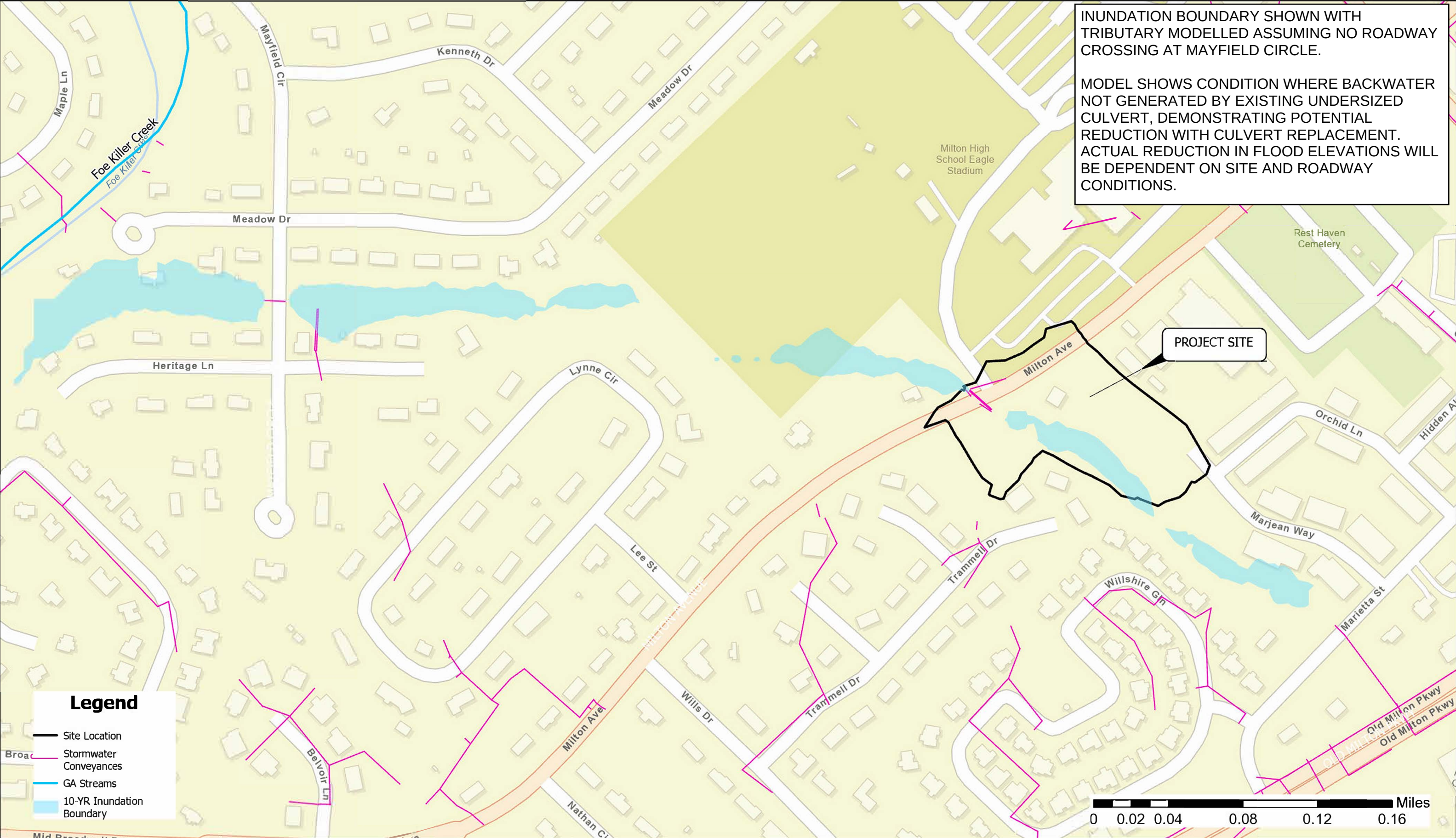
City of Alpharetta - Design Services: Log Cabin Stormwater Mitigation RFP 23-109 Change Order Fee Derivation - Culvert Replacement						Date Checked:	By: By:	SDM																																																								
Task 16 Survey/SUE	Classification Breakdown (Hours)																																																															
	Managing Engineer	Project Manager	Senior Project Engineer	Engineer III	Engineer II	Engineer I	Geotechnical Investigation and Testing	Survey Area and SUE Level B																																																								
Survey and SUE QLA (assumes 6 test holes)								1 LS																																																								
Subtotal Hours	0	0	0	0	0	0	0	1 LS																																																								
Rate	\$ 250.00	\$ 185.00	\$ 150.00	\$ 120.00	\$ 110.00	\$ 105.00	\$ -	\$ 13,170.00																																																								
Subtotal Dollars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,170.00																																																								
Task 3 Hours	0																																																															
Task 3 Cost	\$ 13,170.00																																																															
Direct Costs Other Than Payroll																																																																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"></td> <td style="width: 10%; text-align: center; border-bottom: 1px solid black;">Item</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>Mileage - RKK (assume 22 trips at 64 miles RT)</td> <td></td> <td style="text-align: center;">x</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">0.655</td> <td></td> </tr> <tr> <td>B&W Plots - 24X36</td> <td></td> <td style="text-align: center;">x</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">1.50</td> <td></td> </tr> <tr> <td>B&W Prints - 8.5X11</td> <td></td> <td style="text-align: center;">x</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">0.10</td> <td></td> </tr> <tr> <td>Color Prints - 8.5X11</td> <td></td> <td style="text-align: center;">x</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">0.30</td> <td></td> </tr> <tr> <td>Color Prints - 11X17</td> <td></td> <td style="text-align: center;">x</td> <td></td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">0.40</td> <td></td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">Subtotal Direct</td> <td colspan="7"></td> </tr> </table>										Item							Mileage - RKK (assume 22 trips at 64 miles RT)		x		\$		0.655		B&W Plots - 24X36		x		\$		1.50		B&W Prints - 8.5X11		x		\$		0.10		Color Prints - 8.5X11		x		\$		0.30		Color Prints - 11X17		x		\$		0.40		Subtotal Direct							
	Item																																																															
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border: 1px solid black; padding: 5px;">Hours</td> <td style="width: 70%; border: 1px solid black; text-align: right; padding: 5px;">741</td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">Total Fee: (Not to Exceed)</td> <td style="border: 1px solid black; text-align: right; padding: 5px;">\$ 120,385.00</td> </tr> </table>									Hours	741	Total Fee: (Not to Exceed)	\$ 120,385.00																																																				
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City of Alpharetta - Log Cabin Park: 10-YR Inundation Boundary Map



Project #: 23232.000
Date: 2023-11-20



INUNDATION BOUNDARY SHOWN WITH TRIBUTARY MODELLED ASSUMING NO ROADWAY CROSSING AT MAYFIELD CIRCLE.

MODEL SHOWS CONDITION WHERE BACKWATER NOT GENERATED BY EXISTING UNDERSIZED CULVERT, DEMONSTRATING POTENTIAL REDUCTION WITH CULVERT REPLACEMENT. ACTUAL REDUCTION IN FLOOD ELEVATIONS WILL BE DEPENDENT ON SITE AND ROADWAY CONDITIONS.

Legend

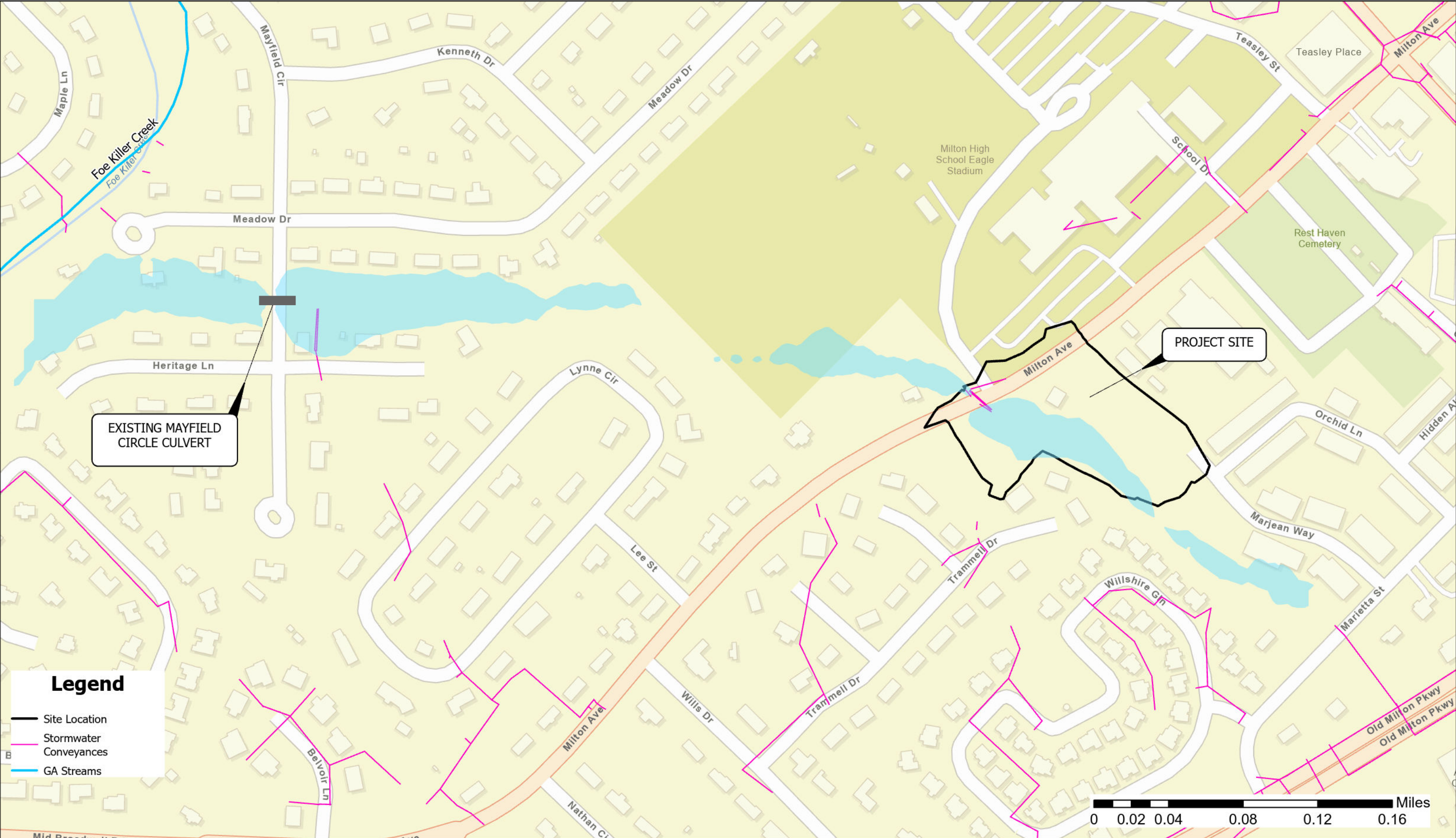
- Site Location
- Stormwater Conveyances
- GA Streams
- 10-YR Inundation Boundary



City of Alpharetta - Log Cabin Park: Culvert Upsized, 10-YR Inundation Boundary Map



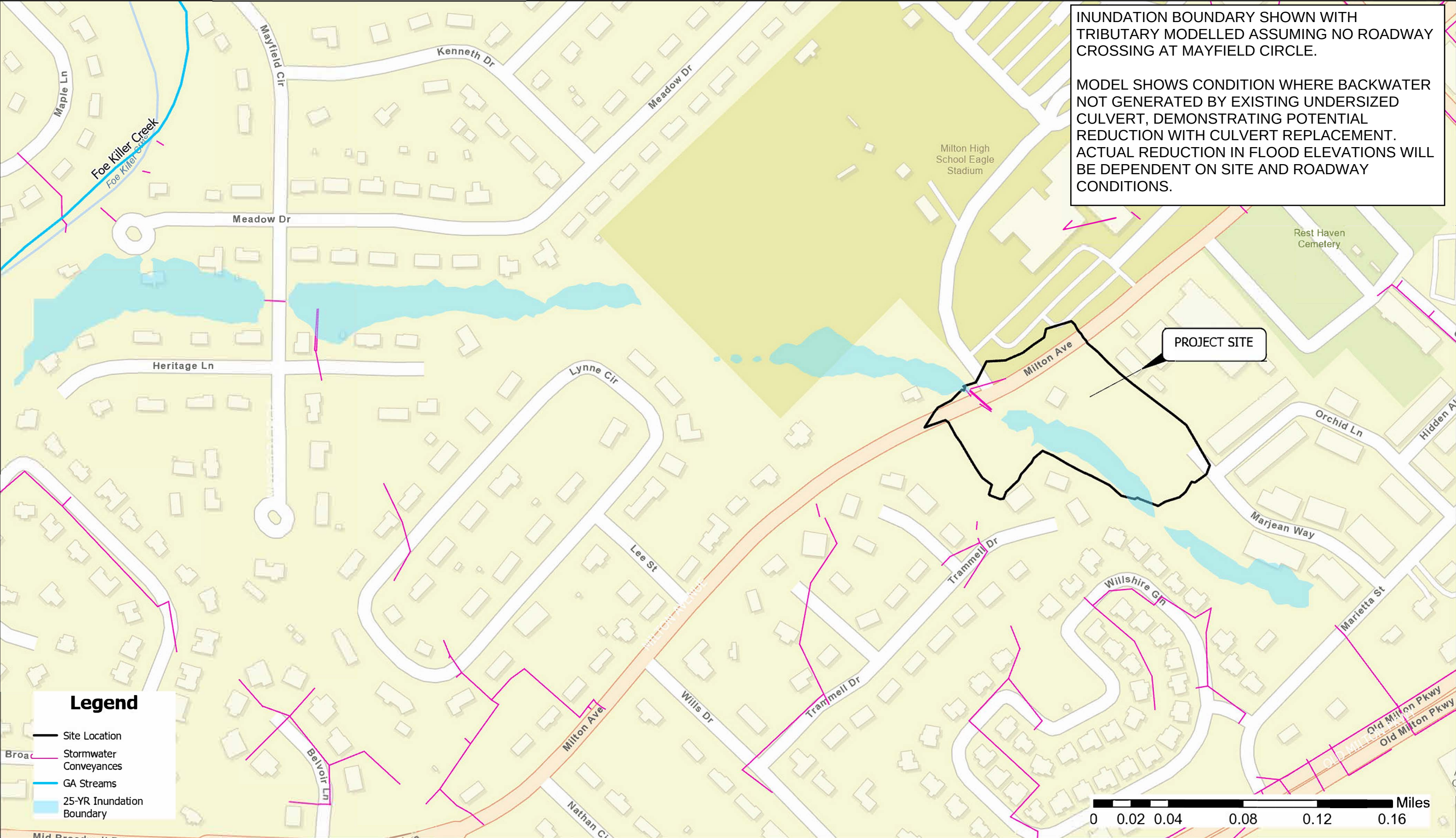
Project #: 23232.000
Date: 2024-01-08



City of Alpharetta - Log Cabin Park: 25-YR Inundation Boundary Map



Project #: 23232.000
Date: 2023-11-20



INUNDATION BOUNDARY SHOWN WITH TRIBUTARY MODELLED ASSUMING NO ROADWAY CROSSING AT MAYFIELD CIRCLE.

MODEL SHOWS CONDITION WHERE BACKWATER NOT GENERATED BY EXISTING UNDERSIZED CULVERT, DEMONSTRATING POTENTIAL REDUCTION WITH CULVERT REPLACEMENT. ACTUAL REDUCTION IN FLOOD ELEVATIONS WILL BE DEPENDENT ON SITE AND ROADWAY CONDITIONS.

PROJECT SITE

Legend

—

Site Location

—

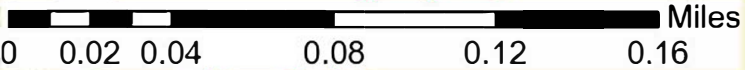
Stormwater Conveyances

—

GA Streams

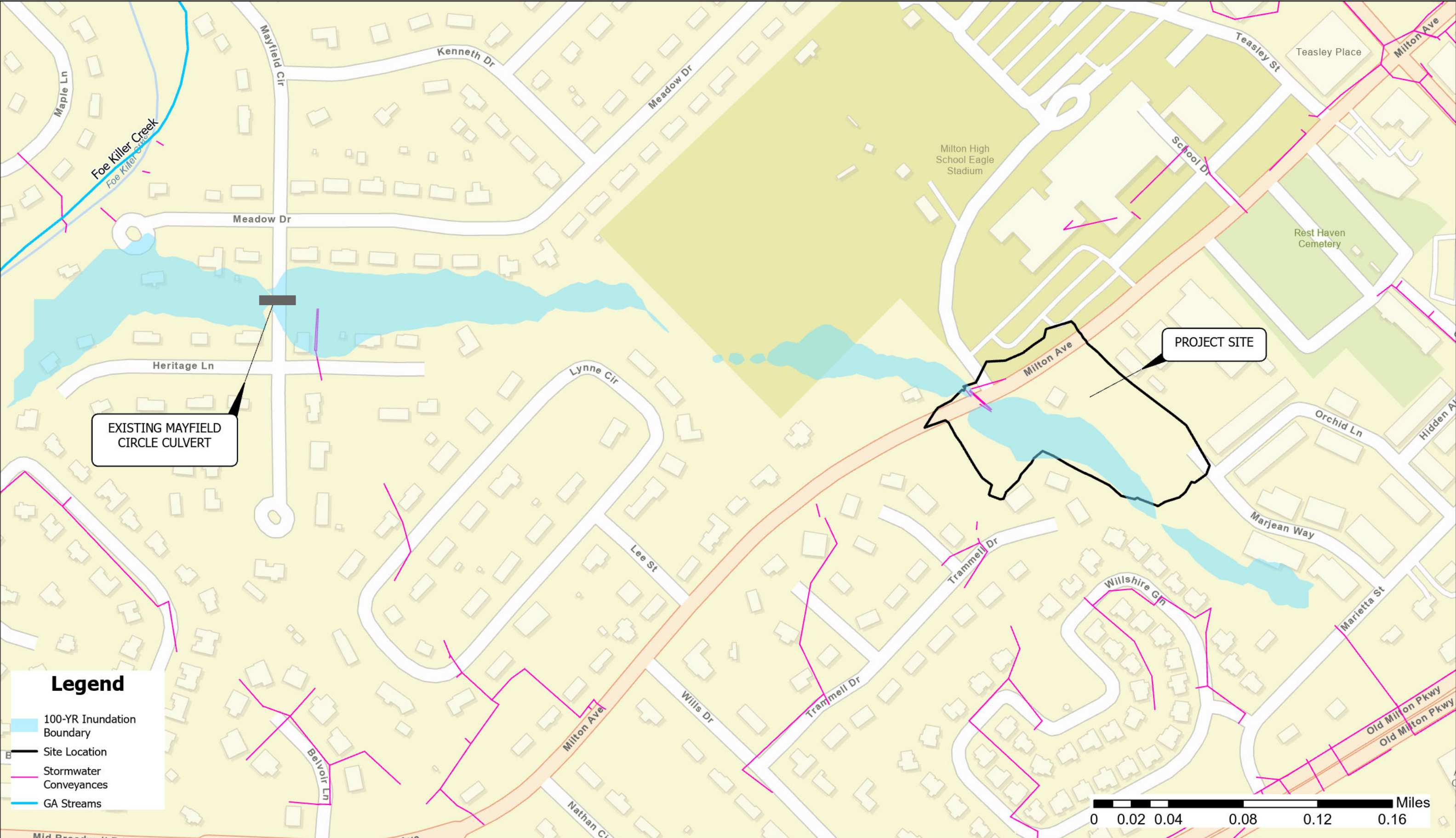
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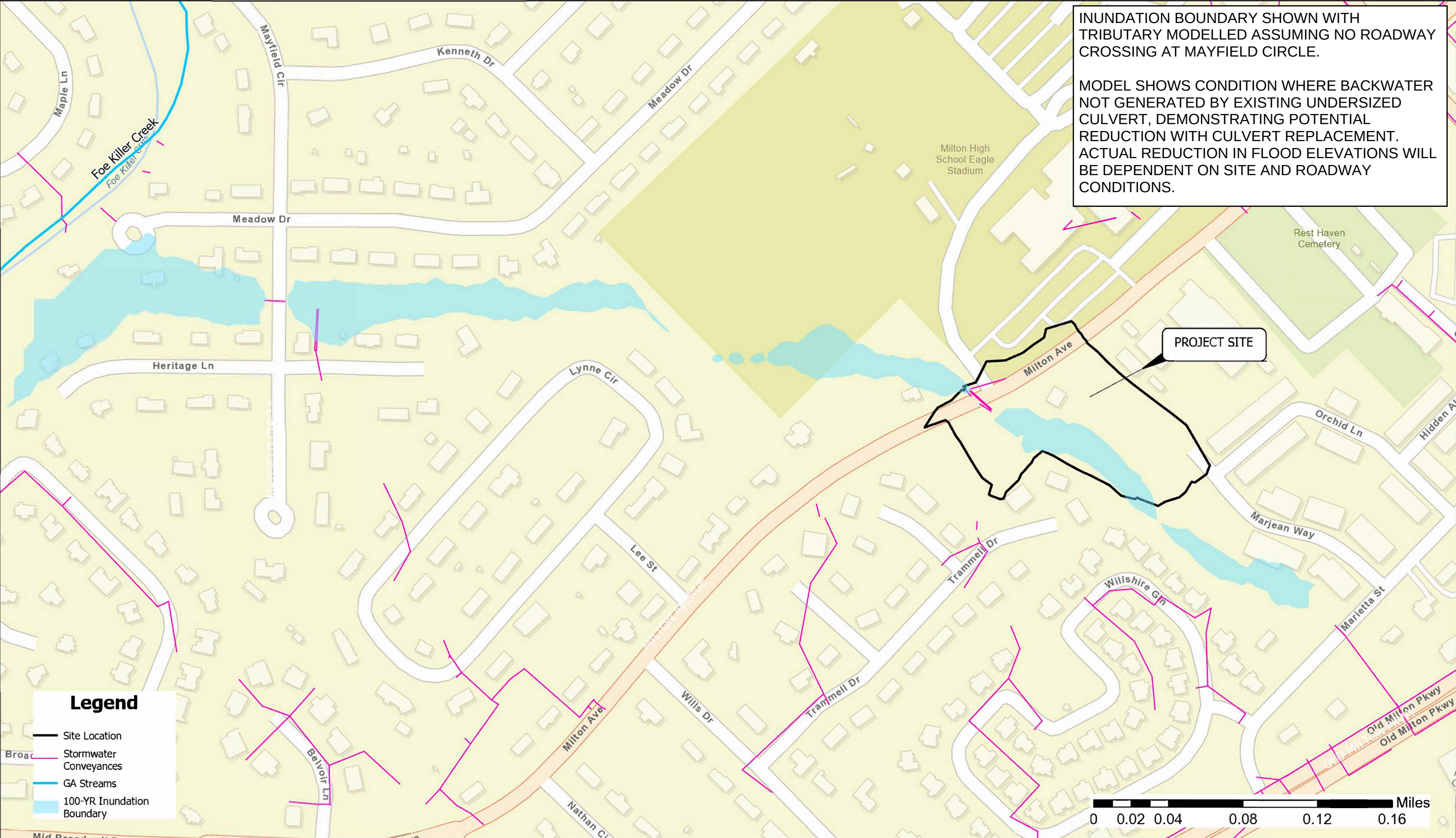
25-YR Inundation Boundary



City of Alpharetta - Log Cabin Park: Culvert Upsized 25-YR Inundation Boundary Map

Project #: 23232.000
Date: 2024-01-08





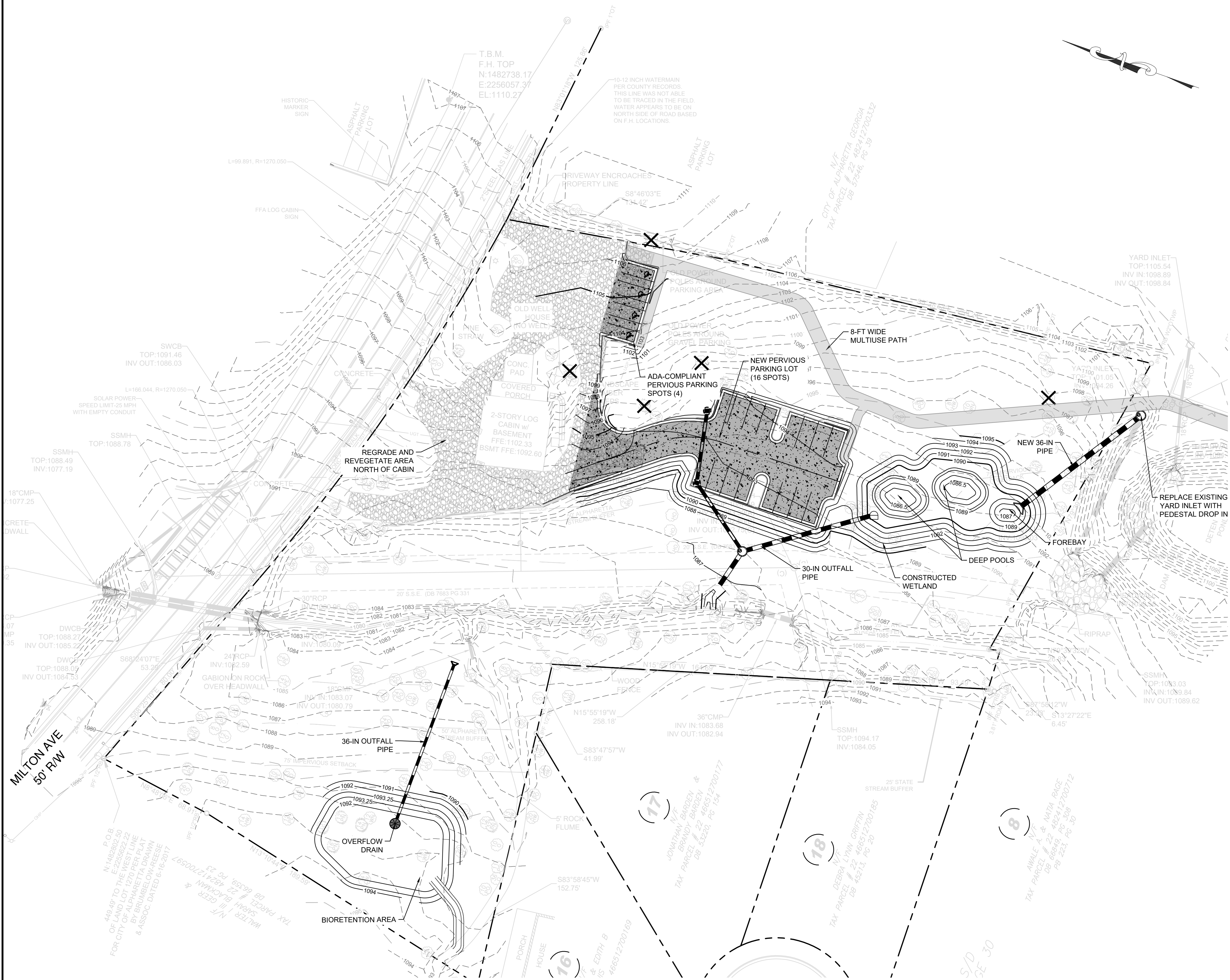
INUNDATION BOUNDARY SHOWN WITH TRIBUTARY MODELLED ASSUMING NO ROADWAY CROSSING AT MAYFIELD CIRCLE.

MODEL SHOWS CONDITION WHERE BACKWATER NOT GENERATED BY EXISTING UNDERSIZED CULVERT, DEMONSTRATING POTENTIAL REDUCTION WITH CULVERT REPLACEMENT. ACTUAL REDUCTION IN FLOOD ELEVATIONS WILL BE DEPENDENT ON SITE AND ROADWAY CONDITIONS.

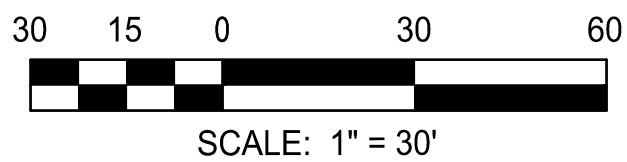
Legend

- Site Location
- Stormwater Conveyances
- GA Streams
- 100-YR Inundation Boundary

\\edrk.com\18 Cloud\Projects\2023\23232 Alphairetta CAD\Exhibits\ALT2.dwg Dec 12, 2023 - 7:50pm RKM_SITE.CTB Plot Scale 1=1 Plot By: admccarthy Tab:23x34



ALTERNATIVE 2
PLAN VIEW



LEGEND

PERVIOUS PARKING AREA

SPECIMEN TREE TO BE REMOVED

NOTES:

1. CONCEPT ALTERNATIVE #2 PROPOSES NEW PERVIOUS PARKING WITHIN THE PARK FOOTPRINT TO AVOID REMOVAL OF SPECIMEN TREES AND UTILITY CONFLICTS AT THE SITE ENTRANCE.
2. SOURCE OF TOPOGRAPHY IS SURVEY DATED 10/02/2023 BY ATLAS TECHNICAL CONSULTANTS, LLC, GA LICENSE # LS002396. STATE PLANE COORDINATES AND ELEVATIONS ARE GEORGIA WEST ZONE NAD 83/NAVD 88 BASED ON OBSERVATIONS ON LOCAL CONTROL POINTS MADE WITH A LEICA GS14 GPS RTK UNIT LOGGED ONTO THE eGPS RTK NETWORK.
3. UNDERGROUND UTILITIES ARE BASED ON SURFACE MARKINGS BY LONG ENGINEERING.



CITY OF ALPHARETTA
LOG CABIN STORMWATER
MITIGATION PROJECT
CONCEPT PLAN

RK&K
RUMMEL, KLEPPER & KAHL, LLP
ENGINEERS/CONSTRUCTION MANAGERS/PLANNERS/SCIENTISTS
RESPONSIVE PEOPLE/CREATIVE SOLUTIONS
5901 Peachtree Dunwoody Road
Suite C-496
Sandy Springs, GA 30328
Ph: 410.299.9710 Contact: Sean McCarthy
www.rkk.com

STAMP



ISSUE
01 CONCEPT PLAN 11/XX/23

NO. DESCRIPTION DATE

DRAWING TITLE:
CONCEPT ALTERNATIVE #2

DRAWING NO.

SHEET NO. 2 OF 3

SCALE: AS NOTED

DATE: 11/XX/23

PROJECT NO: 23232

DES. CHKD. DRWN.



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: March 18, 2024

AGENDA ITEM:

Request for Proposal 24-108: Canton Street Drainage and Pedestrian Improvements Design

Consideration of approval of the award of RFP 24-108 to Moffatt & Nichol for the performance of the Canton Street Drainage and Pedestrian Improvements Design Services in an amount not to exceed \$119,837.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 24-108 to Moffatt & Nichol for the performance of the Canton Street Drainage and Pedestrian Improvements Design Services in an amount not to exceed \$119,837.00 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: \$119,837.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M / 30241100541430C1308	\$119,837.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The award of this request for proposals is for design services for stormwater and pedestrian improvements along Canton Street from Mayfield Rd. to Canton Street Extension. The City expects the design to integrate one or more stormwater management facilities in a manner that augments the capture and infiltration or storage along the corridor. While the primary goal is an increase in overall stormwater capture and infiltration, the project aesthetics and design should align with the existing community and pedestrian safety. The overall goal of the project is to lessen the impact of current stormwater runoff through residential properties into an already overly inundated flood-prone watershed.

The addition of curb and gutter, new storm structures, and sidewalks will be included in the overall design and approach. All new, re-located, and widened sidewalks will be solely limited to the east side of Canton Street. Curb and gutter will be incorporated on both sides of Canton Street where feasible. The curb and gutter will be designed to fit the overall intent of the project and be aesthetically confluent to the overall design. Curb and Gutter will also consider the effective conveyance of stormwater and the aid in providing pedestrian safety. The design should not impact any existing specimen trees located along the street and the design will ensure that all specimen trees are protected from any proposed construction. The design will be limited to the existing Right of Way to the extent feasible. The design also includes reducing the width of travel lanes, and removal of right turn lanes. The design will incorporate the proper stormwater management facilities that improve overall impacts along the corridor. No proposed improvements will adversely affect any properties downstream or associated floodplains. In addition to the stormwater management facilities, the project design will integrate pedestrian improvements that provide a safer

pedestrian connectivity, compliant with ADA standards, for residents along the corridor. Attached is an exhibit depicting the site and possible improvements.

Currently, along Canton Street, the sidewalk varies in width from 4' to 5' to 6' with little to no buffer between the travel lane and pedestrians. The overall goal is to maximize the width of sidewalk along this portion of Canton Street to create more space between vehicular traffic and pedestrian traffic. This will help provide a safer pedestrian connectivity into the downtown area for residents. There is also aging stormwater infrastructure located along Canton Street that has started to fail. The design will provide stormwater infrastructure improvements along with StormwaterBest Management Practices (BMP's) to capture and infiltrate stormwater runoff from Canton Street.

A scoping document was prepared by the Public Works Department and request for proposals was issued on October 19th, 2023. A total of eight submissions were received on November 16th, 2023. Staff from the Public Works Department evaluated and scored the proposals based on the design team cover letter/ statement of qualifications / [project staffing / available resources (30%), past references (20%) quality of completed projects (20%), project approach (30%). Staff from Public Works worked with our finance department and shortlisted the eight submittals based upon the above criteria to the four highest scoring submittals based on the submitted proposals. The shortlisted firms were then contacted and asked to provide their best and final pricing for the project scope outlined within the RFP, with the best price being awarded the contract. The final cost and scoring for the four shortlisted firms were:

Keck & Wood, Inc.	178.10 pts.	\$124,700.00
Moffat and Nichol	178 pts.	\$119,837.00
RK&K	115.5 pts.	\$318,016.00
Toole Design	102.63 pts.	\$529,634.00

Moffat and Nichol is an experienced firm that has worked on similar elements throughout the southeast and the City of Alpharetta, including recently completing the design for the Windward Parkway Pedestrian Bridges and Drainage Improvements TSPLOST project. Staff reached out to references listed and received great feedback regarding project communication, schedule, and professionalism.

Once a signed contract is received and necessary documents executed, design may begin immediately. Attached is an exhibit depicting the site and possible improvements. The exhibit is for graphical purposes only and final design plans might be different than what is depicted. The first step of the design is to accomplish a concept design based on field conditions (actual location of right of way, large trees, utilities, etc...) and determine if it is feasible to construct a wide buffer and wide sidewalk along the corridor. If such is not feasible, the project will be re-evaluated.

ALTERNATIVES:

Do not approve Canton Street Drainage and Pedestrian Improvements Design Services

ATTACHMENTS:

- 1. 24-108 Moffatt-Nichol Contract 2-14-24
- 2. Canton Street Design Exhibit
- 3. 24-108 Technical Proposal Moffatt Nichol
- 4. RFP 24-108 Scope of Work-Submittal Info

CONTRACT AGREEMENT

DESIGN: CANTON STREET DRAINAGE & PEDESTRIAN IMPROVEMENTS

This Contract for Services for the City of Alpharetta is made and entered into and is effective _____, made by, and between, **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **MOFFATT & NICHOL**, a California corporation, duly registered as Moffatt & Nichol, Inc. with the State of Georgia, with its principal office located at 4225 E. Conant Street, Suite 101, Long Beach, CA 90808 (hereinafter, "CONSULTANT").

1. Contract Documents. The Contract Documents consist of this Contract for Services for the City of Alpharetta (the "Contract"), the City's Request for Proposal No. 24-108, dated October 19, 2023 (the "RFP"), including any addenda thereto, the Consultant's Proposal, dated November 16, 2023, all of which are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided, however, to the extent any of Consultant's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.

Scope of Services. The Consultant's duties and scope of services (the "Work"), in general, include the following: **DESIGN: CANTON STREET DRAINAGE & PEDESTRIAN IMPROVEMENTS** to design improvements for stormwater drainage and pedestrian safety along Canton Street from Mayfield Road to Canton Street extension, within the City of Alpharetta, GA, (hereafter called the **PROJECT**).

2. Contract Prices. In accordance with the costs established in Consultant's Cost Proposal (Exhibit "A") and as finally awarded by the City, the City shall pay Consultant a fixed fee in the amount of **ONE HUNDRED NINETEEN THOUSAND, EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND 00/100 (\$119,837.00)** for Consultant's performance of Work. This price includes the full development and provision of all deliverables as specified in the Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Consultant. Payment to sub-contractors and suppliers is the responsibility of the Consultant. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Public Works Department
1790 Hembree Road
Alpharetta, Georgia 30009
Attn: Dennis Roland, droland@alpharetta.ga.us

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the Commencement of Work (defined in Section 4). Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Consultant shall submit an invoice detailing the appropriate charges as currently allowed. Upon

receipt of Consultant's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment. Upon receipt of Consultant's final invoice and following final inspection and final acceptance of the Work, the City will render final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete and/or for any liquidated damages due to the City. Acceptance of final payment shall constitute a waiver of all claims against the City by the Consultant except for those claims previously made in writing against the City by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment.

3. Commencement of Services and Final Completion.

- (a) Commencement of Services. The City shall not become obligated to pay for the Work prior to execution of this Contract, and the Consultant shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Consultant from the City. The Consultant shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.
- (b) Time for Performance and Contract Term. Consultant shall promptly commence the Work **within ten (10) calendar days** from receipt of Notice to Proceed, or as otherwise specified in the Notice to Proceed, continuously pursue the Work without interruption to completion.
- (c) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event, the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.
- (d) Time is of the Essence. All limitations of time set forth in this Contract are of the essence subject to exercise of the professional standard of care by the Consultant in performance of the work.

4. Duration of Contract.

- (a) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event, the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Consultant for reasons of additional time, additional services and/or additional areas of work.

5. 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 16 (*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 Consultant. In the event of such termination, the Consultant shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date shall survive termination of this Contract.
6. Representations and Warranties. Consultant represents and warrants that Consultant has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature.
7. Covenants. Consultant covenants that Consultant shall:
 - a. Comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
 - b. Perform its obligations hereunder in a good, professional and workman-like manner and in strict accordance with City's specifications and the terms of this Contract;
 - c. Perform all services under this Contract in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession or trade currently practicing in the same locality under similar conditions; and
8. Licenses, Registrations, Certifications and Permits. The Consultant shall be responsible for obtaining and maintaining in a valid status all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Consultant represents to the City that the Consultant and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Consultant shall provide copies of any such licenses, certifications or permits to the City upon request.
9. Insurance.
 - A. Requirements: Architect shall have and maintain in full force and effect for the duration of this Agreement, insurance, as provided below in Section 10.B, insuring

against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Architect, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

B. Minimum Limits of Insurance: Architect shall maintain the following insurance policies with coverage and limits no less than:

- a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If a general aggregate limit applies, the general aggregate limit shall be at least twice the required occurrence limit.
- b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- c) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Architect's errors, omissions, or negligent acts.
- d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Architect is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Architect must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Architect shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
- e) Excess Commercial Umbrella Liability Coverage in the amount of \$1,000,000 (one million dollars) per occurrence shall be provided and will apply in excess to Commercial General Liability, Commercial Automobile Liability, and Employers' Liability.
- f) If higher limits are maintained by Architect than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Architect.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Architect; self-insured retentions should be included on the certificate of insurance.

D. Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the

following provisions respectively:

- a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.
 - (i) *Additional Insured Requirement.* City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds with respect to liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, leased, or used by Architect; automobiles owned, leased, hired, or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Architect to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (ii) *Primary Insurance Requirement.* Architect's insurance coverage shall be primary noncontributing insurance concerning any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Architect's insurance and shall not contribute with it.
 - (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) *Separate Coverage.* Coverage shall state that Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
 - (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Architect for City.
- b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Architect for City.
- c) All Coverages.
 - (i) *Insurer Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

- (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.
- E. Acceptability of Insurers: The insurance to be maintained by Architect must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Architect shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- F. Verification of Coverage: Architect shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Architect is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Architect's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Architect shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- G. Architect's Duty to Provide Notice: Architect shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. Architect shall require the same notice to the City in all subcontractor contracts, as applicable.
- H. Subcontractors: Architect shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- I. Claims-Made Policies: Architect shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- J. City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.
- K. Progress Payments: The making of progress payments to Architect shall not be construed as relieving Architect or its subcontractors or insurance carriers from providing the coverage required in this Agreement.
- L. Insurance; Indemnification: The awarded Consultant must keep the types and amounts of insurance set forth as will be requested by the City from time to time. The awarded Consultant must supply proof of such insurance to the City at the same time

- as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Consultant will indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Consultant's, or Consultant's agents', employees' or subconsultants', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation will not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order will be considered to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
10. No Subcontractors. No subcontractor or consultant shall be retained by Consultant to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Consultant's responsibility, and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities that the Consultant by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
 11. Independent Consultant. The Consultant shall at all times be acting as an independent Consultant and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Consultant shall have no authority to contract for or bind City in any manner. Consultant shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 12 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Consultant shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
 12. Conflict of Interest. The Consultant represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Consultant to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.

13. Ownership of Work Product. In the event Consultant prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City 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.
14. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested or hand delivered:
- (a) If to the Consultant, at the following address:
- Moffatt & Nichol
4225 E. Conant Street
Long Beach, CA 90808
Attention: David Huchel
592-308-5370
dhuchel@moffattnichol.com
- (b) If to the City, at the following address:
- City of Alpharetta
Public Works Department
1790 Hembree Road
Alpharetta, GA 30009
Attention: Pete Sewczwicz
678-297-6219
psewczwicz@alpharetta.ga.us
- (c) With a copy to City's Project Manager:
- City of Alpharetta
Public Works Department
1790 Hembree Road
Alpharetta, GA 30009
Attention: Dennis Roland
678-297-6261
droland@alpharetta.ga.us
- (d) With a copy to:
- Alpharetta City Attorney
Jarrard & Davis LLP
222 Webb Street
Cumming, GA 30040

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

15. Public Records. Consultant understands that in accordance with O.C.G.A. § 50-18-70, et seq., the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law and agrees to allow

access by the City to all documents subject to disclosure under applicable law. Consultant's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Consultant agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, et seq., and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Consultant's or the City's right to defend against disclosure of records alleged to be public.

16. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

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

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

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

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

- i. Consultant, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor in connection with the covered contract, the Consultant shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's

execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Consultant/subcontractor agreement. Further, it shall 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.

- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Consultant of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Consultant.
 - iv. In lieu of the affidavit required by this Section, if Consultant, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state-issued identification card.
 - (c) The Consultant shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
 - (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.
17. Miscellaneous.
- (a) Compliance with Laws; No Discrimination. The Consultant, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or

disability and shall further ensure that Consultant's agents and/or subcontractors comply with same. Further, Consultant, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Consultant without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or

granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

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

(signatures continued on next page)

CONTRACT NAME: Design: Canton Street Drainage & Pedestrian Improvements
CONTRACT NO. 24-108

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

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

MOFFATT & NICHOL, INC.

By: _____
Ronald Osterloh, PE, Vice President

Attest:

By: _____
Michael A. Thomas, Vice President

Date: _____

Exhibit "A"

City of Alpharetta

RFP 24-108, Design: Canton Street Drainage & Pedestrian Improvements
 Phase 2, Shortlisted Firms

Firm Name: Moffatt & Nichol	
Contact Name and email address: Fahim Attar, PE, Project Manager; fattar@moffattnichol.com	
1. Project Administration and Coordination	Total= \$11,096
2. Concept Drawings / Meeting	Total= \$ 36,790
3. Engineering Survey	Total= \$ 18,769
4. Geotechnical Services	Total= \$ 5,000 (if needed)
5. Design	Total= \$ 41,832
6. Permitting	Total= \$ 2,864
7. Cost Estimate & O&M Plan	Total= \$ 2,072
8. Public Outreach	Total= \$ 1,414
Total Project Cost =	
\$119,837	

Exhibit "B"
Rate Sheets



moffatt & nichol

1201 Peachtree Street Northeast
Suite 1106
Atlanta, GA 30361

RATES FOR PROFESSIONAL SERVICES

	CLASSIFICATION	HOURLY RATES
PROFESSIONALS	Principal	\$ 200.00
	Project Manager	\$ 182.00
	Senior Transportation Engineer	\$ 151.00
	Transportation Engineer	\$ 139.00
	Traffic Engineer	\$ 101.00
	Senior H&H Engineer	\$ 139.00
TECHNICIANS	Transportation Technician	\$ 120.00
	Bridge Technician	\$ 215.00
	H&H Technician	\$ 114.00
CLERICAL	General Clerical	\$ 75.00



630 Colonial Park Drive
Suite 200
Roswell, Georgia 30075
P 770.998.7848 • F 770.998.5606
www.ecologicalsolutions.net

2023 FEE SCHEDULE

<u>TITLE</u>	<u>HOURLY RATE</u>	<u>DESCRIPTION</u>
Office Assistant	\$60	
Junior Ecologist	\$90	Field Technician, NPDES Services
Ecologist	\$117	Principal Field Investigator, Junior Consultant work
Senior Ecologist	\$131	Senior Consultant, Permitting/Coordination for standard projects
Ecology Manager/Lead	\$158	Senior Consultant, CPESC Permitting/Coordination for complex projects such as landfills, transportation projects, violation resolutions, etc.



Exhibit A

SCHEDULE OF RATES

Hourly Rates:

Entitlement Specialist	385.00 per hour
Principal	260.00 per hour
Project Director	225.00 per hour
Director of Development Strategies	215.00 per hour
Senior Project Manager	200.00 per hour
Senior Surveyor	185.00 per hour
Senior Engineer	185.00 per hour
Senior GIS Enterprise Administrator	185.00 per hour
Senior Landscape Architect	185.00 per hour
Project Manager	185.00 per hour
Senior Designer	165.00 per hour
Project Surveyor	165.00 per hour
Project Engineer	165.00 per hour
Project GIS Developer	165.00 per hour
Project Landscape Architect	165.00 per hour
Project Designer	145.00 per hour
Staff Surveyor	145.00 per hour
Staff Engineer	145.00 per hour
Staff GIS Analyst	145.00 per hour
Staff Project Manager	145.00 per hour
Staff Landscape Architect	145.00 per hour
Staff Designer	135.00 per hour
CADD Technician	120.00 per hour
GIS Technician	120.00 per hour
Two Person Crew (GPS/RTK)	225.00 per hour
One Person Crew (GPS/RTK)	215.00 per hour
Four Person Field Crew	225.00 per hour
Three Person Field Crew	200.00 per hour
Two Person Field Crew	185.00 per hour
One Person Field Crew	160.00 per hour
Field Technician	100.00 per hour
Clerical	90.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2024.

Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.30 per square foot for black line copies.



Professional Rate Schedule
for WSP Earth & Environment
US Southeast Region
Effective January 1, 2024

WSP SOUTHEAST 2024 LABOR RATE SCHEDULE

Billing Level	Personnel Category	Hourly Rate (U.S.\$)
A-05	Office Assistant	\$75
A-06	Office Coordinator	\$87
A-07	Sr. Office Coordinator	\$108
A-08	Administrative Specialist	\$126
A-09	Sr. Administrative Specialist	\$151
LD-6	Coordinator, Technical Engineering Support	\$97
LD-7	Sr. Coordinator, Technical Engineering Support	\$110
LD-8	Specialist, Technical Engineering Support	\$130
LD-9	Sr. Technical Engineering Support Specialist	\$151
LD-10	Lead Technical Engineering Support Specialist	\$166
P-7	Assistant Consultant, Engineer/Scientist	\$107
P-8	Associate Consultant, Engineer/Scientist	\$120
P-9	Consultant, Engineer/Scientist	\$140
P-10	Senior Consultant, Engineer/Scientist	\$165
P-11/X-11	Lead Consultant, Engineer/Scientist	\$187
P-12/X-12	Sr. Lead Consultant, Engineer/Scientist	\$226
P-13/X-13	Director, Engineer/Scientist	\$270
P-14/X-14	Senior Director, Engineer/Scientist	\$295
P-15/X-15	Principal Director, Engineer/Scientist	\$310
PA-1	Project Coordinator	\$153
T-05	Assistant Technician	\$78
T-06	Coordinator, Technician	\$93
T-07	Senior Coordinator, Technician	\$109
T-08	Specialist, Technician	\$130
T-09	Senior Technician	\$151
T-10	Lead Technician	\$166
T-11	Senior Lead Technician	\$185

Invoices from WSP Earth & Environment include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for professional services related to expert testimony, including time spent in depositions and the preparation and presentation of testimony, are available upon request.

Unless otherwise specified, other direct costs, including materials, expenses will be invoiced at cost plus a general and administrative fee of 10%, and subcontractor costs will be invoiced at cost plus a general administrative fee of 15%. Final document and drawings printing and copying will be billed at:

SERVICE	RATE
Photocopies	\$0.10/page
Plotter	\$0.55/sq.ft.

Rates for laboratory services and use of equipment owned by WSP will be provided upon request.

TOTAL LENGTH: APPROX 3,200 LF OF SIDEWALK INSTALLED.
RIGHT OF WAY LOCATION AND PROPERTY LINES ARE APPROXIMATE.

PROPOSED WORK	
	CONCRETE SIDEWALK OR CURB AND GUTTER
	ASPHALT
	LANDSCAPE AREA



TOTAL LENGTH: APPROX 3,200 LF OF SIDEWALK INSTALLED.
RIGHT OF WAY LOCATION AND PROPERTY LINES ARE APPROXIMATE.

PROPOSED WORK

	CONCRETE SIDEWALK OR CURB AND GUTTER
	ASPHALT
	LANDSCAPE AREA



TOTAL LENGTH: APPROX 3,200 LF OF SIDEWALK INSTALLED.
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	CONCRETE SIDEWALK OR CURB AND GUTTER
	ASPHALT
	LANDSCAPE AREA



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	CONCRETE SIDEWALK OR CURB AND GUTTER
	ASPHALT
	LANDSCAPE AREA



TOTAL LENGTH: APPROX 3,200 LF OF SIDEWALK INSTALLED.
RIGHT OF WAY LOCATION AND PROPERTY LINES ARE APPROXIMATE.

PROPOSED WORK

	CONCRETE SIDEWALK OR CURB AND GUTTER
	ASPHALT
	LANDSCAPE AREA



REQUEST FOR PROPOSALS

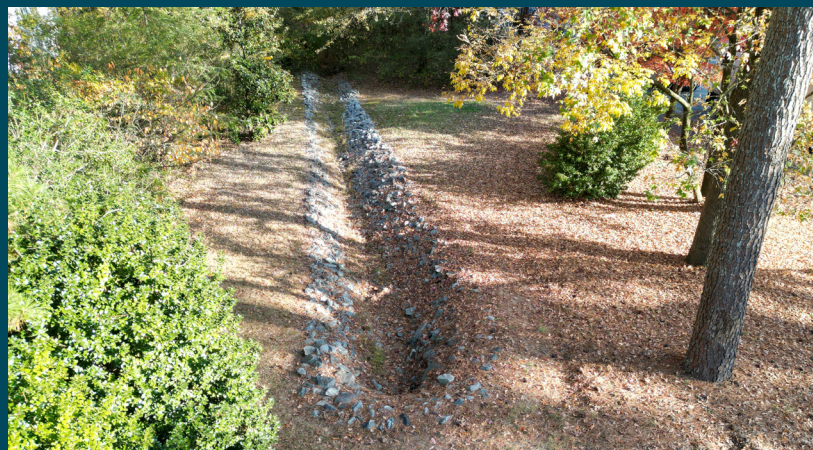
Produced for the City of Alpharetta by Moffatt & Nichol
November 2023



moffatt & nichol

DESIGN: CANTON STREET DRAINAGE & PEDESTRIAN IMPROVEMENTS

RFP No. 24-108



Contact Information:

Fahim Attar, PE, Project Manager

1201 Peachtree Street Northeast, Suite 1106, Atlanta, GA 30361 | Tel: 678.477.5232 | Email: fattar@moffattnichol.com

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i. Cover Letter with Brief Business Profile

November 16, 2023

Debora Westbrook, Procurement Agent
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Subject: Request for Proposals No. 24-108; Design: Canton Street Drainage & Pedestrian Improvements

Dear Ms. Westbrook and Members of the Selection Committee:

Moffatt & Nichol is extremely excited to have the opportunity to continue to work with the City of Alpharetta and be a part of the City's efforts to continue to be a leader in providing pedestrian-friendly, forward-looking city infrastructure that recognizes the health and quality of life benefits of a multi-modal community. We understand that to get there, it is important to balance the needs of the drivers with providing safe and accessible infrastructure focused on pedestrians. The proposed Canton Street Drainage and Pedestrian Improvements in your Request for Proposals will help connect the many resources provided to the residents and visitors of Alpharetta, providing them with a resilient, safe, and effective mobility from Downtown, to the Avalon, as well as residential, office, and retail centers throughout the City that are connected through the AlphaLoop and the Big Creek Greenway.

To best deliver these types of projects on time and within budget, it is important for the City of Alpharetta to partner with a consultant team with the experience and expertise in projects of this type. **The Moffatt & Nichol team** brings you a local, responsive, committed staff with the right experience, offering the City a number of key advantages, including:

- › **The Right Experience.** The Moffatt & Nichol team has brought together a combination of transportation/traffic engineers with a drainage and resiliency expert team that is led by Fred Halterman, PE. The team together has the understanding and experience to deliver mobility and drainage infrastructure projects for the City of Alpharetta. These projects include many of the improvements in downtown Alpharetta and other projects, such as the Big Creek Greenway, AlphaLoop, and many other pedestrian, drainage and infrastructure improvements. The staff proposed by the Moffatt & Nichol Team understands the Context Sensitive Design solutions the City is looking for and will be effective on day 1.
- › **The Right Priorities.** As the right sized civil engineering firm to partner with the City, Moffatt & Nichol has been in business for **78 years** after being founded in 1945, Moffatt & Nichol understands the importance of having a true partnership with our clients. Having recently been selected within the last year for the design of pedestrian safety improvements at three locations and an outdoor kiosk in Downtown Alpharetta, Moffatt & Nichol is readily prepared to continue our work within the City. We understand that our success is defined by your success, and we are committed to serve as an extension of the Public Works and Community Developments teams in Alpharetta. We hope to serve as your trusted advisors for both delivering this project, but also continuing to grow a safe and reliable pedestrian network within the community.
- › **A Complete Team.** **Fahim Attar, PE**, will serve as the project manager and primary point of contact for this project. Fahim is committed to be a partner to the City of Alpharetta and has a strong background in city improvement projects that have resulted in numerous successful designs throughout metro Atlanta. To best meet the City's needs, we have teamed with **Ecological Solutions** to deliver environmental/permitting services, **Rochester & Associates** to provide surveying services, and **WSP** to provide geotechnical engineering services; all to complement the engineering design led by Moffatt & Nichol. Having worked with these firms for many years on numerous projects, our team will provide the City the right balance of creative design and practical implementation. Together, we provide all necessary services for project success and, as a complete team, have additional available resources should the project need them.

We are excited for the opportunity to continue to be a partner with the City of Alpharetta and appreciate the time and effort taken to review our qualifications. Should you have any questions or need additional information, please do not hesitate to contact me, your project manager, Fahim Attar, PE, at 678.477.5232 or fattar@moffattnichol.com. We look forward to your positive response.

Respectively,

MOFFATT & NICHOL, INC.



Fahim Attar, PE
Project Manager



1201 Peachtree Street NE, Suite 1106
Atlanta, GA 30361

Tel: 404.205.8530
moffattnichol.com

ii. Business Information

Moffatt & Nichol (M&N), founded in 1945, has grown steadily to provide services from more than 50 offices around the world with more than 1,000 employees (Home Office: 4225 E. Conant St.; Long Beach, CA 90808). We began our Georgia operations in 2002 in downtown Savannah, and in 2012 we opened our Atlanta office. M&N also recently opened an office in Peachtree Corners to help support our responsiveness to northern Atlanta communities. These three offices work seamlessly to deliver transportation projects, a synergy that is evident in our team composition for this Canton Street Drainage and Pedestrian Improvements project for the City of Alpharetta with our local project management and design team supplemented by personnel from other locations. Project Manager Fahim Attar, PE, works from our Atlanta office, located at:

Moffatt & Nichol
1201 Peachtree Street NE, Suite 1106
Atlanta, GA 30361

M&N strives to provide responsive, efficient, and detail-attentive services with the goal of providing cost-effective solutions that extend the life of infrastructure. Our attention to detail and focus on client needs truly differentiates us from our competition. A repeat client rate of 90 percent throughout the firm is evidence of this commitment. In Georgia, further evidence is the consistent workload that the Georgia Department of Transportation (GDOT) and local municipalities award to M&N.

iii. Contact

Single Point of Contact

Mr. Fahim Attar, PE, Project Manager
1201 Peachtree Street NE, Suite 1106
Atlanta, GA 30361
Direct: 404.736.6478
Cell: 678.477.5232
Email: fattar@moffattnichol.com



i. / ii. Key Team Members

Key Personnel	Role	Location	Years with M&N	Years of Experience
Fahim Attar, PE	Project Manager	Atlanta, GA	6	17
Fred Halterman, PE, CFM	Hydrology/Hydraulics	Peachtree Corners, GA	2	37
Ron Osterloh, PE	Project Principal; Public Outreach	Savannah, GA	3	29
Ryan Triick, PE	Quality Manager	Atlanta, GA	3	25
Lane Gortemoller, PE	Drainage/MS4; Trail/Sidewalk Design	Peachtree Corners, GA	4	16
Sarah Ugolik, PE	Utility Coordination; Trail/Sidewalk Design	Savannah, GA	3	11



iii. Resumes of Key Personnel

FAHIM ATTAR, PE

Project Manager



Fahim is a transportation project manager with 17 years of experience in roadway and trail design and has served as project manager on numerous GDOT, county and city projects from concept phase to construction. As a result, Fahim is thoroughly familiar with the policies and procedures of GDOT and those of multiple city/county jurisdictions. Fahim’s experience includes the development of conceptual layouts and construction plan designs for numerous rural and urban roadway widenings, bridge replacements, bike/pedestrian facilities, multi-use path facilities, intersection improvement and new location projects, and roundabouts. His responsibilities include: schedule management, scope and budget; roadway and trail geometric design; drainage analysis and design; MS4 design; erosion, sedimentation and pollution control and monitoring plan preparation; signing and marking design; quantities and cost estimates; and construction and ROW plan.

REPRESENTATIVE PROJECT EXPERIENCE

Academy Street Intersection Improvements, Alpharetta, GA. Project manager for intersection improvements along Academy Street between SR 9/Main Street and Haynes Bridge Road and at Marietta Street and Roswell Street. This project includes use of pedestrian friendly intersection designs in areas near the AlphaLoop trail and city center, intersection traffic counts and modeling, concept alternatives, design plans, landscape, and cost estimating.

Tradewinds Parkway Traffic Study, Alpharetta, GA. Project manager to assess any changes in traffic demands and travel patterns to evaluate the effectiveness of proposed improvements while identifying need for any additional improvements due to the proposed Tradewinds Parkway connector between Westside Parkway and Morris Road.

Windward Parkway Pedestrian Bridges, Alpharetta, GA. Project manager for the proposed pedestrian bridges on Windward Parkway over Big Creek and Big Creek Tributary. This project includes four 10-foot-wide ADA compliance Pedestrian Bridges located in Alpharetta. The project has included completion of concept design, preliminary plans, hydrology and hydraulic study, bridge design, ROW plans, erosion control plans, and final plans.

Milton City Park and Preservation Trail, Drainage, and Habitat Improvements, Milton, GA. Project manager for this 1.3 miles multi-use trail in an inactive park and sidewalk along Dinsmore Road. The project encompasses a comprehensive range of tasks, including concept alternatives, design plans, cost estimates, planting schemes, and final plans.

Gateway Bridge Multi-Use Path at MacDuff Parkway, Peachtree City, GA. Project manager for this half-mile-long project featuring a 20-foot ADA compliant, multi-use path over SR-54. The design-build project has included completion of concept design, preliminary plans, signing and marking plans, bridge plans, ROW plans, erosion control plans, and final plans.

South Lumpkin Multi-Use Trail (Follow Me Trail), Columbus, GA. Lead engineer for the proposed Follow Me Multi-Use trail construction. This two-mile-long project provided a 14-foot ADA compliant multi-use path within an abandoned railroad corridor. The project has included completion of concept design, preliminary plans, stormwater management and water quality report, signal plans, bridge plans, right-of-way plans and final plans.

Redwine Road Trail, Fayetteville, GA. Lead engineer for the proposed Redwine Trail. This four-mile-long project provided a 13-foot ADA compliant multi-use path along Redwine Road to connect the existing trails. The project included completion of concept design, stormwater management and water quality report and right-of-way plans.

EDUCATION

BS, Civil Engineering, KNT University

REGISTRATION

Professional Engineer: GA, #041620

GSWCC Level II Certified Design Professional, #87120

CERTIFICATIONS

GDOT Plan Development Process (PDP) Certification

FRED HALTERMAN, PE, CFM**Hydrology / Hydraulics**

Fred Halterman has 37 years of engineering experience in water resources, civil site, geotechnical, and transportation engineering projects involving planning, inspection, investigations, analysis, design, construction document preparation, and bid/post-construction-award services. Through his experience, he has developed water resources expertise in surface water hydraulic/hydrologic modeling, multi-dimensional surface and groundwater flow, open channel hydraulics, surface water hydrology, sediment transport and river engineering, hydraulic structure design, dam design and analysis, storm water planning and modeling, floodplain delineation, Green Infrastructure/Low Impact Development (GI /LID) urban drainage design, alluvial geomorphology, and erosion control.

REPRESENTATIVE PROJECT EXPERIENCE

Windward Parkway Pedestrian Bridges and Drainage Issue, Alpharetta, GA. Technical team support responsible for HEC-RAS hydraulic modeling and study report for four pedestrian bridges, and roadway drainage planning and design. Special design considerations for the pedestrian bridges, which carry the Windward Parkway multi-use path over Big Creek and Big Creek Tributary 19, included detailed analysis and design to ensure “No Impact” to the FEMA regulatory floodway. Roadway drainage planning and design will redirect existing roadway runoff to a new conveyance system to reduce flooding in a nearby subdivision.

South Lake Drive Culvert Replacement, Tributary to Caney Creek, Alpharetta, GA. Project manager and technical lead design for a past on-call contract project with the City. The city needed to replace a quad-60-inch CMP culvert that was deteriorated and problematic for collecting debris which blocks the upstream side of the structure which impedes inflow. A multi-step design process was completed in partnership with the city that included: field investigation; survey; geotechnical exploration; hydrologic and hydraulic assessment; community outreach program for debris littering; debris catchment trap; and construction documentation for bidding. The stage review with the city for traffic control, permitting, and utility coordination were completed as well.

Mayfield Culvert Replacement, Foe Killer, Alpharetta, GA. Project manager and technical lead design for a past on-call contract project with the City. The city needed to replace a 96-inch CMP culvert that started to deform from deterioration and was undersized to convey only the 10-year storm event. This location is a main culvert crossing for Mayfield Road. A multi-step design process was completed in partnership with the city that included: field investigation; survey; geotechnical exploration; hydrologic and hydraulic assessment; and construction documentation for bidding. The stage review with the city for traffic control, permitting, and utility coordination were completed as well.

Hunters Branch Streambank Stabilization, City of Sandy Springs, GA. Technical team lead responsible for stream stabilization design to repair a scour hole and streambank at the outlet of the existing culvert carrying Hunters Branch Drive over Marsh Creek Tributary. Stream stabilization design also included the design of a rip rap basin to provide energy dissipation to prevent future scour potential downstream.

Pooler Parkway/ Quacco Road Widening, Pooler, GA. Technical team support for drainage regarding the roadway widening from Westbrook Lane to the I-95 Bridge, 2.75 miles in length. Drainage included MS-4 permit compliance, best post BMP selection based on GI and LID GDOT design practices and providing storm water management facilities along the corridor.

Milton City Park and Preservation Trail, Drainage, and Habitat Improvements, Milton, GA. Technical team support for this 1.3 miles multi-use trail in an inactive park and sidewalk along Dinsmore Road. The project encompasses a comprehensive range of tasks, including concept alternatives, design plans, cost estimates, planting schemes, and final plans.

EDUCATION

MS, Water Resources Engineering and Geotechnical Engineering, University of Idaho,

BS, Civil Engineering, Valparaiso University

BS, Construction Technology, Purdue University

REGISTRATION

Professional Engineer:
GA, #PE031813

CERTIFICATIONS

Certified Floodplain Manager,
#26809

Georgia Soil and Water Conservation Commission, Level II, #2562

RON OSTERLOH, PE

Project Principal; Public Outreach



Ron Osterloh has been responsible for the design and management of a variety of pedestrian and transportation improvement projects during the last 29 years. He has extensive experience in management of a transportation design team and ensuring that the design team is kept up to date with current design software. Ron has developed as a transportation leader in the community, including serving as President of the Georgia Section of ASHE, Chairman of Southeast Region of ASHE, Chairman of Georgia Engineering Alliance, Chairman of ACEC Georgia, as well as many other appointments.

REPRESENTATIVE PROJECT EXPERIENCE

Mansell Road Bicycle/Pedestrian Enhancement, Alpharetta, GA. Project manager and engineer-of-record for this federally-funded traffic engineering project that added pedestrian and bicycle access, connecting the existing Metropolitan Atlanta Rapid Transit Authority park-and-ride lot to the existing and future greenway park and trail network adjacent to Big Creek.

SR 9 Alpharetta Downtown Main Street Improvements, Alpharetta, GA. Principal-in-charge responsible for transportation design which includes downtown operational improvements. The design includes pedestrian improvements, changes to on-street parking, raised median addition, drainage improvements, and two potential locations for pedestrian hybrid beacons along SR 9.

Big Creek Greenway Multi-Use Trail Phase I, Forsyth County, GA. Project manager and engineer-of-record for this multi-use trail, which consists of approximately 6.9 miles along the banks of Big Creek between McFarland Road and Bethelview Road. This project consists of three phases and is the first of many trail projects proposed along Big Creek.

EDUCATION

BS, Civil Engineering, Georgia Institute of Technology

REGISTRATION

Professional Engineer: GA, #25119

GASWCC Lv.II Design Professional, GA #17136

CERTIFICATIONS

GDOT Plan Development Process (PDP) Certification

RYAN TRIICK, PE

Quality Manager



Ryan Triick has 25 years of roadway improvement project management and engineering experience throughout Georgia. As a project manager on transportation projects for GDOT and local municipalities, Ryan has worked extensively within the following guidelines and requirements: Plan Development Process, Design Policy Manual, Procurement Manual, QC/QA Manual, Drainage Manual, Pavement Design Manual, Environmental Procedures Manual, Signing and Marking Design Guidelines, Utility Accommodation Policy and Standards Manual, Regulations for Driveway and Encroachment Control, Electric Plans Process, Electronic Data Guidelines, and the Plans Presentation Guide.

REPRESENTATIVE PROJECT EXPERIENCE

Pooler Parkway/Quacco Road Widening, Chatham County, GA. Quality/delivery manager for this project that includes roadway widening and operational improvements for a 1.7-mile corridor. A ten-foot shared-use path, two new signals and two signal upgrades are proposed.

SR 28/Furys Ferry Road Widening and Improvements, Columbia County, GA. Project manager for the 3.8-mile-long GDOT batch project in Augusta that includes widening a two-lane rural road to a four-lane urban corridor with a multi-use trail, lighting, and landscaping.

SR 81 Widening and Improvements (PI 0015089), Henry County, GA. Quality/delivery manager for the SR 81 Widening and pedestrian improvement project. This project includes widening an approximately three-mile-long segment of SR 81 from a two-lane section to a four-lane section with a raised median between Lemon Street and Bethany Road, multi-use paths, intersection upgrades, and proposed signals.

EDUCATION

BS, Civil Engineering, Georgia Institute of Technology

REGISTRATION

Professional Engineer: GA, #30109

CERTIFICATIONS

Georgia Soil and Water Conservation Commission GSWCC, Level II Design, #18859

GDOT Plan Development Process (PDP) Training

LANE GORTEMOLLER, PE

Drainage/MS4; Trail/Sidewalk Design



Lane Gortemoller has over 16 years of engineering experience in design of interstates, highways, local roads, bridge replacements, and intersections; and site/ civil development design of residential, commercial, industrial, institutional, municipal, and federal projects. Her experience includes completion of preliminary through final design plans, MS4 analysis and design of BMP's, drainage analysis and design, signing and marking plans, maintenance of traffic (including detour plans), public involvement, environmental permitting, and utility impact evaluation.

REPRESENTATIVE PROJECT EXPERIENCE

SR 204 Intersections (including Mohawk Street), GDOT, Chatham County, GA. Project manager and lead engineer responsible for this intersection improvement project, which includes evaluating safety upgrades at multiple intersections along the SR 204 corridor, as well as complete reconstruction of the intersection of Mohawk Street and SR 204 to improve minor road movements and reduce crashes while not decreasing the mainline capacity. Lane is working closely with GDOT and Chatham County to identify optimal, cost-effective solutions.

Beech Haven Trail Sidewalks, Cobb County, GA. Project manager and lead design engineer for this project which consisted of adding sidewalk and ADA improvements. The project included addition of curb and gutter, 2-foot-wide grass strip, and a 5-foot-wide sidewalk. By adding curb and gutter, it will be necessary to construct an enclosed drainage system with inlets, manholes, and pipes. There are several existing utilities along the east side of Beach Haven Trail.

Holly Springs Road Corridor Improvements. Project manager and lead design engineer for intersection and corridor improvements. Minor safety improvements were evaluated and designed to include the installation of guardrail, striping enhancements, clearing and grubbing to provide intersection sight distance, addition of signage, addition of raised channelizing islands and rapid flashing beacon, and installation/relocation of curb ramps and crosswalks.

EDUCATION

MS, Civil Engineering (Water Resources), North Carolina State University

BS, Civil Engineering, North Carolina State University

REGISTRATIONS

Professional Engineer:
GA, #040067

CERTIFICATIONS

GSWCC Level II Certified Design
Professional #000007691

SARAH UGOLIK, PE

Utility Coordination; Trail/Sidewalk Design



Sarah Ugolik is a utility engineer with 11 years of industry experience. Throughout her career, she has worked as lead utility engineer from project initiation to final deliverable phase, assisting in developing utility agreements and property information. Her experience includes identifying all utilities within a project area where they will be impacted by the proposed work and coordinating directly between client and utility owner to develop resolutions.

REPRESENTATIVE PROJECT EXPERIENCE

Windward Parkway Pedestrian Bridges and Sidewalks, Alpharetta, GA. Staff engineer responsible for assisting with performing a hydraulic assessment to determine the no-rise condition for each pedestrian bridge crossing and, if needed, the required compensatory floodplain storage. In addition, the city wishes to resolve a known area of concern that involves a stormwater drainage issue at an inlet pipe located between two residences that were built at what was a natural low point prior to neighborhood development.

SR 204 Intersections (including Mohawk Street), GDOT, Chatham County, GA. Utility engineer responsible for this intersection improvement project, which includes evaluating safety upgrades at multiple intersections along the SR 204 corridor, as well as complete reconstruction of the intersection of Mohawk Street and SR 204 to improve minor road movements and reduce crashes while not decreasing the mainline capacity.

EDUCATION

BS, Civil and Environmental Engineering (minor in Economics), Bucknell University

REGISTRATIONS

Professional Engineer:
GA, #042036

iv. Location of Respondent and Project Staff

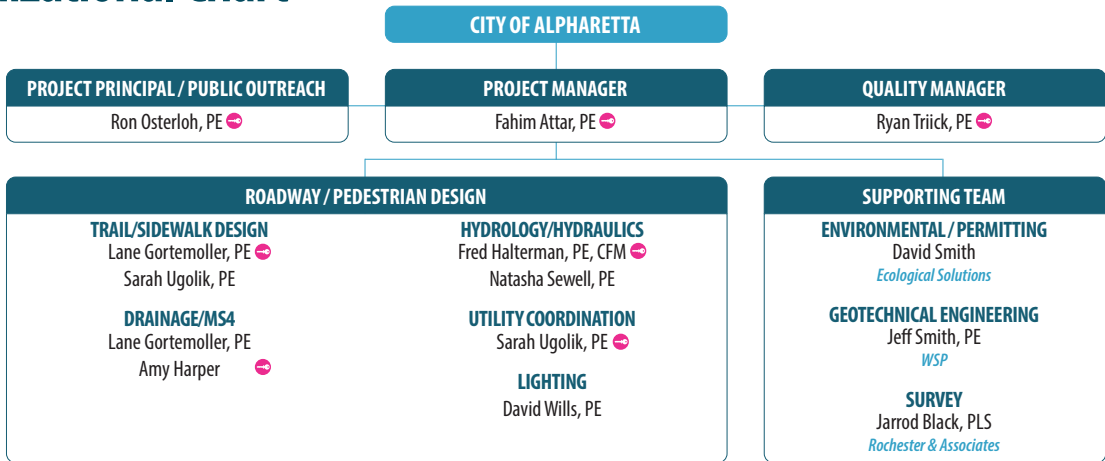
Our Georgia staff of more than 50 is available to serve the City of Alpharetta’s needs by completing tasks on time and on schedule. A multidisciplined transportation planning and engineering firm, M&N has the proven experience, staff resources, and technical proficiency to undertake this project. Our team has been assembled with a focus on a seamless transition of the design activities, driving the project schedule, and designing a street drainage and pedestrian improvement project that is constructible and cost-efficient. The M&N team is located within Atlanta, Savannah, and Peachtree Corners, enabling our team to coordinate efficiently with the City’s staff to meet your schedule and budget deadlines. Our organizational chart below illustrates our team and the discipline-specific organization.

Working with the City previously, our team understands that the City of Alpharetta approaches project solutions in the most practical manner possible without extensive, and many times, unrelated analysis required on state-funded projects. They are responsive and can move quickly and count on their consultant teams to do the same. We chose Fahim Attar, PE, as project manager for multiple reasons, including his similar experience, his background working on local projects with fast-paced schedules, and his technical involvement in all projects he works on. Fahim will be involved in all technical aspects of this project that will allow communications with the City along with meetings to be efficient and productive in driving the project forward.

v. References

	REFERENCE CONTACT NFORMATION	SCOPE
1	<u>City of Milton</u> Scott Tkach 678.242.2619 Project: Milton City Park & Preserve Trail, Drainage, & Habitat Improvements Years of Service: 2023 - Ongoing	The scope for the Milton City Park and Preserve Trail, Drainage, and Habitat Improvements includes improving the existing drainage system through the integration of green infrastructure. The project encompasses a comprehensive range of tasks, including concept alternatives, design plans, cost estimates, and public outreach.
2	<u>Gwinnett County</u> Michelle Arnold 770.822.7443 Project: State Route 124 Corridor Improvements Years of Service: 2022 - 2023	The scope for the State Route 124 Corridor Improvements included to study safety and operational improvements including traffic evaluations and upgrades, widening of SR 124, addition of curb and gutter and sidewalk along both sides, and an intersection improvement. M&N has developed concept alternatives for this corridor addressing key operational issues.
3	<u>Georgia Department of Transportation (GDOT)</u> Shanda Caldwell 470.591.5484 Project: State Route 81 Widening (Henry County) Years of Service: 2016 - Ongoing	The scope for the State Route 81 Widening project includes providing mobility for pedestrians between the City of McDonough, surrounding neighborhoods, and Heritage Park. This project's scope also includes drainage design, permitting, overall project management, concept design, hydraulic study, utility coordination, subconsultant management, final construction plans, construction phase services, and final design.

vi. Organizational Chart



➡ Key personnel (resume included)
Subconsultants
◆ Ecological Solutions ◆ WSP ◆ Rochester & Associates

Fahim Attar, PE, will be the project manager and the main point-of-contact for this project. **Fahim's current workload is manageable and will not affect the success or timeline of this project. Fahim is fully committed and will lead this experienced team through the entire design process.** As a project manager, Fahim's extensive background makes him the perfect candidate to lead this project for the City of Alpharetta as project manager. Among his accomplishments is the design of a two-mile-long trail in Columbus called Follow Me Trail, which included returning the site to natural conditions with drainage design, invasive species removal, and stormwater BMPs. Fahim is well-versed in GDOT pedestrian and streetscape manual, AASHTO bicycle facility design guidelines, and other related guidelines. Fahim is well-equipped to maintain the highest standards of quality and safety for this project.

Ron Osterloh, PE, will be the project principal for this project as well as the authorized individual to negotiate the contract on behalf of M&N.

Our team has the availability to complete the tasks required for this project. The table to the right shows that our key personnel, as well as the rest of our team, are highly-qualified and readily available to meet your needs and together we provide all of the necessary services for this project's success.

KEY PERSONNEL AVAILABILITY

Our key personnel are located in Atlanta and our key staff have the following availability:

- Fahim Attar, Project Manager - 65%
- Ron Osterloh, Project Principal - 60%
- Ryan Triick, Quality Manager - 65%
- Fred Halterman, H&H - 70%
- Lane Gortemoller, Drainage/MS4; Trail/Sidewalk Design - 75%
- Sarah Ugolik, Utility Coordination; Trail/Sidewalk Design - 75%

Subconsultants

To best meet the City's needs, we have teamed with **Ecological Solutions** to deliver Environmental Engineering/Permitting services, **WSP** to deliver Geotechnical Engineering services, and **Rochester & Associates** to deliver Survey to complement the engineering design led by M&N.



Ecological Solutions can provide in-house all necessary surveys for protected species including all required bat studies and aquatic studies. They are able to provide services to a wide range of clientele, from individual landowners and major corporations to government entities. Ecological Solutions has worked with the Georgia Department of Transportation as managers of their Wetland Mitigation Program and as a prime consultant for their statewide ecological task order contract and District NEPA task order contract. Ecological Solutions will identify environmental concerns and formulate the best permitting strategy for this project. Their permitting services seek to bring every project into compliance with federal, state, and local environmental regulations. Their protected species services, mitigation services, NPDES inspection services, project oversight, and water quality sampling services make certain that your project remains in compliance once permitted.



WSP is an industry leader in geotechnical and construction inspection and materials testing services and maintains one of the largest staff in Georgia. WSP is home to over 20 geotechnical and materials engineers and nearly 40 highly-trained and experienced CMT and laboratory technicians certified by ICC, ACI, AWS, NICET, PTI, RCI, GADOT or GSWCC. Their lab is accredited by the American Association of State Highway and Transportation Officials (AASHTO), the AASHTO Materials Reference Laboratory (AMRL), the Cement and Concrete Reference Laboratory (CCRL), and the Georgia Department of Transportation. WSP has worked on numerous projects in the City of Alpharetta, as well as in Fulton, Cobb, DeKalb, and Gwinnett Counties. Their experienced staff has been involved with projects in the metro Atlanta area for decades.



Rochester & Associates offers services including land surveying, civil engineering, design-build support, project management, due diligence, and infrastructure. From the formation of the company in 1966, land surveying has been the foundation of Rochester. As one of Georgia's largest surveying companies for almost 60 years, Rochester has been involved in major and complex projects. Because of their equipment, methods, and experience they can often perform survey-grade work at fees comparable to mapping-grade work from other firms. The firm has employed Global Positioning System (GPS) equipment since 1986 and has maintained a leadership role by employing technology such as Static and RTK - Real Time Kinematic GPS, which increases the speed and accuracy of survey information. Several thousand miles of boundary lines and hundreds of thousands of acres for Federal, State, Local Government and private sector clients have been researched and surveyed by Rochester staff.

PROJECT UNDERSTANDING

The proposed drainage and pedestrian improvement project is centered along Canton Street, spanning from Mayfield Road to Canton Street Extension, covering a total length of 0.5 miles. The exponential growth in construction of new homes along this corridor since 2010 has led to increased runoff, posing a significant challenge to the existing drainage infrastructure. The surge in development has not only altered the natural water flow patterns, but also intensified the need for enhanced drainage solutions. Furthermore, concerns regarding pedestrian safety have surfaced due to issues such as sidewalk discontinuity and inadequate buffers between the sidewalk and roadway. With a posted speed limit of 35 mph along this stretch, addressing these challenges is crucial for fostering both the environmental sustainability and safety of this vital community thoroughfare. The corridor width presents limitations, with the existing right-of-way along Canton Street between Mayfield Road and Pebble Trail varying from 45 to 50 feet, while the stretch from Pebble Street to Canton Street Extension widens to 80 feet. This proposal outlines a comprehensive plan to implement drainage improvements and enhance pedestrian safety measures to meet the evolving needs of the community and support the continued prosperity of the City of Alpharetta.

1. PEDESTRIAN IMPROVEMENT CHALLENGES AND PROPOSED SOLUTIONS

1.1 Pedestrian Infrastructure Enhancement

Our team conducted a site visit to review the corridor for specific items, including current development activity, an evaluation of the drainage system and signs of detrimental impacts, a visual assessment of the sidewalk conditions, connectivity, and opportunities for safety improvements along the shoulder. This site visit along with other investigations done by our design leads, provides us with a detailed understanding of the challenges along Canton Street. Many of the design approaches we've completed for similar projects can be utilized here, in a cost-efficient and schedule cognizant manner so that the residents and users of Canton Street can enjoy the improvements sooner, and the City can deliver another successful project within their committed budget.

There is a significant issue concerning the sidewalk discontinuity within the Canton Street corridor, necessitating a closer look at pedestrian safety and connectivity, including ADA compliance. Ensuring the sidewalk's continuity and ADA-compliant features, such as ramps, is pivotal for an inclusive and accessible pedestrian experience. Addressing these challenges involves a multifaceted approach, considering various complexities within the corridor, including minimization of conflicts with the existing utilities, potential right-of-way acquisitions, and the preservation of existing trees. The design team is committed to exploring cost-effective solutions that address these factors. The primary objective is to reduce the required right-of-way while ensuring an effective resolution that enhances pedestrian safety, connectivity, and ADA compliance.

As part of this comprehensive strategy, the team is also evaluating the potential implementation of a pedestrian crossing on Canton Street, complemented by additional Rectangular Rapid Flashing Beacon (RRFB). This alternative aims to improve pedestrian safety without necessitating extensive right-of-way acquisition or utility relocation. The RRFB serves as a highly visible tool to alert motorists, providing a safer crossing experience, especially in conjunction with ADA-compliant features.

One of the first tasks our team can do is complete a corridor audit along the entire corridor providing a detailed list of missing features (e.g. sidewalk sections, ADA ramps, curb and gutter, etc.) along with a conditions assessment for each of these as well that notes, for example, where sidewalk needs repair or a drainage inlet is damaged. This summary will be provided to the City while our team begins assessing the improvements required.

In the design process, careful consideration of typical sections is crucial to the success of the project. The design team will explore various configurations to optimize road layout, sidewalk placement, and drainage elements while aiming to minimize the need for acquiring additional right-of-way. By evaluating different typical sections, the team seeks to strike a balance between functional sidewalk design, pedestrian safety, and cost-effectiveness. This approach ensures that the final design aligns with the community's needs, enhances overall efficiency, and contributes to the visual and functional improvement of the corridor.

Throughout the exploration of these options, paramount considerations include minimizing impacts on adjacent properties, prioritizing safety, and adhering to a cost-effective approach aligned with the City's financial objectives. The proposed enhancements, encompassing sidewalk continuity, ADA compliance, and improved pedestrian crossings, aspire not only to address existing challenges, but also to significantly contribute to the overall enhancement of the community's walkability and safety infrastructure.

1.2. Curb & Gutter and Grass Buffer

Another area for improvement identified during the site assessment is the absence of proper curb and gutter, as well as a sufficient grass buffer between the travel lane and sidewalk, on the east side of Canton Street from Mayfield Road to Pebble Trail. Adding curb and gutter along with incorporating a buffer adjacent to the sidewalk improves safety and comfort for the pedestrians and makes headway in upgrading the stormwater system along Canton Street.

The project's goal is to address these issues without the need for acquiring additional right-of-way, while also preserving the existing trees along this stretch. Balancing the enhancement of pedestrian safety, drainage efficiency, and the retention of the area's natural aesthetics poses a unique set of challenges. The design team is committed to exploring solutions that integrate proper curb and gutter, grass buffers, and drainage features to create a safer and more visually-appealing environment for pedestrians. By doing so, the proposal aims to strike a harmonious balance between the infrastructure improvements and the preservation of the natural elements that contribute to the character of Canton Street.



1.3. Enhancing Corridor Aesthetics

One of the project's primary goals is to incorporate features such as curb and gutter, sidewalks, and landscaping that aesthetically align with the overall design of the corridor. This strategic approach ensures a cohesive and visually-pleasing integration of new elements within the existing landscape, contributing to the overall enhancement and harmony of the corridor's design.

1.4. Utilities

A critical deficiency observed during the site assessment is the presence of utility poles within the sidewalk, posing challenges for ADA (Americans with Disabilities Act) compliance and placing responsibility on the City. The encroachment of utility poles into the pedestrian path not only hinders accessibility, but also presents a liability concern for the municipality.

Recognizing the imperative to create a pedestrian-friendly environment, the project acknowledges that utility relocation in certain areas is unavoidable. Strategic utility relocation will be incorporated into the proposal to ensure ADA-compatibility and alleviate the City's responsibility for potential liabilities associated with obstructed sidewalks. The design team is committed to a proactive approach and will coordinate closely with utility companies to identify and address any potential conflicts or necessary utility relocations. This collaborative effort ensures a comprehensive strategy that enhances both safety and accessibility, aligning with the broader goal of creating a more inclusive and walkable community along Canton Street.



1.5. Merging Lane

A notable consideration within the project scope is the existence of a merging lane on Canton Street between Surrey Point and the driveway of property 12480 Hopewell Road. Recognizing the potential impact on traffic flow and pedestrian integration, our traffic team will conduct a thorough study to assess the necessity of this merging lane. If the study indicates that the merging lane is not essential for optimal traffic



management, our proposal aims to eliminate it. This strategic decision is intended to enhance the continuity and cohesion of the sidewalk, providing a seamless and safer experience for pedestrians. The comprehensive evaluation by our traffic team ensures that the final design not only addresses existing challenges, but also optimizes the overall functionality and safety of the Canton Street corridor.

1.6. Lane width

As part of the design process, the team is also examining the possibility of adjusting the existing travel lane width. This evaluation aims to determine if a reduction in lane width is feasible, providing room to integrate features like curb and gutter or sidewalk. The primary focus is on maintaining road safety for drivers while optimizing the available space to enhance the pedestrian environment and overall aesthetics of the corridor. This approach ensures a thoughtful and balanced design that meets the needs of both motorists and pedestrians.



2. DRAINAGE IMPROVEMENTS

2.1. Understanding

Canton Street is the eastern ridgeline for the Foe Killer Creek Watershed. All of the rainfall runoff for the eastern part of the watershed starts along the project limits. Storm flows overland and into directed pipe conveyance making it to the creek through developed areas along Shady Grove Lane, Pebble Trail, Surrey Point/Court.

The project area has increased to around 20 percent in impervious area comparing current land-use data to the 2016 National Land Cover Data of 16.5 percent. The city has performed strategic planning and adopted the best management stormwater practices to control development to mitigate increased water runoff to Foe Killer Creek, since the creek is an impaired stream to Georgia.

Even though with controlled planning with best management stormwater practices for compliance, the corridor geometry and drainage has not changed to accommodate the developed areas from the new businesses and residences. A storm design level-of-service for the facility is needed to provide reduced street flooding for transportation safety and prolong rainfall runoff entry into Foe Killer Creek by managing stormwater volumes to mitigate stream degradation and impairment.

2.2 Approach

Our intent is to provide a balance between the infrastructure improvements and the preservation of the natural characteristics for Canton Street. This will be accomplished by using a Low Impact Development and Green Infrastructure Approach for the project. Increasing greenspace by reducing the roadway footprint (if feasible) would be a way to provide a wider parkway between the roadway and the sidewalk. This approach would not only provide an increase in safety for pedestrians, but provide green space to use best management practices (BMP) to manage stormwater.

We would look at providing bio-infiltration and attenuation as a BMP for the required first-flush storm event using the wider parkway green space. This will provide a means to slow and infiltrate runoff to manage stormwater volume and reduce pollutants for a quantitative treatment for TSS. New plantings that provide stormwater uptake to maintain the greenspace would be added with plant type approved by the city. The greenspace for the bio-areas will be easier to maintain with planting and soil replenishment.

Pervious pavement will be evaluated for turn-lane areas as a supplemental BMP (if feasible) for stormwater treatment to supplement the greenspace treatment within the corridor. Curb and gutter will be strategically placed to intercept the treated stormwater to connect to the proposed underground conveyance.

The existing storm conveyance for the corridor, and beyond the corridor, to Foe Killer Creek will be analyzed for hydraulic deficiencies for the system. Our approach will look at improving this system or a new system to provide stormwater attenuation to Foe Killer Creek, at least for channel protection (25-year design storm per GSMM).

In-line underground storage will be evaluated using a manifold-type of pipe connection system regulated at certain manhole control points to manage stormwater releases. Infiltration within the system will also be evaluated for certain locations to

recharge ground water where soils are feasibility for this process. Inline pipes for infiltration would be perforated set in a double aggregate filter drain to allow water absorption. Greenspace and the pervious pavement BMPs would also be connected as well as part of the proposed conveyance system.

Our main purpose for our design is to reduce and reuse stormwater to improve water quality and provide channel protection using applicable best management practices for the Foe Killer Creek Watershed. The City's Stormwater Policy Manual, 2016 Georgia Stormwater Management Manual, GDOT Drainage Design for Highways, 2023, version 3.6, will be used for the design guidance.

2.3 Geotechnical

During the design process, our team will conduct a geotechnical study to assess soil conditions, particularly focusing on potential considerations for structures, such as post-construction storm drains, ensuring the robustness and longevity of the infrastructure.

3. PUBLIC INVOLVEMENT

Moffatt & Nichol is committed to facilitating effective communication between the City and property owners. We propose virtual or in-person meetings to engage the community, gather feedback, and address concerns. Our team will work collaboratively with the City, preparing layouts and visual materials to ensure clear and transparent communication throughout the public involvement process.

SCHEDULE

A project schedule depicting timing and implementation of the project is shown below. To best meet the City's needs, we have assembled a team suited to meet this project's delivery and technical challenges. With more than 1,000 employees in more than 50 offices, M&N has the resources to fully staff this project on Day 1, exceeding the City's expectations for quality design and deliver the project on the committed schedule.

City of Alpharetta Canton Street Drainage & Pedestrian Improvements Schedule	2024							
	Jan	Feb	Mar	Apr	May	June	July	Aug
Notice to Proceed (NTP)	◆							
Concept Drawing & Meeting								
Engineering Survey								
Geotechnical Report								
Design*				□			□	
Right of Way Plans/Acquisition (if needed)								
Permitting								
Cost Estimate / O&M Plan								
Public Outreach								

□ Client Progress Reviews

*Design phase can be completed sooner if no R/W acquisition is necessary

PROJECT: 7140 HUNTERS BRANCH DRIVE STREAM STABILIZATION IMPROVEMENT

LOCATION: SANDY SPRINGS, GEORGIA

M&N is under contract with City of Sandy Springs and has completed the design to stabilization and repair the failing streambank and scour hole for the existing culvert outlet area at the crossing of Hunters Branch Drive and March Creek. The stream embankment along the property at 7140 has continued to erode and lose supporting earth that has encroached close to the residence. This occurrence is from the past urbanization for the watershed.

A hybrid approach of using a bio-gabion retaining wall with Flexamat slope protection was used for a combined soft and hardscape best management practices for the embankment repair for the creek. Live-stake plantings were also added to aid in the slope stability for other lesser eroded areas and added to the gabion wall system. At the tail end of the culvert, a naturalized stone riprap basin was included to calm stream velocities to mitigate scouring of the downstream creek bed and embankment. The project is currently under construction.

CLIENT

City of Sandy Springs
Amir Fallahi
770.730.5600
afallahi@sandyspringsga.gov

PROJECT DATES

2022 to 2023

KEY PERSONNEL INVOLVEMENT

Fahim Attar, PE – Cost Estimating

Ryan Triick, PE – Quality Manager

Ron Osterloh, PE – Project Principal

Fred Halterman, PE, CFM – Hydrology/
Hydraulics

PROJECT SPOTLIGHT

- › Stormwater runoff upgrades
- › Residential corridor
- › City-managed project



PROJECT: THE LANDINGS TIDEWATER SQUARE MOBILITY IMPROVEMENTS

LOCATION: SAVANNAH, GEORGIA

Tidewater Square is situated at the entrance into the Midpoint area of The Landings and is located near the main gate. The site is approximately one acre in size and is bound by Tidewater Way Road right-of-way. This area was experiencing several problems, including reduced access/maneuverability and poor road conditions. M&N was tasked to investigate the existing conditions and provide alternatives to improve the maneuverability around Tidewater Square, repair the road, and add drainage improvements to prevent future road failures. The project included analyzing the existing square, developing two layout alternatives, conducting a geotechnical investigation and topographic survey, and providing a report of the findings with recommendations.

In addition, M&N was tasked with providing options to improve golf cart and pedestrian traffic through Tidewater Square from where the golf cart path terminates on Tidewater Way (just north of Coteworth Place) to the golf cart path just north of Tidewater Square. A proposed community path layout was developed to allow golf carts, cyclists, and pedestrians to safely travel through Tidewater Square. The new proposed community path was routed through the square to reduce golf cart speeds, improving safety, and routed around the specimen live oak trees in the square so no trees needed to be removed. M&N created color exhibits showing existing square/road/lot location, existing tree locations, and new road location within the square. Proposed improvements included suggested locations for golf cart parking, trails/walkways, lights, benches and/or seat walls, fountain (if desired), swings, pollinator garden, concept locations for screening plantings, and other items that may arise during the design process. M&N also provided an alternative road alignment through Tidewater Square, which includes a two-lane asphalt road.

REFERENCE CONTACT

The Landings Association

Sean Burgess

912.598.5509

seanb@landings.org

PROJECT DATES

2020 to 2022

KEY PERSONNEL INVOLVEMENT

Ron Osterloh, PE – Project Principal

Sarah Ugolik, PE – Utility Coordination

PROJECT SPOTLIGHT

- › Multipurpose path design
- › Drainage design solutions
- › Alternatives development



PROJECT: GATEWAY TRAIL PEDESTRIAN BRIDGE OVER SR 54

LOCATION: PEACHTREE CITY, GEORGIA

This new, 0.2-mile-long segment of 10-foot-wide multi-use path connects to the extensive path network already present throughout Peachtree City. M&N led all phases of development for a new 10-foot-wide multiuse path that connects to the extensive path network throughout Peachtree City. The 0.2-mile-long section of new path also included a 154-foot-long prefabricated weathering steel truss bridge over SR 54 supported on mechanically stabilized earth wall abutments. The pedestrian crossing decking is cast-in-place concrete for durability and minimal maintenance. This project provides pedestrians, golf carts, and cyclists with better access to residential and commercial sites on both sides of SR 54.

The project is Americans with Disabilities Act-compliant, meets the criteria for the American Association of State Highway and Transportation Officials' Load and Resistance Factor Design, and Guide for Development of Bicycle Facilities. Along with the trail and crossing, there was significant earthwork and grading, drainage, timber path railings, landscaping, and path lighting involved. Close coordination with the Georgia Department of Transportation (GDOT) was required to prepare and receive an encroachment permit. Also included was a custom-designed steel box sign with backlit lettering mounted to the bridge above SR 54/ Floy Farr Parkway and visible to eastbound traffic entering the city limits. The City of Peachtree City let the project, but required close coordination with GDOT and issuance of an encroachment permit for temporary impacts. This project's scope included concept development, extensive coordination with truss bridge vendors, structural foundation design, staging, drainage design, erosion, sediment and pollution control plans, lighting and utility plans, landscape plans, and preliminary and final construction plans. During construction, M&N provided full support services including shop drawing reviews, responses to RFIs and NPDES-related inspections.

REFERENCE CONTACT

City of Peachtree City
 David Borkowski
 770.631.2588, ext. 1141
dborkowski@peachtree-city.org

PROJECT DATES

2018 to 2021

KEY PERSONNEL INVOLVEMENT

Fahim Attar, PE - Project Manager

PROJECT SPOTLIGHT

- › Sidewalk connectivity design
- › Accelerated schedule
- › Drainage design solutions



PROJECT: MILTON CITY PARK & PRESERVE TRAIL, DRAINAGE, AND HABITAT IMPROVEMENTS

LOCATION: MILTON, GEORGIA

This project represents a significant commitment by the City of Milton to transform a 130-acre former golf course into a natural passive park as outlined in the City Park and Preserve Master Plan. Central to this initiative is the creation of a 1.3-mile, 10-foot-wide multi-use trail that winds through the park's diverse landscape.

Notably, the land features various environmentally sensitive areas (ESA), including open waters, wetlands, and perennial and intermittent streams, making it crucial to minimize any impact on these delicate ecosystems. To address this, M&N has proposed innovative solutions such as boardwalks and pedestrian bridges, while also improving the existing drainage system through the integration of green infrastructure. Beyond trail design, M&N's responsibilities encompass the restoration of perennial stream banks, habitat enhancement, native plantings, and resolving drainage issues within the green space.

The project encompasses a comprehensive range of tasks, including concept alternatives, design plans, cost estimates, planting schemes, and final plans, all conducted with active public involvement and engagement with adjacent property owners to deliver the project's success.

CLIENT

City of Milton
 Scott Tkach
 678.242.2619
scott.tkach@miltonga.gov

PROJECT DATES

2023 to 2024

KEY PERSONNEL INVOLVEMENT

Fahim Attar, PE – Project Manager

Ron Osterloh, PE – Project Principal

Ryan Triick, PE – Quality Manager

Sarah Ugolik, PE – Utility Coordination

Fred Halterman, PE, CFM – Hydrology/
 Hydraulics

PROJECT SPOTLIGHT

- › Accelerated schedule
- › Stormwater assessment and design
- › Innovative detention/infiltration solutions



PROJECT: STATE ROUTE 81 WIDENING

LOCATION: MCDONOUGH, GEORGIA

This project includes widening three miles of an existing two-lane rural facility to a four-lane urban section with a raised median between Lemon Street and Bethany Road and a multi-lane roundabout at Postmaster Drive and Lakemont Drive. The project will add curb and gutter with sidewalks along both sides of this corridor to provide bike lanes and mobility for pedestrians between the City of McDonough and surrounding neighborhoods, active commercial area, a public library, and Heritage Park.

The project also requires extending a single box culvert conveying Kalves Creek. A traffic study was included to evaluate operations at four existing signalized intersections and upgrade the signal locations to accommodate the four-lane facility. This project's scope includes concept development, traffic projections and analysis, drainage design, National Pollutant Discharge Elimination System permitting, National Environmental Policy Act (NEPA) environmental studies, signal plans, right-of-way plans, and preliminary and final construction plans.

M&N is responsible for overall project management, concept design, NEPA, preliminary plans, hydraulic study, right-of-way plans, utility coordination, subconsultant management, final construction plans, and construction phase services. M&N prepared final design plans for Henry County and was the main point of contact with the County and Georgia Department of Transportation.

REFERENCE CONTACT

Henry County
 Roque Romero
 770. 288.7325
rromero@co.henry.ga.us

PROJECT DATES

2016 to Ongoing

KEY PERSONNEL INVOLVEMENT

Ron Osterloh, PE – Project Principal
 Ryan Triick, PE – Quality Manager
 Fred Halterman, PE, CFM – Hydrology/
 Hydraulics
 Lane Gortemoller, PE – Drainage/MS4

PROJECT SPOTLIGHT

- › Pedestrian safety upgrades
- › Stormwater runoff solutions





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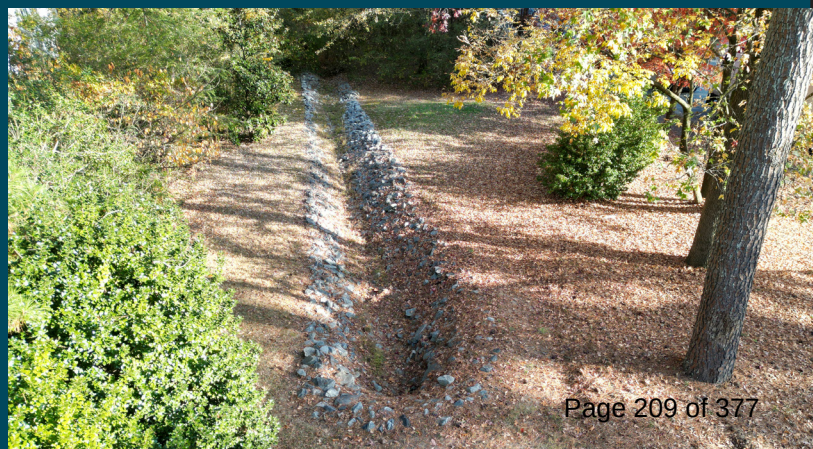
moffattnichol.com

Contact:

Fahim Attar, PE
Project Manager
Moffatt & Nichol

1201 Peachtree Street Northeast, Suite 1106
Atlanta, GA 30361
Tel: 678.477.5232

Email: fattar@moffattnichol.com



CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 24-108

RFP Title: Design: Canton Street Drainage & Pedestrian Improvements

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP October 19, 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).

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

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

2. Procurement Agent, Single Point of Contact

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

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. 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. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: 10:00 AM, November 16, 2023.**
We may change this date during the RFP 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 RFP.
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 RFP 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 proposal. You must respond using any updated information.

4. Our Review of Proposals and Review Criteria:

1. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.

2. We will first review all proposals to be sure that proposal have basic requirements and information.
3. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is needed will be removed from further review and scoring.
4. The Review Team will only get correct proposals for review and scoring. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
5. We will review and score each proposal using the criteria and percentage weights below:
 - a. Cover letter, business profile, and business information is required but not scored.
 - b. Required Forms are Pass/Fail.
 - c. Contact information and Contact for Legal Notices/Contract are required but are not scored.
 - d. Unique Entity ID / identifier used at SAM.gov, is not scored.
 - e. Questionnaire scoring will depend on information requested. Some questionnaire responses will be information only, while others may be Pass/Fail such as addendum acknowledgement.
 - f. **Phase 1** will be the evaluation of all proposals received based on the following Evaluation Criteria matrix. From this review, a shortlist will be created of top-scoring consultants.

Evaluation Criteria	Maximum Points
Cover Letter, Statement of Qualifications, Project Staffing, Available Resources	30
References	20
Quality of completed project examples	20
Project Approach	30
Total Maximum point score	100

- g. **Phase 2** for shortlisted consultants only, will include a request for total project cost. Each shortlisted consultant will also provide rate sheets and detail of hours per position used to come to the total project cost. Scoring for this Phase 2 will be on the information provided from shortlisted consultants only and may include discussion, negotiation, or a “best and final offer” to finally decide the highest-scoring proposal.

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta is accepting proposals from consultants for the design of improvements for stormwater drainage and pedestrian safety along Canton Street from Mayfield Road to Canton Street extension.

Any current City of Alpharetta contracted on-call consultants or consultants who are part of an on-call team currently contracted with the City of Alpharetta will not be considered for this project. Any proposals from said consultants will not be evaluated.

The City expects the design to integrate one or more stormwater management facilities in a manner that augments the capture and infiltration or storage along the corridor. While the primary goal is an increase in overall stormwater capture and infiltration, the project aesthetics and design should align with the existing community and pedestrian safety. The overall approach should follow the context sensitive design methodology.

The overall goal of the project is to lessen impacts of current stormwater runoff through residential properties into an already overly inundated flood prone watershed. The addition of curb and gutter, new storm structures, and sidewalk should be included in the overall design and approach. All new, re-located, or widened sidewalks should be solely limited to the east side of Canton Street. Curb and gutter should be incorporated on both sides of Canton Street where feasible. Curb and Gutter should be designed to fit the overall intent of the project that is aesthetically confluent to the overall design. Curb and Gutter should also consider the effective conveyance of stormwater and the aid in providing pedestrian safety.

The design should not impact any existing specimen trees located along the street and the design should ensure that all specimen trees are protected from any proposed construction. The design should be limited to the existing Right of Way to the extent feasible to the overall design. The design may include the minimization of travel lanes, removal of turn lanes, etc. to achieve this.

2. Scope of Work

The City of Alpharetta is seeking to shortlist the highest scoring consultants based on Phase 1 Evaluation Criteria (page 2) to design one or more stormwater management facilities, sidewalk, storm structures, and curb and gutter along Canton Street. The project design will incorporate enhancements from Mayfield Road to Canton Street Extension. The City has experienced significant re-development in this area and has seen an increase in complaints regarding stormwater with the associated basins along this corridor.

The design should incorporate the proper stormwater management facilities that improve overall impacts along the corridor. No proposed improvements should adversely affect any properties downstream or associated floodplains.

In addition to the stormwater management facilities, the project design should integrate pedestrian improvements that provide a safer pedestrian connectivity, compliant with ADA standards, to residents along the corridor.

Services required to complete this project by the Consultant include:

1. Project Administration and Coordination

- a. A project kickoff meeting will be held with city staff. The meeting will include a review of the scope and confirmation of the deliverables and schedule. The Consultant will present a list of data needs and have an opportunity to clarify intentions with staff at the outset.

2. Concept Drawing Meeting

- a. The Consultant shall prepare and present one or more concept drawings to the city staff at a concept review meeting. The concept drawing(s) shall include a preliminary construction cost estimate as well as a quantitative impact to the watershed (i.e., the water surface elevation reduction to Foe Killer Creek and/or any benefit to the flood prone properties downstream). When identifying concepts, the Consultant shall consider environmental regulations, site constraints, and long-term maintenance needs for the proposed facilities. The city will select, modify, or approve the concept(s) presented at this meeting before detailed design begins.

3. Engineering Survey

- a. The consultant shall provide an engineering survey that should include but is not limited to, topographic information, boundary information, location of utilities above and below grade, tree survey identifying species and size, and any SUE's (subsurface utility engineering) necessary to complete the design. The survey should include all pertinent information needed to complete the requested design.

4. Geotechnical Report

- a. Perform a geotechnical analysis to support the design and construction of the proposed stormwater management facility.

5. Design

- a. Prepare construction plans and associated documents for the stormwater management facility including but not limited to details related to all stormwater management features, grading plans, erosion and sediment control plans, landscaping plans, and phasing plans.
- b. Construction plans will be presented to the city staff during a project review meeting at 30%, 60% and 90% complete stages for review and inputs.
- c. Sidewalks, and pedestrian connectivity will be incorporated into the construction plans and will be fully ADA compliant.
- d. Calculate the water surface elevation reduction and any impacts to the number of flood prone structures or associated floodplain downstream with the final design.
- e. Engineers Opinion of Probable Cost will be prepared and submitted with the 60%, 90%, and final construction plans.

- f. Design shall comply with all applicable local ordinances pertaining to stormwater and floodplain management.
6. Permitting
 - a. Secure all relevant city permits for successful construction of the final construction plans including but not limited to a land disturbance permit (Erosion & Sediment Control (E&SC) Permit) and the development of a compliant hydrology report, if applicable.
 - b. Secure all regional, state, and federal permits required for successful construction of the final construction plans including but not limited to Georgia Stream Buffer Variance, Georgia 401 Water Quality Certification, Army Corps of Engineers 404 permit, and Federal Emergency Management Agency actions (i.e., Letter of Map Revision (LOMR)/Conditional Letter of Map Revision (CLOMR)). (Only local permits are foreseen.)
7. Cost Estimate and Operations & Maintenance (O&M) Plan
 - a. Prepare an Engineers Opinion of Probable Cost for the final construction plans.
 - b. Develop an O&M plan for the stormwater feature(s) included in the final construction plans. This plan may be the same as submitted in the Hydrology Report.
8. Public Outreach
 - a. Attendance at a public information meeting and council meeting will be required. This meeting will be presenting concepts for selection of design to move forward with. The maximum number of meetings required will be no more than three.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

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

2. Required Proposal Document Formats

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

- ☐ 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 unless otherwise requested.
- ☐ OK, but not necessary, to bookmark PDF files by sections included.

3. Technical Proposal Submittal Instructions

- Your RFP response must be submitted in accordance with the instructions provided and must be in the order presented below.
- Proposal section titles (in **BLUE**) are to be as listed below and numbered / lettered as outlined below.
- Each response must be responsive to all requested information.
- Each section must begin on a new page. Note and follow any direction concerning page number limits. This will enable the City ease in proposal review and will ensure compliance with the page limitations.
- Technical Proposal required section:
 - **Cover Page**
 - **Company Information**
 - **Qualifications, Experience, and References**
 - **Project Approach, Method of Service, Technical Proposal**
 - **Examples of Previous Projects, Constructed**

A. **Cover Page** (limited to one (1) page maximum.)

Each response must have a cover page. Each cover page must include at a minimum that the response is for Design of Canton Street Drainage & Pedestrian Improvements, and your company's full legal name, contact for this procurement, address and contact information.

B. **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:
 - i. **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.
 - ii. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.

iii. **Contact**, one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:

- Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
- mailing address,
- telephone number, cell phone number, and
- e-mail address.

C. Qualifications, Experience, References

- This document must be no more than seven (7) pages,
 - i. Identify the key team members that would be assigned to this project, including key personnel from major contributing subconsultant firms
 - ii. For your firm's proposed main contact with our City and for each individual listed in response to the above, answer the following questions.
 - 1. Where is this individual located?
 - 2. How long has this individual been employed by this respondent?
 - 3. Years of experience in the particular role?
 - iii. Provide at least a one paragraph resume for each key personnel identified.
 - iv. Discuss how the location of the respondent and project staff will impact the project schedule and the coordination with the City's staff for the Design of Canton Street Drainage & Pedestrian Improvements.
 - v. Supply at least three references for work or services like the project in this RFP (don't include the City of Alpharetta). These references must be for work or services provided within the last three years. For each example:
 - 1. Discuss the scope in comparison to our request.
 - 2. Discuss the work relationship with your client and provide a reference name and telephone number.

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

- vi. **Organizational Chart:** A chart identifying the key personnel assigned to the project. Identify the name of the project manager and the individual authorized to negotiate the contract on behalf of the consultant. Clearly identify all subconsultants intended to be included on the project team. Include the workload of the project manager and key team members, as well as their availability to complete the tasks for this project.

D. Project Approach, Method of Service, Technical Proposal

Limited to five (5) page maximum.

Response must follow instructions and supply information based on Section 2 Scope of Work pages 3 - 5 of this document.

Project Schedule and Deadlines: include a comprehensive schedule for the intended completion time of each task. Indicate the time frame or period for each task and a total time for project completion.

E. Examples of Previous Projects, Constructed

Limited to one (1) page maximum per example.

Supply examples only of previous projects like our project described in this RFQ. Examples should be for projects that were completed through all design and construction phases. Examples should highlight previous design work that included some or all of the key people noted in the resumes, noting their role for the project. Include no more than six (6) examples.

4. Cost Proposal – Phase 2, Shortlisted Consultants only

- A. Phase 2, Cost proposal will only be requested from consultants shortlisted from Phase 1 evaluation..
- B. Phase 2 will also request an Hourly Rate Schedule from shortlisted consultants with a statement of hourly rates and anticipated project hours for all proposed staff classifications or positions and key personnel, including hourly rates and hours for any proposed sub-consultants. This should include any staff to support bidding services or construction services, if requested.

5. Required Forms:

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

- ❖ *E-Verify side note:* Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- ❖ 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 proposal.
- ❖ 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 RFP title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

6. Questionnaire

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

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:

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



STAFF REPORT

Department: Public Works
Submitted By:
Meeting Date: March 18, 2024

AGENDA ITEM:

Agreement: City of Alpharetta and TrueNorth400 for Dryden Road Extension and Culvert Repair

Consideration of approval of an agreement between City of Alpharetta and North Fulton Community Improvement District d/b/a True North 400 for Design, Right of Way and Construction of the Dryden Road Extension and Culvert Repair and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Agreement between the City of Alpharetta and North Fulton Community Improvement District d/b/a TrueNorth400 for design, right of way, and construction of the Dryden Road Extension and Culvert Repair and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$3,000,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Dryden Road Extension - 33641100-541410-C2427	\$3,000,000

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Dryden Road is situated between Morris Road and North Point Parkway, and fronts the Windward MARTA Park and Ride facility. Extending Dryden Road to Edison Drive will provide connectivity for both pedestrians and vehicles to the MARTA Park and Ride and the future end of the line of MARTA's future Bus Rapid Transit.

The CID identified the extension of Dryden Road as part of their Blueprint III Master Plan, adopted in October 2021. Alpharetta Public Works prepared a concept plan (see attached) and the CID took the initiative to allocate \$600k towards the design of the project. Elements of the design consist of a 2 lane road, a 4' buffer, and an 8' wide sidewalk on both sides.

Prior to the adoption of TSPLSOT II, the City studied the road network around the future Tradewinds overpass and express lane ingress/egress to/from GA 400, to determine if improvements need to be made to assist in traffic flow. The limits of the study are: Windward Parkway to the north, Webb Bridge Road to the south, Westside Parkway to the west, and North Point Parkway to the east. Dryden Road is within the limits of the Tradewinds Ripple Affect Study area. Extending Dryden Road to Edison reduces vehicular traffic on Windward and North Point Parkway, provides pedestrian access to the MARTA Station, and overall disperses traffic.

Recently, the CID hired the engineering firm KCI to design the extension and culvert repair. KCI's design anticipates the need for a future traffic signal at the intersection of North Point Parkway and Druden Road, but a traffic signal will not be installed as part of the project since volume warrants have currently not been met. Design of the

improvements is slated to be accomplished around the end of the year. Due to the necessary work on the banks of an existing stream, State permits are required to be obtained. The proposed road traverses over an existing creek and repair of the existing culvert is necessary for the success of the project. The City is responsible for obtaining the right of way, which is described in the Agreement to be donated, and construction of the extension.

Once all permits and ROW have been obtained, the City will bid the project for construction. The anticipated cost to construct the extension of Dryden Road is \$3.0M. Funds for the construction of the project are available in TSPLSOT II, associated with Tier I project - Tradewinds Ripple Affect. A new account name and number has been established for the project, Dryden Road Extension.

ALTERNATIVES:

Do not approve the Agreement and pursue alternative means to complete the project.

ATTACHMENTS:

1. Agreement COA + NFCID Dryden Road Extension and Culvert Repair
2. Dryden Extension_Prefered

**AGREEMENT
BETWEEN
CITY OF ALPHARETTA
AND
NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
d/b/a TRUE NORTH 400
FOR
DESIGN, RIGHT OF WAY AND CONSTRUCTION
OF THE DRYDEN ROAD EXTENSION AND CULVERT REPAIR**

This Framework Agreement (the "Agreement") is made and entered into effective the date last set forth below (the "Effective Date"), by and between the CITY OF ALPHARETTA, GEORGIA, a Georgia municipal corporation, acting by and through its Mayor (the "CITY"), and NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT d/b/a TRUE NORTH 400, an entity created by Fulton County, City of Alpharetta, City of Roswell, and City of Milton (the "CID").

WHEREAS, the CITY desires to construct an extension to Dryden Road and to repair a failing culvert adjacent to Dryden Road at AT&T in Alpharetta, located at 300 North Point Parkway (Fulton County Tax Parcel No. 21 550011760089) (the "Project"), an overhead representation of the property is attached hereto as Exhibit "A;"

WHEREAS, CITY has requested CID to assist with the design of the Project;

WHEREAS, CID is willing to assist with the design of the Project in an amount not to exceed SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000) if the CITY will acquire right of way and contract for construction of the Project and be solely responsible for the other aspects and costs for completion of the Project as set forth herein;

WHEREAS, CITY will have the right-of-way donated, will construct the Project, and will pay all costs of the Project other than what the CID is agreeing to pay pursuant to this Agreement;

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

WHEREAS, CID is authorized to provide street and road construction and maintenance to control traffic flow on streets and roads. Ga. Constitution Article IX, § VII, ¶ II.

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

1. CID shall contract with a design engineer and provide funds to design the Project in an amount not to exceed SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000), which, along with requiring the design engineer to indemnify pursuant to section 2, below, constitute all obligations undertaken by the CID concerning the Project. CITY agrees to be solely responsible for all other obligations, including financial, to complete the Project.

2. CID is not a design expert and has no responsibility for the design of the Project, but shall require the design engineer to indemnify and insure CITY and CID for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by the design contractor's negligent acts or omissions, or willful misconduct in the design services related to the Project.

3. CITY shall acquire the right of way necessary to construct the Project.

4. CITY shall provide all funds to construct and complete the Project and will contract for the construction and construction management of the Project.

5. CITY shall undertake and assume all responsibilities for the construction of the Project and will work diligently to bid on the construction as soon as design plans are complete, and all rights of way and easements have been obtained by the CITY, and require the construction contractor to complete the construction expeditiously.

6. The CITY shall require its construction contractor to indemnify and insure the CITY and

CID for any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payments, loss and/or expenses caused by the construction contractor's negligent acts or omissions, or willful misconduct related to construction of the Project.

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

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

CITY OF ALPHARETTA

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

RECOMMENDED:

City Administrator

REVIEWED AS TO LEGAL FORM:

City Attorney

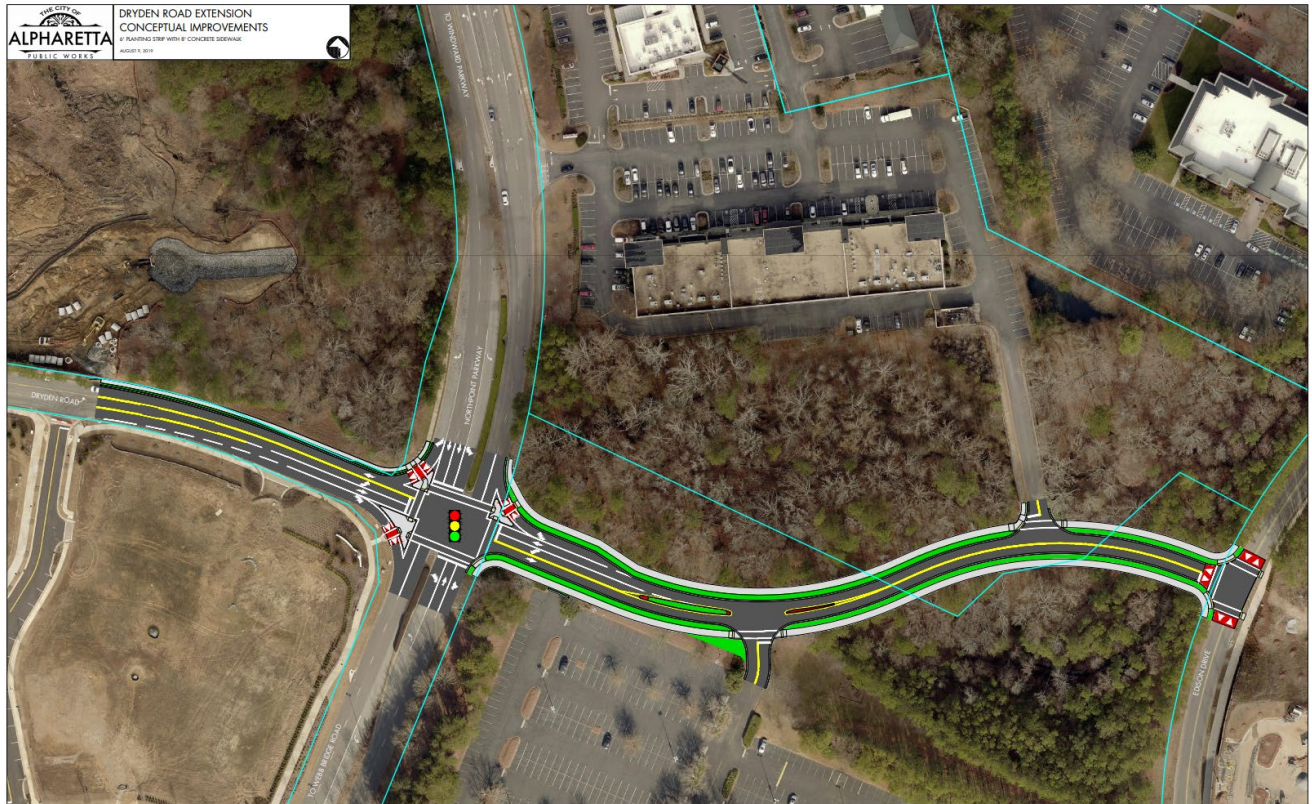
(Signatures continued on following page)

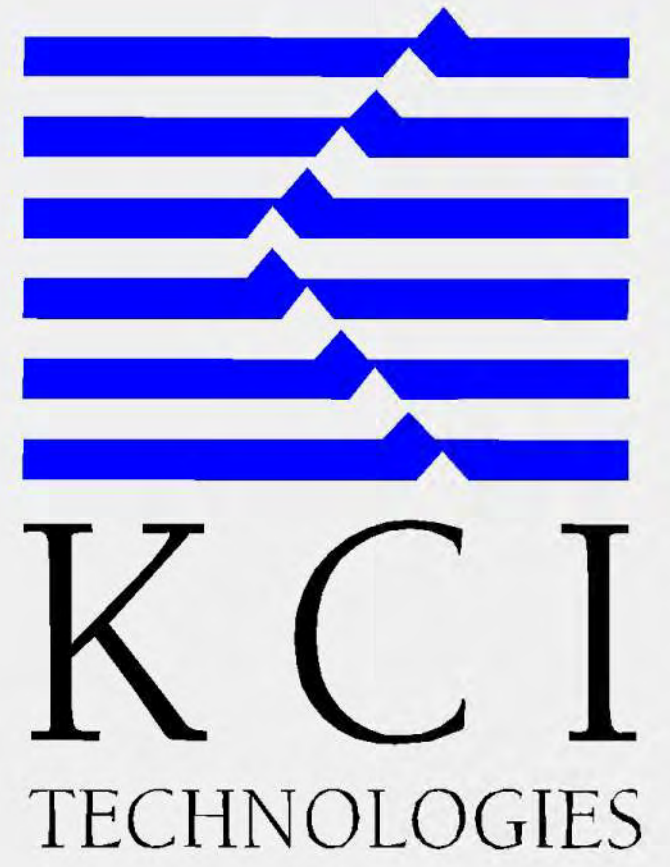
**NORTH FULTON COMMUNITY
IMPROVEMENT DISTRICT d/b/a TRUE NORTH 400**

BY: _____
Chairman

Date: _____

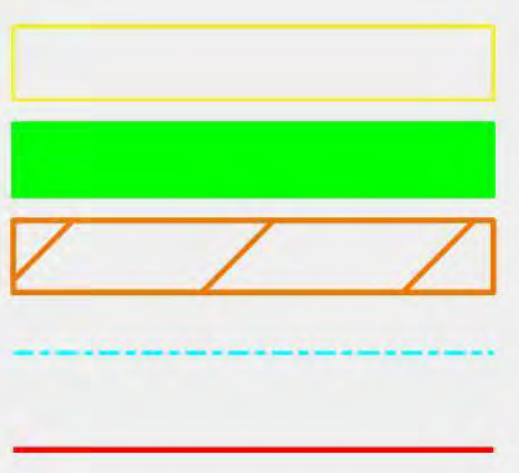
Exhibit "A"





CONCEPTUAL PREFERRED ALTERNATIVE LAYOUT
ALTERNATIVE I
DRYDEN ROAD EXTENSION TO EDISON DRIVE
FULTON COUNTY

PROPOSED SHARED USE PATH OR SIDEWALK
PROPOSED CONSTRUCTION AREA
PROPOSED CULVERT REPLACEMENT
PROPERTY AND EXISTING R/W LINE
PROPOSED R/W LINE



SV18
PARCEL ID: 22 54501180570
N/F
WINDWARD MILL, LLC

SV20
PARCEL ID: 21 549011120237
N/F
ORF II WINDWARD CROSSING, LLC

SV19
PARCEL ID: 21 549011120500
N/F
WINDWARD POINT WHP, INC.



STAFF REPORT

Department: Public Works
Submitted By:
Meeting Date: March 18, 2024

AGENDA ITEM:

Memorandum of Agreement: GDOT and City of Alpharetta for Waters Road Bridge Project

Consideration of approval of the Memorandum of Agreement between the City of Alpharetta and the Georgia Department of Transportation for work associated with the replacement of the Waters Road Bridge over Long Indian Creek and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Memorandum of Agreement with the Georgia Department of Transportation associated with the Waters Road Bridge Replacement project and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$5,800,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Waters Road Bridge	\$100,000.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The Georgia Department of Transportation has a bridge replacement program through their office. GDOT receives federal funds to design and construct the replacement of bridges throughout the state that meet the necessary requirements. The Waters Road Bridge is safe to traverse, GDOT is being proactive and looking to replace the bridge before any significant weight reduction would occur. Public Works was reached out in late 2018 if there would be interest from the City to have the bridge on Waters Road be part of the program.

Public Works was informed in December 2018 the City would receive a Memorandum of Agreement (MOA) concerning our obligations for the project. The City never received a MOA and the project, led by GDOT, moved forward. In December 2023, Public Works received notification that a MOA was never executed, and we need to sign the MOA before the project can move into the right of way phase. The City's commitment towards right of way acquisition is \$100,000. Due to the complexities of the right of way associated with the temporary bridge, the classification of Tier 3 is understandable. Attached is a memo from GDOT outlining the various tiers.

The Waters Road Bridge is more complicated than most projects because a temporary bridge will be constructed to the south which will enable Alpharetta residents along Waters Road to utilize Waters Road during construction and not have to go through a long detour. Included in the design of the project are 5' wide sidewalks with a 5' separation between the vehicular lane and the sidewalk (3' buffer plus 2' curb and gutter) . The 5' wide sidewalks match the existing sidewalk on either side of the bridge. The bridge will be raised several feet to meet FEMA requirements and raising the bridge will also minimize the steepness of Water Road.

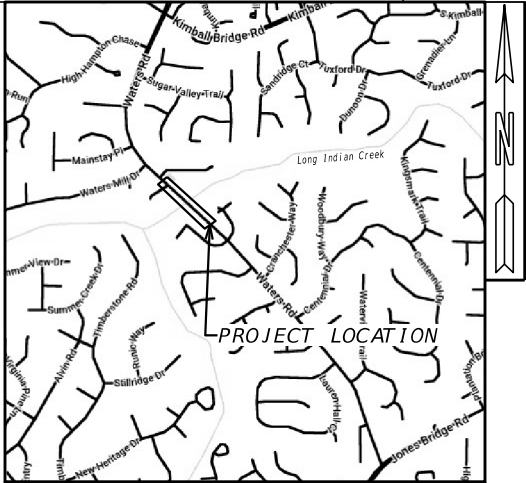
Costs associated with the bridge replacement is significant. GDOT has allocated \$1M towards design, \$1.46M towards ROW, \$80k for utility relocations, and \$3.3M for construction. All in all, GDOT is funding \$5.8M and the City's obligation is \$100k.

ALTERNATIVES:

Do not execute the agreement and the City will pursue alternative means to fund the bridge replacement project.

ATTACHMENTS:

1. Water Road Bridge Exhibit
2. Waters Road Bridge = GDOT MOA
3. LOCBR - Guidance for Estimating ROW Contributions for Local Governments



LOCATION SKETCH

DESIGN DATA:
TRAFFIC A.D.T.: 9425 (2026)
TRAFFIC A.D.T.: 11500 (2046)
TRAFFIC D.H.V.: 1225 (2046)
DIRECTIONAL DIST: 62%
% TRUCKS: 2%
24 HR. TRUCKS %: 2.5%
SPEED DESIGN: 35 MPH

LOCATION & DESIGN
APPROVAL DATE:

FUNCTIONAL CLASS:
MAJOR COLLECTOR

THIS PROJECT IS 100% IN
FULTON COUNTY AND IS
100% IN CONG. DIST. NO. 6.

PROJECT DESIGNATION:
EXEMPT

THIS PROJECT HAS BEEN PREPARED
USING THE HORIZONTAL GEORGIA
COORDINATE SYSTEM OF 1984 (NAD
1983)/94 WEST ZONE, AND THE NORTH
AMERICAN VERTICAL DATUM (NAVD)
OF 1988.

BEGIN PROJECT
STA. 107+00.00
N=1469850.898
E=2268555.987

BEGIN CONSTRUCTION
STA. 108+00.00

INTERSECTION
CS 1472/WATERS RD
STA 110+74.22
SHIRAZ LN
STA 201+18.94

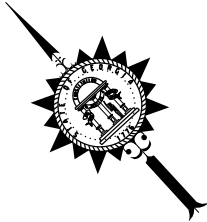
THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY
INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED
UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS.
HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT
BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS
SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PLAN AND PROFILE OF PROPOSED
CS 1472/WATERS ROAD
AT LONG INDIAN CREEK

FEDERAL AID PROJECT
FULTON COUNTY

FEDERAL ROUTE No.: N/A
STATE ROUTE No.: N/A
P.I. No.: 0016599



NOTE :
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2023
CONSTRUCTION STANDARDS AND DETAILS BOOK AND ATTACHED APPLICABLE
REVISIONS. THE 2023 CONSTRUCTION STANDARDS AND DETAILS BOOK IS
AVAILABLE AT:
<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>
ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERCEDE THE 2023
CONSTRUCTION STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH
THERE IS A CONFLICT.

NOTE :
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS,
WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE
USED IN CONNECTION WITH THIS DOCUMENT, TO " STATE HIGHWAY
DEPARTMENT OF GEORGIA ", " STATE HIGHWAY DEPARTMENT ", " GEORGIA
STATE HIGHWAY DEPARTMENT ", " HIGHWAY DEPARTMENT ", OR
" DEPARTMENT " WHEN THE CONTEXT THEREOF MEANS THE STATE
HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN
THE DEPARTMENT OF TRANSPORTATION.

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6745 Sugarloaf Parkway, Suite 100
Duluth, GA 30097
770.447.8999 - www.chacompanies.com

PLANS PREPARED
BY : DESIGN

RECOMMENDED FOR
SUBMISSION BY : DESIGN

RECOMMENDED FOR
APPROVAL BY : STATE DESIGN ENGINEER

DATE	CHIEF ENGINEER
PLANS COMPLETED	- -
REVISIONS	

LENGTH OF PROJECT	
COUNTY No. 121 Project No. 0016599	
MILES	
NET LENGTH OF ROADWAY	0.197
NET LENGTH OF BRIDGES	0.016
NET LENGTH OF PROJECT	0.213
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.213



DRAWING No.

01-0001

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF ALPHARETTA
FOR
RIGHT OF WAY**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and **City of Alpharetta**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. **0016599 – CS 1472/Waters Road at Long Indian Creek** (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

WHEREAS, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

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

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

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
 - a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of **one hundred thousand dollars (\$100,000.00)** to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
 - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

3. COMPLIANCE WITH APPLICABLE LAWS.

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "'Drug Free Workplace Act'" have been complied with in full, as stated in **Appendix A** of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state

and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

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

4. MISCELLANEOUS

- a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

GEORGIA DEPARTMENT OF TRANSPORTATION Attn: Neoma Walker Title: Bridge Program Manager Address: 600 West Peachtree NW, Atlanta, GA 30308 Phone: 404-985-1545 Email: nwalker@dot.ga.gov	CITY OF ALPHARETTA Attn: Title: Address: Phone: Email:
--	---

- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF
TRANSPORTATION

CITY OF ALPHARETTA

By: _____

By: _____

Name: Russell McMurry

Name: _____

Title: Commissioner

Title: _____

Attest: _____

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____

This Agreement approved by Local Government,
the _____ day of _____, 20__.

FEIN: _____

APPENDIX A
CERTIFICATION OF LOCAL GOVERNMENT
DRUG FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____
whose address is _____ and it is also certified that:

1. The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia Annotated, relating to the ""Drug Free Workplace Act"" have been complied with in full; and
2. A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification:

""As part of the subcontracting agreement with _____
_____, _____ certifies to the LOCAL
GOVERNMENT that a drug free workplace will be provided for the subcontractor's employees
during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official
Code of Georgia Annotated Section 50 24 3""; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

Name: _____

Title: _____

APPENDIX B
CERTIFICATION OF COMPLIANCES
WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

Date

Signature
Name: _____
Title: _____

Appendix C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF ALPHARETTA
Solicitation/Contract No./ Call No. or Project Description:	0016599 – CS 1472/ Waters Road at Long Indian Creek

CONTRACTOR AFFIDAVIT

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

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

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

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent
of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

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

Notary Public

[NOTARY SEAL]

My commission expires: _____

DATE: January 17, 2019

FROM: Bill DuVall, State Bridge Engineer

TO: File

RE: Local Bridge Replacement Program (LOCBR) – Guidance for Estimating Right-of-Way Contributions by Local Governments

The Local Bridge Replacement Program (LOCBR) relies on a commitment of the local government contributing to the project in the right-of-way phase. The Department funds preliminary engineering, utility coordination, construction, and a portion of the right-of-way phase in this Program. After the local government's initial letter of support is received, a Memorandum of Agreement (MOA) is drafted to include the local government's portion of the right-of-way phase. Guidance for estimating the amounts will be based on a project's anticipated complexity as defined in the following table:

Level of complexity	Local Government Contributing Amount to ROW Phase ¹	Notes
Tier 1	\$50,000	Utilizes offsite detour with candidate bridge restored in-place.
Tier 2	\$75,000	Likely on-site detour or potentially stage construction with greater footprint than Tier 1.
Tier 3	TBD (\$100,000 or as determined by ROW recommendation)	Defined as more complex bridge replacement, (potentially off-set alignment) with larger impacts than Tier 2.

¹Right-of-way impacts will be minimized by way of practical bridge design and any additional right-of-way costs or needs determined after the execution of the MOA will be the Department's responsibility. Any unused portion of the requested amount will be refunded to the local government.

Local Bridge Replacement Program (LOCBR) Letter

January 17, 2019

Page 2

Tiers are determined by committee of the State Bridge Engineer, Bridge Program Specialist and Bridge Program Manager with recommendation from the Bridge Program Management Team. Based on the tier assigned to the candidate bridge, the local government will be required to submit the requested amount as provided in the MOA. Both the letter of support and contributed amount must be received prior to the initiation of the project development. The Department will acquire the necessary right-of-way and let the project to construction.

Guidance for estimating the right-of-way costs will be re-evaluated periodically for subsequent batches of LOCBR projects. The values in the table may be modified based on observed trends with current and previous LOCBR projects.

If you have any questions or comments concerning this project, please contact Carol Kalafut of the Office of Bridge Design at ckalafut@dot.ga.gov or (404) 631-1882.

cc: Kim Nesbitt, Office of Program Delivery
Attn.: Chandria Brown and Sean Phar

WMD:CIK

Concur:



Director of Engineering

Approved:



Chief Engineer

2/4/19



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: March 18, 2024

AGENDA ITEM:

Purchase Approval: Replacement of Four Public Safety Vehicles

Consideration of approval to purchase four (4) public safety vehicles in a total amount of \$265,556.44, which includes purchasing four (4) replacement vehicles from Wade Ford through the competitively procured State Contract 99999-001-SPD0000183-0006, totaling \$177,152 and upfitting the four (4) replacement vehicles from Dana Safety Supply Inc. through the City's competitively procured On-Call Public Safety Vehicle Upfitting contract totaling \$88,404.44, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase of four (4) public safety vehicles in a total amount of \$265,556.44, which includes purchasing four (4) replacement vehicles from Wade Ford through the competitively procured State Contract 99999-001-SPD0000183-0006, totaling \$177,152 and upfitting the four (4) replacement vehicles from Dana Safety Supply Inc. through the City's competitively procured On-Call Public Safety Vehicle Upfitting contract totaling \$88,404.44, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE TOTAL COST FOR THIS REQUEST IS \$265,556.44. FUNDING IS PROVIDED THROUGH THE RISK MANAGEMENT FUND.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Risk Management Fund - PS Vehicle Replacement (insurance recoveries); 60015550-552201	\$68,464.22
Risk Management Fund - PS Vehicle Replacement (general claims funding); 60015550-5522010	\$197,092.22
Risk Management Fund (non-allocated); 60015550-579000	-\$197,092.22

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The Department of Public Safety requests approval to purchase four (4) vehicles (and upfitting) that were totaled.

The four (4) wreck replacements will be funded through the Risk Management Fund, totaling \$265,556.44. These vehicles will replace the following units, which were totaled in accidents.

- 2G1WD5E37G1121811 2016 Chevrolet Impala
- 2G1WD5E31G1117575 2016 Chevrolet Impala

- 1FM5K8AR3JGB34419 2018 Ford Explorer
- 1FM5K8AR9GGC14980 2016 Ford Explorer

The above vehicles will be replaced with four (4) 2024 Utility Police Interceptor Explorers. Approval is being requested herein for the following:

- Purchase of four (4) replacement vehicles from Wade Ford through the competitively procured State Contract 99999-001-SPD0000183-0006 for an amount totaling \$177,152.00.
- Upfitting four (4) replacement vehicles from Dana Safety Supply Inc. through the City's competitively procured On-Call Public Safety Vehicle Upfitting contract totaling \$88,404.44.

Funding for the replacement of the totaled vehicles (including upfitting) is being provided through the Risk Management Fund. It comprises of insurance recoveries related to the totaled vehicles (\$68,464.22) and general claims funding (\$197,092.22).

ALTERNATIVES:

Council could deny the request to replace these four (4) PS vehicles.

ATTACHMENTS:

1. SO# 494404 - Alpharetta (Patrol SUV)
2. Wade Ford 2024 Explorer

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	494404-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/20/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	PIU	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	EMPLB014F2-3GF SOI 55" MPower lightbar BW frt, BA Rear, RA Tips Warehouse: ATLA			1,798.0000	1,798.00
1	1	Y	MISC AFS REAR MOUNT LIGHTSTICK-FORD PIU Warehouse: ATLA Lights NOT Included Requires (6) MPower 3 wire, Screw mount lights Includes Wire harness for 3 wire			485.0000	485.00
2	2	Y	#RVID-SO6-FIU-HO EMPSCG2SMS4D SOI, MPWR FASCIA C-N-G, 4", SM, BLK HSG, RED/WHT Warehouse: ATLA 4" 3-Wire Light w/ Screw Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White			110.2500	220.50
4	4	Y	EMPSCG2SMS4M SOI mpower Fascia 4" 3-wire Warehouse: ATLA			110.2500	441.00

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Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: ATLA NO SOI CONFIG ONLINE On Hatch above tag to shine back when hatch is open or on lip of hatch when open			110.2500	220.50
1	1	Y	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: ATLA			746.2800	746.28
4	4	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ATLA			204.3000	817.20
4	4	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: ATLA			77.4000	309.60
1	1	Y	PSRNMCI SOI Replacement Microphone & Strain Relief for #ETSA48 Warehouse: ATLA Replacement Microphone & Strain Relief for #ETSA481RSP, #ETSA482RSP			65.0000	65.00
1	1	Y	PSRN4MCEXT SOS MIC EXTENSION CABLE Warehouse: ATLA			58.0000	58.00

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Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: ATLA			280.8000	280.80
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA			228.1500	228.15
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA 100J series composite speaker w/ universal bail brkt-100 watt			169.0000	338.00
1	1	Y	ETSKLF100 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: ATLA			438.3000	438.30
1	1	Y	ETSSLFVBK07 SOI 2020 PIUT AFTERSHOCK MNT BRACKET PASS. Warehouse: ATLA			29.5800	29.58
4	4	Y	EMPS4STS5RBW SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU/WHT Warehouse: ATLA HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 18 LED, Tricolor - Red/Blue/White **Mounted in upper Channel**			122.4000	489.60

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/20/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	PIU	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jake Porter			JAKE PORTER-Atlanta	J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4" , QM, BLK HSG, RED/BLU/WHT Warehouse: ATLA		122.4000	244.80
2	2	Y	**Mounted on side of bumper** EMPS4STS5RBW SOI, MPWR HD, 4" , STM, CLR HSG, RED/BLU/WHT Warehouse: ATLA HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 18 LED, Tricolor - Red/Blue/White		122.4000	244.80
4	4	Y	**Mounted under side Mirrors** PMP4BZL01B SOI 4" MPOWER HD BLACK BEZEL Warehouse: ATLA		10.8000	43.20
2	2	Y	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: ATLA		18.4500	36.90
2	2	Y	EMPS4STS5RBW SOI, MPWR HD, 4" , STM, CLR HSG, RED/BLU/WHT Warehouse: ATLA HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 18 LED, Tricolor - Red/Blue/White **Mounted on rear doors at B pillar**		122.4000	244.80

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Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	PMP4BKRKLB SOI, Rock Mount Bracket Warehouse: ATLA			19.3500	38.70
4	4	Y	EMPS4STS5RBW SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU/WHT Warehouse: ATLA HD 4" Light, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Clear Lens, 18 LED, Tricolor - Red/Blue/White **Mounted in Rear side cargo window x2 per side**			122.4000	489.60
2	2	Y	PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: ATLA			15.7500	31.50
1	1	Y	ECVDMLTALDC SOUND OFF RED/WHITE DOME LIGHT CHARGER / PI SED/S Warehouse: ATLA Front Cabin			70.6500	70.65
1	1	Y	3SRCCDCR WEC 3" RND SUPER-LED COMPARTMENT SPLIT R/C Warehouse: ATLA RED & WHITE LEDS HAVE SEPERATE CONTROLS ***** Prisoner Compartment area - Assigned to Multi press button			59.0000	59.00

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Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA **1 in cargo Area, 1 on rear Hatch**			46.3500	92.70
1	1	Y	Wire to toggle on D Pillar 36-2125 WESTIN 2020 FORD PI UTILITY PUSH BUMPER Warehouse: ATLA			309.0000	309.00
1	1	Y	36-2125PB WESTIN 2020 FORD PI UTILITY PIT BAR Warehouse: ATLA			319.0000	319.00
1	1	Y	36-6005SMP4 WESTIN 4 head top chanel for SOS Mpower Warehouse: ATLA			34.0000	34.00
1	1	Y	36-2125WC WESTIN WIRE COVER - PART Warehouse: ATLA			34.0000	34.00

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07/20/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	PIU	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	GK10301S1U SMC T-RAIL DUAL WEAPON MT - 1 STD & 1 UNIV Warehouse: ATLA INCLUDES 1 STD SHOTGUN HEAD & 1 UNIVERSAL RIFLE HEAD TYPE OF KEYS DESIRED - SEE ATTACHED SPECIFIC WEAPONS FORM *****			376.0000	376.00
1	1	Y	PK1126ITU20TM SMC #10XL C Horizontal Sliding Window Warehouse: ATLA Coated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen XL Panel Partition TM (Tall Man)			762.8000	762.80
1	1	Y	QK0635ITU20 SMC Full Replacement Transport Seat TPO Plastic Warehouse: ATLA with Center Pull Seat Belts & #12 Expanded Metal Cargo Partition			1,112.3000	1,112.30
1	1	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: ATLA			230.3000	230.30
1	1	Y	MISC TruckVault Warehouse: ATLA			3,017.7500	3,017.75

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Telephone: 800-845-0405

Sales Quote No.	494404-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
07/20/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	PIU	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	425-6162 JOTTO, CONSOLE Warehouse: ATLA			298.3100	298.31
1	1	Y	425-6674 JOTTO floor plate for 2020 int suv Warehouse: ATLA			170.9500	170.95
1	1	Y	425-6295 JD EQUIPMENT BRACKET FOR CONSOLE Warehouse: ATLA			0.0000	0.00
1	1	Y	425-6281 JOTTO 425-6281 ETSA48xRSR SOUNDOFF FACEPLATE Warehouse: ATLA			0.0000	0.00
1	1	Y	425-3704 JOTTO DUAL INTERNAL CUP HOLDER Warehouse: ATLA			59.6600	59.66
1	1	Y	425-6053 JD 3 INCH CONSOLE FILLER PLATE Warehouse: ATLA			0.0000	0.00

Print Date	07/31/23
Print Time	04:18:39 PM
Page No.	8

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	494404-D
Customer No.	ALPHA

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07/20/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	PIU	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	425-0017 JOTTO PT Hinged Brother Armrest Warehouse: ATLA Designed to mount to either horizontal or vertical, Jotto Desk’s new Hinged Brother Armrest is an easy to use flip-up armrest and printer mount all in one. Engineered for the installer, the Brother Hinged Armrest works with Floor Plates or Consoles, the height is adjusted with simple hand tools, and Cable strain relief protects connectors on the printer from damage. Created with the user in mind the armrest position can be adjusted for the user’s preference. The Hinged Brother Armrest fits the Brother PocketJet 6/7 Printer and paper roll.			427.8000	427.80
1	1	Y	425-5010-5215 JD Laptop Mount Ford PIU 2020 cable Warehouse: ATLA			390.0800	390.08
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: ATLA			34.0000	68.00
2	2	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: ATLA			18.0000	36.00
1	1	Y	MISC Lind Power Supply #USBC100-5461 Warehouse: ATLA			142.0000	142.00

Print Date	07/31/23
Print Time	04:18:39 PM
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Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	PJ822 BRO POCKET JET 8 (THERMAL PRINTER W/ USB Warehouse: ATLA			376.0000	376.00
1	1	Y	LB3692 BROT 14' DIRECT WIRE 12 VDC POWER CORD Warehouse: ATLA			26.9500	26.95
1	1	Y	14.0434 ABLE2 Multi-Port Accessory Box with USB Warehouse: ATLA			39.0000	39.00
1	1	Y	T52217B TIGERTOUGH2020 Ford Police Interceptor Utility With I Warehouse: ATLA 2020 Ford Police Interceptor Utility With IronBand Driver's Bucket - Black Tactical			189.0500	189.05
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT - Utility Rocket Warehouse: ATLA			295.0000	295.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT - Motorola Radio Warehouse: ATLA			195.0000	195.00

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Entered By			Salesperson	Ordered By	Resale Number	
Jake Porter			JAKE PORTER-Atlanta	J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA Front Windows 20% Entire Front Windshield 50%		375.0000	375.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA		395.0000	395.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: ATLA		325.0000	325.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA		2,595.0000	2,595.00
2	2	Y	SBT201 BLUELINE SEATBELT LOCK- TOP BUTTON Warehouse: ATLA		56.0000	112.00
4	4	Y	MISC SeatBelt Lock Keys Warehouse: ATLA		2.5000	10.00
1	1	Y	HINVI-2-6 HINVI - Non Visible Personal Safety Lighthead Warehouse: ATLA HINVI - Non Visible, Personal Safety Lighthead, 9-32v Surface mount		208.0000	208.00

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Entered By			Salesperson		Ordered By		Resale Number
Jake Porter			JAKE PORTER-Atlanta		J. hickel		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	NONSTOCK Mounting bracket for UV light Warehouse: ATLA			15.0000	15.00
1	1	Y	GRAPHICS GRAPHICS FOR VEHICLE - reflective Warehouse: ATLA THIS DOES NOT INCLUDE LABOR FOR GRAPHICS INSTALL. Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			595.0000	595.00

Print Date	07/31/23
Print Time	04:18:39 PM
Page No.	12

Printed By: Jake Porter

Subtotal	22,101.11
Freight	0.00
Order Total	22,101.11

**2024 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)**

STD: CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRRORS/DRIVER SEAT, PURSUIT RATED TIRES

WADE FORD GOVERNMENT SALES CENTER: 3860 South Cobb Drive, Smyrna, GA 30080**Account Manager: Roger Moore (rmoores@wade.com) D: 678-460-3881 C: 770-527-9041**

POWERTRAIN *AWD STANDARD*					AUDIO/VIDEO				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	STD	3.3L V6 HYBRID	\$ -	\$ -		47E	12.1" Integrated Computer Screen	\$ 2,709	\$ -
1	99B/44U	3.3L V6 Flex Fuel (Req. 98F)	\$ (2,343)	\$ (2,343)	1	87R	Rear View Camera (Mirror Display)	\$ -	\$ -
	99C/44U	3.0L EcoBoost	\$ 938	\$ -	1	19V	Rear View Camera On-Demand	\$ 228	\$ 228
EQUIPMENT GROUP					DOORS/LOCKS				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	65U	Interior Upgrade Package	\$ 385	\$ -		52P	Hidden Door-Lock Plunger w/door INOP	\$ -	\$ -
	66A	Front Headlamp Lighting Solution	\$ 883	\$ -	1	68G	Rear-Door Handles INOP (w/52P)	\$ 71	\$ 71
	86T	Tail Lamp Housing	\$ 59	\$ -		18D	Global Lock/Unlock Feature	\$ -	\$ -
	66B	Tail Lamp Lighting Solution	\$ 425	\$ -	1	55F	Remote Keyless - Entry Fob	\$ 336	\$ 336
	66C	Rear Lighting Solution	\$ 449	\$ -	KEYS *Not Available w/Perimeter Anti-Theft Alarm (593)*				
	67H	Ready for the Road Package	\$ 3,548	\$ -	Order	Option	Description	Price	Total
	67U	Ultimate Wiring Package	\$ 552	\$ -		59E	Keyed Alike - 1435x	\$ 49	\$ -
	67V	Police Wire Harness Connector Kit	\$ 183	\$ -		59B	Keyed Alike - 1284x	\$ 49	\$ -
KEY EXTERIOR OPTIONS						59D	Keyed Alike - 0135x	\$ 49	\$ -
Order	Option	Description	Price	Total		59F	Keyed Alike - 0576x	\$ 49	\$ -
	41H	Engine Block Heater	\$ 86	\$ -		59J	Keyed Alike - 1111x	\$ 49	\$ -
	153	License Plate Bracket (Front)	\$ -	\$ -		59C	Keyed Alike - 1294x	\$ 49	\$ -
LAMPS/LIGHTING						59G	Keyed Alike - 0151x	\$ 49	\$ -
Order	Option	Description	Price	Total	FLOORING/SEATS				
1	43D	Dark Car Feature	\$ 25	\$ 25	Order	Option	Description	Price	Total
	942	Daytime Running Lamps	\$ 44	\$ -		16C	1st 2nd Row Carpet Floor	\$ 124	\$ -
	17T	Dome Lamp - Red/White (Cargo)	\$ 49	\$ -		88F	2nd Row Cloth Seats	\$ 59	\$ -
	21L	Front Warning Aux Light	\$ 543	\$ -				\$ -	\$ -
	96W	Front Interior Windshield Light	\$ 1,130	\$ -		87P	Power Passenger Seat	\$ 321	\$ -
	60A	Pre-Wiring for Grill LED/Siren	\$ 49	\$ -		85S	Front Console Plate - Delete	\$ -	\$ -
	43A	Rear Aux Liftgate Lights	\$ 390	\$ -		85R	Rear Center Seat - Delete	\$ 44	\$ -
	63L	Rear Quarter Glass Side Lights	\$ 568	\$ -	SAFETY & SECURITY				
	96T	Rear Spoiler Traffic Lights	\$ 1,475	\$ -	Order	Option	Description	Price	Total
	63B	Side Market LED (Req. 60A)	\$ 287	\$ -		90D	Ballistic Panels Lvl III+ (Driver)	\$ 1,565	\$ -
SPOT LIGHT PREP KITS						90E	Ballistic Door Panels (Front)	\$ 3,128	\$ -
Order	Option	Description	Price	Total		90F	Ballistic Panels Lvl IV+ (Driver)	\$ 2,384	\$ -
	51P	Spot Lamp Prep Kit (Driver Side)	\$ 139	\$ -		90G	Ballistic Panels Lvl IV+ (Front)	\$ 4,768	\$ -
	51W	Spot Lamp Prep Kit (Dual Side)	\$ 277	\$ -	1	55B/54Z	BLIS - Blid Spot Monitoring	\$ 538	\$ 538
SPOT LAMP - LED BULB						68B	Police Perimeter Alert	\$ 667	\$ -
Order	Option	Description	Price	Total		76P	Pre-Collision Assist	\$ 148	\$ -
1	51R	Spot Lamp - Driver (Unity)	\$ 390	\$ 390	1	549	Mirrors - Heated Sideview	\$ 59	\$ 59
	51T	Spot Lamp - Driver (Whelen)	\$ 414	\$ -		593	Perimeter Alarm (Req.55F)	\$ 118	\$ -
	51S	Spot Lamp - Dual (Unity)	\$ 611	\$ -		47A	Police Engine Idle Feature	\$ 256	\$ -
	51V	Spot Lamp - Dual (Whelen)	\$ 656	\$ -	1	76R	Reverse Sensing System	\$ 272	\$ 272
BODY					MISC				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	92G	Delete Privacy Glass	\$ 118	\$ -	1	17A	Aux Air Conditioning	\$ 602	\$ 602
	92R	Delete Privacy Glass (2nd Row ONLY)	\$ 84	\$ -	1	16D	Badge Delete	\$ -	\$ -
	76D	Deflector Plate	\$ 331	\$ -		63V	Cargo Storage Vault	\$ 242	\$ -
WHEELS						19K	H8 AGM Battery	\$ 108	\$ -
Order	Option	Description	Price	Total		60R	Noise Suppression Bonds	\$ 99	\$ -
1	STD	Chrome Center Caps	\$ -	\$ -		18X	100 Watt Siren/Speaker	\$ 311	\$ -
	65L	Wheel Covers (18" Full Face)	\$ 59	\$ -	1	61B	OBDII Split Connector	\$ 55	\$ 55
	64E	18" Painted Aluminum Wheel	\$ 469	\$ -				\$ -	\$ -
						401	CTECH Cop Box	\$ 1,895	\$ -

Order	Option	Description
	YZ	Oxford White
1	AG	Agate Black
	M7	Carbonized Grey
	JS	Iconic Silver Metallic
	YG	Medium Titanium Metallic
	LK	Dark Blue
	LM	Royal Blue
	J1	Kodiak Brown Metallic
	JL	Dark Toreador Red Metallic
	BU	Medium Brown Metallic
	E3	Arizona Beige Metallic
	E4	Vermillion Red
	FT	Blue Metallic

Quote Date

Enter
Miles

50	Delivery	\$ 100
UPFIT		\$ -
ESP125*	Premium Care Service Plan (5yr/125,000)	\$ 3,050 \$ -

*Comprehensive repair protection

TOTAL per Vehicle \$ 44,288**Quantity Requested****ORDER TOTAL \$ -****Contact Information:**

Agency Alpharetta PD
Contact J. Hickel
Address 2565 Old Milton Parkway, Alpharetta, GA 30009
Phone 678-758-2274
Email jhickel@alpharetta.ga.us



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: March 18, 2024

AGENDA ITEM:

Purchase Approval: One Vehicle for the Fire Department

Consideration of approval of the purchase one (1) vehicle in an amount totaling \$71,744.21, which includes purchasing one (1) Chevrolet Silverado from Hardy Chevrolet through the competitively procured State Contract 99999-001-SPD0000183-0002 for \$52,939.80 and upfitting this vehicle from Dana Safety Supply Inc. through the City's competitively procured On-Call Public Safety Vehicle Upfitting contract totaling \$18,804.41, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase one (1) vehicle in an amount totaling \$71,744.21, which includes purchasing one (1) vehicle from Hardy Chevrolet through the competitively procured State Contract 99999-001-SPD0000183-0002 for \$52,939.80 and upfitting this vehicle from Dana Safety Supply Inc. through the City's competitively procured On-Call Public Safety Vehicle Upfitting contract totaling \$18,804.41, and authorizing 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: THE TOTAL PROJECT COST FOR THIS REQUEST IS \$71,744.21. FUNDING IS PROVIDED THROUGH THE PS FLEET REPLACEMENT ACCOUNT.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Fleet Replacement 30131150 542200 C1202	\$71,744.21

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The Department of Public Safety requests approval to purchase one (1) vehicle (and unfitting) that is up for replacement.

The purchase of one (1) vehicle from Hardy Chevrolet as per State Contract 99999-001-SPD0000183-0002, priced at \$52,939.80. The selected model is a PPV (Police Pursuit Vehicle) Silverado, chosen for its alignment with our requirements, availability on the state contract, and cost-effectiveness compared to custom-building a similar truck not covered by the state contract. The Silverado boasts factory specifications optimized for upfitting, a specialized package tailored for emergency response driving, and additional advantages. Enhanced features such as upgraded engine cooling, brakes, sport-tuned suspension, high output alternator, power seat, and other enhancements render it ideally suited for our fire department's needs, ensuring durability and functionality in our intended applications.

Also, approve the upfitting of this vehicle from Dana Safety Supply Inc. through the City's competitively procured

On-Call Public Safety Vehicle Upfitting contract totaling \$18,804.41.

ALTERNATIVES:

Council could deny the purchase of the fleet replacement vehicle.

ATTACHMENTS:

1. Hardy Chevrolet 2024 Chevrolet Pursuit Silverado 1500
2. SO# 497597 - Alpharetta 1500

Hardy Chevrolet
2024 Chevrolet Pursuit
Colt Deems, Fleet Sales

2024 SILVERADO - PPV (9C1) Standard Equipment : 4WD - V8 · Auto · A/C · AM/FM/BT · Power Windows · Locks, & Mirrors · Power Drivers Seat · Cloth Bucket Seats w/ No Console · Vinyl Rear Seat · Tilt Steering Wheel · Cruise Control · Remote Keyless Entry · Vinyl Floor Covering · Rear View Camera · Auxiliary Battery			\$49,542.80
Available Options:	place "x" if desired	Cost	
Admin. Package (Carpet, Console)	X	1,263.00	1,263.00
Inoperable Inside Door Handle, Windows, Locks		258.29	0.00
SPRAY BEDLINER	X	545.00	545.00
Z7X 2" LIFT		1,200.00	0.00
QK2 MULTI FLEX TAILGATE		445.00	0.00
C49 REAR DEFOGGER	X	225.00	225.00
Spot lamp LED		1,020.00	0.00
AKO DEEP-TINTED GLASS FACTORY	X	264.00	264.00
Grill Lamp & Speaker Wiring		264.00	0.00
Wig-Wag Head/Tail (factory) 6J7		130.00	0.00
4WD (5W4 non-Pursuit)		-650.00	0.00
VT2 6" STEP BARS BLACK	X	950.00	950.00
Delivery	X	150.00	150.00
Exterior Color(Add Number of Units Per Color)			
Black Summit White RED HOT SLATE GREY Midnight Blue Metallic DARK ASH Metallic Sterling Gray Metallic special paint(Additional Charge \$500.00) 1			
Total Per Unit Price		\$52,939.80	
Total Vehicles Ordered		1	
Total Purchase Order		\$52,939.80	

State Wide Contract # 99999-001-SPD0000183-0002
cdeems@hardyautomotive.com
Cell 706-844-6962 / Office 770-445-9411 x 198 / Fax 770-445-9659

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08/14/23	GROUND SHIPMENT			PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	MISC SOI Ext. Light Bar 55" NForce NXT, RW front RA Rear AW Warehouse: ATLA			2,220.7500	2,220.75
1	1	Y	MISC SOI MPower Traffic Controller, RA with AW tips Warehouse: ATLA #EMPTC00WXS			955.8000	955.80
1	1	Y	ENGSA5200HPP SOI, 500 SERIES HH 200W CNTRL, +VOICE PLBK Warehouse: ATLA			724.9500	724.95
1	1	Y	ENGLMK004 SOI 2020+ SILVERADO BLUEPRINT LINK Warehouse: ATLA **NOT SURE if This will Work on GMC Canyon**			318.6000	318.60
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: ATLA			243.3600	243.36
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ATLA			204.3000	408.60
2	2	Y	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: ATLA			77.4000	154.80

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Entered By			Salesperson		Ordered By		Resale Number
Jennifer Porter			JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ATLA 100J series composite speaker w/ universal bail brkt-100 watt			179.0000	358.00
8	8	Y	EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			110.2500	882.00
4	4	Y	EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ATLA NO SOI CONFIG ONLINE			110.2500	441.00
4	4	Y	PMP2BKEDGE Soundoff Edge Mount Bracket Warehouse: ATLA			9.0000	36.00
4	4	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ATLA			7.2000	28.80
4	4	Y	PMP2WDGS35B SOI 35 degree wedge for 4" mPower quick mo Warehouse: ATLA			4.5000	18.00

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jennifer Porter		JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
7	7	Y	EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ATLA		110.2500	771.75
1	1	Y	NO SOI CONFIG ONLINE PMP2BRK2LPF SOI LICENSE PLATE FRAME KIT FOR USE W/ (3) 4" MPOWE Warehouse: ATLA		17.5500	17.55
1	1	Y	ECVCSMLEDF SOI 12" SM INTERIOR CARGO LED LIGHT Warehouse: ATLA		46.3500	46.35
1	1	Y	DG6 DECKED DG6 - Truck Bed Storage System Warehouse: ATLA		1,395.0000	1,395.00
1	1	Y	CG1000-6348 KEYSTONE Bed Slide; CG Series; 1000 Pounds; 63 Inch Le Warehouse: ATLA		1,295.0000	1,295.00
1	1	Y	CAMPER SHELL A.R.E. CAMPER SHELL A.R.E. VSERIES Warehouse: ATLA		3,636.7200	3,636.72

Print Date	08/16/23
Print Time	03:51:21 PM
Page No.	3

Printed By: Jake Porter

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497597-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Jennifer Porter			JAKE PORTER-Atlanta	JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	C-VSW-2600-SILV HAV 12.5" Wide Flat 26" Vehicle-Specific Console for 2 Warehouse: ATLA C-VSW-2600-SILV 12.5" Wide Flat 26" Vehicle-Specific Console for 2019-2021 Chevrolet Silverado and GMC Sierra		584.4200	584.42
1	1	Y	C-HDM-214 HAV 8.5" TELESCOPING POLE, SIDE MOUNT Warehouse: ATLA		117.7600	117.76
1	1	Y	UT-1001 Hav Universal Rugged Cradle for approximately 11"-14" Warehouse: ATLA		216.3200	216.32
1	1	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: ATLA		42.8800	42.88
1	1	Y	C-APW-0548 HAV 5" Accessory Pocket Warehouse: ATLA 4.8" Deep for 3.3"W Section of Wide Consoles		21.0000	21.00
1	1	Y	MISC TigerTough Seat Cover GMC Sierra1500 #62128BLK Warehouse: ATLA		254.0000	254.00

Print Date	08/16/23
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Page No.	4

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Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	497597-D
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

(For Pickup - ATLA)
 ATLANTA WAREHOUSE
 4729 NELSON BROGDON BLVD
 SUITE C
 SUGAR HILL, GA 30518

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.u

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
08/14/23	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIERRA 1500	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Jennifer Porter		JAKE PORTER-Atlanta		JONATHAN HICKEL		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT - Radio Warehouse: ATLA APX4500 Radio Install Motorola		195.0000	195.00
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: ATLA 20% Front Doors & 50% windshield		325.0000	325.00
1	1	Y	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: ATLA		250.0000	250.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ATLA		2,295.0000	2,295.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: ATLA		550.0000	550.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days						

Print Date	08/16/23
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Printed By: Jake Porter

Subtotal	18,804.41
Freight	0.00
Order Total	18,804.41



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: March 18, 2024

AGENDA ITEM:

Request for Proposal 24-109: Firefighter Turnout Gear

Consideration of approval of the award of RFP 24-109 to Bennett Fire Products Co., Inc. for firefighter turnout gear, approval of a one-year contract, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 24-109 to Bennett Fire Products Co., Inc., a one-year contract for firefighter turnout gear, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Machinery and Equipment / 1003110 - 542100	\$60,000
Employee Uniforms / 10031500 - 531700	\$30,000

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The Department of Public Safety annually purchases Fire Department Structural Turnout Gear and Pull-on boots for our Firefighter personnel as either an initial issue or as a replacement for out-of-service gear. With this RFP, the City intends to award a 5-year non-exclusive contract to vendor(s) that best meet the requirements listed in the RFP.

The Department of Public Safety and Finance Department worked together to prepare a Request for Proposal (RFP 24-109) and advertised for proposals on November 16, 2023, with responses due originally on December 14, 2023. The procurement was extended for a week to allow potential offerors more time to prepare their submissions. With the one-week extension, proposals were due on December 21, 2023. Two due date reminders were sent to document takers to solicit submissions. The City only received one (1) proposal from Bennett Fire Products Co., Inc.

In FY2019, the last RFP received three (3) responsive submissions and one (1) non-responsive submission. The only difference in the RFP documents was the requirement for a convenient location for in-store fitting and ordering within a 40-mile radius of City Hall. The FY2019 RFP had a 75-mile radius, but we determined that 75 miles was too far and time-consuming for staff to drive for fittings.

Turnout gear is a highly specialized form of equipment with limited suppliers. Bennett Fire Products Co., Inc. has been a valued provider of turnout gear to the Fire Department. Their proposal meets all requirements of the Fire

Department turnout gear specifications. Bennett Fire Products even customized the turnout gear to accommodate the current bail-out system the firefighters utilize.

The Evaluation Committee evaluated the proposal based on the following:

- Company References (10%)
- Project Approach and Service Level (20%)
- Specification Compliance (30%)
- Cost (37%)
- Alpharetta Local Vendor preference (3%)

The resulting score for Bennett’s proposal was 90.5 points. The breakdown of the scoring is as follows:

Supplier	Total	A - Group 1 Administrative	B - Group 2 Technical	C - Group 3 Cost Proposal
	/ 100 pts	/ 3 pts	/ 60 pts	/ 37 pts
Bennett Fire Products Company, Inc.	90.50 pts	0 pts	53.50 pts	37 pts

The cost proposal was vetted to ensure competitiveness with the percentage off the retail proposal, exceeding comparable Bennett contracts elsewhere. Bennett is offering a 50% discount on current retail prices for jackets and trousers and a 31% discount on current retail boot prices.

The discounts are as follows:

1. The jacket's retail price for 2024 is \$3,848.18, and our bid price is \$1,928.00.
2. The trouser's retail price for 2024 is \$3,750.67, and your bid price is \$1,878.00.
3. The supreme boot's retail price for 2024 is \$832.00, and your bid price is \$574.00 per pair.

The turnout gear replacement schedule is non-standard and depends on the age of the underlying gear to be replaced. The National Fire Protection Association recommends a 10-year service life for turnout gear. Based on this life expectancy, the department anticipates the replacement of approximately 40 sets of gear in fiscal year 2025. Funding for replacement and initial-issue gear (e.g., new hires) is provided through the General Fund.

The Public Safety Department desires to enter into a one-year contract with Bennett Fire Products Company, Inc. The Department has sourced turnout gear from Bennett Fire for many years and found their product quality and service delivery exceptional. Therefore, the staff recommends the award of RFP 24-109 to Bennett Fire Products Company, Inc.

ALTERNATIVES:

The City Council could reject Bennett's proposal and issue a new competitive procurement.

ATTACHMENTS:

1. Solicitation Document
2. Bennett Fire Proposal
3. 2024-03-01 Contract 24-109 Firefighter Structural Turnout Gear

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: Firefighter Structural Turnout Gear
RFP Title: 24-109

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The no communication period starts on the issue date of this RFP November 16, 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 RFP.

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

2. Procurement Agent, Single Point of Contact

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

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

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

3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: December 14, 2023, 10:00 AM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
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 RFP.
4. Enter all questions, comments, and 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 RFP 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 on the project web page available to the public.
7. You are responsible for checking the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

4. Our Review of Proposals and Review Criteria:

1. The City will make investigations as necessary to ensure the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
2. We will first review all proposals to be sure that the proposal has basic requirements and information.
3. Some scoring may be Pass/Fail. Any proposal that Fails any part or section that is needed will be removed from further review and scoring.
4. The Review Team will only get correct proposals for review and scoring. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
5. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set-up a site visit; or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.
6. We will review and score each proposal using the criteria and percentage weights below:
 - a. Cover letter, business profile, and business information is required but not scored.
 - b. Required Forms are Pass/Fail.
 - c. Contact information and Contact for Legal Notices/Contract are required but are not scored.
 - d. Unique Entity ID / identifier used at SAM.gov, is not scored.
7. For all Offerors replying with Exceptions to the noted specifications:

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

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

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

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

WHAT WE WANT TO DO

1. General Description

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

The City's intent is to award a 5-year non-exclusive contract to one or more successful Offerors that supply the requested items. The City reserves the right to enter into contracts with multiple companies for Structural Turnout Gear and Pull-on Boots.

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

The successful Offeror shall have a convenient location for in-store fitting and ordering within a 40-mile radius of our City Hall, 2 Park Plaza, Alpharetta, GA.

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

2. Scope of Work

1. The Items requested in the RFP are:

- Protective Jacket for Structural Firefighting

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

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

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

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

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

4. Measuring and fitting shall be provided at the Offeror's site within a 40-mile radius of our City Hall. For large orders requiring the fitting of multiple fire personnel, the Offeror shall also provide on-site fitting at one or more of the City's fire stations if requested by the City at no extra charge to the City.

5. All items, jackets, pants, and boots shall be manufactured in the United States.

6. Replying to this RFP is confirmation that the Offeror can and does comply with information within this RFP. Any Exceptions must be noted in the Offeror's response.

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

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

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

2. Required Proposal Document Formats

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

- ☐ 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.

DOCUMENT 1 Title: Company Information*No points, but is required.*

- 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 a Brief Business Profile**, how long the individual/company submitting the Proposal has been in the business of providing services like those requested in this RFP.
 - B. **Business information**, including name and home office address. Identify whether this or another office address is responsible for the work of this project (measuring/fitting/ordering).
 - C. **Contact**, one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr., etc.)
 - mailing address,
 - telephone number, cell phone number, and
 - e-mail address.

DOCUMENT 2 Title: Company References**10 Points**

This document must be no more than one (1) page.

A. Company References.

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

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

DOCUMENT 3 Title: Project Approach and Service Level**20 Points**

This document must be no more than five (5) pages.

A. Project Approach/Service Level

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

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

DOCUMENT 4 Title: Cost Proposal Sample

37 Points

The Offeror should provide the pricing of each turnout gear item, including the percent markup above cost. The percent markup will be fixed for the life of the contract. The pricing may vary after year 1.

Year 1: The pricing provided in this proposal will be fixed for the first year of the contract. The Offeror must provide proof of current costs.

Years 2-5: Pricing can be adjusted to reflect changes in cost for the Offeror. Specifically, the Offeror will have the opportunity to submit proof of changes in cost to the City. The City will multiply the % markup times the revised cost base to arrive at the revised pricing. Requests for pricing adjustments must be made 90 days before the beginning of each new contract term year. The City will not unreasonably withhold acceptance of the Offeror's substantiated proposal for a price adjustment; however, the City may elect to propose alternate pricing or reject the proposal fully. Subsequent rates are guaranteed for a minimum of twelve (12) months.

Item	Regular Size		Note any Price Differences for Larger Sized Items				Percent Markup above Cost
	Note Regular	Regular	Note Large	Large	Additional Large	Additional Large	
	Size Range	Size Pricing	Size Range	Size Pricing	Size Range	Size Pricing	
Protective Jacket for Structural Fire							0.00%
Protective Pant for Structural Fire							0.00%
Structural Firefighting 14" Pull-On Boots							0.00%
Total		\$ -		\$ -		\$ -	

DOCUMENT 5 Title: Appendix A and B**30 Points**

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

Required Forms:

- We have provided a document file with three required forms. You must complete these forms and return them to us with every proposal.
- We prefer all three completed forms returned as one PDF file. However, we won't lower your score if you return the forms separately.
- Below are the required forms for all proposals:
 - A. **IRS Form W-9**
 - B. **Bidder's Disclosures and Certifications**
 - C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

- ❖ ***E-Verify side note:*** Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- ❖ 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 proposal.
- ❖ 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 RFP title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed

- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

D. Local Vendor Preference application is not a required document. 3 Points

Only if your company fits the requirements for a City of Alpharetta Local Vendor provide the completed application along with all requested information/documents.

3. 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:

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

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

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

1. SCOPE

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

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

_____ Comply _____ Exception

2. MATERIAL AND CONSTRUCTION

OUTER SHELL MATERIAL - JACKETS AND PANTS

The Kombat Flex™ (a.k.a. Kombat Flex™ with PBI® Technology) outer shell shall be constructed of 60/40 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. TENCATE shall manufacture the Kombat Flex™ material and must be treated with SSTÔ (SUPER SHELLTITE), a durable water-repellent finish that enhances abrasion resistance. Color of the garments shall be natural/gold.

_____ Comply _____ Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "CALDURA® ELITE SL2i"; with an approximate weight of 7.7 oz per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E-89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Kevlar® filament and FR rayon/para-aramid/nylon inherently wicking Caldura® face cloth. The

thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene-coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

_____ Comply _____ Exception

MOISTURE BARRIER - JACKETS AND PANTS

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

_____ Comply _____ Exception

SEALED MOISTURE BARRIER SEAMS

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

_____ Comply _____ Exception

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

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

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

_____ Comply _____ Exception

THERMAL PROTECTIVE PERFORMANCE

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

_____ Comply _____ Exception

STITCHING

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

_____ Comply _____ Exception

3. JACKET CONSTRUCTION BODY

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

_____ Comply _____ Exception

SIZING

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

27 inches in the front/31 inches long in the back. (women's)

29 inches in the front/33 inches long in the back. (standard)

32 inches in the front/36 inches long in the back.

35 inches in the front/39 inches long in the back.

The jacket shall be available in male and female patterns in even size chest measurements of two-inch increments and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

_____ Comply _____ Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1-inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it

is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

_____ Comply _____ Exception

LINER ACCESS OPENING - JACKET

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

_____ Comply _____ Exception

LOGOS

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

_____ Comply _____ Exception

RETROREFLECTIVE FLUORESCENT TRIM

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

_____ Comply _____ Exception

REINFORCED TRIM STITCHING

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

_____ Comply _____ Exception

SEWN ON RETROREFLECTIVE LETTERING

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

_____ Comply _____ Exception

LETTER PATCHHanging Letter Patch

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

_____ Comply _____ Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of specified moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of 5/8 inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of 5/8 inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self-material fabric hanger loop shall be sewn at the top of collar. The throat tab shall consist of a minimum 4-layer construction, and it shall be of a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3-inch piece of FR loop fastener tape shall be sewn horizontally to the each end of the throat tab and a 1 inch by 3 inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.

_____ Comply _____ Exception

JACKET FRONT

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

_____ Comply _____ Exception

STORM FLAP

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

_____ Comply _____ Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 20-inch size #10 heavy-duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____ Comply _____ Exception

SEMI-EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 8 inch wide by 8 inch high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the jacket. The rear of the pockets shall expand to a depth of 2 inches. *The semi-expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* Two rust-resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate water drainage. The pocket flaps shall be constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket

flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven backtacks, and the pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A separate hand warmer pocket compartment will also be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.

_____ Comply _____ Exception

SLEEVES

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

_____ Comply _____ Exception

SLEEVE CUFF REINFORCEMENTS

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

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

_____ Comply _____ Exception

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **PBI®/Kevlar® blend hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent

water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs on the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color-coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____ Comply _____ Exception

LINER SHOULDER THERMAL ENHANCEMENT PLUS ADDITIONAL THERMAL

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

_____ Comply _____ Exception

RADIO POCKET

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

_____ Comply _____ Exception

MICROPHONE STRAPS

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

_____ Comply _____ Exception

SELF STRAP WITH HOOK & LOOP

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

_____ Comply _____ Exception

4. PANT CONSTRUCTION

BODY

The shell's body shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to ensure accurate fit in a broad range of sizes.

_____ Comply _____ Exception

SIZING

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

_____ Comply _____ Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement shall serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants. The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front

fly opening to side seam. The back of the liner system shall be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. No hook and loop shall be used to close the liner access opening.

_____ Comply _____ Exception

RETROREFLECTIVE FLUORESCENT TRIM

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

_____ Comply _____ Exception

REINFORCED TRIM STITCHING

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

_____ Comply _____ Exception

WAISTBAND

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

_____ Comply _____ Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be threaded through an Ara-Shield® material strap. The strap shall measure a total of approximately 10 inches and shall be folded in half to create a double layer strap for the safety hook

to be threaded through. The double layer strap shall be folded in half and stitched to the waist area using three heavy duty bar tacks, for a finished strap length of approximately 2 ½ inches. A dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

_____ Comply _____ Exception

EXTERNAL / INTERNAL FLY FLAP

The pants shall have a left-handed opening and shall have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the right front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner, and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on the waist, shall be sewn to the leading edge of the left front body panel. The inside of the left front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material. The underside of the outside fly flap shall have a 1½-inch wide piece of FR loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier inserted between the two layers to ensure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside left front body panel, securing the fly in a closed position. Appropriate snap fastener halves shall be installed at the waistband's leading edge to further secure the pants in the closed position.

_____ Comply _____ Exception

KNEE

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

_____ Comply _____ Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of one layer of specified thermal liner and one layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal

enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less coverage area.

_____ Comply _____ Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to ensure proper coverage when bending, kneeling, and crawling. The knee reinforcements shall measure approximately 9 inches wide by 12 inches high and shall be double-stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable for replacement without opening the Major A seams of the outer shell of the pants.

_____ Comply _____ Exception

PADDING UNDER KNEE REINFORCEMENTS

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

_____ Comply _____ Exception

5. EXPANSION POCKETS

EXPANSION ESCAPE SYSTEM ROPE POCKET (Right)

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

_____ Comply _____ Exception

LEFT POCKET WITH ARASHIELD 3 PACK TOOL POUCH AND REFLECTIVE TRIM

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of the left leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two

layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A gray Arashield 3 pack tool pouch shall be sewn in. A row of 3" lime yellow scotchlite triple trim shall be sewn over the left pocket in the vertical position.

_____ Comply _____ Exception

PANT CUFF REINFORCEMENTS

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

_____ Comply _____ Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There shall be four attachments total - 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance shall be much like a horizontal belt loop to capture the suspender ends. A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders shall be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid. The rear ends of the suspenders shall be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders. Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders shall be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments shall then fold over and attach to themselves securing the suspender to the pants.

_____ Comply _____ Exception

SEAT

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and shall be graded to size. This feature in combination with other design elements shall maintain alignment of the knee directly over the knee pads when kneeling and crawling.

_____ Comply _____ Exception

TAKE UP STRAPS

The pants shall be equipped with two take up straps. The straps shall be constructed of approximate 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps and one pull-tab. The rear strap component shall be constructed of black Aramid twill. The rear strap shall measure 1 inch wide and approximately 5 inches long and shall be folded back to form a loop which shall hold a high-temp thermoplastic slide fastener. The slide fastener shall point toward the front. The opposite end of the strap shall be stitched to the pants with two rows of double-needle stitching. The front strap component shall measure approximately 1 inch wide by approximately 10 inches long. One end shall be folded back on itself to form a loop and the high-temp thermoplastic slide fastener from the other strap shall be captured within the loop. The opposite end of the front strap component shall be inserted through a high-temp thermoplastic buckle forming a loop and double-needle stitched to itself to secure the buckle in place. The opposite end shall be inserted through the buckle and shall be stitched to the pants with two rows of double-needle stitching. An approximate 1 inch by 1 ¾ inch black Aramid pull tab shall be secured to the buckle. The pull-tab shall be constructed of approximate 1 inch by approximately 4 inch black Aramid twill shall be looped through the opposite end of the buckle, folded in half and double-needle stitched to itself just below the buckle and at the opposite end. The take up strap pull-tabs shall pull toward the front to allow for adjustment. The overall finished length of the take up strap shall measure approximately 9 inches.

_____ Comply _____ Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs shall be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner shall also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature shall minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

_____ Comply _____ Exception

RAPPELLING HARNESS LOOPS

Each trouser shall have a series of 9 Harness loops around the waist and inner thigh. The loops shall be

constructed of a double layer of outer shell material and shall be of a 2-piece design – top and bottom. The top and bottom of each loop shall attach to each other with snap fasteners, FR hook, and loop fastener tape sewn to the ends to accommodate the donning of the harness. The loops shall be universally located to accept the Rappelling Harness worn outside the trousers. One additional loop shall be installed on the straight fly.

_____ Comply _____ Exception

6. OTHER SPECIFICATION REQUIREMENTS

THIRD-PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. The Underwriters Laboratories certification mark shall denote such certification.

_____ Comply _____ Exception

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information.

- Compliance with NFPA Standard #1971
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size

_____ Comply _____ Exception

Insurance Services Office (ISO) CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is ISO certified and registered by checking either "Yes" or "No" in the space provided.

_____ Yes _____ No

WARRANTY

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____ Comply _____ Exception

HOOK AND LOOP SUPPORT PROGRAM

The support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer, providing the garments are otherwise serviceable. This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

_____ Comply _____ Exception

SIZING BY OFFEROR

Both male and female sizing samples shall be available. Both male and female sizing samples shall be on hand for use when sizing. The Offeror shall be available to perform all sizing requirements within 48 hours of written notice. Measuring with a tape measure is not acceptable. Measuring shall be conducted at the Fire Stations as needed. Measuring on all three shifts shall be required, with two different measuring days per shift plus a makeup day.

_____ Comply _____ Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees to be trained on the capabilities and limitations of their Personal Protective Equipment. The selected Offeror shall provide the following:

The manufacturer shall provide local care and maintenance training. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion. An online class shall also be available at no additional charge.

_____ Comply _____ Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1-dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment. This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture

- Mark-For Data

This information shall be able to be imported into the manufacturer's web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

_____ Comply _____ Exception

LOANER GEAR PROGRAM

The manufacturer shall provide loaner gear for no charge for jackets or trousers sent back for warranty-related issues if they occur. This same loaner program shall also be available as a rental program in the event of an emergency contamination situation where gear has to be taken out of service.

_____ Comply _____ Exception

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

_____ Comply _____ Exception

FACTORY AND FACILITIES INSPECTION

The manufacturer shall provide and make available an inspection visit to confirm compliance to specifications at no expense to the Fire Department.

_____ Comply _____ Exception

PPE RECORD KEEPING

The manufacturer shall make available, at no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in the PPE record-keeping program and scanning the asset's barcoded serial number.

_____ Comply _____ Exception

Appendix B: Specifications for Structural Fire Fighting 14" Pull-On Boots**Instructions:**

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

NFPA and OSHA-Certified

This specification details design and materials criteria to afford protection to the lower legs and feet against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed current NFPA and OSHA standards for structural firefighters' protective clothing.

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

_____ Comply _____ Exception

General Design

14-inch Pull-On athletic footwear (cement construction) boot, black flame-resistant and water-resistant leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather-trimmed webbing pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel, liquid and chemical-resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 3D lasting board, molded composite heel counter, internal heel fit system, and a removable molded footbed as well as an additional insert for use in conjunction with the footbed.

_____ Comply _____ Exception

Slip Resistance

Boots must exceed the minimum test values for slip resistance (average of left and right foot) as detailed below to provide superior performance in dry, wet, and frosted ice conditions. Boots that do not exceed these minimums in all conditions shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request, showing the boots did exceed this requirement.

Test Method:	SATRA TM144:2011 Slip Resistance of Footwear and Floorings Load = 500 N
Dry Clay Quarry Tile:	Forepart > 1.00 Heel > 1.00
Wet Clay Quarry Tile:	Forepart > 0.60 Heel > 0.60
Frosted Ice -7°C Run 1:	Forepart = 0.28 Heel = 0.28
Frosted Ice -7°C Run 4:	Forepart > 0.12 Heel > 0.12

For maximum slip resistance, each outsole shall have Siping lines. Siping lines cut into flat areas open when flexed to provide additional traction on water and ice. The boot shall also include self-cleaning lugs and an omnidirectional tread pattern designed for superior performance in all terrains and when working on ladders.

_____ Comply _____ Exception

Flexibility

Boots must reach the Maximum Flex Angle of 48 degrees without exceeding the critical bending moment with a resulting stiffness index of less than 10.0, as detailed below, to provide maximum flexibility. Boots that do not meet this requirement shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request, showing the boots did meet this requirement.

Test Method: SATRA TM194:2004
Longitudinal stiffness of footwear

_____ Comply _____ Exception

FireStorm Leather

Boots shall be made from heavy-duty, flame-resistant, and water-resistant full-grain cattle hide leather measuring 2.0 – 2.2 mm of thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather shall be utilized in collar and flex areas for mobility. The leather shall be chrome-tanned to withstand high temperatures with minimal shrinkage, re-tanned to impart water resistance and low water absorption and finished to retain maximum breathability. Leather shall meet or exceed the following physical tests:

Water Penetration	ASTM D2099	15,000 flex minimum
Dynamic Water Absorption	ASTM D2099	15% maximum
Static Water Absorption	ASTM D6015	30% maximum
Slit Tearing Strength	ASTM D2212	30-pound minimum
Moisture Vapor Transmission	ASTM D5052	350 g/meter ² /24 hours minimum
Flame Resistance	NFPA 1971	after flame no more than 2.0 sec,

not melt or drip, no burn-through

☐ Comply ☐ Exception**CROSSTECH® Footwear Fabric**

A full-height, full sock bootie liner made from a package of Omaha lining fabric, 300g felt insulation, and CROSSTECH® moisture barrier shall be provided for a liquid-resistant and breathable moisture barrier as well as thermal protection as defined by the specified NFPA standards.

☐ Comply ☐ Exception**Athletic Footwear (Cement) Construction Outsole**

For optimum flexibility and comfort, boot shall include a VIBRAM® Synthetic Rubber Contoured Cup Outsole cemented to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. The outsole must be made from a flame, abrasion, oil, acid, and slip-resistant compound engineered for high-traction, cold-weather resistance, and durability. Goodyear welt or direct attach construction methods shall not be acceptable.

☐ Comply ☐ Exception**Bootie-Shield Liner**

A protective bootie shield of KEVLAR® fiber blend stitch bonded non-woven batting weighing 4.0 oz/yd² shall be positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional Flame Resistant (FR) protective bootie shield between the leather shell and the CROSSTECH® moisture barrier bootie shall not be acceptable.

☐ Comply ☐ Exception**Composite Safety Toe Cap**

The safety toe shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and will spring back to shape after impact. Must exceed NFPA standards for safety. Metal toe caps shall not be acceptable.

☐ Comply ☐ Exception**Padded Leather Collar**

The padded collar shall have a rolled top edge formed by folding over the leather to help the boots slide against the pants liner and reduce the potential for the pants liner to hang up on the top of the boots as well as to reduce abrasion against the wearer's calf.

☐ Comply ☐ Exception

Composite Penetration Resistant Insole Barrier

A composite insole shall provide penetration resistance to maximize flexibility and insulate from heat or cold transmission. Must exceed NFPA standards for safety. Metal plates shall not be acceptable.

_____ Comply _____ Exception

3D Composite Lasting Board

Molded, contoured, and lasted to boot uppers with a built-in flex zone in the forefoot and a torsionally stable heel. Flat fiberboard lasting boards shall not be acceptable.

_____ Comply _____ Exception

Composite Shank

The shank shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and springs back to shape better. Metal shank shall not be acceptable.

_____ Comply _____ Exception

Molded Heel Counter

Boots shall have a molded heel counter of water-resistant composite material individually molded to fit each size perfectly. Leather or fiberboard heel counters shall not be acceptable.

_____ Comply _____ Exception

Padded Shin Guard

Boots shall include a padded composite shin guard to provide extra protection when working on a ladder. Moisture-absorbing natural fiber padding shall not be acceptable.

_____ Comply _____ Exception

Synthetic Rubber Toe Bumper

Boots shall have a molded Flame Resistant (FR) synthetic rubber toe bumper to provide abrasion resistance when crawling. The toe bumper shall be cemented, and 2-needle stitched to the vamp.

_____ Comply _____ Exception

3M SCOTCHLITE™ Reflective Material

Boots shall have flame-resistant fluorescent yellow and silver 3M SCOTCHLITE™ reflective material sewn to both sides of the shaft for added visibility.

_____ Comply _____ Exception

Webbing Pull-Straps

Boots shall have NOMEX® webbing pull-straps with leather trim securely attached to the leather uppers by inserting into to collar seam to minimize stitching through the leather. Pull strength must be a minimum of 120 lbs when tested with a single handle.

_____ Comply _____ Exception

Internal Fit System

Boots shall have an anatomical foam insert that wraps around the top and sides of the heel with an opening to fit and hold the back of the heel securely while cushioning the ankle.

_____ Comply _____ Exception

Dual Density Enhanced 3D Molded Footbed System

Boots shall include removable dual density inserts, which shall be contoured to cradle and cushion the bottom of the foot and to provide arch support. The bottom layer shall be made of polyurethane foam for durable cushioning and support. The mid layer consists of a breathable microcellular foam with an antimicrobial fabric top layer which to wick moisture away from the foot. This layer molds to the foot to keep the foot cool. An additional polymer insert shall be provided to use in conjunction with the footbed for a snugger fit as needed.

_____ Comply _____ Exception

Sizes

Boots must be available in Men's full sizes 5 - 18 and half sizes 5½ - 15½ in Narrow, Medium, Wide, and X-Wide widths. Boots must also be available in a Wide Calf model in the same size range that will provide an additional 3 inches in circumference at the calf to fit those with larger calves. Boots must be available in Women's full sizes 5 - 12 and half sizes 5½ - 11½ in Narrow, Medium, Wide, and X-Wide widths.

_____ Comply _____ Exception

Resoling Service

The winning Offeror shall have resoling services available at their factory as needed.

_____ Comply _____ Exception

Country of Origin

Boots shall be manufactured in the United States.

_____ Comply _____ Exception

Third-Party Testing and Listing Program

All components used in the construction of these garments shall be tested for compliance to NFPA Standard 1971 and 1992 by a recognized independent testing lab which shall certify and list compliance to that standard. Such certification shall be denoted by the independent testing labs mark on the certification label affixed to the boots.

_____ Comply _____ Exception

Labels

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to applicable NFPA Standard(s), current edition(s).
Independent Testing Lab mark
Manufacturer's name
Manufacturer's address
Manufacturer's boot identification number
Date of manufacture
Size

_____ Comply _____ Exception

ISO Certification/Registration

The manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

_____ Comply _____ Exception

Warranty

The manufacturer shall warrant these boots to be free from defects in materials and workmanship for one year when properly used and cared for.

_____ Comply _____ Exception

Sizing by Offeror

The Offeror shall be available to perform all sizing requirements.

_____ Comply _____ Exception



PPE Record Keeping

The manufacturer shall make available at no-charge, a password protected data based backed website that allows all brands of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program and scanning the asset's barcoded serial number.

_____ Comply _____ Exception

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 24-109

RFP Title: Firefighter Structural Turnout Gear

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm acknowledge and confirm that they have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the terms, conditions, and requirements of any proposed Work as noted within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.
- d. The Offeror acknowledges that they are capable of completing the Work as noted in this RFP.
- e. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Acknowledging these statements by the submittal of a proposal to the City, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

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

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

3. Receipt of Proposals and Public Inspection

- a. Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. (O.C.G.A 50-18-72, paragraph 10) All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

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

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

b. Procurement Agent's Review of Proposals:

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

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

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is

governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document. We ask that Offerors notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Offeror must make this notification in writing either as a written question sent before the question deadline or with the Offeror's response.

1. Disclosure

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

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

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

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

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

3. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders more than \$50,000.00 or 10% of the original contract will require the approval of the City Council.

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

4. General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**
Commercial General Liability \$1,000,000 each occurrence
\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**
Bodily Injury Liability \$1,000,000 each occurrence
Property Damage Liability \$ 100,000 each occurrence
- **Excess Umbrella Liability:**
Combined Single Limit Bodily Injury
and / or Property Damage \$1,000,000 each occurrence
\$1,000,000 aggregate

Insurance; Indemnification. The awarded Consultant must keep the types and amounts of insurance set forth as from time to time will be requested by the City. The awarded Consultant must supply proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Consultant will indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature

arising out of or related to the Consultant's, or Consultant's agents', employees' or subconsultants', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation will not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order will be considered to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

5. Term.

The Contract is for a term of 5 years starting upon contract execution, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

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

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting [Month, Day, 2022-Ex. May 1, 2022], and ending at 11:59 p.m. (Eastern Time) on [Month, Day, 2027-Ex. April 30, 2027] (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from [Start Date: Month Day, 2022-Ex. May 1, 2022] through 11:59 p.m. (Eastern Time) on [1-yr End date Month Date, 2023- Ex April 30, 2023], and will automatically renew for additional one (1) year terms, each beginning on [Month date Ex May 1] following the existing term year and ending at 11:59 (Eastern Time) on [Month Day – Ex. April 30] of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.

Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

The Contract pricing for the above-stated contract term will remain as offered by the vendor, incorporated herein as Exhibit A, and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below. The vendor should provide the pricing of each turnout gear item including the percent markup above cost. The percent markup will be fixed for the life of the contract. The pricing may vary after year 1.

Year 1: The pricing provided in this proposal will be fixed for the first year of the contract.

Years 2-5: Pricing can be adjusted to reflect changes in cost for the vendor. Specifically, the vendor will have the opportunity to submit proof of changes in cost to the City. The City will multiply the % markup times the revised cost base to arrive at the revised pricing. Requests for pricing adjustments must be made 90 days before the beginning of each new contract term year. The City will not unreasonably withhold acceptance of the vendor's substantiated proposal for a price adjustment; however, the City may elect to propose alternate pricing or reject the proposal fully. Subsequent rates are guaranteed for a minimum of twelve (12) months.

6. Additional Contract Provisions and Terms

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

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

7. Performance Prior to Contract Execution

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

8. Subconsultants

The highest-scoring responsive and responsible Consultant will be the prime consultant if a contract is awarded and executed and will be responsible, in total, for all work of any subconsultants. All subconsultants, if any, must be listed in the Consultant's response to this procurement. The City reserves the right to approve all subconsultants. The Consultant will be responsible to the City for the negligent acts and negligent omissions of all subconsultants or agents and of persons directly or indirectly employed by such subconsultants, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within the procurement, or otherwise in the Contract Documents created because of any contract award derived from the procurement, will create any contractual relationships between any subconsultant of the Consultant and the City.

9. Independent Consultant

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

10. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

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

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

No Consultant will give a response for the physical performance of service unless the Consultant takes part in a Federal Work Authorization Program and follows the requirements of O.C.G.A. § 13-10-91.

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

Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:

- 1) The Consultant, if entering a contract with the City supplying the physical performance of services, will follow the requirements of O.C.G.A. § 13-10-91.
- 2) Per O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant in connection with a covered contract, Consultant will secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant affidavit, the form of which is provided in Appendix B hereof and keep records of such attestation for inspection by the City at any time. Such subconsultant affidavit will become a part of the consultant/subconsultant agreement. It will be the duty of the Awarded Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- 3) Pursuant to O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant affidavit, the form of which is also provided in Appendix A hereof, and maintain records of such

attestation for inspection by the City at any time. Such sub-subconsultant affidavit will become a part of the subconsultant/sub-subconsultant agreement.

- 4) The Consultant must follow all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations issued in relation thereto.
- 5) All portions of contracts about compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations issued in relation thereto, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.
- 6) Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Consultant's response.

11. Compliance with Laws

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

12. Termination

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

13. Annual Appropriation and Renewal

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

14. Ownership of Work Product

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

Appendix A: City Truck Route Allowed Truck Routes and Map

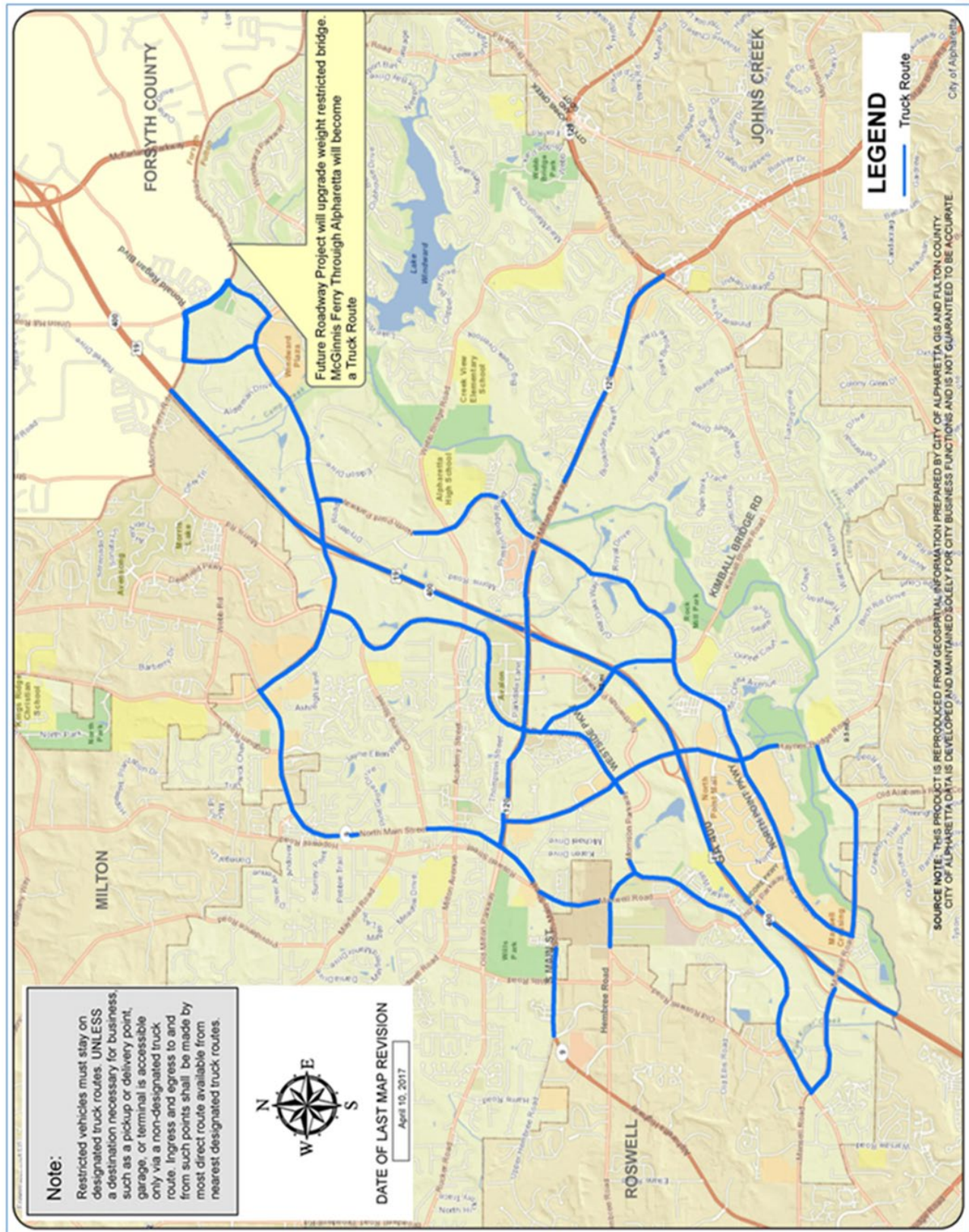
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<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 will be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.





Appendix B: Informational Forms

Do not return these forms with your proposal. These forms are information only for the RFP process. Forms will be used only by the consultant / contractor that is awarded the contract for this project or service.

1. Subcontractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit

Subcontractor E-verify Affidavit

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

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

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, ____, 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**

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

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 24-109

RFP Title: Firefighter Structural Turnout Gear

RFP Addendum Posting Date: December 14, 2023

ADDENDUM #

TO ALL OFFERORS:

1. The information included in this addendum is made part of the RFP noted above and part of any contract that may be awarded because of response to this RFP.
2. The purpose of this addendum is to supply other information or documents, or revised information or documents.
3. If there is a conflict between any previously supplied information and the information contained in this addendum, the information contained in this addendum will prevail.
4. Offerors must acknowledge receipt of this addendum when submitting proposal.
5. Remainder of this page intentionally blank. See addendum information beginning on the next page.

The City of Alpharetta (City) is changing request for proposal documents in the following respects:

This addendum is to change the RFP response due date. The following change is now part of the RFP documents. The following change to RFP 24-109_Scope of Work 11092023 document page 1, # 3, RFP Schedule of Events and at the project's Bonfire webpage for submittals (<https://cityofalpharetta.bonfire.com/>).

Any proposals already submitted at the Bonfire project page remain locked for City review and can be reviewed and revised only by the responding bidder.

- 1. Bidding Close Date, Deadline for Submissions: December 21, 2023, 10:00 AM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.

END ADDENDUM

RFP # 24-109: Firefighter Structural Turnout Gear
Cost Proposal

Instructions:

Complete the highlighted fields. The totals will auto-calculate.

For evaluation purposes, cost will be scored based on the total price for a regular sized set of turnout gear.

Offeror/Company Name:

Item	Regular Size		Note any Price Differences for Larger Sized Items				Percent Markup above Cost
	Note Regular Size Range	Regular Size Pricing	Note Large Size Range	Large Size Pricing	Additional Large Size Range	Additional Large Size Pricing	
Protective Jacket for Structural Fire							0.00%
Protective Pant for Structural Fire							0.00%
Structural Firefighting 14" Pull-On Boots							0.00%
Total		\$ -		\$ -		\$ -	



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: _____

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.

Company Name

Subscribed and sworn before me on this the

Signature of Authorized Officer or Agent

____ day of _____, 20____

Date

Notary Public

Printed Name & Title of Authorized Officer or Agent

My Commission Expires
(Notary Stamp)

Company Address



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.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed date _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(Notary Stamp)

CITY OF ALPHARETTA LOCAL VENDOR PREFERENCE (LVP)



It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta LVP, the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

For preference, Alpharetta Vendors must complete and return the Local Vendor Certification Form located at the end of this document. Every Vendor seeking qualification for local preference must include this form with vendor's response to this eligible procurement. The completed form must be accompanied with all required documentation noted on the form.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible by City personnel will be given preference in contract award for their responsive and responsible bid (ITB)/proposal (RFP) if:

For an ITB: If the lowest responsive and responsible Bidder is a non-Alpharetta vendor:

- Alpharetta vendor will be given preference in contract award if their responsive and responsible bid is within three percent (3%) of the lowest responsive and responsible bid.
- If multiple Alpharetta vendors are within three percent (3%) of the lowest responsive and responsible bid, then contract award will go to the Alpharetta vendor with the lowest responsive and responsible bid.

For an RFP: Alpharetta Vendor preference of three percent (3%), or equivalent unit of measure, shall be provided as an evaluation criterion.

Exceptions:

- a. Formal solicitations with a contract value of \$500,000.01 or greater;
- b. Public Works Construction Projects totaling \$100,000.00 and greater (O.C.G.A. Chapter 91 of Title 36);
- c. Sole Source, Single Source, Name Brand, and Cooperative Purchasing Agreements;
- d. Federal or State law prohibits the use of local preference;
- e. The work is funded in whole or part by a governmental entity that prohibits the use of local preference;
- f. The Alpharetta vendor is either non-responsive or non-responsible;
- g. All bids submitted exceed the budget amount and supplemental funding is not available;
- h. Emergency purchases; and
- i. The procurement Official, City Administrator, and/or City Council may exempt any formal solicitation from the Alpharetta Vendor Preference.

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

☐ Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.

☐ Has a valid business license from the City.

☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Date:

Position Title:

Phone #:

Signature:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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.	
	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 ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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											
					-						

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 ►
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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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



www.BennettFireProducts.com

Bennett Fire Products Co., Inc.

P.O. Box 2458
Woodstock, GA 30188
770-591-0520

Document 1 Company Information

Bennett Fire Products Company, Inc., has been in business since 1994, specializing in the sales of Firefighter's Structural Turnout Gear. We have also been protecting the City of Alpharetta's firefighters since the late 90s with Globe Turnout Gear.

Office and Warehouse location:

Bennett Fire Products Company, Inc.

195 Stockwood Drive, Suite 170

Woodstock, GA 30188

This is the only office and will be the location if pickups or measuring are needed in our office/warehouse.

Contact for this project:

Mr. Danny Bennett, President, and Owner

Bennett Fire Products Company, Inc.

PO Box 2458

Woodstock, GA 30188

Cell 770-402-9910 best number, Office 770-591-0520

e-mail address: bennettfire@att.net

website address: www.bennettfireproducts.com



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Bennett Fire Products Co., Inc.

P.O. Box 2458
Woodstock, GA 30188
770-591-0520

To: Ms. Abby Shipp, Procurement Agent
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

From: Mr. Danny Bennett, Bennett Fire Products Company, Inc.

Reference: Document 3 Project Approach and Service Level

Thank you for the opportunity to submit our proposal for this invitation to bid RFP 24-109. It has been a pleasure and an honor to serve the City of Alpharetta and your firefighters for almost 30 years. We proudly celebrate our 30th anniversary in 2024 and your city is one of our first customers. Thank you for your business over the years.

Although deliveries were extended during the Pandemic, we can commit to a 120-150-day delivery period for your custom specification, along with granting rush requests throughout the year for new hires. Usually, we can have those orders rushed for a 75-90-day delivery.

Unfortunately, we will not be able to commit to a five-year agreement as your current contract with us, ending December 31, 2023. With the experience we have had over the last five years, we are not comfortable entering into such a long agreement.

And, since we are a private company, we do not publicly share our costs or commit to a percentage above our costs. Our industry is very competitive, and we are uncomfortable making our cost public information. We appreciate your understanding.

Our prices shown on the cost proposal form are firm and valid until December 31, 2024. Along with our proposal, we will provide the current retail price lists from Globe at the time of the bid opening date. On October 1, 2024, if we are awarded a contract, we will advise what price increases are expected for 2025, and both parties can decide if we want to renew for a second year. Retail price sheets for 2025 will not be available on October 1, 2024, but we can provide an estimate, then adjust up or down once those retail price lists are published. The price increase will be relative to the retail price increase.

Regarding our approach and service level, I believe your Fire Department can provide you with this information best. We only sell Firefighter's PPE, so this allows us to focus on your PPE needs and provide the best service in the industry to your city and firefighters.

Sincerely,

A handwritten signature in black ink that reads "Danny Bennett".
Danny Bennett



www.BennettFireProducts.com

Bennett Fire Products Co., Inc.

P.O. Box 2458
Woodstock, GA 30188
770-591-0520

Document 2 References for Bennett Fire Products Company, Inc.

Clayton County Fire & Emergency Services, 7810 Highway 85 South, Riverdale, GA 30274

Chief Tim Sweat, tim.sweat@claytoncountyga.gov, 770-472-8019

Cherokee County Fire & Emergency Services, 884 Univeter Road, Canton, GA 30115

Chief Marc Liscio, m.liscio@cherokeega.com, 678-493-4020

Forsyth County Fire Department, 3480 Settingdown Road, Cumming, GA 30028

Chief Jason Shivers, rjshivers@forsythco.com, 678-513-5898



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

Instructions:

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

1. SCOPE

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

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

☒ Comply ☐ Exception

2. MATERIAL AND CONSTRUCTION

OUTER SHELL MATERIAL - JACKETS AND PANTS

upgraded to Flex 7 PBI

The Kombat Flex™ (a.k.a. Kombat Flex™ with PBI® Technology) outer shell shall be constructed of 60/40 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. TENCATE shall manufacture the Kombat Flex™ material and must be treated with SSTÔ (SUPER SHELLTITE), a durable water-repellent finish that enhances abrasion resistance. Color of the garments shall be natural/gold.

☒ Comply ☐ Exception

THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "CALDURA® ELITE SL2i"; with an approximate weight of 7.7 oz per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E-89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Kevlar® filament and FR rayon/para-aramid/nylon inherently wicking Caldura® face cloth. The



thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene-coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

☒ Comply ☐ Exception

MOISTURE BARRIER - JACKETS AND PANTS

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

☒ Comply ☐ Exception

SEALED MOISTURE BARRIER SEAMS

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

☒ Comply ☐ Exception

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

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

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

☒ Comply ☐ Exception

THERMAL PROTECTIVE PERFORMANCE

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

☒ Comply ☐ Exception

STITCHING

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

☒ Comply ☐ Exception

3. JACKET CONSTRUCTION BODY

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

☒ Comply ☐ Exception

SIZING

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

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

The jacket shall be available in male and female patterns in even size chest measurements of two-inch increments and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

☒ Comply ☐ Exception

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1-inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it

is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

☒ Comply ☐ Exception

LINER ACCESS OPENING - JACKET

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

☒ Comply ☐ Exception

LOGOS

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

☒ Comply ☐ Exception

RETROREFLECTIVE FLUORESCENT TRIM

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

☒ Comply ☐ Exception

REINFORCED TRIM STITCHING

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

☒ Comply ☐ Exception

SEWN ON RETROREFLECTIVE LETTERING

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

☒ Comply ☐ Exception

LETTER PATCH

Hanging Letter Patch

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

☒ Comply ☐ Exception

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of specified moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of 5/8 inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of 5/8 inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self-material fabric hanger loop shall be sewn at the top of collar. The throat tab shall consist of a minimum 4-layer construction, and it shall be of be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3-inch piece of FR loop fastener tape shall be sewn horizontally to the each end of the throat tab and a 1 inch by 3 inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.

☒ Comply ☐ Exception

JACKET FRONT

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

☒ Comply ☐ Exception

STORM FLAP

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

☒ Comply ☐ Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 20-inch size #10 heavy-duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

☒ Comply ☐ Exception

SEMI-EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 8 inch wide by 8 inch high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the jacket. The rear of the pockets shall expand to a depth of 2 inches. *The semi-expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* Two rust-resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate water drainage. The pocket flaps shall be constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket

flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven backtacks, and the pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A separate hand warmer pocket compartment will also be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.

☒ Comply ☐ Exception

SLEEVES

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

☒ Comply ☐ Exception

SLEEVE CUFF REINFORCEMENTS

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

☒ Comply ☐ Exception

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **PBI®/Kevlar® blend hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent

water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs on the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color-coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

☒ Comply ☐ Exception

LINER SHOULDER THERMAL ENHANCEMENT PLUS ADDITIONAL THERMAL

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

☒ Comply ☐ Exception

RADIO POCKET

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

☒ Comply ☐ Exception

MICROPHONE STRAPS

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

☒ Comply ☐ Exception

SELF STRAP WITH HOOK & LOOP

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

☒ Comply ☐ Exception

4. PANT CONSTRUCTION

BODY

The shell's body shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to ensure accurate fit in a broad range of sizes.

☒ Comply ☐ Exception

SIZING

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

☒ Comply ☐ Exception

LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement shall serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants. The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front



fly opening to side seam. The back of the liner system shall be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. No hook and loop shall be used to close the liner access opening.

☒ Comply ☐ Exception

RETROREFLECTIVE FLUORESCENT TRIM

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

☒ Comply ☐ Exception

REINFORCED TRIM STITCHING

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

☒ Comply ☐ Exception

WAISTBAND

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

☒ Comply ☐ Exception

PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be threaded through an Ara-Shield® material strap. The strap shall measure a total of approximately 10 inches and shall be folded in half to create a double layer strap for the safety hook

to be threaded through. The double layer strap shall be folded in half and stitched to the waist area using three heavy duty bar tacks, for a finished strap length of approximately 2 ½ inches. A dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

☒ Comply ☐ Exception

EXTERNAL / INTERNAL FLY FLAP

The pants shall have a left-handed opening and shall have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the right front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with backtacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner, and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on the waist, shall be sewn to the leading edge of the left front body panel. The inside of the left front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material. The underside of the outside fly flap shall have a 1½-inch wide piece of FR loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier inserted between the two layers to ensure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside left front body panel, securing the fly in a closed position. Appropriate snap fastener halves shall be installed at the waistband's leading edge to further secure the pants in the closed position.

☒ Comply ☐ Exception

KNEE

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

☒ Comply ☐ Exception

LINER KNEE THERMAL ENHANCEMENT

A minimum of one layer of specified thermal liner and one layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal



enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less coverage area.

☒ Comply ☐ Exception

KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be slightly offset to the outside of the leg to ensure proper coverage when bending, kneeling, and crawling. The knee reinforcements shall measure approximately 9 inches wide by 12 inches high and shall be double-stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable for replacement without opening the Major A seams of the outer shell of the pants.

☒ Comply ☐ Exception

PADDING UNDER KNEE REINFORCEMENTS

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

☒ Comply ☐ Exception

5. EXPANSION POCKETS

EXPANSION ESCAPE SYSTEM ROPE POCKET (Right)

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

☒ Comply ☐ Exception

LEFT POCKET WITH ARASHIELD 3 PACK TOOL POUCH AND REFLECTIVE TRIM

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of the left leg straddling the outseam above the knee and positioned to provide accessibility. *The lower half of each expansion pocket shall be reinforced with a layer of Kevlar® material on the inside.* Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two

layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. A gray Arashield 3 pack tool pouch shall be sewn in. A row of 3" lime yellow scothlite triple trim shall be sewn over the left pocket in the vertical position.

☒ Comply ☐ Exception

PANT CUFF REINFORCEMENTS

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

☒ Comply ☐ Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There shall be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance shall be much like a horizontal belt loop to capture the suspender ends. A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders shall be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid. The rear ends of the suspenders shall be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders. Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders shall be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments shall then fold over and attach to themselves securing the suspender to the pants.

☒ Comply ☐ Exception

**SEAT**

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and shall be graded to size. This feature in combination with other design elements shall maintain alignment of the knee directly over the knee pads when kneeling and crawling.

☒ Comply ☐ Exception

TAKE UP STRAPS

The pants shall be equipped with two take up straps. The straps shall be constructed of approximate 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps and one pull-tab. The rear strap component shall be constructed of black Aramid twill. The rear strap shall measure 1 inch wide and approximately 5 inches long and shall be folded back to form a loop which shall hold a high-temp thermoplastic slide fastener. The slide fastener shall point toward the front. The opposite end of the strap shall be stitched to the pants with two rows of double-needle stitching. The front strap component shall measure approximately 1 inch wide by approximately 10 inches long. One end shall be folded back on itself to form a loop and the high-temp thermoplastic slide fastener from the other strap shall be captured within the loop. The opposite end of the front strap component shall be inserted through a high-temp thermoplastic buckle forming a loop and double-needle stitched to itself to secure the buckle in place. The opposite end shall be inserted through the buckle and shall be stitched to the pants with two rows of double-needle stitching. An approximate 1 inch by 1 3/4 inch black Aramid pull tab shall be secured to the buckle. The pull-tab shall be constructed of approximate 1 inch by approximately 4 inch black Aramid twill shall be looped through the opposite end of the buckle, folded in half and double-needle stitched to itself just below the buckle and at the opposite end. The take up strap pull-tabs shall pull toward the front to allow for adjustment. The overall finished length of the take up strap shall measure approximately 9 inches.

☒ Comply ☐ Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs shall be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner shall also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature shall minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

☒ Comply ☐ Exception

RAPPELLING HARNESS LOOPS

Each trouser shall have a series of 9 Harness loops around the waist and inner thigh. The loops shall be



constructed of a double layer of outer shell material and shall be of a 2-piece design – top and bottom. The top and bottom of each loop shall attach to each other with snap fasteners, FR hook, and loop fastener tape sewn to the ends to accommodate the donning of the harness. The loops shall be universally located to accept the Rappelling Harness worn outside the trousers. One additional loop shall be installed on the straight fly.

☒ Comply ☐ Exception

6. OTHER SPECIFICATION REQUIREMENTS

THIRD-PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. The Underwriters Laboratories certification mark shall denote such certification.

☒ Comply ☐ Exception

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information.

- Compliance with NFPA Standard #1971
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size

☒ Comply ☐ Exception

Insurance Services Office (ISO) CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is ISO certified and registered by checking either "Yes" or "No" in the space provided.

☒ Yes ☐ No

WARRANTY

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

☒ Comply ☐ Exception



HOOK AND LOOP SUPPORT PROGRAM

The support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer, providing the garments are otherwise serviceable. This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

☒ Comply ☐ Exception

SIZING BY OFFEROR

Both male and female sizing samples shall be available. Both male and female sizing samples shall be on hand for use when sizing. The Offeror shall be available to perform all sizing requirements within 48 hours of written notice. Measuring with a tape measure is not acceptable. Measuring shall be conducted at the Fire Stations as needed. Measuring on all three shifts shall be required, with two different measuring days per shift plus a makeup day.

☒ Comply ☐ Exception

GARMENT TRAINING AND SUPPORT

OSHA requires employees to be trained on the capabilities and limitations of their Personal Protective Equipment. The selected Offeror shall provide the following:

The manufacturer shall provide local care and maintenance training. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion. An online class shall also be available at no additional charge.

☒ Comply ☐ Exception

BAR-CODE/RECORD KEEPING INTERFACE

A 1-dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment. This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture



- Mark-For Data

This information shall be able to be imported into the manufacturer's web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

☒ Comply ☐ Exception

LOANER GEAR PROGRAM

The manufacturer shall provide loaner gear for no charge for jackets or trousers sent back for warranty-related issues if they occur. This same loaner program shall also be available as a rental program in the event of an emergency contamination situation where gear has to be taken out of service.

☒ Comply ☐ Exception

COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

☒ Comply ☐ Exception

FACTORY AND FACILITIES INSPECTION

The manufacturer shall provide and make available an inspection visit to confirm compliance to specifications at no expense to the Fire Department.

☒ Comply ☐ Exception

PPE RECORD KEEPING

The manufacturer shall make available, at no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in the PPE record-keeping program and scanning the asset's barcoded serial number.

☒ Comply ☐ Exception

Appendix B: Specifications for Structural Fire Fighting 14" Pull-On Boots

Instructions:

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

NFPA and OSHA-Certified

This specification details design and materials criteria to afford protection to the lower legs and feet against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed current NFPA and OSHA standards for structural firefighters' protective clothing.

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

☒ Comply
 ☐ Exception

General Design

14-inch Pull-On athletic footwear (cement construction) boot, black flame-resistant and water-resistant leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather-trimmed webbing pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel, liquid and chemical-resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 3D lasting board, molded composite heel counter, internal heel fit system, and a removable molded footbed as well as an additional insert for use in conjunction with the footbed.

☒ Comply
 ☐ Exception

Slip Resistance

Boots must exceed the minimum test values for slip resistance (average of left and right foot) as detailed below to provide superior performance in dry, wet, and frosted ice conditions. Boots that do not exceed these minimums in all conditions shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request, showing the boots did exceed this requirement.



Test Method:	SATRA TM144:2011 Slip Resistance of Footwear and Floorings Load = 500 N
Dry Clay Quarry Tile:	Forepart > 1.00 Heel > 1.00
Wet Clay Quarry Tile:	Forepart > 0.60 Heel > 0.60
Frosted Ice -7°C Run 1:	Forepart = 0.28 Heel = 0.28
Frosted Ice -7°C Run 4:	Forepart > 0.12 Heel > 0.12

For maximum slip resistance, each outsole shall have Siping lines. Siping lines cut into flat areas open when flexed to provide additional traction on water and ice. The boot shall also include self-cleaning lugs and an omnidirectional tread pattern designed for superior performance in all terrains and when working on ladders.

☒ Comply ☐ Exception

Flexibility

Boots must reach the Maximum Flex Angle of 48 degrees without exceeding the critical bending moment with a resulting stiffness index of less than 10.0, as detailed below, to provide maximum flexibility. Boots that do not meet this requirement shall not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request, showing the boots did meet this requirement.

Test Method: SATRA TM194:2004
Longitudinal stiffness of footwear

☒ Comply ☐ Exception

FireStorm Leather

Boots shall be made from heavy-duty, flame-resistant, and water-resistant full-grain cattle hide leather measuring 2.0 - 2.2 mm of thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather shall be utilized in collar and flex areas for mobility. The leather shall be chrome-tanned to withstand high temperatures with minimal shrinkage, re-tanned to impart water resistance and low water absorption and finished to retain maximum breathability. Leather shall meet or exceed the following physical tests:

Water Penetration	ASTM D2099	15,000 flex minimum
Dynamic Water Absorption	ASTM D2099	15% maximum
Static Water Absorption	ASTM D6015	30% maximum
Slit Tearing Strength	ASTM D2212	30-pound minimum
Moisture Vapor Transmission	ASTM D5052	350 g/meter ² /24 hours minimum
Flame Resistance	NFPA 1971	after flame no more than 2.0 sec,



not melt or drip, no burn-through

☒ Comply ☐ Exception

CROSSTECH® Footwear Fabric

A full-height, full sock bootie liner made from a package of Omaha lining fabric, 300g felt insulation, and CROSSTECH® moisture barrier shall be provided for a liquid-resistant and breathable moisture barrier as well as thermal protection as defined by the specified NFPA standards.

☒ Comply ☐ Exception

Athletic Footwear (Cement) Construction Outsole

For optimum flexibility and comfort, boot shall include a VIBRAM® Synthetic Rubber Contoured Cup Outsole cemented to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. The outsole must be made from a flame, abrasion, oil, acid, and slip-resistant compound engineered for high-traction, cold-weather resistance, and durability. Goodyear welt or direct attach construction methods shall not be acceptable.

☒ Comply ☐ Exception

Bootie-Shield Liner

A protective bootie shield of KEVLAR® fiber blend stitch bonded non-woven batting weighing 4.0 oz/yd² shall be positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional Flame Resistant (FR) protective bootie shield between the leather shell and the CROSSTECH® moisture barrier bootie shall not be acceptable.

☒ Comply ☐ Exception

Composite Safety Toe Cap

The safety toe shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and will spring back to shape after impact. Must exceed NFPA standards for safety. Metal toe caps shall not be acceptable.

☒ Comply ☐ Exception

Padded Leather Collar

The padded collar shall have a rolled top edge formed by folding over the leather to help the boots slide against the pants liner and reduce the potential for the pants liner to hang up on the top of the boots as well as to reduce abrasion against the wearer's calf.

☒ Comply ☐ Exception

Composite Penetration Resistant Insole Barrier

A composite insole shall provide penetration resistance to maximize flexibility and insulate from heat or cold transmission. Must exceed NFPA standards for safety. Metal plates shall not be acceptable.

☒ Comply ☐ Exception

3D Composite Lasting Board

Molded, contoured, and lasted to boot uppers with a built-in flex zone in the forefoot and a torsionally stable heel. Flat fiberboard lasting boards shall not be acceptable.

☒ Comply ☐ Exception

Composite Shank

The shank shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and springs back to shape better. Metal shank shall not be acceptable.

☒ Comply ☐ Exception

Molded Heel Counter

Boots shall have a molded heel counter of water-resistant composite material individually molded to fit each size perfectly. Leather or fiberboard heel counters shall not be acceptable.

☒ Comply ☐ Exception

Padded Shin Guard

Boots shall include a padded composite shin guard to provide extra protection when working on a ladder. Moisture-absorbing natural fiber padding shall not be acceptable.

☒ Comply ☐ Exception

Synthetic Rubber Toe Bumper

Boots shall have a molded Flame Resistant (FR) synthetic rubber toe bumper to provide abrasion resistance when crawling. The toe bumper shall be cemented, and 2-needle stitched to the vamp.

☒ Comply ☐ Exception

3M SCOTCHLITE™ Reflective Material

Boots shall have flame-resistant fluorescent yellow and silver 3M SCOTCHLITE™ reflective material sewn to both sides of the shaft for added visibility.

☒ Comply ☐ Exception



Webbing Pull-Straps

Boots shall have NOMEX® webbing pull-straps with leather trim securely attached to the leather uppers by inserting into to collar seam to minimize stitching through the leather. Pull strength must be a minimum of 120 lbs when tested with a single handle.

☒ Comply ☐ Exception

Internal Fit System

Boots shall have an anatomical foam insert that wraps around the top and sides of the heel with an opening to fit and hold the back of the heel securely while cushioning the ankle.

☒ Comply ☐ Exception

Dual Density Enhanced 3D Molded Footbed System

Boots shall include removable dual density inserts, which shall be contoured to cradle and cushion the bottom of the foot and to provide arch support. The bottom layer shall be made of polyurethane foam for durable cushioning and support. The mid layer consists of a breathable microcellular foam with an antimicrobial fabric top layer which to wick moisture away from the foot. This layer molds to the foot to keep the foot cool. An additional polymer insert shall be provided to use in conjunction with the footbed for a snugger fit as needed.

☒ Comply ☐ Exception

Sizes

Boots must be available in Men's full sizes 5 - 18 and half sizes 5½ - 15½ in Narrow, Medium, Wide, and X-Wide widths. Boots must also be available in a Wide Calf model in the same size range that will provide an additional 3 inches in circumference at the calf to fit those with larger calves. Boots must be available in Women's full sizes 5 - 12 and half sizes 5½ - 11½ in Narrow, Medium, Wide, and X-Wide widths.

☒ Comply ☐ Exception

Resoling Service

The winning Offeror shall have resoling services available at their factory as needed.

☒ Comply ☐ Exception

Country of Origin

Boots shall be manufactured in the United States.

☒ Comply ☐ Exception



Third-Party Testing and Listing Program

All components used in the construction of these garments shall be tested for compliance to NFPA Standard 1971 and 1992 by a recognized independent testing lab which shall certify and list compliance to that standard. Such certification shall be denoted by the independent testing labs mark on the certification label affixed to the boots.

☒ Comply ☐ Exception

Labels

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to applicable NFPA Standard(s), current edition(s).
Independent Testing Lab mark
Manufacturer's name
Manufacturer's address
Manufacturer's boot identification number
Date of manufacture
Size

☒ Comply ☐ Exception

ISO Certification/Registration

The manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

☒ Comply ☐ Exception

Warranty

The manufacturer shall warrant these boots to be free from defects in materials and workmanship for one year when properly used and cared for.

☒ Comply ☐ Exception

Sizing by Offeror

The Offeror shall be available to perform all sizing requirements.

☒ Comply ☐ Exception



PPE Record Keeping

The manufacturer shall make available at no-charge, a password protected data based backed website that allows all brands of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program and scanning the asset's barcoded serial number.

✓ Comply Exception

**RFP # 24-109: Firefighter Structural Turnout Gear
Cost Proposal**

Instructions: Complete the highlighted fields. The totals will auto-calculate.
For evaluation purposes, cost will be scored based on the total price for a regular sized set of turnout gear.

Offeror/Company Name:

Bennett Fire Products Company, Inc.

Item	Regular Size		Note any Price Differences for Larger Sized Items				Percent Markup above Cost
	Note Regular Size Range	Regular Size Pricing	Note Large Size Range	Large Size Pricing	Additional Large Size Range	Additional Large Size Pricing	
Protective Jacket for Structural Fire	Chest Size 32-58	\$1,928.00	Chest Size 60+	\$2,506.00			Not available
Protective Pant for Structural Fire	Waist Size 26-58	\$1,878.00	Waist Size 60+	\$2,441.00			Not available
Structural Firefighting 14" Pull-On Boots	SZ 3-18, M,W, XW	\$574.00	Wide Calf	\$825.00	4E and 5E Widths	\$875.00	Not available
Total		\$ 4,380.00		\$ 5,772.00		\$ 875.00	



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 24-109 Firefighter Structural Turnout Gear

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: - 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; - 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; - 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; - 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.

Bennett Fire Products Company, Inc.

Company Name

Danny Bennett President

Signature of Authorized Officer or Agent

Date

December 9, 2023

Printed Name & Title of Authorized Officer or Agent

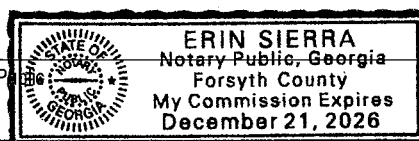
195 Stockwood Drive, Suite 170, Woodstock, GA 30188

Company Address

Subscribed and sworn before me on this the

9 day of **December**, 20**23**

Notary Public



My Commission Expires
(Notary Stamp)



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.

154181

Federal Work Authorization User Identification Number

Bennett Fire Products Company, Inc.

Name of Contractor

12/09/2023

Date of Authorization

24-109 Firefighter's Turnout Gear Contract

Name of Project

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

Executed date **12/09/2023** in **Woodstock** (city), **GA** (state).

Danny Bennett

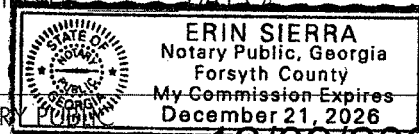
Signature of Authorized Officer or Agent

Danny Bennett, President and Owner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE **9** DAY OF **December**, 20**23**



NOTARY PUBLIC

My Commission Expires:

12/09/2023

(Notary Stamp)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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. Bennett Fire Products Company, 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 ☐ 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. 195 Stockwood Drive, Suite 170	Requester's name and address (optional)	
6 City, state, and ZIP code Woodstock, GA 30188		
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	1	4	3	5	3 2

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

Dann Bennett

Date ► *12-9-23*

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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into, and is effective upon the date of the last party's signature, by and between Bennett Fire Products Company, Inc., a domestic corporation with its principal office located at 195 Stockwood Drive, Suite 170, Woodstock, GA 30188 (the "*Contractor*") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "*City*").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals, dated November 16, 2023 (the "*RFP*"), including any addenda thereto, and the Contractor's Proposal dated December 9, 2023 (the "*Proposal*"), all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern. However, to the extent any of Contractor's obligations or duties set forth in the RFP exceed the requirements provided within this Contract, or if the City finds any of the terms set forth in the RFP more desirable, then the terms set forth in the RFP will control.

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

The supply and provision, on an as-needed or as-requested basis by the City, of **FIREFIGHTER STRUCTURAL TURNOUT GEAR**, including protective jacket, protective pants, and 14" pull-on boots for structural firefighting for the City's fire personnel. The Contractor will supply all goods/products and furnish all labor, materials, equipment, superintendence, and other incidentals to fully perform the Work, as requested from time to time.

3. Contract Prices. For the term (as defined in Section 5), Contractor will offer a 50% discount off current retail prices at time of order for jackets and trousers as well as 31% discount of current retail prices at time of order for Globe boots. As finally awarded by the City, the City will pay Contractor in accordance with the Cost Proposal, attached as Exhibit "A" for Contractor's performance of Work for the duration of the term.

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

Invoices must be sent to:

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

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five

(45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

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

- (a) Commencement of Work. The City shall not become obligated to pay for the Work prior to the execution of this Contract and, thereafter, shall only be obligated to pay for portions of the Work ordered by the City's designated representatives. The Contractor shall not proceed to perform any portion of the Work requiring the placement of an order until the names of the City's designated representatives and city personnel have been provided by the City in the manner required herein and thereafter, an authorized order has been placed with the Contractor.
- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the RFP or Proposal or as otherwise mutually agreed to by the parties prior to the commencement of the Work.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Contractor shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.
- (d) Project Manager. The City's staff Project Manager for this Work is Andrew Wheeler. The Contractor shall coordinate with the City's Project Manager.

5. Term and Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 13 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Contractor delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.

Term of Contract. This Contract shall commence on the date of the last signature hereof ("Effective Date") and shall continue in full force and effect for a period of one (1) year from the Effective Date, unless terminated earlier in accordance with the provisions of this Contract. Upon expiration of

the initial term, this Contract may ONLY be renewed by mutual written agreement of the parties at least thirty (30) days prior to the end of term.

6. Representations and Warranties. Contractor represents and warrants that:
 - (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (b) Contractor will comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
 - (c) Contractor will perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;
 - (d) All services performed by the Contractor under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
 - (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.
7. Licenses, Registrations, Certifications and Permits. The Contractor will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.
8. Insurance.
 - (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFQ, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

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

(b) Requirements of Insurance.

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

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

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

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

(e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance

as reasonably required by the City from time to time.

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

10. Subcontractors and Contractor Personnel.

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

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

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

Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

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

Bennett Fire Products Company, Inc.
PO Box 2458
Woodstock, GA 30188
Attention: Danny Bennett, President
 - (b) If to the City, at the following address:

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

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

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

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

City's right to defend against disclosure of records alleged to be public.

15. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

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

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

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

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

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

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

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

16. Miscellaneous.

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

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

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

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

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

BENNETT FIRE PRODUCTS CO, INC.

By: _____
Danny Bennett, President

Attest:

By: _____
Donna Bennett, Secretary

Date: _____

Exhibit "A"

Cost Proposal							
Instructions:		Complete the highlighted fields. The totals will auto-calculate. For evaluation purposes, cost will be scored based on the total price for a regular sized set of turnout gear.					
Offeror/Company Name:		Bennett Fire Products Company, Inc.					
Item	Regular Size		Note any Price Differences for Larger Sized Items				Percent Markup above Cost
	Note Regular Size Range	Regular Size Pricing	Note Large Size Range	Large Size Pricing	Additional Large Size Range	Additional Large Size Pricing	
Protective Jacket for Structural Fire	Chest Size 32-58	\$1,928.00	Chest Size 60+	\$2,506.00			Not available
Protective Pant for Structural Fire	Waist Size 26-58	\$1,878.00	Waist Size 60+	\$2,441.00			Not available
Structural Firefighting 14" Pull-On Boots	SZ 3-18, M,W, XW	\$574.00	Wide Calf	\$825.00	4E and 5E Widths	\$875.00	Not available
Total		\$ 4,380.00		\$ 5,772.00		\$ 875.00	

City of Alpharetta, GA

Procurement Required Document

Affidavit Verifying Contractor Participation in Federal Work
Authorization Program (E-Verify)



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

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

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

154181

Federal Work Authorization User Identification Number

Bennett Fire Products Company, Inc.

Name of Contractor

12/09/2023

Date of Authorization

24-109 Firefighter's Turnout Gear Contract

Name of Project

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

Executed date **12/09/2023** in **Woodstock** (city), **GA** (state).

Handwritten signature of Danny Bennett.

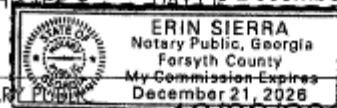
Signature of Authorized Officer or Agent

Danny Bennett, President and Owner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE **9** DAY OF **December**, 20**23**



NOTARY PUBLIC

My Commission Expires:

12/09/2023

(Notary Stamp)

Page 1 of 1



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: March 18, 2024

AGENDA ITEM:

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

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

STAFF RECOMMENDATION:

Approve the agreement between the City of Alpharetta and ZKTeco for parking during permitted events at Union Hill Park.

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 covered arena at Union Hill Park has recently been upgraded to serve as the host for events and concerts. The limited parking at Union Hill Park hinders larger events from using the Park. Currently, there are 108 marked parking spaces at Union Hill Park.

Staff worked with the adjoining business, ZKTeco, to develop an agreement for the use of ZKTeco's parking for events that take place on weekends. ZKTeco has 75 parking spaces that could be used during scheduled events at Union Hill Park.

This agreement would be used during scheduled events that occur on Friday evenings, Saturdays or Sundays for permitted events only. This agreement would allow for a total of up to 500 people to be in attendance at an event.

ZKTeco is not asking for any monetary compensation for this agreement. The City would ensure that the event organizers comply with the terms of the agreement.

ALTERNATIVES:

ATTACHMENTS:

1. ZKTeco - COA Union Hill Parking Agreement

Premises Usage Agreement

This premises Usage Agreement ("Agreement") is entered into this ____ day of _____ 2024 by and between ZKTeco USA LLC ("Grantor") and the City of Alpharetta ("Grantee").

Scope of Permitted Use

Subject to the terms and conditions set forth below Grantor hereby grants Grantee a revocable right to use the Grantor's parking lot at 1600 Union Hill Road, Alpharetta, Georgia ("Premises") for the purpose of parking cars for scheduled events at Union Hill Park ("Permitted Use") Grantee's use of the Premises shall always be subject to the Rules and Regulations attached hereto and incorporated herein as Exhibit A.

Term of Agreement

This agreement shall begin from the date of signing and will terminate on 31st December 2024.

Grantee shall be permitted to use the Premises for scheduled events on Fridays from 5:00 pm–11:00 pm, Saturdays from 9:00 am – 11:00 pm and Sundays from 9:00 am – 11:00 pm.

Grantee will provide Grantor a schedule of events that will utilize the Premises at least 30 days in advance of any usage.

Grantee will place vehicle barricades to ensure that the loading dock area directly behind the Grantor's building is not used during any scheduled event.

Either party shall have the right to terminate this Agreement and revoke the right of use at any time, for any reason, or for no reason, and terminate the Agreement upon 7 days advance notice of termination to the other party.

If the Agreement is terminated, the Grantee, at their expense, shall remove the walkway and plant appropriate landscaping within 30 days of termination.

Usage Fee and Deposit

Grantee shall pay Grantor a usage fee of \$0 per month.

Grantee shall pay Grantor a separate Security Deposit in the amount of \$0 upon executing this Agreement.

Insurance

Grantee shall provide and keep in force during the term of this Agreement, for the benefit of Grantor or any other persons or entities designed by Grantor, comprehensive general liability insurance provide by a company selected by Grantee and satisfactory with Grantor for property damage and bodily injury, personal injury or death to one (1) or more persons, which insurance shall insure the interest of Grantor and Grantee and any designees of Grantor. Grantee shall deliver certificates of such insurance to Grantor before using the Premises, and in any event, within 30 days after signing of this Agreement. All

such policies shall include a provision that Grantor shall receive at least thirty (30) days advance notice prior to material changes or cancellation thereof.

Delivery of Premises and Alterations

Grantee agrees to use the Premises in "as is" condition without any obligation of the Grantor to make any repairs, alterations, or modifications to the Premises. Grantee shall not make any or modifications to the Premises unless approved in advance by writing by Grantor.

Maintenance of Premises

Grantee shall be responsible for removal of trash and / or debris that is left after use of property. Grantee shall be responsible for storage of barricades, other equipment, or items needed during use of property unless expressed and approved within 30 days.

Grantee shall always during scheduled events at Union Hill Park keep and maintain the Premises neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition and in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit A. Grantee shall be liable to the Grantor for damage to the Premises resulting from Grantee's use of the Premises.

Assignment

Grantee shall not assign this Agreement, nor permit use of the Premises by anyone other than the Grantee and its contracted partner.

Indemnification

Grantee shall use the Premises at Grantee's sole risk. Grantee shall keep the Premises free of all liens and claims of lien that may arise from any act of omission on the part of the Grantee. Except for damages caused solely by Grantor's negligence, Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's contactors, employees, agents, and invitees, from all claims, damages, or liabilities for injury to person or property, including, without limitations, reasonable attorney's fees which may arise out of Grantee's use of the Premises. Grantee shall and does hereby release Grantor from and against any claims of any nature arising out of or related to Grantee's use of the Premises. This paragraph shall survive termination of this Agreement.

Entire Agreement

This Agreement contains the entire agreement between the parties, and all prior understanding and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against who enforcement thereof is sought.

Limited Right of Use

This Agreement grants a limited and specified personal right of use only. No other interest is granted or conveyed by this Agreement. This Agreement, and any act or omission by either party under this Agreement or in reliance upon this Agreement, does and shall not create or convey a partnership, joint venture, lease, easement, estate, or property interest between the parties. By entering into this Agreement and permitting use of the Premise, Grantor does not in any way endorse Grantee's

organization. By entering into this Agreement and permitting use of the Premises, Grantor does not grant Grantee permission to advertise your use of the Premises in any way.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Georgia.

Time is of the Essence.

Time is of the essence of this Agreement.

ZKTeco USA LLC (Grantor)

By: _____
Scott Bohm, Director of Operations

Date: _____

The City of Alpharetta (Grantee)

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

By: _____
Chris Lagerbloom, City Administrator

Approved as to Form:

By: _____
City Attorney

Exhibit A: Rules and Regulations

As a condition of this Agreement, Grantee shall prevent the following list of prohibited activities or uses of the Premises:

1. Use of Premises for any illegal purposes
2. Use which creates fire, explosive or environmental hazards.
3. Use which creates or permits a nuisance or trespass.
4. Use which produces, reproduces, or transmits any loud sounds or vibrations.
5. Smoking on the Premises.
6. Consumption of alcoholic beverages or controlled substances anywhere on the Premises.
7. Use or occupancy by any person under the age of 18 with adequate adult supervision.