



CITY COUNCIL MEETING & PUBLIC HEARING JULY 29, 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. **PRESENTATIONS & PROCLAMATIONS**
 - A. **Wacky World Sponsorship Recognition**
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 6/24/2024)**
Consideration of approval of the City Council meeting minutes from the meeting of June 24, 2024 at 6:30 p.m.
 - B. **Conflict Waiver: Jarrard and Davis for an Intergovernmental Agreement Amendment for Joint Use of Municipal Court Facilities**
Consideration of approval of a Waiver of Conflict between the City of Milton and the City of Alpharetta, Georgia for the purposes of an amendment to the Intergovernmental Agreement for joint use of Municipal Court Facilities and Services and with authorization for the Mayor to execute all necessary documents.
 - C. **Conflict Waiver: Jarrard and Davis for the Local Jobs Creation Grant**
Consideration of approval of a Conflict Waiver regarding Jarrard & Davis, LLP joint representation of the City of Alpharetta and the Development Authority of Alpharetta related to an arrangement for the extension of the Alpharetta Jobs Creation Grant and with authorization for the Mayor to execute all necessary documents.
 - D. **Council Ratification of New National Opioids Settlement: Kroger**
Consideration of City Council ratification of the execution of the Subdivision Participation and Release Form and the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co. and with authorization for the Mayor to execute all necessary documents.
6. **WORK SESSION**
 - A. **Proposed Text Amendments: Alcohol Ordinance**
Review and Council discussion of amendments to the City's alcohol ordinance as it relates to fees and the application approval process.
7. **PUBLIC HEARING**
 - A. **MP-24-05/CU-24-08 Sixers Cricket Academy/Windward MP Pod 14**
Consideration of a master plan amendment and conditional use to allow Sixers Cricket Academy to occupy approximately 10,000 square feet in an existing building. A master plan amendment is requested to the Windward Master Plan Pod 14 to add 'Recreation Facilities, Indoor' as a conditional use and a conditional use is requested to allow 'Recreation Facilities, Indoor' for Sixers Cricket Academy. The property is located at 2855 Marconi Drive and is legally described as being located in Land Lots 1114 & 1175, 2nd District, 1st Section, Fulton County, Georgia.
 - B. **Z-24-08/V-24-08 306 Thompson Street**
DEFERRED: This item has been deferred by the Applicant to the September 30, 2024 City Council Meeting and Public Hearing. This item will not be heard, discussed, or considered

during this meeting.

Consideration of a rezoning and variance to allow for the construction of 2 'For-Sale' single-family detached homes on 1.148 acres in the Downtown Overlay. A rezoning is requested from R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work). Variances are requested to Unified Development Code (UDC) Appendix A Subsection 2.4.6 to allow parking between the building and the street and to eliminate the requirement for a street-facing garage to be recessed at least 20' behind the front building facade, and to Appendix A Subsection 2.8.7 to allow a contemporary architectural style for the proposed homes. The property is located at 306 Thompson Street and is legally described as being located in Land Lot 802, 1st District, 2nd Section, Fulton County, Georgia.

8. OLD BUSINESS

A. Resolution: Union Hill Park 2021 Bond Referendum Funds

Consideration of adoption of a resolution regarding use of bond funds for Union Hill Park.

9. NEW BUSINESS

A. Fiscal Year 2025 Local Maintenance and Improvement Grant

Consideration of adoption of a resolution authorizing the submittal of a Fiscal Year 2025 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation and with authorization for the Mayor to execute all necessary documents.

B. Request For Proposals 24-122: Stormwater Repair Unit Price Contract

Consideration of award of RFP 24-122 Stormwater Repair Unit Price Contract to CSTE, Inc. and corresponding contract, to complete multiple stormwater infrastructure maintenance repairs.

C. Invitation to Bid 24-020: Windward Parkway Pedestrian Bridges Construction

Consideration of approval of the award of a contract for ITB 24-020 to Vertical Earth, Inc. for the construction of four pedestrian bridges along Windward Parkway for an amount not to exceed \$2,800,000.00; and approval of Atkin's proposal for an amount not to exceed \$177,125.00 for construction inspection of pedestrian bridges and with authorization for the Mayor to execute all necessary documents.

D. Request For Proposals 24-123: Mid Broadwell Culvert Design

Consideration of approval of the award of a contract for Request For Proposals 24-123 to Moffatt & Nichol for the performance of the Mid Broadwell Road Culvert Design services in an amount not to exceed \$118,815.00 and with authorization for the Mayor to execute all necessary documents.

E. Intergovernmental Agreement: Second Amendment regarding Municipal Court Facilities and Services

Consideration of approval of a Second Amendment to the Intergovernmental Agreement between the City of Alpharetta and the City of Milton regarding Municipal Court Facilities and Services and with authorization for the Mayor to execute all necessary documents.

F. Local Jobs Creation Grant Program Intergovernmental Agreement

Consideration of approval of the Sixth Amendment to the Intergovernmental Agreement for the Alpharetta Jobs Creation Grant Program for the period July 01, 2024, through June 30, 2025 and with authorization for the Mayor to execute all necessary documents.

G. Contract Approval: Legal Advertising Services Agreement

Consideration of approval of a Legal Advertising Services Agreement between the City of Alpharetta and Appen Media Group and with authorization for the Mayor to execute all necessary documents.

H. Request For Proposals (RFP) 24-113: Webb Bridge Park Synthetic Turf Field Design-Build for City of Alpharetta

Consideration to approve the award of a contract for RFP 24-113 to Sprinturf, LLC, for the Webb Bridge Park Synthetic Turf Design-Build in an amount totaling \$1,598,280 and with authorization for the Mayor to execute all necessary documents.

I. Resolution: City Council Agenda Policies and Procedures

Consideration of adoption of a resolution to adopt policies and procedures regarding city council agendas.

J. Resolution to Condemn: 1000 Compass Pointe Crossing, Alpharetta Georgia 30005

Consideration of approval of a resolution to condemn property interest in Tax Parcel # 21 -5610-1105-028-0 (Parcel Owners: Audley Jonathan Parara and Windward Community Services Association, Inc.) of the Windward Parkway Pedestrian Bridges and Drainage Modification Project with authorization for the Mayor to execute all necessary documents.

10. PUBLIC COMMENT

11. REPORTS

12. EXECUTIVE SESSION (IF NECESSARY)

13. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: July 29, 2024

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 6/24/2024)

Consideration of approval of the City Council meeting minutes from the meeting of June 24, 2024 at 6:30 p.m.

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the minutes from the June 24, 2024 City Council Meeting at 6:30 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on June 24, 2024 at 6:30 pm.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 6.24.2024



City Council Meeting & Public Hearing

JUNE 24, 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.
- Mayor Gilvin announced that Z-24-08/V-24-08 306 Thompson Street has been deferred by the applicant to the July 29, 2024 City Council Meeting. This item will not be heard, presented, or discussed during this meeting.

2. ROLL CALL

- **Council Members**
 - Mayor Jim Gilvin
 - Mayor Pro Tem Dan Merkel
 - Brian Will
 - Fergal M. Brady
 - Donald F. Mitchell
 - John Hipes
- **Absent**
 - Douglas J. DeRito
- **Staff**
 - Chris Lagerbloom, City Administrator
 - Molly Esswein, City Attorney
 - Lauren Shapiro, City Clerk
 - James Drinkard, Assistant City Administrator
 - Adam Montgomery, Director of Information Technology
 - Brooke Lappin, Director of Courts
 - Cris Randall, Director of Human Resources
 - John Robison, Director of Public Safety

- 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
- Michael Woodman, Planning & Development Services Manager

3. PLEDGE TO THE FLAG

4. CONSENT AGENDA

A. City Council Work Session Minutes (Meeting of 5/20/2024)

Consideration of approval of the City Council meeting minutes from the Work Session of May 20, 2024.

B. City Council Meeting Minutes (Meeting of 6/3/2024)

Consideration of approval of the City Council meeting minutes from the meeting of June 3, 2024.

C. Alcoholic Beverage License Application

Consideration of approval of the following alcoholic beverage license application:

1. **PH-24-AB-11 Vybez, LLC d/b/a Zazza Restaurant and Lounge**
 124 Devore Road, Alpharetta, GA 30009
 Change in Ownership
 Restaurant
 Consumption on Premises
 Distilled Spirits, Beer, Wine & Sunday Sales
 Owner: Vybez, LLC
 Registered Agent: Arinze Iheme

D. Settlement and Release: Progressive Claim 23-5757044

Consideration of approval of a settlement and release for Progressive Claim 23-5757044 for damages that the City incurred on December 16, 2023 and with authorization for the Mayor to execute all necessary documents.

E. Financial Management Report (Month Ending April 30, 2024)

Consideration of approval of the Financial Management Report for the month ending April 30, 2024.

PUBLIC COMMENTS:

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

5. PUBLIC HEARING

A. MP-24-04/CU-24-06 SEV Laser/North Point Commons Master Plan Pod B

Consideration of a master plan amendment and conditional use to allow SEV Laser to occupy a 1,546 square foot suite in the Stone Walk at North Point shopping center. A master plan amendment is requested to the North Point Commons Master Plan Pod B to add 'Spa Services' as conditional use and a conditional use is requested to allow 'Spa Services' for SEV Laser. The property is located at 970 North Point Drive, Suite B-130 and is legally described as being located in Land Lots 754, 755, 796 & 797, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman came forward to present this item.
- The applicant, SEV Laser, is requesting a master plan amendment and conditional use to operate a 'Spa Services' business in a 1,546 square foot suite in the North Point Commons Master Plan Pod B. The business provides laser hair removal services, skin tightening, and injectables. The subject property is located at 970 North Point Drive, Suite B-130 at the northwest corner of North Point Parkway and Georgia Lane.
- This item was considered at the June 6, 2024 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (vote 6-0).
- Staff is recommending that Mayor and City Council approve MP-24-04/CU-24-06 SEV Laser/North Point Commons MP Pod B, subject to the following conditions:
 1. 'Spa Services' shall be added as a conditional use in North Point Commons Master Plan Pod B.
 2. 'Spa Services' shall be added as a conditional use at 970 North Point Drive, Suite B-130 and limited to no more than 1,546 square feet.
 3. Conditional use approval shall be limited to SEV Laser; no additional 'Spa Services' use or subleasing shall be permitted within the approved space.
 4. 'Spa Services' shall be limited to hair removal, skin tightening and injectables.
 5. Hours of operation shall be Monday – Saturday 10:00 AM – 7:00 PM.
 6. Window signage shall be limited to no more than 10% of the window area and window area shall not be covered or blacked out. No lighted window trim.
- The property is zoned PSC (Planned Shopping Center) and subject to the North Point Commons Master Plan Pod B. A 'Spa Services' business, Sugarcoat Beauty, was approved at Stone Walk at North Point in 2019 but has since vacated the shopping center. Surrounding properties are zoned PSC. First Citizens Bank and Shane Co. are located to the west, Best Buy to the north, a building occupied by Chow Wan

Korean Steakhouse is located to the east, and Ashley Furniture and La-Z-Boy Home Furnishings are located to the south.

- Stone Walk at North Point shopping center is a 4.3-acre property developed with a one (1) story, 36,600 square foot retail shopping center. A variety of businesses operate in the center, including Guitar Center, Tapout Fitness, Chicken Salad Chick, Chronic Tacos, Salon Lofts, and Piece of Cake. The applicant's business is proposed to be located in Suite B-130.
- Unified Development Code (UDC) Section 1.4.2 defines 'Spa Services' as, "A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, and hair removal/waxing, and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business."
- SEV Laser has one (1) location in Georgia at Lenox Mall, as well as several locations across the country, including in Georgia, Texas, Illinois, Minnesota, Nevada, Maryland, Florida, California, Idaho, Pennsylvania, and New York. The public hearing application states that the business offers laser hair removal services, skin tightening and injectables. Hours of operation for the business will be Monday – Saturday 10:00 AM – 7:00 PM. The applicant anticipates three (3) employees at the proposed location.
- Staff calculated trips for the proposed use which is estimated to generate one (1) AM Peak Hour trip and two (2) PM Peak Hour trips.
- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- The Community Zoning Information Meeting was held on May 8, 2024. There were three (3) public comments with no objection.
- Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment and conditional use. The use would be compatible with the surrounding uses and other locations for this business, which are similarly situated in retail corridors and shopping centers. If approved, conditions should be established that regulate and limit an expansion of services and signage.
- The applicant, Paul Matevosyan (3010 Montrose Ave, Glendale CA 91214), came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Mayor Pro Tem Merkel offered a motion to approve MP-24-04/CU-24-06 SEV Laser/North Point Commons MP Pod B, subject to the following conditions:
 1. 'Spa Services' shall be added as a conditional use in North Point Commons Master Plan Pod B.
 2. 'Spa Services' shall be added as a conditional use at 970 North Point Drive, Suite B-130 and limited to no more than 1,546 square feet.
 3. Conditional use approval shall be limited to SEV Laser; no additional 'Spa Services' use or subleasing shall be permitted within the approved space.
 4. 'Spa Services' shall be limited to hair removal, skin tightening and injectables.
 5. Hours of operation shall be Monday – Saturday 10:00 AM – 7:00 PM.
 6. Window signage shall be limited to no more than 10% of the window area and window area shall not be covered or blacked out. No lighted window trim.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

B. Z-24-10 Chapman/152 Marietta Street

Consideration of a rezoning to allow for the construction of a 2-story mixed-use building on 0.45 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-MU (Downtown Mixed-Use). The property is located at 152 Marietta Street and is legally described as being located in Land Lots 694 & 1270, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman came forward to present this item.
- The applicant, Jean Chapman, is requesting a rezoning to allow for the construction of a mixed-use building with one (1) 'For-Sale' condominium unit and approximately 4,000 square feet of medical office and retail space on 0.45 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-MU (Downtown Mixed Use). The subject property is located at 152 Marietta Street, south of the intersection of Marietta Street and Orchid Lane.
- This item was considered at the June 6, 2024 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (vote 6-0).
- Staff is recommending that Mayor and City Council approve Z-24-10 Chapman/152 Marietta Street, subject to the following conditions:
 1. Site consisting of approximately 0.45 acres shall be rezoned to DT-MU and developed substantially similar to site plan prepared by Woodruff Design Associates, revised 3/25/24, except for modifications required to comply with the conditions below. Property shall be limited to no more than 1 'For-Sale'

condominium unit and 4,000 square feet of medical office and retail space. Retail space shall be limited to retail service uses.

2. Building architecture and materials shall be substantially similar to Exhibit A – Updated Renderings, except to comply with the conditions below. Building shall have a residential character, header shall be extended above windows, and storefront windows shall have a framed, angled awning with black and white strips and scalloped edge, with final approval by DRB.
 3. A decorative low wall, metal fencing or hedge with columns shall frame the front yard.
 4. Foundation plantings, consisting of ornamental trees, shrubs, vines and/or grasses, shall be required along Marietta Street, with final approval by DRB.
 5. Developer shall improve Marietta Street frontage with a 6' planter planted with street trees, 6' sidewalk and decorative pedestrian lighting, as approved by DRB.
 6. Landscape strip along Marietta Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by DRB.
 7. Tree save area (open space) shall be set aside as depicted in the site plan prepared by Woodruff Design Associates, revised 3/25/24. Tree save area shall include decorative landscape appropriate for planting under tree canopies and seating area, with final approval by DRB.
 8. Fences and walls visible from the public right-of-way shall be decorative. Fences shall be metal, and walls shall be brick, stone, or similar material and shall be covered in creeping vines, as approved by DRB.
 9. HVAC and similar equipment shall not be visible or shall be screened from the public right-of-way.
 10. Developer shall provide creative signage, such as a painted sign, blade sign, or perpendicular sign, with final approval by DRB.
- The property is developed with two (2) structures previously used as single-family detached dwellings, including a one (1) story, 2,002 square foot building at the front of the property and a one (1) story, 1,103 square foot building at the back. Surrounding properties are zoned C-2, except the property to the north is zoned R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Victoria Square is located to the north, Homeschool Hangout Bookstore is located to the west, Back to Balance Wellness Center is located to the south, and Abuck Building Systems is located to the east. The comprehensive land use plan designation of the property is 'Mixed Use', which allows the proposed zoning and uses.

- The submitted site plan depicts a two (2) story mixed-use building, including approximately 4,000 square feet of medical office and retail space on the 1st floor and one (1) 'For-Sale' condominium unit on the 2nd floor. The building is oriented to and has vehicular access from Marietta Street. A twenty-foot (20') building setback and ten-foot (10') landscape strip are depicted along Marietta Street. A parking lot and dumpster enclosure are located at the rear of the building. A six-foot (6') sidewalk is depicted along Marietta Street. A six-foot (6') planter should be added between the sidewalk and street as a continuation of the streetscape required along Marietta Street.
- The Unified Development Code (UDC) requires twelve (12) parking spaces for the proposed mixed-use building. The site plan depicts thirteen (13) surface parking spaces, which complies with the minimum parking requirements.
- The DT-MU zoning district requires a minimum five percent (5%) amenity space for properties less than five (5) acres, which for the subject property would be 0.023 acres. Amenity space is provided in a tree save area at the rear of the property which is approximately 0.09 acres. The site exceeds the minimum amenity space requirements.
- The applicant provided a tree survey and assessment depicting several trees on the property, including a four (4) specimen trees. The site plan proposes to save five (5) trees at the rear of the property, which includes two (2) specimen trees. A note on the site plan indicates pervious concrete in the parking area will be used to address stormwater management.
- The submitted renderings depict a two (2) story mixed-use building in the Mercantile style, consisting primarily of brick and stone. The first floor of the building is depicted with a white stone storefront and the remainder of the building is a beige/brown brick. According to the City's Downtown Consultant, the proposed renderings comply with the design regulations in the Downtown Overlay. However, it is recommended that the building have a residential character due to its location on Marietta Street. Headers should extend above windows and awnings should be added to the storefront facade.
- Staff calculated vehicular trips generated by the proposed development. It is estimated that the condominium, medical office, and retail uses would generate approximately fifteen (15) AM Peak Hour trips and 24 PM Peak Hour trips.
- Fulton County Schools does not provide an impact assessment for residential developments with less than four (4) dwelling units. Impacts to area schools would be negligible with the proposed development.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that a neighbor reached out for additional information but did not respond.

- The Community Zoning Information Meeting was held on May 8, 2024. There were four (4) public comments with one (1) in support and concerns that the building is not consistent with other buildings in the area, building height, and parking.
- Staff has reviewed the applicant's proposal against the established review criteria for a rezoning. The proposal is consistent with the vision of the Downtown Master Plan and future land use designation of the property and surrounding area, which is 'Mixed Use'. Marietta Street is envisioned to redevelop into a mix of residential, office and neighborhood commercial uses. If approved, it is recommended that the proposed building have a residential character to complement surrounding development.
- The applicant, Jean Chapman (1218 Basnett Drive, Milton, GA 30004), came forward to speak on behalf of this application.

CITY COUNCIL DISCUSSION:

- Council Member Mitchell asked what the retail space could be used for.
 - Manager Woodman shared that Condition 1 limits to retail service uses.
- Council Member Brady asked the applicant if she would be fine with just Medical and Office uses.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-24-10 Chapman/152 Marietta Street, subject to the following conditions:
 1. Site consisting of approximately 0.45 acres shall be rezoned to DT-MU and developed substantially similar to site plan prepared by Woodruff Design Associates, revised 3/25/24, except for modifications required to comply with the conditions below. Property shall be limited to no more than 1 'For-Sale' condominium unit and 4,000 square feet of medical office and retail space. Retail space shall be limited to retail service uses.
 2. Building architecture and materials shall be substantially similar to Exhibit A – Updated Renderings, except to comply with the conditions below. Building shall have a residential character, header shall be extended above windows, and storefront windows shall have a framed, angled awning with black and white strips and scalloped edge, with final approval by DRB.
 3. A decorative low wall, metal fencing or hedge with columns shall frame the front yard.
 4. Foundation plantings, consisting of ornamental trees, shrubs, vines and/or grasses, shall be required along Marietta Street, with final approval by DRB.

5. Developer shall improve Marietta Street frontage with a 6' planter planted with street trees, 6' sidewalk and decorative pedestrian lighting, as approved by DRB.
6. Landscape strip along Marietta Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by DRB.
7. Tree save area (open space) shall be set aside as depicted in the site plan prepared by Woodruff Design Associates, revised 3/25/24. Tree save area shall include decorative landscape appropriate for planting under tree canopies and seating area, with final approval by DRB.
8. Fences and walls visible from the public right-of-way shall be decorative. Fences shall be metal, and walls shall be brick, stone, or similar material and shall be covered in creeping vines, as approved by DRB.
9. HVAC and similar equipment shall not be visible or shall be screened from the public right-of-way.
10. Developer shall provide creative signage, such as a painted sign, blade sign, or perpendicular sign, with final approval by DRB.
 - Council Member Mitchell seconded the motion.
 - Council Member Mitchell offered a friendly amendment to add the list of specific uses suggested by the applicant.
 - Council Member Mitchell removed his friendly amendment.
 - The motion was approved unanimously (6-0).

C. Z-24-08/V-24-08 306 Thompson Street

DEFERRED: This item has been deferred by the applicant to the July 29, 2024 City Council Meeting. This item will not be heard, presented, or discussed during this meeting.

D. E-24-04 RaceTrac/2645 Old Milton Parkway Setback and Sign Exception

Consideration of an exception to allow an EV charging station canopy to encroach into the building setback along Westside Parkway, as well as a sign exception to allow for an additional canopy sign and to increase the copy area of the sign. The property is located at 2645 Old Milton Parkway and is legally described as being located in Land Lots 801 & 802, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Charles Goldman, is requesting consideration of an exception to allow for the construction of a canopy with signage over four (4) parking spaces designated for EV Charging. Exceptions are requested to allow a canopy structure within the building setback and to allow an additional canopy sign. The subject

property is located at 2645 Old Milton Parkway at the southeast corner of Old Milton Parkway and Westside Parkway.

- Staff is recommending that Mayor and City Council approve E-24-04 RaceTrac Setback and Sign Exception, subject to the following conditions:
 1. Site shall be developed substantially similar to the site plan prepared by Priority Engineering, LLC, dated 3/19/24, and with a reduced building setback for the EV charging canopy.
 2. Developer shall plant a staggered row of evergreen shrubs, such as Otto Luyken, Loropetalum, or similar, maintained at a height of 4' to 5' and located in the 20' landscape strip adjacent to the EV Charging canopy, as approved by DRB.
 3. EV charging canopy shall be substantially similar to the canopy depicted on the Signage Mini Book plans, revised 5/24/24, with final approval by DRB.
 4. One (1) additional canopy sign shall be permitted on the EV charging canopy as depicted on the Signage Mini Book plans, revised 5/24/24, except that the canopy sign shall not have an internally illuminated sign face, with final approval by DRB.
 5. The 2 trash cans in the seating areas along Westside Parkway near the intersections with Kimball Bridge Road and Old Milton Parkway shall be removed. RaceTrac shall maintain the remaining trash cans, shall perform regular trash removal, and shall place a notice of such in the employee manual or breakroom.
- The 3.3-acre property is zoned C-2 (General Commercial) and is developed with a one (1) story, 6,210 square foot RaceTrac gas station with convenience store. Surrounding properties are zoned MU (Mixed Use) to the north, SU (Special Use) and AG (Agriculture) to the west, AG and O-I (Office-Institutional) to the south and C-2 and O-I to the east. Avalon is located to the north, Alpharetta Public Safety Building is located to the west, an undeveloped property to the south, and The Atwater shopping center and Even Hotel are located to the east.
- Unified Development Code (UDC) Subsection 2.2.15(D), C-2 General Commercial, District Regulations requires a front setback that is conditional (based on prevailing development patterns). It was determined during the development of the property that the front setback along Westside Parkway is 65'. In addition, UDC Subsection 2.6.12(D) Signs Permitted for Convenience Centers with Gasoline Pumps limits canopy signs to no more than one (1) canopy sign per road frontage not to exceed twenty (20) square feet per sign. The existing gasoline pump canopy has two (2) canopy signs, with one (1) sign facing Old Milton Parkway and the other facing Westside Parkway.
- The submitted site plan depicts an EV Charging canopy over four (4) parking spaces along Westside Parkway. One (1) of the covered parking spaces will be designated as an accessible parking space. The area is currently improved for five (5) uncovered parking spaces. The proposed canopy is located just outside the required twenty-

foot (20') landscape strip along Westside Parkway but is within the 65' building setback. A five-foot (5') wide concrete pad is proposed in front of the parking spaces which will accommodate the canopy column foundations and two (2) EV Charging stations. The DC Fast Charging stations are approximately six feet (6') tall.

- The EV Charging canopy is approximately 24' wide x 54' long and is 24' in height. The face of the canopy is depicted to be tan with a white stripe. A sixteen (16) square foot canopy sign is proposed on the north side of the EV Charging canopy facing Old Milton Parkway. The canopy sign advertises the EV Charging station and is depicted to be internally illuminated.
- The applicant notified all properties within 500' of the subject property regarding the request for exception and intent for the property. The applicant's report states that no comments were received other than the comments of no objection received at the CZIM.
- The Community Zoning Information Meeting was held on May 8, 2024. There were two (2) public comments with no objection to the request.
- Staff has reviewed the applicant's proposal and finds that the exceptions do not conflict with the established review criteria. The proposal is to retrofit an existing gas station with EV Charging stations. The applicant desires to provide the same accommodations that it does for its gasoline customers. If approved, the canopy signage should not have an internally illuminated sign face.
- Christopher Light (attorney for applicant) came forward to speak on behalf of the applicants.

PUBLIC COMMENTS:

- There were no public comments.
 - Mayor Pro Tem Merkel offered a motion to approve E-24-04 RaceTrac/2645 Old Milton Parkway Setback and Sign Exception, with the following conditions:
 1. Site shall be developed substantially similar to the site plan prepared by Priority Engineering, LLC, dated 3/19/24, and with a reduced building setback for the EV charging canopy.
 2. Developer shall plant a staggered row of evergreen shrubs, such as Otto Luyken, Loropetalum, or similar, maintained at a height of 4' to 5' and located in the 20' landscape strip adjacent to the EV Charging canopy, as approved by DRB.
 3. EV charging canopy shall be substantially similar to the canopy depicted on the Signage Mini Book plans, revised 5/24/24, with final approval by DRB.
 4. One (1) additional canopy sign shall be permitted on the EV charging canopy as depicted on the Signage Mini Book plans, revised 5/24/24, except that the canopy sign shall not have an internally illuminated sign face, with final approval by DRB.

5. The 2 trash cans in the seating areas along Westside Parkway near the intersections with Kimball Bridge Road and Old Milton Parkway shall be removed. RaceTrac shall maintain the remaining trash cans, shall perform regular trash removal, and shall place a notice of such in the employee manual or breakroom.
6. The charging canopy shall not exceed 15 feet, but will include the mansard.
 - Council Member Mitchell seconded the motion.
 - The motion failed (2-4; with Mayor Gilvin and Council Members Will, Hipes, and Brady in opposition).
 - Council Member Hipes offered a motion to deny the application as submitted.
 - ❖ Mayor Gilvin seconded the motion.
 - ❖ The motion passed (4-2; with Mayor Pro Tem Merkel and Council Member Mitchell in opposition).

E. MP-24-02/CU-24-05/V-24-13 Tractor Supply Company/North Point Business Center Master Plan Pod 7

Consideration of a master plan amendment, conditional use and variance to allow for the re-use of the 34,313 square foot former Ethan Allen building for Tractor Supply Company on 4.6 acres in North Point. A master plan amendment is requested to the North Point Business Center Master Plan Pod 7 to add 'Home Improvement Store' and 'Retail Establishment, Mixed Sale' as conditional uses. A conditional use is requested to allow 'Home Improvement Store' and 'Retail Establishment, Mixed Sales' for Tractor Supply Company. A variance is requested to Unified Development Code (UDC) Section 2.5 Parking and Loading, to reduce parking requirements. The property is located at 6800 North Point Parkway and is legally described as being located in Land Lots 687 & 702, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Tractor Supply Company, is requesting a master plan amendment, conditional use, and variance to allow Tractor Supply to re-use an existing 34,313 square foot building on 4.6 acres in the North Point Overlay. The building was previously occupied by Ethan Allen furniture store. A master plan amendment is requested to add 'Retail Establishment (Mixed Sales)' and 'Home Improvement Center' as conditional uses in Pod 7 of the North Point Business Center Master Plan and a conditional use is requested to allow 'Retail Establishment (Mixed Sales)' and 'Home Improvement Center' for Tractor Supply Company. A variance is requested to reduce parking requirements for the proposed use. The subject property is located at 6800 North Point Parkway on the south side of North Point Parkway and just east of Encore Parkway. This item was considered at the June 6, 2024 Planning

Commission meeting. There were no public comments. After discussion, Planning Commission recommended to deny (vote 5-1).

- Staff is recommending that Mayor and City Council deny MP-24-02/CU-24-05/V-24-13 Tractor Supply Company/North Point Business Center Master Plan Pod 7 request for master plan amendment, conditional use, and variance.
- The submitted request, if approved, would allow Tractor Supply Company to re-use an existing 34,313 square foot building on 4.6 acres in the North Point Overlay. The building was previously occupied by Ethan Allen furniture store. A master plan amendment is requested to add 'Retail Establishment (Mixed Sales)' and 'Home Improvement Center' as conditional uses in Pod 7 of the North Point Business Center Master Plan and a conditional use is requested to allow 'Retail Establishment (Mixed Sales)' and 'Home Improvement Center' for Tractor Supply Company. A variance is requested to reduce parking requirements for the proposed use. The subject property is located at 6800 North Point Parkway on the south side of North Point Parkway and just east of Encore Parkway.
- The property is zoned PSC (Planned Shopping Center) and is subject to the North Point Business Center Master Plan Pod 7. The property was developed in 1997 with a 1-story, 34,313 square foot building. Surrounding properties are zoned PSC. Encore Commons and Ethan Allen are located to the north, North Point Park Greenway access is located to the east, the Big Creek Greenway is located to the south, and the future site of the Encore Gateway Park is located to the west.
- The North Point Business Center Master Plan was approved in 1991 and consists of approximately 319 acres along North Point Parkway and Haynes Bridge Road. The master plan consists of eleven (11) pods designated office, retail, shopping center, and residential. The primary use in Pod 7 is office or freestanding retail (no strip shopping center) which includes uses such as, restaurant, retail store, medical office/clinic, entertainment uses, and showroom, to name a few. The applicant requests a master plan amendment to add 'Retail Establishment (Mixed Sales)' and 'Home Improvement Store' for Tractor Supply Company. Staff has determined that the use is categorized as 'Retail Establishment (Mixed Sales)', which is defined in the Unified Development Code (UDC) as, "any business establishment selling a wide variety of goods arranged in several departments including, but not limited to, hardware, automotive, sporting goods, audio and video equipment, and clothing." Due to its size, the proposed use does not meet the City's definition of 'Hardware Store'. In addition, the business offers a wider variety of goods than listed in the definition of 'Home Improvement Center' and therefore, more closely resembles 'Retail Establishment (Mixed Sales)'.
- The property is located in the North Point Overlay, which has a vision to become a walkable, live-work-play district. Implementing a balanced mix of uses will contribute to successful redevelopment efforts in the Overlay, including adding residential uses

to the area. The North Point Overlay depicts the property as being located in a priority area for residential density and the North Point LCI market analysis shows a demand for approximately 540 to 651 residential units in the study area. Given North Point's current focus as a national brand retail center, the market analysis identified a relatively small demand for future retail uses, which included a local grocery store, pharmacy, and local hardware store/niche store with neighborhood goods. This is consistent with shifting consumer preferences that, according to the LCI, desire memorable and authentic retail markets, a true sense of design and sense of place, and a balanced mix of national brands and local boutiques.

- As stated on its website, Tractor Supply Company is the country's largest rural-lifestyle retailer operating for more than 85 years in 49 states with over 2,200 stores. Tractor Supply offers a variety of goods for sale, including clothing and shoes, fencing and gates, home décor, lawn care and garden equipment, outdoor living supplies, pet and livestock supplies, sporting goods, trailers and towing equipment, tools, and live poultry. The proposed location would be the first in Alpharetta with hours of operation on Monday – Saturday 8:00 AM – 9:00 PM and Sunday 9:00 AM – 7:00 PM. The application does not indicate how many employees are anticipated at the proposed location.
- The site plan depicts the re-use of the former Ethan Allen building which is approximately 34,313 square feet. A 1,903 square foot permanent trailer/equipment display area is depicted on the west side of the building in the existing parking lot. The existing right-in/right-out driveway and shared driveway on North Point Parkway will continue to service the property. There are 129 parking spaces on the property, of which 25 spaces are proposed to be removed to accommodate the trailer/equipment display area and a loading area on the east side of the building. The Unified Development Code (UDC) requires one (1) parking space/200 square feet for a retail use, as well as a twenty percent (20%) parking reduction for properties in the North Point Overlay. The proposal requires 137 parking spaces, which represents a 33-space shortfall on the site plan.
- A note on the site plan states that the trailer/equipment display area will be screened on three (3) sides and covered with a roof. The City's UDC defines outdoor storage as, "The keeping, in an unroofed area of any goods, material, merchandise or vehicles in the same place for more than 24 hours." The zoning of the property does not allow outdoor storage; therefore, the display area must be covered.
- There should be minimal impacts to trees since the proposal represents re-use of an existing building and stormwater management will remain unchanged. The applicant's proposal does not trigger compliance with North Point open space or EcoDistrict measures.
- The applicant submitted renderings depicting exterior changes to the building. The renderings depict power washing the existing building, painted stucco water table,

painted safety red stripe on the front and sides of the building, and safety red gooseneck lighting. The proposed exterior changes do not complement the North Point Design Guidelines.

- The applicant provided a trip generation report which estimates that the proposed use will generate between 37–51 AM Peak Hour trips and 79–165 PM Peak Hour trips. Also, the applicant’s letter of intent states that based on a parking analysis of operating Tractor Supply stores, the business demands approximately 59-67 parking spaces per hour on the weekends., Staff compared trips generated by the previous use of the property (furniture store) against trips generated by the proposed use. The proposed use generates 46 AM Peak Hour trips and 31 PM Peak Hour trips more than the previous use.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500’ were contacted regarding the applicant’s intent. The report states that the applicant has received little feedback concerning the request.
- The Community Zoning Information Meeting was held on April 10, 2024. There were no public comments.
- Staff reviewed the applicant’s proposal against the established review criteria for a master plan amendment, conditional use and variance. The property is located in the North Point Overlay, which is envisioned in past planning studies to become a walkable, live-work-play district. The applicant’s proposal would further the existing imbalance between national brand retailers and local boutiques. In addition, the property is depicted in the North Point Overlay as a priority area for residential density. There are not exceptional conditions pertaining to the property due to its size, shape, or topography that support the requested parking variance. The request to reduce parking by approximately 25% is in addition to the twenty percent (20%) parking reduction required in the North Point Overlay. The applicant points to similar parking ratios at nearby locations to justify the parking reduction. However, those locations are furniture stores with large portions of the sales area dedicated to showroom or display, which is not the same as the applicant’s use. Also, there are concerns that the North Point Park greenway access could be utilized for overflow parking by the applicant’s customers during peak times for the proposed business.
- William Diehl (Attorney for Applicant and with the Law Firm of Smith, Gambrell, Russell) came forward to speak on behalf of the applicant. Additionally, he provided a binder of exhibits to each City Council meeting before his presentation.

PUBLIC COMMENTS:

- Chris Rockwell (4145 Big Creek Overlook, Alpharetta, GA 30005) came forward to speak in favor of this item.
- Francisco Piedrahita (1060 Gramercy Lane, Alpharetta, GA 30004) came forward to speak in favor of this item.

- Mayor Pro Tem Merkel offered a motion to deny MP-24-02/CU-24-05/V-24-13 Tractor Supply Company/North Point Business Center Master Plan Pod 7
- Council Member Brady seconded the motion.
- The motion was approved unanimously (6-0).

F. Fiscal Year 2025 Budget and Millage Rate

THIRD PUBLIC HEARING

- Director of Finance, Tom Harris, came forward to introduce this item.

PUBLIC COMMENTS:

- There were no public comments.

6. NEW BUSINESS

A. Fiscal Year 2025 Budget Ordinance

SECOND READING

The first reading for this item occurred during the June 3, 2024, City Council Meeting & Public Hearing

Consideration of adoption of the City of Alpharetta's Fiscal Year 2025 Budget Ordinance.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present on this item.
- The Fiscal Year 2025 Budget was distributed electronically to the City Council on May 3, 2024, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2025 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2025 budget line-item detail).
- A City Council Budget Workshop was held on May 20, 2024.
- Tonight is the final of three public hearings and the final vote on the FY 2025 Budget and Millage Rate Levy.
- There has only been one change in the budget: Administrative Assistant position has been removed from the operating budget and will remain in the general fund.

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Brady offered a motion to adopt the City of Alpharetta's Fiscal Year 2025 Budget Ordinance.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion passed unanimously (6-0).

B. Fiscal Year 2025 Millage Rate Ordinance

SECOND READING

The first reading for this item occurred during the June 3, 2024, City Council Meeting & Public Hearing

Consideration of adoption of the City of Alpharetta's Fiscal Year 2025 Millage Rate Ordinance.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year 2025 Budget was distributed electronically to the City Council on May 3, 2024, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2025 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2025 budget line-item detail).
- A City Council Budget Workshop was held on May 20, 2024.
- Tonight is the final of three public hearings and the final vote on the FY 2025 Budget and Millage Rate Levy.

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Brady offered a motion to adopt of the City of Alpharetta's Fiscal Year 2025 Millage Rate Ordinance.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion passed unanimously (6-0).

C. Request For Proposals 24-1005: On-Call Survey Services for City of Alpharetta

Consideration of approval of the award of a five-year contract for Request for Proposals 24-1005 for On-Call Survey Services for City of Alpharetta to TerraMark Land Surveying, Inc. and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to speak on this item.
- The City has a continuing need for the services of a reliable and responsive surveyor. These services are needed to assist the City in programming future design-build projects, to provide surveys of projects to be designed by City staff, and to prepare documents and exhibits necessary to acquire easements. The City's current On-Call Survey Services contract expires on June 30, 2024.
- The Department of Public Works, with guidance from the Finance Department, prepared a Request for Qualifications (RFQ) and advertised for Statement of Qualifications (SOQ) in March and April 2024. On April 4, 2024, the City received SOQs from a total of 16 surveying firms. Staff from the Department of Public Works reviewed and scored the qualifications.

- The top six scoring firms were then invited to participate in a Request for Proposals (RFP). These shortlisted firms were Atlas Technical Consultants LLC, Colliers Engineering & Design Inc., KCI Technologies Inc., Lowe Engineers LLC, Platinum Geomatics LLC, and TerraMark Land Surveying Inc. The six shortlisted firms were provided survey scopes for three potential projects and instructed to prepare proposals for the requested survey work and provide samples of completed surveys of a similar nature.
- While Colliers Engineering & Design was the highest scoring firm in cost (lowest cost for the 3 sample surveys), the quality of the sample surveys they provided was below that of the other firms. Among the noted deficiencies were call-outs for items not graphically shown on the survey, overlapping labeling, obscured text, insufficient information to determine which elevations correspond to which pipes where multiple pipes enter a single structure, and providing an incorrect FEMA Flood Insurance Rate Map number. Sample surveys provided by Colliers, Terra Mark, and KCI are attached and comments concerning the information provided or not provided have been denoted on the documents. Additionally, Staff had multiple concerns regarding Colliers' proposals submitted.
- The high scoring firm, TerraMark Land Surveying, Inc. (TerraMark), is an experienced surveyor and has provided survey services in Georgia for several agencies, including City of Dunwoody Public Works, City of Roswell Department of Transportation, Forsyth County, and Cobb County-Marietta Water Authority. Additionally, TerraMark was awarded the City's current On-Call Survey Services contract in June 2019. During the duration of that contract, TerraMark has proven to be a responsive and reliable consultant capable of providing the City with the various survey services requested.

PUBLIC COMMENTS:

- There were no public comments.
 - Mayor Pro Tem Merkel offered a motion to approve the award of a five-year contract for Request for Proposals 24-1005 for On-Call Survey Services for City of Alpharetta to TerraMark Land Surveying, Inc. and with authorization for the Mayor to execute all necessary documents.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (6-0).

D. Resolution: Union Hill Park 2021 Bond Referendum Funds

Consideration of adoption of a resolution regarding use of bond funds for Union Hill Park.

- City Attorney, Molly Esswein, read the resolution title aloud.
- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Union Hill Park was built in 1995 as a special use facility for roller hockey. Since then, the popularity of roller hockey faded, and the park usage was almost nonexistent. With

the development of the Alpharetta Greenway from Marconi Road Park to Union Hill Park, the purpose of the park was re-imagined. The new design included the renovation of the covered roller hockey rink into a special event/music venue, a Greenway trailhead and connection to the Forsyth County Greenway, redesign of the parking lot, a new skate park, and playground area. The conceptual design was shown to citizens at public input meetings and was approved by the Recreation Commission and the City Council. \$3.25 million was allocated in the 2021 Bond Referendum for redevelopment of Union Hill Park.

- The renovation and conversion of the roller hockey rink into a special event/music venue was completed in 2023 (using the 2021 Bond Funds) and has since increased overall park utilization. Since the renovation of the covered event venue, the Recreation, Parks, and Cultural Services Department has experienced an increase in the number of requests for larger events to be held at Union Hill Park. This event venue is unique to Alpharetta, and it creates a weather-friendly event space for up to 500 attendees. This year, several special events have occurred at the renovated venue, including: Shamrockin' for a Cure, Atlanta Magazine's Grill Fest, and a few Home By Dark concerts; iCan Bike Camp, Camp Momentum, and the Home By Dark Union Hill Park Summer Concert Series are scheduled for later this summer. With greater utilization, staff (and park guests) have realized there is a need for additional parking to accommodate the event programming at this Park.
- Concurrently, while utilization of the event venue of Union Hill Park increased, the costs for construction of the planned playground area also increased, such that the bond proceeds are insufficient to fund the construction of the planned playground area.
- Today, there are 107 parking spaces at Union Hill Park. The most recently approved design would improve traffic flow and add 11 parking spaces, for a total of 118 parking spaces. Recently, the City executed a Memorandum of Understanding (MOU) with ZKTeco (the company adjacent to Union Hill Park), and that MOU allows the City to utilize 72 additional ZKTeco parking spaces to accommodate events at Union Hill Park on Friday evenings, Saturdays, and Sundays.
- With the growing popularity of the event venue at Union Hill Park, the current design was revisited to see if it would be possible to add more than the 11 parking spaces. City staff determined that a potential new design of Union Hill Park could add an additional 49 parking spaces as opposed to only 11. It would not only be beneficial for individuals using and reserving the event venue to have additional parking, but it would also be less expensive to design and construct additional parking than the originally proposed playground area.
- City Council discussed the possibility of adding additional parking during Work Session on April 15, 2024. City Council directed staff to review this proposed park design change with the Recreation Commission. The Recreation Commission discussed the proposed design change during a Recreation Commission Work Session on May 29, 2024. At the regular scheduled Recreation Commission on June 11, the Recreation Commission voted to deny the proposed Union Hill Park plan to allow for the 49 additional

parking spaces and instead modify the original playground plans for Union Hill Park (vote 4-3).

- Staff recommends that the current design plan for Union Hill Park be modified to include an additional parking area instead of the current plan which includes construction of a playground area. Pursuant to O.C.G.A. 36-82-4.2, in order to modify the current design plan for Union Hill Park which was promoted prior to the adoption of the 2021 Bond Funds, it is necessary for Mayor and City Council to adopt a resolution regarding use of bond funds for Union Hill Park, which is attached here.
- City Administrator, Chris Lagerbloom, requested that the Mayor and City Council postpone this item to July 15, 2024.

PUBLIC COMMENTS:

- Martine Zurinkas (8070 Willow Tree Way, Alpharetta, GA 30004) came forward to speak in opposition.
- Karla and Luciana Piedrahita (1060 Gramercy Lane, Alpharetta, GA 30004) came forward to speak in opposition.
- Cheryl Rand (2145 Fairfax Drive, Alpharetta, GA 30009) came forward to speak in opposition.
- Council Member Hipes offered a motion to postpone this item until July 15, 2024.
- Council Member Will seconded the motion.
- The motion passed unanimously (6-0).

E. Intergovernmental Agreement: Fulton County Schools and City of Alpharetta, Recreation, Parks & Cultural Services for Community Agricultural Programming

Consideration of approval of an Intergovernmental Agreement with Fulton County Schools for Community Agricultural Programming.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- The City's community agriculture program has partnered with multiple schools in North Fulton since 2018, and in 2023 the partnership was formalized in an IGA. The partnering schools include Cambridge High School, Alpharetta High School, Milton High School and Innovation Academy. The IGA outlines the program parameters for each school.
- This IGA shall be valid for one (1) year, and will automatically renew for three (3) additional one-year terms absent either party's written notification to the other.

PUBLIC COMMENTS:

- There were no public comments.

- Council Member Hipes offered a motion to approve an Intergovernmental Agreement with Fulton County Schools for Community Agricultural Programming.
- Mayor Pro Tem Merkel seconded the motion.
- The motion passed unanimously (6-0).

F. Request for Proposals 24-118: Pool and Fountain Maintenance Services

Consideration of approval of a contract award for RFP 24-118 to DC Pool Service, LLC for the maintenance of the Wills Park Pools and fixed aquatic features, and fountains in Brooke Street Park, Town Green, Maddox Park Fountain, North Main Street Fountain, Canton/Old Canton Street and Roswell/Old Roswell Street Fountains with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- The Recreation Services and Parks Divisions published RFP 24-118, in partnership with the Finance Department, seeking vendor applicants for a five-year comprehensive pool and fountain management service for the City of Alpharetta's pools; fixed aquatic features, splash pads and fountains. The vendor is responsible for providing all necessary labor, chemical supplies (except for the pool's carbon dioxide supply), and equipment for the service and maintenance of: Wills Park Pools, Splash Pad, Slide, and aquatic features, Four City Center water features, including the Town Green Water Feature, Two Formal Garden Fountains, and the Lazy River in Brooke Street Park, Maddox Park Fountain, and Three Pocket Park Fountains.
- The awarded vendor shall manage maintenance of all pools, aquatic features, and fountains, and act as the key contact for city staff. It is expected that the awarded vendor demonstrates a continuous effort to improve operations and work cooperatively and jointly with the supervisors and managers that oversee the water facilities under their contract, to provide quality seamless customer service. The selected vendor will work directly and closely with City staff on schedules and timelines, as well as on-call procedures.
- The RFP was posted to the City and state website on March 18th, 2024. The solicitation documents were downloaded by seventeen document takers. Proposals were received on April 18th, 2024, and consisted of three responses which were submitted to the evaluation committee for review and ranking. Each submission was evaluated based on the following criteria: Chemical/Products & Material Safety Data Sheets (pass/fail); Method of Service, Project Approach (25%); Qualifications, Experience, References (32%); Local Vendor Preference (3%); and Cost Proposal (40%).
- The highest scoring vendor, DC Pool Service, LLC, is an existing vendor and has extensive knowledge of the workings of all aquatics features and fountains in the City of Alpharetta. DC Pool Service has been the selected vendor for the City fountains since the opening of the new City Hall in 2016 and the re-designed pool in 2018. Staff evaluators found the

proposal from DC Pool Service, LLC to be thorough, professional, and provided the elements to effectively perform the services required.

CITY COUNCIL DISCUSSION:

- Council Member Will asked about the cost discrepancies on the staff report.

PUBLIC COMMENTS:

- There were no public comments.
 - Council Member Hipes offered a motion to table this item until later in the meeting.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (5-0; as Mayor Pro Tem Merkel left the meeting).
 - Mayor Pro Tem Merkel left the meeting.

G. Resolution: 2024 Bullet Proof Vest Grant Application

Consideration of approval of a Resolution to support the submittal of a 2024 grant application to the U.S. Department of Justice to purchase ballistic vests and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein, read the resolution title aloud.
- Director of Public Safety, John Robison, came forward to present this item.
- The Department of Public Safety requests approval to submit a grant application for the Bureau of Justice Assistance (BJA) 2023 Bullet Proof Vest Grant. The deadline for submission of this grant application to the Department of Justice is Monday, June 10, 2024. The Bullet Proof Vest Partnership (BVP) program is an initiative of the U.S. Department of Justice to help law enforcement agencies purchase body armor for their officers through a matching fund reimbursement grant. Through the Bureau of Justice Assistance, the Department of Justice reimburses agencies for up to half the purchase price of new, approved ballistic vests. Applications are accepted annually, and awards must be used within two years. Alpharetta has applied for this grant annually for over ten years, generally receiving 60% to 100% of the requested amount.
- The Department of Justice requires a 50% match from the City totaling \$13,500, which will come from the Grant Fund. If awarded, the total funding for this initiative (grant and match components) will be \$27,000. The 2024 grant limits the number of vests requested to a maximum of \$900.00 per vest; 30 vests at \$900 is \$27,000.
- The Public Safety Department estimates needing 30 new vests through the calendar year 2023 based on the expiration dates of current vests (which carry the maximum-permitted five-year warranty) and forecasted new hiring. New ballistic armor costs approximately \$1,892.00 per set, depending on the level of protection. The total cost for 30 vests is roughly \$56,760.

- The Public Safety Department will have approximately \$17,000 remaining from the 2023 Bulletproof Grant, which expires on August 31, 2025. This includes the City's match, which will be applied to the need. The Bureau of Justice Assistance maintains a history of awards and payments and may reduce any award by this amount.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve a Resolution to support the submittal of a 2024 grant application to the U.S. Department of Justice to purchase ballistic vests and with authorization for the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion passed unanimously (5-0).

H. PH-24-14 City of Alpharetta Capital Improvement Element (CIE)

Consideration of adoption of a resolution adopting the Fiscal Year 2023 Capital Improvement Element and Annual Report.

- City Attorney, Molly Esswein, came forward and read the resolution title aloud.
- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The Georgia Planning Act of 1989 (The Act) requires that local governments keep their Comprehensive Plans current as a pre-requisite for maintaining Qualified Local Government status, a requirement for eligibility for receipt of State of Georgia funds. The Act requires that local governments provide annual updates to their Capital Improvement Element (CIE), prepared in accordance with the Minimum Planning Standards and Procedures and the Development Impact Fee Compliance Requirements.
- The CIE is designed to provide insight into key infrastructure and public improvement projects being undertaken and completed by local jurisdictions. The Annual Report details on an annualized basis the collection and use of funds derived from impact fees. Together, these documents provide a means of tracking local government performance and serve as a tool for measuring progress with respect to achieving community goals as outlined in the Comprehensive Plan.
- City Council approved a resolution authorizing Staff to transmit the CIE to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) on May 20, 2024.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to adopt a resolution adopting the Fiscal Year 2023 Capital Improvement Element and Annual Report.

- Council Member Will seconded the motion.
- The motion passed unanimously (5-0).

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

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

- Director of Community and Economic Development, Kathi Cook, came forward to introduce this item.
- The proposed renewal of an agreement between the City and Tech Alpharetta which provides \$95,000.00 in FY25 to Tech Alpharetta, paid through the Alpharetta Development Authority in 12 monthly installments. As was the case the previous year, this renewal agreement carries a one-year financial commitment that is set to expire at the end of the next fiscal year.
- Tech Alpharetta CEO, Karen Cashion, and Tech Alpharetta Treasurer, McKenzie Thompkins, came forward to speak as the beneficiary of this item.

CITY COUNCIL DISCUSSION:

- Council Member Hipes shared that he has not received any profit and loss numbers for Tech Alpharetta and asked about the total compensation for the CEO.

PUBLIC COMMENTS:

- Julie Haley (155 Cumming Street, Alpharetta, GA 30009) came forward to speak in favor of this item.
- Eric Pritchess (3435 Newport Bay Drive, Alpharetta, GA 30005) came forward to speak in favor of this item.
- ❖ Council Member Will offered a motion to approve the Intergovernmental Agreement between the City of Alpharetta and the Alpharetta Development Authority for funding for Tech Alpharetta in the amount of \$95,000.00 for the next fiscal year and with authorization for the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion passed (4-1; with Council Member Hipes in opposition).

J. Resolution: Approval of a Policy for Engineering/Design Services for Federal Aid Highway Program Funded Projects

Consideration of adoption of a resolution to adopt a policy regarding engineering and design services selection process for Federal Aid Highway Program (FAHP) funded projects and with authorization for the Mayor to execute the Georgia Department of Transportation (GDOT) Letter of Agreement and reaffirm the GDOT Confirmation of Understanding, as part of the City's Local Administered Project (LAP) Re-certification Application.

- City Attorney, Molly Esswein, read the resolution title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Georgia Department of Transportation (GDOT) receives a delegated authority to approve certain types of projects for development and construction administration from the Federal Highway Administration (FHWA). The Local Administered Project (LAP) process allows GDOT to delegate authority to qualified Local Governments (LG) such as the City of Alpharetta.
- An LG must submit a LAP Certification or Re-Certification Application for review and approval by GDOT in order to receive delegated authority for project oversight. Within the LAP Certification Application, the LG is responsible for citing the qualifications and capabilities it possesses. The LAP certification is beneficial for the LG to administer a project successfully. The certification allows the LG to create time savings related to their authority to develop, advertise, award, and manage the project. This time savings does not diminish the LG's responsibility to provide professional engineering and other resources necessary to ensure all State and Federal requirements are followed. The LG will be certified for a period of three (3) years or until either party modifies or rescinds the agreement. By agreeing to accept Federal-aid funds, the LG assumes the stewardship roles and responsibilities with respect to properly carrying out the Federal-aid project process.
- The City of Alpharetta most recently completed the LAP recertification process in 2021. As detailed above, the LAP certification stays in effect for a period of three (3) years and is currently working towards the 2024 recertification. One component of the LAP recertification process relates to the procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.
- On April 29, 2024, Alpharetta obtained approval for an update to its existing Policy for Engineering/Design Services for Federal Aid Highway Program Funded Projects. However, upon preliminary review by GDOT, additional documentation is required for full approval which would also involve a lengthy review process which could impact Alpharetta's eligibility for grant funding until the review process is concluded. These issues are fully alleviated by adopting GDOT's procurement policies and procedures for Engineering/Design Services for Federal Aid Highway Program Funded Projects.
- As previously stated, this Policy is currently adhered to by the City when procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Brady offered a motion to adopt a resolution to adopt a policy regarding engineering and design services selection process for Federal Aid Highway Program (FAHP) funded projects.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (5-0).

7. UNFINISHED BUSINESS

K. Motion to Reconsider Request for Proposal 24-116: City Website Design, Development, and Hosting

Consideration of approval of the award of a contract for RFP 24-116: City of Alpharetta Website Design, Development and Hosting to CivicPlus, LLC in an amount not to exceed \$105,022.63 and with authorization for the Mayor to execute all necessary documents.

- City Administrator, Chris Lagerbloom, came forward to present this item.
- This agenda item is for the reconsider the award a contract for RFP 24-116: City Website Development. Following a formal advertised RFP process, City Staff is recommending that the contract be awarded to CivicPlus, LLC at a total cost of \$105,022.63.
 - ❖ Council Member Hipes offered a motion to reconsider this item.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (5-0).

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the award of a contract for RFP 24-116: City of Alpharetta Website Design, Development and Hosting to CivicPlus, LLC with the secondary alternative proposal in an amount not to exceed \$88,909.74 without the mass notification.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (5-0).

8. PUBLIC COMMENT

- There were no public comments.

9. REPORTS

- There were no reports.

10. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

11. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member Brady 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 9:52 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Administration
Submitted By: Molly Esswein
Meeting Date: July 29, 2024

AGENDA ITEM:

Conflict Waiver: Jarrard and Davis for an Intergovernmental Agreement Amendment for Joint Use of Municipal Court Facilities

Consideration of approval of a Waiver of Conflict between the City of Milton and the City of Alpharetta, Georgia for the purposes of an amendment to the Intergovernmental Agreement for joint use of Municipal Court Facilities and Services and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve this conflict waiver, as part of the Consent Agenda.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

Previously, the City of Alpharetta and the City of Milton entered into an Intergovernmental Agreement (IGA) for the joint use of municipal court facilities and shared municipal clerk and solicitor services. Now, the cities have an interest in adding an administrative assistant to their shared services, and as such the current IGA needs to be prepared and approved. Because Jarrard and Davis represents both cities, a Conflict Waiver is needed to allow the city attorney's office to prepare said IGA.

If approved, this conflict waiver will allow Jarrard and Davis to continue to represent the City of Alpharetta, while also representing the City of Milton, as it relates to an amendment for the Intergovernmental Agreement for joint use of Municipal Court facilities and services.

ALTERNATIVES:

Do not approve the conflict waiver and hire outside counsel for this item.

ATTACHMENTS:

1. Conflict Waiver RE Municipal Court Services IGA

WAIVER OF CONFLICT

WHEREAS, THE CITY OF MILTON (“Milton”) is a municipal corporation of the State of Georgia; and

WHEREAS, THE CITY OF ALPHARETTA (“Alpharetta”) is a municipal corporation of the State of Georgia; and

WHEREAS, both Milton and Alpharetta may collectively be referred to hereinafter as the “Parties;” and

WHEREAS, Milton is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Milton’s City Attorney; and

WHEREAS, Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta’s City Attorney; and

WHEREAS, Milton and Alpharetta previously entered into an Intergovernmental Agreement regarding the joint use of municipal court facilities and shared municipal clerk and solicitor services (the “IGA”); and

WHEREAS, Milton and Alpharetta have an interest in preparing and approving an amendment to the IGA to provide for shared services of an administrative assistant; and

WHEREAS, Milton and Alpharetta recognize that Jarrard & Davis, LLP’s representation of both Parties regarding the IGA is a waivable conflict of interest; and

WHEREAS, the governing bodies of the Parties have considered this issue, have been informed of the potential for conflicts or competing interests between the Parties and risks associated with the same; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent both Parties while protecting both Parties’ best interests, in connection with the IGA.

NOW THEREFORE, in light of the above, the governing bodies of Milton and Alpharetta, having considered this issue, do hereby resolve as follows:

1. Milton and Alpharetta acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict.
2. Milton and Alpharetta further acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict at an open meeting.
3. Milton and Alpharetta have been provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by either government have been addressed to the satisfaction of each.
4. Milton and Alpharetta affirmatively waive any actual, potential, or apparent conflict of interest arising from or attributable to Jarrard & Davis, LLP's representation of the Parties with respect to the IGA.

(signature page follows)

Effective between the Parties this _____ day of _____, 2024.

CITY OF MILTON, GEORGIA, by and
through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]

CITY OF ALPHARETTA, GEORGIA,
by and through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]



STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: July 29, 2024

AGENDA ITEM:

Conflict Waiver: Jarrard and Davis Representation of Development Authority and the City of Alpharetta for the Local Jobs Creation Grant

STAFF RECOMMENDATION:

Approve the conflict waiver and authorize the Mayor to execute all necessary documents.

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: N/A

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:

Consideration of approval of a Conflict Waiver regarding Jarrard & Davis, LLP joint representation of the City of Alpharetta and the Development Authority of Alpharetta related to an arrangement for the extension of the Alpharetta Jobs Creation Grant.

ATTACHMENTS:

1. City - Conflict Waiver Jobs Program-2024

**CONFLICT WAIVER REGARDING JARRARD & DAVIS, LLP JOINT
REPRESENTATION OF THE CITY OF ALPHARETTA AND THE
DEVELOPMENT AUTHORITY OF ALPHARETTA RELATED TO A FUNDING
ARRANGEMENT FOR A LOCAL JOBS PROGRAM**

WHEREAS, Jarrard & Davis, LLP is the City Attorney for the City of Alpharetta, Georgia (“City”);

WHEREAS, Jarrard & Davis, LLP is the general counsel for the Development Authority of Alpharetta (“**Development Authority**”);

WHEREAS, the City Council and the Development Authority Board of Directors are presently considering a funding arrangement for a local jobs creation grant program administered by the Development Authority (“**Jobs Program**”);

WHEREAS, Jarrard & Davis, LLP proposes to represent the City and the Development Authority with respect to the Jobs Program funding arrangement;

WHEREAS, Jarrard & Davis, LLP seeks the informed consent of the City to undertake joint representation of the City and the Development Authority for the following reasons:

- The interests of the City and the Development Authority are aligned;
- There is a low probability that an actual conflict will arise; and
- If an actual conflict occurred where independent and zealous representation could not be provided, withdrawal would occur.

NOW THEREFORE, in light of the above, the City does hereby approve the joint representation of the City and the Development Authority and correspondingly waives any apparent or potential conflict of interest arising from or attributable to the representation

of the City and the Development Authority by the law firm of Jarrard & Davis, LLP in the funding arrangement for the Jobs Program.

This 29th day of July 2024.

CITY OF ALPHARETTA, GEORGIA

BY: _____
Jim Gilvin, Mayor



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: July 29, 2024

AGENDA ITEM:

Council Ratification of New National Opioids Settlement: Kroger

Consideration of City Council ratification of the execution of the Subdivision Participation and Release Form and the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co. and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council ratification of the execution of the Subdivision Participation and Release Form and State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co. and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

The City Attorney's office reviewed and approved for the Mayor to execute the Subdivision Participation and Release Form and the Memorandum of Understanding Concerning the National Settlement with The Kroger Co. for the City of Alpharetta to opt in to the benefits (and releases) of the Settlement Agreement in the case of In re National Prescription Opiate Litigation ("New National Opioids Settlement for Kroger"), which was executed on July 2, 2024. This item is being brought forward for ratification.

The Participation and Release Form signifies the City's intent to opt in to the benefits. The Memorandum of Understanding memorializes how the funds will be divided among the state and local governments. Once the participation period ends (August 12, 2024), a calculation will be made to determine what funds the city may receive.

In 2023, Mayor and City Council approved a very similar participation form and memorandum of understanding in the National Opioid Settlement involving Teva Pharmaceutical Industries, Allergan Finance, Walmart, CVS, and Walgreens.

ALTERNATIVES:

Do not approve this item and delay opting in as a municipality with the other state of Georgia subdivisions and risk not receiving any settlement funds from the class action.

ATTACHMENTS:

1. Kroger New National Opioids Settlement

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Alpharetta city, GA
Reference Number: CL-790738

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Georgia is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The *Memorandum of Understanding* for the Kroger settlement for subdivisions to execute through the DocuSign process.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by

participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Melissa M. Devine at the Georgia Attorney General's Office at (404) 458-3765 or mdevine@law.ga.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Alpharetta city	State: GA
Authorized Signatory: Jim Gilvin	
Address 1: 2 Park Plaza	
Address 2:	
City, State, Zip: Alpharetta	Georgia 30009
Phone: 6782976399	
Email: jgilvin@alpharetta.ga.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

DocuSigned by:

2DC5226B6FD44FB...

Name:

Jim Gilvin

Title:

Mayor

Date:

7/2/2024



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On March 22, 2024, The Kroger Co. (“Kroger”) agreed to a national settlement framework (the “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During April 2024, the State entered into the Opioid Settlement. The LGs have until August 12, 2024 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2024 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.



Settlement Document

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I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlement as defined in this 2024 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlement.
- d. “Opioid Settlement” means the Kroger Opioid Settlement dated March 22, 2024.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.



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- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.



Settlement Document

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- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2024 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2024 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment



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- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State



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or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used



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funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.
- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2024 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-



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wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in
(1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require th



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consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.

- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *



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ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND TO MEMORANDUM OF
UNDERSTANDING



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EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below- referenced entity, acknowledges the following:

- Alpharetta city has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**
- The undersigned is a duly-appointed representative of Alpharetta city, and has the authority to execute this document and bind Alpharetta city to the Memorandum.
- Alpharetta city is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf Alpharetta city, understands and acknowledges the terms of the Memorandum, and Alpharetta city agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature:  _____
2DG5226B6FB44FB...

Name: Jim Gilvin

Title: Mayor

Date: 7/2/2024

Entity: Alpharetta city, GA

Designated Contact for Purposes of Section VIII.b:

Name: Jim Gilvin

Title: Mayor

Address: 2 Park Plaza

Email: jgilvin@alpharetta.ga.us





STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: July 29, 2024

AGENDA ITEM:

Proposed Text Amendments: Alcohol Ordinance

Review and Council discussion of amendments to the City's alcohol ordinance as it relates to fees and the application approval process.

STAFF RECOMMENDATION:

This item is for work session purposes only. No formal action is being requested at this time.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

Chapter 4 of the Code of the City of Alpharetta details regulations regarding alcoholic beverages. This work session is to discuss proposed text amendments as it relates to the approval and review process of alcoholic beverage license applications and the setting of fees.

ALTERNATIVES:

ATTACHMENTS:

1. Alcohol Work Session 7.29.2024

ALCOHOL ORDINANCE

*TEXT AMENDMENTS
WORK SESSION
7.29.2024*

01. **ADMINISTRATIVE PROCESS**
Alpharetta Code Section 4-6

02. **FEES**
Alpharetta Code Section 4-6

**CODE
SECTIONS**

APPLICATION APPROVAL PROCESS

SEC. 4-6(D) LICENSE APPLICATIONS

“The department of community development or its designee shall review the application to determine compliance with city regulations and laws and to investigate the character and reputation of the applicant. If the director of community development or his designee determines that the application appears to meet the requirements of applicable law, the director of community development shall forward the application to the city clerk, who shall schedule and conduct a public hearing as provided in subsection (f) of this section.”

SEC. 4-6(F) LICENSE APPLICATIONS

“The city clerk shall prepare and cause to be published a notice of each pending application, which notice shall include the date the application will be considered by the city clerk, the location or street number of the premises where the applicant proposes to conduct activities permitted by this chapter, and the name of the applicant, and if a partnership, the name of the partners, and if a corporation, the names of the president, secretary and treasurer of such corporation. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the city, and shall appear once a week for two weeks immediately preceding consideration of the application by the city clerk. Each applicant for a license for consumption on the premises of alcoholic beverages shall, at such applicant's expense, post on the premises where the activities permitted by such license are to be conducted, continuously for a period of not less than ten days prior to consideration of the application by the city clerk, a notice of the pending application, meeting the following minimum specifications: this notice shall be painted or printed in black letters three inches or more in height, against a white background, on a wooden or metal sign, and having a surface of not less than 12 square feet, and shall be placed with the base of the sign not more than three feet from the ground on the most conspicuous part of the premises, facing the most frequently traveled road, street or highway abutting same, and not more than ten feet therefrom. The sign shall state clearly the nature and purpose of the application, the date and hour and place of the city clerk hearing, and the name of the person making the application. If, after conducting the public hearing, the city clerk determines that the application meets the requirements of this chapter, the city clerk shall place the application on the consent agenda of the next available city council meeting. The license shall be issued following approval of the consent agenda.”

PROPOSED AMENDMENTS

Council Consideration:

Permit alcohol license applications to be reviewed and approved administratively by staff, rather than all license applications be approved by City Council.

Current Code	Proposed Code
All alcohol license applications approved by Council, except for Temporary Special Events/Catering and Public Facility Permits	All license applications would be approved administratively by staff, except for: 1.Premises that do not have a certificate of occupancy; 2.Applications requiring a variance; 3.Large Special Event / Festivals; and 4.Any other application that warrants additional review of conditions. Any of the above types of applications would require a public hearing.
2 Legal Publications Required in Alpharetta Roswell Herald and 1 public hearing sign posted at the premises	1. Unless a public hearing is required, no legal ads would be submitted to the Alpharetta Roswell Herald 2.A notice of alcohol license application would still be published on the property for at least 21 days, regardless of whether a public hearing is required (at the applicant’s expense). 3.Additionally, staff will post the application details on the city’s website for additional notice

FEEES

SEC. 4-6(A) LICENSE APPLICATIONS

“All persons, as owners, desiring to engage in activities permitted by this chapter, shall make written application to the council for the appropriate license on forms prescribed by the director of community development, and filed with the director of community development. All applications shall be accompanied by a certified check for the full amount of the license fee, together with a separate check or cash in the amount of \$350.00 to defray investigative and administrative costs. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded, but the \$350.00 investigative fee shall be retained.”

PROPOSED AMENDMENTS

Council Consideration:

Current Code	Proposed Code
\$350.00 Investigative + Administrative Costs	1.Remove specific language about cost of investigative and administrative fees 2.Add language to allow the City Administrator or his designee to set costs for investigative fees, administrative costs, renewal fees, pouring permit fees, background check fees, and license fees. Note: Approximate cost for sign and legal advertising alone is \$301.55
Certified Check	1.Change method of payment to Cash, Check, or Credit Card



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: July 29, 2024

AGENDA ITEM: MP-24-05/CU-24-08 SIXERS CRICKET ACADEMY/WINDWARD MASTER PLAN POD 14

The applicant, Purush Raja, is requesting a master plan amendment and conditional use to allow 'Recreation Facilities, Indoor' for Sixers Cricket Academy in a 10,000 square foot suite in the Marconi Forest 300 Building. Sixers Cricket Academy is an indoor cricket training facility with accessory retail sales. A master plan amendment is requested to add 'Recreation Facilities, Indoor' to Windward Master Plan Pod 14 and a conditional use is requested to allow 'Recreation Facilities, Indoor' for Sixers Cricket Academy. The subject property is located at 2855 Marconi Drive, Suite 310 on the west side of Marconi Drive and south of Windward Parkway.

This item was considered at the July 11, 2024 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 7-0

STAFF RECOMMENDATION:

Approve MP-24-05/CU-24-08 Sixers Cricket Academy/Windward Master Plan Pod 14, subject to the following conditions:

1. 'Recreation Facilities, Indoor' shall be listed as a conditional use in Windward Master Plan Pod 14.
2. 'Recreation Facilities, Indoor' shall be added as a conditional use at 2855 Marconi Drive, Suite 310 and limited to no more than 10,000 square feet.
3. Conditional use approval shall be limited to Sixers Cricket Academy; no additional 'Recreation Facilities, Indoor' use or subleasing shall be permitted within the approved space.
4. 'Recreation Facilities, Indoor' shall be limited to cricket training services and accessory retail sales.
5. Hours of operation shall be Monday – Friday 4:00 PM – 10:00 PM and Saturday – Sunday 8:00 AM – 11:00 PM.

ITEM DESCRIPTION:

The submitted request, if approved, would allow 'Recreation Facilities, Indoor' for Sixers Cricket Academy in a 10,000 square foot suite in the Marconi Forest 300 Building. Sixers Cricket Academy is an indoor cricket training facility with accessory retail sales. A master plan amendment is requested to add 'Recreation Facilities, Indoor' to Windward Master Plan Pod 14 and a conditional use is requested to allow 'Recreation Facilities, Indoor' for Sixers Cricket Academy. The subject property is located at 2855 Marconi Drive, Suite 310 on the west side of Marconi Drive and south of Windward Parkway.

The property is zoned CUP (Community Unit Plan) and is subject to the Windward Master Plan Pod 14. The property is developed with a one (1) story, 46,323 square foot office/warehouse building. Surrounding properties are zoned CUP. Marconi Forest 200 Building is located to the north, Global Payments is located to the west, The Offices at Windward is located to the south, and 3000 Marconi Building is located to the east. The comprehensive land use plan designation of the property is 'Corporate Office', which allows the applicant's proposed use.

Marconi Forest 300 Building is located on a 4.3-acre property developed with a one (1) story, 46,323 square foot office/warehouse building with 172 parking spaces. Businesses operating in the building include Jekyll Brewing (manufacturing, office and tap room).

The Windward Master Plan was approved in 1980 with a substantial update in 1993 (MP-92-03) for a 3,000+ acre planned community, including residential, commercial, office, industrial and recreational uses. Windward Pod 14 has a land use designation of 'Business Center', which allows office-institutional, research and development,

office-professional, light industrial, and hotel/conference center. The Master Plan has been amended on a few occasions, including the non-residential master plan amendments as shown in the table below.

File #	Project Name	Pod	Requested Change	Outcome	Date
MP-13-04 / CU-13-09	HealthSouth	66	60-bed acute inpatient rehabilitation hospital	Approved	8/26/13
MP-12-08 / CU-12-08	Karate Atlanta	56	Karate School	Denied	9/23/12
MP-11-03 / CU-11-01	Amana Academy	14A	School, Academic	Denied	12/19/11
MP-07-08 / CLUP-07-08	Windward Mill	66	80,000 SF retail, 800,000 SF office, 250-rm hotel (10,000 SF meeting space), 400 For-Sale Condos	Approved	4/28/08
MP-07-07 / CLUP-07-07	1st Baptist Church	66	Church and associated uses	Approved	10/22/07
MP-06-14 / CU-06-04	Habakkuk Center	56	Church	Approved	1/22/06
MP-04-02 / CU-04-02	Comprehensive Martial Arts	56	Personal Training Studio with Office	Approved	6/21/04
MP-01-08	Source Fitness	14A	Health Club	Approved	9/24/01

Sixers Cricket Academy is an indoor cricket training facility with accessory merchandise sales. Sixers Cricket Academy is a new business. Hours of operation are Monday – Friday 4:00 PM – 10:00 PM and Saturday – Sunday 8:00 AM – 11:00 PM. The applicant anticipates approximately ten (10) employees. The applicant’s business is proposed to be located in Suite 310, which is approximately 10,000 square feet. The applicant provided a conceptual floor plan depicting approximately ten percent (10%) of the space at the front to be used for merchandise display, administrative functions, and office space. The remaining 90% of the floor area will be dedicated to open spaces for coaching, training, and other service-related activities.

TRAFFIC

As shown in the table below, Staff calculated trips for the proposed use. It is estimated that the 10,000 square foot cricket academy would generate 22 PM Peak Hour trips.

Sixer’s Cricket Academy Trip Generation Summaries

Land Use	Code	Density (SF/DU)	Period	TOTAL	IN	OUT
Racquet/Tennis Club	491	6 Courts	Daily	166	83	83
			AM Peak Hour	N/A	N/A	N/A
			PM Peak Hour	22	11	11
Total Net New Project Trips			Daily	166	83	83
			AM Peak Hour	N/A	N/A	N/A
			PM Peak Hour	22	11	11

Based upon methodologies from ITE's Trip Generation, 11th Edition (2021)

Note: AM Peak Hour Distribution not given by ITE

STANDARDS FOR MASTER PLAN AMENDMENT

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

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

Response: The proposal is suitable in view of the development of adjacent and nearby properties, which are similarly developed with a mix of office and light industrial uses.

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

Response: The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are developed with a mix of office and light industrial uses.

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

Response: The proposal would not have significant impacts on the natural environment.

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

Response: The subject property is approved for office and light industrial uses such as warehousing and manufacturing. The proposed use would primarily operate during the off-hours for existing tenants in the building.

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

Response: The proposed use would not result in significant impacts on public facilities and services.

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

Response: Not applicable.

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

Response: The proposal reflects a reasonable balance. The proposal would not adversely impact adjacent and nearby businesses and properties and would primarily operate during off-hours for existing tenants in the building.

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

Response: The subject property is approved for office and light industrial uses such as warehousing and manufacturing. The proposed use would primarily operate during the off-hours for existing tenants in the building.

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

Response: The proposal is consistent with the comprehensive land use plan designation of the property, which is 'Corporate Office'.

CONDITIONAL USE REVIEW CRITERIA

City staff has reviewed the applicant's request and compared it to the conditional use standards established in UDC Sec. 4.2.3 (B) which are as follows:

A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:

1. Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access;

Response: The property has one (1) point of access from Marconi Drive, as well as interparcel connectivity to the adjacent property (Marconi Forest 200 Building). The proposed use would not negatively impact traffic and pedestrian safety.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

Response: The above-referenced improvements are sufficiently addressed on the subject property.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

Response: The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are developed with a mix of office and light industrial uses. The applicant's business hours generally do not overlap with the business hours of tenants in the same building and surrounding properties.

4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

Response: Not applicable.

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area;

Response: The proposal should not impede the normal and orderly development of surrounding properties, which are similarly developed with a mix of office and light industrial uses. In addition, the applicant's business hours generally do not overlap with the business hours of tenants in the same building and surrounding properties.

6. Ensuring that the location and character of the conditional use is consistent with a desirable pattern of development for the city, in general; and

Response: The location and character of the proposed use is appropriate as it relates to the use and development of adjacent or nearby properties, which are similarly developed with a mix of office and light industrial uses. In addition, the applicant's business hours generally do not overlap with the business hours of tenants in the same building and surrounding properties.

7. Ensuring that the conditional use is appropriately separated from similar uses and conflicting uses, such as residences, government buildings, parks, churches, or schools.

Response: There are no conflicting uses in the area. The Windward Master Plan has been amended and conditional uses have been approved for uses such as, churches, hospital, fitness studio, and athletic facility.

CONCURRENCES

Staff has reviewed the applicant’s proposal against the review criteria for a master plan amendment and conditional use. The proposal would not adversely impact adjacent and nearby businesses and properties, which are developed with a mix of office and light industrial uses. The applicant’s business hours generally do not overlap with the business hours of tenants in the same building and surrounding properties. The Windward Master Plan has been amended and conditional uses have been approved for uses such as, churches, hospital, fitness studio, and athletic facility.

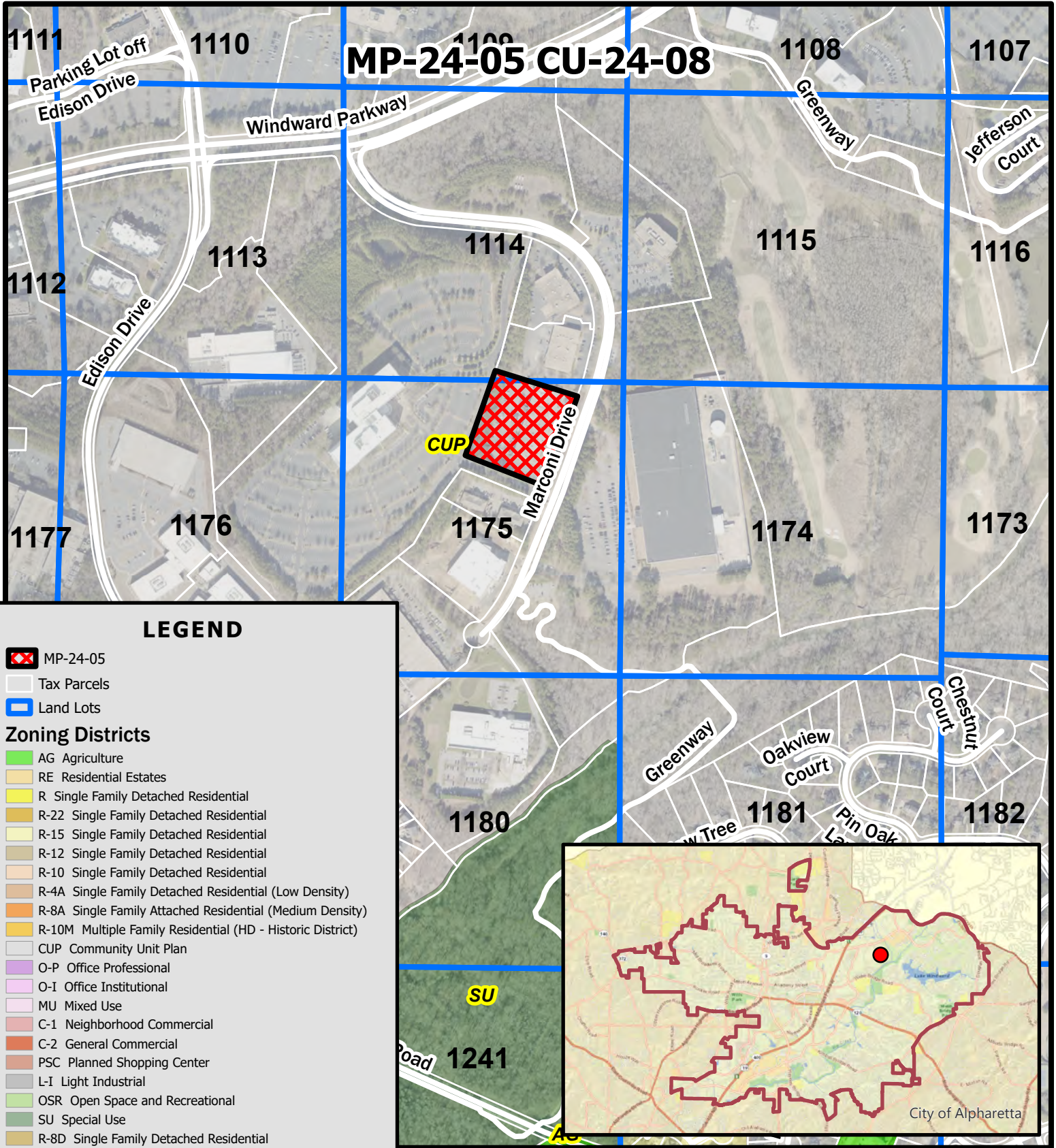
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500’ of the subject property stating the applicant’s intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on June 12, 2024. There were no public comments.

ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • CZIM • Citizen Part B • Application



LEGEND

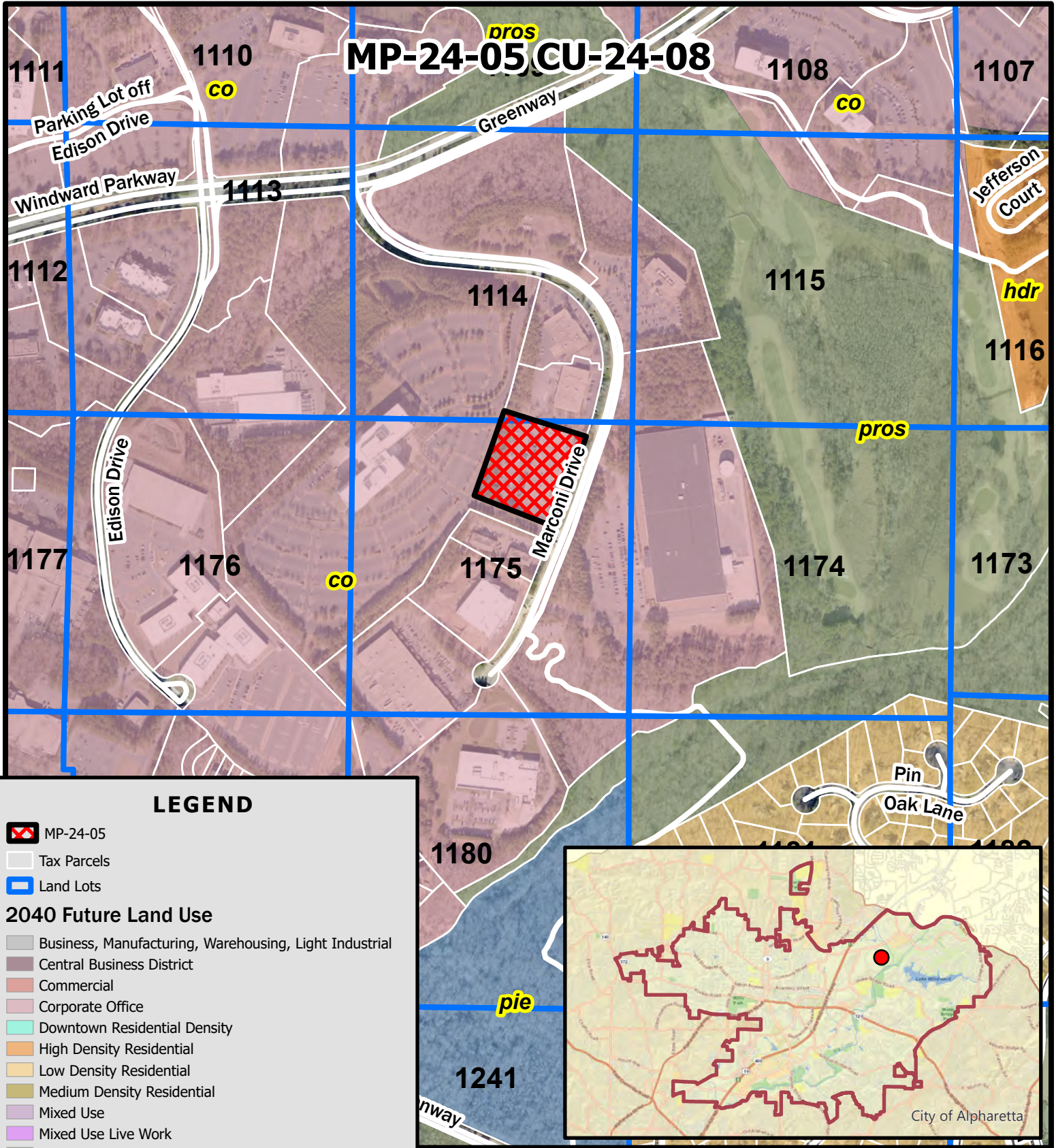
- MP-24-05
- Tax Parcels
- Land Lots
- Zoning Districts**
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-10M Multiple Family Residential (HD - Historic District)
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-I Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- R-8D Single Family Detached Residential
- R-4D Single Family Detached Residential (Medium Density)
- R-8A/D Single Family Attached/Detached Residential
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential

MP-24-05 CU-24-08

D/LL: 2/1/1114, 1175

PC: 7/11/24

CC: 7/29/24



LEGEND

- MP-24-05
- Tax Parcels
- Land Lots

2040 Future Land Use

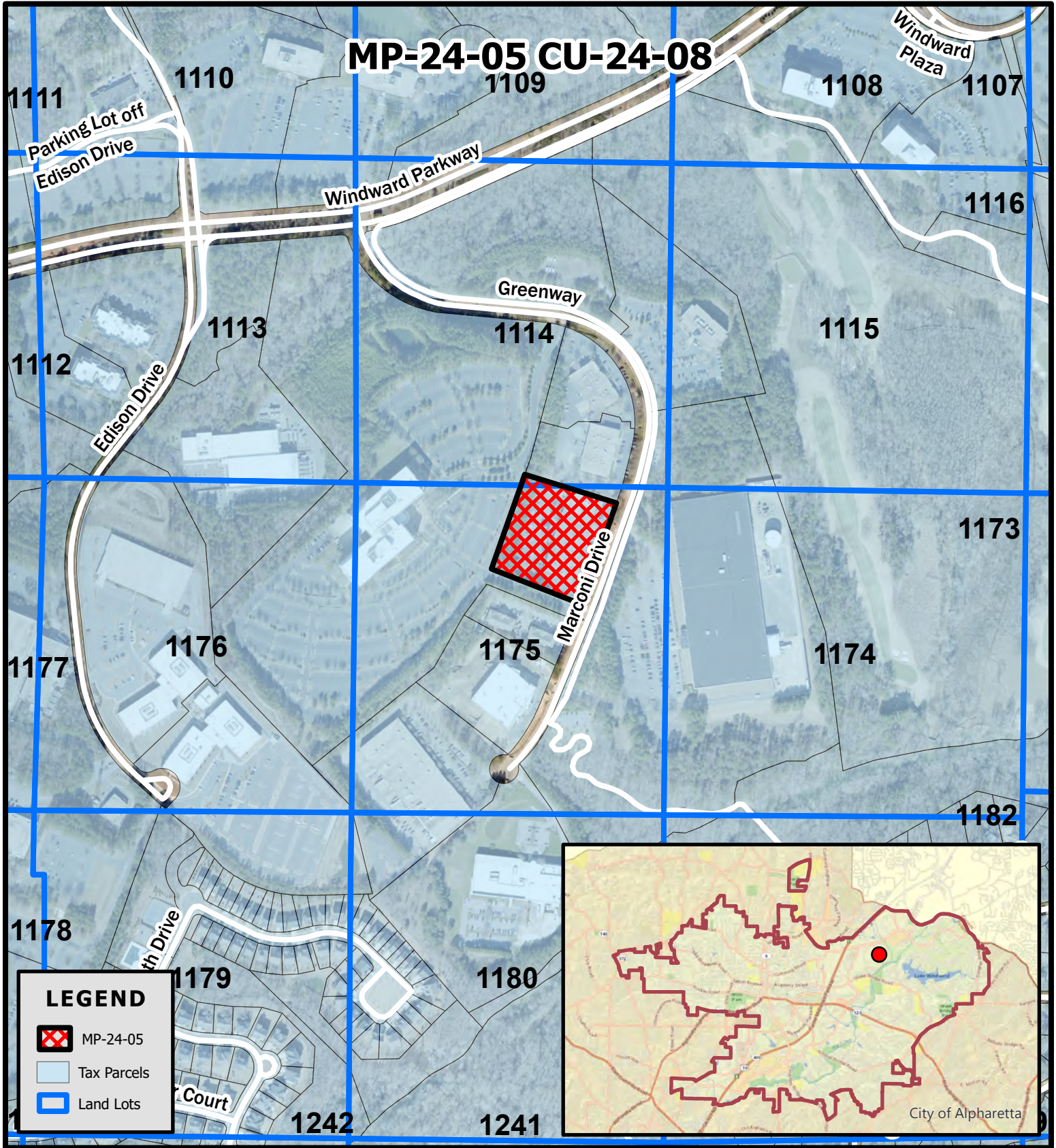
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential

MP-24-05 CU-24-08

D/LL: 2/1/1114, 1175

PC: 7/11/24

CC: 7/29/24



MP-24-05 CU-24-08

LEGEND

-  MP-24-05
-  Tax Parcels
-  Land Lots

MP-24-05 CU-24-08
D/LL: 2/1/1114, 1175
PC: 7/11/24
CC: 7/29/24

Location Map
Sixers Cricket Academy
2855 Marconi Drive Suite 310



Community Zoning Information Meeting (CZIM)

Please sign-in and leave your comments and/or concerns.

June 12, 2024

MP-24-05/CU-24-08 / Sixers Cricket Academy/Windward Master Plan Pod 14

NAME	ADDRESS	COMMENTS
SWATHI KONDA	3015 Vance Court Alpharetta	

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: Sixers Cricket Academy

Contact Name: Purushothaman Raja Telephone: 608-406-5848

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

N/A

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

- | | |
|------------------------------------|---|
| ☐ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other (Please Specify) _____ |

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

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

Signature of Authorized Agent: R. Purushothaman Date: 06/20/2024

Print Form

05/13/2024

Purushothaman Raja
Sixers Cricket Academy
4545 Heatherton Ln
Cumming, GA 30041

RE: **MP-24-05/CU-24-08 Sixers Cricket Academy/Windward MP Pod 14**

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a master plan amendment and conditional use to allow Sixers Cricket Academy to occupy approximately 10,000 square feet in an existing building. A master plan amendment is requested to the Windward Master Plan Pod 14 to add 'Recreation Facilities, Indoor' as a conditional use and a conditional use is requested to allow 'Recreation Facilities, Indoor' for Sixers Cricket Academy. The property is located at 2855 Marconi Drive and is legally described as being located in Land Lots 1114 & 1175, 2nd District, 1st Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) for this request will be held on **Wednesday, June 12, 2024, at 6:00 PM** in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is Located at 2 Park Plaza, Alpharetta, GA 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by **the Planning Commission on Thursday, July 11, 2024, and City Council on Monday, July 29, 2024, at 6:30 PM**. The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at sixerscricketacademy@gmail.com or 608-406-5848.

Sincerely,
Purushothaman Raja
Sixers Cricket Academy

CURRENT OCCUPANT
2855 MARCONI DR STE 310
ALPHARETTA GA 30005

CXI HOLDINGS LLC
1065 CARNOUSTIE LN
ALPHARETTA GA 30005-6964

2755 MARCONI DRIVE LLC
11660 ALPHARETTA HWY STE 220
ROSWELL GA 30076

ROGERS CAMPUS LLC
2050 MARCONI DR # 200
ALPHARETTA GA 30005

JDM III GA LLC
2400 E ARIZONA BILTMORE CIR STE 1270
PHOENIX AZ 85016

MARCONI DRIVE OFFICES LLC
2450 ATLANTA HWY STE 1904
CUMMING GA 30040-1237

MINBRO MARCONI LLC
3300 HOLCOMB BRIDGE RD STE 242
NORCROSS GA 30092

PAJUNK REAL ESTATE LP
6612 BAY CIR STE 140
NORCROSS GA 30071

5995 WINDWARD ATLANTA OFFICE LLC
P.O. BOX 250509
ATLANTA GA 30305

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY	
Case #:	PH 240023
PH #:	MP-24-05 / CU-24-08
☐ Property Taxes & Code Violations Verified	
☒ Fee Paid	Initial: JC

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Purushothaman Raja

Telephone: 608-406-5848

Address: 4545 Heatherton Ln

Suite: _____

City: Cumming

State: GA

Zip: 30041

Fax: _____

Mobile Tel: 608-406-5848

Email: Purushothraja@gmail.com

Subject Property Information:

Address: 2855 Marconi Dr, SUITE #310

Current Zoning: CUP

District: 10

Section: _____

Land Lot: _____

Parcel ID: 21 553011140310

Proposed Zoning: _____

Current Use: _____

This Application For (Check All That Apply):

- | | | |
|---|---|---|
| ☒ Conditional Use | ☒ Master Plan Amendment | ☐ Comprehensive Plan Amendment |
| ☐ Rezoning | ☐ Master Plan Review | |
| ☐ Variance | ☐ Public Hearing | |
| ☐ Exception | ☐ Other (Specify): _____ | |

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: CXI Holdings LLC

Telephone: _____

Address: 1065 CARNOUSTIE LN

Suite: _____

City ALPHARETTA

State: GA

Zip: 30005

. 6964

Authorization:

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

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

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

Property Owner's Authorized Applicant (If applicable):

Name of Authorized Applicant: Purushothaman Raja

Telephone: 608-406-5848

Address: 4545 Heatherton Ln

Suite: _____

City Cumming

State: GA

Zip: 30041

So Sworn and Attested:

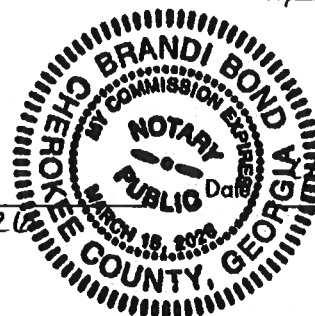
Owner Signature: _____

Date: 4/30/2024

Notary:

Notary Signature: _____

Brandi Bond
my commission expires 3/15/2026



4/30/2024

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: CXI Holdings LLC

Telephone: _____

Address: 1065 CARNOUSTIE LN

Suite: _____

City ALPHARETTA

State: GA

Zip: 30005

. 6964

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant:

Purushothaman Raja

Telephone:

608-406-5848

Address:

4545 Heatherton Ln

Suite: _____

City

Cumming

State:

GA

Zip:

30041

So Sworn and Attested:

Owner Signature: _____

Date:

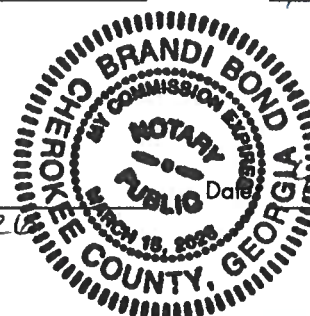
4/30/2024

Notary:

Notary Signature: _____

Brandi Bond

my commission expires 3/15/2025



4/30/2024

DISCLOSURE FORM

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

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

Name of Applicant or Opponent:

Purushothaman Raja

Subject Public Hearing Case:

Sixers cricket Academy

Campaign Contribution Information:

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

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

Name of Official:

N/A

Position:

Description of Contribution:

Value:

\$0

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature:

P. Purushothaman Raja

Date:

5/1/24

APPLICANT REQUEST AND INTENT

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

Sixers Cricket Academy as a cutting-edge facility providing an ideal environment for Cricket Merchandise and services.

Cricket Merchandise Storefront and Inventory Storage: Dedicated, expansive merchandise area showcasing top-tier cricket brands, offering everything players need under one roof to excel in their cricketing endeavors.

Cricket Services: Providing cricket allied services including computerized bat knocking services for bat strength and durability, Classrooms and Meeting Rooms and Amenities.

Indoor Cricket Nets: International standard high-quality, all-weather nets equipped with advanced bowling machines, ensuring uninterrupted practice sessions regardless of weather conditions.

Applicant's Request (Please itemize the proposal):

Sports Retail:

Property Usage: Utilize the property as a physical storefront for the sports retail business.

Inventory Storage: Allocate space within the property for inventory storage.

Customer Interaction Area: Designate an area for customer interaction, product trials, and sales assistance.

Online Order Fulfillment: Allocate a portion of the property for online order processing, including packing and shipping.

Cricket Academy:

Training Facilities: Develop cricket-specific training facilities, including pitches, nets, and bowling machines.

Classrooms and Meeting Rooms: Include dedicated spaces for theory sessions, strategy discussions, and player feedback.

Changing Rooms and Amenities: Provide comfortable changing rooms with lockers, showers, and restroom facilities.

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

Sports Retail:

The property will provide a dedicated space to showcase and sell sports equipment. By having a storefront, the business can attract local customers and provide them with a convenient location to browse and purchase products. The inventory storage space within the property will ensure adequate stock levels to meet customer demand and enable efficient management of merchandise. The online order fulfillment section will enable the business to efficiently process and dispatch orders received through its e-commerce platform, catering to both local and online customers.

Cricket Academy:

The property will serve as a comprehensive training facility tailored specifically for cricket enthusiasts, offering state-of-the-art amenities and equipment. The inclusion of training facilities such as pitches, nets, and bowling machines will provide aspiring cricketers with an ideal environment to hone their skills and improve their game. Dedicated classrooms and meeting rooms will facilitate theoretical instruction, strategy development, and coach-player interactions, enhancing the learning experience. Well-equipped changing rooms and amenities will ensure the comfort and convenience of academy participants, promoting a positive training atmosphere.

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed sports retail business and cricket academy aim to seamlessly integrate with surrounding properties by adhering to zoning regulations and ensuring compatibility with the existing commercial landscape. Through thoughtful design and aesthetics, the businesses will complement

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

This proposal is expected to enhance the surrounding properties' use and value by increasing the area's attractiveness and vitality. The presence of a sports retail business and cricket academy could boost foot traffic, benefiting neighboring establishments.

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

The current zoning restrictions may hinder the property's economic use by limiting permissible businesses and activities, potentially reducing its market appeal. Additionally, constraints on building current master plan and zoning may further impede the property's ability to be developed for a reasonable economic purpose within the existing zoning framework.

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

Approval of the proposal may have a slight uptick in the traffic inflow especially on the Marconi drive, Job opportunities and access to sports facilities attract new residents. Furthermore, moderate increase in traffic, will be during the off-peak hours (i.e., Evening time).

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

If the proposal is approved, schools utilizing the facility for training purposes and potentially forming cricket teams could foster positive engagement and collaboration between the businesses and educational institutions. While there may be minimal direct impact on school infrastructure, leveraging

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

The proposal aligns with the Alpharetta Comprehensive Plan, including the Future Land Use Map, by promoting mixed-use development and recreational amenities that enhance community vibrancy and quality of life. By integrating sports retail and cricket training facilities, the proposal diversifies land use in line with the plan's vision for balanced growth and active lifestyle opportunities.

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

Existing conditions such as increasing demand for sports retail and recreational facilities, coupled with evolving community preferences towards active lifestyles, provide favorable conditions for the development of the property and support the proposed request.

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Siters Cricket Academy

Contact Name: Purushothaman Raja Telephone: 608-406-5848

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

<u>See attached list</u>	

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

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

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

CXI HOLDINGS LLC
1065 CARNOUSTIE LN
ALPHARETTA GA 30005-6964

2755 MARCONI DRIVE LLC
11660 ALPHARETTA HWY STE 220
ROSWELL GA 30076

ROGERS CAMPUS LLC
2050 MARCONI DR # 200
ALPHARETTA GA 30005

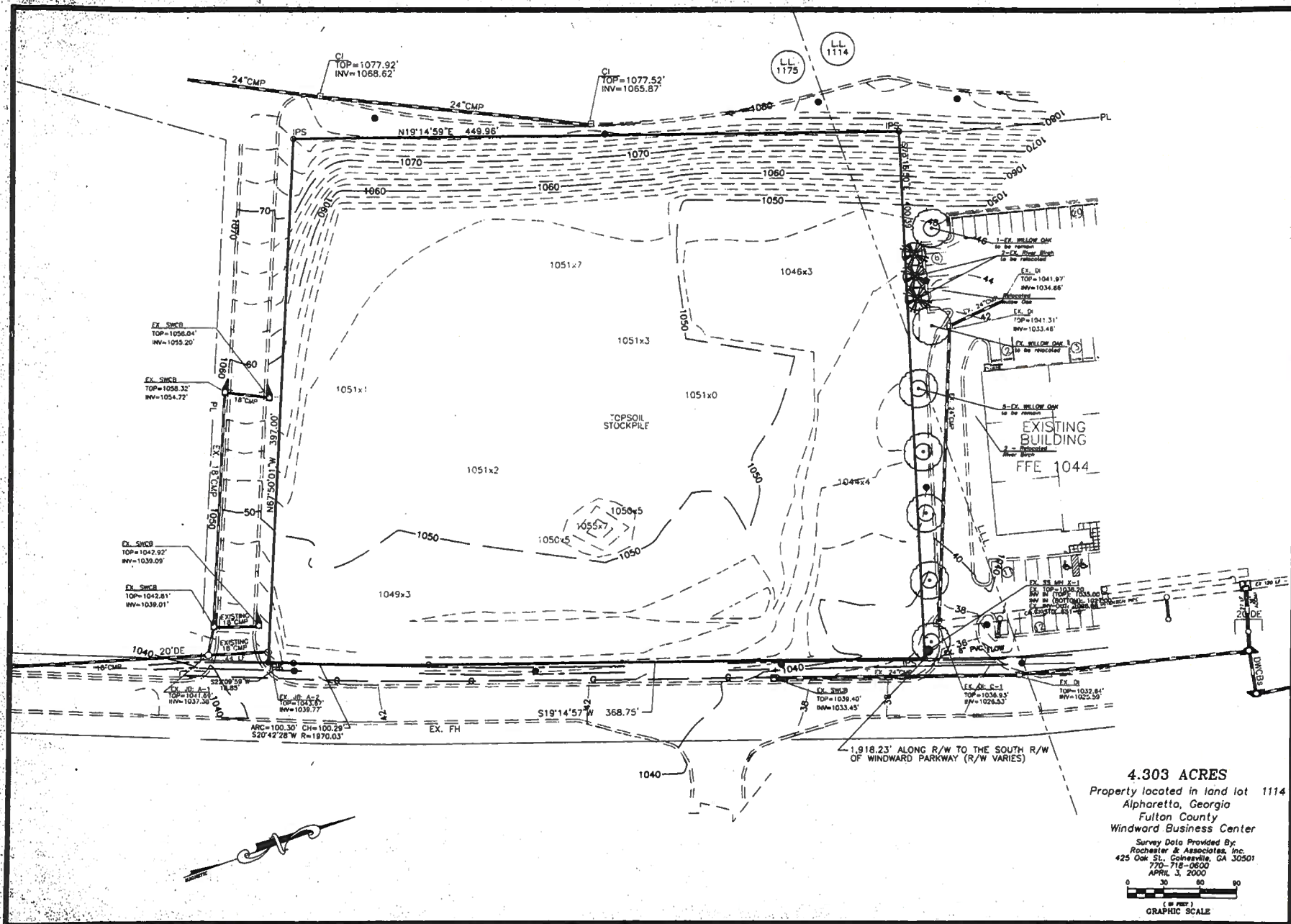
JDM III GA LLC
2400 E ARIZONA BILTMORE CIR STE 1270
PHOENIX AZ 85016

MARCONI DRIVE OFFICES LLC
2450 ATLANTA HWY STE 1904
CUMMING GA 30040-1237

MINBRO MARCONI LLC
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NORCROSS GA 30092

PAJUNK REAL ESTATE LP
6612 BAY CIR STE 140
NORCROSS GA 30071

5995 WINDWARD ATLANTA OFFICE LLC
P.O. BOX 250509
ATLANTA GA 30305



4.303 ACRES
 Property located in land lot 1114
 Alpharetta, Georgia
 Fulton County
 Windward Business Center

Survey Data Provided By:
 Rochester & Associates, Inc.
 425 Oak St. Gainesville, GA 30501
 770-718-0800
 APRIL 3, 2000

DESIGNED - P
 CHECKED - P
 DATE - 5-9-2000
 SHEET



AEC
 ASSOCIATED
 ENGINEERING
 CONSULTANTS Inc.
 50 Warm Springs Circle
 Roswell, Georgia 30055
 (770) 541-1942 • Fax (770) 599-6881

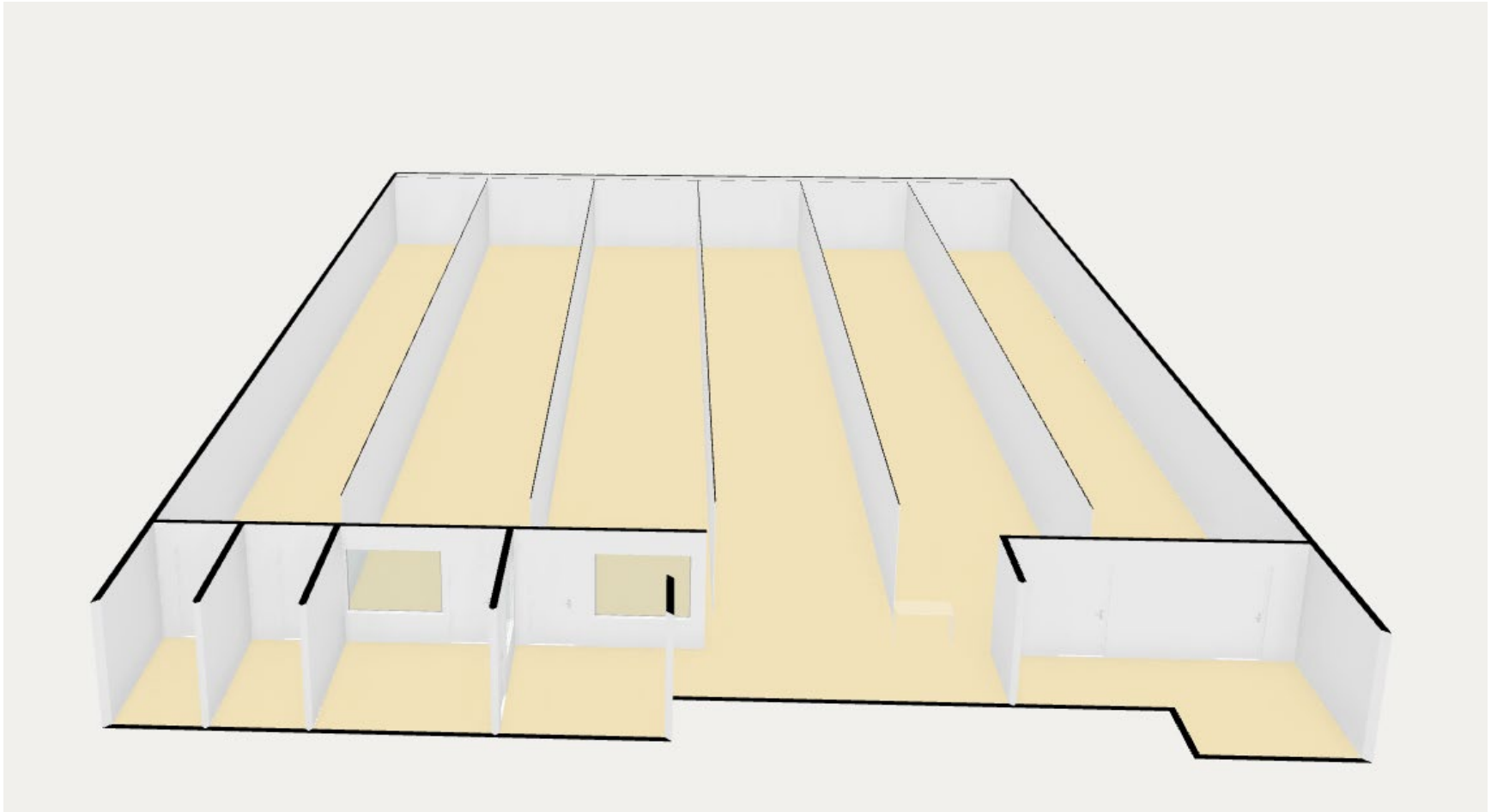
**MARCONI FOREST
 BUILDING 300
 FOR
 PARKE DAY PROPERTIES, LLC**

**EXISTING
 CONDITIONS**

REVISIONS	DATE
1. REVISED FOR CITY AND COUNTY CHANGES	7/2/00

PROJECT NO. - 01.120.20
 DRAWN - BOB, ADY, TJB
 DESIGNED - P
 CHECKED - P
 DATE - 5-9-2000
 SHEET

Cla



Purushothaman Raja
4545 Heatherton Ln, Cumming, GA, 30041
Purushothraja@gmail.com
608-406-5848
May 01, 2024

City of Alpharetta
2 Park Plaza, Alpharetta, GA 30009

Dear Sir / Madam,

I am writing to express our intent to establish Sixers Cricket Academy (Referred as Sixers) within the City of Alpharetta. Our academy aims to provide premier Cricket services and merchandise to enthusiasts of all ages, contributing to the vibrant sports culture for the community.

Sixers primarily focus on offering high-quality coaching and services to Cricket enthusiasts, with merchandise sales complementing our core offerings. Sixers will functional ~10,000 sq ft location in 2855 Marconi Dr, Alpharetta, GA. In that, approximately 90% of the facility will be dedicated to open spaces, specifically designed for coaching, training, and other service-related activities. The remaining 10% of the space will be allocated for merchandise displays, administrative functions, and office space.

Our facility will include an expansive merchandise area featuring renowned cricket brands, as well as state-of-the-art amenities such as computerized bat knocking, classrooms, and comfortable accommodations for players and visitors.

Our Operating hours includes Monday to Friday – 04:00 pm to 10:00 pm and Weekends (Saturday and Sunday) between 08:00 am to 11:00 pm. During peak hours, we anticipate a maximum of 30 customers on-site, ensuring minimal traffic disruption to the surrounding area. Facility will be monitored 24x7 with security features includes camera monitoring, recording, automatic door features (i.e., ADT Brivo enabled) and smart light fixtures.

Sixers aimed to provide job opportunity for ~10 American citizens, thereby helping community, promoting the sport of Cricket, and providing exceptional service to our patrons.

We are committed to adhering to all regulations of Safe Sports and guidelines set forth by the City of Alpharetta, including those related to zoning, safety, and environmental considerations. Our goal is not only to operate a successful business but also to become an integral part of the local community, fostering a love for Cricket and promoting healthy lifestyles among residents.

We appreciate the opportunity to submit this letter of intent and eagerly await the next steps in the approval process. Should you require any additional information or documentation, please do not hesitate to contact us at 608-406-5848 or Purushothraja@gmail.com.

Thank you for your time and consideration.

Sincerely,
Purushothaman Raja | Managing Partner | Sixers Cricket Academy | Mobile: 608-406-5848



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: July 29, 2024

AGENDA ITEM:

Resolution: Union Hill Park 2021 Bond Referendum Funds

Consideration of adoption of a resolution regarding use of bond funds for Union Hill Park.

STAFF RECOMMENDATION:

Consider a resolution regarding the use of bond funds for Union Hill Park and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Union Hill Park was built in 1995 as a special use facility for roller hockey. Since then, the popularity of roller hockey faded, and the park usage was almost nonexistent. With the development of the Alpharetta Greenway from Marconi Road Park to Union Hill Park, the purpose of the park was re-imagined. The new design included the renovation of the covered roller hockey rink into a special event/music venue, a Greenway trailhead and connection to the Forsyth County Greenway, redesign of the parking lot, a new skate park, and playground area. The conceptual design was shown to citizens at public input meetings and was approved by the Recreation Commission and the City Council. \$3.25 million was allocated in the 2021 Bond Referendum for redevelopment of Union Hill Park.

The renovation and conversion of the roller hockey rink into a special event/music venue was completed in 2023 (using the 2021 Bond Funds) and has since increased overall park utilization. Since the renovation of the covered event venue, the Recreation, Parks, and Cultural Services Department has experienced an increase in the number of requests for larger events to be held at Union Hill Park. This event venue is unique to Alpharetta, and it creates a weather-friendly event space for up to 500 attendees. This year, several special events have occurred at the renovated venue, including: Shamrockin' for a Cure, Atlanta Magazine's Grill Fest, and a few Home By Dark concerts; iCan Bike Camp, Camp Momentum, and the Home By Dark Union Hill Park Summer Concert Series are scheduled for later this summer. With greater utilization, staff (and park guests) have realized there is a need for additional parking to accommodate the event programming at this Park.

Concurrently, while utilization of the event venue of Union Hill Park increased, the costs for construction of the planned playground area also increased, such that the bond proceeds are insufficient to fund the construction of the planned playground area.

Today, there are 107 parking spaces at Union Hill Park. The most recently approved design would improve traffic flow and add 11 parking spaces, for a total of 118 parking spaces. Recently, the City executed a Memorandum of

Understanding (MOU) with ZKTeco (the company adjacent to Union Hill Park), and that MOU allows the City to utilize 72 additional ZKTeco parking spaces to accommodate events at Union Hill Park on Friday evenings, Saturdays, and Sundays.

With the growing popularity of the event venue at Union Hill Park, the current design was revisited to see if it would be possible to add more than the 11 parking spaces. City staff determined that a potential new design of Union Hill Park could add an additional 49 parking spaces as opposed to only 11. It would not only be beneficial for individuals using and reserving the event venue to have additional parking, but it would also be less expensive to design and construct additional parking than the originally proposed playground area.

City Council discussed the possibility of adding additional parking during Work Session on April 15, 2024. City Council directed staff to review this proposed park design change with the Recreation Commission. The Recreation Commission discussed the proposed design change during a Recreation Commission Work Session on May 29, 2024. At the regular scheduled Recreation Commission on June 11, the Recreation Commission voted to deny the proposed Union Hill Park plan to allow for the 49 additional parking spaces and instead modify the original playground plans for Union Hill Park (vote 4-3).

Staff recommends that the current design plan for Union Hill Park be modified to include an additional parking area instead of the current plan which includes construction of a playground area. Pursuant to O.C.G.A. 36-82-4.2, in order to modify the current design plan for Union Hill Park which was promoted prior to the adoption of the 2021 Bond Funds, it is necessary for Mayor and City Council to adopt a resolution regarding use of bond funds for Union Hill Park, which is attached here.

This item was discussed at the June 24, 2024, City Council Meeting. During that meeting, Mayor and City Council voted to defer this item to the July 15 City Council Meeting. During the July 15 City Council Meeting, staff sought and City Council voted to approve the deferral of this item to the July 29th City Council meeting. The staff reports for this item from the June 24 and July 29 City Council meetings are attached.

This item was discussed at the June 24, 2024, City Council Meeting. Mayor and City Council voted to defer this item to the July 15 City Council Meeting. The staff report for this item from the June 24 City Council meeting is attached.

Staff requested deferral, and Mayor and City Council moved this item to the regular meeting of July 29th. Staff will then be able to share with the City Council actual examples of playgrounds that will fit the project budget.

A new plan was developed, and it includes a small playground area, the skate park, covered event venue, and the existing parking lot. The design is attached.

The Recreation Commission discussed this item at their July 24th Work Session. While no vote was taken, the discussion revolved around the parking lot vs playground resolution and if the playground route is taken, they would like to have input on the design of the playground and surrounding area.

ALTERNATIVES:

1. Do not adopt a resolution and proceed with the current design of Union Hill Park and allocating additional funds in order to cover the additional costs associated with the playground construction.
2. Do not adopt a resolution and proceed with the current design of Union Hill Park and proceed and value engineer a design for the current budget.

ATTACHMENTS:

1. Union Hill 100% Concept Package Revised
2. Hockey Slab Parking Concept
3. Resolution Park Bond Union Hill Park
4. Recreation Commission Work Session Minutes form May 29, 2024 (Official)
5. Recreation Commission Minutes from June 11, 2024 (UNOFFICIAL)

6. June 24 City Council Meeting Staff Report
7. July 15 City Council Meeting Staff Report
8. Union Hill Park - Original Design
9. Union Hill Park - Parking Design
10. Union Hill Park - Playground Concept July 2024
11. Union Hill Park - Updated Aerial View of Playground
12. Union Hill Park - Updated side view of playground

VISIONING UNION HILL

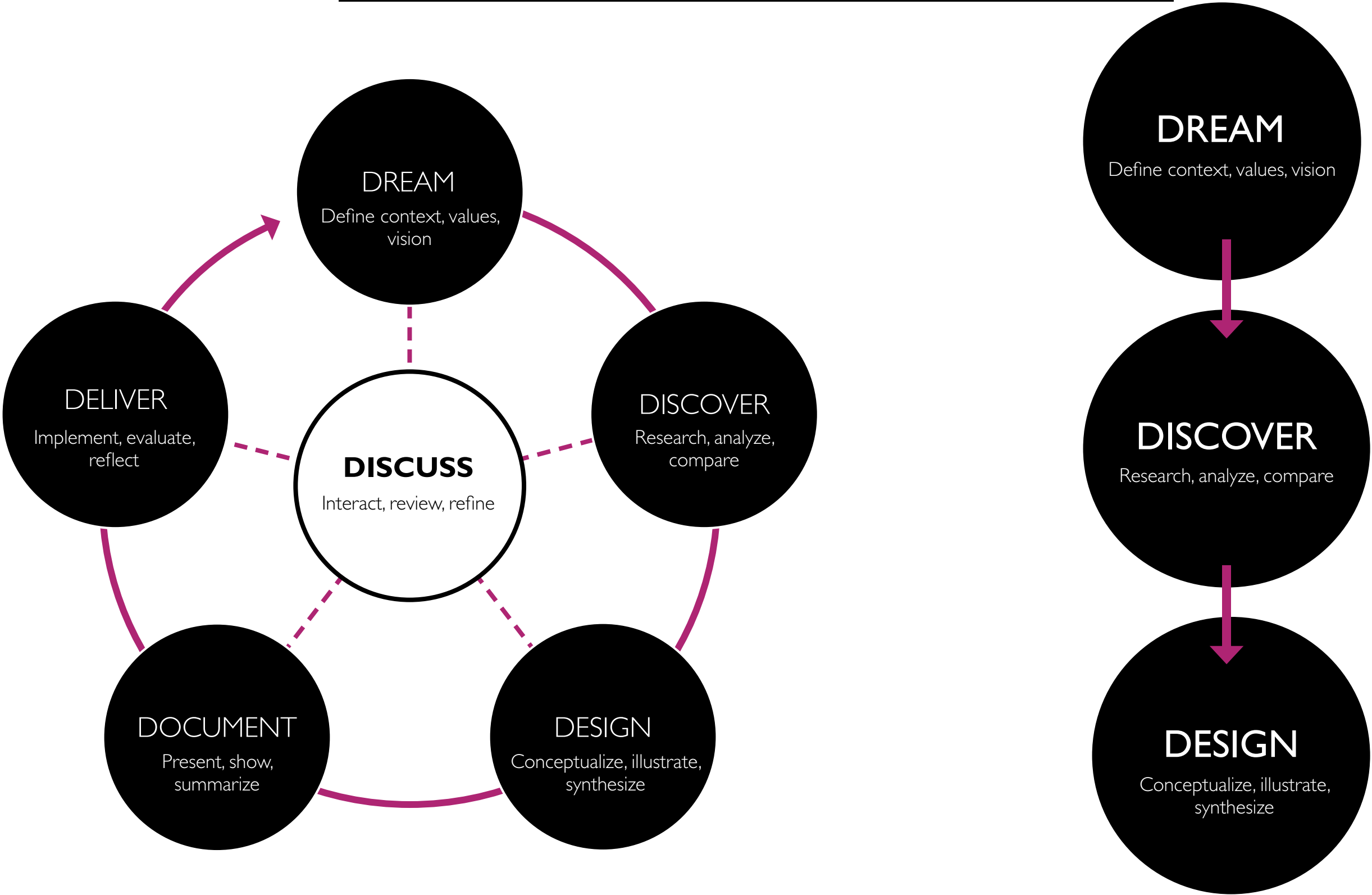
Prepared for City of Alpharetta

February 28, 2023



DIX·HITE

THE 6D PROCESS



CONTEXT MAP





BIG CREEK GREENWAY



GOLF CLUB OF GEORGIA



WINDWARD COMMUNITY PARK



DOWNTOWN ALPHARETTA



BIG CREEK GREENWAY



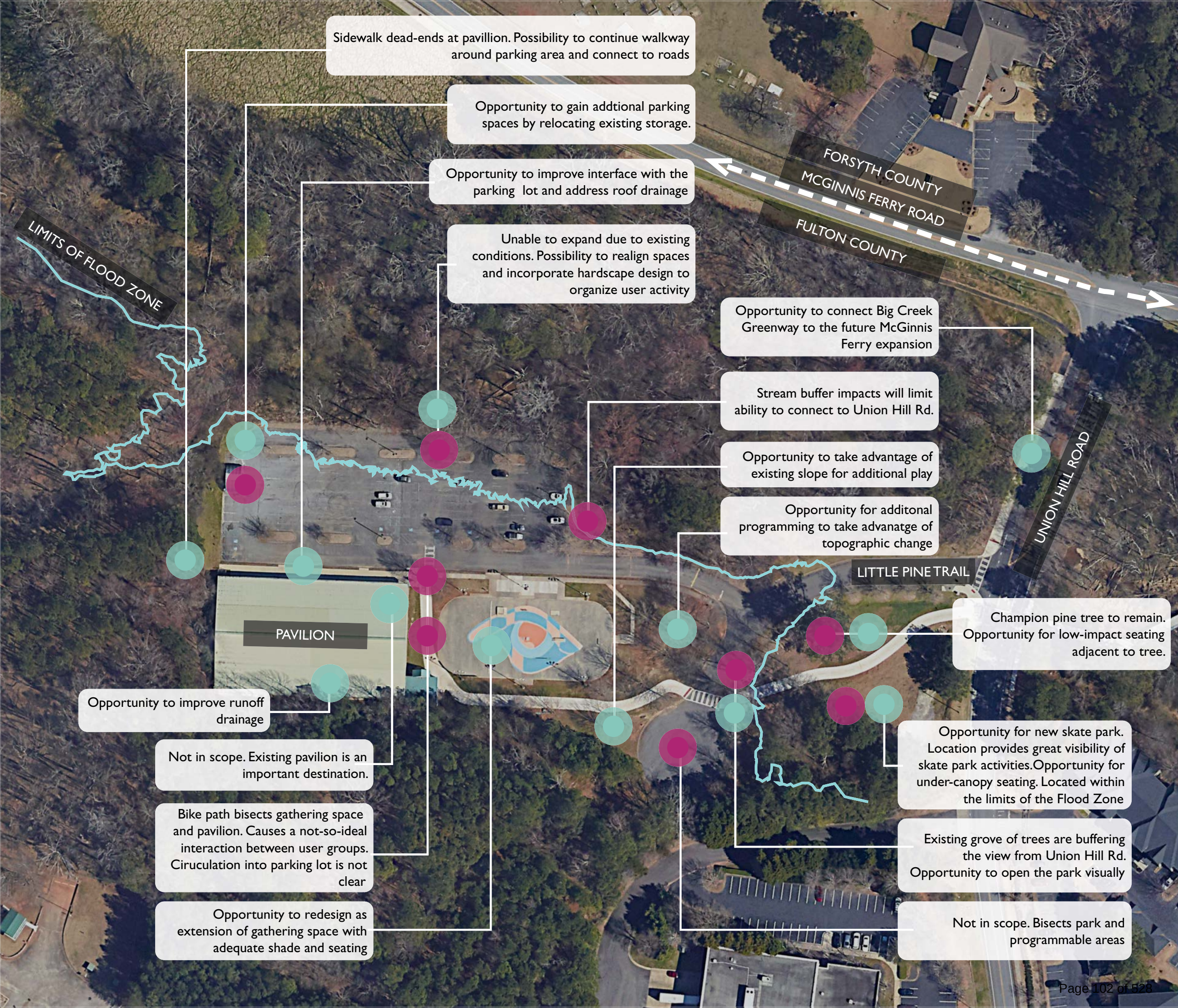
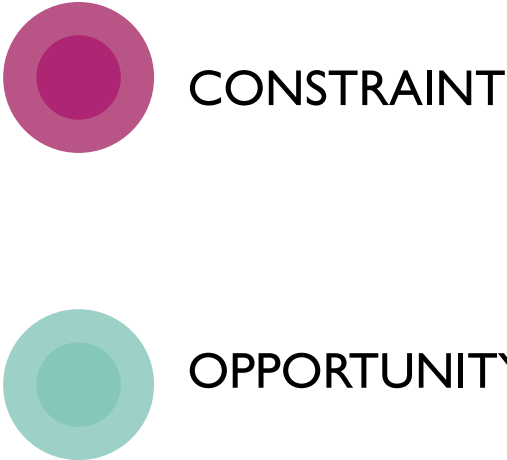
SITE INVENTORY

- 1 PAVILION
- 2 PARKING LOT
- 3 EXISTING SKATEPARK
- 4 BIKE PATH
- 5 RESTROOM
- 6 DETENTION POND
- 7 PUBLIC ACCESS/CUL-DE-SAC
- 8 CHAMPION PINE
- 9 LITTLE PINE TRAIL
- 10 MULTI-FAMILY DEVELOPMENT
- 11 UNION HILL ROAD
- 12 BIG CREEK GREENWAY
- 13 EXISTNG SIDEWALK
- 14 MCGINNIS FERRY ROAD
- 15 BIG CREEK TRIBUTARY
- 16 ADJACENT PROPERTY
- 17 MATERIAL STORAGE SHED



NOT TO SCALE

SITE ANALYSIS



CONCEPT VISION

“TO BE AN ARTIST IS TO BELIEVE IN LIFE” - HENRY MOORE

UNION HILL PARK ENCOURAGES THE COMMUNITY TO GATHER WITHIN PLAYFUL, ARTISTIC, AND COLORFUL FORMS, WHILE SIMULTANEOUSLY PROVIDING OUTDOOR ACTIVITIES FOR ALL AGES AND OFFERING MEANINGFUL CONNECTIONS TO NEIGHBORING TRAILS. THE PARK GIVES ITS COMMUNITY MEMBERS THE ABILITY TO ESCAPE THE HUSTLE AND BUSTLE OF LIFE AND RE-ENERGIZE THROUGH FAMILY EXPERIENCES, SOCIAL INTERACTION, AND PRIORITIZING A CONNECTION TO THE OUTDOORS.



CONNECTION



GATHER



ENERGIZE

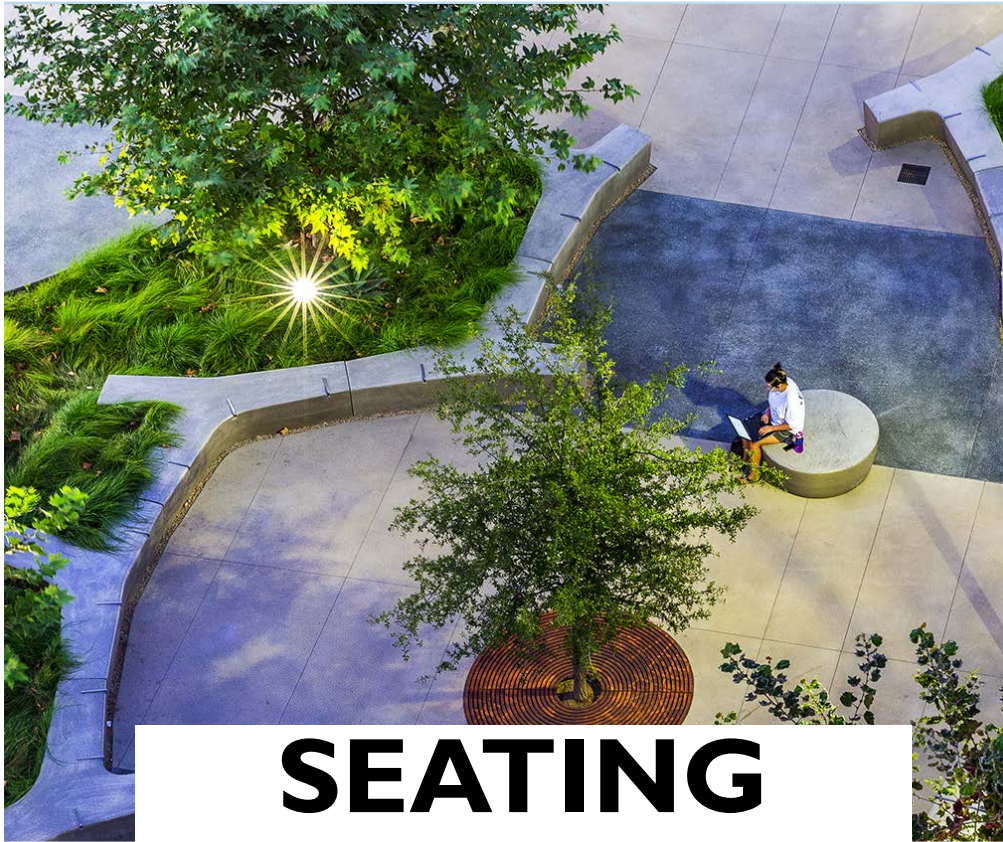






PLAY INSPIRATION







SHADE INSPIRATION



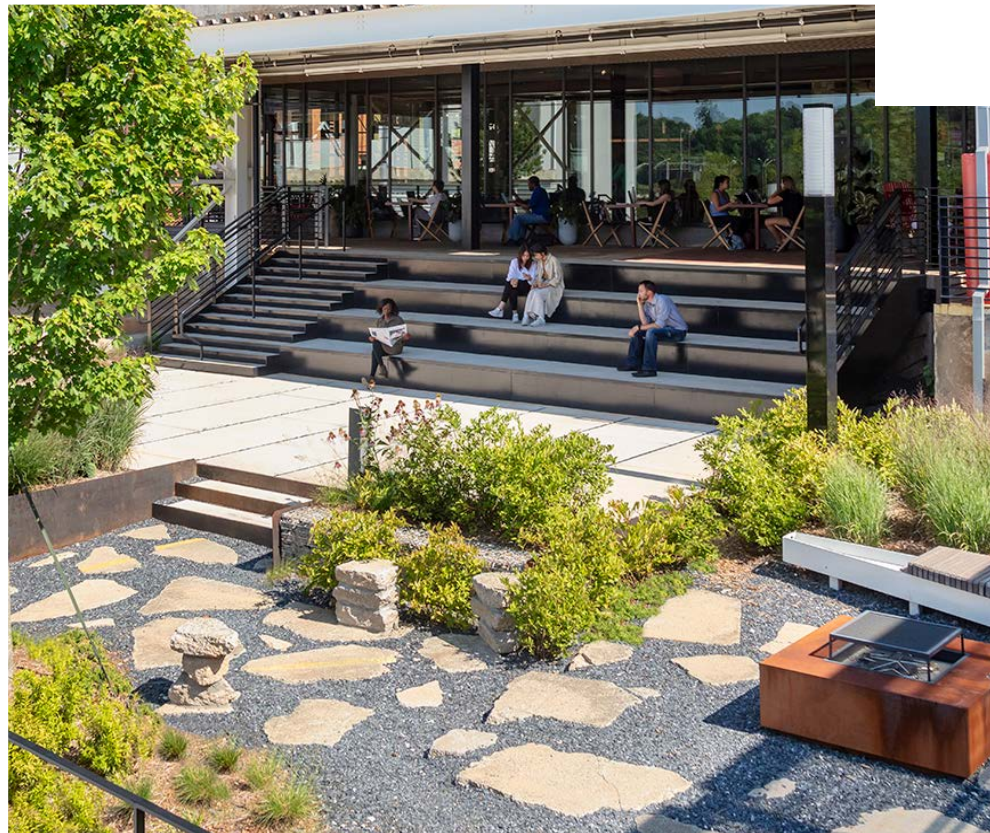


ART INSPIRATION





MATERIAL RE-USE



PROPOSED CIRCULATION

PROS

- BIKE TRAFFIC IS DIRECTED AWAY FROM PLAY + PLAZA PROGRAMMING
- OPPORTUNITY FOR PLAYFULLY ENGAGING STREET CROSSINGS
- PEDESTRIANS AND BIKERS WILL BOTH ENTER THROUGH THE SAME PLAZA
- THE FORKED BIKE PATH ALLOWS BIKERS TO EITHER BYPASS OR ENTER THE OTHER SITE PROGRAMS

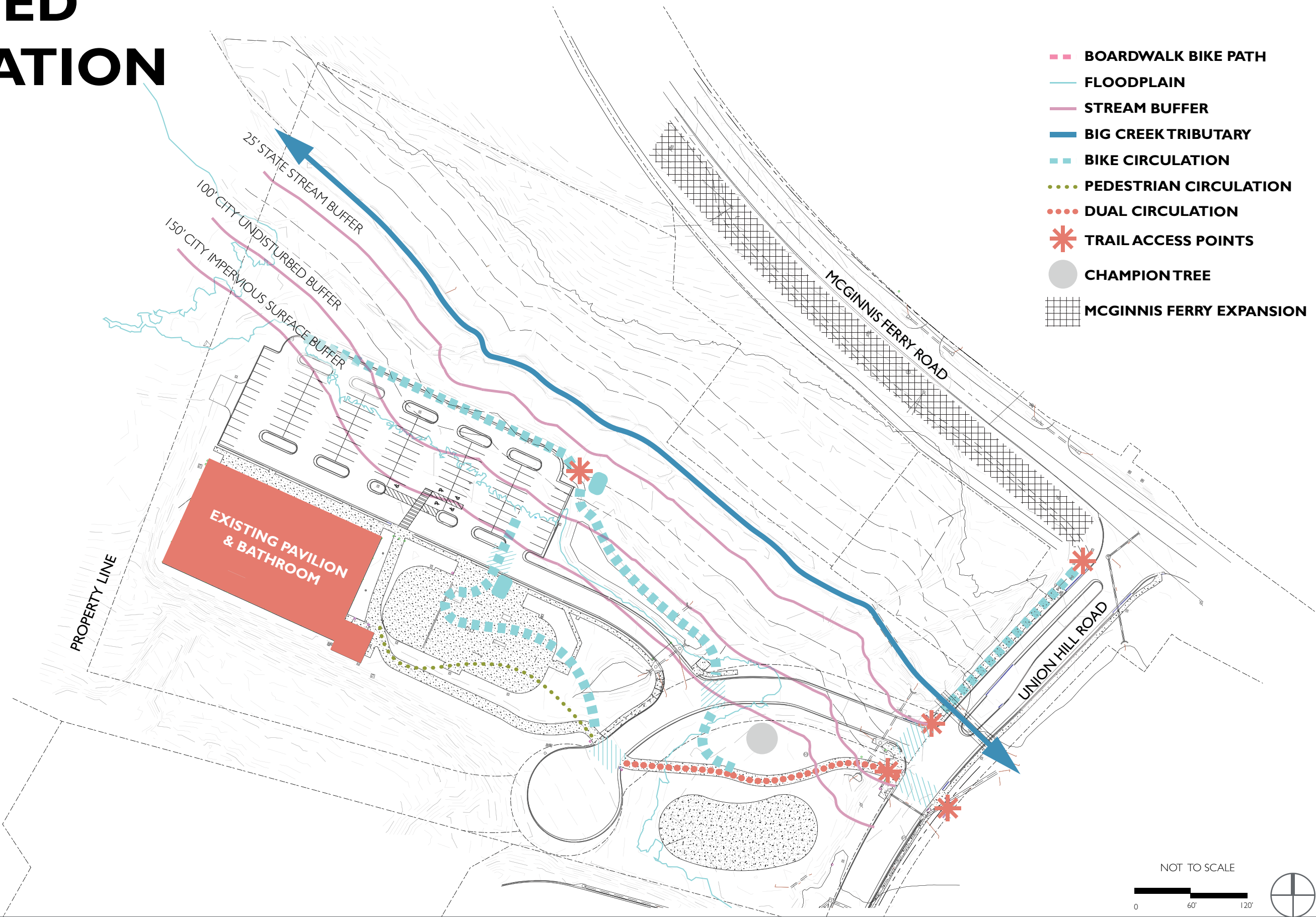
CONS

- NUMEROUS INTERSECTIONS SHARED BY BIKES AND PEDESTRIANS

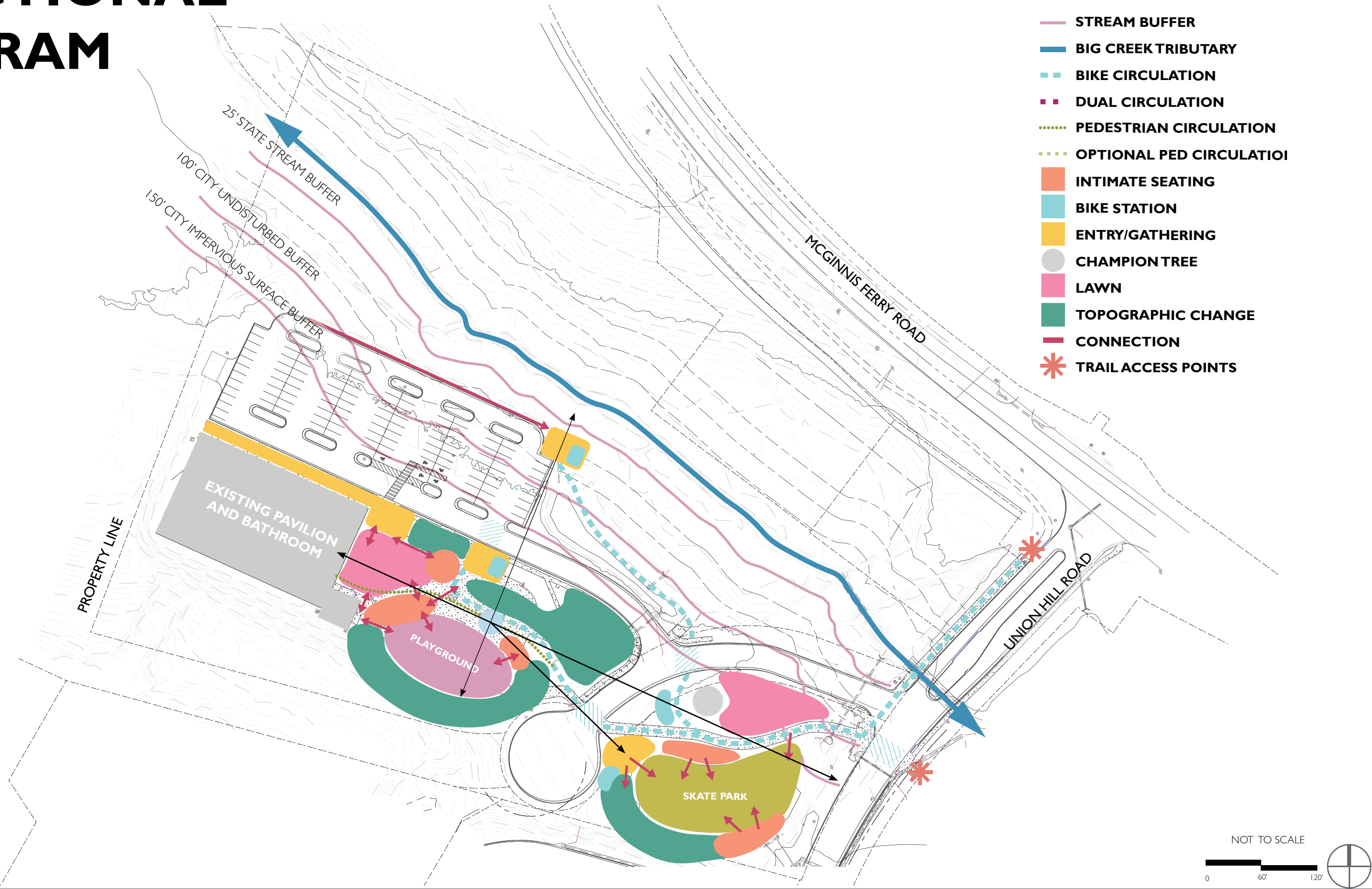
DISTANCE TO HALCYON TRAILHEAD:
- 30 MIN WALK
- 6 MIN CAR RIDE



2023-02-28



FUNCTIONAL DIAGRAM





2023-02-28

17

UNION HILL PARK | DISCOVERY



DESIGN PROGRAM

“EVERY ACT OF CREATION IS FIRST OF ALL AN
ACT OF DESTRUCTION” - PABLO PICASSO

- 1 PAVILION
- 2 REIMAGINED PARKING LOT
- 3 PAVING ORGANIZATION FOR CYCLISTS
- 4 CYCLIST TRAIL ACCESS
- 5 PARK ENTRY
- 6 SHADE STRUCTURE
- 7 RESTROOM
- 8 PLAY EQUIPMENT - SWINGS
- 9 FUTURE ART INSTALLATION
- 10 PLAY SPACE WITH SLIDES
- 11 DETENTION AREA WITH RECLAIMED
CONCRETE
- 12 SKATEPARK
- 13 EXPANDED TRAIL CORNER
- 14 MATERIAL STORAGE SHED





VIEW TO PAVILION



DESIGN PROGRAM: PLAY

- 1 LARGE GROUP SWING
- 2 PATHWAY TO SLIDES
- 3 CLIMBING PLAY
- 4 LOOKOUT POINT
- 5 DUAL SLIDE
- 6 SINGLE SLIDES/ADVENTURE CLIMBING
- 7 PLAY/CLIMBING ELEMENT
- 8 SEATING
- 9 STAIR ACCESS TO SLIDES
- 10 SINGLE SWING
- 11 ADVENTURE STEPPER PLAY



2023-02-28



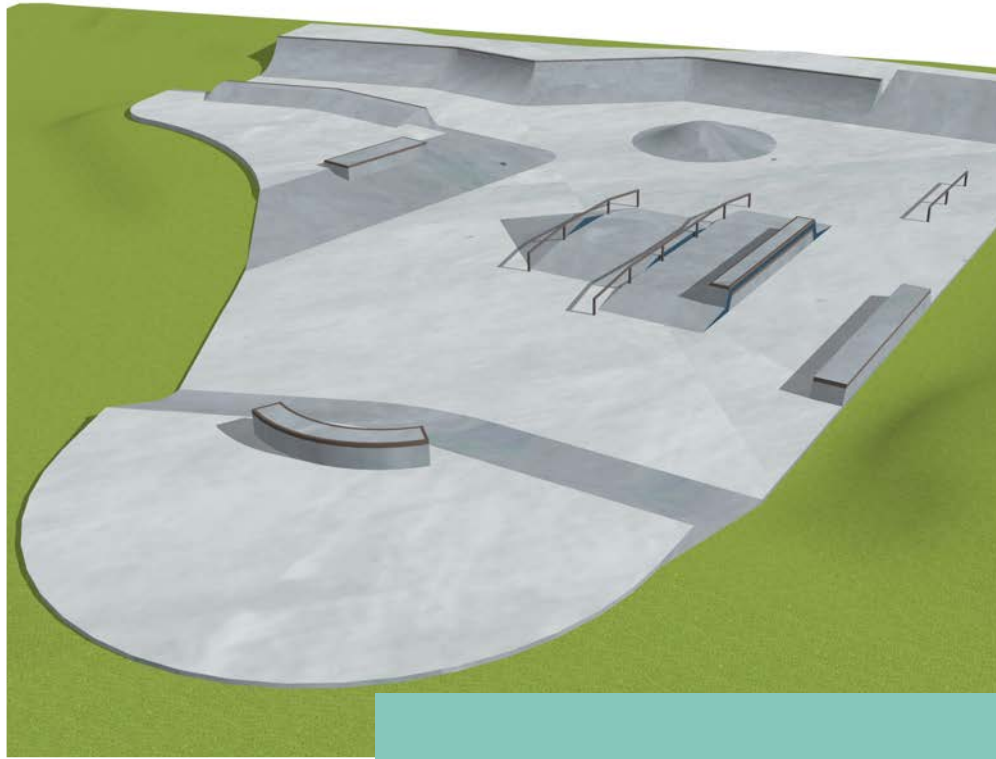
VIEW TO SLIDES



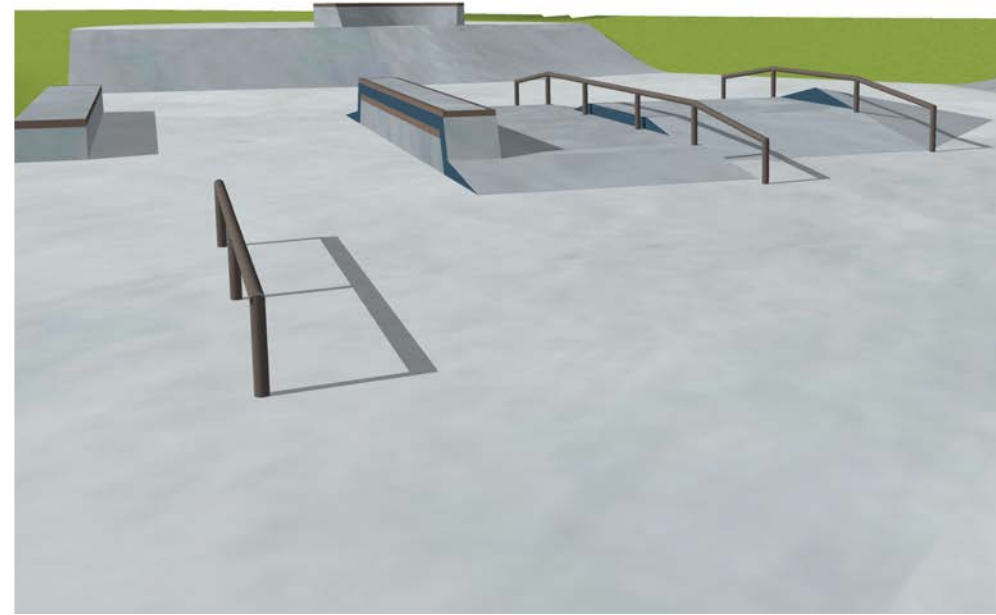
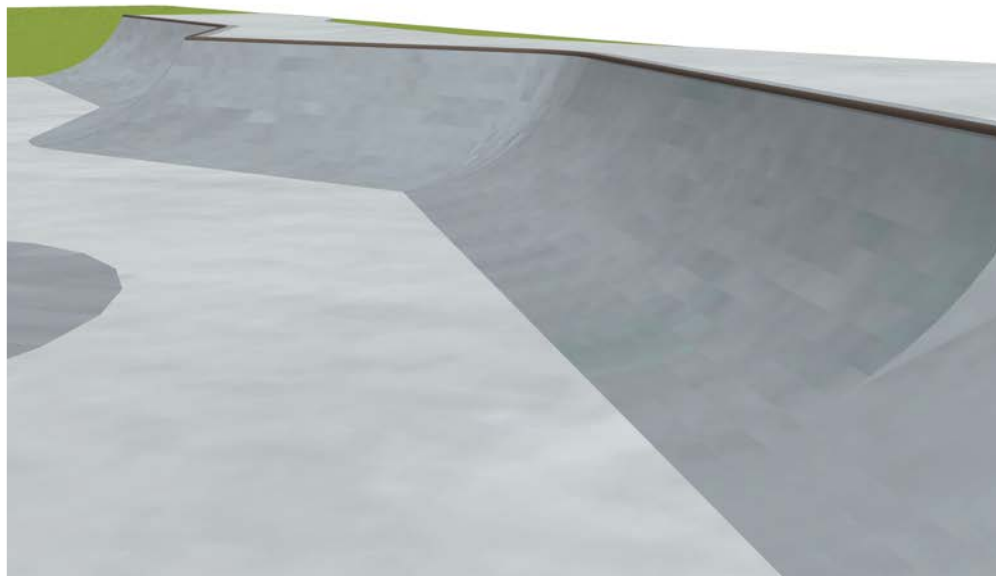
DESIGN PROGRAM: RECREATION

- 1 PAVING ORGANIZATION FOR CYCLISTS
- 2 CYCLIST TRAIL ACCESS
- 3 BIKE STAGING
- 4 TABLETOP CROSSING
- 5 SKATEPARK





SKATEPARK VIEWS



DESIGN PROGRAM: SEATING

- 1 PERMANENT PLAZA SEATING
- 2 SWING SEATING
- 3 PLAY SEATING
- 4 SKATEPARK SEATING
- 5 TYPICAL PARK SEATING



DESIGN PROGRAM: PARKING

- 1 CONCRETE EVENT STAGING AREA
- 2 PAVING ORGANIZATION FOR CYCLISTS
- 3 PAVILION/EVENT LARGE VEHICLE PARKING
- 4 SAFER ADA SPACES
- 5 ONE-WAY LOT WITH ANGLED SPACES
- 6 GAIN IN NUMBER + HEALTH OF TREES
- 7 NET GAIN IN PARKING; APPROXIMATELY 116 SPACES (+11)
- 8 RELOCATED - MATERIAL STORAGE SHED





UNION HILL PARK PARKING EXPANSION CONCEPT
FEBRUARY 16, 2024
+49 SPACES





**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA REGARDING USE OF BOND FUNDS FOR
UNION HILL PARK**

WHEREAS, the City of Alpharetta, a lawfully created municipal corporation in Fulton County, Georgia, is authorized pursuant to Article IX, Section V, Paragraph 1 of the Constitution of the State of Georgia to incur bond indebtedness with the assent of the qualified voters of the City voting in an election held for that purpose and in the manner provided in Sections 36-82-1 through 36-82-28 of the Official Code of Georgia Annotated ("O.C.G.A."); and

WHEREAS, in June 2021, the City Council adopted Ordinance No. 830 which provided for the calling of an election to determine the issuance or non-issuance of City of Alpharetta general obligation bonds in the principal amount of \$29,500,000.00; and

WHEREAS, in November 2021, City of Alpharetta voters approved a Referendum authorizing the issuance of those general obligation bonds for the purpose of providing funds to pay, or to be applied or contributed towards, the costs specified projects, including, but not limited to Union Hill Park (the "Referendum"); and

WHEREAS, O.C.G.A. § 36-82-1(d) provides:

Every legal advertisement of a bond election shall contain a reference that any brochures, listings, or other advertisements issued by the governing body of any...municipality...shall be deemed to be a statement of intention of the governing body of such...municipality...concerning the use of the bond funds; and such statement of intention shall be binding on the governing body of such...municipality...in the expenditure of any such bond funds or interest received from such bond funds which have been invested...

WHEREAS, certain informational materials published prior to the adoption of the relevant Referendum and issuance of related bonds indicated that the City intended to use \$3.25 million for the Union Hill Park redevelopment/trailhead ("Union Hill Park"), with a portion of those funds being used to develop a playground at the site; and

WHEREAS, certain informational materials published prior to the adoption of the relevant Referendum and issuance of related bonds indicated that the City intended to use a portion of the Union Hill Park funds to develop a parking lot at the site; and

WHEREAS, since the issuance of the bonds approved by the Referendum, costs for construction of the planned playground areas have increased such that the bond proceeds are insufficient to fund the construction of the planned playground areas; and

WHEREAS, since the issuance of the bonds approved by the Referendum, circumstances have changed such that the area originally contemplated for construction of a playground at Union Hill Park is now better served to be utilized for a larger parking lot for citizens seeking to use the amenities and facilities located at Union Hill Park; and

WHEREAS, the Alpharetta City Council finds that, due to the lack of adequate funds, it is no longer practicable or feasible to construct or install the planned playground areas; and

WHEREAS, O.C.G.A. § 36-82-4.2 provides that “[w]hen, subsequent to the issuance of any bonds pursuant to the provisions of this article, the governing authority of any...municipality...adopts by a two-thirds’ majority vote a resolution declaring that:

- (1) A portion of the bond funds remains after the purpose stated in the notice required by subsection (b) of Code Section 36-82-1 has been achieved or accomplished;
- (2) The purpose stated in such notice is no longer necessary; or
- (3) Circumstances have changed such that the expenditure of all or part of such bond funds is no longer practicable or feasible,

the governing authority shall be authorized to expend such bond funds, including interest, for purposes of a nature substantially similar to the purpose stated in such notice . . .”; and

WHEREAS, the above-referenced determinations regarding Union Hill Park amount to a change in circumstances such that the expenditure of bond funds as originally contemplated, including construction or installation of playground areas, is no longer practicable or feasible; and

WHEREAS, the use of bond funds to construct a larger parking lot area is of a nature substantially similar to the purpose stated in the notice provided pursuant to O.C.G.A. 36-82-1(b); and

WHEREAS, the City Council has determined that it is in the best interest of the City and its residents to utilize the bond funds originally planned to fund the construction of the playground areas to instead construct a larger parking lot at Union Hill Park for citizens to accommodate citizens use and enjoyment of the Park; and

WHEREAS, expenditure of bond funds for the expanded parking lot is substantially similar to the purpose stated in the original notice provided pursuant to O.C.G.A. § 36-82-1(b); and

WHEREAS, in an abundance of caution, the City Council has determined to adopt this Resolution pursuant to O.C.G.A. § 36-82-4.2.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

Section 1. Change in Circumstances.

Pursuant to preconstruction analysis, the City Council has concluded as follows:

- (a) Since the issuance of the bonds approved by the Referendum, costs for construction of the planned playground areas have increased such that the bond proceeds are insufficient to fund the construction of the planned playground areas; and
- (b) Due to the change in circumstances caused by the increased costs, it would be impracticable and infeasible to fund Union Hill Park according to the plans originally contemplated in informational materials published prior to the adoption of the Referendum and issuance of the related bonds, specifically to construct or install the playground areas as depicted in those plans; and
- (c) It would be substantially less expensive and would be substantially more beneficial, practicable and feasible to use the bond funds to construct a larger parking lot area at Union Hill Park; and
- (d) Expenditure of bond funds for the expanded parking lot is substantially similar to the purpose stated in the original notice provided pursuant to O.C.G.A. § 36-82-1(b).

Section 2. Updated Purpose.

The purpose for which the relevant bond funds shall be expended is hereby updated, with the funds originally to be used for a playground at Union Hill Park now to be used to expand the parking lot area on the site. These changes from the original plans are undertaken based upon preconstruction analysis and input from various professionals, committees, and staff working on this project and are substantially similar to the purposes stated in the original notice of the Referendum.

Section 3. Effective Date.

The effective date of this Resolution shall be the date of adoption.

SO RESOLVED this ____ day of June 2024.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

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 M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein City Attorney



RECREATION COMMISSION
WORK SESSION
OFFICIAL MINUTES
MAY 29, 2024
ALPHARETTA CITY HALL
COMMUNITY ROOM | 2 PARK PLAZA | 5:30 PM

OFFICIAL MINUTES

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the video recording for said meeting is a matter of public record and is available to be viewed at the City Clerk's office during normal business hours or viewed online at <https://www.youtube.com/user/alpharettagov>.

I. CALL TO ORDER

- ❖ Chairman Mitchell called the meeting to order at 5:30 p.m.

II. ROLL CALL

• **Recreation Commissioners Present**

- Dennis Mitchell (Chair)
- Jit Saha (Vice Chair)
- Derek Kaighin
- Paul Slavik
- John Norton
- Cheryl Rand
- Shuntel Beach

• **Recreation Commissioners Absent**

- Karla Piedrahita
- Brad Bowers

• **Staff**

- Morgan Rodgers, Director, Recreation, Parks & Cultural Services
- Kiersten VanHorn, Assistant City Clerk
- Sarah Bausano, Administrative Office Coordinator, Recreation, Parks & Cultural Services

III. WORK SESSION ITEMS

a. Union Hill Park Design and Parking Proposal

- Dennis Mitchell, Chair for the Recreation Commission, introduced the item.
- Members of the Board and Commission discussed the existing Union Hill Park design and proposed future design for more parking at Union Hill Park.

RECREATION COMMISSION DISCUSSION:

RE: Union Hill Park redesign

- Chairman Mitchell brought up a recap of the project for everyone. Commissioner Kaighin asked if any of the Playground design could be put on the back burner and redevelopment could go ahead and begin. Chairman Mitchell's main concern was that if the Commission moves forward with the Playground Design, the playground would be a stripped-down playground that would look bad. He also stated that there is not a right or wrong answer between Playground or Parking lot.
- Commissioner Slavik asked if Union Hill Park is the largest covered outdoor venue in Alpharetta. Director Morgan said yes, but people that would like to rent it are turned off by it when they find out it only holds 250 due to limited parking. Director Rodgers stated there is other parking, but with that parking comes hiring a police officer, walking across Windward Parkway, or having to hire shuttle busses.
- Commissioner Rand stated that she would like to see the park converted to something that would be multi-use down the road in case the outdoor entertainment venue loses its shine. She also stated that she is not keen on it being converted to more parking, she would prefer something more park related.
- Commissioner Kaighin and Commissioner Norton both agreed that the City does not need another playground.
- Commissioner Saha stated that the Community Survey did not mention that the Park needed more parking. Commissioner Slavik stated that parking is not an issue until it is an issue.
- Director Rodgers stated that the skate park would remain part of the Union Hill Park plan and they could convert the current skate park space to a few additional parking spaces. Commissioner Mitchell stated that converting the current skate park to parking would not look that nice, and he would not like to do the redesign halfway.
- Commissioner Slavik stated that we need to capitalize on having one of the only covered event venues in Alpharetta. Commissioner Saha asked how many events take place there now. Director Rodgers answered with about one per month, the size of the parking lot is what is deterring people from renting the venue. Commissioner Saha also asked if the rental rate would be higher with more parking. Director Rodgers said it would go up; he could not confirm by how much.
- Chairman Mitchell asked if it would save any money to convert the redesign parking to gravel. Director Rodgers stated it would not save much.
- Chairman Mitchell recapped the budget at \$3,250,000 and the expenses thus far have been around \$650,000 on renovations to the space. The current design costs is around \$3,900,000.
- Commissioner Kaighin asked for a timeline for this item. Director Rodgers stated that it would go to vote at the June 11th Recreation Commission meeting, then it would go to City Council towards the end of June. Commissioner Saha stated that

at the next meeting we are voting on the current design or redesign unless any other recommendations come forward.

- Commissioner Slavik pointed out that it would still be considered a park due to the Skate Park aspect.
- Director Rodgers stated that with the additional parking the City can promote the space more to bigger events and try to put together a mid-week farmers market and summer camps.
- Director Rodgers stated that the current redesign plans will cost around \$3,900,000. The parking redesign will cost around \$2,700,000. The Park Bond currently has \$2,567,595.06.

IV. ADJOURNMENT

❖ Chairman Mitchell adjourned the meeting at 6:30 p.m.

Respectfully submitted,

Sarah Bausano

Sarah Bausano
Administrative Office Coordinator
Recreation, Parks & Cultural Services



RECREATION COMMISSION MEETING

UNOFFICIAL MINUTES

JUNE 11, 2024

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 2 PARK PLAZA | 5:30 PM

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the video recording for said meeting is a matter of public record and is available to be viewed at the City Clerk's office during normal business hours or viewed online at <https://www.youtube.com/user/alpharettagov>.

I. CALL TO ORDER

- ❖ Chairman Mitchell called the meeting to order at 5:30 p.m.

II. ROLL CALL

• Recreation Commissioners Present

- Dennis Mitchell (Chair)
- Jit Saha (Vice Chair)
- Karla Piedrahita
- Cheryl Rand
- Derek Kaighin
- John Norton
- Paul Slavik

• Recreation Commissioners Absent

- Brad Bowers
- Shuntel Beach

• Staff

- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Kurt Kirby, Senior Operations Manager, Recreation, Parks & Cultural Services
- Christine Young, Recreation Services Division Manager, Recreation, Parks & Cultural Services
- Matt Casey, Park Services Division Manager (Western District & Equestrian), Recreation, Parks & Cultural Services
- Sarah Bausano, Administrative Office Coordinator, Recreation, Parks & Cultural Services

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MEETING MINUTES

a. Recreation Commission Minutes from May 14, 2024

- ❖ Chairman Mitchell called for a motion.
 - Commissioner Rand offered a motion to approve the minutes, as presented, from May 14, 2024, Recreation Commission meeting.
 - Commissioner Saha seconded the motion.
- ❖ The motion was approved (6-0-1; with Commission Kaighin abstaining).

b. Recreation Commission Work Session Minutes from May 29, 2024

- ❖ Chairman Mitchell called for a motion.
 - Commissioner Rand offered a motion to approve the minutes, as presented, from May 29, 2024, Recreation Commission meeting.
 - Commissioner Norton seconded the motion.
- ❖ The motion was approved (6-0-1; with Commissioner Piedrahita abstaining).

V. UNFINISHED BUSINESS

a. Union Hill Park Design and Parking Proposal

- Kurt Kirby presented on behalf of Morgan Rodgers.
- Chairman Mitchell put the motion on the floor for discussion.
 - Commissioner Saha stated that the survey liked the playground and the options as:
 1. Move forward with parking and charge more.
 2. Value engineer a solution for the playground.
 3. Move the current skate park to make it parking lot.
 - Commissioner Piedrahita stated that she has strong feelings about the project. She stated that we are the Recreation and Park Commission, not the Recreation and Parking Commission. She also stated that Mid Broadwell Park has been a huge success, and it is used by all. There are plenty of music venues and playgrounds serving all ages. Parking is an issue at any music venue and currently the parking is accommodating at Union Hill Park. She also stated that Mid Broadwell Park did away with their parking lot and people still visit it.
 - Commissioner Norton stated that he would like to have a playground everywhere, but the cost is too over budget. He also stated that the city is not able to do away with the skate park, it is used too often. Commissioner Norton would like to know the breakdown cost of just the playground. Mr. Kirby stated that it is not a traditional playground, and the cost is more than normal.
 - Commissioner Slavik stated that the budget does not allow for a playground and Union Hill Park would be a great music venue for Alpharetta.
 - Commissioner Rand stated that people will find parking, is the city just trying to accommodate for Home By Dark?

- Commissioner Kaighin asked if there is an option to do a parking garage now or downstream. Assistant City Administrator Drinkard stated that a parking garage costs around \$35,000 per parking space and that is not in the budget.
- Commissioner Saha asked if there is a way to value engineer a playground with the bond interest.
- Commissioner Piedrahita stated that she would use the playground because there are not any playgrounds on the Greenway. She also asked if there is an option to scale back on the playground. Mr. Kirby stated that there are options.
- Chairman Mitchell called for a vote one way or the other. The city will not be able to get more money.
- ❖ **Chairman Mitchell called for a motion.**
 - Commissioner Norton moved to approve the redesign to allow for additional parking at Union Hill Park, as presented.
 - Commissioner Slavik seconded the motion.
 - The motion was denied (3-4; with Commissioners Rand, Piedrahita, Kaighin, and Saha in opposition).
- ❖ **Commissioner Piedrahita made a subsequent motion to deny additional parking and do a modified playground park plan for Union Hill Park.**
 - Commissioner Rand seconded the sub-motion.
 - The motion was approved (4-3; with Commissioners Slavik, Norton, and Mitchell in opposition).

VI. STAFF PRESENTATIONS & WORKSHOP DISCUSSION

b. DIVISIONS

- i. **Community Services Division Monthly Report – June 2024**
 - Amanda Musilli, Community Services Division Manager for the Recreation, Parks & Cultural Services Department was not present, and the Commission has the Staff Report to review.
- ii. **Cultural Services Division Monthly Report – June 2024**
 - Kim Manning, Cultural Services Division Manager for the Recreation, Parks & Cultural Services Department was not present, and the Commission has the Staff Report to review.
- iii. **Recreation Services Division Monthly Report – June 2024**
 - Christine Young, Recreation Services Division Manager for the Recreation, Parks & Cultural Services Department came forward to present the item.
 - Christine Young stated that Recreation Services is having a great start to Summer. Big Shout Out to James Drinkard for his amazing help with the Memorial Day Celebration.

MONTHLY HIGHLIGHTS:

- Summer Camp Kick-Off

- Sharks dominated in their first swim meet!
- Memorial Day Event
- Free Fitness on the Town Green

MONTHLY HAPPENINGS:

- July 4th in Wills Park is top priority right now
- Farmers Market – Saturdays, April 6th through November 30th from 8:30 a.m. to 12:30 p.m.
- Food Truck Alley – Fourth Thursday of each month from April 25th through October 24th from 5:00 p.m. to 9:00 p.m. – Downtown
- CornholeATL Summer Leagues began on June 5th and will be every Wednesday and Thursday through August 1st from 6:30 p.m. to 9:00 p.m. on the Town Green
- Summer Evening in the Park; Saturday, June 22nd, August 24th, and September 28th from 6:30 p.m. to 10:30 p.m. at Brooke Street Park
- Home By Dark Concert Series: Saturday, July 13th at 7:30 p.m. at Brooke Street Park
- K-9 5K will be Saturday, June 15th, from 7:00 a.m. to 11:00 a.m. – North Point Race Route
- Run4DAD 5K will be Sunday, June 16th, from 7:00 a.m. to 10:00 a.m. – Wills Park Race Route
- ACC Father's Day Mini Golf will be Sunday, June 16th, 11:00 a.m. to 2:00 p.m. on the Town Green
- Scovery Jubilee Event will be June 30th from 11:00 a.m. to 7:00 p.m. at Union Hill Park
- Fourth of July Fireworks will be Thursday, July 4th at Wills Park
- Windward July 4th 1K, Fun Run, and Parade will be Thursday, July 4th – Windward Race Route

RECREATION COMMISSION Q&A:

RE: 4th of July

Q Are fireworks only held on Thursday, July 4th, rain or shine? (Piedrahita)

A Yes, unless it is monsoon conditions. (Young)

RE: Wills Park Camp

C Great energy with the staff. (Piedrahita)

C One of my kids are working the Summer Camps and really enjoying it and the other is enjoying the camps. (Saha)

RE: Wills Park Pool

Q Do the Sharks meet every Thursday? (Piedrahita)

A Yes, they meet every Thursday, and we have three meets at Wills Park Pool. (Young)

Q How many people use Wills Park Pool regularly? I drove by and it was packed. (Norton)

- A Always full but I will get a number for you at the next meeting. (Young)
- Q Have you had any trouble hiring good lifeguards? (Norton)
- A No, we have an excellent staff and they did great during training. (Young)

iv. Park Services Division Monthly Report (Part I) – June 2024

- Eric Milley, Park Services Division Manager for the Recreation, Parks & Cultural Services Department was not present, and the Commission has the Staff Report to review.

v. Park Services Division Monthly Report (Part II) – June 2024

- Matt Casey, Park Services Division Manager for the Recreation, Parks & Cultural Services Department came forward to present the item.

MONTHLY HIGHLIGHTS:

- The outdoor play area in The Grove has been completed. Also, the purple playground behind field 7 has been expanded. This greatly expands the playability in that area.
- Camps have started and the park is being utilized to the fullest.
- The Equestrian Center shows have been well attended
- Large overgrown junipers were removed along Wills Road, this helps with visibility and opens up the space.

MONTHLY INITIATIVES:

- We will be focusing on preparing the park for the July 4th Celebration.

vi. Senior Operations Manager Monthly Report – June 2024

- Kurt Kirby, Senior Operations Manager for the Recreation, Parks & Cultural Services Department came forward to present the item.

PARK ENHANCEMENTS AND REPAIRS:

- Webb-Zone Playground Replacement has been completed.
- The latest phase of the Alpha Loop is now open.
- Wills Park “Purple” playground has a new border.

BOND PROJECTS:

- Mid-Broadwell Park is open
- Waters Road Park is open
- Webb Bridge Synthetic Turf – Turf installation is in the contract phase

PUBLIC SERVICE ANNOUNCEMENTS:

- Summer Is Here!! Kid sightings in the parks
- Dinosaur Sightings in Wills Park

VII. RECREATION COMMISSIONER REPORTS

- Commissioner Piedrahita asked for an update on Wacky World. Assistant City Administrator Drinkard stated that there is no update at this time.
- Commissioner Piedrahita wanted to know how much money had been raised towards Wacky World. City Clerk Shapiro stated that there is \$496,000 with a goal of \$750,000.
- Commissioner Saha stated that the 4th of July VIP seats should help with the Wacky World fundraising. City Clerk Shapiro stated that VIP seats have been canceled due to accommodations with Public Safety, hopeful to do it in the future.
- Commissioner Rand stated that she would like to see Partner Associations at the meetings.
- Commissioner Norton wanted to know how the sign ups were going for football and cheer. Christine Young responded with; they are ongoing.
- Commissioner Piedrahita stated that she serves on the Wacky World committee and would like to have the Commission let her know if they know of anyone that would like to help.

VIII. PUBLIC COMMENT

- None.

IX. ADJOURNMENT

- ❖ Chairman Mitchell called for a motion to adjourn the meeting.
 - Commissioner Rand made a motion to adjourn.
 - Commissioner Saha seconded the motion.
- ❖ The motion was approved unanimously (7-0).
- ❖ With there being no further business to consider or discuss, Chairman Mitchell adjourned the meeting at 6:10 p.m.

Respectfully submitted,

Sarah Bausano

Administrative Office Coordinator
Recreation, Parks & Cultural Services



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: June 24, 2024

AGENDA ITEM:

Resolution: Union Hill Park 2021 Bond Referendum Funds

Consideration of adoption of a resolution regarding use of bond funds for Union Hill Park.

STAFF RECOMMENDATION:

Adopt a resolution regarding use of bond funds for Union Hill Park and authorize the Mayor to execute all necessary documents.

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:

Union Hill Park was built in 1995 as a special use facility for roller hockey. Since then, the popularity of roller hockey faded, and the park usage was almost nonexistent. With the development of the Alpharetta Greenway from Marconi Road Park to Union Hill Park, the purpose of the park was re-imagined. The new design included the renovation of the covered roller hockey rink into a special event/music venue, a Greenway trailhead and connection to the Forsyth County Greenway, redesign of the parking lot, a new skate park, and playground area. The conceptual design was shown to citizens at public input meetings and was approved by the Recreation Commission and the City Council. \$3.25 million was allocated in the 2021 Bond Referendum for redevelopment of Union Hill Park.

The renovation and conversion of the roller hockey rink into a special event/music venue was completed in 2023 (using the 2021 Bond Funds) and has since increased overall park utilization. Since the renovation of the covered event venue, the Recreation, Parks, and Cultural Services Department has experienced an increase in the number of requests for larger events to be held at Union Hill Park. This event venue is unique to Alpharetta, and it creates a weather-friendly event space for up to 500 attendees. This year, several special events have occurred at the renovated venue, including: Shamrockin' for a Cure, Atlanta Magazine's Grill Fest, and a few Home By Dark concerts; iCan Bike Camp, Camp Momentum, and the Home By Dark Union Hill Park Summer Concert Series are scheduled for later this summer. With greater utilization, staff (and park guests) have realized there is a need for additional parking to accommodate the event programming at this Park.

Concurrently, while utilization of the event venue of Union Hill Park increased, the costs for construction of the planned playground area also increased, such that the bond proceeds are insufficient to fund the construction of the planned playground area.

Today, there are 107 parking spaces at Union Hill Park. The most recently approved design would improve traffic flow and add 11 parking spaces, for a total of 118 parking spaces. Recently, the City executed a Memorandum of

Understanding (MOU) with ZKTeco (the company adjacent to Union Hill Park), and that MOU allows the City to utilize 72 additional ZKTeco parking spaces to accommodate events at Union Hill Park on Friday evenings, Saturdays, and Sundays.

With the growing popularity of the event venue at Union Hill Park, the current design was revisited to see if it would be possible to add more than the 11 parking spaces. City staff determined that a potential new design of Union Hill Park could add an additional 49 parking spaces as opposed to only 11. It would not only be beneficial for individuals using and reserving the event venue to have additional parking, but it would also be less expensive to design and construct additional parking than the originally proposed playground area.

City Council discussed the possibility of adding additional parking during Work Session on April 15, 2024. City Council directed staff to review this proposed park design change with the Recreation Commission. The Recreation Commission discussed the proposed design change during a Recreation Commission Work Session on May 29, 2024. At the regular scheduled Recreation Commission on June 11, the Recreation Commission voted to deny the proposed Union Hill Park plan to allow for the 49 additional parking spaces and instead modify the original playground plans for Union Hill Park (vote 4-3).

Staff recommends that the current design plan for Union Hill Park be modified to include an additional parking area instead of the current plan which includes construction of a playground area. Pursuant to O.C.G.A. 36-82-4.2, in order to modify the current design plan for Union Hill Park which was promoted prior to the adoption of the 2021 Bond Funds, it is necessary for Mayor and City Council to adopt a resolution regarding use of bond funds for Union Hill Park, which is attached here.

ALTERNATIVES:

Do not adopt a resolution and proceed with the current design of Union Hill Park and allocating additional funds in order to cover the additional costs associated with the playground construction.

ATTACHMENTS:

1. Resolution Park Bond Union Hill Park
2. 05.29.24 - RC WS Minutes (Official)
3. 06.11.2024 - RC Minutes (UNOFFICIAL)



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: July 15, 2024

AGENDA ITEM:

Resolution: Union Hill Park 2021 Bond Referendum Funds

Consideration of adoption of a resolution regarding use of bond funds for Union Hill Park.

STAFF RECOMMENDATION:

Consider a resolution regarding the use of bond funds for Union Hill Park and authorize the Mayor to execute all necessary documents.

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:

This item was discussed at the June 24, 2024, City Council Meeting. Mayor and City Council voted to defer this item to the July 15 City Council Meeting. The staff report for this item from the June 24 City Council meeting is attached.

Staff will seek one additional deferral, and request the Mayor and City Council move this item to the regular meeting of July 29th. Staff will then be able to share with the City Council actual examples of playgrounds that will fit the project budget.

If the City Council chooses to take action, the items published initially are included.

ALTERNATIVES:

Do not adopt a resolution and proceed with the current design of Union Hill Park and allocating additional funds in order to cover the additional costs associated with the playground construction.

ATTACHMENTS:

1. Union Hill 100% Concept Package Revised
2. Hockey Slab Parking Concept
3. Resolution Park Bond Union Hill Park
4. Recreation Commission Work Session Minutes form May 29, 2024 (Official)
5. Recreation Commission Minutes from June 11, 2024 (UNOFFICIAL)
6. Union Hill Park Staff Report-City Council Meeting June 24, 2024

DESIGN PROGRAM

"EVERY ACT OF CREATION IS FIRST OF ALL AN
ACT OF DESTRUCTION" - PABLO PICASSO

- 1 PAVILION
- 2 REIMAGINED PARKING LOT
- 3 PAVING ORGANIZATION FOR CYCLISTS
- 4 CYCLIST TRAIL ACCESS
- 5 PARK ENTRY
- 6 SHADE STRUCTURE
- 7 BATHROOM
- 8 PLAY EQUIPMENT - SWINGS
- 9 ART INSTALLATION
- 10 PLAY SPACE WITH SLIDES
- 11 DETENTION AREA WITH RECLAIMED CONCRETE
- 12 SKATEPARK
- 13 EXPANDED TRAIL CORNER



2023-1-20

3

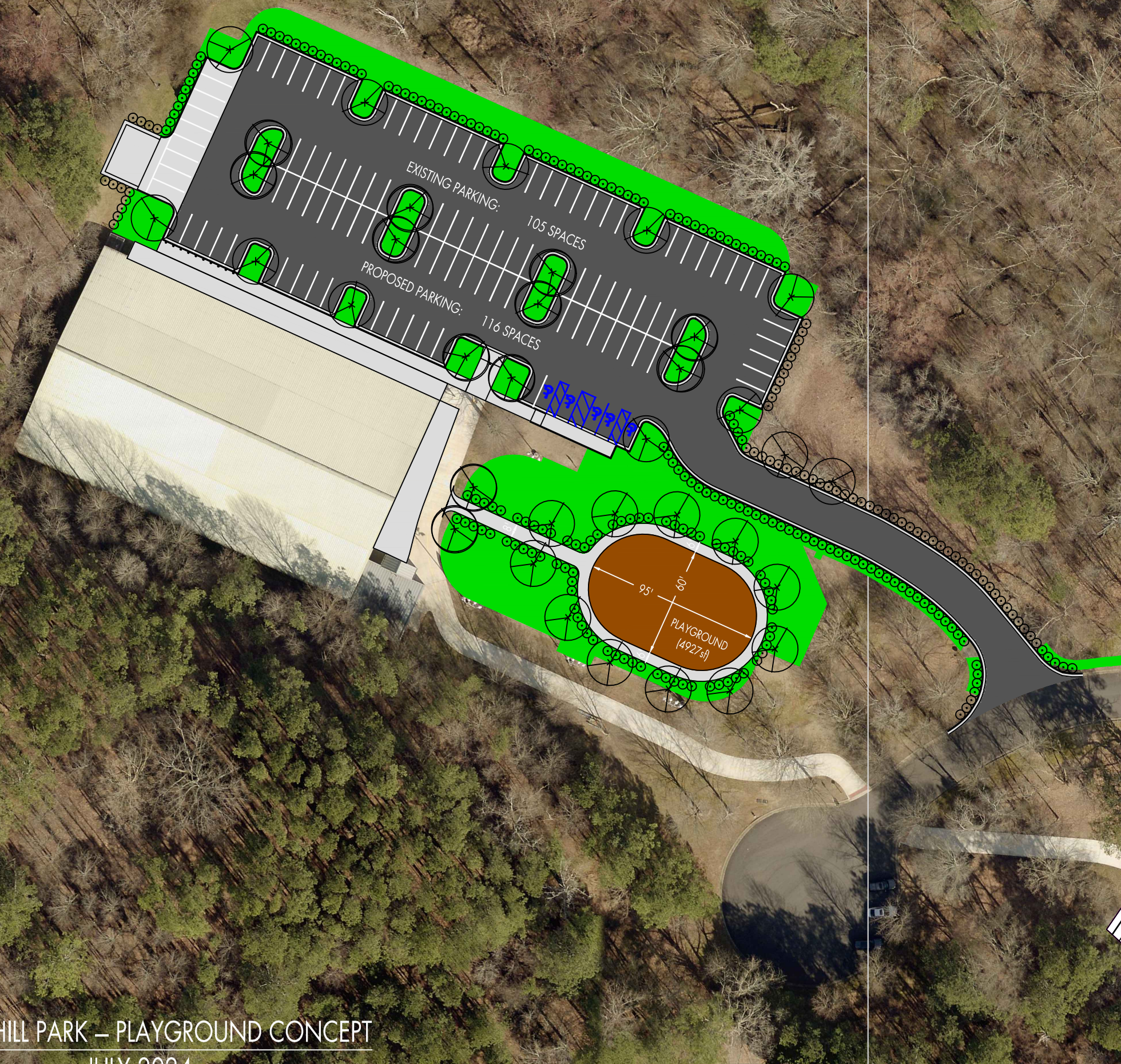
UNION HILL PARK | DISCOVERY

DESIGN PROGRAM

- 1 PAVILION
- 2 RE-IMAGINED PARKING LOT
- 3 BIKE TRAIL
- 4 TRAILHEAD
- 5 RESTROOM BUILDING
- 6 PAVILION PLAZA
- 7 DETENTION AREA
- 8 GRASS SWALE
- 9 SKATE PARK
- 10 TRAILHEAD / NATURAL SEATING
- 11 CHAMPION PINE



2024-05-16



UNION HILL PARK – PLAYGROUND CONCEPT
JULY 2024







STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: July 29, 2024

AGENDA ITEM:

Fiscal Year 2025 Local Maintenance and Improvement Grant

Consideration of adoption of a resolution authorizing the submittal of a Fiscal Year 2025 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a resolution authorizing the submittal of a Fiscal Year 2025 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation 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: \$208,122.98

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Milling and Resurfacing 30141100 541410 C1219	\$208,122.98

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The Georgia Department of Transportation (GDOT) has begun accepting applications for the Fiscal Year 2025 Local Maintenance and Improvement Grant (LMIG) Program.

Per GDOT guidelines, the following projects are allowable under the LMIG program:

- Preliminary engineering (including engineering for right-of-way plans and utility plans)
- Construction supervision and inspection
- Utility adjustments or replacement
- Patching, leveling, and resurfacing a paved roadway
- Grading, drainage, base, and paving existing or new roads
- Replacing storm drain pipes or culverts
- Intersection improvements
- Turn lanes
- Bridge repair or replacement
- Sidewalk adjacent (within right-of-way) to a public road or street
- Roadway signs, striping, and guardrail installation
- Signal installation or improvement
- Aggregate surface course for dirt road maintenance

The following projects are not eligible for LMIG funds:

- Right-of-way acquisition
- Street lighting
- Beautification and streetscapes
- Walking trails and tracks
- Landscaping
- Administrative services

The LMIG budget for FY 2025 is based on the collection of motor fuel taxes from FY 2024. The amount of each local government's allocation is based on the total centerline road miles for your local road system and the total population of your city/ county as compared with the total statewide centerline road miles and total statewide population. LMIG funds can be escrowed by the local government for a maximum of three fiscal years for the construction of larger projects, but GDOT expects the vast majority of the projects to be completed within the fiscal year of the grant. All LMIG projects must be completed as soon as possible, but substantially complete within three years from the date of the LMIG application. All preconstruction activities, advertisements, lettings, and quality control of work and materials will be the responsibility of the local government.

The City of Alpharetta was allocated \$693,743.25 through the fiscal year 2025 Local Maintenance and Improvement Grant (LMIG) program. There is a match requirement of 30% for this grant. The City must add \$208,122.98 of funding towards this project, for a total of \$901,866.23. This match is currently budgeted in the Public Works capital budget under milling and resurfacing.

The Public Works Department proposes to use the FY2025 LMIG allocation and match to fund the following milling and resurfacing projects:

Road Name	Extent
Westside Pkwy	Webb Bridge Rd. to Old Milton Parkway
Arrowood Court	Arrowood Lane to cul-de-sac
Arrowood Lane	Wills Lane to end of road
Wills Road	Mid Broadwell to SR9
Chasewood Landing	Windward Parkway to Chasewood Trail
Chasewood Trail	Cul-de-sac to Cul-de-sac
Chasewood Way	Chasewood Trail to Cul-de-sac
Gatehouse Court	Fairfax Drive to Cul-de-sac
Gramercy Lane	Mid Broadwell Rd. to Cul-de-sac
Wills Lane	Wills Rd. to end
Stelton Way	Mid Broadwell to Cul-de-sac
Jordan Court	Windward Parkway to Innovation Way
Haney Drive	SR9 to City limits

ALTERNATIVES:

Do not approve LMIG grant application and subsidize milling and resurfacing funding with capital accounts and/or remove roads from the FY 25 Milling and Resurfacing project list.

ATTACHMENTS:

1. FY 25 LMIG Formula Sheet
2. Contract Routing Form
3. Signature Page
4. Resolution LMIG
5. Cover Letter

GDOT District	County	City	Total Mileage*	Population**	2023 LMIG Formula Amount	2024 LMIG Formula Amount	2025 LMIG Formula Amount	Required LMIG Match
3	FAYETTE	WOOLSEY	-	207	\$ 964.12	\$ 1,257.68	\$ 1,278.13	30%
6	FLOYD	(UNINCORPORATED)	784.99	60,334	\$ 1,242,051.58	\$ 1,325,012.26	\$ 1,352,670.24	30%
6	FLOYD	CAVE SPRING	11.46	1,196	\$ 19,191.14	\$ 21,288.09	\$ 21,693.67	30%
6	FLOYD	ROME	239.35	37,913	\$ 483,850.55	\$ 523,045.67	\$ 532,947.22	30%
1	FORSYTH	(UNINCORPORATED)	1,223.48	259,565	\$ 2,739,311.67	\$ 3,031,273.89	\$ 3,130,330.18	30%
1	FORSYTH	CUMMING	37.25	7,672	\$ 80,097.66	\$ 89,712.05	\$ 93,881.37	30%
1	FRANKLIN	(UNINCORPORATED)	445.10	17,490	\$ 604,637.16	\$ 653,119.30	\$ 663,742.56	30%
1	FRANKLIN	CARNESVILLE	8.28	711	\$ 12,247.78	\$ 13,717.98	\$ 14,728.48	30%
1	FRANKLIN	FRANKLIN SPRINGS	9.10	1,156	\$ 17,204.13	\$ 17,981.56	\$ 18,500.00	30%
1	FRANKLIN	LAVONIA	26.20	2,149	\$ 39,239.69	\$ 45,273.69	\$ 45,982.31	30%
1	FRANKLIN / HART	CANON	13.30	666	\$ 19,635.27	\$ 20,265.23	\$ 20,718.57	30%
1	FRANKLIN / HART/ MADISON	ROYSTON	25.72	2,645	\$ 44,050.17	\$ 47,660.00	\$ 48,445.57	30%
7	FULTON	(UNINCORPORATED)	4.81	713	\$ 38,512.74	\$ 13,994.41	\$ 10,408.20	30%
7	FULTON	ALPHARETTA	222.97	67,267	\$ 645,118.41	\$ 676,316.63	\$ 693,743.25	30%
7	FULTON	CHATTAHOOCHEE HILLS	116.36	3,252	\$ 151,292.47	\$ 161,086.92	\$ 165,366.15	30%
7	FULTON	EAST POINT	164.70	38,380	\$ 388,950.11	\$ 434,253.39	\$ 442,623.14	30%
7	FULTON	FAIRBURN	95.71	16,956	\$ 205,866.54	\$ 218,279.52	\$ 224,198.83	30%
7	FULTON	HAPEVILLE	31.56	6,575	\$ 73,561.11	\$ 78,500.28	\$ 80,003.38	30%
7	FULTON	JOHNS CREEK	226.68	82,453	\$ 770,596.82	\$ 778,157.37	\$ 792,142.39	30%
7	FULTON	MILTON	181.16	41,836	\$ 435,696.80	\$ 473,376.32	\$ 484,514.29	30%
7	FULTON	ROSWELL	353.05	92,950	\$ 948,411.88	\$ 996,483.72	\$ 1,014,741.66	30%
7	FULTON	SANDY SPRINGS	300.60	107,763	\$ 974,708.56	\$ 1,021,911.35	\$ 1,040,716.61	30%
7	FULTON	SOUTH FULTON	580.99	111,158	\$ 1,232,670.47	\$ 1,373,616.18	\$ 1,411,772.72	30%
7	FULTON	UNION CITY	88.68	27,895	\$ 230,017.37	\$ 275,450.35	\$ 282,964.71	30%
7	FULTON / CHEROKEE	MOUNTAIN PARK	7.84	581	\$ 12,182.18	\$ 13,119.88	\$ 13,376.40	30%
7	FULTON / CLAYTON	COLLEGE PARK	75.27	13,914	\$ 184,551.62	\$ 176,793.90	\$ 179,894.54	30%
7	FULTON / COWETA	PALMETTO	44.67	5,082	\$ 78,755.13	\$ 85,620.71	\$ 87,153.84	30%
7	FULTON / DEKALB	ATLANTA	1,439.79	499,127	\$ 4,563,076.09	\$ 4,791,176.36	\$ 4,879,603.49	30%
6	GILMER	(UNINCORPORATED)	503.71	29,372	\$ 739,925.86	\$ 794,826.55	\$ 810,288.81	30%
6	GILMER	EAST ELLIJAY	12.76	1,108	\$ 17,445.73	\$ 20,489.85	\$ 22,773.48	30%
6	GILMER	ELLIJAY	29.47	1,927	\$ 41,544.07	\$ 47,305.52	\$ 48,694.46	30%
2	GLASCOCK	(UNINCORPORATED)	182.05	2,140	\$ 219,075.97	\$ 235,487.79	\$ 240,520.23	10%
2	GLASCOCK	EDGE HILL	0.44	21	\$ 132.78	\$ 660.04	\$ 679.05	10%
2	GLASCOCK	GIBSON	4.89	622	\$ 9,195.90	\$ 9,824.66	\$ 9,946.20	10%
2	GLASCOCK	MITCHELL	3.11	156	\$ 4,622.81	\$ 4,736.30	\$ 4,846.26	10%



Contract Routing Form

PLEASE ATTACH THIS FORM TO ALL CONTRACTS FOR EXECUTION

DATE: 7/12/2024 CONTRACTING DEPARTMENT: Public Works

FINANCE CONTACT: Beth Rucker and Debora Westbrook

CONTRACT NUMBER (use bid or RFP# unless otherwise noted): LMIG Application

CONTRACT NAME: Georgia Department of Transportation Local Maintenance And Improvement Grant Application funds FY 25

Responsible Party	Description	Initials & Date Received	Action to be Taken	Date Sent
Finance	Collect (scan if needed) all contract backup documents (agenda item, summary, quote/bid documents, etc.)		Email to Legal with copy of this form	
Legal	Create Contract		Email/mail to Contractor with a request for three (3) Contract Originals to be signed by the Contractor and returned to Legal	
Legal	Receive signed originals from Contractor		Approve as to form and Forward all Originals to City Clerk	
City Clerk	Facilitate Department Director's and Mayor's approval/ signature of all Originals		Forward all Originals to Finance (Purchasing)	
Finance	Retain one Original for Finance records		(Finance- Note Final Routing)	

Notes for contract routing:

Please sign the cover letter and FY2025 LMIG Application. The LMIG Application must be signed by the mayor and have the city's seal. It must also be notarized. Application is due to GDOT by February 1, 2025. Return signed documents to Josh Chance.

Revised June, 2015

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2025
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ Jim Gilvin _____ (Name), the _____ Mayor _____ (Title), on behalf of _____ City Of Alpharetta _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

_____ (Signature)

_____ (Print)

Mayor / Commission Chairperson

_____ (Date)

LOCAL GOVERNMENT SEAL (required):

E-Verify Number

Sworn to and subscribed before me,

This _____ day of _____, 20____.

In the presence of:

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC SEAL (required):

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Form Date - May 10, 2024



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA AUTHORIZING THE MAYOR AND CITY COUNCIL TO SUBMIT A FISCAL YEAR 2025 LOCAL MAINTENANCE AND IMPROVEMENT GRANT APPLICATION TO THE GEORGIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Georgia Department of Transportation made available funding under the Fiscal Year 2025 Local Maintenance and Improvement Grant Program; and

WHEREAS, such funding may be used to fund transportation improvement projects such as adding turn lanes, milling and resurfacing, or repairing bridges; and

WHEREAS, the Georgia Department of Transportation has allocated the City of Alpharetta \$693,743.25 for Fiscal Year 2025 through the program's funding allocation formula; and

WHEREAS, the City of Alpharetta desires to use this funding to complete milling and resurfacing along twenty two roads in the City; and

WHEREAS, the City of Alpharetta desires to use this funding to complete milling and resurfacing along twenty two roads in the City; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta the following:

- The submission of the Fiscal Year 2025 Local Maintenance and Improvement Grant application is hereby approved; and
- The Mayor is hereby authorized to execute the necessary award package with directives under the Local Maintenance and Improvement Grant Program.

SO RESOLVED this 29th day of July 2024.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

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 M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney



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

July 12th, 2024

Chartrae Kent
District State Aid Coordinator
Georgia Department of Transportation, District 7 5025 New Peachtree Road
Chamblee, Georgia 30341

Re: FY 2025 Local Maintenance and Improvement Grant Application

The City of Alpharetta appreciates the opportunity to apply for funding through the FY 2025 Local Maintenance and Improvement Grant Program.

Please find enclosed the City of Alpharetta's LMIG application. For this particular offering, the City is planning to use the awarded amount to supplement the funding we have allocated in the City's FY 2025 Capital Budget for milling and resurfacing of select paved City roadways. The list and data on the specific roadways have been uploaded to the GDOT Grants website.

All of last year's LMIG roads have been resurfaced. We are currently obtaining the documentation to close out Fiscal Year 2024.

Should you have any questions regarding this application, please contact Josh Chance in our Public Works Department at 678-297-6234 or by email at Jchance@alpharetta.ga.us.

Sincerely,

Jim Gilvin Mayor
City of Alpharetta

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

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

CITY ADMINISTRATOR
CHRIS LAGERBLOOM



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: July 29, 2024

AGENDA ITEM:

Request For Proposals 24-122: Stormwater Repair Unit Price Contract

Consideration of award of RFP 24-122 Stormwater Repair Unit Price Contract to CSTE, Inc. and corresponding contract, to complete multiple stormwater infrastructure maintenance repairs.

STAFF RECOMMENDATION:

Please award RFP 24-122 Stormwater Repair Unit Price Contract to CSTE, Inc. and allocate \$500,000.00 to complete multiple stormwater infrastructure maintenance repairs 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: \$500,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M / 30241100541430C1308	\$500,000.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The award of this bid is for on-call storm structure and drainage repairs throughout the City. During routine inspections of the City's stormwater infrastructure, maintenance needed to any structure, ditch line, curbing, or any other stormwater management infrastructure maintained by the City is noted and entered into the Public Works Asset Management System for repairs. Due to aging infrastructure, a backlog of work orders has accumulated. There are currently over 250 work orders in the system pertaining to stormwater structures and 484 pipe repair and replacement work orders. These repairs include, but are not limited to, regular grouting maintenance of manholes, structure replacement, invert installations, pipe repairs/ replacement, catch basin top and throat replacement, curb and gutter replacement, and sidewalk replacement. The Department of Public Works prepared a unit rate sheet and specifications which included over 240 items pertaining to stormwater structure and drainage repairs and advertised for proposals on May 2nd, 2024. It is the intent to award this as a one-year contract with the option of four one-year extensions and assign work order tasks throughout the year as projects present themselves. The City received a total of five proposals on June 6th, 2024. Each proposal was evaluated and scored on the following:

- ☐ Company Comparable Experience (30 points)
- ☐ References (20 points)
- ☐ Sample Project Cost (50 Points)

Cost was obtained by asking the submitting vendors to provide a cost for a sample project created by staff as part of the RFP. The sample project included repairs that were in the queue and typical repair / replacements related to stormwater infrastructure maintenance. The submitting vendor utilized their submitted unit pricing and filled in

the total cost for the quantities of items highlighted in the sample project.

The resulting scores and the overall cost of the sample project were as follows:

CSTE, Inc.	86 pts.	\$351,333.65
Civil Construction & Utilities LLC	78.23	\$406,398.75
Azimuth Contractors LLC	67.43	\$469,364.00
Site Engineering Inc.	64.51	\$595,210.00
GS Construction, Inc.	57.33	\$893,550.00

The high scoring firm, CSTE, Inc, has completed many projects for the City of Alpharetta, including Wills Drive sidewalk and curb and gutter replacements and Westside Parkway sidewalk and ADA ramp replacements. Staff from Public Works reached out to listed references and received positive feedback relating to CSTE's communication, quality of work and cost. Staff recommends awarding RFP 24-122 Stormwater Repair Unit Price Contract to CSTE, Inc.

Allocating \$500,000 to CSTE, Inc will allow the following work orders to be completed:

- Install a poured in place headwall and replace a 180 LF of 72" pipe on Morrison parkway.
- Raise a buried brick storm structure to grade on Webb Bridge Road and repair damaged roadway due to buried storm structure.
- Replace 66'LF of 18" corrugated metal pipe (CMP) under the roadway, rehab 3 existing structures, and install 2 new structures on Arrowood Lane.
- 2 Storm structure conversions, and ditch re-construction and stabilization at 197 Lantern ridge Court
- Curb and gutter replacement for multiple neighborhoods prior to the FY25 Milling and resurfacing contract.
- Relocate a submerged headwall at 385 Welwyn Walk.

The work above will be assigned on a task order basis, meaning not all the work will be authorized at once. In addition, all task order proposals will be reviewed by staff to ensure unit prices and quantities are correct. The contractor will be paid based on the unit price in the contract. Public Works' goal is to be as proactive as possible in identifying issues before they cause major problems. Stormwater projects tend to identify themselves after a complete or partial failure of the system. These failures do not always provide any type of warning and require fast action to minimize damage to property and loss of life. The requested funds will allow CSTE, Inc. to resolve these issues along with the projects listed above that have already been identified.

ALTERNATIVES:

Do not approve stormwater repair unit price contract and hard bid all listed projects out.

ATTACHMENTS:

1. Solicitation Documents
2. CSTE Vendor Submission
3. 24-122 CSTE _Stormwater Repair Unit Price Contract
4. Scoring Summary

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 24-122

RFP Title: Stormwater Repair Unit Price Contract

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP May 2, 2024, and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

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

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

2. Procurement Agent, Single Point of Contact

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

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Abby Shipp 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: June 6, 2024, 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, 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. 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.
 - 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.
7. Proposals received will be evaluated individually using the weights for each criterion below.

Evaluation Criteria	Maximum Points
Key Personnel Knowledge and Experience	30
References	20
Cost Proposal: Rate Sheet/Sample Project	50
<i>Total Maximum Point Score</i>	<i>100</i>

WHAT WE WANT TO DO

1. General Description

- A. The City will be awarding this contract for a qualified contractor to perform and complete work related to storm structure maintenance, sidewalk and drainage repairs as identified by the City. The selected contractor will be expected to provide all materials, labor, equipment, and traffic control to complete the work.
- B. Payment and Performance Bonds are required for each work task order or project valued \$100,000 or greater. Retainage will also be held from task order or project valued \$100,000 or greater. Bid Bond is not required.

2. Scope of Work

The Project will consist of storm structure repair, sidewalk installation/repair and maintenance at various locations throughout the City of Alpharetta. Work will include furnishing of all materials, labor, and equipment for infrastructure maintenance and drainage repairs including, but not limited to the demolition and replacement of structure tops and throats, the demolition and replacement of curb and gutter, the demolition and replacement of sidewalk, the demolition and replacement of drainage structures and manholes, the grouting of manholes, the performance of general maintenance to existing structures, the removal and restoration of landscaping, all required traffic control, and the performance of other work related to drainage improvements. The projects will be assigned in larger task orders which can include various locations and several different types of infrastructure repairs. There is no guaranteed work if a contract is awarded.

- A. The City intends to award this contract to a single vendor. The City also intends to award this as a one-year contract with four one-year extensions possible.
- B. The Offeror shall comply with all specifications set forth in Appendix A of this document.
- C. Any structure indicated as having its top and/or throat to be demolished and reconstructed shall be reconstructed per the appropriate detail provided in Appendix A.
- D. Any structure indicated to require grouting or re grouting, shall include the grouting of all joints (round to square adapter, riser/base sections, etc.), all lift holes, all cracks, around all pipe penetrations, brick walls, and any other areas as needed.
- E. Any sidewalk indicated to be demolished and reconstructed shall be saw cut at the nearest joint. Expansion joint material shall be provided between the existing sidewalk and the reconstructed sidewalk and between the sidewalk and structure top. Sidewalk shall be reconstructed per City of Alpharetta Standard Detail 902. Sidewalk area shall be re-graded as necessary to provide a maximum cross-slope of 2.0% and to be flush with structure top.
- F. Any curb and gutter indicated to be demolished and reconstructed shall be saw cut at the nearest joint. Expansion joint material shall be provided between the existing curb

- and gutter and the reconstructed curb and gutter and between the curb and gutter and structure. Curb and gutter shall be reconstructed per City of Alpharetta Standard Detail 901.
- G. Any tree removal will be handled by the City's on-call arboricultural contractor. Required tree work will be performed prior to the stormwater task order construction.
 - H. Construction is only permitted between the hours of 7:00 AM and 7:00 PM Monday through Friday. Work on Saturday is only allowable with a minimum 72 hours of advance notice and is only permitted between the hours of 9:00 AM and 5:00 PM. Work on Sunday is not permitted.
 - I. Traffic can only be impeded between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Bidder and must comply with Manual On Uniform Traffic Control Devices (MUTCD) standards.
 - J. The Offeror shall be responsible for performing with their own organization at least thirty percent (30%) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.
 - K. Any subcontractor utilized will be paid by the awarded vendor. Pricing submitted for task order should include any required testing. (geotechnical, concrete, etc.)
 - L. The City's intent is to assign the work via task orders to the awarded contractor. There could be multiple task orders assigned in the year or as little as one, depending on size and cost of each assigned task order. The goal is to keep assigned work part of a task order geographically in the same areas to eliminate the burdens of multiple mobilizations, traffic control setups and other logistical issues.
 - M. Note that for any work task orders or projects valued \$100,000 or greater will require Performance and Payment Bonds from the Contractor.
 - N. Retainage will be held on any work task orders or projects valued \$100,000 or greater. The City will withhold retainage of 5% of the gross value from each invoice or pay application for the entire project.

We will not hold retainage for design services. Contractor must send separate invoices for design services.

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

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.
 - ☐ 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**
 - **Key Personnel Knowledge and Experience, References**

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 the Stormwater Repair Unit Price Contract, 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. **Key Personnel Knowledge and Experience, References**

- This document must be no more than seven (7) pages,

- i. Identify the key team members that would be available contacts for the purpose of providing stormwater repair services to our City, and main office personnel for invoicing, etc.
- 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 stormwater repair services.
- v. Provide three examples of similar contracts that your firm has held within the past three years. For each example:
 1. Discuss the scope in comparison to our request.
 2. Discuss the relationship with your client and provide a reference name, email address, 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.

4. Cost Proposal: Rate Sheet/Sample Project

Rate Sheets: Offerors shall provide the City their rate sheet to be utilized for the duration of the contract. The submitted rate sheet identifies the potential different types of work to be completed throughout the duration of the contract. Offeror shall fill in all unit price costs on the rate sheet provided as a separate document in fillable Excel format. Each unit price shall include all mobilization, labor, equipment, and materials necessary to complete the line item. Rate sheets should include all necessary items to complete typical storm structure repair and maintenance. Projects under this contract will be priced by selecting the items on the rate sheet that together make up the scope of the entire project.

Sample Project: Offerors shall submit a total cost for the sample project provided as a separate document in fillable Excel format. The sample project consists of a typical storm structure maintenance and sidewalk maintenance task. Offerors are expected to complete the Unit Price for each item on the provided Rate sheet (the unit prices should match those given in rate sheet referenced above). Offeror should also include a detailed write up describing how they plan to approach assigned tasks including expected schedule; description of crew members and roles; and identification of the specific team members assigned to this contract including names, titles, resumes, and work experience.

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: Response Type: text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Legal notices contact needed for contracting: Business name and mailing address, contact name, Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Acknowledge Addenda, enter the number of addenda received: Response Type: 0, 1, 2, etc.
- Acknowledge Insurance Requirement, Response Type: Yes, No entry.
- Acknowledge Payment/Performance Bonds and Retainage for work tasks orders or projects of \$100,000 or greater, Response Type: Yes, No entry.

APPENDIX A

CITY OF ALPHARETTA, GEORGIA DESIGN STANDARDS INDEX

TYPICAL SECTIONS (100)

- 100 - COMPLETE STREETS: COLLECTOR STREET
- 101 - TWO LANE STREETS, 50' RIGHT OF WAY
- 102 - TWO LANE STREET, 60' RIGHT OF WAY
- 104 - FOUR LANE STREET, TYPICAL SECTIONS
- 106 - DRIVEWAY, MEDIAN OPENING SPACING FOR MULTILANE STREETS
- 111 - CUL-DE-SAC STREET

DRAINAGE (200)

- 200 - SINGLE WING CATCH BASIN
- 201 - DOUBLE WING CATCH BASIN
- 202 - SINGLE WING CATCH BASIN, ONE FOOT OFFSET
- 203 - DOUBLE WING CATCH BASIN, ONE FOOT OFFSET
- 204 - PRECAST STRUCTURE
- 205 - CATCH BASIN TOPS
- 210 - BRICK DROP INLET
- 211 - CONCRETE DROP INLET
- 212 - PEDESTAL INLET
- 213 - DROP INLET DIMENSIONS
- 220 - BRICK MANHOLE DETAIL AND MH FRAME AND COVER
- 221 - CATCH INLET RELOCATION
- 230 - PIPE CULVERTS
- 231 - PIPE CULVERT DATA
- 232 - PRECAST CONCRETE HEADWALL SYSTEM
- 233 - CONCRETE PIPE FLARED END SECTION
- 234 - METAL PIPE FLARED END SECTION

UTILITIES (400)

- 400 - TYPICAL UNDERGROUND UTILITY CROSS SECTION
- 401 - UTILITY CUT STRUCTURE ADJUSTMENT

MISCELLANEOUS (900)

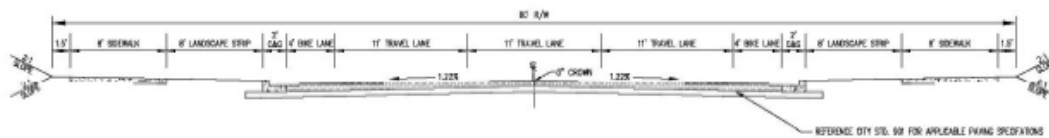
- 900 - STREET NAME SIGN
- 901 - ROADWAY PAVEMENT SPECIFICATIONS, CURB AND GUTTER DETAILS
- 902 - CONCRETE SIDEWALK DETAILS, CURB CUT RAMP DETAILS
- 903 - CROSSWALK - SPECIAL EMPHASIS
- 904 - BRICK PAVEMENT SIDEWALK DETAIL FOR DOWNTOWN ALPHARETTA
- 951 - DRIVEWAY DETAILS



COVER SHEET

08/01/2013

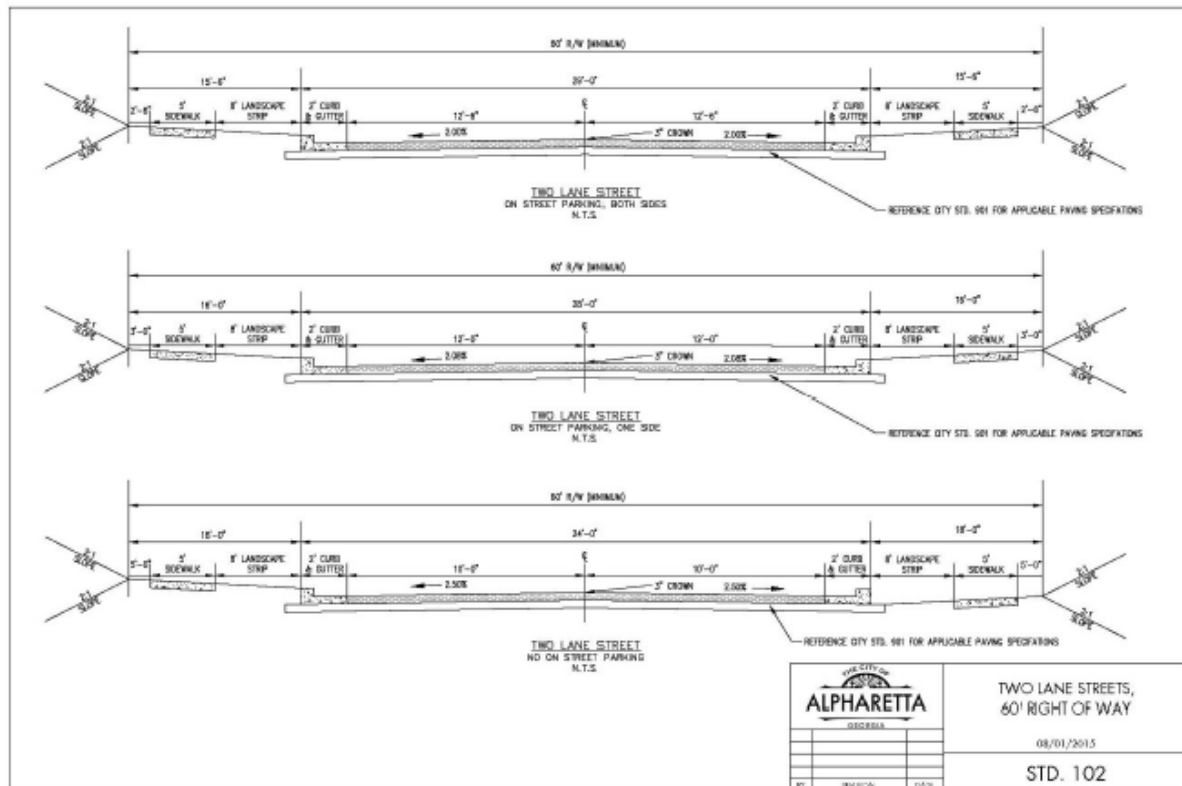
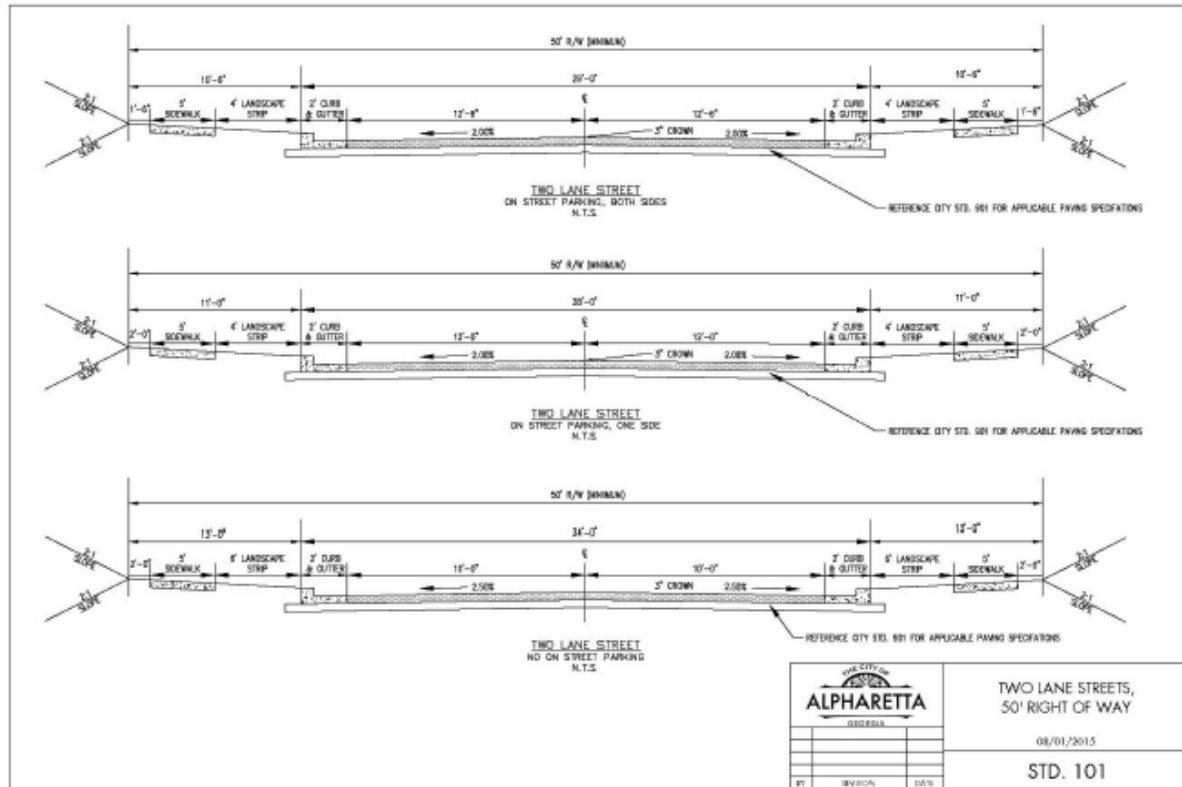
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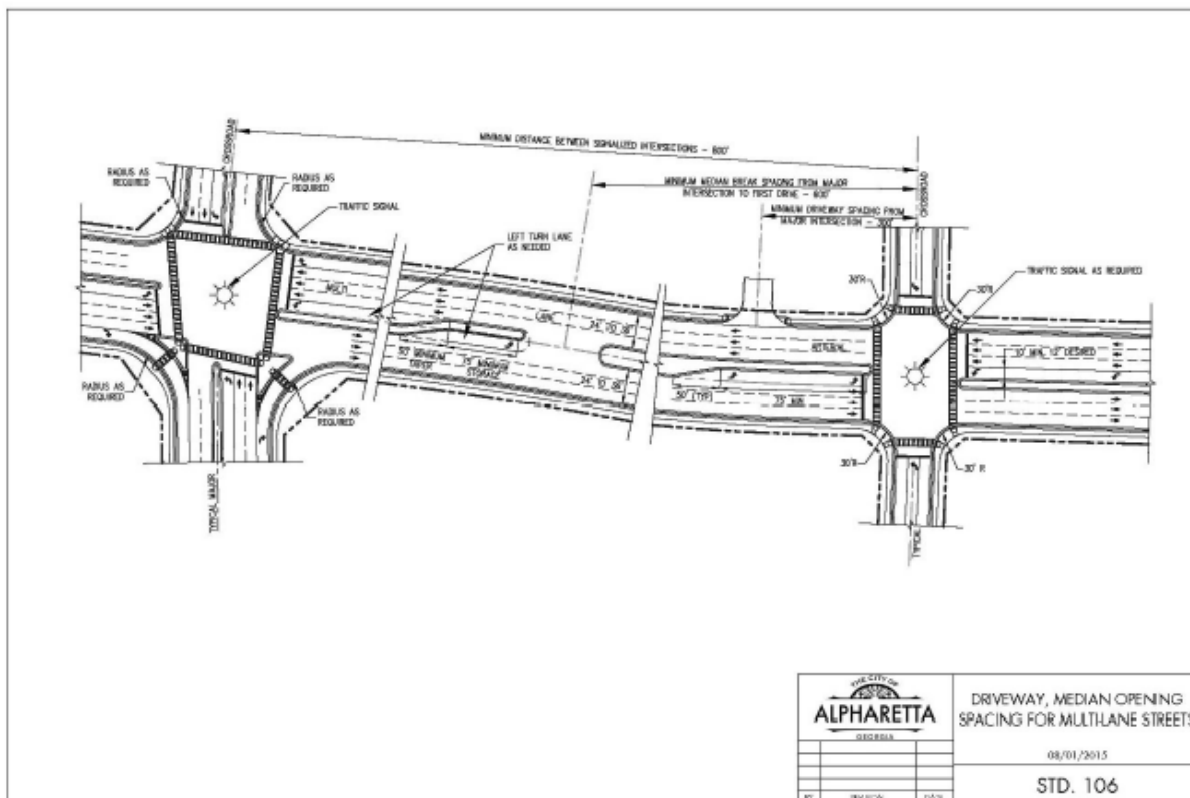
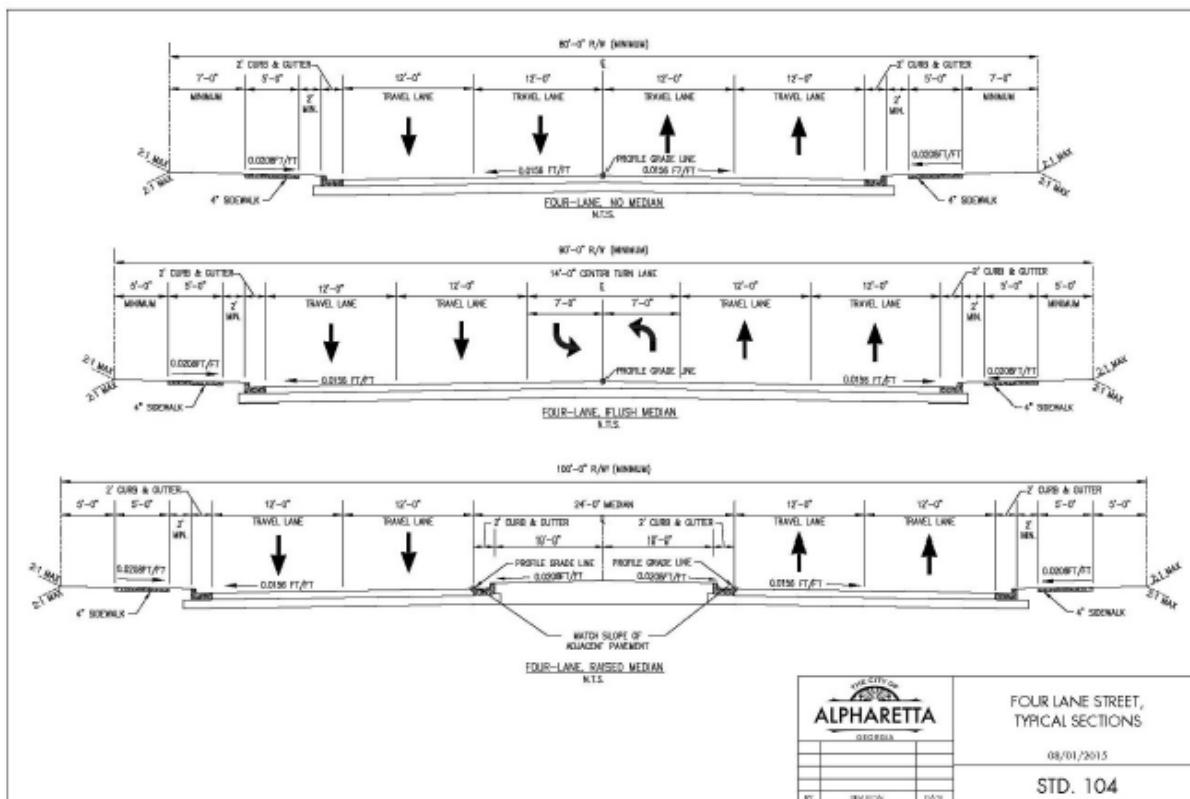


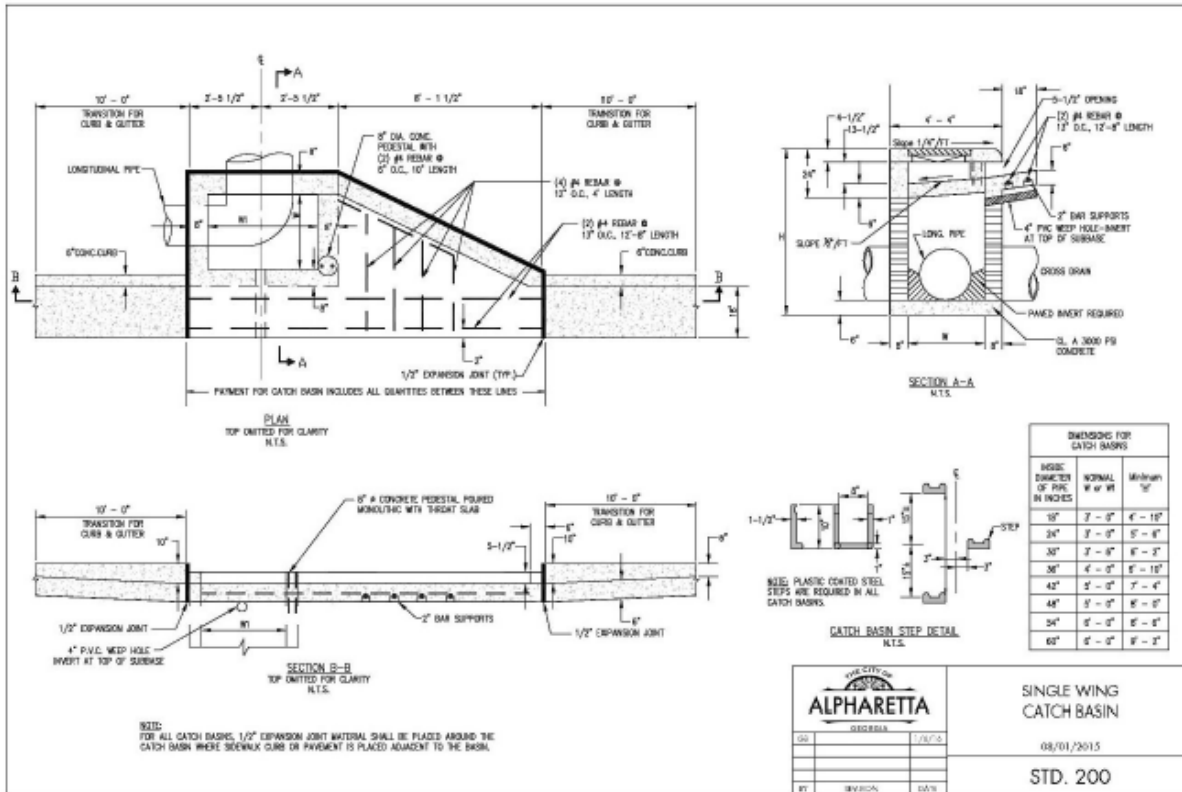
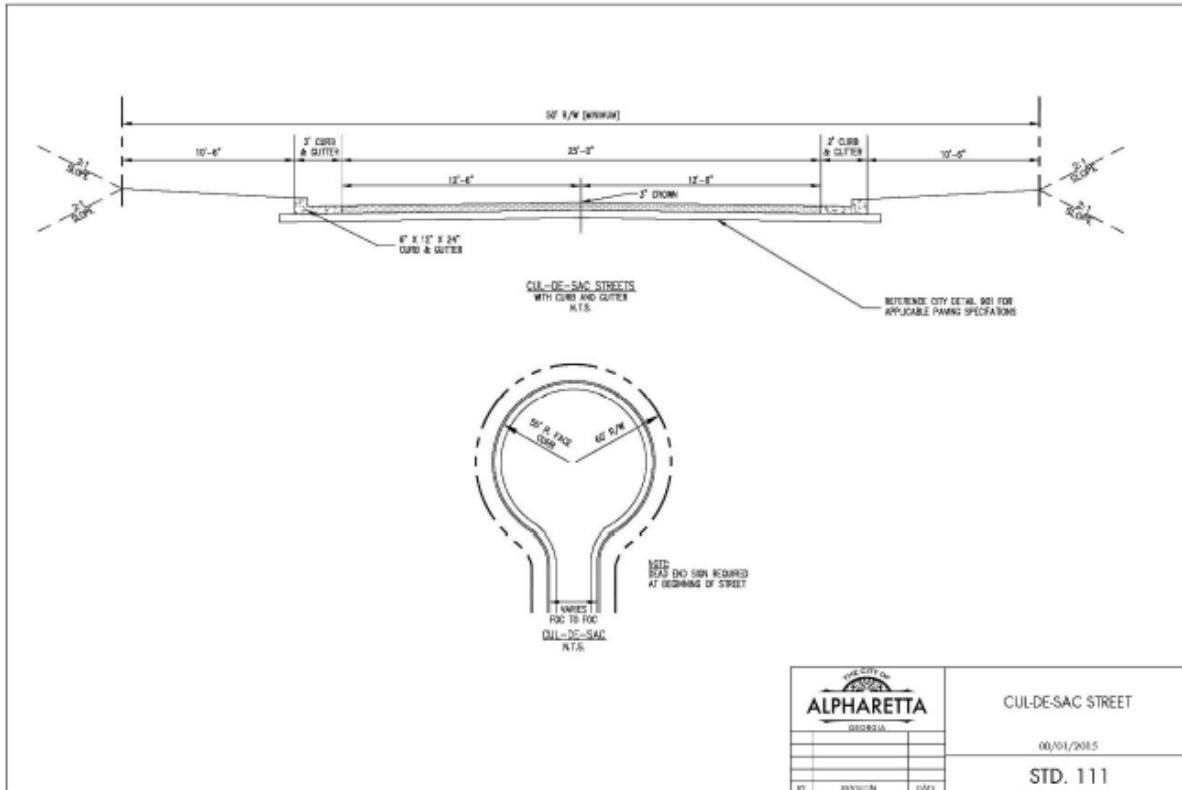
COMPLETE STREETS:
COLLECTOR STREET

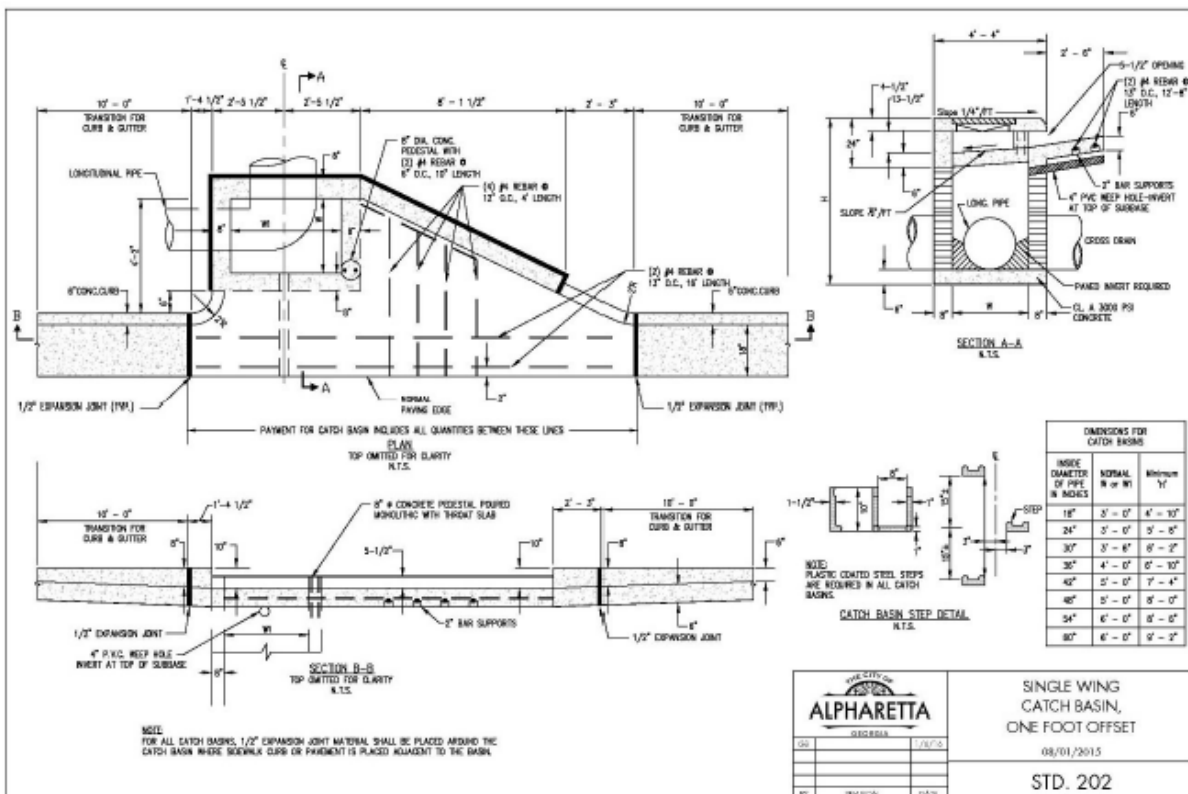
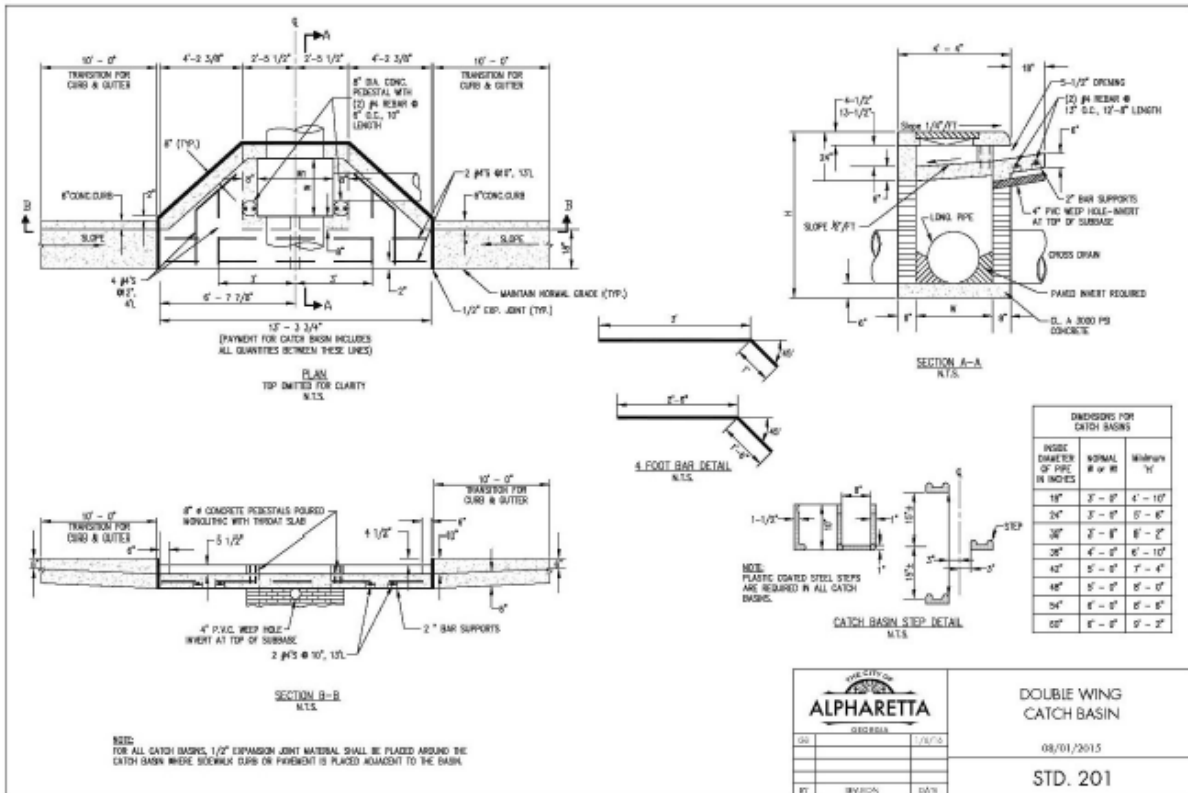
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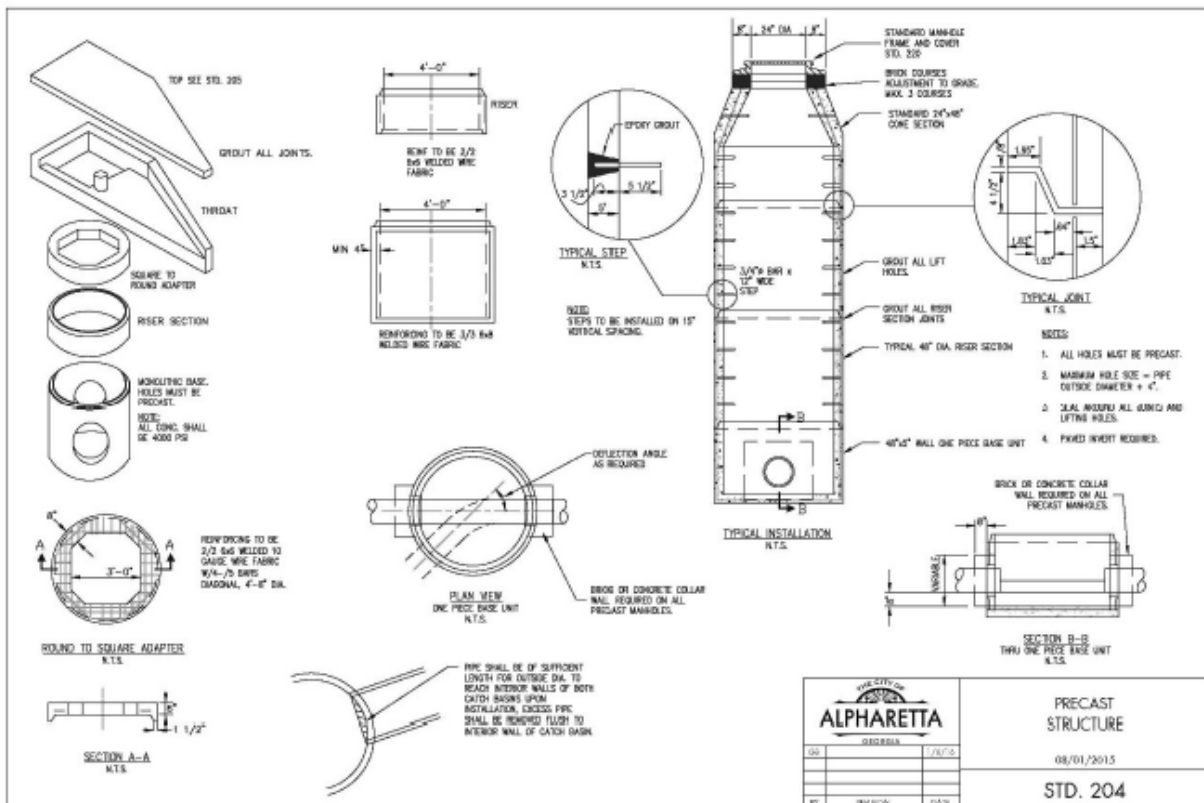
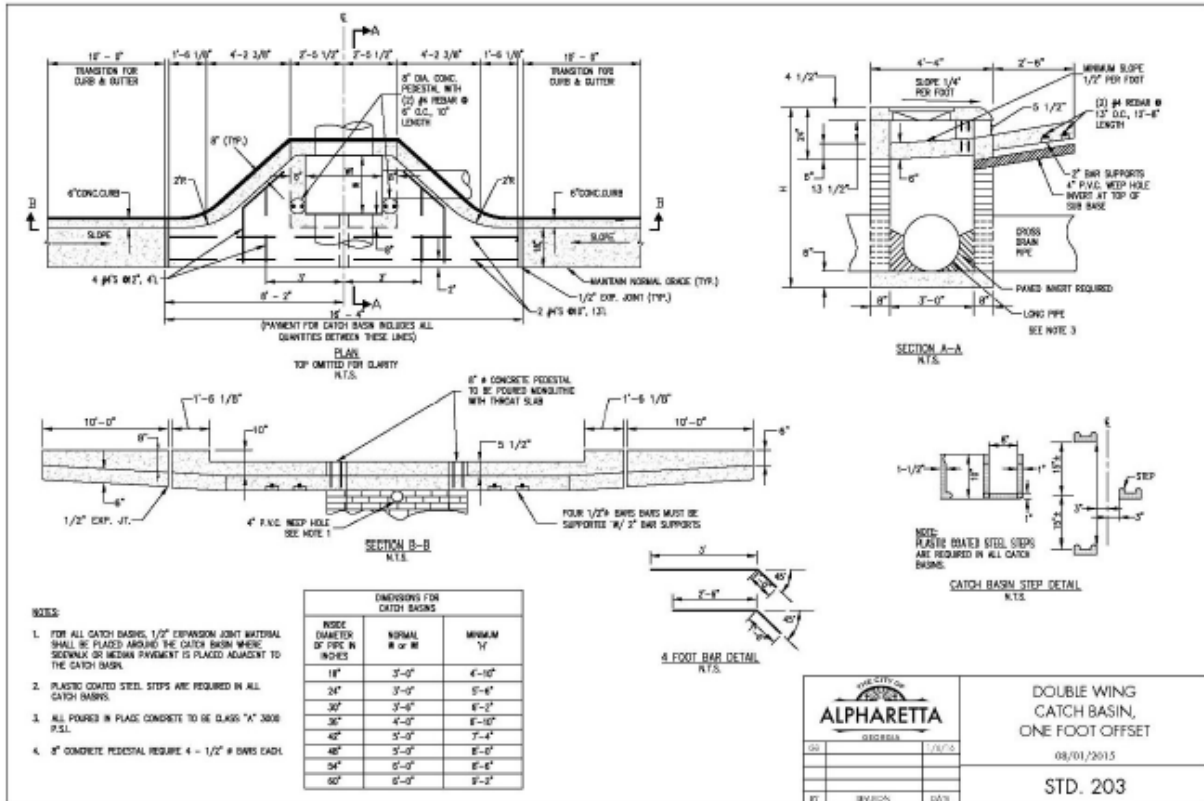
STD. 100

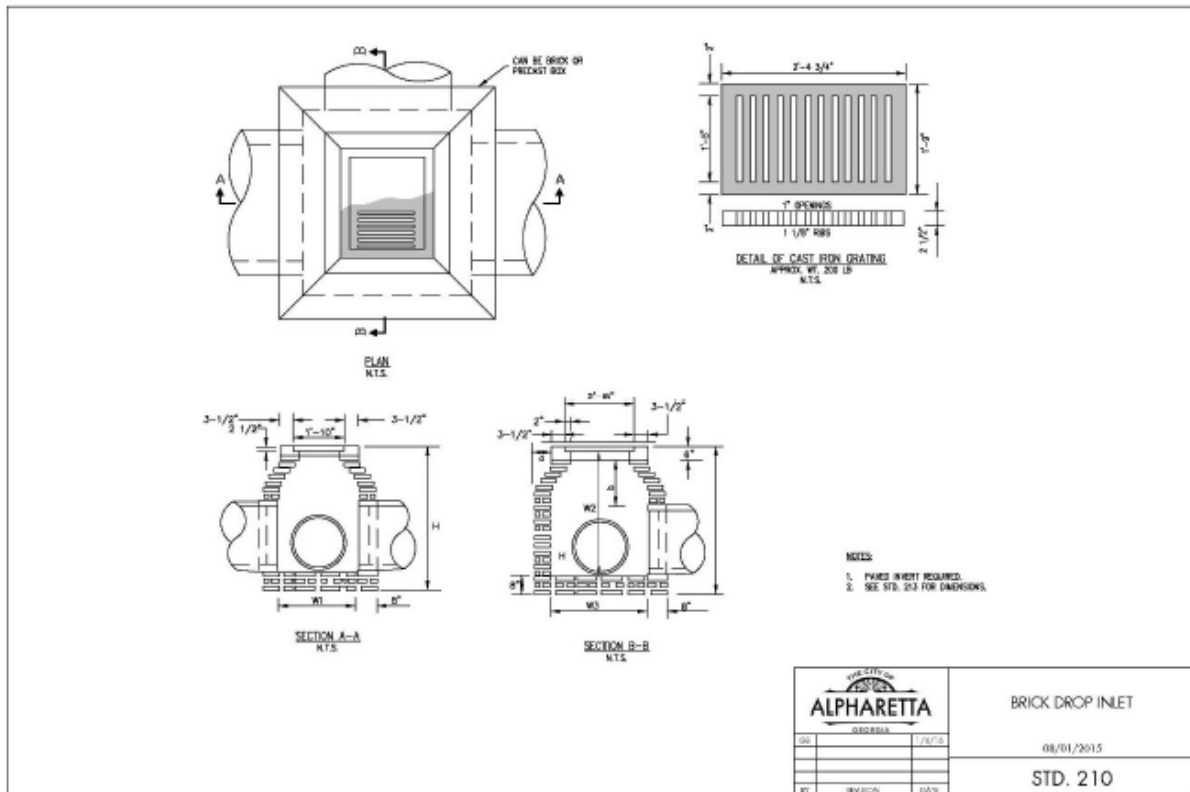
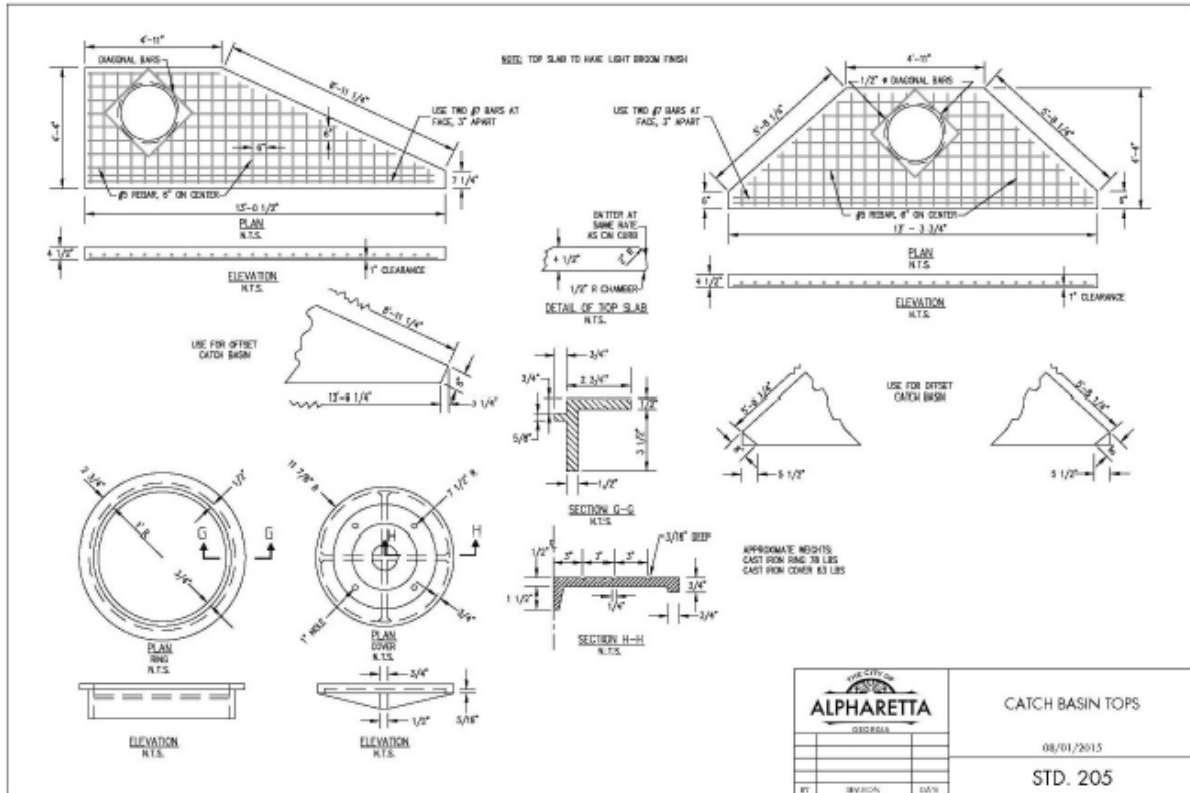


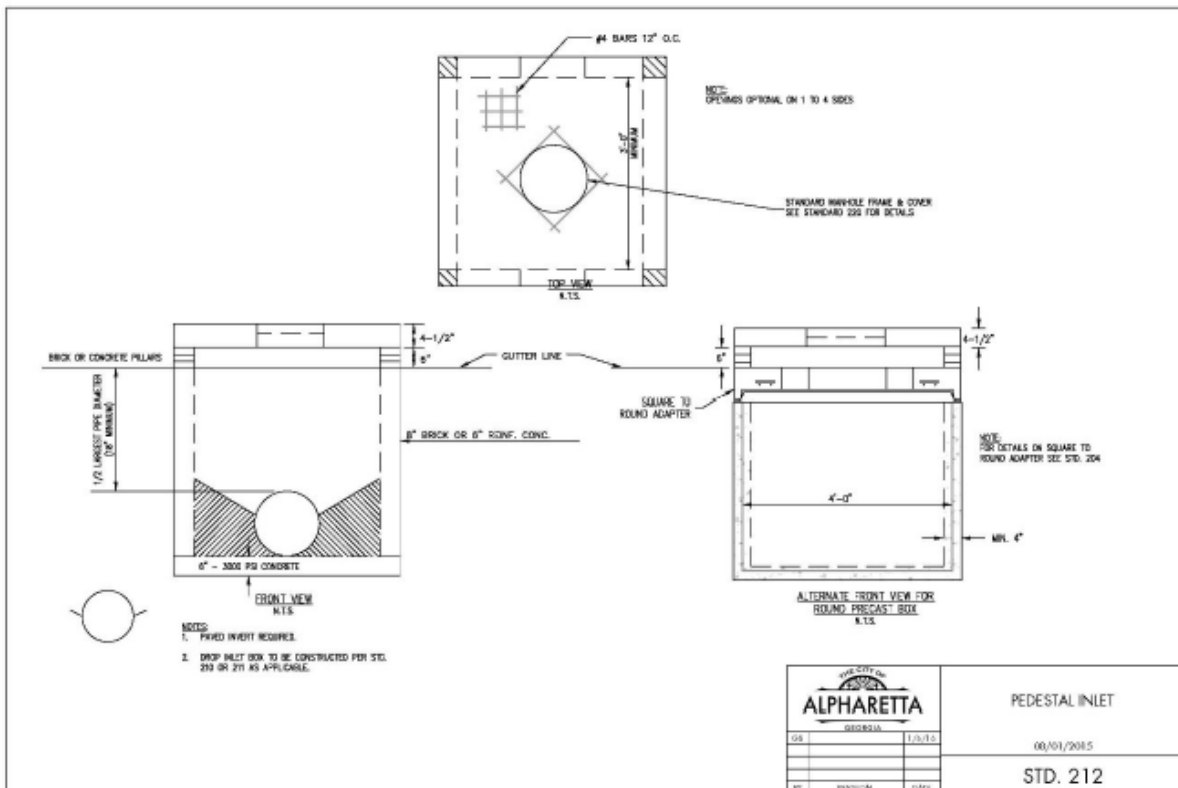
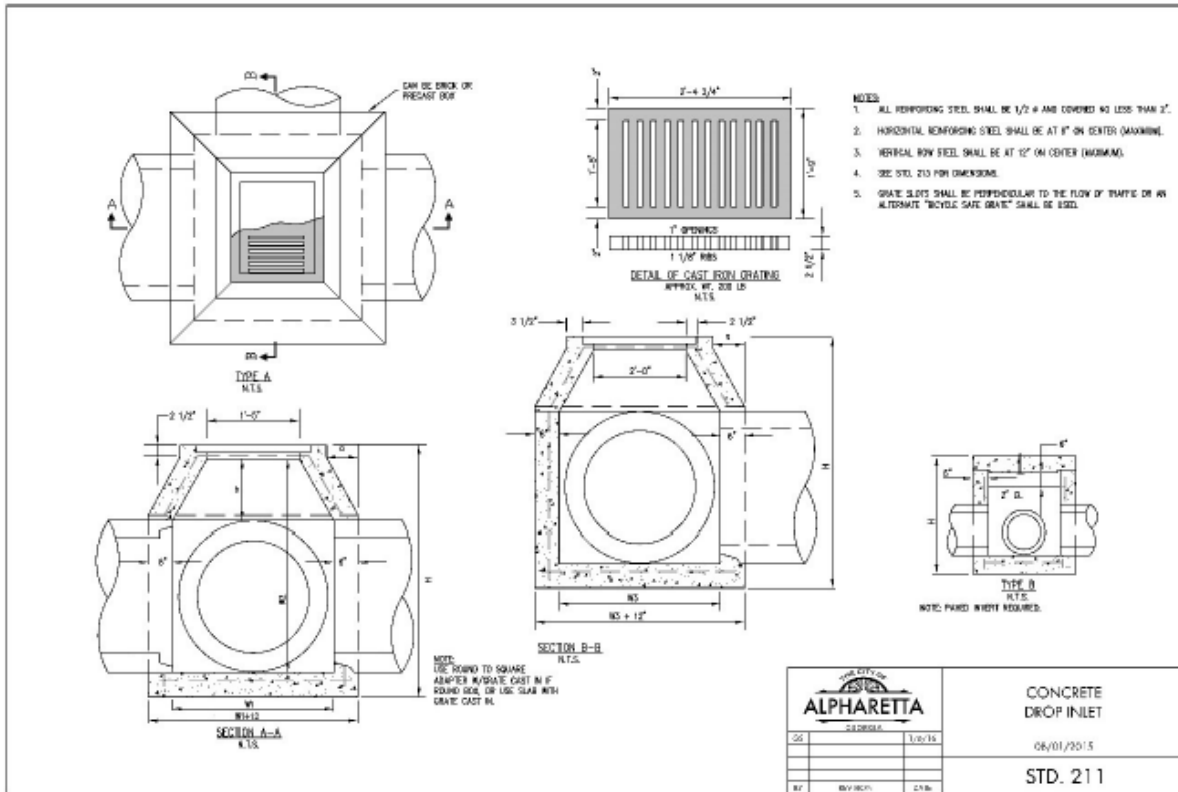












BRICK DROP INLET (STD. 210)							NOTE: MINIMUM VERTICAL DEPTH FOR DROP INLET = 8'-15'-0"
D	W1	MN-W2	W3	a	b	MN-H1	
18"	2'-2"	5'-2 1/2"	2'-8"	2'-4 1/2"	0'-8"	4'-1"	
24"	2'-8"	5'-8"	3'-3"	3'-7 1/2"	1'-3 1/4"	4'-8"	
30"	3'-3 1/4"	6'-0"	3'-10"	1'-0"	1'-0"	5'-10"	
36"	4'-2"	6'-6 1/2"	4'-5"	1'-4 1/2"	2'-2 1/4"	6'-11"	
42"	4'-8"	7'-1 3/4"	5'-0"	1'-8"	2'-7 1/4"	6'-8 1/4"	
48"	5'-8"	8'-2 3/4"	6'-7"	1'-9 1/2"	3'-1 1/4"	8'-1 1/4"	
54"	5'-7"	8'-4"	6'-2"	2'-1"	3'-7 1/2"	10'-2 1/2"	
60"	5'-2"	10'-0"	6'-8"	2'-4 1/2"	4'-1 1/2"	11'-3 1/4"	
66"	6'-8"	11'-4"	7'-4"	2'-8"	4'-7 1/2"	12'-4 1/4"	
72"	7'-4"	12'-5"	7'-11"	3'-11 1/2"	5'-2"	13'-5 1/2"	

CONCRETE DROP INLET (STD. 211)									
TYPE A						TYPE B			
D	W1	MN-W2	W3	a	b	MN-H1	NORMAL # ON W1	MN-H2	MN-H3
18"	2'-0"	2'-0 1/2"	2'-7"	0'-3 1/2"	0'-8"	3'-5"	2'-5"	2'-10"	4'-8"
24"	2'-8"	4'-0 1/2"	3'-3"	0'-7 1/2"	1'-1"	4'-0"	3'-0"	3'-8"	4'-10"
30"	3'-4"	5'-1 1/2"	3'-11"	0'-11 1/2"	1'-8"	5'-10"	3'-8 1/2"	4'-2 1/2"	5'-4 1/2"
36"	3'-10"	6'-1 1/2"	4'-5"	1'-3 1/2"	2'-1 1/4"	6'-10"	4'-2"	4'-10"	6'-8"
42"	4'-5"	7'-2 1/2"	5'-0"	1'-8"	2'-7 1/2"	7'-11"	4'-8 1/2"	5'-4 1/2"	6'-8 1/2"
48"	5'-0"	8'-3 1/2"	5'-7"	1'-8 1/2"	3'-1 1/4"	8'-0"	5'-3 1/2"	5'-11 1/2"	7'-1 1/2"
54"	5'-7"	9'-4 1/2"	6'-2"	2'-1"	3'-7 1/4"	10'-1"	5'-10"	6'-8"	7'-8"
60"	6'-2"	10'-3 1/2"	6'-8"	2'-4 1/2"	4'-1 1/2"	11'-2"	6'-4 1/2"	7'-3 1/2"	8'-2 1/2"
66"	6'-8"	11'-6 1/2"	7'-4"	2'-8"	4'-7 1/2"	12'-3"	6'-11"	7'-7"	8'-8"
72"	7'-4"	12'-7 1/2"	7'-11"	3'-11 1/2"	5'-1 1/4"	13'-4"	7'-3 1/2"	8'-1 1/2"	9'-2"

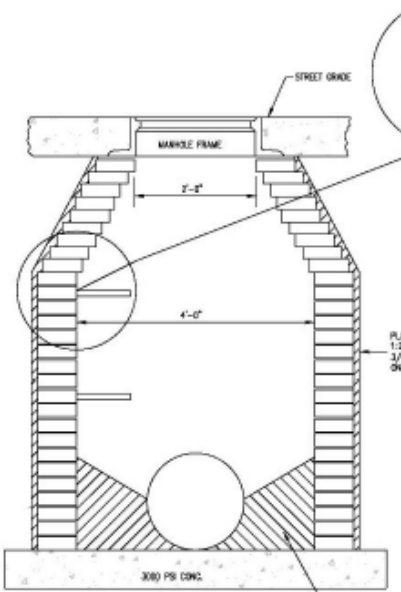


ALPHARETTA
GEORGIA

DROP INLET
DIMENSIONS

08/01/2015

STD. 213



STREET GRADE

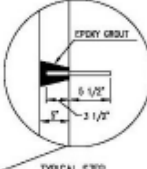
MANHOLE FRAME

4'-0"

2'-8"

300 PSI CONG.

ELEVATION AT MANHOLE
N.T.S.

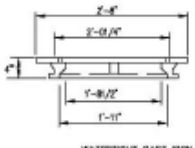


STREET GRADE

6 1/2"

3 1/2"

TYPICAL STEP
N.T.S.



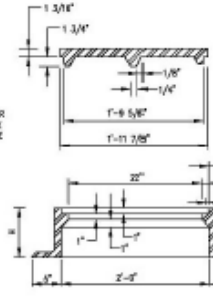
2'-8"

2'-0 1/4"

1'-8 1/2"

1'-11"

WATERPROOF CAST IRON MANHOLE FRAME AND COVER
N.T.S.



1'-6 5/8"

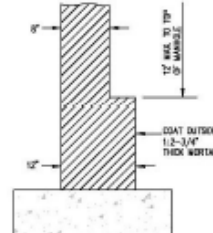
1'-11 7/8"

22"

1"

1'-8 5/8"

480 MANHOLE FRAME AND COVER
N.T.S.



12" MAX. W. TOP

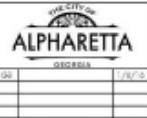
12" MAX. W. BOTTOM

WALL DETAIL FOR DEPTH OVER 12'-20'
N.T.S.

NOTE:
1. 4" SLAB FOR 4'-0" DIA.
2. 8" SLAB FOR 5'-0" AND 6'-0" DIA.

NOTE:
1. 250 LB. FRAMES AND COVERS MAY BE USED OUTSIDE OF STREETS & ROADS. COVERS TO BE
SIMILAR TO 480 LB. FRAME, BUT REDUCED IN HEIGHT AND THICKNESS.
2. ALL COVERS TO BE VENTED UNLESS OTHERWISE NOTED.

NOTE:
FOR DEPTH OVER 30', INCREASE WALL THICKNESS TO 16".



ALPHARETTA
GEORGIA

BRICK MANHOLE DETAIL
AND
MH FRAME AND COVER

08/01/2015

STD. 220

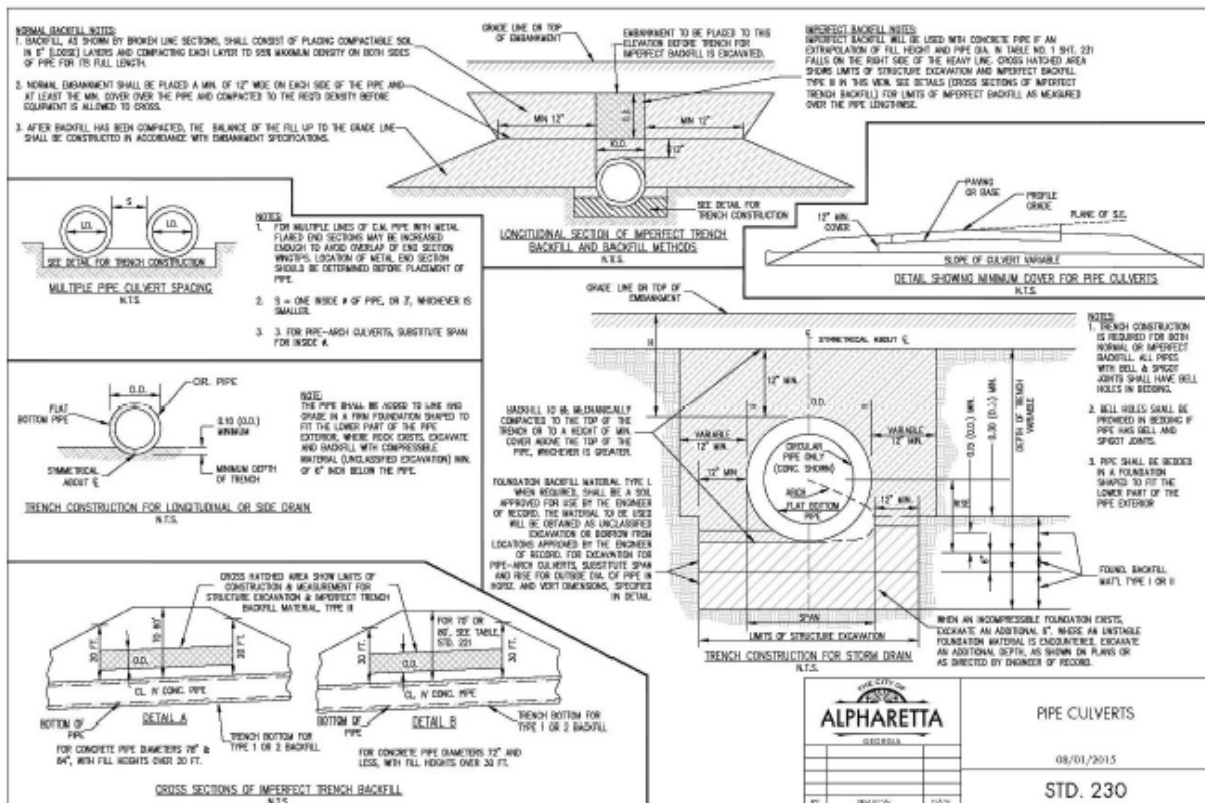
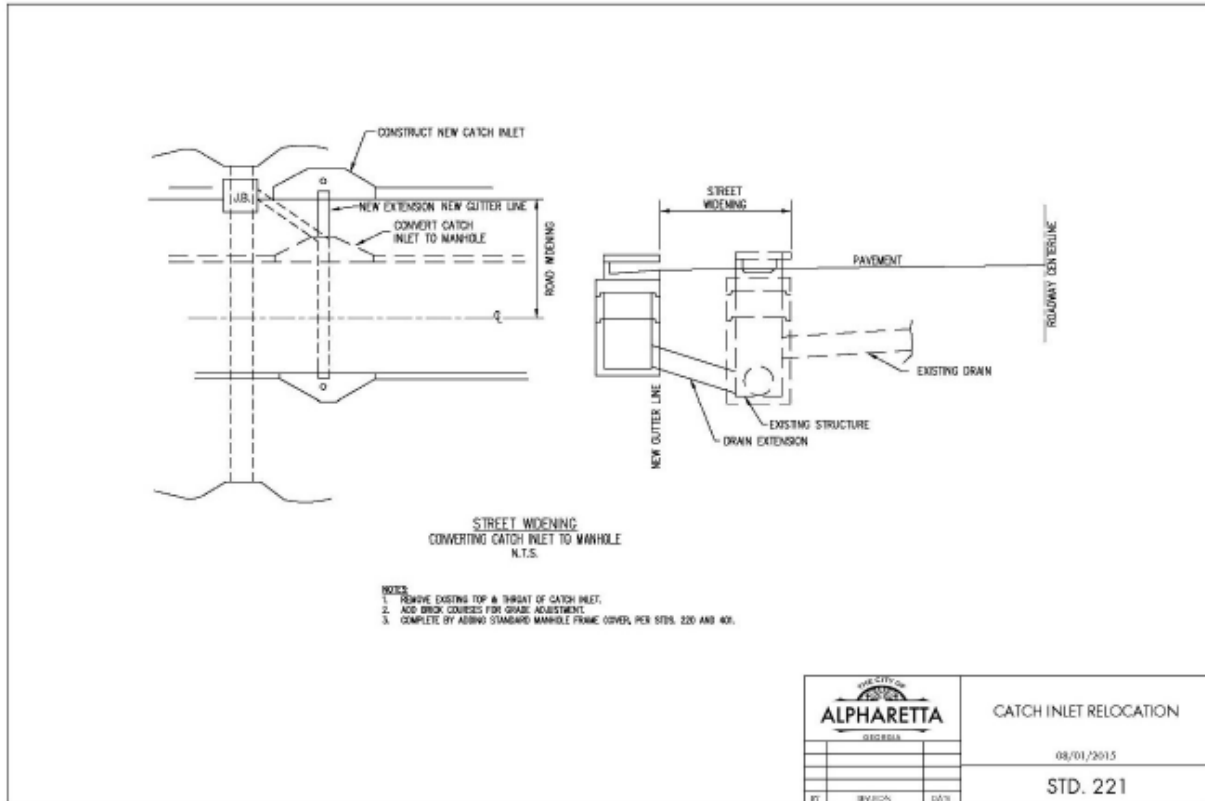
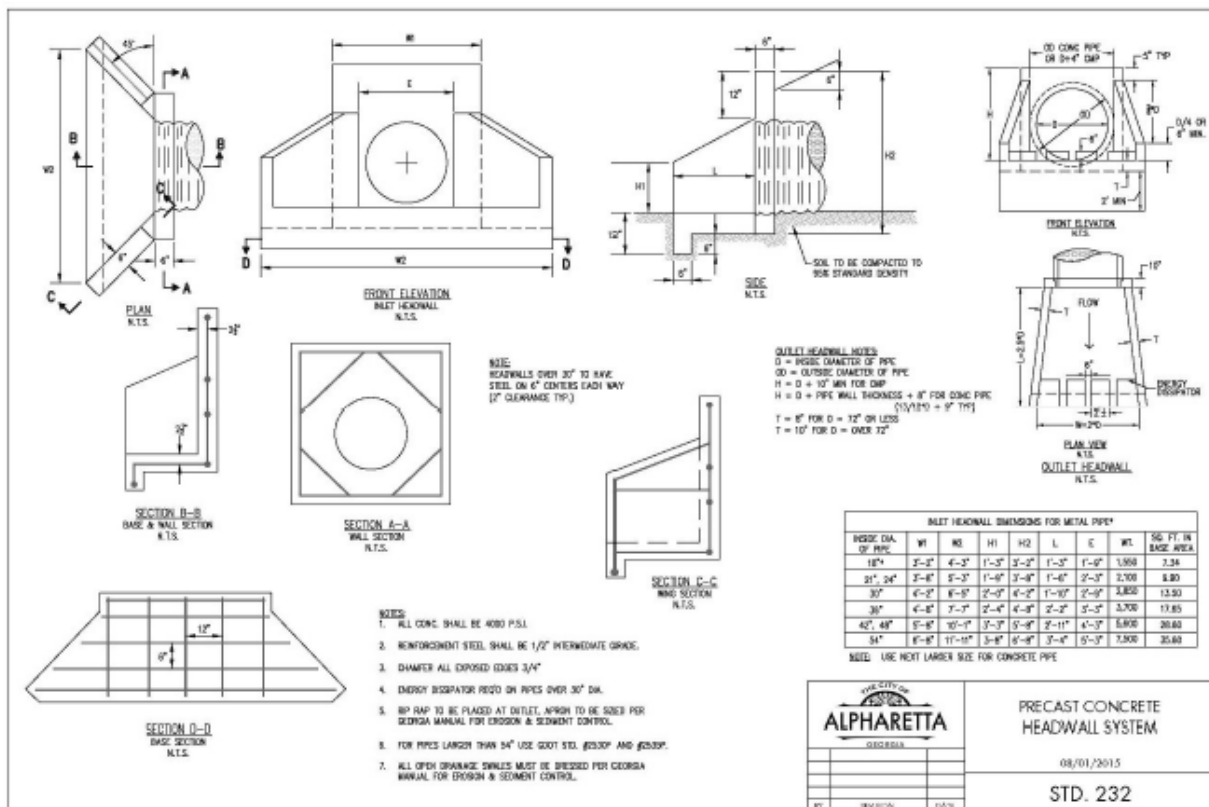
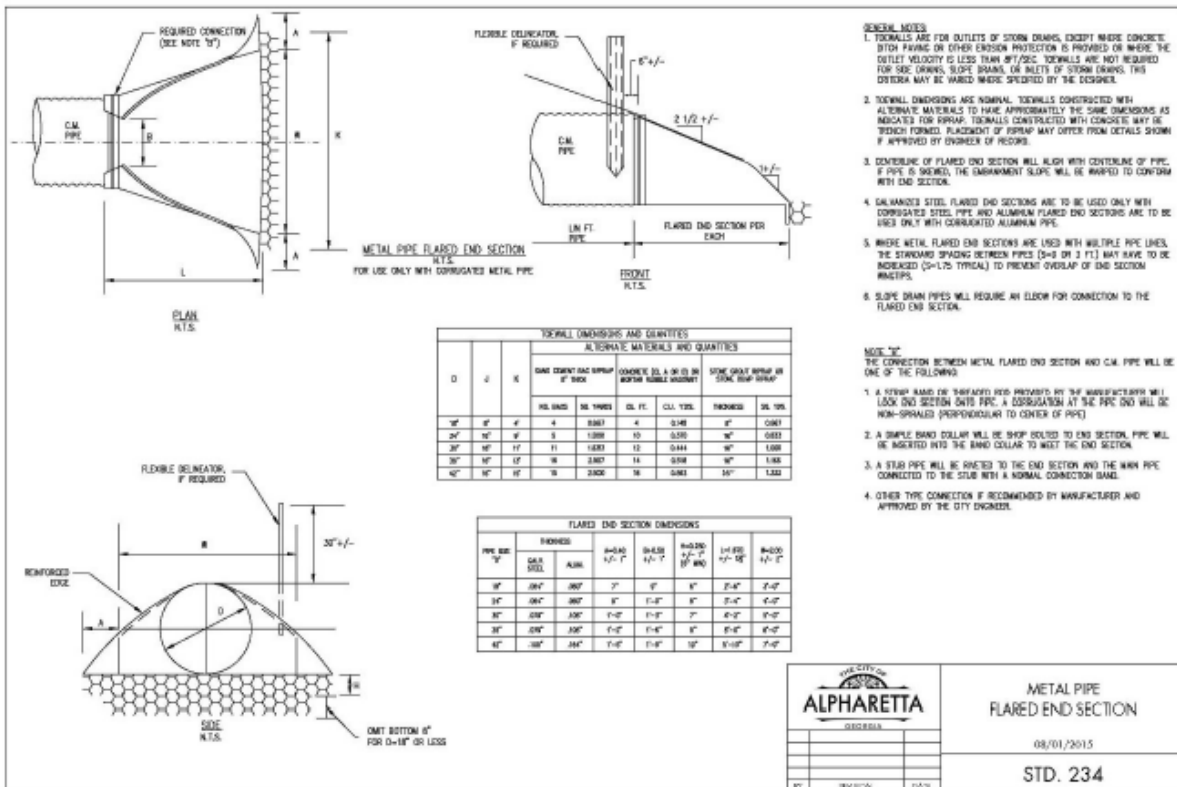
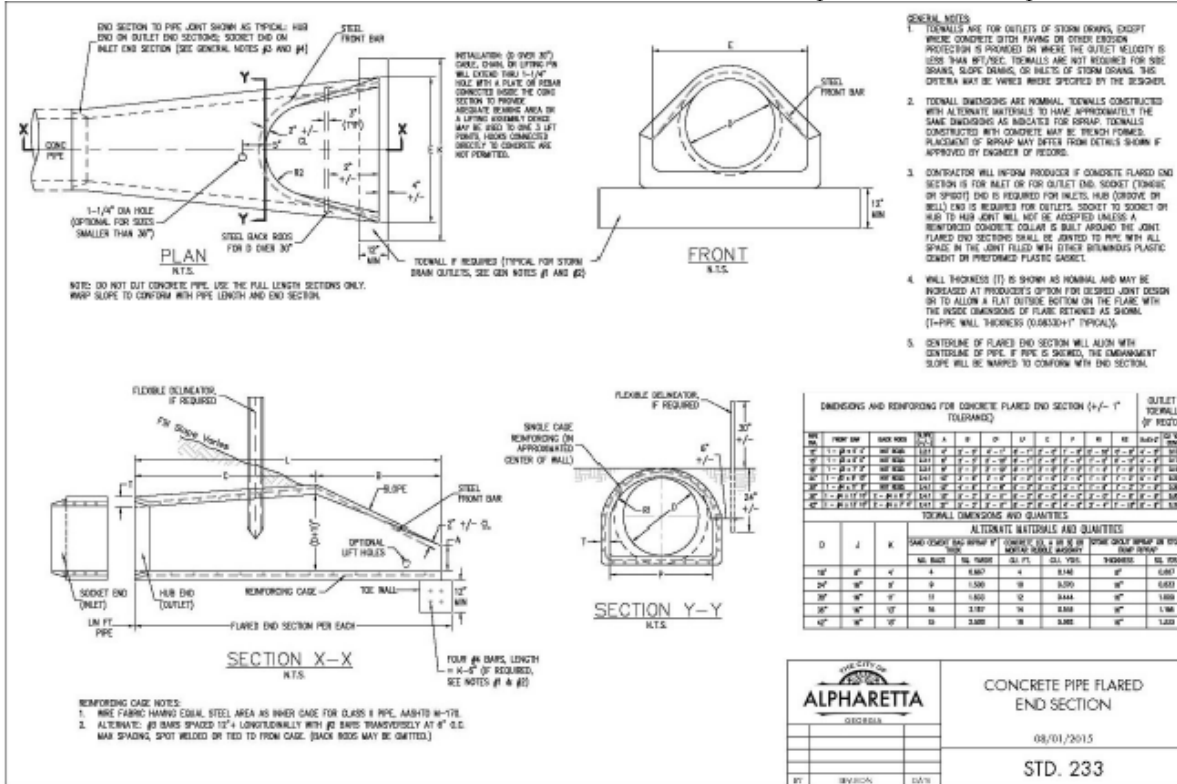
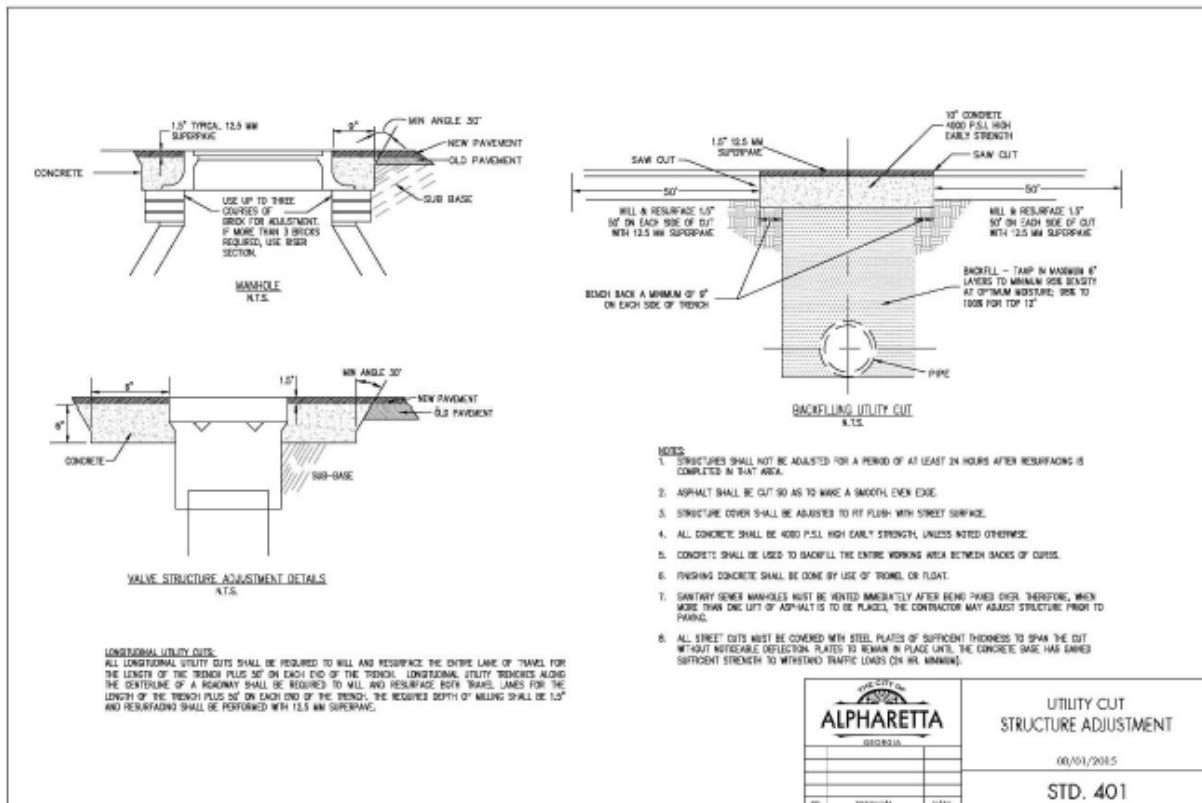
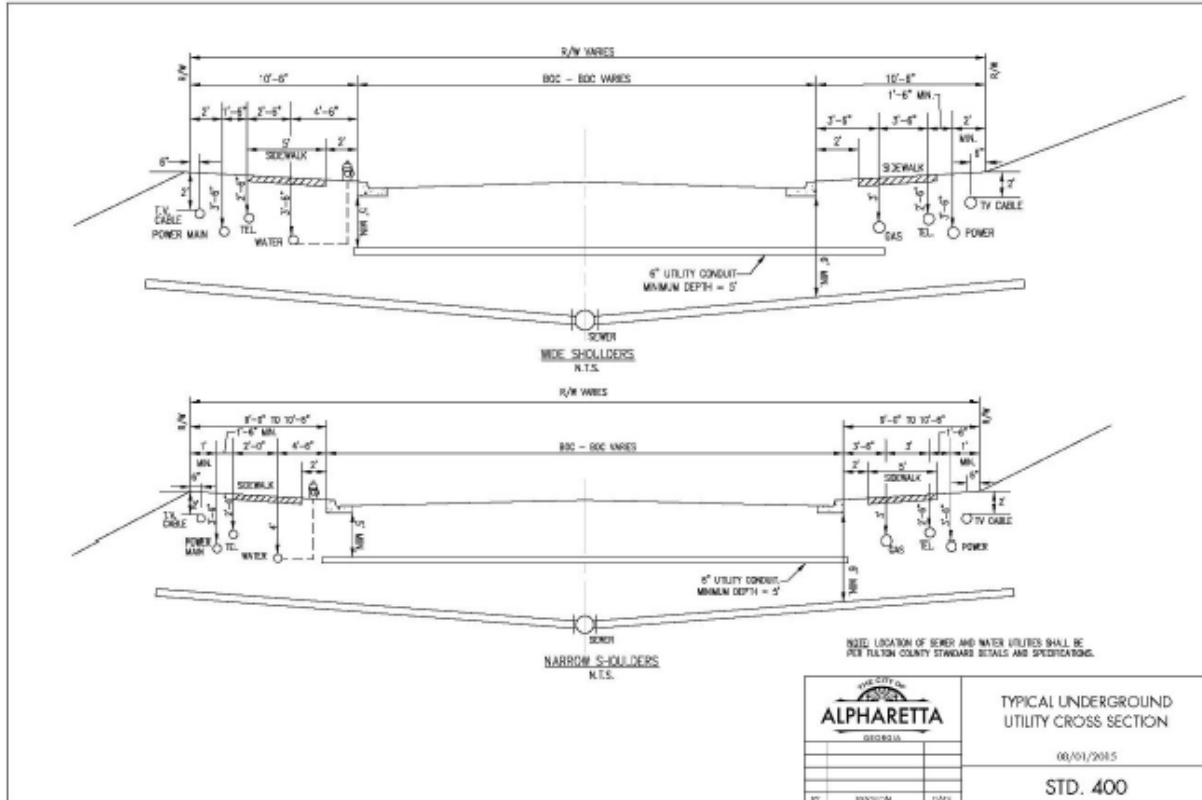
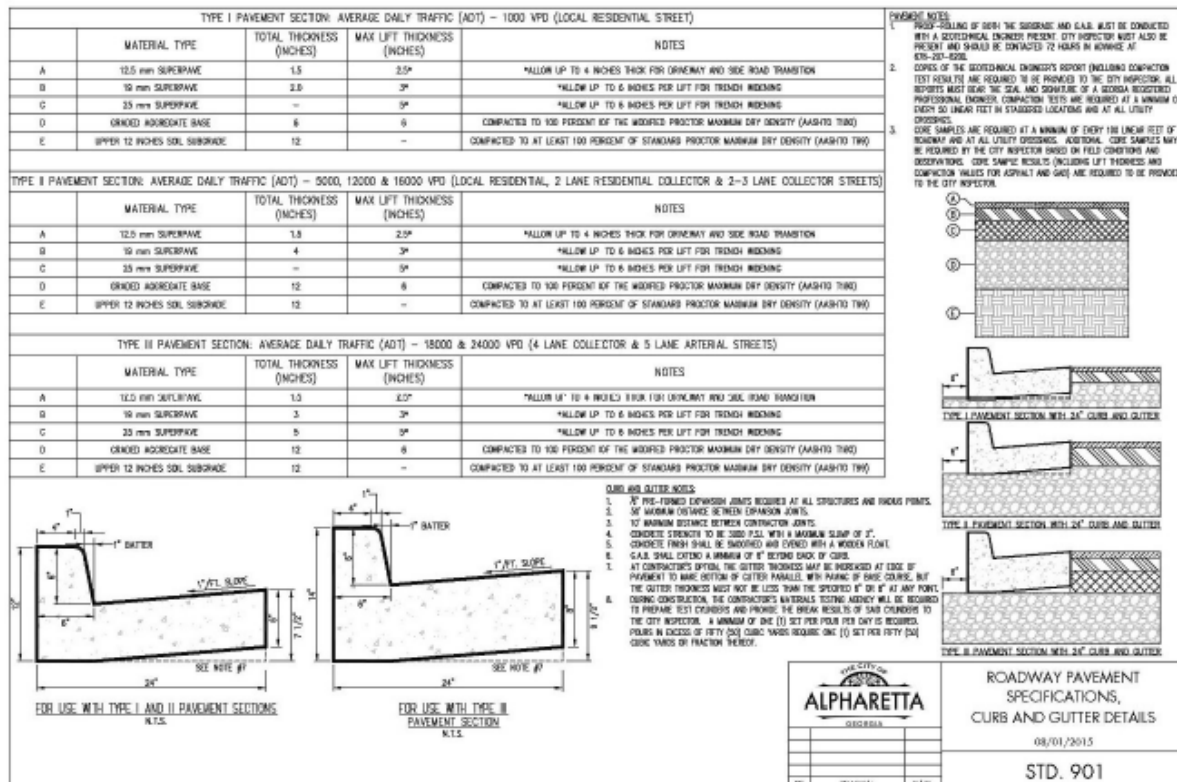
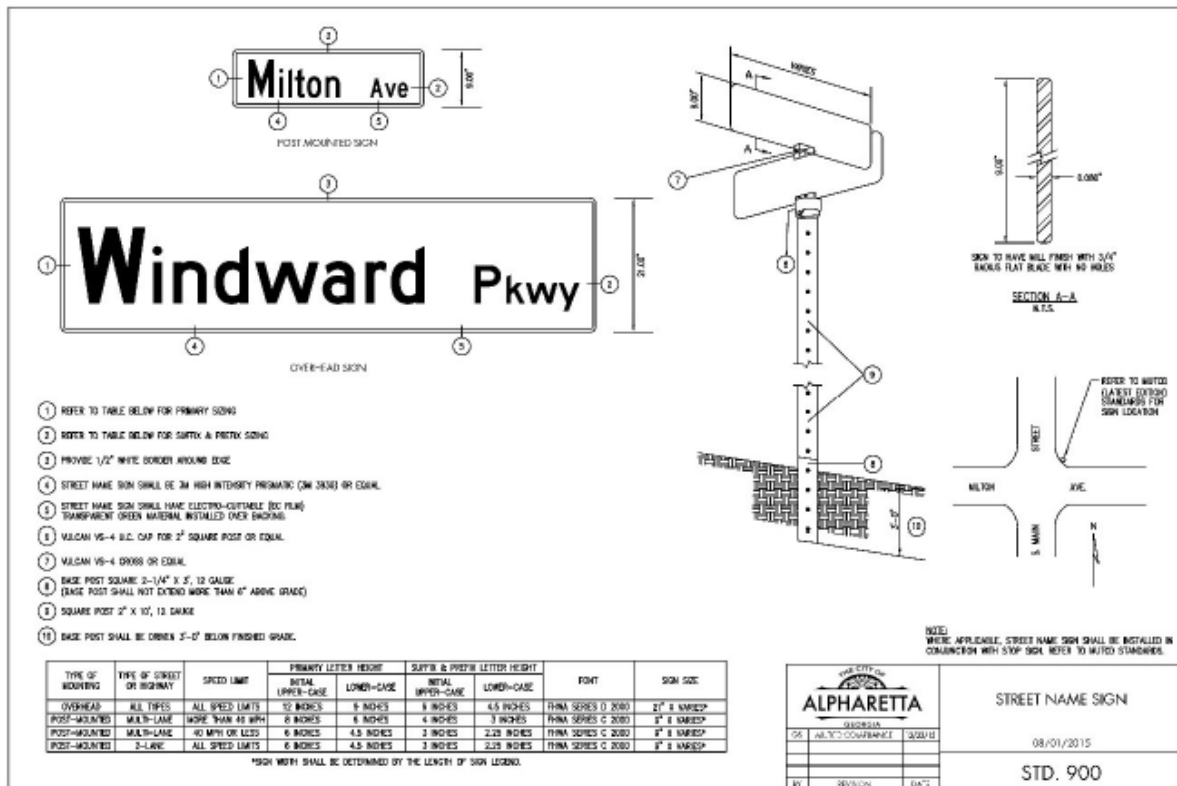


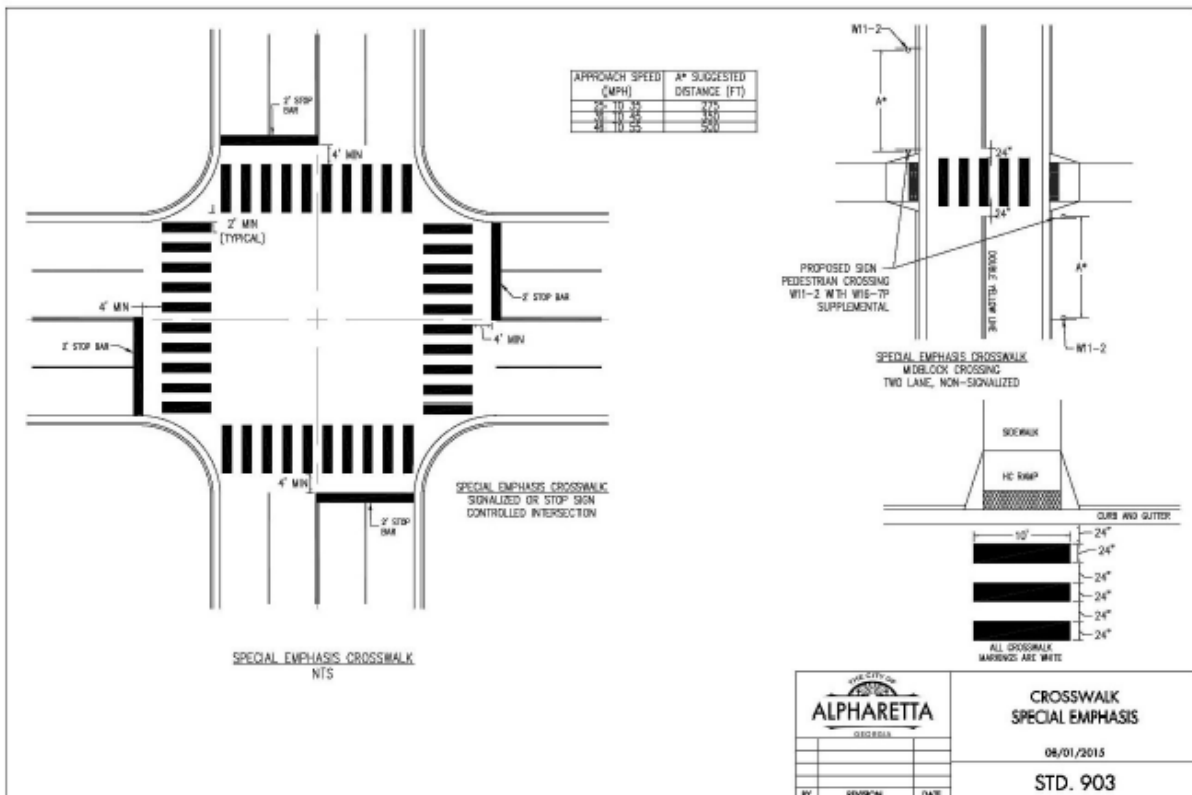
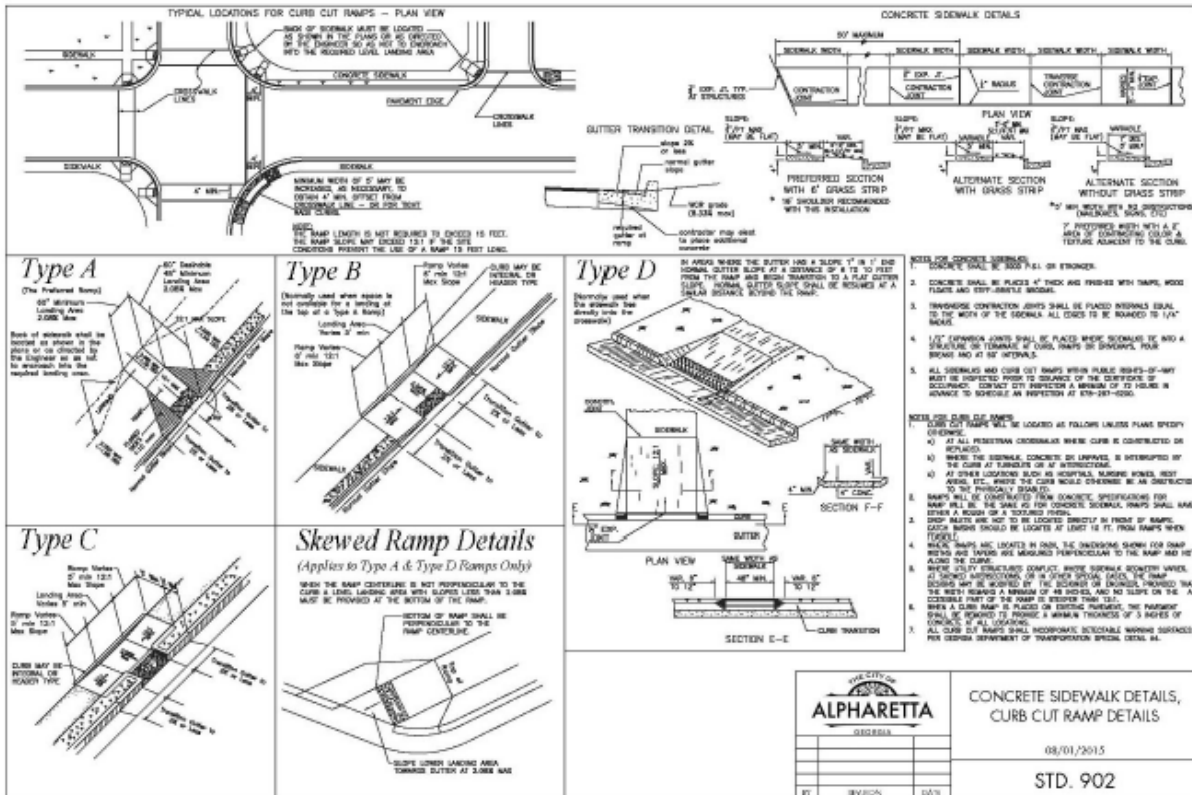
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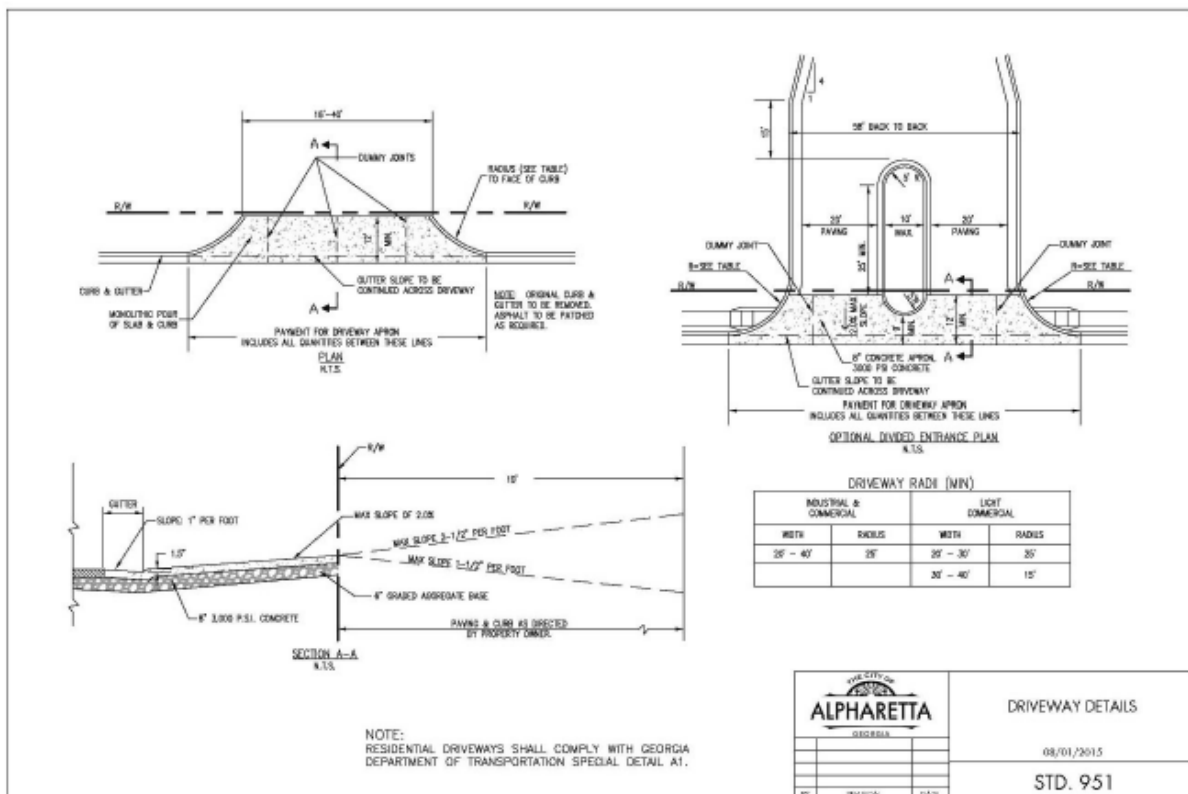
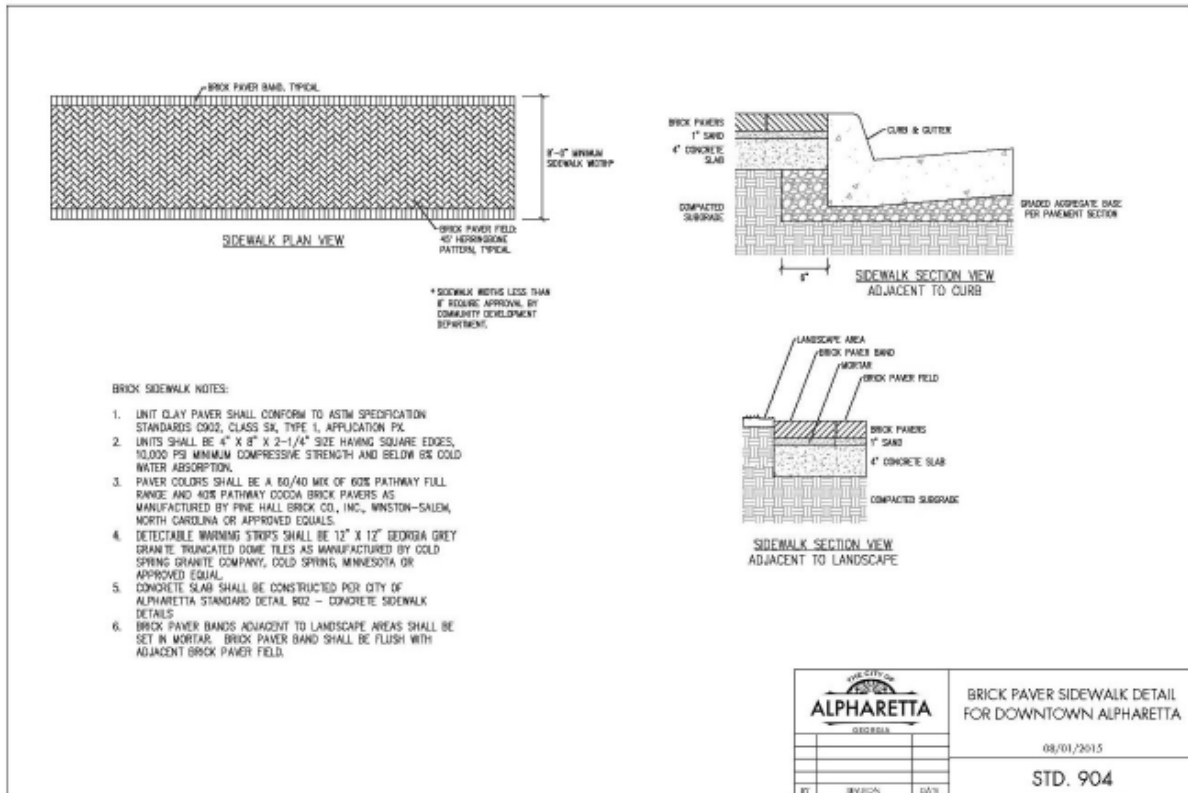


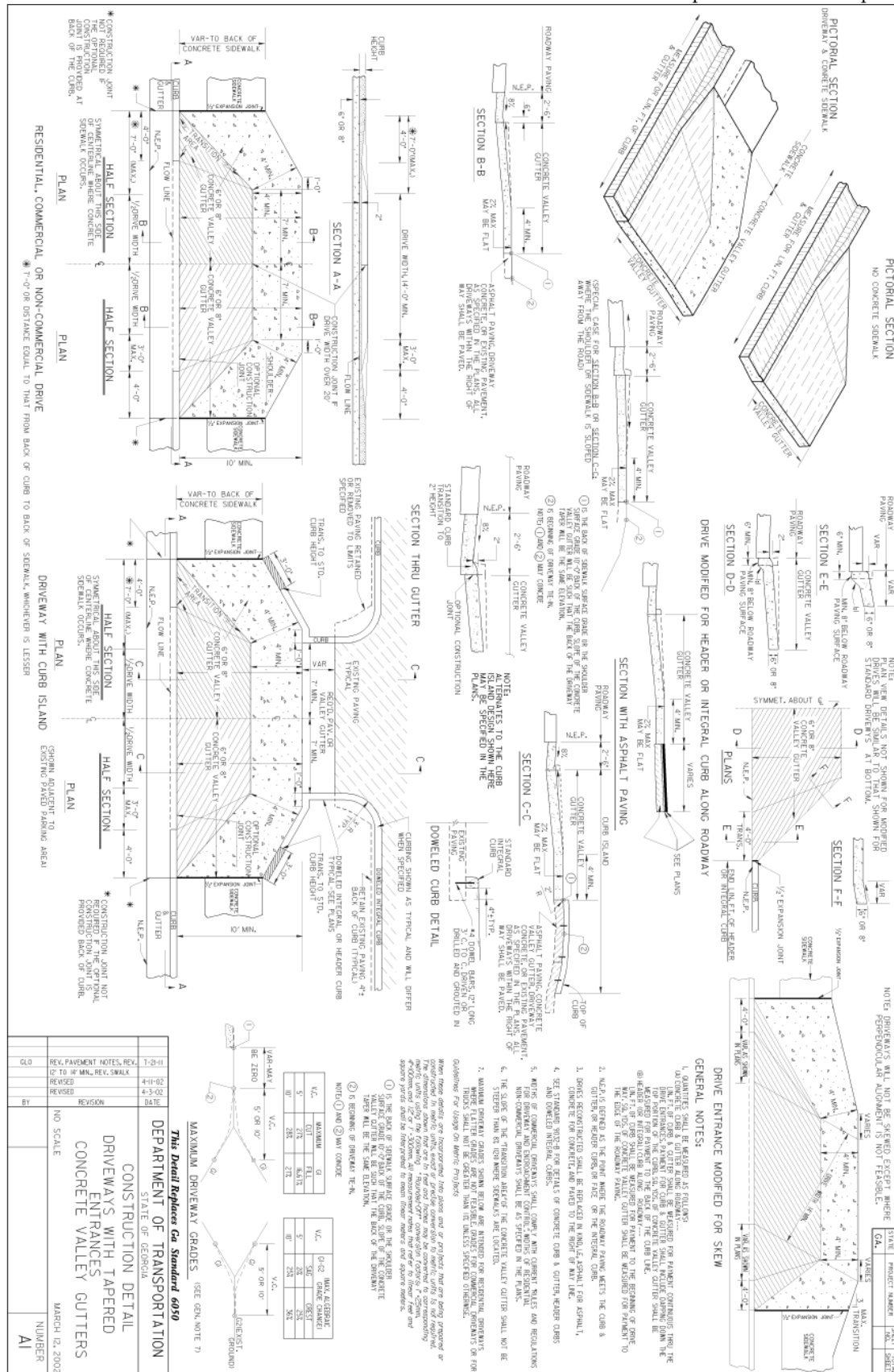


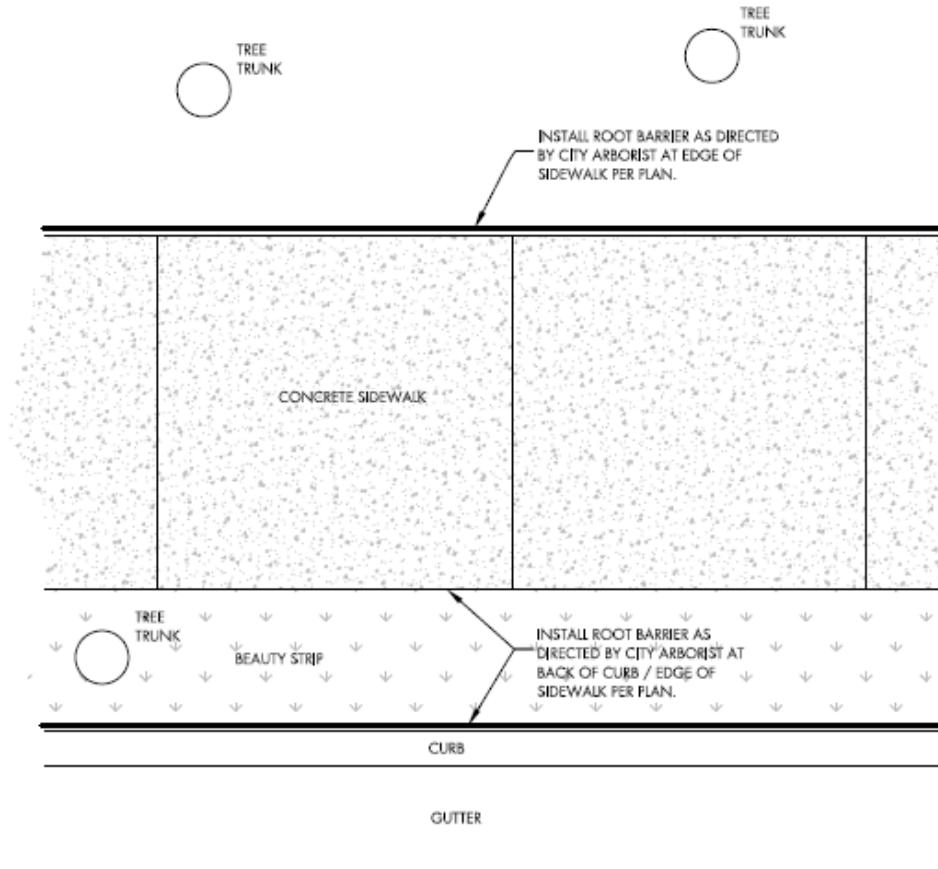












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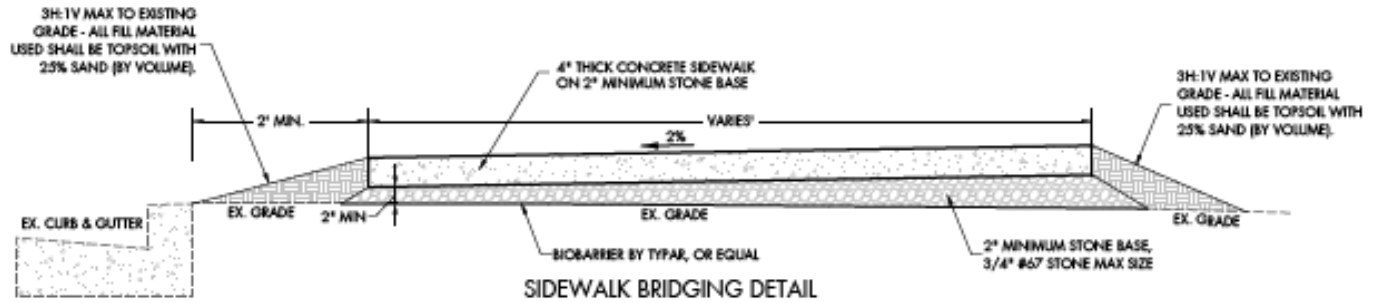
1. ROOT BARRIERS SHALL BE REQUIRED WHEN TREES ARE PLANTED OR ARE EXISTING WITHIN 10' OF ALL CITY OWNED AND MAINTAINED HARDSCAPES.
2. ROOT BARRIERS SHALL BE INSTALLED ALONG THE LENGTH OF THE HARDSCAPES FOR THE EXPECTED CRZ OF THE TREE AT MATURITY OR ALONG THE ENTIRE LENGTH OF THE HARDSCAPE.
3. ROOT BARRIER SHALL BE HIGH DENSITY AND HIGH IMPACT PLASTIC, A MINIMUM 18" DEEP, AS AVAILABLE FROM "DEEP ROOT", VESPRO, INC., OR EQUIVALENT AS APPROVED BY CITY OF ALPHARETTA. BIO BARRIER OR SIMILAR MAY BE SUBSTITUTED, AS APPROVED BY THE CITY.
4. TOP OF ROOT BARRIER SHALL BE SET A MINIMUM OF $\frac{1}{2}$ " ± ABOVE FINISHED GRADE OF SOIL. HOWEVER, UNDER NO CIRCUMSTANCES SHALL THE TOP OF ROOT BARRIER EXTEND ABOVE ADJACENT CURB, SIDEWALK OR OTHER HARD SURFACING, AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. PLEASE PROVIDE MANUFACTURER'S INSTRUCTIONS.

THE CITY OF ALPHARETTA GEORGIA		
PCB	REVISE NOTE #1	8/24/16
BY	REVISION	DATE

ROOT BARRIER DETAIL
(FOR PUBLIC SIDEWALKS OR CURBING)

08/01/2015

STD. L-8



CONTRACTOR SHALL DISTURB TREE ROOTS AS LITTLE AS POSSIBLE TO CONSTRUCT SIDEWALK.

SECTION 02630**STORM DRAINAGE****PART 1—GENERAL****1.01 SCOPE OF WORK**

- A. This section covers furnishing all labor, equipments and materials required to complete storm drainage installation and all other items indicated on the drawings, including preparation of subgrade, excavation, bedding, backfilling and testing.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division 2, Section 02310 Grading

1.03 REFERENCE STANDARDS

- A. City of Alpharetta Design Standards.
- B. Georgia Department of Transportation Construction Details and Standards.
- C. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2003 Edition with revisions 1 and 2.

1.04 SUBMITTALS

- A. Manufacturer's Installation Procedures: Submit two (2) copies of the Manufacturer's recommendations for installation procedures of the material being placed prior to installation.
- B. Shop Drawings: Include plans, elevations, details and attachments for precast concrete manhole and other structures including frames, covers and grates.
- C. Performance and Product Data: Submit two (2) copies of manufacturer's performance and product data for each type of storm drainage device indicated or as required by the City Representative.
- D. Submit copies of Materials Testing Reports to City Representative.
- E. Additional submittals as required by the City Representative.

1.05 RECORD DRAWINGS

- A. As-built record drawings shall be prepared by a surveyor licensed in the state of Georgia. At project closeout the contractor shall submit record drawings of installed storm drain piping and structures.

Record drawings shall include lengths and slopes of pipe installed, layout of pipe, invert elevations of pipe and structures and top elevations of pipe and structures.

- B. Contractor shall provide the Owner with three (3) copies of as-built record drawings in plan and profile of all underground utilities showing the dimension located of each relative to property boundaries, curb lines, structures and from one utility to another horizontally and vertically. This shall include on site and off site storm sewer service.

1.06 QUALITY ASSURANCE

A. Delivery, Storage and Handling

1. Materials delivered to site shall be inspected for damage, unloaded, and stored with a minimum of handling. The inside of pipes and fittings shall be kept free of dirt and debris.
2. Before, during, and after installation, pipe and fittings shall be protected from any environment that would result in damage or deterioration to the material.
3. Lubricants, elastomeric gaskets, and any similar materials required to install pipe shall be stored in accordance with the manufacturer's recommendations and shall be discarded if the storage period exceeds the recommended shelf life.
4. Handle precast concrete manholes and other structures according to manufacturer's written instructions.
5. Materials shall be handled in a manner that ensures delivery to the trench in sound, undamaged condition. Pipe shall be carried to the trench, not dragged.
6. Prior to installation, all pipe, structures and appurtenances shall be inspected by the City Representative for compliance and damage. Any items found to be non-compliant with the drawings and specifications or damaged shall be removed from the site at the Contractor's expense.

1.07 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II – PRODUCTS/MATERIALS

2.01 REINFORCED CONCRETE PIPE

- A. Concrete pipe shall, at a minimum, be reinforced Class III bell and spigot with rubber gaskets.

B. Pipe and fittings shall comply with ASTM C 76.

C. Gaskets shall comply with ASTM C 443.

2.02 HIGH DENSITY POLYETHYLENE PIPE

A. High Density Polyethylene Pipe with a smooth interior shall conform to the requirements of ASTM Designation F949-65a or latest version. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects.

B. Pipe shall be manufactured to 50-psi stiffness when tested in accordance with ASTM Testing Method D2412. There shall be no evidence of splitting, cracking or breaking when pipe is tested per ASTM Test Method D2412 at 60 percent flattening.

C. Pipe shall be made of polyethylene compound having a minimum cell classification of 12454B as defined in ASTM Specification D1784.

D. All fittings for pipe shall conform to ASTM F949, Section 5.2.3. The pipe manufacturer shall provide all fittings to ensure compatibility.

E. All joints shall be made with integrally formed bell and spigot gasketed connections. The manufacturer shall provide documentation showing no leakage when gasketed pipe joints are tested in accordance with ASTM Test Method D3212.

F. Elastomeric seals (gaskets) shall meet the requirements of ASTM Designation F477.

2.03 JOINTS

A. Reinforced Concrete Pipe

1. Reinforced concrete pipe shall have flexible watertight joints made with rubber-type gaskets. The design and physical requirements of rubber-type gaskets shall comply with ASTM C 443. Factory-fabricated resilient joint materials shall conform to ASTM C 425.

2. Gaskets shall have no more than one factory-fabricated splice, except that two factory-fabricated splices of rubber-type gaskets are permitted if the nominal diameter of the pipe or structure being gasketed exceeds 54 inches.

B. High Density Polyethylene Pipe

1. All fittings for pipe shall conform to ASTM F949, Section 5.2.3. The pipe manufacturer shall provide all fittings to ensure compatibility.

2. All joints shall be made with integrally formed bell and spigot gasketed connections. The manufacturer shall provide documentation showing no leakage when gasketed pipe joints are tested in accordance with ASTM Test Method D3212.

3. Elastomeric seals (gaskets) shall meet the requirements of ASTM Designation F477.

2.04 PRECAST MANHOLES

- A. Precast reinforced concrete manholes shall comply with ASTM C 478 and the following:
 1. Precast concrete shall be a minimum 4,000 PSI.
 2. Dimensions: 48 inches minimum, unless otherwise indicated.
 3. Base Section: 6-inch minimum thickness for floor slab, 5-inch minimum thickness for walls and base riser section and having a separate base slab or base section with integral floor.
 4. Riser Section: 5-inch minimum thickness and lengths to provide depth indicated.
 5. Manhole Top Section: Eccentric-cone type unless concentric-cone or flat-slab top type is indicated.
 6. Gaskets: ASTM C 443 rubber or as noted.
 7. Grade Rings: reinforced concrete rings of 9-inch maximum thickness that matches 24-inch diameter frame and cover. Brick may be used for grade rings.
 8. Steps: Fiberglass or polypropylene individual steps. Width shall allow a worker to place both feet on one step. Step shall be designed to prevent lateral slippage. Steps shall be cast or anchored into base, riser and top section sidewalls spaced at 12 to 16-inch intervals.
- B. Joints between precast concrete risers and tops shall be made with flexible watertight, rubber-type gaskets meeting the requirements of SECTION 2.03 "Joints".

2.05 BRICK

- A. Brick shall conform to ASTM C 62, Grade SW; ASTM C 55, Grade S-I or S-II; or ASTM C 32, Grade MS.

2.06 MORTAR

- A. Mortar for pipe joints, connections to other drainage structures and brick or block construction shall conform to ASTM C 270, Type M except that the maximum placement time shall be one (1) hour.
- B. Water shall be clean and free of harmful acids, alkalies and organic impurities. The quantity of water in the mixture shall be sufficient to produce a stiff workable mortar.
- C. Mortar for jointing and plastering shall consist of one part portland cement and two parts fine sand. Lime may be added to mortar in a quantity not more than 25 percent of the volume of cement.

2.07 PRECAST CONCRETE SEGMENTAL BLOCKS

- A. Precast concrete segmental block shall conform to ASTM C 139.
- B. Blocks shall be a maximum of eight (8) inches thick, a minimum of eight (8) inches long and of such shape that joints can be sealed effectively and bonded with mortar.

2.08 FRAME AND COVER FOR GRATINGS

- A. Frame and cover for gratings shall be cast gray iron, ASTM A 48, Class 35B; cast ductile iron, ASTM A 536, Grade 65-45-12; or cast aluminum, ASTM B 26/B 26M, Alloy 356.OT6.
- B. Weight, shape, size and waterway openings for grates and curb inlets shall be as indicated on the plans.

2.09 CONCRETE

- A. Unless otherwise specified, concrete and reinforced concrete shall comply with Section 02775 CONCRETE SITEWORK.
- B. The concrete coverage over reinforcing steel shall not be less than one (1) inch thick for covers and not less than 1 ½ inches thick for walls and flooring. Concrete deposited directly against the ground shall have a minimum thickness of three (3) inches between steel and ground.
- C. Expansion joint material shall conform to ASTM D 1751, asphalt-saturated cellulosic fiber.

PART III - EXECUTION

3.01 EXCAVATION FOR PIPE CULVERTS, STORM DRAINS, AND DRAINAGE STRUCTURES

- A. Excavation of trenches, and for appurtenances and backfilling for culverts and storm drains, shall be in accordance with the applicable portions of Section 02310 GRADING and the requirements specified below.
- B. The width of pipe trenches shall be per the manufacturer's installation instructions to permit satisfactory jointing and thorough tamping of the bedding material under and around the pipe. Sheeting and bracing shall be placed within the trench width as required. Contractor shall not over-excavate. Where trench widths are exceeded, redesign with a resultant increase in cost of stronger pipe or special installation procedures will be necessary. Cost of this redesign and increased cost of pipe or installation shall be borne by the Contractor without additional cost to the City.
- C. The Contractor shall have all subgrade which supports pipe, structures and other appurtenances checked by the Contractor's selected testing agency. Where wet or otherwise unstable soil incapable of properly supporting pipe or structures, as determined by the Contractor's selected testing agency is unexpectedly encountered in the bottom of a trench, such material shall be removed to the depth required and replaced to the proper grade with select granular material. When removal of unstable material is due to the fault or neglect of the Contractor in his performance of shoring and sheeting, water removal, or other specified requirements, such removal and replacement shall be performed at no additional cost to the City.

3.02 BEDDING

- A. The bedding surface for the pipe shall provide a firm foundation of uniform density throughout the entire length of the pipe.
- B. Bedding shall be placed per the manufacturer's installation instructions.
- C. When no bedding class is specified by the manufacturer's installation instructions or detailed on the drawings, concrete pipe shall be bedded in a soil foundation accurately shaped and rounded to conform to the lowest one-fourth of the outside portion of circular pipe or to the lower curved portion of pipe arch for the entire length of the pipe or pipe arch. When necessary, the bedding shall be tamped. Bell holes and depressions for joints shall be not more than the length, depth, and width required for properly making the particular type of joint.
- D. Bedding for high density polyethylene pipe shall meet the requirements of ASTM D 2321. Bedding, haunching and initial backfill shall be of the material specified in the manufacturer's installation instructions.

3.03 PIPE INSTALLATION

- A. Each section of pipe shall be thoroughly examined for defects and damages before being laid. Defective or damaged pipe shall not be used.
- B. HDPE pipe shall be protected from exposure to direct sunlight prior to installing if necessary to maintain adequate pipe stiffness and meet installation deflection requirements.
- C. Install piping beginning at low point, true to grades and alignment indicated. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves and couplings according to manufacturer's installation instructions for use of lubricants, cements and other installation requirements. Proper facilities shall be provided for lowering sections of pipe into trenches.
- D. Pipe shall not be laid in water, or when trench or weather conditions are unsuitable for work. Diversion of drainage or dewatering of trenches during construction shall be provided as necessary.
- E. Install structures for changes in direction and size of pipe unless fittings are indicated.
- F. Join and install pipe and fittings according to manufacturer's installation instructions. Gaskets and jointing materials shall be installed as recommended by the manufacturer in regards to use of lubricants, cements, adhesives, and other special installation requirements. Surfaces to receive lubricants shall be kept clean and dry and shall be protected from the sun, blowing dust and other deleterious agents at all times. Gaskets and jointing materials shall be inspected before installing the pipe. Any loose or improperly affixed gaskets and jointing materials shall be removed and replaced. If, while the joint is being constructed the gasket becomes visibly dislocated the pipe shall be removed and the joint reconstructed.
- G. Join pipe made of different materials or dimensions with couplings made for the application. Use couplings that are compatible with and fit both systems' materials and dimensions.

- H. Where multiple lines of pipe are installed, adjacent sides of pipe shall be at least half the nominal pipe diameter or three (3) feet apart, whichever is less.

3.04 STRUCTURE INSTALLATION

A. Precast

1. Install manholes and structures complete with appurtenances and accessories indicated.
2. Install rowlock inverts between inlets and outlets of each structure.
3. Set tops of frames and covers flush with finished grades unless otherwise indicated.
4. Install precast concrete sections with gaskets according to ASTM C 891.
5. All seams between walls and riser sections and all lifting holes shall be sealed with mortar.

B. Concrete

1. Construct cast-in-place structures as indicated.
2. Install rowlock inverts between inlets and outlets of each structure.
3. Set tops of frames and covers flush with finished grades unless otherwise indicated.
4. Install fiberglass or polypropylene individual steps. Width shall allow a worker to place both feet on one step. Step shall be designed to prevent lateral slippage. Steps shall be cast or anchored into base, riser and top section sidewalls spaced at 12 to 16-inch intervals.

C. Brick

1. Construct brick structures on a reinforced concrete base no less than six (6) inches in thickness.
2. Joints between brick shall be filled completely and shall be smooth and free of surplus mortar on the inside of the structure. Brick structures shall be plastered with 3/4 inch of mortar over the entire outside surface of the walls. For square or rectangular structures, brick shall be laid in stretcher courses with a header course every sixth course. For round structures, brick shall be laid radially with every sixth course a stretcher course.
3. Mortar shall be used within thirty (30) minutes after ingredients are mixed with water. The inside of the joint shall be wiped clean and finished smooth. The mortar head on the outside shall be protected from air and sun with a proper covering until satisfactorily cured.
4. Install rowlock inverts between inlets and outlets of each structure.
5. Set tops of frames and covers flush with finished grades unless otherwise indicated.

6. Install fiberglass or polypropylene individual steps. Width shall allow a worker to place both feet on one step. Step shall be designed to prevent lateral slippage. Steps shall be cast or anchored into base, riser and top section sidewalls spaced at 12 to 16-inch intervals.

3.05 INLET AND OUTLET INSTALLATION

- A. Construct inlets to sizes and shapes indicated.
- B. Construct inlet headwalls and aprons as indicated.
- C. Install outlets that spill onto finished grade as indicated.

3.06 BACKFILLING

A. Backfilling Pipe in Trenches

1. Suitable material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6 inches in compacted depth.
2. Backfill shall be brought up evenly on both sides of pipe for the full length of pipe.
3. Fill shall be thoroughly compacted under the haunches of the pipe. Each layer shall be thoroughly compacted with mechanical tampers or rammers. This method of filling and compacting shall continue until the fill has reached an elevation of at least 12 inches above the top of the pipe.
4. The remainder of the trench shall be backfilled and compacted by spreading and rolling or compacted by mechanical rammers or tampers in layers not exceeding six (6) inches.

B. Testing Trench Backfill

1. Testing backfill in trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

C. Backfilling Pipe in Fill Sections

1. Suitable fill material from excavation or borrow, at a moisture content that will facilitate compaction, shall be uniformly spread in layers longitudinally on both sides of the pipe, not exceeding 6 inches in compacted depth.

2. Fill shall be compacted by rolling parallel with pipe or by mechanical tamping or ramming.
3. Prior to commencing normal filling operations, the crown width of the fill at a height of twelve (12) inches above the top of the pipe shall extend a distance of not less than twice the outside pipe diameter on each side of the pipe or twelve (12) feet, whichever is less. After the backfill has reached at least twelve (12) inches above the top of the pipe, the remainder of the fill shall be placed and thoroughly compacted in layers not exceeding six (6) inches.

D. Testing Backfill in Fill Sections

1. Testing backfill in fill sections shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each five hundred (500) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than five hundred (500) Sq.Ft. Additional tests may be required at locations determined by the City Representative.

E. Movement of Construction Machinery

When compacting by rolling or operating heavy equipment parallel with the pipe, displacement of or injury to the pipe shall be avoided. Movement of construction machinery over a culvert or storm drain at any stage of construction shall be at the Contractor's risk. Any damaged pipe shall be repaired or replaced at no additional cost to the Owner.

3.07 MINIMUM DENSITY

- A. Backfill over and around the pipe and backfill around and adjacent to drainage structures shall be compacted at the approved moisture content to the following applicable minimum density, which will be determined as specified below.
 1. Under paved roads, streets, parking areas, and similar-use pavements including adjacent shoulder areas, the density shall be not less than 98 percent of maximum density up to the elevation where requirements for pavement subgrade materials and compaction shall control.
 2. Under unpaved or turfed traffic areas, density shall not be less than 95 percent of maximum density.
 3. Under nontraffic areas, density shall be not less than that of the surrounding material.

3.08 TELEVISION INSPECTION

- A. During the progress of construction and upon completion of the same, the Contractor shall provide inspection, under the supervision of the City, by closed circuit television of all storm drainage pipes inclusive, for leakage, faulty joints or faulty pipe. The Contractor shall not remove temporary access



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roads, bridges and creek crossings until authorized by the City inspectors. Provide the city with a copy of the TV inspection Disc.

END OF SECTION 02630

SECTION 02775

CONCRETE SITEWORK

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. This section covers furnishing all labor, equipments and materials required to construct all curb and gutter, concrete paving, sidewalks and all other items indicated on the drawings, including layout, preparation of subgrade, formwork, placing, finishing and testing.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division 2, Section 02310 Grading

1.03 REFERENCE STANDARDS

- A. City of Alpharetta Design Standards:
 - 1. STD. 901 Roadway Pavement Sections, Curb and Gutter Details
 - 2. STD. 902 Concrete Sidewalk Details, Curb Cut Ramp Details
 - 3. STD. 951 Commercial, Industrial Driveway Details
 - 4. STD. 952 Residential Driveway Details
- B. Where testing frequencies conflict between the specifications in this section and the requirements on the City of Alpharetta Standard Drawings, the frequencies outlined in this specification shall overrule.

1.04 SUBMITTALS

- A. Mix Design: Submit mix design for each concrete mix specified on plans. Submit alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustment.
 - 1. Indicate amounts of mixing water to be withheld for later addition at project site.
- B. Submit copies of Concrete Testing Reports to City Representative.
- C. Submit copies of concrete break results to City Representative.
- D. Submit (2) copies of performance and product data for concrete devices specified on the plans or as

required by the City Representative.

E. Additional submittals as required by the City Representative.

1.05 QUALITY ASSURANCE

A. **Installer Qualifications:** An experienced installer who has completed concrete sitework similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in-service performance.

B. **Testing Agency Qualifications:** An independent testing agency, acceptable to the City, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing specified herein as documented according to ASTM E 548.

C. **Source Limitations:** Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

D. **ACI Publications:** Comply with ACI 301, "Specifications for Structural Concrete", unless modified by the requirements of the Contract Documents.

E. **Concrete Testing Services:** Engage a qualified independent testing agency to perform material evaluation tests.

F. All work shall be performed in accordance with applicable codes and ordinances and requirements of the local issuing authority.

1.06 TRAFFIC CONTROL

A. The Contractor shall be fully responsible for traffic control on the project.

B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).

C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).

D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II – PRODUCTS/MATERIALS

2.01 CONCRETE MIXES

A. Prepare mix designs proportioned to ACI 211.1 and ACI 301 for each type and strength of concrete determined by either laboratory trial mixes or field experience.

B. Provide mix designs to provide concrete with the following properties:

1. Minimum compressive strength (28 Days): 3,000 PSI unless noted otherwise on the drawings.

2. Maximum Water-Cementitious Materials Ratio: 0.49.
3. Slump Limit: 3 inches plus or minus 1 inch.
4. Air Content: 4.5 % plus or minus 1.5 %.

2.02 CEMENTITIOUS MATERIALS

A. Use the following cementitious materials of the same type, brand and source throughout the project:

1. Portland Cement: ASTM C 150, Type I supplemented with the following:
 - a. Fly Ash: ASTM C 618, Class C or F.
 - b. Ground, granulated blast furnace slag: ASTM C 989, Grade 100 or 120.
 - c. Silica Fume: ASTM C 1240, amorphous silica.
 - d. Normal weight aggregates: ASTM C 33, Class 38 coarse aggregate or better, graded. Provide aggregate from a single source.
 1. Maximum coarse aggregate size: 1 inch (25 mm) nominal.
 2. Fine aggregate: Free of materials with deleterious reactivity to alkali in cement.
 - e. Water: ASTM C 94/C 94M and potable.

2.03 ADMIXTURES

A. Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute to water-soluble chloride ions exceeding those permitted in hardened concrete.

1. Air-entraining admixture: ASTM C 260
2. Water-reducing admixture: ASTM C 494/C 494M, Type A.
3. Retarding admixture: ASTM C 494/C 494M, Type B.
4. Water-reducing and retarding admixture: ASTM C 494/C 494M, Type D.
5. Calcium Chloride: The use of calcium chloride or admixtures containing calcium chloride is permitted provided:
 - a. No more than 2% calcium chloride is added.
 - b. The calcium chloride is mixed at the concrete plant.
 - c. No calcium chloride is added to concrete used to pour any item containing reinforcing steel or wire mesh.

2.04 STEEL REINFORCEMENT

- A. Plain steel welded wire reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

2.05 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice", of greater compressive strength than concrete.

2.06 FORMS

- A. Forms shall be constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines and elevations and within tolerances specified.
- B. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during deposition and consolidating concrete.

2.07 FORM RELEASE AGENT

- A. Commercially formulated form-release agent that will not bond with, stain or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.08 EXPANSION JOINT MATERIAL

- A. ASTM D 1751, asphalt-saturated cellulosic fiber.

2.09 DETECTABLE WARNING SURFACE

- A. Raised truncated domes with a nominal diameter of 0.9 Inch, a nominal height of 0.2 Inch, a center to center spacing of 1.7 Inches and with a visually contrasting color selected by Owner.
 - 1. Acceptable Products:
 - a. East Jordan Iron Works' Detectable Warning Plate (or approved equal) solid cast iron units. Color selected by Owner.
 - b. ADA solutions, Inc. cast in place truncated dome detectable warning systems (or approved equal). Color selected by Owner.
 - c. Whitacre Greer ADA 2 1/4" beveled paver (or approved equal). Color selected by Owner.
 - 2. Stamping of ADA warning strips into concrete will not be accepted.

PART III – EXECUTION**3.01 LAYOUT**

- A. Layout shall be accomplished by a State of Georgia licensed Land Surveyor or Construction Layout Professional.
- B. Establish and maintain stakes as required for drives, parking, walks, and other site improvements.

3.02 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

3.03 SITE PROTECTION

- A. Protect existing and placed concrete from damage. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.
- B. Maintain concrete free of stains, discoloration, dirt and other foreign material. Clean concrete no more than two (2) days before date of final inspection.
- C. The Contractor shall maintain carefully all benchmarks, monuments, property pins and other reference points. If disturbed or destroyed, replace as directed at no additional cost to the Owner. If found at variance with the drawings, notify the City Representative. Replacement of benchmarks, monuments, property pins and other reference points shall be accomplished by a State of Georgia licensed Land Surveyor.
- D. All existing curbs, sidewalks, buildings, utilities, and paving damaged in performance of this work shall be restored at no additional cost to the Owner.
- E. Any settlement or cracking that occurs to concrete areas prior to acceptance of the work shall be repaired and or replaced.

3.04 WEATHER LIMITATIONS

- A. **Cold Weather Placement:** Concrete placement shall not take place when air temperature reaches 40 degrees F and falling, or is already below that point. Placement may begin when air temperature reaches 35 degrees F and is rising or is already above 40 degrees F. Protect concrete from physical damage or reduced strength that could be caused by frost, freezing actions or low temperatures. Provisions shall be made to protect the concrete from freezing during the specified curing period. If necessary to place concrete when the air temperature, aggregates or water is below 35 degrees F, placement and protection shall be approved in writing by the City Representative. Approval shall be contingent upon the following provisions:
1. The underlying material shall be prepared and protected so that it is entirely free of frost or frozen materials when concrete is placed.
 2. Mixing water and aggregates shall be heated as necessary to result in the temperature of the in-place concrete being between 50 and 80 degrees F.
 3. Aggregates shall be free of ice, snow, and frozen lumps before entering the mixer.
 4. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing and at a temperature above freezing for the remainder of the curing period.
 5. Do not use calcium chloride, salt or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
 6. Cold weather concrete placement shall comply with ACI 306.1.
- B. **Cold Weather Placement Time:** When air temperature is below 85 degrees F contractor shall have 90 minutes from batch time printed on the delivery ticket to place concrete. If Contractor exceeds the 90 minute time limit the City Representative shall have the right to stop the concrete that is being placed. Any concrete left over due to the expired time limit shall be removed from the site at the Contractor's expense. If there is no batch time printed on the delivery ticket the City Representative shall have the right to reject the concrete prior to placement. Rejected concrete as a result of missing batch time on delivery ticket shall be removed from the site at the Contractor's expense.
- C. **Hot Weather Placement:** The temperature of concrete as placed shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled if necessary to maintain a satisfactory placing temperature. The placing temperature shall not exceed 90 degrees F at any time.
1. Chilled mixing water or chopped ice may be used to control temperature provided water equivalent of ice is calculated into the total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.
 2. Cover reinforcement steel with water-soaked burlap so reinforcement temperature will not exceed ambient air temperature immediately before placing concrete.
 3. Fog-spray forms, reinforcing steel and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots or dry areas.

4. Hot weather concrete placement shall comply with ACI 305R.

D. Hot Weather Placement Time: When air temperature is between 85 and 90 degrees F, the contractor shall have 75 minutes from batch time printed on the delivery ticket to place concrete. When air temperature is above 90 degrees F the Contractor shall have 60 minutes from batch time printed on the delivery ticket to place concrete. If Contractor exceeds the time limits specified herein, the City Representative shall have the right to stop the concrete that is being placed. Any concrete left over due to expired time limits shall be removed from the site at the Contractor's expense. If there is no batch time printed on the delivery ticket the City Representative shall have the right to reject the concrete prior to placement. Rejected concrete as a result of missing batch time on delivery ticket shall be removed from the site at the Contractor's expense.

06 FIELD QUALITY CONTROL

A. The Contractor shall engage a qualified testing and inspection agency to sample materials, perform field tests and inspections and prepare test reports during concrete placement according to requirements specified in this section.

B. Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Slump: ASTM C 143, one test at point of placement for each composite sample for each type of concrete poured. Perform additional tests when concrete consistency appears to change.
2. Air Content: ASTM C 231, pressure method, one test for each composite sample for each type of concrete poured.
3. Concrete Temperature: ASTM C 1064, one test hourly when air temperature is 40 degrees F and below, when air temperature is 80 degrees F and above, and one test for each composite sample.
4. Compression Test Specimens: ASTM C 31, one set of four (4) standard cylinders for each composite sample. Cylinders shall be molded and stored for laboratory-cured test specimens.
5. Compressive Strength Tests: ASTM C 39, one specimen shall be tested at seven (7) days and two (2) specimens at twenty-eight (28) days; one specimen shall be retained in reserve for later testing if required.
 - a. Strength of each concrete mixture will be satisfactory if every average of any three (3) consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 PSI.
6. Test results shall be reported in writing to Owner, Concrete Manufacturer and Contractor within 48 hours of testing. Reports of compressive strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspection agency, location of concrete batch in work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength and type of break for both 7 and 28 day tests.

7. In the event that concrete break results do not achieve specified strengths, nondestructive testing may be utilized by an independent testing agency. Impact hammer, sonoscope or other nondestructive device may be permitted by the Owner but will not be used as the sole basis for approval or rejection.
8. Additional Tests: The Contractor's selected testing agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met as directed by the City Representative.
9. Additional testing and inspecting at the Contractor's expense will be performed to determine compliance of replaced or additional work with specified requirements.
10. Correct deficiencies in the work where test reports and inspections indicate noncompliance with the contract documents.

C. CONCRETE DELIVERY TICKETS

1. Place only concrete mix designs approved by the Owner. Concrete delivery tickets shall have the following minimum information on the ticket:
 - a. Approved mix code.
 - b. Batch time and date.
 - c. Maximum allowable water that may be added at the job site.
 - d. Type of concrete and amount.
 - e. Amount of concrete ordered and delivered.
 - f. Project description/location.
2. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the minimum specifications outline above, the City Representative can reject the load of concrete. If rejected, the load of concrete shall be promptly removed from the site at the Contractor's expense.

3.07 CONCRETE CURB AND GUTTER

A. Subgrade Preparation.

1. Curb and gutter subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of curb and gutter tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
2. Additional tests may be required as determined by the City Representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints
 - a. Expansion joints shall be installed by means of preformed expansion joint material one-half

(1/2) inch in thickness cut and shaped to the cross section of curb and gutter.

- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, driveway aprons, fixed objects, structures, pour breaks and where indicated or requested by the City Representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Expansion joints shall be installed at fifty (50) foot intervals.
- e. Extend expansion joints the full width and depth of joint.
- f. Place top of expansion material flush with finished concrete surface.
- h. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter (1/4) inch at right angles to the line of curb and gutter. Radius of tooled edges shall be one-quarter (1/4) inch.
- b. Contraction joints shall be installed in ten (10) foot intervals where indicated or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City Representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.
- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.

- e. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

2. Finishing

- a. Exposed surfaces shall be floated and finished with a smooth wood float until true to grade, section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of $\frac{1}{4}$ inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.08 CONCRETE PAVING

A. Subgrade Preparation.

1. Concrete Paving subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of concrete paving tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
2. Additional tests may be required as determined by the City representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half ($\frac{1}{2}$) inch in thickness cut and shaped to the cross section of existing concrete.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, fixed objects, structures, pour breaks, where indicated on the City of Alpharetta Standard Drawings or as requested by the City representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Extend expansion joints the full width and depth of joint.
- e. Place top of expansion material flush with finished concrete surface.
- f. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of

one-quarter ($\frac{1}{4}$) inch. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.

- b. Contraction joints shall be installed where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City Representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.
- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. Contractor shall pull wire mesh up while placing concrete to ensure wire mesh is installed at the required elevations per plans.
- f. Produce concrete paving to required cross section, lines, grades, finish, and jointing as specified.

2. Finishing

- a. After screeding, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.09 CONCRETE SIDEWALK

A. Subgrade Preparation

1. Concrete Sidewalk subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of concrete sidewalk tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
2. Additional tests may be required as determined by the City Representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.
3. Form sidewalk to ensure there is no more than 2.08 % or ¼ inch per foot cross slope from front to back of sidewalk per City of Alpharetta Standard Drawings.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during

concrete placement. Maintain minimum cover to reinforcement.

5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half ($\frac{1}{2}$) inch in thickness cut and shaped to the cross section of existing concrete.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, driveway aprons, fixed objects, structures, pour breaks, where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Expansion joints shall be installed at fifty (50) foot intervals.
- e. Extend expansion joints the full width and depth of joint.
- f. Place top of expansion material flush with finished concrete surface.
- g. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.
- b. Contraction joints shall be installed where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.

- e. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. Contractor shall pull wire mesh up while placing concrete to ensure wire mesh is installed at the required elevations per plans.
- f. Produce concrete sidewalk to required cross section, lines, grades, finish, and jointing as specified.
- g. Where reinforcing bars are indicated, Contractor shall consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

2. Finishing

- a. After screeding, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.10 ADA REQUIREMENTS

- A. Sidewalk: Contractor shall construct sidewalks per City of Alpharetta Standard Drawings. Cross slope shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) for the full width of sidewalk.
- B. Driveway Aprons: Contractor shall construct driveway aprons per City of Alpharetta Standard Drawings. Cross slope of driveway aprons where sidewalk passes through shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) for the full width of sidewalk.
- C. Handicap Ramps: Contractor shall construct handicap ramps per the City of Alpharetta Standard Drawings. Landing slopes shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) in any direction. Ramp longitudinal slope shall not exceed 1 inch per foot (8.33%) at any point. Ramp cross slope shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) at any point.
- D. If existing grades do not permit ADA compliance the City Representative shall determine the required slopes to be met.

END OF SECTION 02775

SECTION 02900**LANDSCAPING****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 – General Requirements, and the Construction Drawings are collectively applicable to this section.
- B. Extent of landscape work is indicated on Drawings and in Schedules. Where specifications and plans contradict, the more stringent requirements shall apply.
- C. Provide all labor, material and equipment required or inferred from Drawings and Specifications to complete the Work of this Section.

1.02 QUALITY ASSURANCE**A. Reference Standards:**

- 1. Standardized Plant Names, 1988 edition, by the American Joint Committee on Horticultural Nomenclature.
- 2. American Standard for Nursery Stock, ANSI Z60.1, 1990 edition, by the American Association of Nurserymen.

B. Source Quality Control:

- 1. General: The only plant material accepted will be grown in an established nursery with in industry standard horticultural practice. The stock will be free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement.
- 2. Inspection of Plant Material prior to Digging:
 - a. Contractor will secure all plant material to be supplied for the Project, and inform the Owner's Representative, in writing, of location within ten (10) days of Award of the Contract.
 - b. 100% of plant materials for the Project may be approved by the Owner's Representative at the Contractor's sources.
 - c. Should the plant material be determined unacceptable, the contractor will pursue other sources until acceptable plant material is obtained, at no additional cost to the Owner.
 - d. Approval at the plant source does not affect the Owner's Representative's right to reject material at the time of shipping receipt or during installation.

- e. Contractor will inform the Owner's Representative 72 hours prior to delivery of plant material to arrange for an inspection. The Owner's Representative reserves the right to be present during delivery and to inspect the plant material prior to installation. The Owner's Representative may reject plant materials at this time.

3. Shipping

- a. Landscape materials will be shipped with certificates of inspection as required by governing authorities. Inspection by Federal and/or State Governments at the site does not preclude rejection of plant material by the Landscape Architect. Plants must be prepared for shipment to avoid damage.
 - b. Plant material may be rejected if not properly shipped. Make arrangements for watering plant material during shipment as needed to avoid damage.
 - c. Do not ship plant material when temperatures are below 20 degrees fahrenheit.
- C. The Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by a recognized laboratory.
- D. Do Not make Substitutions: If specified landscape material is not available, submit to the Owner's Representative proof of non-availability from reliable nursery sources (American Nurserymen's Association Members) and proposal for use of equivalent material. Proof of non-availability must be submitted if the plant in question is not available in the Eastern United States.

1.03 SUBMITTALS

- A. Approval: Obtain approval from Owner's Representative for all submittals prior to beginning of Work, unless otherwise noted.
- B. Topsoil Sample: Submit one cubic foot of topsoil proposed for use.
- C. Soil Report: Submit results of laboratory soil tests and a sample of recommended soil mix one week prior to beginning of the Work. All site soil and imported soil to be used must be tested for proper nutrients, organic matter and amendment recommendations from the testing laboratory. Submit physical soil sample, if requested by Owner's Representative.
- D. Planting Schedule: Submit planting schedule showing scheduled dates for each type of planting in each area of site, prior to beginning of the Work.
- E. Certification: Prior to acceptance of plant material, submit certificates of inspection as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- F. Maintenance Instructions: Upon completion of the installation, submit typewritten recommendations for maintenance of any portion of the landscape which, in the opinion of the Contractor, requires special attention.

- G. Approval and Selection of Materials and Work: The selection of all Materials and the execution of all operations required under the Drawings and Specifications are subject to the approval of the Owner's Representative. The Owner's representative has the right to reject any and all materials and any and all Work which, in their opinion, does not meet the requirements of the Contract Documents at any stage of the operations. The Contractor shall remove rejected work and or materials from Project site and replace promptly.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers displaying weight, analysis and name of manufacturer. Protect materials from damage during delivery and while stored on site.
- B. Sod: Sod should be delivered within 24 hours after stripping. Sod should be protected from drying and breaking of rolled strips.
- C. Trees, Shrubs and Ground Cover: Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not damage bark or branches in handling. Cover and protect during shipment.
- D. Deliver trees, shrubs and ground cover after planting preparations have been completed and install immediately. Any delay of planting in excess of six hours requires protection from weather and mechanical damage. Keep roots moist, store trees, shrubs and ground cover in a shaded area.
- E. Label at least one tree and one shrub of each variety with a securely attached waterproof tag designating its botanical and common name. Do not remove labels on plant materials until final acceptance by Owner.

1.05 JOB CONDITIONS

- A. Insurance on plant material and other stored or installed materials is the responsibility of the Contractor. The Contractor is liable for any losses due to theft, fire or vandalism incurred prior to Date of Substantial Completion of the work. Owner shall in no way be held responsible for any loss of plant material and other stored or installed materials due to fire, theft or vandalism.
- B. Proceed with and complete all landscape work as soon as portions of the site become available.
- C. Existing Utilities: Locate all underground utilities. Avoid possible damage to utilities. All damages to utilities resulting from this contract work will be repaired at the Contractor's expense.
- D. Excavations: When conditions detrimental to plant growth are encountered, such as debris, poor drainage or other subsurface deterrents, notify Architect in writing.
- E. Planting Schedule: Prepare a proposed planting schedule. Coordinate schedule with General Contractor, Irrigation Contractor and other concerned Subcontractors. Plant trees after final grades are established and prior to planting of sodded areas, unless otherwise acceptable to Owner's Representative. If planting of trees occurs after sodding work, protect sodded areas and promptly repair damage to sodden areas resulting from planting operations.

1.06 WARRANTY

- A. Warranty, following the date of Substantial Completion, for a one year period, all trees, shrubs, ground covers and grass against any defects or death as determined by the owner. Damage by others or unusual incidents beyond the Contractor's control are excepted.
- B. Remove and replace all dead or undesirable plant material, as soon as noticed or directed by the Owner, during the warranty period. Make replacements as soon as possible during the next acceptable planting season (Spring or Fall). All replacements will be at the expense of the Contractor.
- C. Replacements: Match adjacent specimens of the same species. Replacements are subject to all requirements stated in the Contract Documents. Warranty Period replacements or those made after Final Acceptance will carry an additional one year warranty beginning at the replacement date.

1.07 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2 - PRODUCTS

2.01 TOPSOIL

- A. Topsoil may not have been stockpiled for use in landscape work. The Contractor is to verify the quantity and quality of stockpiled topsoil and supply at no additional cost to the project any additional as needed.
- B. Any additional topsoil necessary shall be fertile, friable, sandy loam, reasonably free of subsoil, clay, weeds, litter, salts, refuse and free of roots, stumps and stones larger than one inch in any dimension and any other toxic substances or matter harmful to plant growth.
- C. Obtain topsoil from local sources having similar soil texture to that present at Project Site. The topsoil shall be fertile, friable, sandy loam obtained from a well drained site.

2.02 SOIL AMENDMENTS

- A. Lime: Natural limestone containing 100% of total carbonates, ground so that not less than 90% passes a 100-mesh sieve.
- B. Organic Soil Amendment

1. Air dried, finely shredded to pass 70% through a 1/8" inch mesh, free of weeds and ph range suitable for intended horticultural use.
 2. Humus may be peat-type or completely decomposed forest-type including decomposed leaves, bark and organic wastes.
- C. Bonemeal: Commercial, raw, finely ground, 4% nitrogen and 20% phosphoric acid.
- D. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.
- E. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing the following percentages of available plant nutrients:
1. Provide a homogeneous fertilizer for trees, shrubs and ground cover complete with micro nutrients having an analysis of 12-4-8 (12 pounds of nitrogen, four pounds of available phosphoric acid and eight pounds of water soluble potash respectively for each 100 pounds of mixture).
 2. Provide fertilizer for lawns in accordance with results and recommendations of soil report relative to lawn installation. Provide nitrogen in a form that will be available to lawn during initial growth period.

2.03 SOIL AMENDMENTS

- A. Planting soil mix for on-grade plantings: Provide soil amended as per laboratory recommendations. Basic planting soil mix consists of:
1. 60% topsoil
 2. 40% prepared additives (by volume as follows)
 - Three parts organic soil amendment
 - One part sterilized cow manure
 - Commercial fertilizer as recommended in soil analysis
 - Lime as recommended in soil analysis

2.04 PLANT MATERIALS

A. General:

1. Provide plants true to species and variety, complying with recommendations of ANSI Z60.1 "American Standard for Nursery Stock".
2. Specific requirements concerning plant material and the manner in which it is to be supplied are shown on the Drawings and Plant List.

B. Quality and Size:

1. Furnish nursery grown plants, freshly dug, well branched, fully foliated when in leaf and with healthy well developed root systems. Plants to be free of insect infestations, their eggs or any diseases.
2. Provide symmetrical plants whenever called for.
3. Provide trees and shrubs of sizes shown or specified. Trees and shrubs of larger size may be used if acceptable to the Owner's Representative. Rootballs must be increased proportionately per ANSI Z260.1 standards. The increased size will not result in additional cost to the Owner.
4. Within each size range of container material not less than 50% of the plants must be of the maximum size specified.
5. Balled and Burlaped Plants: Plants designated "B&B" are to have firm, natural balls of soil corresponding to sizes specified in ANSI Z60.1 "American Standard for Nursery Stock". Balls to be firmly wrapped in biodegradable burlap and securely tied with biodegradable heavy twine, rope and/or wire baskets. Plants with loose, broken or manufactured rootballs will be rejected. Rootballs shall be lifted from the bottom only, not by stems or trunks.
6. Container grown plants in plastic containers will be acceptable in lieu of balled and burlaped plants provided that they are of specified quality. The container must be removed, with care being exercised as to not injure the plant, prior to planting.

C. Trees:

1. Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are specified in the Contract Documents. All trees will be Florida #1 grade or better.
2. Caliper shall be measured six inches above ground for trees up to and including four inch caliper. Trees over four inch caliper shall be measured 12 inches above ground. Specified height and spread dimensions refer to the main body of the plant and not branch tip to tip. Take measurements with branches in natural position.

D. Do not limb up tree forms more than two feet before planting. Prune to desired shape as directed by the Owner's Representative.

E. Provide established and well-rooted ground cover plants, in removable containers or integral peat pots, having not less than the minimum number and length of runners by ANSI Z60.1 for the pot size specified.

F. Grass:

1. Grass Seed: Provide fresh, clean, new crop-seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed of grass species, proportions and minimum percentages of purity, germination and maximum percentage of weed seed, as specified in Drawings.

2. Sod: Provide strongly rooted sod, not less than two years old and free of weeds and undesirable native grasses. Only provide sod capable of growth and development when planted. Provide machine cut sod of a uniform minimum soil thickness of 5/8 inch plus thickness of top growth and thatch. Sod pieces to be consistent in size and shape. All sod must be a true certified turf grass.

2.05 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Burlap for wrapping earthball shall be biodegradable jute mesh not less than 7.2oz per square yard. Wrapping materials made from man made fibers are unacceptable.
- B. Stakes: Grade No. 2 or better, uniform grade pressure treated pine LP-22 or sound new hardwood or redwood free of knotholes and other defects.
- C. Anchors: #4 rebars or comparable size steel stakes, 36 inches in length.
- D. Soil separator: Rot resistant polypropylene filter fabric, water permeable and unaffected by freeze-thaw.
- E. Drainage Gravel: Clean crushed stone no larger than 1" diameter.
- F. Water transportation is the sole responsibility of the Contractor.
- G. Mulch: unless indicated on the plans, mulch shall be pinestraw: Clean, fresh, dark brown, and free of branches, cones, foreign matter, insects and disease.
- H. Anti-Desiccant: Emulsion-type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and apply in accordance with manufacturer's instructions.

PART 3 - EXECUTION

3.01 PREPARATION

- A. General:
 1. Contractor shall examine conditions under which planting is to be installed, review applicable site survey drawings, and be familiar with location of underground utilities before digging.
 2. Planting operations are to be performed at such times of the year as the job may require. The Contractor guarantees the plant material as specified. Plant only during suitable weather conditions.
 3. Lay out tree and shrub locations and areas for mass plantings. Stake locations, outline areas and secure Owner's Representative acceptance before start of excavation for planting work. Make adjustments as may be requested.
 4. Notify Owner's Representative of adverse sub-surface drainage or soil conditions. State conditions and submit a proposal for correction, including costs. Obtain approval for method of

correction prior to continuing Work in the affected area. In the event that alternate locations are selected, the Contractor shall prepare such areas at no additional expense to the Owner.

B. Excavation for Trees and Specimen Shrubs:

1. Excavate pits, beds and trenches as specified and as shown on the drawings.
2. Loosen hardpan until hardpan has been broken and moisture is allowed to drain freely.
3. For balled and burlaped (B&B) trees and shrubs make excavations at least 3' wider than the rootball diameter for the top 1/3 of the pit. For the remaining depth of the pit, excavate at least two feet wider than the rootball diameter and equal to the ball depth plus an allowance for setting. Allow for six inches minimum setting layer of excavated soil.
4. Excavate as specified for balled and burlaped stock for container growth stock. Adjust to size of container width and depth.

C. Test Drainage:

1. Tree and specimen shrub pit: Fill each pit with water. If percolation is less than 100% within a period of 12 hours, drill a ten inch hole auger to a depth of four feet below the bottom of the pit. Fill auger hole with drainage gravel and cover with soil separator. Retest pit. In case drainage is still unsatisfactory, notify Owner's Representative, in writing, of the condition before planting trees in the questionable areas. Contractor is fully responsible for warranty of the trees and specimen shrubs.

3.02 PREPARATION OF PLANTING SOIL

- A. Clean topsoil of roots, plants, clods, stones, clay lumps and other extraneous materials harmful or toxic to plant growth before mixing.
- B. For pit and trench type backfill, mix planting soil prior to backfilling and keep covered until used.
- C. For ground cover and shrub beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting. (Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days)
 1. Mix lime, if required, with dry soil prior to mixing of fertilizer.
 2. Prevent lime from contacting roots of acid-loving plants.
 3. Apply phosphoric acid fertilizer (in addition to that constituting a portion of complete fertilizers) directly to subgrade before applying planting soil and tilling.

3.03 PREPARATION OF SHRUB AND GROUND COVER PLANTING BEDS

- A. Layout planting beds on the ground as shown on the plans. Layout to be approved by Architect prior to constructing the beds.

- B. Outline bed with a trench edge as detailed. Place soil from trench edge within bed areas.
- C. Loosen existing soil to a minimum depth of 12". Remove detrimental material to plant growth.
- D. Spread a four inch minimum layer of planting soil mixture over the entire bed area. Additional soil mix may be necessary to build up shrub beds to grade as detailed. Work planting soil into top of loosened soil.
- E. Fine grade planting areas to ensure positive drainage after settlement has occurred. Slope surface of shrub beds to drain toward the trench edge.

3.04 PREPARATION OF SEASONAL COLOR BEDS

- A. Excavate seasonal color bed to a depth of four inches, break through "hard pan" and remove all stone, roots, debris, etc. Remove excavated soil.
- B. Roto till excavated bed to a depth of 6-8".
- C. Slope the base of the seasonal color bed to the trench edge. Add four inch diameter drainage pipe if necessary to ensure proper drainage.
- D. Spread planting soil mix consisting of topsoil and the following ingredients per 50 square feet:
 - 100 lbs of topsoil
 - Six cu ft organic soil amendment
 - Five pounds of bonemeal
- E. Seasonal color bed should be a minimum of six inches above existing grade.

3.05 PREPARATION FOR PLANTING LAWNS

- A. Loosen the grade of lawn areas to a minimum depth of six inches. Remove stones over one and one half inch in any dimension, sticks, roots, rubbish and other extraneous material Plant promptly after preparation.
- B. Grade lawn areas to a smooth, even surface with loose, uniformly fine textured soil. Roll and rake, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- C. Fertilize and lime prior to start of grassing operation. Apply ground limestone at the rate recommended by soil test analysis and work into top six inches of soil. Apply fertilizer at the recommended rate, work into top two inches of soil. The fertilizer application shall not precede the placement of sod by more than threedays.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns.
- E. Repair lawn areas, if eroded or otherwise disturbed, after fine grading and prior to planting.

- F. Lawn areas within undisturbed grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, etc., prepare soil for lawn planting as follows prior to preparation of unchanged areas: remove existing grass, vegetation and turf. Dispose of such material outside of Owner's property. Till to a depth of not less than six inches; apply soil amendments and initial fertilizers as specified; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture, free of lumps, stones, roots and other extraneous matter.

3.06 PLANTING TREES AND SPECIMEN SHRUBS

- A. Set balled and burlaped (B&B) stock on a layer of compacted planting soil mixture, plumb and in center of pit with top of ball 3 - 4" above the finish grade. Loosen and remove burlap and biodegradable ropes from half of rootball. Cut and remove the top half of all wire baskets before backfilling. Use planting soil mixture to backfill plant pits. After plants are set, place additional backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately two thirds full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Continue watering after placing final layer of backfill.
- B. Set container grown stock exactly like balled and burlaped stock. Remove containers, without damaging rootballs, prior to backfilling.
- C. Apply anti-desiccant if deciduous trees or shrubs are moved in full leaf, spray with anti-desiccant at nursery before moving and again after planting as per manufacturer's recommendations.
- D. Smooth planting areas to conform to specified grades after full settlement has occurred and mulch has been applied.
- E. Mulching: Immediately after planting work has been completed, mulch the pits, trenches and planting beds. Provide a minimum depth of three inches. Finish edges according to detail.
- F. Water: Soak all plants immediately after planting and continue watering as necessary until Substantial Completion Date.

3.07 STAKING, GUYING AND PRUNING

- A. Stake and guy trees immediately after planting. Plants shall be plumbed after staking or guying. Maintain stakes, wires and guys until acceptance of the job.
- B. Staking trees of one inch caliper and under or four feet height: Use single stake with rubber hose and wire loop around trunk. Use only specified stakes.
- C. Staking trees of one inch to three inch caliper: Adhere to staking details unless alternate detail has been approved by the Owner's Representative prior to the beginning of planting operations.
- D. Guying trees over three inches: Guy trees according to detail. Position guys around trunk at approximately two fifths the height of the tree. Anchor guys in ground to specified stakes driven below finish grade.

- E. Pruning: Unless otherwise directed by the Owner's Representative do not cut tree leaders; remove only injured or dead branches from trees. Prune shrubs only at the direction of the Owner's Representative.
- F. Inspect tree trunks for injury, improper pruning and insect infestation. Inform Owner's Representative of any problems.

3.08 PLANTING SHRUB AND GROUND COVER BEDS

- A. Excavate and loosen soil in a large enough area to install specified container grown plants.
- B. Remove plants from containers without damaging the rootball and set in excavated hole with top of rootball even with final shrub bed elevation.
- C. Backfill rootball pit with soil from the bed and planting soil mix. Lightly compact the soil around the plant to eliminate voids and air pockets.
- D. Mulching: Immediately after planting mulch planting beds to a minimum depth of three inches. Remove all mulch from foliage of plants.
- E. Soak entire area with water immediately after planting. Water thereafter as necessary until Substantial Completion.

3.09 INSTALLING LAWNS

- A. Sodding New Lawns:
 - 1. Water soil at area to be sodded prior to installing sod. Soil must be moist but not saturated when laying sod.
 - 2. Lay sod within 24 hours from time of stripping. If not possible, sod may be stored on site up to 36 hours after stripping provided sod is properly protected; unstack, unroll, place in shade and keep moist.
 - 3. Do not plant dormant sod.
 - 4. Do not plant sod on frozen ground.
 - 5. Lay sod to form a solid mass with tightly fitted joints. Do not overlap. Stagger strips. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly with water filled roller to ensure contact with subgrade. Work sifted soil into gaps between pieces of sod; remove excess to avoid smothering of adjacent grass.
 - 6. Anchor sod with pegs to prevent slippage on slopes wherever erosion can be anticipated. Lay sod perpendicular to slope direction with staggered joints.
 - 7. Water sod thoroughly with a fine spray immediately after planting until soil is damp to a depth of four inches.

3.10 MAINTENANCE

- A. Begin maintenance immediately after planting and maintain trees, shrubs and other plants until Date of Substantial Completion.
- B. Maintain trees, shrubs and other plants by all accepted horticulture practices such as: watering, pruning, cultivating, spraying for insects and disease as well as remulching as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or to plumb position as required. Remove all tree guys one (1) year after planting.
- C. Maintain lawns until issuance of Substantial Completion. Maintain lawns by watering, weeding, mowing, repair of eroded areas and re-seeding or re-sodding as necessary to establish uniform lawn areas.
- D. The contractor is responsible for watering of all plantings through issuance of the Certificate of Substantial Completion according to the following schedule:

Size of Nursery Stock	Irrigation Schedule			
	Immediately after Planting	Outdoor High Temperature below 73° F	Outdoor High Temperature of 73° F to 79° F	Outdoor High Temperature above 79° F
< 2-inch caliper	Daily for 2 weeks; every other day for 1 month	Once per two weeks	Once per week	Once per week
2- to 4-inch caliper	Daily for 4 weeks; every other day for 3 months	Once per two weeks	Once per week	Twice per week
≥ 4-inch caliper	Daily for 6 weeks; every other day for 4 months	Once per two weeks	Twice per week	Twice per week

Notes:

1. Each tree shall be provided with one 20-gallon water bag. (Brand to be approved by Arborist.
2. Daily irrigation is not required when planting during winter (November – March)
3. Do not water if root ball is saturated.

3.11 CLEAN UP AND PROTECTION

- A. Keep pavements, staging and work areas in an orderly condition.
- B. Upon completion of work, clear grounds of debris, materials and all equipment.

- C. Protect Landscape Work and materials from damage due to operations by other contractors and trades. Maintain protection during installation and maintenance periods. Repair or replace damaged Landscape Work as directed, at no additional cost to the Owner.
- D. Theft: Contractor is responsible for theft of plant material at the Project Site before, during and after planting until the Issuance of Substantial Completion.

3.12 INSPECTION AND ACCEPTANCE

- A. Periodic site inspections will be made from time to time by the Owner's Representative to review the quality and progress of the work. Unacceptable work must be corrected within five calendar days.
- B. Upon completion of work, the Contractor shall notify the Owner's Representative at least ten (10) days prior to requested date of Substantial Completion inspection of all portions of the work. The Owner's Representative will issue a punch list for work to be corrected. All work in the punch list must be completed within five (5) working days from date of inspection. Where inspected work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected and accepted by the Owner's Representative.
- C. Certificate of Substantial Completion will be issued for acceptable work. If punch list items are issued with the Certificate, they must be corrected within five (5) working days.
- D. One year warranty commences on the date of issuance of the Certificate of Substantial Completion. All new plant material and maintenance is the responsibility of the Contractor. Replacements and repair during the warranty shall be at the expense of the Contractor.
- E. Final acceptance: Within two weeks of the end of the warranty period, the Owner will inspect the work for Final Acceptance. Upon satisfactory completion of repairs and/or replacements, one-year warranty obligations will have been met.

END OF SECTION 02900

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 24-122

RFP Title: Stormwater Repair Unit Price Contract

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm acknowledge and confirm that they have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the terms, conditions, and requirements of any proposed Work as noted within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.
- d. The Offeror acknowledges that they are capable of completing the Work as noted in this RFP.
- e. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Acknowledging these statements by the submittal of a proposal to the City, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

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

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

3. Receipt of Proposals and Public Inspection

- a. Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. (O.C.G.A 50-18-72, paragraph 10) All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

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

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

b. Procurement Agent's Review of Proposals:

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

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

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and

fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document. We ask that Offerors notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Offeror must make this notification in writing either as a written question sent before the question deadline or with the Offeror's response.

1. Disclosure

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

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

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

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

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

(1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance 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 the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

(2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:

a. Commercial General Liability: \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

b. Commercial Automobile Liability (owned, non-owned, hired): \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

c. Workers' Compensation and Employers' Liability: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor 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, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

d. Commercial Umbrella Liability Coverage: \$1,000,000 (one million dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.

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

(4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

a. General Liability, Automobile Liability and Umbrella Liability Coverage.

i. Additional Insured Requirement. The 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 as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. 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 Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

ii. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary noncontributing insurance as respects to 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 the Contractor'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 the Contractor'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 the Contractor for the 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 the Contractor for the City.

c. All Coverages:

i. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the City. The 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.

iii. Incorporation of Indemnification Obligations. Policies shall include an endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.

(5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) Verification of Coverage: Contractor shall furnish to the 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, Contractor is specifically required to provide an endorsement naming the 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 Contractor'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. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors: Contractor 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.

(8) **Claims-Made Policies:** Contractor 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.

Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.

5. Bonding Requirements

A. Bid Bond is not required.

B. Performance and Payment Bonds

The City's intent is to assign the work via task orders. Performance and payment bonds will be required for any work task order valued at \$100,000 or more.

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

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

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

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

6. Invoicing and Retainage Requirements

Retainage: The City's intent is to assign the work via task orders. Retainage will be withheld for any work task order valued at \$100,000 or more. For construction contracts (O.C.G.A § 13-10-80), including road construction contracts (other than GDOT projects), the City will withhold retainage of 5% of the gross value from each invoice or pay application.

We will not hold retainage for design services. Contractor must send separate invoices for design services

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

7. Term.

The Contract is for a term of one [1] year starting [insert date], and ending [insert date], as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13 with four one-year extensions possible.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (1) year, starting [Month, Day, 2024], and ending at 11:59 p.m. (Eastern Time) on [Month, Day, 2029] (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 [Example: April 1, 2024] through 11:59 :p.m. (Eastern Time) on [Example: March 31, 2023], and will automatically renew for additional one (1) year terms, each beginning on [Example: April 1] following the existing term year and ending at 11:59 (Eastern Time) on [Example: March 31] 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 hourly rates for the above-stated contract term will remain as offered by the Consultant, 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.

Because of the unpredictable changes in material cost, the City agrees to review and update the unit price rates on an annual basis based on changes in the Municipal Cost Index (MCI). The MCI, developed exclusively by American City and County, is designed to show the effects of inflation on the cost of providing municipal services.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

16. 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

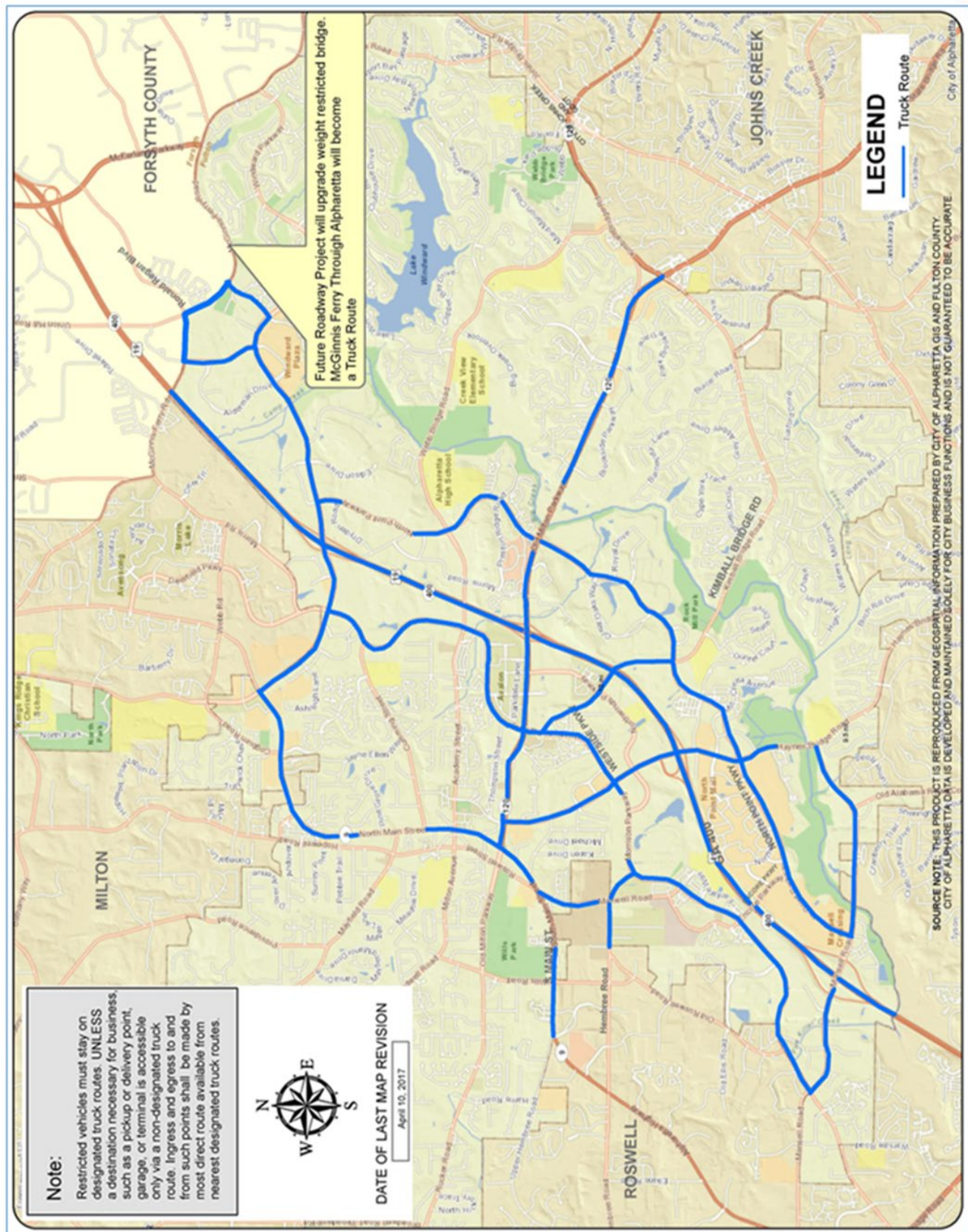
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<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 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
3. Subcontractor Participation List

Subcontractor E-verify Affidavit

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

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

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires

Sub-subcontractor E-verify Affidavit



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires



Subcontractor Participation List

To: City of Alpharetta, Georgia

From: [Contractor/Consultant Name]

Re: [Contract or Purchase Order No.], [Project Name]

Date: [Date of Accompanying Invoice]

Is the accompanying invoice the final invoice for this project? ☐ Yes ☐ No

Select one of the following:

☐ No subcontractors providing a service have been utilized on this project.

☐ Below is a list of all subcontractors which have provided a service on this project.

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

Add additional pages as needed to list all subcontractors.



Appendix C: Sample Contract Bond Forms

Do not return these forms with proposals. Only the awarded contractor will have to supply these bonds.

Performance and Payments bonds will only apply to construction and installation projects valued \$100,000 or more.

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

[The rest of page intentionally blank]



100% Performance Bond

BOND # _____

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

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

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

STORMWATER REPAIR UNIT PRICE CONTRACT, project scope includes but is not limited to: furnishing of all materials, labor, and equipment for infrastructure maintenance and drainage repairs including, but not limited to the demolition and replacement of structure tops and throats, the demolition and replacement of curb and gutter, the demolition and replacement of sidewalk, the demolition and replacement of drainage structures and manholes, the grouting of manholes, the performance of general maintenance to existing structures, the removal and restoration of landscaping, all required traffic control, and the performance of other work related to drainage improvements, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

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

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

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

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



100% Performance Bond

Page 2 of 2

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

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

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

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

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

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

Signed and sealed this _____ day of _____, 201____ .

In the presence of:

CONTRACTOR: _____

Witness

By: _____ (Seal)

Witness

By: _____ (Seal)
Georgia Representative

SURETY Contact Information:

Address: _____

Phone: _____

Email: _____

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



100% Labor and Material Payment Bond

BOND # _____

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

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

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

STORMWATER REPAIR UNIT PRICE CONTRACT, project scope includes but is not limited to: furnishing of all materials, labor, and equipment for infrastructure maintenance and drainage repairs including, but not limited to the demolition and replacement of structure tops and throats, the demolition and replacement of curb and gutter, the demolition and replacement of sidewalk, the demolition and replacement of drainage structures and manholes, the grouting of manholes, the performance of general maintenance to existing structures, the removal and restoration of landscaping, all required traffic control, and the performance of other work related to drainage improvements, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

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

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

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



100% Labor and Material Payment Bond

Page 2 of 3

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

Signed and sealed this _____ day of _____, 201____ .

In the presence of:

CONTRACTOR: _____

Witness

By: _____ (Seal)

SURETY: _____

Witness

By: _____ (Seal)
Georgia Representative

Page 3 of 3

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100% Labor and Material Payment Bond

Surety Contact Information:

Address: _____

Phone: _____
Fax: _____
Email: _____

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

CITY OF ALPHARETTA
RFP 24-122, Stormwater Repair Unit Price Contract
Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:					
Item #	Description	Unit	Unit Price	Quantity	Total Costs
	Traffic Control				
1	Traffic Control Major (Warning Signs, Lane Closures, Flaggers, etc.)	DA			\$ -
2	Traffic Control Minor (Warning Signs, Work Zone Safety, etc.)	DA			\$ -
	Existing/Precast Headwalls (per Alpharetta STD. 232)				
3	Precast Headwall for 18" Pipe	EA			\$ -
4	Precast Headwall for 24" Pipe	EA			\$ -
5	Precast Headwall for 30" Pipe	EA			\$ -
6	Precast Headwall for 36" Pipe	EA			\$ -
7	Precast Headwall for 42" Pipe	EA			\$ -
8	Precast Headwall for 48" Pipe	EA			\$ -
9	Reset Existing Headwall 18"	EA			\$ -
10	Reset Existing Headwall 24"	EA			\$ -
11	Reset Existing Headwall 30"	EA			\$ -
12	Reset Existing Headwall 36"	EA			\$ -
13	Reset Existing Headwall 42"	EA			\$ -
14	Reset Existing Headwall 48"	EA			\$ -
	Cast-In_Place Concrete Headwall				
15	Cast-n-Place Conc HW-DeKalb Std	CY			\$ -
16	Cast-n-Place Conc HW-GDOT Det 1125	CY			\$ -
	Storm Drain Catch Basins Tops and Throats (per Alpharetta STD. 200, 201, 205)				
17	Demo and replace single wing catch basin top	EA			\$ -
18	Demo and replace double wing catch basin top	EA			\$ -
19	Demo and replance single wing throat inlet	EA			\$ -
20	Demo and replace double wing throat inlet	EA			\$ -
21	Demo and replace single wing catch basin top with 5000 PSI concrete Mix	EA			\$ -
22	Demo and replace double wing catch basin top with 5000 PSI concrete Mix	EA			\$ -
	Install Square Brick Inlets (per Alpharetta STD. 210)				
23	4' Sq Brck Inlets w/Flush Grte	VF			\$ -
24	5' Sq Brck Inlets w/Flush Grte	VF			\$ -
25	6' Sq Brck Inlets w/Flush Grte	VF			\$ -
26	4' Sq Brck Inlet w/Curb Hd & Grte	VF			\$ -
27	5' Sq Brck Inlet w/Curb Hd & Grte	VF			\$ -
28	6' Sq Brck Inlet w/Curb Hd & Grte	VF			\$ -
29	4' Sq Brck Inlet w/Ped Top Grate	VF			\$ -
30	5' Sq Brck Inlet w/Ped Top Grate	VF			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:					
31	6' Sq Brck Inlet w/Ped Top Grate	VF			\$ -
	Install Brick Round Inlets (per Alpharetta STD. 210)				
32	4' Round Brick Inlets w/Flush Grate	VF			\$ -
33	5' Round Brick Inlet w/Flush Grate	VF			\$ -
34	6' Round Brick Inlet w/Flush Grate	VF			\$ -
35	4' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$ -
36	5' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$ -
37	6' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$ -
38	4' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$ -
39	5' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$ -
40	6' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$ -
	Install Precast Square Inlets				
41	4' Sq Precast Inlets w/Flh Grate	VF			\$ -
42	5' Sq Precast Inlets w/Flh Grate	VF			\$ -
43	6' Sq Precast Inlets w/Flh Grate	VF			\$ -
44	4' Sq Precast Inlet w/Crb H & Grte	VF			\$ -
45	5' Sq Precast Inlet w/Crb H & Grte	VF			\$ -
46	6' Sq Precast Inlet w/Crb H & Grte	VF			\$ -
47	4' Sq Precast Inlet w/Ped Top Grate	VF			\$ -
48	5' Sq Precast Inlet w/Ped Top Grate	VF			\$ -
49	6' Sq Precast Inlet w/Ped Top Grate	VF			\$ -
	Install Precast Round Inlets (per Alpharetta STD. 204)				
50	4' Rnd Prcast Inlets w/Flsh Grte	VF			\$ -
51	5' Rnd Prcast Inlets w/Flsh Grte	VF			\$ -
52	6' Rnd Prcast Inlets w/Flsh Grte	VF			\$ -
53	4' Rnd Prcast Inlet w/Crb Hd & Grte	VF			\$ -
54	5' Rnd Prcast Inlet w/Crb Hd & Grte	VF			\$ -
55	6' Rnd Prcast Inlet w/Crb Hd & Grte	VF			\$ -
56	4' Rnd Prcast Inlet w/Ped Top Grate	VF			\$ -
57	5' Rnd Prcast Inlet w/Ped Top Grate	VF			\$ -
58	6' Rnd Prcast Inlet w/Ped Top Grate	VF			\$ -
	Install Square Brick Manholes (per Alpharetta STD. 220)				
59	4' Sq Brick MH w/ Ring & Cover	VF			\$ -
60	5' Sq Brick MH w/ Ring & Cover	VF			\$ -
61	6' Sq Brick MH w/ Ring & Cover	VF			\$ -
	Install Round Brick Manholes (per Alpharetta STD. 220)				

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:					
62	4' Rnd Brick MH w/ Ring & Cover	VF			\$ -
63	5' Rnd Brick MH w/ Ring & Cover	VF			\$ -
64	6' Rnd Brick MH w/ Ring & Cover	VF			\$ -
	Install Square PreCast Manholes				\$ -
65	4' Sq Brick MH w/ Ring & Cover	VF			\$ -
66	5' Sq Brick MH w/ Ring & Cover	VF			\$ -
67	6' Sqr Brick MH w/ Ring & Cover	VF			\$ -
	Install Round Precast Manholes (per Alpharetta STD. 204)				
68	4' Rnd Brick MH w/ Ring & Cover	VF			\$ -
69	5' Rnd Brick MH w/ Ring & Cover	VF			\$ -
70	6' Rnd Brick MH w/ Ring & Cover	VF			\$ -
	Misc & Special Structures/Components				
71	4' Dia Pedestal Top installed w Inlet F/G	EA			\$ -
72	5' Dia Pedestal Top installed w Inlet F/G	EA			\$ -
73	6' Dia Pedestal Top installed w Inlet F/G	EA			\$ -
74	4' Dia Pedestal Top installed wMH R/C	EA			\$ -
75	5' Dia Pedestal Top installed w MH R/C	EA			\$ -
76	6' Dia Pedestal Top installed w MH R/C	EA			\$ -
77	4' Dia Round to square installed	EA			\$ -
78	5' Dia Round to square installed	EA			\$ -
79	6' Dia Round to square installed	EA			\$ -
80	Uncover Buried JB (4')	EA			\$ -
81	Uncover Buried JB (4'-8')	EA			\$ -
82	Uncover Buried JB (8'-11.9')	EA			\$ -
83	Uncover Buried JB (>12')	EA			\$ -
84	4' Riser installed	VF			\$ -
85	5' Riser installed	VF			\$ -
86	6' Riser installed	VF			\$ -
87	4' Cone Riser installed wMH R/C	EA			\$ -
88	5'Cone Riser installed wMH R/C	EA			\$ -
89	6'Cone Riser installed wMH R/C	EA			\$ -
90	4' square precast slab for brick structure base	EA			\$ -
91	5' square precast slab for brick structure base	EA			\$ -
92	6' square precast slab for brick structure base	EA			\$ -
	Grout / sealing of Structure < 10' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
93	4' diameter structure	EA			\$ -
94	5' diameter structure	EA			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:					
95	6' diameter structure	EA			\$ -
	Structure invert installation				
96	Invert Installation, 4' Dia	EA			\$ -
97	Invert Installation, 5' Dia	EA			\$ -
98	Invert Installation, 6' Dia	EA			\$ -
	Demo and replace existing paved invert				
99	Demo existing and Invert Installation, 4' Dia	EA			\$ -
100	Demo existing and Invert Installation, 5' Dia	EA			\$ -
101	Demo existing and Invert Installation, 6' Dia	EA			\$ -
	Grout / sealing of Structure 10' - 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
102	4' diameter structure	EA			\$ -
103	5' diameter structure	EA			\$ -
104	6' diameter structure	EA			\$ -
	Grout / sealing of Structure > 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
105	4' diameter structure	EA			\$ -
106	5' diameter structure	EA			\$ -
107	6' diameter structure	EA			\$ -
	Installation of HDPE pipe < 10' in depth including material (does not include demo of existing pipe)				
108	18" Pipe	LF			\$ -
109	24" Pipe	LF			\$ -
110	30" Pipe	LF			\$ -
111	36" Pipe	LF			\$ -
112	42" Pipe	LF			\$ -
113	48" Pipe	LF			\$ -
114	54" Pipe	LF			\$ -
115	60" Pipe	LF			\$ -
116	66" Pipe	LF			\$ -
117	72" Pipe	LF			\$ -
	Installation of HDPE pipe > 10' in depth including material (does not include demo of existing pipe)				
118	18" Pipe	LF			\$ -
119	24" Pipe	LF			\$ -
120	30" Pipe	LF			\$ -
121	36" Pipe	LF			\$ -
122	42" Pipe	LF			\$ -
123	48" Pipe	LF			\$ -
124	54" Pipe	LF			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:					
125	60" Pipe	LF			\$ -
126	66" Pipe	LF			\$ -
127	72" Pipe	LF			\$ -
	Installation of CMP pipe < 10' in depth including material (does not include demo of existing pipe)				
128	18" Pipe	LF			\$ -
129	24" Pipe	LF			\$ -
130	30" Pipe	LF			\$ -
131	36" Pipe	LF			\$ -
132	42" Pipe	LF			\$ -
133	48" Pipe	LF			\$ -
134	54" Pipe	LF			\$ -
135	60" Pipe	LF			\$ -
136	66" Pipe	LF			\$ -
137	72" Pipe	LF			\$ -
	Installation of CMP pipe > 10' in depth including material (does not include demo of existing pipe)				
138	18" Pipe	LF			\$ -
139	24" Pipe	LF			\$ -
140	30" Pipe	LF			\$ -
141	36" Pipe	LF			\$ -
142	42" Pipe	LF			\$ -
143	48" Pipe	LF			\$ -
144	54" Pipe	LF			\$ -
145	60" Pipe	LF			\$ -
146	66" Pipe	LF			\$ -
147	72" Pipe	LF			\$ -
	Installation of RCP pipe < 10' in depth including material (does not include demo of existing pipe)				
148	18" Pipe	LF			\$ -
149	24" Pipe	LF			\$ -
150	30" Pipe	LF			\$ -
151	36" Pipe	LF			\$ -
152	42" Pipe	LF			\$ -
153	48" Pipe	LF			\$ -
154	54" Pipe	LF			\$ -
155	60" Pipe	LF			\$ -
156	66" Pipe	LF			\$ -
157	72" Pipe	LF			\$ -
	Installation of RCP pipe > 10' in depth including material (does not include demo of existing pipe)				

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:					
158	18" Pipe	LF			\$ -
159	24" Pipe	LF			\$ -
160	30" Pipe	LF			\$ -
161	36" Pipe	LF			\$ -
162	42" Pipe	LF			\$ -
163	48" Pipe	LF			\$ -
164	54" Pipe	LF			\$ -
165	60" Pipe	LF			\$ -
166	66" Pipe	LF			\$ -
167	72" Pipe	LF			\$ -
	Demo and Replace Sidewalk (Per Alpharetta STD. 902)				
168	Demo and replace 4' sidewalk	LF			\$ -
169	Demo and replace 5' sidewalk	LF			\$ -
170	Demo and replace 6' sidewalk	LF			\$ -
171	Demo and replace 7' sidewalk	LF			\$ -
172	Demo and replace 8' sidewalk	LF			\$ -
173	Demo and replace 10' sidewalk	LF			\$ -
	Demo and Replace Reinforced sidewalk				
174	Demo existing and reinstall 4' Reinforced sidewalk	LF			\$ -
175	Demo existing and reinstall 5' Reinforced sidewalk	LF			\$ -
176	Demo existing and reinstall 6' Reinforced sidewalk	LF			\$ -
177	Demo existing and reinstall 7' Reinforced sidewalk	LF			\$ -
178	Demo existing and reinstall 8' Reinforced sidewalk	LF			\$ -
179	Demo existing and reinstall10' Reinforced sidewalk	LF			\$ -
	Demo and Replace Handicap Ramps (per Alparetta STD. 902)				
180	Demo and replace Type A handicap ramp	EA			\$ -
181	Demo and replace Skewed Type A handicap ramp	EA			\$ -
182	Demo and replace Type B handicap ramp	EA			\$ -
183	Demo and replace Type C handicap ramp	EA			\$ -
184	Demo and replace Type D handicap ramp	EA			\$ -
185	Demo and replace Skewed Type D handicap ramp	EA			\$ -
	Demo and Replace Residential Driveway Apron (per GDOT STD. A1)				
186	Apron replacement	CY			\$ -
187	Decorative Brick paver inlay	SF			\$ -
188	Decorative Brick paver edging	SF			\$ -
	Demo and Replace Commercial Driveway Apron (per Alpharetta STD. 951)				
189	Apron replacement	CY			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:					
	Demo and Replace Curb and gutter (per Alpharetta STD. 901)				
190	Curb & Gutter 6"x24"x12" High Back	LF		\$	-
191	Curb & Gutter 6"x30"x12" High Back	LF		\$	-
192	Curb & Gutter 6"x30"x14" High Back	LF		\$	-
193	Curb & Gutter 6"x24"x14" High Back	LF		\$	-
194	Header Curb (Height Varies)	CY		\$	-
195	Flush Curb	LF		\$	-
	Demo and Replace Roll Back curb and gutter				
196	Demo and replace 24" Roll back curb	LF		\$	-
197	Demo and replace 18" Roll back curb	LF		\$	-
	Demo and Replace Mountable Curb (per Alpharetta STD. 905)				
198	Mountable Curb and Gutter	LF		\$	-
199	Mountable Header Curb	LF		\$	-
	Demo and Replace median/ porkchop island				
200	Demo and Replace median/ porkchop island	CY		\$	-
	Concrete street repair				
201	Demo, compact base, and repour street	CY		\$	-
202	Demo, compact base, and repour street using high early DOT mix	CY		\$	-
	Stucture adjustment within concrete area				
203	Water valve adjusted to grade	LS		\$	-
204	Water meter adjusted to grade	LS		\$	-
205	Manhole adjusted to grade	VF		\$	-
206	Traffic box adjusted to grade	LS		\$	-
	Earthwork & Grading				
207	Clear and grubbing	SY		\$	-
208	Channel / Ditch Excavation	CY		\$	-
209	Haul-Off Soil Material	CY		\$	-
210	Finish Grading	SY		\$	-
211	Debris Removal	CY		\$	-
	Erosion Control/Landscaping				
212	Fill Dirt (Acquire and Place)	CY		\$	-
213	Screened Top Soil (Acquire and Place)	CY			
214	Stone Rip Rap Type I in Place	Ton		\$	-
215	Stone Rip Rap Type II in Place	Ton		\$	-
216	Stone Rip Rap Type III in Place	Ton		\$	-
217	Seed & Straw (Permanent Grassing)	SF		\$	-
218	Seed & Straw (Temp Grassing)	SF		\$	-

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:					
219	Sodding Complete - Fescue	SF			\$ -
220	Sodding Complete - Bermuda	SF			\$ -
221	Sodding Complete - Zoyzia	SF			\$ -
222	Sodding Complete - Centipede	SF			\$ -
223	Pine Straw	SF			\$ -
224	Straw Mulch	SF			\$ -
225	Type "C" silt fence or equivalent reinforcement per 2016 version of the Georgia Erosion and Sediment Control Manual	LF			\$ -
226	Straw bale check dams (CD-Hb) Per 2016 GESCM	EA			\$ -
227	Geotextile Fabric (installed)	SF			\$ -
228	GA.DOT approved Erosion Control Ditch Matting (installed)	LF			\$ -
229	Hardwood Mulch (Non Dyed)	SF			\$ -
230	Hardwood Mulch (Dyed)	SF			\$ -
	Miscellaneous Items				
231	Debris Removal, Tandem Dump Truck	CY			\$ -
232	Removal of Existing Drainage Structure	CY			\$ -
233	Horizontal installation of Biobarrier under sidewalk	LF			\$ -
234	Stone #57 in place	Ton			\$ -
235	Surge Stone in place	Ton			\$ -
236	No.3's and 4' Stone in place	Ton			\$ -
237	Crusher Run in place	Ton			\$ -
238	Class "A" Poured in Place 3000 PSI Concrete	CY			\$ -
239	Excavatable Flowable Fill	CY			\$ -
240	Non Excavatable Flowable Fill	CY			\$ -
241	3500 PSI Mix	CY			\$ -
242	4000 PSI Mix	CY			\$ -
243	5000 PSI Mix	CY			\$ -
244	Obtain and install Tree Save per STD.L-6	LF			\$ -
245	Grout inside of brick structure	VF			\$ -

CITY OF ALPHARETTA

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:

ITEM #	Description	Unit	Unit Price	Quantity	Extended Price
	Traffic Control				
1	Traffic Control Major (Warning signs, lane closures, Flaggers, etc.)	DA		10.00	\$ -
2	Traffic Control Minor (Warning signs, Work Zone Safety, etc..)	DA		2.00	\$ -
	Existing/Precast Headwalls (per Alpharetta STD. 232)				
3	Precast Headwall for 18" Pipe	EA			\$ -
4	Precast Headwall for 24" Pipe	EA		2.00	\$ -
5	Precast Headwall for 30" Pipe	EA			\$ -
6	Precast Headwall for 36" Pipe	EA			\$ -
7	Precast Headwall for 42" Pipe	EA		2.00	\$ -
8	Precast Headwall for 48" Pipe	EA			\$ -
9	Reset Existing Headwall 18"	EA			\$ -
10	Reset Existing Headwall 24"	EA		3.00	\$ -
11	Reset Existing Headwall 30"	EA			\$ -
12	Reset Existing Headwall 36"	EA		2.00	\$ -
13	Reset Existing Headwall 42"	EA			\$ -
14	Reset Existing Headwall 48"	EA			\$ -
	Cast-In_Place Concrete Headwall				
15	Cast-n-Place Conc HW-DeKalb Std	CY			\$ -
16	Cast-n-Place Conc HW-GDOT Det 1125	CY		20.00	\$ -
	Storm Drain Catch Basins Tops and Throats (per Alpharetta STD. 200, 201, 205				
17	Demo and replace single wing catch basin top	EA		3.00	\$ -
18	Demo and replace double wing catch basin top	EA		3.00	\$ -
19	Demo and replance single wing throat inlet	EA		3.00	\$ -
20	Demo and replace double wing throat inlet	EA		3.00	\$ -
21	Demo and replace single wing catch basin top with 5000 PSI concrete Mix	EA		2.00	\$ -
22	Demo and replace double wing catch basin top with 5000 PSI concrete Mix	EA		2.00	\$ -
	Install Square Brick Inlets (per Alpharetta STD. 210)				
23	4' Sq Brck Inlets w/Flush Grte	VF			\$ -
24	5' Sq Brck Inlets w/Flush Grte	VF			\$ -
25	6' Sq Brck Inlets w/Flush Grte	VF			\$ -
26	4' Sq Brck Inlet w/Curb Hd & Grte	VF		2.00	\$ -
27	5' Sq Brck Inlet w/Curb Hd & Grte	VF			\$ -
28	6' Sq Brck Inlet w/Curb Hd & Grte	VF			\$ -
29	4' Sq Brck Inlet w/Ped Top Grate	VF			\$ -

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Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:

30	5' Sq Brck Inlet w/Ped Top Gate	VF			\$	-
31	6' Sq Brck Inlet w/Ped Top Gate	VF			\$	-
	Install Brick Round Inlets (per Alpharetta STD 210)					
32	4' Round Brick Inlets w/Flush Gate	VF			\$	-
33	5' Round Brick Inlet w/Flush Gate	VF			\$	-
34	6' Round Brick Inlet w/Flush Gate	VF			\$	-
35	4' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$	-
36	5' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$	-
37	6' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$	-
38	4' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$	-
39	5' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$	-
40	6' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$	-
	Install Precast Square Inlets					
41	4' Sq Precast Inlets w/Flh Gate	VF			\$	-
42	5' Sq Precast Inlets w/Flh Gate	VF			\$	-
43	6' Sq Precast Inlets w/Flh Gate	VF			\$	-
44	4' Sq Precast Inlet w/Crb H & Grte	VF		2.00	\$	-
45	5' Sq Precast Inlet w/Crb H & Grte	VF			\$	-
46	6' Sq Precast Inlet w/Crb H & Grte	VF			\$	-
47	4' Sq Precast Inlet w/Ped Top Gate	VF			\$	-
48	5' Sq Precast Inlet w/Ped Top Gate	VF			\$	-
49	6' Sq Precast Inlet w/Ped Top Gate	VF			\$	-
	Install Precast Round Inlets (per Alpharetta STD. 204)					
50	4' Rnd Prcast Inlets w/Flsh Grte	VF			\$	-
51	5' Rnd Prcast Inlets w/Flsh Grte	VF			\$	-
52	6' Rnd Prcast Inlets w/Flsh Grte	VF			\$	-
53	4' Rnd Prcast Inlet w/Crb Hd & Grte	VF		2.00	\$	-
54	5' Rnd Prcast Inlet w/Crb Hd & Grte	VF			\$	-
55	6' Rnd Prcast Inlet w/Crb Hd & Grte	VF			\$	-
56	4' Rnd Prcast Inlet w/Ped Top Gate	VF			\$	-
57	5' Rnd Prcast Inlet w/Ped Top Gate	VF			\$	-
58	6' Rnd Prcast Inlet w/Ped Top Gate	VF			\$	-
	Install Square Brick Manholes (per Alpharetta STD. 220)					
59	4' Sq Brick MH w/ Ring & Cover	VF		4.00	\$	-
60	5' Sq Brick MH w/ Ring & Cover	VF			\$	-
61	6' Sq Brick MH w/ Ring & Cover	VF			\$	-

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Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:

	Install Round Brick Manholes (per Alpharetta STD. 220)				
62	4' Rnd Brick MH w/ Ring & Cover	VF			\$ -
63	5' Rnd Brick MH w/ Ring & Cover	VF			\$ -
64	6' Rnd Brick MH w/ Ring & Cover	VF			\$ -
	Install Square PreCast Manholes	VF			
65	4' Sq Brick MH w/ Ring & Cover	VF			\$ -
66	5' Sq Brick MH w/ Ring & Cover	VF			\$ -
67	6' Sqr Brick MH w/ Ring & Cover	VF			\$ -
	Install Round Precast Manholes (per Alpharetta STD. 204)				
68	4' Rnd Brick MH w/ Ring & Cover	VF			\$ -
69	5' Rnd Brick MH w/ Ring & Cover	VF			\$ -
70	6' Rnd Brick MH w/ Ring & Cover	VF			\$ -
	Misc & Special Structures/Components				
71	4' Dia Pedestal Top installed w Inlet F/G	EA		1.00	\$ -
72	5' Dia Pedestal Top installed w Inlet F/G	EA			\$ -
73	6' Dia Pedestal Top installed w Inlet F/G	EA			\$ -
74	4' Dia Pedestal Top installed wMH R/C	EA		1.00	\$ -
75	5' Dia Pedestal Top installed w MH R/C	EA			\$ -
76	6' Dia Pedestal Top installed w MH R/C	EA			\$ -
77	4' Dia Round to square installed	EA			\$ -
78	5' Dia Round to square installed	EA			\$ -
79	6' Dia Round to square installed	EA			\$ -
80	Uncover Buried JB (4')	EA		4.00	\$ -
81	Uncover Buried JB (4'-8')	EA			\$ -
82	Uncover Buried JB (8'-11.9')	EA			\$ -
83	Uncover Buried JB (>12')	EA			\$ -
84	4' Riser installed	VF		1.00	\$ -
85	5' Riser installed	VF			\$ -
86	6' Riser installed	VF			\$ -
87	4' Cone Riser installed wMH R/C	EA			\$ -
88	5'Cone Riser installed wMH R/C	EA			\$ -
89	6'Cone Riser installed wMH R/C	EA			\$ -
90	4' square precast slab for brick structure base	EA		2.00	\$ -
91	5' square precast slab for brick structure base	EA			\$ -
92	6' square precast slab for brick structure base	EA			\$ -
	Grout / sealing of Structure < 10' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:

93	4' diameter structure	EA		3.00	\$	-
94	5' diameter structure	EA			\$	-
95	6' diameter structure	EA			\$	-
	Structure invert installation					
96	Invert Installation, 4' Dia	EA		3.00	\$	-
97	Invert Installation, 5' Dia	EA			\$	-
98	Invert Installation, 6' Dia	EA			\$	-
	Demo and replace existing paved invert					
99	Demo existing and Invert Installation, 4' Dia	EA		2.00	\$	-
100	Demo existing and Invert Installation, 5' Dia	EA			\$	-
101	Demo existing and Invert Installation, 6' Dia	EA			\$	-
	Grout / sealing of Structure 10' - 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)					
102	4' diameter structure	EA		1.00	\$	-
103	5' diameter structure	EA			\$	-
104	6' diameter structure	EA			\$	-
	Grout / sealing of Structure > 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)					
105	4' diameter structure	EA			\$	-
106	5' diameter structure	EA			\$	-
107	6' diameter structure	EA			\$	-
	Installation of HDPE pipe < 10' in depth including material (does not include demo of existing pipe)					
108	18" Pipe	LF			\$	-
109	24" Pipe	LF			\$	-
110	30" Pipe	LF			\$	-
111	36" Pipe	LF			\$	-
112	42" Pipe	LF			\$	-
113	48" Pipe	LF			\$	-
114	54" Pipe	LF			\$	-
115	60" Pipe	LF			\$	-
116	66" Pipe	LF			\$	-
117	72" Pipe	LF			\$	-
	Installation of HDPE pipe > 10' in depth including material (does not include demo of existing pipe)					
118	18" Pipe	LF			\$	-
119	24" Pipe	LF		80.00	\$	-
120	30" Pipe	LF			\$	-
121	36" Pipe	LF			\$	-

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:

122	42" Pipe	LF			\$	-
123	48" Pipe	LF			\$	-
124	54" Pipe	LF			\$	-
125	60" Pipe	LF			\$	-
126	66" Pipe	LF			\$	-
127	72" Pipe	LF			\$	-
	Installation of CMP pipe < 10' in depth including material (does not include demo of existing pipe)					
128	18" Pipe	LF			\$	-
129	24" Pipe	LF			\$	-
130	30" Pipe	LF			\$	-
131	36" Pipe	LF			\$	-
132	42" Pipe	LF			\$	-
133	48" Pipe	LF			\$	-
134	54" Pipe	LF			\$	-
135	60" Pipe	LF			\$	-
136	66" Pipe	LF			\$	-
137	72" Pipe	LF			\$	-
	Installation of CMP pipe > 10' in depth including material (does not include demo of existing pipe)					
138	18" Pipe	LF			\$	-
139	24" Pipe	LF		60.00	\$	-
140	30" Pipe	LF			\$	-
141	36" Pipe	LF		60.00	\$	-
142	42" Pipe	LF			\$	-
143	48" Pipe	LF			\$	-
144	54" Pipe	LF			\$	-
145	60" Pipe	LF			\$	-
146	66" Pipe	LF			\$	-
147	72" Pipe	LF		20.00	\$	-
	Installation of RCP pipe < 10' in depth including material (does not include demo of existing pipe)					
148	18" Pipe	LF			\$	-
149	24" Pipe	LF			\$	-
150	30" Pipe	LF			\$	-
151	36" Pipe	LF			\$	-
152	42" Pipe	LF			\$	-
153	48" Pipe	LF			\$	-
154	54" Pipe	LF			\$	-
155	60" Pipe	LF			\$	-

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:

156	66" Pipe	LF			\$ -
157	72" Pipe	LF			\$ -
	Installation of RCP pipe > 10' in depth including material (does not include demo of existing pipe)				
158	18" Pipe	LF			\$ -
159	24" Pipe	LF		25.00	\$ -
160	30" Pipe	LF			\$ -
161	36" Pipe	LF		25.00	\$ -
162	42" Pipe	LF			\$ -
163	48" Pipe	LF			\$ -
164	54" Pipe	LF			\$ -
165	60" Pipe	LF			\$ -
166	66" Pipe	LF			\$ -
167	72" Pipe	LF			\$ -
	Demo and Replace Sidewalk (Per Alpharetta STD. 902)				
168	Demo and replace 4' sidewalk	LF			\$ -
169	Demo and replace 5' sidewalk	LF		250.00	\$ -
170	Demo and replace 6' sidewalk	LF			\$ -
171	Demo and replace 7' sidewalk	LF			\$ -
172	Demo and replace 8' sidewalk	LF		100.00	\$ -
173	Demo and replace 10' sidewalk	LF			\$ -
	Demo and Replace Reinforced sidewalk				
174	Demo existing and reinstall 4' Reinforced sidewalk	LF			\$ -
175	Demo existing and reinstall 5' Reinforced sidewalk	LF			\$ -
176	Demo existing and reinstall 6' Reinforced sidewalk	LF			\$ -
177	Demo existing and reinstall 7' Reinforced sidewalk	LF			\$ -
178	Demo existing and reinstall 8' Reinforced sidewalk	LF		100.00	\$ -
179	Demo existing and reinstall 10' Reinforced sidewalk	LF			\$ -
	Demo and Replace Handicap Ramps (per Alpharetta STD. 902)				
180	Demo and replace Type A handicap ramp	EA			\$ -
181	Demo and replace Skewed Type A handicap ramp	EA			\$ -
182	Demo and replace Type B handicap ramp	EA		5.00	\$ -
183	Demo and replace Type C handicap ramp	EA			\$ -
184	Demo and replace Type D handicap ramp	EA			\$ -
185	Demo and replace Skewed Type D handicap ramp	EA		5.00	\$ -
	Demo and Replace Residential Driveway Apron (per GDOT STD. A1)				
186	Apron replacement	CY		3.00	\$ -
187	Decorative Brick paver inlay	SF			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:

188	Decorative Brick paver edging	SF			\$	-
	Demo and Replace Commercial Driveway Apron (per Alpharetta STD 951)					
189	Apron replacement	CY		1.00	\$	-
	Demo and Replace Curb and gutter (per Alpharetta STD. 901)					
190	Curb & Gutter 6"x24"x12" High Back	LF		250.00	\$	-
191	Curb & Gutter 6"x30"x12" High Back	LF			\$	-
192	Curb & Gutter 6"x30"x14" High Back	LF			\$	-
193	Curb & Gutter 6"x24"x14" High Back	LF			\$	-
194	Header Curb (Height Varies)	CY			\$	-
195	Flush Curb	LF		150.00	\$	-
	Demo and Replace Roll Back curb and gutter					
196	Demo and replace 24" Roll back curb	LF		50.00	\$	-
197	Demo and replace 18" Roll back curb	LF			\$	-
	Demo and Replace Mountable Curb (per Alpharetta STD. 905)					
198	Mountable Curb and Gutter	LF			\$	-
199	Mountable Header Curb	LF			\$	-
	Demo and Replace median/ porkchop island					
200	Demo and Replace median/ porkchop island	CY			\$	-
	Concrete street repair					
201	Demo, compact base, and repour street	CY			\$	-
202	Demo, compact base, and repour street using high early DOT mix	CY		50.00	\$	-
	Stucture adjustment within concrete area					
203	Water valve adjusted to grade	LS		1.00	\$	-
204	Water meter adjusted to grade	LS		1.00	\$	-
205	Manhole adjusted to grade	VF			\$	-
206	Traffic box adjusted to grade	LS			\$	-
	Earthwork & Grading					
207	Clear and grubbing	SY			\$	-
208	Channel / Ditch Excavation	CY		100.00	\$	-
209	Haul-Off Soil Material	CY		20.00	\$	-
210	Finish Grading	SY		100.00	\$	-
211	Debris Removal	CY		25.00	\$	-
	Erosion Control/Landscaping					
212	Fill Dirt (Acquire and Place)	CY		25.00	\$	-
213	Screened Top Soil (Acquire and Place)	CY		20.00	\$	-
214	Stone Rip Rap Type I in Place	Ton			\$	-

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:

215	Stone Rip Rap Type II in Place	Ton			\$	-
216	Stone Rip Rap Type III in Place	Ton		22.00	\$	-
217	Seed & Straw (Permanent Grassing)	SF			\$	-
218	Seed & Straw (Temp Grassing)	SF		100.00	\$	-
219	Sodding Complete - Fescue	SF			\$	-
220	Sodding Complete - Bermuda	SF		150.00	\$	-
221	Sodding Complete - Zoyzia	SF			\$	-
222	Sodding Complete - Centipede	SF			\$	-
223	Pine Straw	SF		100.00	\$	-
224	Straw Mulch	SF			\$	-
225	Type "C" silt fence or equivalent reinforcement per 2016 version of the Georgia Erosion and Sediment Control Manual	LF		150.00	\$	-
226	Straw bale check dams (CD-Hb) Per 2016 GESCM	EA			\$	-
227	Geotextile Fabric (installed)	SF		60.00	\$	-
228	GA.DOT approved Erosion Control Ditch Matting (installed)	LF			\$	-
229	Hardwood Mulch (Non Dyed)	SF			\$	-
230	Hardwood Mulch (Dyed)	SF			\$	-
	Miscellaneous Items					
231	Debris Removal, Tandem Dump Truck	CY		36.00	\$	-
232	Removal of Existing Drainage Structure	CY		36.00	\$	-
233	Horizontal installation of Biobarrier under sidewalk	LF		50.00	\$	-
234	Stone #57 in place	Ton		18.00	\$	-
235	Surge Stone in place	Ton			\$	-
236	No.3's and 4' Stone in place	Ton			\$	-
237	Crusher Run in place	Ton		18.00	\$	-
238	Class "A" Poured in Place 3000 PSI Concrete	CY			\$	-
239	Excavatable Flowable Fill	CY		14.00	\$	-
240	Non Excavatable Flowable Fill	CY			\$	-
241	3500 PSI Mix	CY			\$	-
242	4000 PSI Mix	CY			\$	-
243	5000 PSI Mix	CY		20.00	\$	-
244	Obtain and install Tree Save per STD.L-6	LF		200.00	\$	-
245	Grout inside of brick structure	VF		6.00	\$	-
Total Sample Project Cost for RFP 24-122					\$	-



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)



CSTE INC



CSTE, Inc Technical Approach

Stormwater Repair Unit Price Contract

307 Oyster Point Rd
Newport News, VA 23602
Point of Contact: Thomas Hunt
Telephone: 757-342-5862
Email: estimate@csteinc.com

DUNS: 035011425
CAGE Code: 7T5N6
SBA- SDVOSB
GDOT-DBE 17308
VADBE DBE 709842
NCDDBE 105235
SCDBE
GCQA007105
VA Class A 2705174512
Unique Entity ID#MZGZMCZDVJE3

STATEMENT OF CONFIDENTIALITY/DISCLAIMER

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in the entire proposal.



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1.0 Company Executive Summary

- i. CSTE, Inc is a minority, service-disabled veteran owned small business that provides General Contracting and fleet hauling services for construction infrastructure projects. Our experienced contractors have over 45 years of combined expertise in infrastructure construction and hauling servicing commercial and government contracts. No job is the same, but we have the equipment necessary to fit every kind of job. Asset Protection is a crucial aspect of utility maintenance that enables increased safety and infrastructure dependability. For most situations, our utility support service teams are chosen for multiple solutions. We also specialize in ***Sink Hole Remediation to restoration***. No matter the severity of operation or location, our team is ready to assist. Some support requires the use of sensitive equipment like soft digging equipment, or combo camera hydrovac solutions. We provide the traffic control, infrastructure installation/repair to concrete and asphalt repair and landscape restoration. Our team receives extensive training to identify areas where this is needed, avoiding damage, increasing safety, and giving us the ability to deliver better utility support services solutions.

It is with absolute confidence that CSTE, Inc can successfully assist customers and performs prime and subcontracts in the areas of infrastructure construction, hauling and remediation. CSTEINC also provides additional assistance in the following outside areas- application of asphalt and concrete, snow removal, excavation, lot clearing, grading, tree removal, erosion and sediment control, demolition and abatement and asbestos removal.

CSTE, Inc fulfills designated requirements and deadlines within contracts while continuing our impeccable safety and performance record. In the paragraphs below we've outlined and enclosed all necessary information needed for customers and contract officers to evaluate our technical approach and management practices. Our hands on and streamlined approach distinguishes us as a one-of-a-kind provider of infrastructure construction, hauling and remediation services.



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i. Business Information

Headquarters
CSTE, Inc
Mr. Ken Thompson
307 Oyster Point Rd
Newport News, VA 23602

Georgia Operations
Mr. Joe Clark
1337 Canton Rd.
Ste. K
Marietta, GA 30066

ii. Contact

Mr. Thomas Hunt
Field Operations Supervisor
thomas@csteinc.com
757-342-5862
1337 Canton Rd.
Ste. K
Marietta, GA 30066



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2.0 Qualifications, Experience, References

i. Key Team Members

Thomas Hunt

Utility Manager and Forman license, Competent Person in Excavation Safety, Competent Person in Confined Space Entry Safety, as well as Level 1A Certified Personnel license

Paul Stroble

Hauling logistics and material management specialist CDL Class A driver

Cherrice Chappell

Finance and Administration Director

Coordinates all Billing AR/AP invoicing, material management (purchase and disposal), Makes sure everything is formatted and communicated based on the city requirement.

ii. All personnel are located in the Georgia office.

All contacts have been employed for year.

Thomas Hunt one year and has over 30 years of heavy civil construction experience and licenses

Paul Stroble 10 years 30 years as CDL Driver and logistic specialist in material management

Cherrice Chappell worked over 4 years BA in Business Administration

iii. Thomas Hunt

Experienced Superintendent with over 30 years heavy civil construction experience. I have earned several licenses over my years of work such as: Utility Manager and Forman license, Competent Person in Excavation Safety, Competent Person in Confined Space Entry Safety, as well as Level 1A Certified Personnel license. Have managed and experienced in the installation of grading, storm, sewer, water, asphalt, and concrete. Also obtain experience in take-off (estimating smaller jobs). I ensure safety across all job aspects while executing the tasks needed to be done to meet good quality standards while also assuring completion in a timely manner.

Paul Stroble

Trucking dispatch manager involves organizing a fleet of company owned and hired trucks to move goods and materials for customers and internal projects. My office also oversees the operations and assists in the logistics of plant Hammond Ashpond remediation. I also held various positions in my tenure including Weigh Master, Front End Loader Operator, Fuel Truck Driver, Off Road Dump Truck Driver, Dozer Operator, Laborer.

Cherrice Chappell

Develop and maintain partner and customer relationships. Contract negotiations, Create Standard Operation Procedures (SOP's), develop project expense reports, direct customer-centric operations management functions, and specialize in



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consumer satisfaction and retention. Manage day-to-day administrative actions and garner faultless administrative and operational outcomes. Develop operational metrics, leadership on customer service concerns, and provide operating updates., and onboarding of new contractors and operators. AP/AR Management, reconciliation, budgeting, company-wide audit, client liaison, and addressing all billing complaints and payment oversight. Collections. Provide leadership and directions for the team, including the administration and accounting teams—managed bank accounts. Provide budgets for all departments.

- iv. The location of the CSTE, Inc, office and project staff, and City staff can significantly impact your project schedule and coordination with stormwater repair services in several ways:

Schedule:

- **Travel time:** CSTE, Inc, and project staff are located less than 18 miles from the project site and City offices, travel time will not add significant delays to site visits or quality inspections. This can reduce the project timeline and decrease costs.
- **Locations differences:** If sites are in different area of the city, scheduling locations and callouts becomes more complex, potentially reducing responsiveness and collaboration.
- **Seasonality:** Depending on the size and location, weather conditions could impact feasibility and scheduling. Different locations might experience different weather conditions at the same time, affecting available workdays and resource allocation.

Coordination:

- **Communication:** Physical proximity facilitates quicker and more effective communication through informal discussions, spontaneous site visits, and easier problem-solving. Remote communication relies on technology and scheduling, which can introduce delays and misunderstandings.
- **Relationships:** Building strong relationships with City staff is crucial for smooth coordination. Being physically present allows for more opportunities for personal interaction and fosters trust, collaboration, and quicker issue resolution.
- **Logistics:** Coordinating services like material deliveries, using equipment rentals for back up, and inspections can be more challenging, potentially impacting the project schedule and budget.

Additional factors:

- **Project complexity:** For complex projects requiring frequent interaction and collaboration, location becomes even more critical.
- **Familiarity:** Understanding of the way the City of Alpharetta conducts business through past performance with current staff and as sub-contractors.
- **Available technology:** Reliable and robust communication technology is essential for collaboration, and its limitations can impact efficiency.



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- **Cultural factors:** Understanding cultural differences in communication styles and work practices can be crucial for smooth collaboration, especially in metro settings.

Recommendations:

- **Minimize travel time:** When possible, CSTE, Inc, if project sites are all in one area, CSTE, Inc may request use of a laydown yard on city property to facilitate some responses located closer to the project site and City target areas.
- **Utilize technology:** Leverage video conferencing, project management tools, and effective communication strategies to bridge physical distance.
- **Build relationships:** Invest in building strong relationships with City staff through regular communication, site visits, and clear expectations.
- **Plan for contingencies:** Account for potential delays due to travel, communication, or logistics in your project schedule and budget.

By carefully considering the impact of location and implementing appropriate strategies, we can minimize delays, ensure smooth coordination, and successfully complete your project.

Reference:

Over the past couple of years, we worked with Butch Thompson Enterprises as a subcontractor on the City of Alpharetta Stormwater Repair Unit Price Contract.

Reference

Judson Thompson
Butch Thompson Enterprises
+1 (770) 377-8260
Judthompson@btenterprises.com

One of our Major Contracts is with Southern Company Gas affiliate of Atlanta Gas and Light. When gas lines need installation or repair, it often requires digging trenches in the ground, which can disrupt streets, sidewalks, curbs, and gutters.

James A. Parr.
Operations Supervisor
Atlanta Regional 2505
Brannen Road SE
Atlanta, Ga 30316
[404-230-6526] Office
[470-426-7923] Cell
jparr@southernco.com



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While similar contracts offer valuable insight, we are more focused on tailoring our approach to your unique needs. We have carefully reviewed the project details and we are confident we can develop a solution that meets your specific goals.



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3.0 TECHNICAL APPROACH SUMMARY

CSTE, Inc shall furnish and provide services in accordance with company capabilities and efficiencies in the following- consist of storm structure repair, sidewalk installation/repair and maintenance at various locations throughout the City of Alpharetta. Work will include furnishing of all materials, labor, and equipment for infrastructure maintenance and drainage repairs including, but not limited to the demolition and replacement of structure tops and throats, the demolition and replacement of curb and gutter, the demolition and replacement of sidewalk, the demolition and replacement of drainage structures and manholes, the grouting of manholes, the performance of general maintenance to existing structures, the removal and restoration of landscaping, all required traffic control, and the performance of other work related to drainage improvements.

CSTEINC scope of work can be extended within contracts to including the following additional proficiencies- logistical support, application of asphalt and concrete, snow removal, excavation lot cleaning, clearing and grubbing, grading, tree removal, erosion and sediment control, demolition and abatement, and asbestos removal.

Services shall include locations within the CITY OF ALPHARETTA on a twenty-four hour per day, seven days per week, 365 days per year basis. Certain CSTEINC services may be subject to unavailability during these hours depending on contract requirements, staff requirements and/or federal holidays.

CSTEINC shall **provide impeccable service and performance standards** to understand and successfully execute the requirements of the contract.

CSTEINC shall ensure the **efficient execution of tasks**- our staff is expected to take the time to learn, recognize and accommodate the needs of task orders and service requests. This creates a sense of trust and proficiency that leaves our customers satisfied.

CSTEINC shall provide the **proper staff necessary to maintain our impeccable performance record**; this includes our leadership team, project management office, supervisors, road managers, dispatchers and drivers.

The **proper training and cross training of our employees** is necessary to our success and customer satisfaction within a contract.

CSTEINC shall ensure the **effective communication between customers and our staff with bi-weekly meetings performed by our Project Management Office (PMO)** to ensure quality, performance, reporting and completion of task orders and service requests.



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Deliverables

- 1.0 Furnishing storm structure repair, sidewalk installation/repair and maintenance services available seven days a week, three hundred sixty-five days a year.
- 2.0 Furnish services available under the following NAICS Codes- 237110, 238990, 237710, 238110, 237990.
- 3.0 Furnishing all personnel, equipment and supplies and resources necessary for performance of services under contracts.
- 4.0 Development of Project Management Office (PMO)
- 5.0 Ensure and maintain the highest levels of quality control, safety, execution and completion of all task's orders and service requests within a contract. This includes the following requirements-
 - a. Shall ensure compliance with any, and all-applicable State, local and Federal Safety Regulations relating to the service and service location.
 - b. Shall ensure all vehicle insurance meets requirements and the maintenance of that insurance and coverage throughout the life of a contract. Shall provide communication to the Contracting Officer or COR if any changes of insurance occur.
 - c. Shall ensure all drivers and employees undergo the necessary training requirements needed under a contract. This includes privacy and information security training and drivers training.
 - d. All employees working undergo E-Verify and a criminal background check and have favorable results.
 - e. All Drivers have attained legal age (the age of 21) and shall maintain neat, clean and professional appearance.
 - f. All Drivers have at minimum, one (1) year of experience as a licensed Class A or Class B driver and ensure Drivers have a current, valid, Driver's License and are medically cleared to operate vehicles or equipment.
- 6.0 Maintain records for all drivers showing evidence of completion of all required training and certifications. Shall provide copies of licensure, proof of insurance, background checks, and any other requested information in conjunction with contracts. Required training shall include-
 - a. Successful completion of Basic First Aid Class once every two (2) years.
 - b. CSTEINC Quarterly Driver Training Course Completion
 - c. Shall know what to do and whom to call in a medical emergency or in the case of an accident
- 7.0 Maintenance and upkeep of all vehicles to contract requirements and high quality safety and durability standards to perform services. Vehicle transport requirements shall include-
 - a. Vehicles shall be five years old or less (based on the date it was originally purchased), be equipped with seatbelts and shoulder harnesses, and maintained in good operating repair in accordance with the manufactures original specifications including being free from physical damage.
 - b. Each vehicle shall have preventative maintenance information and repair logs. Logs shall be in chronological order, with the latest service action on top.



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8.0 Perform the writing of any and all accidents, slips, falls, and mishaps. These reports shall be submitted within 24 hours to the contract officer or designated customer representative. PMO shall maintain communication with customer regarding any and all complaints and provide written results of the investigation and actions taken to resolve the matter.

9.0 Formation of Dispatch Call Center to ensure the streamlined execution of service requests and tasks orders seven days a week, and three hundred sixty-five days a year. Equipped with a team of Road Managers and Dispatchers that maintain contact and constant direct communication with all drivers, the CSTEINC Dispatch Call Center shall perform the following –

- a. Provide adequate supervision at all times during which drivers are providing services to ensure satisfactory performance in accordance contract terms.
- b. Ensure all service requests come from authorized customer personnel.
- c. Shall coordinate driving routes, transportation requests, safety compliance, reporting and claims.
- d. Ensure timely pick up and drop off of materials to dump sites or other customer locations.
- e. Ensure that personal protective equipment and spill kits are provided to Drivers to ensure they are adequately prepared to address biological fluids.
- f. Shall maintain records of all vouchers for completed transport requests.
- g. Ensure all Drivers have a company issued identification that shall be worn at all times above the waist and in a manner that the name of employee is visible.
- h. Shall maintain contact with customer to report transportation request completion and any reports or claims made during transport.
- i. Shall manage the request of additional transport services when ordered by designated customer personnel.

10. Completion of successful startup phase to performance of the life of contract- Initiation, Planning, Execution, Management & Control, and Contract Close.

11. Performance of weekly meetings to ensure and maintain quality of work, scope of work, contract milestones and closing dates, employee evaluation and adequate records of all task orders and service requests.

4.0 QUALITY CONTROL

CSTEINC Hauling's quality control standards ensure high performance across the life of a contract. Our dedicated Project Management Office (PMO) oversees proven methods that are led by the Director of Operations. The PMO is formed during contract award, to acquire, develop and assess goals, milestones and actions that align with contract requirements and scope of work.



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This method of quality control allows CSTEINC Hauling to remain on a baseline schedule and provide and ensure the best possible level of communication between our staff and the client, as well as prime efficiency and contract performance.

- PMO shall set weekly, monthly and contract wide performance reviews to be distributed to working staff that includes all drivers, dispatch and managers.
- PMO shall hold bi-weekly meetings with customer.
- PMO shall oversee hauling, transportation and/or any other requests and tasks assigned by the customer.
- PMO shall require foreman and manager reporting to ensure CSTEINC best practices are being carried out by staff, as well as measure performance quality and assess any necessary adjustments and/or changes.
- PMO shall in relevant scope utilize tools and management procedures to make any incremental improvements for immediate customer satisfaction and allow real time change and agility to fleet, hauling capacity and route structure.

5.0 SAFETY STANDARDS & HISTORY

CSTE, Inc has a non-occurrence safety record that includes no accidents, injuries or incidents to date. There have been no formal complaints filed by neither individuals nor government entities. We consistently inspect our vehicles and implement preventative maintenance. Supervisors and managers ensure that safety is our first priority while making sure that the schedules of the employees are kept. The management team is key in assuring that safety is top priority by taking on the driver responsibilities and taking charge of routes, detailing any changes that need to be made to ensure safety is being followed. The oversight of our Project Management Office (PMO) is key in the oversight of high-level milestones, standards and contract performance. The PMO also is in charge of the maintenance and insurance of all vehicles and coordinating emergency maintenance situations. CSTEINC works closely with our licensed repair facilities to ensure that all maintenance is being done properly and timely. All service logs are maintained and recorded.

CSTEINC's approach to safety applies to holding our employees and drivers to the highest quality standards. Drivers undergo required quarterly training to operate vehicles safely to prevent accidents in the communities where we provide services. We consider the use of specialized vehicles as part of the working environment and are committed to promoting a heightened level of safety awareness and responsible driving behavior in our employees. Our efforts and the commitment of employees will prevent vehicle accidents and reduce personal injury and claims. The successful execution of our contracts requires the full cooperation of each driver to operate their vehicle safely, Road Managers, Foreman and Dispatchers to adhere to responsibilities outlined and a PMO and leadership team that communicates with contract officers and uphold the standards that have come to be associated with CSTE, INC.



CSTE INC



7.0 CONTRACT START UP PLAN

Per a contract requirements CSTE, Inc shall have the ability to start up within 10-15 days of contract award. This startup will include

1. Initiation meetings that give contract officer and/or designated customer representative access to our dispatch call centers and PMO.
2. Re-assessment of contract requirements and scope of work with leadership team and staff.
3. Delivery of insurance documents, records and complains to contract officer and/or designated customer representative.
4. Assignment of road managers, dispatch and supervisors. One supervisor for every 30 drivers ensures a direct relationship with drivers concerns, and customer service.
5. Inspection of vehicles and testing of safety tools and amenities within vehicles to ensure performance (i.e. backhoe, excavating machines, etc.)
6. Completion of CSTEINC driver and employee training.
7. Execution of contract first tasks.

9.0 CLOSING

CSTE, Inc is a Service-Disabled Veteran and Minority-Owned construction, hauling and transport services provider in the Commonwealth of Virginia fully capable to successfully perform prime and subcontracts within the State of Georgia. CSTE, Inc looks to exceed customer expectations and ensures a reputation and record of impeccable safety, quality, and superior performance.

8.0 Previous Projects Constructed

- i. Over the past couple of years, we worked with Butch Thompson Enterprises as a subcontractor on the City of Alpharetta Stormwater Repair Unit Price Contract. Under this contract we worked all over the City of Alpharetta offering utility support services from demolition to material management. We worked hand in hand with Thomas Hunt the heavy civil construction superintendent who has now transitioned into the head of all heavy civil infrastructure activities for CSTE, Inc. Holding Utility Manager and Forman license, Competent Person in Excavation Safety, Competent Person in Confined Space Entry Safety, Level 1A Certified Personnel license as well as over seeing all Butch Thompson Enterprises operations on the City of Alpharetta Stormwater Repair Unit Price Contract in previous years.
- ii. We're currently In a 3 year contract with Atlanta Gas Light Service Center. In Atlanta, Gwinnett/Hall and Peachtree City Repairing these disruptions is crucial for safety, accessibility, and aesthetics. Here's an overview:

Types of damage:

- Sidewalk: Cracks, breaks, uneven surfaces, subsidence, missing pieces, flatwork remediations.
- Streets: Sink holes, cracks, breaks, uneven surfaces, subsidence, missing pieces.
- Curb: Cracks, chips, breaks, leaning, movement.
- Gutter: Cracks, breaks, blockages, uneven slopes.

Repair methods:

- Sidewalk: Patching, grinding, replacing sections, concrete pouring.
- Streets: Patching, concrete base asphalt cap, replacing sections, asphalt paving with bench backs.
- Curb: Replacing sections, re-setting, crack repair, grouting.
- Gutter: Cleaning, re-sloping, replacing sections, patching cracks.
- Milling and Paving

CITY OF ALPHARETTA
RFP 24-122, Stormwater Repair Unit Price Contract
Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:		CSTE INC.			
Item #	Description	Unit	Unit Price	Quantity	Total Costs
	Traffic Control				
1	Traffic Control Major (Warning Signs, Lane Closures, Flaggers, etc.)	DA	\$ 2,214.50	1.00	\$ 2,214.50
2	Traffic Control Minor (Warning Signs, Work Zone Safety, etc.)	DA	\$ 650.00	1.00	\$ 650.00
	Existing/Precast Headwalls (per Alpharetta STD. 232)				
3	Precast Headwall for 18" Pipe	EA	\$ 2,150.00	1.00	\$ 2,150.00
4	Precast Headwall for 24" Pipe	EA	\$ 2,549.25	1.00	\$ 2,549.25
5	Precast Headwall for 30" Pipe	EA	\$ 3,100.00	1.00	\$ 3,100.00
6	Precast Headwall for 36" Pipe	EA	\$ 3,250.00	1.00	\$ 3,250.00
7	Precast Headwall for 42" Pipe	EA	\$ 3,399.00	1.00	\$ 3,399.00
8	Precast Headwall for 48" Pipe	EA	\$ 4,200.00	1.00	\$ 4,200.00
9	Reset Existing Headwall 18"	EA	\$ 1,600.00	1.00	\$ 1,600.00
10	Reset Existing Headwall 24"	EA	\$ 1,751.00	1.00	\$ 1,751.00
11	Reset Existing Headwall 30"	EA	\$ 2,000.00	1.00	\$ 2,000.00
12	Reset Existing Headwall 36"	EA	\$ 2,060.00	1.00	\$ 2,060.00
13	Reset Existing Headwall 42"	EA	\$ 2,500.00	1.00	\$ 2,500.00
14	Reset Existing Headwall 48"	EA	\$ 2,600.00	1.00	\$ 2,600.00
	Cast-In_Place Concrete Headwall				
15	Cast-n-Place Conc HW-DeKalb Std	CY	\$ 2,250.00	1.00	\$ 2,250.00
16	Cast-n-Place Conc HW-GDOT Det 1125	CY	\$ 2,317.50	1.00	\$ 2,317.50
	Storm Drain Catch Basins Tops and Throats (per Alpharetta STD. 200, 201, 205)				
17	Demo and replace single wing catch basin top	EA	\$ 3,500.00	1.00	\$ 3,500.00
18	Demo and replace double wing catch basin top	EA	\$ 3,500.00	1.00	\$ 3,500.00
19	Demo and replance single wing throat inlet	EA	\$ 4,500.00	1.00	\$ 4,500.00
20	Demo and replace double wing throat inlet	EA	\$ 4,500.00	1.00	\$ 4,500.00
21	Demo and replace single wing catch basin top with 5000 PSI concrete Mix	EA	\$ 3,650.00	1.00	\$ 3,650.00
22	Demo and replace double wing catch basin top with 5000 PSI concrete Mix	EA	\$ 3,650.00	1.00	\$ 3,650.00
	Install Square Brick Inlets (per Alpharetta STD. 210)				
23	4' Sq Brck Inlets w/Flush Grte	VF	\$ 720.00	1.00	\$ 720.00
24	5' Sq Brck Inlets w/Flush Grte	VF	\$ 780.00	1.00	\$ 780.00
25	6' Sq Brck Inlets w/Flush Grte	VF	\$ 950.00	1.00	\$ 950.00
26	4' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 824.00	1.00	\$ 824.00
27	5' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 900.00	1.00	\$ 900.00
28	6' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 1,020.00	1.00	\$ 1,020.00
29	4' Sq Brck Inlet w/Ped Top Grate	VF	\$ 980.00	1.00	\$ 980.00
30	5' Sq Brck Inlet w/Ped Top Grate	VF	\$ 1,080.00	1.00	\$ 1,080.00

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:	CSTE INC.				
31	6' Sq Brck Inlet w/Ped Top Grate	VF	\$ 1,150.00	1.00	\$ 1,150.00
	Install Brick Round Inlets (per Alpharetta STD. 210)				
32	4' Round Brick Inlets w/Flush Grate	VF	\$ 720.00	1.00	\$ 720.00
33	5' Round Brick Inlet w/Flush Grate	VF	\$ 875.00	1.00	\$ 875.00
34	6' Round Brick Inlet w/Flush Grate	VF	\$ 1,220.00	1.00	\$ 1,220.00
35	4' Rnd Brick Inlet w/Curb Hd & Grte	VF	\$ 720.00	1.00	\$ 720.00
36	5' Rnd Brick Inlet w/Curb Hd & Grte	VF	\$ 920.00	1.00	\$ 920.00
37	6' Rnd Brick Inlet w/Curb Hd & Grte	VF	\$ 1,000.00	1.00	\$ 1,000.00
38	4' Rnd Brick w/Ped T&Gr or MH R/C	VF	\$ 880.00	1.00	\$ 880.00
39	5' Rnd Brick w/Ped T&Gr or MH R/C	VF	\$ 1,050.00	1.00	\$ 1,050.00
40	6' Rnd Brick w/Ped T&Gr or MH R/C	VF	\$ 1,200.00	1.00	\$ 1,200.00
	Install Precast Square Inlets				
41	4' Sq Precast Inlets w/Flh Grate	VF	\$ 720.00	1.00	\$ 720.00
42	5' Sq Precast Inlets w/Flh Grate	VF	\$ 860.00	1.00	\$ 860.00
43	6' Sq Precast Inlets w/Flh Grate	VF	\$ 1,025.00	1.00	\$ 1,025.00
44	4' Sq Precast Inlet w/Crb H & Grte	VF	\$ 803.00	1.00	\$ 803.00
45	5' Sq Precast Inlet w/Crb H & Grte	VF	\$ 920.00	1.00	\$ 920.00
46	6' Sq Precast Inlet w/Crb H & Grte	VF	\$ 1,000.00	1.00	\$ 1,000.00
47	4' Sq Precast Inlet w/Ped Top Grate	VF	\$ 850.00	1.00	\$ 850.00
48	5' Sq Precast Inlet w/Ped Top Grate	VF	\$ 1,050.00	1.00	\$ 1,050.00
49	6' Sq Precast Inlet w/Ped Top Grate	VF	\$ 1,100.00	1.00	\$ 1,100.00
	Install Precast Round Inlets (per Alpharetta STD. 204)				
50	4' Rnd Prcast Inlets w/Flsh Grte	VF	\$ 750.00	1.00	\$ 750.00
51	5' Rnd Prcast Inlets w/Flsh Grte	VF	\$ 980.00	1.00	\$ 980.00
52	6' Rnd Prcast Inlets w/Flsh Grte	VF	\$ 1,050.00	1.00	\$ 1,050.00
53	4' Rnd Prcast Inlet w/Crb Hd & Grte	VF	\$ 824.00	1.00	\$ 824.00
54	5' Rnd Prcast Inlet w/Crb Hd & Grte	VF	\$ 975.00	1.00	\$ 975.00
55	6' Rnd Prcast Inlet w/Crb Hd & Grte	VF	\$ 1,050.00	1.00	\$ 1,050.00
56	4' Rnd Prcast Inlet w/Ped Top Grate	VF	\$ 925.00	1.00	\$ 925.00
57	5' Rnd Prcast Inlet w/Ped Top Grate	VF	\$ 1,025.00	1.00	\$ 1,025.00
58	6' Rnd Prcast Inlet w/Ped Top Grate	VF	\$ 1,170.00	1.00	\$ 1,170.00
	Install Square Brick Manholes (per Alpharetta STD. 220)				
59	4' Sq Brick MH w/ Ring & Cover	VF	\$ 803.40	1.00	\$ 803.40
60	5' Sq Brick MH w/ Ring & Cover	VF	\$ 930.00	1.00	\$ 930.00
61	6' Sq Brick MH w/ Ring & Cover	VF	\$ 1,050.00	1.00	\$ 1,050.00
	Install Round Brick Manholes (per Alpharetta STD. 220)				

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:		CSTE INC.			
62	4' Rnd Brick MH w/ Ring & Cover	VF	\$ 780.00	1.00	\$ 780.00
63	5' Rnd Brick MH w/ Ring & Cover	VF	\$ 930.00	1.00	\$ 930.00
64	6' Rnd Brick MH w/ Ring & Cover	VF	\$ 1,050.00	1.00	\$ 1,050.00
	Install Square PreCast Manholes				\$ -
65	4' Sq Brick MH w/ Ring & Cover	VF	\$ 780.00	1.00	\$ 780.00
66	5' Sq Brick MH w/ Ring & Cover	VF	\$ 980.00	1.00	\$ 980.00
67	6' Sqr Brick MH w/ Ring & Cover	VF	\$ 1,050.00	1.00	\$ 1,050.00
	Install Round Precast Manholes (per Alpharetta STD. 204)				
68	4' Rnd Brick MH w/ Ring & Cover	VF	\$ 780.00	1.00	\$ 780.00
69	5' Rnd Brick MH w/ Ring & Cover	VF	\$ 930.00	1.00	\$ 930.00
70	6' Rnd Brick MH w/ Ring & Cover	VF	\$ 1,050.00	1.00	\$ 1,050.00
	Misc & Special Structures/Components				
71	4' Dia Pedestal Top installed w Inlet F/G	EA	\$ 1,287.00	1.00	\$ 1,287.00
72	5' Dia Pedestal Top installed w Inlet F/G	EA	\$ 2,150.00	1.00	\$ 2,150.00
73	6' Dia Pedestal Top installed w Inlet F/G	EA	\$ 2,900.00	1.00	\$ 2,900.00
74	4' Dia Pedestal Top installed wMH R/C	EA	\$ 1,081.50	1.00	\$ 1,081.50
75	5' Dia Pedestal Top installed w MH R/C	EA	\$ 1,950.00	1.00	\$ 1,950.00
76	6' Dia Pedestal Top installed w MH R/C	EA	\$ 2,425.00	1.00	\$ 2,425.00
77	4' Dia Round to square installed	EA	\$ 680.00	1.00	\$ 680.00
78	5' Dia Round to square installed	EA	\$ 920.00	1.00	\$ 920.00
79	6' Dia Round to square installed	EA	\$ 1,100.00	1.00	\$ 1,100.00
80	Uncover Buried JB (4')	EA	\$ 1,802.50	1.00	\$ 1,802.50
81	Uncover Buried JB (4'-8')	EA	\$ 2,800.00	1.00	\$ 2,800.00
82	Uncover Buried JB (8'-11.9')	EA	\$ 3,050.00	1.00	\$ 3,050.00
83	Uncover Buried JB (>12')	EA	\$ 3,950.00	1.00	\$ 3,950.00
84	4' Riser installed	VF	\$ 226.00	1.00	\$ 226.00
85	5' Riser installed	VF	\$ 480.00	1.00	\$ 480.00
86	6' Riser installed	VF	\$ 620.00	1.00	\$ 620.00
87	4' Cone Riser installed wMH R/C	EA	\$ 820.00	1.00	\$ 820.00
88	5'Cone Riser installed wMH R/C	EA	\$ 920.00	1.00	\$ 920.00
89	6'Cone Riser installed wMH R/C	EA	\$ 1,150.00	1.00	\$ 1,150.00
90	4' square precast slab for brick structure base	EA	\$ 803.40	1.00	\$ 803.40
91	5' square precast slab for brick structure base	EA	\$ 920.00	1.00	\$ 920.00
92	6' square precast slab for brick structure base	EA	\$ 1,050.00	1.00	\$ 1,050.00
	Grout / sealing of Structure < 10' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
93	4' diameter structure	EA	\$ 618.00	1.00	\$ 618.00
94	5' diameter structure	EA	\$ 750.00	1.00	\$ 750.00

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:		CSTE INC.			
95	6' diameter structure	EA	\$ 950.00	1.00	\$ 950.00
	Structure invert installation				
96	Invert Installation, 4' Dia	EA	\$ 489.25	1.00	\$ 489.25
97	Invert Installation, 5' Dia	EA	\$ 575.00	1.00	\$ 575.00
98	Invert Installation, 6' Dia	EA	\$ 875.00	1.00	\$ 875.00
	Demo and replace existing paved invert				
99	Demo existing and Invert Installation, 4' Dia	EA	\$ 618.00	1.00	\$ 618.00
100	Demo existing and Invert Installation, 5' Dia	EA	\$ 803.40	1.00	\$ 803.40
101	Demo existing and Invert Installation, 6' Dia	EA	\$ 900.00	1.00	\$ 900.00
	Grout / sealing of Structure 10' - 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
102	4' diameter structure	EA	\$ 952.75	1.00	\$ 952.75
103	5' diameter structure	EA	\$ 1,100.00	1.00	\$ 1,100.00
104	6' diameter structure	EA	\$ 1,400.00	1.00	\$ 1,400.00
	Grout / sealing of Structure > 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
105	4' diameter structure	EA	\$ 1,350.00	1.00	\$ 1,350.00
106	5' diameter structure	EA	\$ 1,600.00	1.00	\$ 1,600.00
107	6' diameter structure	EA	\$ 2,200.00	1.00	\$ 2,200.00
	Installation of HDPE pipe < 10' in depth including material (does not include demo of existing pipe)				
108	18" Pipe	LF	\$ 67.00	1.00	\$ 67.00
109	24" Pipe	LF	\$ 96.50	1.00	\$ 96.50
110	30" Pipe	LF	\$ 99.00	1.00	\$ 99.00
111	36" Pipe	LF	\$ 140.00	1.00	\$ 140.00
112	42" Pipe	LF	\$ 180.00	1.00	\$ 180.00
113	48" Pipe	LF	\$ 194.00	1.00	\$ 194.00
114	54" Pipe	LF	\$ 212.00	1.00	\$ 212.00
115	60" Pipe	LF	\$ 227.00	1.00	\$ 227.00
116	66" Pipe	LF	\$ 325.00	1.00	\$ 325.00
117	72" Pipe	LF	\$ 466.00	1.00	\$ 466.00
	Installation of HDPE pipe > 10' in depth including material (does not include demo of existing pipe)				
118	18" Pipe	LF	\$ 123.00	1.00	\$ 123.00
119	24" Pipe	LF	\$ 144.00	1.00	\$ 144.00
120	30" Pipe	LF	\$ 146.00	1.00	\$ 146.00
121	36" Pipe	LF	\$ 170.00	1.00	\$ 170.00
122	42" Pipe	LF	\$ 196.00	1.00	\$ 196.00
123	48" Pipe	LF	\$ 216.00	1.00	\$ 216.00
124	54" Pipe	LF	\$ 231.00	1.00	\$ 231.00

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:		CSTE INC.			
125	60" Pipe	LF	\$ 245.00	1.00	\$ 245.00
126	66" Pipe	LF	\$ 378.00	1.00	\$ 378.00
127	72" Pipe	LF	\$ 481.00	1.00	\$ 481.00
	Installation of CMP pipe < 10' in depth including material (does not include demo of existing pipe)				
128	18" Pipe	LF	\$ 65.00	1.00	\$ 65.00
129	24" Pipe	LF	\$ 72.00	1.00	\$ 72.00
130	30" Pipe	LF	\$ 92.00	1.00	\$ 92.00
131	36" Pipe	LF	\$ 129.00	1.00	\$ 129.00
132	42" Pipe	LF	\$ 148.00	1.00	\$ 148.00
133	48" Pipe	LF	\$ 166.00	1.00	\$ 166.00
134	54" Pipe	LF	\$ 248.00	1.00	\$ 248.00
135	60" Pipe	LF	\$ 304.00	1.00	\$ 304.00
136	66" Pipe	LF	\$ 440.00	1.00	\$ 440.00
137	72" Pipe	LF	\$ 480.00	1.00	\$ 480.00
	Installation of CMP pipe > 10' in depth including material (does not include demo of existing pipe)				
138	18" Pipe	LF	\$ 124.00	1.00	\$ 124.00
139	24" Pipe	LF	\$ 138.00	1.00	\$ 138.00
140	30" Pipe	LF	\$ 145.00	1.00	\$ 145.00
141	36" Pipe	LF	\$ 173.00	1.00	\$ 173.00
142	42" Pipe	LF	\$ 177.00	1.00	\$ 177.00
143	48" Pipe	LF	\$ 205.00	1.00	\$ 205.00
144	54" Pipe	LF	\$ 255.00	1.00	\$ 255.00
145	60" Pipe	LF	\$ 388.00	1.00	\$ 388.00
146	66" Pipe	LF	\$ 440.00	1.00	\$ 440.00
147	72" Pipe	LF	\$ 495.00	1.00	\$ 495.00
	Installation of RCP pipe < 10' in depth including material (does not include demo of existing pipe)				
148	18" Pipe	LF	\$ 68.00	1.00	\$ 68.00
149	24" Pipe	LF	\$ 78.00	1.00	\$ 78.00
150	30" Pipe	LF	\$ 92.00	1.00	\$ 92.00
151	36" Pipe	LF	\$ 115.00	1.00	\$ 115.00
152	42" Pipe	LF	\$ 149.00	1.00	\$ 149.00
153	48" Pipe	LF	\$ 155.00	1.00	\$ 155.00
154	54" Pipe	LF	\$ 241.00	1.00	\$ 241.00
155	60" Pipe	LF	\$ 251.00	1.00	\$ 251.00
156	66" Pipe	LF	\$ 350.00	1.00	\$ 350.00
157	72" Pipe	LF	\$ 450.00	1.00	\$ 450.00
	Installation of RCP pipe > 10' in depth including material (does not include demo of existing pipe)				

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:		CSTE INC.			
158	18" Pipe	LF	\$ 74.00	1.00	\$ 74.00
159	24" Pipe	LF	\$ 95.00	1.00	\$ 95.00
160	30" Pipe	LF	\$ 107.00	1.00	\$ 107.00
161	36" Pipe	LF	\$ 129.00	1.00	\$ 129.00
162	42" Pipe	LF	\$ 174.00	1.00	\$ 174.00
163	48" Pipe	LF	\$ 212.00	1.00	\$ 212.00
164	54" Pipe	LF	\$ 259.00	1.00	\$ 259.00
165	60" Pipe	LF	\$ 280.00	1.00	\$ 280.00
166	66" Pipe	LF	\$ 377.00	1.00	\$ 377.00
167	72" Pipe	LF	\$ 461.00	1.00	\$ 461.00
	Demo and Replace Sidewalk (Per Alpharetta STD. 902)				
168	Demo and replace 4' sidewalk	LF	\$ 28.00	1.00	\$ 28.00
169	Demo and replace 5' sidewalk	LF	\$ 35.00	1.00	\$ 35.00
170	Demo and replace 6' sidewalk	LF	\$ 42.00	1.00	\$ 42.00
171	Demo and replace 7' sidewalk	LF	\$ 49.00	1.00	\$ 49.00
172	Demo and replace 8' sidewalk	LF	\$ 56.00	1.00	\$ 56.00
173	Demo and replace 10' sidewalk	LF	\$ 70.00	1.00	\$ 70.00
	Demo and Replace Reinforced sidewalk				
174	Demo existing and reinstall 4' Reinforced sidewalk	LF	\$ 34.00	1.00	\$ 34.00
175	Demo existing and reinstall 5' Reinforced sidewalk	LF	\$ 42.50	1.00	\$ 42.50
176	Demo existing and reinstall 6' Reinforced sidewalk	LF	\$ 51.00	1.00	\$ 51.00
177	Demo existing and reinstall 7' Reinforced sidewalk	LF	\$ 59.50	1.00	\$ 59.50
178	Demo existing and reinstall 8' Reinforced sidewalk	LF	\$ 68.00	1.00	\$ 68.00
179	Demo existing and reinstall 10' Reinforced sidewalk	LF	\$ 85.00	1.00	\$ 85.00
	Demo and Replace Handicap Ramps (per Alpharetta STD. 902)				
180	Demo and replace Type A handicap ramp	EA	\$ 900.00	1.00	\$ 900.00
181	Demo and replace Skewed Type A handicap ramp	EA	\$ 950.00	1.00	\$ 950.00
182	Demo and replace Type B handicap ramp	EA	\$ 900.00	1.00	\$ 900.00
183	Demo and replace Type C handicap ramp	EA	\$ 950.00	1.00	\$ 950.00
184	Demo and replace Type D handicap ramp	EA	\$ 900.00	1.00	\$ 900.00
185	Demo and replace Skewed Type D handicap ramp	EA	\$ 950.00	1.00	\$ 950.00
	Demo and Replace Residential Driveway Apron (per GDOT STD. A1)				
186	Apron replacement	CY	\$ 575.00	1.00	\$ 575.00
187	Decorative Brick paver inlay	SF	\$ 22.00	1.00	\$ 22.00
188	Decorative Brick paver edging	SF	\$ 21.00	1.00	\$ 21.00
	Demo and Replace Commercial Driveway Apron (per Alpharetta STD. 951)				
189	Apron replacement	CY	\$ 680.00	1.00	\$ 680.00

RFP 24-122, Stormwater Repair Unit Price Contract
Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:		CSTE INC.			
	Demo and Replace Curb and gutter (per Alpharetta STD. 901)				
190	Curb & Gutter 6"x24"x12" High Back	LF	\$ 38.00	1.00	\$ 38.00
191	Curb & Gutter 6"x30"x12" High Back	LF	\$ 39.00	1.00	\$ 39.00
192	Curb & Gutter 6"x30"x14" High Back	LF	\$ 45.00	1.00	\$ 45.00
193	Curb & Gutter 6"x24"x14" High Back	LF	\$ 43.00	1.00	\$ 43.00
194	Header Curb (Height Varies)	CY	\$ 550.00	1.00	\$ 550.00
195	Flush Curb	LF	\$ 41.00	1.00	\$ 41.00
	Demo and Replace Roll Back curb and gutter				
196	Demo and replace 24" Roll back curb	LF	\$ 38.00	1.00	\$ 38.00
197	Demo and replace 18" Roll back curb	LF	\$ 35.00	1.00	\$ 35.00
	Demo and Replace Mountable Curb (per Alpharetta STD. 905)				
198	Mountable Curb and Gutter	LF	\$ 38.00	1.00	\$ 38.00
199	Mountable Header Curb	LF	\$ 41.00	1.00	\$ 41.00
	Demo and Replace median/ porkchop island				
200	Demo and Replace median/ porkchop island	CY	\$ 550.00	1.00	\$ 550.00
	Concrete street repair				
201	Demo, compact base, and repour street	CY	\$ 650.00	1.00	\$ 650.00
202	Demo, compact base, and repour street using high early DOT mix	CY	\$ 750.00	1.00	\$ 750.00
	Stucture adjustment within concrete area				
203	Water valve adjusted to grade	LS	\$ 770.00	1.00	\$ 770.00
204	Water meter adjusted to grade	LS	\$ 790.00	1.00	\$ 790.00
205	Manhole adjusted to grade	VF	\$ 1,250.00	1.00	\$ 1,250.00
206	Traffic box adjusted to grade	LS	\$ 1,250.00	1.00	\$ 1,250.00
	Earthwork & Grading				
207	Clear and grubbing	SY	\$ 6.50	1.00	\$ 6.50
208	Channel / Ditch Excavation	CY	\$ 26.00	1.00	\$ 26.00
209	Haul-Off Soil Material	CY	\$ 48.00	1.00	\$ 48.00
210	Finish Grading	SY	\$ 9.75	1.00	\$ 9.75
211	Debris Removal	CY	\$ 8.25	1.00	\$ 8.25
	Erosion Control/Landscaping				
212	Fill Dirt (Acquire and Place)	CY	\$ 78.00	1.00	\$ 78.00
213	Screened Top Soil (Acquire and Place)	CY	\$ 76.00	1.00	\$ 76.00
214	Stone Rip Rap Type I in Place	Ton	\$ 91.00	1.00	\$ 91.00
215	Stone Rip Rap Type II in Place	Ton	\$ 81.50	1.00	\$ 81.50
216	Stone Rip Rap Type III in Place	Ton	\$ 75.00	1.00	\$ 75.00
217	Seed & Straw (Permanent Grassing)	SF	\$ 0.30	1.00	\$ 0.30
218	Seed & Straw (Temp Grassing)	SF	\$ 0.29	1.00	\$ 0.29

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:		CSTE INC.			
219	Sodding Complete - Fescue	SF	\$ 2.10	1.00	\$ 2.10
220	Sodding Complete - Bermuda	SF	\$ 2.10	1.00	\$ 2.10
221	Sodding Complete - Zoyzia	SF	\$ 2.15	1.00	\$ 2.15
222	Sodding Complete - Centipede	SF	\$ 2.15	1.00	\$ 2.15
223	Pine Straw	SF	\$ 0.29	1.00	\$ 0.29
224	Straw Mulch	SF	\$ 0.26	1.00	\$ 0.26
225	Type "C" silt fence or equivalent reinforcement per 2016 version of the Georgia Erosion and Sediment Control Manual	LF	\$ 7.00	1.00	\$ 7.00
226	Straw bale check dams (CD-Hb) Per 2016 GESCM	EA	\$ 260.00	1.00	\$ 260.00
227	Geotextile Fabric (installed)	SF	\$ 2.85	1.00	\$ 2.85
228	GA.DOT approved Erosion Control Ditch Matting (installed)	LF	\$ 12.00	1.00	\$ 12.00
229	Hardwood Mulch (Non Dyed)	SF	\$ 0.95	1.00	\$ 0.95
230	Hardwood Mulch (Dyed)	SF	\$ 0.95	1.00	\$ 0.95
Miscellaneous Items					
231	Debris Removal, Tandem Dump Truck	CY	\$ 125.00	1.00	\$ 125.00
232	Removal of Existing Drainage Structure	CY	\$ 80.00	1.00	\$ 80.00
233	Horizontal installation of Biobarrier under sidewalk	LF	\$ 0.31	1.00	\$ 0.31
234	Stone #57 in place	Ton	\$ 72.00	1.00	\$ 72.00
235	Surge Stone in place	Ton	\$ 62.00	1.00	\$ 62.00
236	No.3's and 4' Stone in place	Ton	\$ 62.00	1.00	\$ 62.00
237	Crusher Run in place	Ton	\$ 40.00	1.00	\$ 40.00
238	Class "A" Poured in Place 3000 PSI Concrete	CY	\$ 720.00	1.00	\$ 720.00
239	Excavatable Flowable Fill	CY	\$ 400.00	1.00	\$ 400.00
240	Non Excavatable Flowable Fill	CY	\$ 425.00	1.00	\$ 425.00
241	3500 PSI Mix	CY	\$ 285.00	1.00	\$ 285.00
242	4000 PSI Mix	CY	\$ 350.00	1.00	\$ 350.00
243	5000 PSI Mix	CY	\$ 450.00	1.00	\$ 450.00
244	Obtain and install Tree Save per STD.L-6	LF	\$ 7.50	1.00	\$ 7.50
245	Grout inside of brick structure	VF	\$ 95.00	1.00	\$ 95.00

ITEM #	Description	Unit	Unit Price	Quantity	Total Costs
	Installation of HDPE pipe < 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -
	Installation of HDPE pipe > 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -
	Installation of CMP pipe < 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -

	Installation of CMP pipe > 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -
	Installation of RCP pipe < 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -
	Installation of RCP pipe > 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -

CITY OF ALPHARETTA

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name: CSTE INC.

ITEM #	Description	Unit	Unit Price	Quantity	Extended Price
	Traffic Control				
1	Traffic Control Major (Warning signs, lane closures, Flaggers, etc.)	DA	2214.5	10.00	\$ 22,145.00
2	Traffic Control Minor (Warning signs, Work Zone Safety, etc..)	DA	650	2.00	\$ 1,300.00
	Existing/Precast Headwalls (per Alpharetta STD. 232)				
3	Precast Headwall for 18" Pipe	EA			\$ -
4	Precast Headwall for 24" Pipe	EA	\$ 2,549.25	2.00	\$ 5,098.50
5	Precast Headwall for 30" Pipe	EA			\$ -
6	Precast Headwall for 36" Pipe	EA			\$ -
7	Precast Headwall for 42" Pipe	EA	\$ 3,399.00	2.00	\$ 6,798.00
8	Precast Headwall for 48" Pipe	EA			\$ -
9	Reset Existing Headwall 18"	EA			\$ -
10	Reset Existing Headwall 24"	EA	\$ 1,751.00	3.00	\$ 5,253.00
11	Reset Existing Headwall 30"	EA			\$ -
12	Reset Existing Headwall 36"	EA	\$ 2,060.00	2.00	\$ 4,120.00
13	Reset Existing Headwall 42"	EA			\$ -
14	Reset Existing Headwall 48"	EA			\$ -
	Cast-In_Place Concrete Headwall				
15	Cast-n-Place Conc HW-DeKalb Std	CY			\$ -
16	Cast-n-Place Conc HW-GDOT Det 1125	CY	\$ 2,317.50	20.00	\$ 46,350.00
	Storm Drain Catch Basins Tops and Throats (per Alpharetta STD. 200, 201, 205				
17	Demo and replace single wing catch basin top	EA	\$ 3,500.00	3.00	\$ 10,500.00
18	Demo and replace double wing catch basin top	EA	\$ 3,500.00	3.00	\$ 10,500.00
19	Demo and replance single wing throat inlet	EA	\$ 4,500.00	3.00	\$ 13,500.00
20	Demo and replace double wing throat inlet	EA	\$ 4,500.00	3.00	\$ 13,500.00
21	Demo and replace single wing catch basin top with 5000 PSI concrete Mix	EA	\$ 3,650.00	2.00	\$ 7,300.00
22	Demo and replace double wing catch basin top with 5000 PSI concrete Mix	EA	\$ 3,650.00	2.00	\$ 7,300.00
	Install Square Brick Inlets (per Alpharetta STD. 210)				
23	4' Sq Brck Inlets w/Flush Grte	VF			\$ -
24	5' Sq Brck Inlets w/Flush Grte	VF			\$ -
25	6' Sq Brck Inlets w/Flush Grte	VF			\$ -
26	4' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 824.00	2.00	\$ 1,648.00
27	5' Sq Brck Inlet w/Curb Hd & Grte	VF			\$ -
28	6' Sq Brck Inlet w/Curb Hd & Grte	VF			\$ -
29	4' Sq Brck Inlet w/Ped Top Grate	VF			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:	CSTE INC.				
30	5' Sq Brck Inlet w/Ped Top Gate	VF			\$ -
31	6' Sq Brck Inlet w/Ped Top Gate	VF			\$ -
	Install Brick Round Inlets (per Alpharetta STD 210)				
32	4' Round Brick Inlets w/Flush Gate	VF			\$ -
33	5' Round Brick Inlet w/Flush Gate	VF			\$ -
34	6' Round Brick Inlet w/Flush Gate	VF			\$ -
35	4' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$ -
36	5' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$ -
37	6' Rnd Brick Inlet w/Curb Hd & Grte	VF			\$ -
38	4' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$ -
39	5' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$ -
40	6' Rnd Brick w/Ped T&Gr or MH R/C	VF			\$ -
	Install Precast Square Inlets				
41	4' Sq Precast Inlets w/Flh Gate	VF			\$ -
42	5' Sq Precast Inlets w/Flh Gate	VF			\$ -
43	6' Sq Precast Inlets w/Flh Gate	VF			\$ -
44	4' Sq Precast Inlet w/Crb H & Grte	VF	\$ 803.00	2.00	\$ 1,606.00
45	5' Sq Precast Inlet w/Crb H & Grte	VF			\$ -
46	6' Sq Precast Inlet w/Crb H & Grte	VF			\$ -
47	4' Sq Precast Inlet w/Ped Top Gate	VF			\$ -
48	5' Sq Precast Inlet w/Ped Top Gate	VF			\$ -
49	6' Sq Precast Inlet w/Ped Top Gate	VF			\$ -
	Install Precast Round Inlets (per Alpharetta STD. 204)				
50	4' Rnd Prcast Inlets w/Flsh Grte	VF			\$ -
51	5' Rnd Prcast Inlets w/Flsh Grte	VF			\$ -
52	6' Rnd Prcast Inlets w/Flsh Grte	VF			\$ -
53	4' Rnd Prcast Inlet w/Crb Hd & Grte	VF	\$ 824.00	2.00	\$ 1,648.00
54	5' Rnd Prcast Inlet w/Crb Hd & Grte	VF			\$ -
55	6' Rnd Prcast Inlet w/Crb Hd & Grte	VF			\$ -
56	4' Rnd Prcast Inlet w/Ped Top Gate	VF			\$ -
57	5' Rnd Prcast Inlet w/Ped Top Gate	VF			\$ -
58	6' Rnd Prcast Inlet w/Ped Top Gate	VF			\$ -
	Install Square Brick Manholes (per Alpharetta STD. 220)				
59	4' Sq Brick MH w/ Ring & Cover	VF	\$ 803.40	4.00	\$ 3,213.60
60	5' Sq Brick MH w/ Ring & Cover	VF			\$ -
61	6' Sq Brick MH w/ Ring & Cover	VF			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name: **CSTE INC.**

	Install Round Brick Manholes (per Alpharetta STD. 220)				
62	4' Rnd Brick MH w/ Ring & Cover	VF			\$ -
63	5' Rnd Brick MH w/ Ring & Cover	VF			\$ -
64	6' Rnd Brick MH w/ Ring & Cover	VF			\$ -
	Install Square PreCast Manholes	VF			
65	4' Sq Brick MH w/ Ring & Cover	VF			\$ -
66	5' Sq Brick MH w/ Ring & Cover	VF			\$ -
67	6' Sqr Brick MH w/ Ring & Cover	VF			\$ -
	Install Round Precast Manholes (per Alpharetta STD. 204)				
68	4' Rnd Brick MH w/ Ring & Cover	VF			\$ -
69	5' Rnd Brick MH w/ Ring & Cover	VF			\$ -
70	6' Rnd Brick MH w/ Ring & Cover	VF			\$ -
	Misc & Special Structures/Components				
71	4' Dia Pedestal Top installed w Inlet F/G	EA	\$ 1,287.00	1.00	\$ 1,287.00
72	5' Dia Pedestal Top installed w Inlet F/G	EA			\$ -
73	6' Dia Pedestal Top installed w Inlet F/G	EA			\$ -
74	4' Dia Pedestal Top installed wMH R/C	EA	\$ 1,081.50	1.00	\$ 1,081.50
75	5' Dia Pedestal Top installed w MH R/C	EA			\$ -
76	6' Dia Pedestal Top installed w MH R/C	EA			\$ -
77	4' Dia Round to square installed	EA			\$ -
78	5' Dia Round to square installed	EA			\$ -
79	6' Dia Round to square installed	EA			\$ -
80	Uncover Buried JB (4')	EA	\$ 1,802.50	4.00	\$ 7,210.00
81	Uncover Buried JB (4'-8')	EA			\$ -
82	Uncover Buried JB (8'-11.9')	EA			\$ -
83	Uncover Buried JB (>12')	EA			\$ -
84	4' Riser installed	VF	\$ 226.00	1.00	\$ 226.00
85	5' Riser installed	VF			\$ -
86	6' Riser installed	VF			\$ -
87	4' Cone Riser installed wMH R/C	EA			\$ -
88	5'Cone Riser installed wMH R/C	EA			\$ -
89	6'Cone Riser installed wMH R/C	EA			\$ -
90	4' square precast slab for brick structure base	EA	\$ 803.40	2.00	\$ 1,606.80
91	5' square precast slab for brick structure base	EA			\$ -
92	6' square precast slab for brick structure base	EA			\$ -
	Grout / sealing of Structure < 10' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:	CSTE INC.				
93	4' diameter structure	EA	\$ 618.00	3.00	\$ 1,854.00
94	5' diameter structure	EA			\$ -
95	6' diameter structure	EA			\$ -
	Structure invert installation				
96	Invert Installation, 4' Dia	EA	\$ 489.25	3.00	\$ 1,467.75
97	Invert Installation, 5' Dia	EA			\$ -
98	Invert Installation, 6' Dia	EA			\$ -
	Demo and replace existing paved invert				
99	Demo existing and Invert Installation, 4' Dia	EA	\$ 618.00	2.00	\$ 1,236.00
100	Demo existing and Invert Installation, 5' Dia	EA			\$ -
101	Demo existing and Invert Installation, 6' Dia	EA			\$ -
	Grout / sealing of Structure 10' - 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
102	4' diameter structure	EA	\$ 952.75	1.00	\$ 952.75
103	5' diameter structure	EA			\$ -
104	6' diameter structure	EA			\$ -
	Grout / sealing of Structure > 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
105	4' diameter structure	EA			\$ -
106	5' diameter structure	EA			\$ -
107	6' diameter structure	EA			\$ -
	Installation of HDPE pipe < 10' in depth including material (does not include demo of existing pipe)				
108	18" Pipe	LF			\$ -
109	24" Pipe	LF			\$ -
110	30" Pipe	LF			\$ -
111	36" Pipe	LF			\$ -
112	42" Pipe	LF			\$ -
113	48" Pipe	LF			\$ -
114	54" Pipe	LF			\$ -
115	60" Pipe	LF			\$ -
116	66" Pipe	LF			\$ -
117	72" Pipe	LF			\$ -
	Installation of HDPE pipe > 10' in depth including material (does not include demo of existing pipe)				
118	18" Pipe	LF			\$ -
119	24" Pipe	LF	\$ 144.00	80.00	\$ 11,520.00
120	30" Pipe	LF			\$ -
121	36" Pipe	LF			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name: CSTE INC.

122	42" Pipe	LF			\$ -
123	48" Pipe	LF			\$ -
124	54" Pipe	LF			\$ -
125	60" Pipe	LF			\$ -
126	66" Pipe	LF			\$ -
127	72" Pipe	LF			\$ -
	Installation of CMP pipe < 10' in depth including material (does not include demo of existing pipe)				
128	18" Pipe	LF			\$ -
129	24" Pipe	LF			\$ -
130	30" Pipe	LF			\$ -
131	36" Pipe	LF			\$ -
132	42" Pipe	LF			\$ -
133	48" Pipe	LF			\$ -
134	54" Pipe	LF			\$ -
135	60" Pipe	LF			\$ -
136	66" Pipe	LF			\$ -
137	72" Pipe	LF			\$ -
	Installation of CMP pipe > 10' in depth including material (does not include demo of existing pipe)				
138	18" Pipe	LF			\$ -
139	24" Pipe	LF	\$ 138.00	60.00	\$ 8,280.00
140	30" Pipe	LF			\$ -
141	36" Pipe	LF	\$ 173.00	60.00	\$ 10,380.00
142	42" Pipe	LF			\$ -
143	48" Pipe	LF			\$ -
144	54" Pipe	LF			\$ -
145	60" Pipe	LF			\$ -
146	66" Pipe	LF			\$ -
147	72" Pipe	LF	\$ 495.00	20.00	\$ 9,900.00
	Installation of RCP pipe < 10' in depth including material (does not include demo of existing pipe)				
148	18" Pipe	LF			\$ -
149	24" Pipe	LF			\$ -
150	30" Pipe	LF			\$ -
151	36" Pipe	LF			\$ -
152	42" Pipe	LF			\$ -
153	48" Pipe	LF			\$ -
154	54" Pipe	LF			\$ -
155	60" Pipe	LF			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name: **CSTE INC.**

156	66" Pipe	LF			\$ -
157	72" Pipe	LF			\$ -
	Installation of RCP pipe > 10' in depth including material (does not include demo of existing pipe)				
158	18" Pipe	LF			\$ -
159	24" Pipe	LF	\$ 95.00	25.00	\$ 2,375.00
160	30" Pipe	LF			\$ -
161	36" Pipe	LF	\$ 129.00	25.00	\$ 3,225.00
162	42" Pipe	LF			\$ -
163	48" Pipe	LF			\$ -
164	54" Pipe	LF			\$ -
165	60" Pipe	LF			\$ -
166	66" Pipe	LF			\$ -
167	72" Pipe	LF			\$ -
	Demo and Replace Sidewalk (Per Alpharetta STD. 902)				
168	Demo and replace 4' sidewalk	LF			\$ -
169	Demo and replace 5' sidewalk	LF	\$ 35.00	250.00	\$ 8,750.00
170	Demo and replace 6' sidewalk	LF			\$ -
171	Demo and replace 7' sidewalk	LF			\$ -
172	Demo and replace 8' sidewalk	LF	\$ 56.00	100.00	\$ 5,600.00
173	Demo and replace 10' sidewalk	LF			\$ -
	Demo and Replace Reinforced sidewalk				
174	Demo existing and reinstall 4' Reinforced sidewalk	LF			\$ -
175	Demo existing and reinstall 5' Reinforced sidewalk	LF			\$ -
176	Demo existing and reinstall 6' Reinforced sidewalk	LF			\$ -
177	Demo existing and reinstall 7' Reinforced sidewalk	LF			\$ -
178	Demo existing and reinstall 8' Reinforced sidewalk	LF	\$ 68.00	100.00	\$ 6,800.00
179	Demo existing and reinstall 10' Reinforced sidewalk	LF			\$ -
	Demo and Replace Handicap Ramps (per Alpharetta STD. 902)				
180	Demo and replace Type A handicap ramp	EA			\$ -
181	Demo and replace Skewed Type A handicap ramp	EA			\$ -
182	Demo and replace Type B handicap ramp	EA	\$ 900.00	5.00	\$ 4,500.00
183	Demo and replace Type C handicap ramp	EA			\$ -
184	Demo and replace Type D handicap ramp	EA			\$ -
185	Demo and replace Skewed Type D handicap ramp	EA	\$ 950.00	5.00	\$ 4,750.00
	Demo and Replace Residential Driveway Apron (per GDOT STD. A1)				
186	Apron replacement	CY	\$ 575.00	3.00	\$ 1,725.00
187	Decorative Brick paver inlay	SF			\$ -

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name: CSTE INC.

188	Decorative Brick paver edging	SF			\$	-
	Demo and Replace Commercial Driveway Apron (per Alpharetta STD 951)					
189	Apron replacement	CY	\$ 680.00	1.00	\$	680.00
	Demo and Replace Curb and gutter (per Alpharetta STD. 901)					
190	Curb & Gutter 6"x24"x12" High Back	LF	\$ 38.00	250.00	\$	9,500.00
191	Curb & Gutter 6"x30"x12" High Back	LF			\$	-
192	Curb & Gutter 6"x30"x14" High Back	LF			\$	-
193	Curb & Gutter 6"x24"x14" High Back	LF			\$	-
194	Header Curb (Height Varies)	CY			\$	-
195	Flush Curb	LF	\$ 41.00	150.00	\$	6,150.00
	Demo and Replace Roll Back curb and gutter					
196	Demo and replace 24" Roll back curb	LF	\$ 38.00	50.00	\$	1,900.00
197	Demo and replace 18" Roll back curb	LF			\$	-
	Demo and Replace Mountable Curb (per Alpharetta STD. 905)					
198	Mountable Curb and Gutter	LF			\$	-
199	Mountable Header Curb	LF			\$	-
	Demo and Replace median/ porkchop island					
200	Demo and Replace median/ porkchop island	CY			\$	-
	Concrete street repair					
201	Demo, compact base, and repour street	CY			\$	-
202	Demo, compact base, and repour street using high early DOT mix	CY	\$ 750.00	50.00	\$	37,500.00
	Stucture adjustment within concrete area					
203	Water valve adjusted to grade	LS	\$ 770.00	1.00	\$	770.00
204	Water meter adjusted to grade	LS	\$ 790.00	1.00	\$	790.00
205	Manhole adjusted to grade	VF			\$	-
206	Traffic box adjusted to grade	LS			\$	-
	Earthwork & Grading					
207	Clear and grubbing	SY			\$	-
208	Channel / Ditch Excavation	CY	\$ 26.00	100.00	\$	2,600.00
209	Haul-Off Soil Material	CY	\$ 48.00	20.00	\$	960.00
210	Finish Grading	SY	\$ 9.75	100.00	\$	975.00
211	Debris Removal	CY	\$ 8.25	25.00	\$	206.25
	Erosion Control/Landscaping					
212	Fill Dirt (Acquire and Place)	CY	\$ 78.00	25.00	\$	1,950.00
213	Screened Top Soil (Acquire and Place)	CY	\$ 76.00	20.00	\$	1,520.00
214	Stone Rip Rap Type I in Place	Ton			\$	-

RFP 24-122, Stormwater Repair Unit Price Contract

Sample Project

Directions: Complete the highlighted sections. The extended prices and total will auto-calculate.

Offeror's Name:	CSTE INC.				
215	Stone Rip Rap Type II in Place	Ton			\$ -
216	Stone Rip Rap Type III in Place	Ton	\$ 75.00	22.00	\$ 1,650.00
217	Seed & Straw (Permanent Grassing)	SF			\$ -
218	Seed & Straw (Temp Grassing)	SF	\$ 0.29	100.00	\$ 29.00
219	Sodding Complete - Fescue	SF			\$ -
220	Sodding Complete - Bermuda	SF	\$ 2.10	150.00	\$ 315.00
221	Sodding Complete - Zoyzia	SF			\$ -
222	Sodding Complete - Centipede	SF			\$ -
223	Pine Straw	SF	\$ 0.29	100.00	\$ 29.00
224	Straw Mulch	SF			\$ -
225	Type "C" silt fence or equivalent reinforcement per 2016 version of the Georgia Erosion and Sediment Control Manual	LF	\$ 7.00	150.00	\$ 1,050.00
226	Straw bale check dams (CD-Hb) Per 2016 GESCM	EA			\$ -
227	Geotextile Fabric (installed)	SF	\$ 2.85	60.00	\$ 171.00
228	GA.DOT approved Erosion Control Ditch Matting (installed)	LF			\$ -
229	Hardwood Mulch (Non Dyed)	SF			\$ -
230	Hardwood Mulch (Dyed)	SF			\$ -
	Miscellaneous Items				
231	Debris Removal, Tandem Dump Truck	CY	\$ 125.00	36.00	\$ 4,500.00
232	Removal of Existing Drainage Structure	CY	\$ 80.00	36.00	\$ 2,880.00
233	Horizontal installation of Biobarrier under sidewalk	LF	\$ 0.31	50.00	\$ 15.50
234	Stone #57 in place	Ton	\$ 72.00	18.00	\$ 1,296.00
235	Surge Stone in place	Ton			\$ -
236	No.3's and 4' Stone in place	Ton			\$ -
237	Crusher Run in place	Ton	\$ 40.00	18.00	\$ 720.00
238	Class "A" Poured in Place 3000 PSI Concrete	CY			\$ -
239	Excavatable Flowable Fill	CY	\$ 400.00	14.00	\$ 5,600.00
240	Non Excavatable Flowable Fill	CY			\$ -
241	3500 PSI Mix	CY			\$ -
242	4000 PSI Mix	CY			\$ -
243	5000 PSI Mix	CY	\$ 450.00	20.00	\$ 9,000.00
244	Obtain and install Tree Save per STD.L-6	LF	\$ 7.50	200.00	\$ 1,500.00
245	Grout inside of brick structure	VF	\$ 95.00	6.00	\$ 570.00
Total Sample Project Cost for RFP 24-122					\$ 351,333.65

ITEM #	Description	Unit	Unit Price	Quantity	Total Costs
	Installation of HDPE pipe < 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -
	Installation of HDPE pipe > 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -
	Installation of CMP pipe < 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -

	Installation of CMP pipe > 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -
	Installation of RCP pipe < 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -
	Installation of RCP pipe > 10' in depth (does not include demo of existing pipe)				
3	18" Pipe	LF			\$ -
4	24" Pipe	LF			\$ -
5	30" Pipe	LF			\$ -
6	36" Pipe	LF			\$ -
7	42" Pipe	LF			\$ -
8	48" Pipe	LF			\$ -
9	54" Pipe	LF			\$ -



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.

1731841

Federal Work Authorization User Identification Number

CSTE INC.

Name of Contractor

02/08/2024

Date of Authorization

RFP 24-122 Stormwater Repair Unit Price Contract

Name of Project

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

Executed date **06/03/2024** in **Marietta** (city), **Georgia** (state).

Signature of Authorized Officer or Agent

Joe D Clark Jr. / President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS **30** DAY OF **June**, 20**24**



My Commission Expires: **10/7/24**

(Notary Name)



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: **RFP 24-122 Stormwater Repair Unit Price Contract**

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.

CSTE INC.

Company Name

Signature of Authorized Officer or Agent

06/03/2024

Date

Joe D Clark Jr. / President

Printed Name & Title of Authorized Officer or Agent

1337 Canton Rd. Ste. K, Marietta Ga. 30066

Company Address

Subscribed and sworn before me on this the

3rd day of **June**, 20**24**

Notary Public

My Commission Expires
(Notary Stamp)



Question Set 1: Acknowledgements

#	Question	Response	Comment	Status
1.0.1	Acknowledgement of Addenda, enter the number of addenda received, Response Type: 0, 1, 2, etc.	0	There is no addenda	Complete
1.0.2	Acknowledgement of Insurance Requirement, Response Type: Yes, No entry.	Yes	no entry	Complete
1.0.3	Acknowledge Payment & Performance Bonds/ Retainage, Response type: Yes or No	Yes	no entry	Complete
3 Questions		100.00% Complete		

Question Set 2: Required Information

#	Question	Response	Comment	Status
2.0.1	Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: text entry.	Yes	Joe D Clark Jr President, joe@csteinc.com	Complete
2.0.2	Contact for legal notices-needed for contracting: Business name and mailing address, contact name, Response Type: text entry.	Yes	CSTE Inc., 1337 Canton Rd. Ste. K, Marietta, Ga. 30066, Cherrice Chappell	Complete
2.0.3	Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	Yes	MZGZMCZDVJE3	Complete
2.0.4	Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: text entry.	Yes	Joe D Clark Jr President, joe@csteinc.com	Complete
2.0.5	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.	less than 100 employees	No Text	Complete
5 Questions		100.00% Complete		

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 execution, by and between CSTE, Inc., a Virginia corporation with its principal office located at 307 Oyster Point Road, Newport News, VA, 23602 (the "*Consultant*") 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 May 2, 2024 (the "*RFP*"), including any addenda thereto, and the Contractor's Proposal dated June 3, 2024 (the "*Proposal*"), all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided, however, to the extent any of 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 will control. Subject to the foregoing, if there is a conflict between the language in the RFP and the Proposal, the language in the former will govern.
2. Scope of Services. The Consultant's duties and scope of services are specifically set forth in the RFP (the "*Work*") and, in general, include, but may not be limited to, storm structure repair, sidewalk installation/repair and maintenance at various locations throughout the City of Alpharetta. Work will include the furnishing of all materials, labor, and equipment for infrastructure maintenance and drainage repairs, including, but not limited to, the demolition and replacement of structure tops and throats, the demolition and replacement of curb and gutter, the demolition and replacement of sidewalk, the demolition and replacement of drainage structures and manholes, the grouting of manholes, the performance of general maintenance to existing structures, the removal and restoration of landscaping, all required traffic control, and the performance of other work related to drainage improvements. The projects will be assigned in larger task orders which can include various locations and several different types of infrastructure repairs.
3. Contract Prices. As finally awarded by the City, the City will pay Consultant in accordance with the Proposal a fee in accordance with the unit costs established in Consultant's Proposal and as finally awarded by the City for Consultant's performance of Work.

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

Invoices must be sent to:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attn: Josh Chance

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

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

- (a) Commencement of Work. The Consultant must not proceed to perform the Work until on or after contract execution and receipt of the Notice to Proceed.
- (b) Time for Performance. From receipt of the Notice to Proceed, the Consultant shall perform the Work in accordance with the project schedule mutually agreed to by the parties prior to the commencement of Work until completion. The Consultant shall fully perform and complete the Work, including the full development and storm structure repair.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Consultant 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.

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 Consultant. In the event 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.

As required by O.C.G.A. § 36-60-13, this Contract will automatically and absolutely terminate without further obligation on the City on the last day of its fiscal year, each year of the term of this Contract, and furthermore, this Contract shall automatically renew on the first day of its fiscal year, each year of the term of this Contract, unless written notice is given by the City of its intent to terminate the Agreement at least sixty (60) days prior to the last day of any given fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until

fully paid for by the City (if any such transfer of title is applicable to this Contract).

6. Representations and Warranties. Consultant represents and warrants that:
 - (a) 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 will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (b) Consultant 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) Consultant 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 Consultant under this Contract will be conducted 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
 - (e) Consultant, 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 Consultant 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. 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 will supply copies of any such licenses, certifications or permits to the City upon request.
8. Insurance.
 - (a) Insurance Generally. Consultant must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Consultant is self-insured, Consultant must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant 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 Consultant. 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 Consultant'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 Consultant'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 Consultant.
- 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. Consultant will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Consultant 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 Consultant'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 Consultant arising from performance or non-performance of this Contract. Failure on the part of the Consultant 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. Consultant must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant 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. Consultant must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

9. Indemnification. Consultant 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 Consultant or other persons employed or utilized by the Consultant 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 Consultant Personnel.

- (a) No Subcontractors. No subcontractor or consultant will 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 RFP.
- (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Consultant'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 Consultant 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 Consultant has specifically identified certain personnel in the RFP for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Consultant will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the RFP. Consultant 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 Consultant 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, Consultant 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, Consultant 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 Consultant to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Consultant. Consultant 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 Consultant 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. Consultant will have no authority to contract for or bind City in any manner. Consultant 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 Consultant 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 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 will not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.
13. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
 - (a) If to the Consultant, at the following address:

CSTE, Inc.
1337 Canton Road, Suite K
Marietta, GA 30066
Attention: Cherrice Chappell
 - (b) If to the City, at the following address:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attention: Pete Sewczwicz
 - (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. 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 will result in the immediate termination of this Contract by the City. Further, Consultant 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 Consultant'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 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 will 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 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?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

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

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

forward notice to the Consultant 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 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 will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Consultant 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 Consultant, 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 Consultant 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 Consultant's agents and/or subcontractors comply with same. Further, Consultant, 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 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 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 Consultant. The City will 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.
- (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-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.
- (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. Consultant will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Consultant 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, Consultant's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(signature page follows)

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

CSTE, INC.

By: _____
Joe D. Clark, Jr., President

Attest:

By: _____
Joe D. Clark, Jr., President

Date: _____

EXHIBIT "A"

CITY OF ALPHARETTA
RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name:	CSTE INC.				
Item #	Description	Unit	Unit Price	Quantity	Total Costs
	Traffic Control				
1	Traffic Control Major (Warning Signs, Lane Closures, Flaggers, etc.)	DA	\$ 2,214.50	1.00	\$ 2,214.50
2	Traffic Control Minor (Warning Signs, Work Zone Safety, etc.)	DA	\$ 650.00	1.00	\$ 650.00
	Existing/Precast Headwalls (per Alpharetta STD. 232)				
3	Precast Headwall for 18" Pipe	EA	\$ 2,150.00	1.00	\$ 2,150.00
4	Precast Headwall for 24" Pipe	EA	\$ 2,549.25	1.00	\$ 2,549.25
5	Precast Headwall for 30" Pipe	EA	\$ 3,100.00	1.00	\$ 3,100.00
6	Precast Headwall for 36" Pipe	EA	\$ 3,250.00	1.00	\$ 3,250.00
7	Precast Headwall for 42" Pipe	EA	\$ 3,399.00	1.00	\$ 3,399.00
8	Precast Headwall for 48" Pipe	EA	\$ 4,200.00	1.00	\$ 4,200.00
9	Reset Existing Headwall 18"	EA	\$ 1,600.00	1.00	\$ 1,600.00
10	Reset Existing Headwall 24"	EA	\$ 1,751.00	1.00	\$ 1,751.00
11	Reset Existing Headwall 30"	EA	\$ 2,000.00	1.00	\$ 2,000.00
12	Reset Existing Headwall 36"	EA	\$ 2,060.00	1.00	\$ 2,060.00
13	Reset Existing Headwall 42"	EA	\$ 2,500.00	1.00	\$ 2,500.00
14	Reset Existing Headwall 48"	EA	\$ 2,600.00	1.00	\$ 2,600.00
	Cast-In-Place Concrete Headwall				
15	Cast-in-Place Conc. HW-DeKalb Std	CY	\$ 2,250.00	1.00	\$ 2,250.00
16	Cast-in-Place Conc. HW-GDOT Det 1125	CY	\$ 2,317.50	1.00	\$ 2,317.50
	Storm Drain Catch Basins Tops and Throats (per Alpharetta STD. 200, 201, 205)				
17	Demo and replace single wing catch basin top	EA	\$ 3,500.00	1.00	\$ 3,500.00
18	Demo and replace double wing catch basin top	EA	\$ 3,500.00	1.00	\$ 3,500.00
19	Demo and replace single wing throat inlet	EA	\$ 4,500.00	1.00	\$ 4,500.00
20	Demo and replace double wing throat inlet	EA	\$ 4,500.00	1.00	\$ 4,500.00
21	Demo and replace single wing catch basin top with 5000 PSI concrete Mix	EA	\$ 3,650.00	1.00	\$ 3,650.00
22	Demo and replace double wing catch basin top with 5000 PSI concrete Mix	EA	\$ 3,650.00	1.00	\$ 3,650.00
	Install Square Brick Inlets (per Alpharetta STD. 210)				
23	4' Sq Brck Inlets w/Flush Grte	VF	\$ 720.00	1.00	\$ 720.00
24	5' Sq Brck Inlets w/Flush Grte	VF	\$ 780.00	1.00	\$ 780.00
25	6' Sq Brck Inlets w/Flush Grte	VF	\$ 950.00	1.00	\$ 950.00
26	4' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 824.00	1.00	\$ 824.00
27	5' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 900.00	1.00	\$ 900.00
28	6' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 1,020.00	1.00	\$ 1,020.00
29	4' Sq Brck Inlet w/Ped Top Grate	VF	\$ 980.00	1.00	\$ 980.00
30	5' Sq Brck Inlet w/Ped Top Grate	VF	\$ 1,080.00	1.00	\$ 1,080.00

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name: CSTE INC.					
31	6' SqBrck Inlet w/Ped Top Grate	VF	\$ 1,150.00	1.00	\$ 1,150.00
	Install Brick Round Inlets (per Alpharetta STD. 210)				
32	4' Round BrickInlets w/Flush Grate	VF	\$ 720.00	1.00	\$ 720.00
33	5' Round BrickInlet w/Flush Grate	VF	\$ 875.00	1.00	\$ 875.00
34	6' Round BrickInlet w/Flush Grate	VF	\$ 1,220.00	1.00	\$ 1,220.00
35	4' Rnd BrickInlet w/Curb Hd & Grte	VF	\$ 720.00	1.00	\$ 720.00
36	5' Rnd BrickInlet w/Curb Hd & Grte	VF	\$ 920.00	1.00	\$ 920.00
37	6' Rnd BrickInlet w/Curb Hd & Grte	VF	\$ 1,000.00	1.00	\$ 1,000.00
38	4' Rnd Brickw/Ped T&Gr or MHR/C	VF	\$ 880.00	1.00	\$ 880.00
39	5' Rnd Brickw/Ped T&Gr or MHR/C	VF	\$ 1,050.00	1.00	\$ 1,050.00
40	6' Rnd Brickw/Ped T&Gr or MHR/C	VF	\$ 1,200.00	1.00	\$ 1,200.00
	Install Precast Square Inlets				
41	4' SqPrecast Inlets w/Flh Grate	VF	\$ 720.00	1.00	\$ 720.00
42	5' SqPrecast Inlets w/Flh Grate	VF	\$ 860.00	1.00	\$ 860.00
43	6' SqPrecast Inlets w/Flh Grate	VF	\$ 1,025.00	1.00	\$ 1,025.00
44	4' SqPrecast Inlet w/Crb H & Grte	VF	\$ 803.00	1.00	\$ 803.00
45	5' SqPrecast Inlet w/Crb H & Grte	VF	\$ 920.00	1.00	\$ 920.00
46	6' SqPrecast Inlet w/Crb H & Grte	VF	\$ 1,000.00	1.00	\$ 1,000.00
47	4' SqPrecast Inlet w/Ped Top Grate	VF	\$ 850.00	1.00	\$ 850.00
48	5' SqPrecast Inlet w/Ped Top Grate	VF	\$ 1,050.00	1.00	\$ 1,050.00
49	6' SqPrecast Inlet w/Ped Top Grate	VF	\$ 1,100.00	1.00	\$ 1,100.00
	Install Precast Round Inlets (per Alpharetta STD. 204)				
50	4' Rnd Prcast Inlets w/Flsh Grte	VF	\$ 750.00	1.00	\$ 750.00
51	5' Rnd Prcast Inlets w/Flsh Grte	VF	\$ 980.00	1.00	\$ 980.00
52	6' Rnd Prcast Inlets w/Flsh Grte	VF	\$ 1,050.00	1.00	\$ 1,050.00
53	4' Rnd Prcast Inlet w/Crb Hd & Grte	VF	\$ 824.00	1.00	\$ 824.00
54	5' Rnd Prcast Inlet w/Crb Hd & Grte	VF	\$ 975.00	1.00	\$ 975.00
55	6' Rnd Prcast Inlet w/Crb Hd & Grte	VF	\$ 1,050.00	1.00	\$ 1,050.00
56	4' Rnd Prcast Inlet w/Ped Top Grate	VF	\$ 925.00	1.00	\$ 925.00
57	5' Rnd Prcast Inlet w/Ped Top Grate	VF	\$ 1,025.00	1.00	\$ 1,025.00
58	6' Rnd Prcast Inlet w/Ped Top Grate	VF	\$ 1,170.00	1.00	\$ 1,170.00
	Install Square Brick Manholes (per Alpharetta STD. 220)				
59	4' Sq Brick MH w/ Ring & Cover	VF	\$ 803.40	1.00	\$ 803.40
60	5' SqBrick MH w/ Ring & Cover	VF	\$ 930.00	1.00	\$ 930.00
61	6' Sq Brick MH w/ Ring & Cover	VF	\$ 1,050.00	1.00	\$ 1,050.00
	Install Round Brick Manholes (per Alpharetta STD. 220)				

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name: CSTE INC.					
62	4' Rnd BrickMHw/Ring & Cover	VF	\$ 780.00	1.00	\$ 780.00
63	5' Rnd BrickMHw/Ring & Cover	VF	\$ 990.00	1.00	\$ 990.00
64	6' Rnd BrickMHw/Ring & Cover	VF	\$ 1,050.00	1.00	\$ 1,050.00
	Install Square PreCast Manholes				\$ -
65	4' Sq Brick MH w/ Ring & Cover	VF	\$ 780.00	1.00	\$ 780.00
66	5' Sq Brick MH w/ Ring & Cover	VF	\$ 980.00	1.00	\$ 980.00
67	6' Sq Brick MH w/ Ring & Cover	VF	\$ 1,050.00	1.00	\$ 1,050.00
	Install Round Precast Manholes (per Alpharetta STD. 204)				
68	4' Rnd BrickMHw/Ring & Cover	VF	\$ 780.00	1.00	\$ 780.00
69	5' Rnd BrickMHw/Ring & Cover	VF	\$ 990.00	1.00	\$ 990.00
70	6' Rnd BrickMHw/Ring & Cover	VF	\$ 1,050.00	1.00	\$ 1,050.00
	Misc & Special Structures/Components				
71	4' Dia Pedestal Top installed w/Inlet/F/G	EA	\$ 1,287.00	1.00	\$ 1,287.00
72	5' Dia Pedestal Top installed w/Inlet/F/G	EA	\$ 2,150.00	1.00	\$ 2,150.00
73	6' Dia Pedestal Top installed w/Inlet/F/G	EA	\$ 2,900.00	1.00	\$ 2,900.00
74	4' Dia Pedestal Top installed w/MH R/C	EA	\$ 1,081.50	1.00	\$ 1,081.50
75	5' Dia Pedestal Top installed w/MH R/C	EA	\$ 1,950.00	1.00	\$ 1,950.00
76	6' Dia Pedestal Top installed w/MH R/C	EA	\$ 2,425.00	1.00	\$ 2,425.00
77	4' Dia Round to square installed	EA	\$ 680.00	1.00	\$ 680.00
78	5' Dia Round to square installed	EA	\$ 920.00	1.00	\$ 920.00
79	6' Dia Round to square installed	EA	\$ 1,100.00	1.00	\$ 1,100.00
80	Uncover Buried JB (4')	EA	\$ 1,802.50	1.00	\$ 1,802.50
81	Uncover Buried JB (4'-8')	EA	\$ 2,800.00	1.00	\$ 2,800.00
82	Uncover Buried JB (8'-11.9')	EA	\$ 3,050.00	1.00	\$ 3,050.00
83	Uncover Buried JB (>12')	EA	\$ 3,950.00	1.00	\$ 3,950.00
84	4' Riser installed	VF	\$ 226.00	1.00	\$ 226.00
85	5' Riser installed	VF	\$ 480.00	1.00	\$ 480.00
86	6' Riser installed	VF	\$ 620.00	1.00	\$ 620.00
87	4' Cone Riser installed w/MH R/C	EA	\$ 820.00	1.00	\$ 820.00
88	5' Cone Riser installed w/MH R/C	EA	\$ 920.00	1.00	\$ 920.00
89	6' Cone Riser installed w/MH R/C	EA	\$ 1,150.00	1.00	\$ 1,150.00
90	4' square precast slab for brick structure base	EA	\$ 803.40	1.00	\$ 803.40
91	5' square precast slab for brick structure base	EA	\$ 920.00	1.00	\$ 920.00
92	6' square precast slab for brick structure base	EA	\$ 1,050.00	1.00	\$ 1,050.00
	Grout / sealing of Structure < 10' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)				
93	4' diameter structure	EA	\$ 618.00	1.00	\$ 618.00
94	5' diameter structure	EA	\$ 750.00	1.00	\$ 750.00

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name: CSTE INC.					
95	6' diameter structure	EA	\$ 950.00	1.00	\$ 950.00
	Structure invert installation				
96	Invert Installation, 4' Dia	EA	\$ 489.25	1.00	\$ 489.25
97	Invert Installation, 5' Dia	EA	\$ 575.00	1.00	\$ 575.00
98	Invert Installation, 6' Dia	EA	\$ 875.00	1.00	\$ 875.00
	Demo and replace existing paved invert				
99	Demo existing and Invert Installation, 4' Dia	EA	\$ 618.00	1.00	\$ 618.00
100	Demo existing and Invert Installation, 5' Dia	EA	\$ 803.40	1.00	\$ 803.40
101	Demo existing and Invert Installation, 6' Dia	EA	\$ 900.00	1.00	\$ 900.00
	Grout / sealing of Structure 10' - 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc....)				
102	4' diameter structure	EA	\$ 952.75	1.00	\$ 952.75
103	5' diameter structure	EA	\$ 1,100.00	1.00	\$ 1,100.00
104	6' diameter structure	EA	\$ 1,400.00	1.00	\$ 1,400.00
	Grout / sealing of Structure > 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc....)				
105	4' diameter structure	EA	\$ 1,350.00	1.00	\$ 1,350.00
106	5' diameter structure	EA	\$ 1,600.00	1.00	\$ 1,600.00
107	6' diameter structure	EA	\$ 2,200.00	1.00	\$ 2,200.00
	Installation of HDPE pipe < 10' in depth including material (does not include demo of existing pipe)				
108	18" Pipe	LF	\$ 67.00	1.00	\$ 67.00
109	24" Pipe	LF	\$ 96.50	1.00	\$ 96.50
110	30" Pipe	LF	\$ 99.00	1.00	\$ 99.00
111	36" Pipe	LF	\$ 140.00	1.00	\$ 140.00
112	42" Pipe	LF	\$ 180.00	1.00	\$ 180.00
113	48" Pipe	LF	\$ 194.00	1.00	\$ 194.00
114	54" Pipe	LF	\$ 212.00	1.00	\$ 212.00
115	60" Pipe	LF	\$ 227.00	1.00	\$ 227.00
116	66" Pipe	LF	\$ 325.00	1.00	\$ 325.00
117	72" Pipe	LF	\$ 466.00	1.00	\$ 466.00
	Installation of HDPE pipe > 10' in depth including material (does not include demo of existing pipe)				
118	18" Pipe	LF	\$ 123.00	1.00	\$ 123.00
119	24" Pipe	LF	\$ 144.00	1.00	\$ 144.00
120	30" Pipe	LF	\$ 146.00	1.00	\$ 146.00
121	36" Pipe	LF	\$ 170.00	1.00	\$ 170.00
122	42" Pipe	LF	\$ 196.00	1.00	\$ 196.00
123	48" Pipe	LF	\$ 216.00	1.00	\$ 216.00
124	54" Pipe	LF	\$ 231.00	1.00	\$ 231.00

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name: CSTE INC.					
125	60" Pipe	LF	\$ 245.00	1.00	\$ 245.00
126	66" Pipe	LF	\$ 378.00	1.00	\$ 378.00
127	72" Pipe	LF	\$ 481.00	1.00	\$ 481.00
	Installation of CMP pipe < 10' in depth including material (does not include demo of existing pipe)				
128	18" Pipe	LF	\$ 65.00	1.00	\$ 65.00
129	24" Pipe	LF	\$ 72.00	1.00	\$ 72.00
130	30" Pipe	LF	\$ 92.00	1.00	\$ 92.00
131	36" Pipe	LF	\$ 129.00	1.00	\$ 129.00
132	42" Pipe	LF	\$ 148.00	1.00	\$ 148.00
133	48" Pipe	LF	\$ 166.00	1.00	\$ 166.00
134	54" Pipe	LF	\$ 248.00	1.00	\$ 248.00
135	60" Pipe	LF	\$ 304.00	1.00	\$ 304.00
136	66" Pipe	LF	\$ 440.00	1.00	\$ 440.00
137	72" Pipe	LF	\$ 480.00	1.00	\$ 480.00
	Installation of CMP pipe > 10' in depth including material (does not include demo of existing pipe)				
138	18" Pipe	LF	\$ 124.00	1.00	\$ 124.00
139	24" Pipe	LF	\$ 138.00	1.00	\$ 138.00
140	30" Pipe	LF	\$ 145.00	1.00	\$ 145.00
141	36" Pipe	LF	\$ 173.00	1.00	\$ 173.00
142	42" Pipe	LF	\$ 177.00	1.00	\$ 177.00
143	48" Pipe	LF	\$ 205.00	1.00	\$ 205.00
144	54" Pipe	LF	\$ 255.00	1.00	\$ 255.00
145	60" Pipe	LF	\$ 388.00	1.00	\$ 388.00
146	66" Pipe	LF	\$ 440.00	1.00	\$ 440.00
147	72" Pipe	LF	\$ 495.00	1.00	\$ 495.00
	Installation of RCP pipe < 10' in depth including material (does not include demo of existing pipe)				
148	18" Pipe	LF	\$ 68.00	1.00	\$ 68.00
149	24" Pipe	LF	\$ 78.00	1.00	\$ 78.00
150	30" Pipe	LF	\$ 92.00	1.00	\$ 92.00
151	36" Pipe	LF	\$ 115.00	1.00	\$ 115.00
152	42" Pipe	LF	\$ 149.00	1.00	\$ 149.00
153	48" Pipe	LF	\$ 155.00	1.00	\$ 155.00
154	54" Pipe	LF	\$ 241.00	1.00	\$ 241.00
155	60" Pipe	LF	\$ 251.00	1.00	\$ 251.00
156	66" Pipe	LF	\$ 350.00	1.00	\$ 350.00
157	72" Pipe	LF	\$ 450.00	1.00	\$ 450.00
	Installation of RCP pipe > 10' in depth including material (does not include demo of existing pipe)				

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name: CSTE INC.					
158	18" Pipe	LF	\$ 74.00	1.00	\$ 74.00
159	24" Pipe	LF	\$ 95.00	1.00	\$ 95.00
160	30" Pipe	LF	\$ 107.00	1.00	\$ 107.00
161	36" Pipe	LF	\$ 129.00	1.00	\$ 129.00
162	42" Pipe	LF	\$ 174.00	1.00	\$ 174.00
163	48" Pipe	LF	\$ 212.00	1.00	\$ 212.00
164	54" Pipe	LF	\$ 259.00	1.00	\$ 259.00
165	60" Pipe	LF	\$ 280.00	1.00	\$ 280.00
166	66" Pipe	LF	\$ 377.00	1.00	\$ 377.00
167	72" Pipe	LF	\$ 461.00	1.00	\$ 461.00
Demo and Replace Sidewalk (Per Alpharetta STD. 902)					
168	Demo and replace 4' sidewalk	LF	\$ 28.00	1.00	\$ 28.00
169	Demo and replace 5' sidewalk	LF	\$ 35.00	1.00	\$ 35.00
170	Demo and replace 6' sidewalk	LF	\$ 42.00	1.00	\$ 42.00
171	Demo and replace 7' sidewalk	LF	\$ 49.00	1.00	\$ 49.00
172	Demo and replace 8' sidewalk	LF	\$ 56.00	1.00	\$ 56.00
173	Demo and replace 10' sidewalk	LF	\$ 70.00	1.00	\$ 70.00
Demo and Replace Reinforced sidewalk					
174	Demo existing and reinstall 4' Reinforced sidewalk	LF	\$ 34.00	1.00	\$ 34.00
175	Demo existing and reinstall 5' Reinforced sidewalk	LF	\$ 42.50	1.00	\$ 42.50
176	Demo existing and reinstall 6' Reinforced sidewalk	LF	\$ 51.00	1.00	\$ 51.00
177	Demo existing and reinstall 7' Reinforced sidewalk	LF	\$ 59.50	1.00	\$ 59.50
178	Demo existing and reinstall 8' Reinforced sidewalk	LF	\$ 68.00	1.00	\$ 68.00
179	Demo existing and reinstall 10' Reinforced sidewalk	LF	\$ 85.00	1.00	\$ 85.00
Demo and Replace Handicap Ramps (per Alpharetta STD. 902)					
180	Demo and replace Type A handicap ramp	EA	\$ 900.00	1.00	\$ 900.00
181	Demo and replace Sloped Type A handicap ramp	EA	\$ 950.00	1.00	\$ 950.00
182	Demo and replace Type B handicap ramp	EA	\$ 900.00	1.00	\$ 900.00
183	Demo and replace Type C handicap ramp	EA	\$ 950.00	1.00	\$ 950.00
184	Demo and replace Type D handicap ramp	EA	\$ 900.00	1.00	\$ 900.00
185	Demo and replace Sloped Type D handicap ramp	EA	\$ 950.00	1.00	\$ 950.00
Demo and Replace Residential Driveway Apron (per GDOT STD. A1)					
186	Apron replacement	CY	\$ 575.00	1.00	\$ 575.00
187	Decorative Brick paver inlay	SF	\$ 22.00	1.00	\$ 22.00
188	Decorative Brick paver edging	SF	\$ 21.00	1.00	\$ 21.00
Demo and Replace Commercial Driveway Apron (per Alpharetta STD. 951)					
189	Apron replacement	CY	\$ 680.00	1.00	\$ 680.00

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name: CSTE INC.					
	Demo and Replace Curb and gutter (per Alpharetta STD. 901)				
190	Curb & Gutter 6"x24"x12" High Back	LF	\$ 38.00	1.00	\$ 38.00
191	Curb & Gutter 6"x30"x12" High Back	LF	\$ 39.00	1.00	\$ 39.00
192	Curb & Gutter 6"x30"x14" High Back	LF	\$ 45.00	1.00	\$ 45.00
193	Curb & Gutter 6"x24"x14" High Back	LF	\$ 43.00	1.00	\$ 43.00
194	Header Curb (Height Varies)	CY	\$ 550.00	1.00	\$ 550.00
195	Flush Curb	LF	\$ 41.00	1.00	\$ 41.00
	Demo and Replace Roll Back curb and gutter				
196	Demo and replace 24" Roll back curb	LF	\$ 38.00	1.00	\$ 38.00
197	Demo and replace 18" Roll back curb	LF	\$ 35.00	1.00	\$ 35.00
	Demo and Replace Mountable Curb (per Alpharetta STD. 905)				
198	Mountable Curb and Gutter	LF	\$ 38.00	1.00	\$ 38.00
199	Mountable Header Curb	LF	\$ 41.00	1.00	\$ 41.00
	Demo and Replace median/ porkchop island				
200	Demo and Replace median/ porkchop island	CY	\$ 550.00	1.00	\$ 550.00
	Concrete street repair				
201	Demo, compact base, and repour street	CY	\$ 650.00	1.00	\$ 650.00
202	Demo, compact base, and repour street using high early DOT mix	CY	\$ 750.00	1.00	\$ 750.00
	Structure adjustment within concrete area				
203	Water valve adjusted to grade	LS	\$ 770.00	1.00	\$ 770.00
204	Water meter adjusted to grade	LS	\$ 790.00	1.00	\$ 790.00
205	Manhole adjusted to grade	VF	\$ 1,250.00	1.00	\$ 1,250.00
206	Traffic box adjusted to grade	LS	\$ 1,250.00	1.00	\$ 1,250.00
	Earthwork & Grading				
207	Clear and grubbing	SY	\$ 6.50	1.00	\$ 6.50
208	Channel / Ditch Excavation	CY	\$ 26.00	1.00	\$ 26.00
209	Haul-Off Soil Material	CY	\$ 48.00	1.00	\$ 48.00
210	Finish Grading	SY	\$ 9.75	1.00	\$ 9.75
211	Debris Removal	CY	\$ 8.25	1.00	\$ 8.25
	Erosion Control/Landscaping				
212	Fill Dirt (Acquire and Place)	CY	\$ 78.00	1.00	\$ 78.00
213	Screened Top Soil (Acquire and Place)	CY	\$ 76.00	1.00	\$ 76.00
214	Stone Rip Rap Type I in Place	Ton	\$ 91.00	1.00	\$ 91.00
215	Stone Rip Rap Type II in Place	Ton	\$ 81.50	1.00	\$ 81.50
216	Stone Rip Rap Type III in Place	Ton	\$ 75.00	1.00	\$ 75.00
217	Seed & Straw (Permanent Grassing)	SF	\$ 0.30	1.00	\$ 0.30
218	Seed & Straw (Temp Grassing)	SF	\$ 0.29	1.00	\$ 0.29

RFP 24-122, Stormwater Repair Unit Price Contract

Rate Sheet

Directions: Complete the offeror's name and unit price for each line item.

Offeror's Name: CSTE INC.					
219	Sodding Complete - Fescue	SF	\$ 2.10	1.00	\$ 2.10
220	Sodding Complete - Bermuda	SF	\$ 2.10	1.00	\$ 2.10
221	Sodding Complete - Zoysia	SF	\$ 2.15	1.00	\$ 2.15
222	Sodding Complete - Centipede	SF	\$ 2.15	1.00	\$ 2.15
223	Pine Straw	SF	\$ 0.29	1.00	\$ 0.29
224	Straw Mulch	SF	\$ 0.26	1.00	\$ 0.26
225	Type "C" silt fence or equivalent reinforcement per 2016 version of the Georgia Erosion and Sediment Control Manual	LF	\$ 7.00	1.00	\$ 7.00
226	Strawbale check dams (CD-Hb) Per 2016 GESCM	EA	\$ 260.00	1.00	\$ 260.00
227	Geotextile Fabric (installed)	SF	\$ 2.85	1.00	\$ 2.85
228	GA DOT approved Erosion Control Ditch Matting (installed)	LF	\$ 12.00	1.00	\$ 12.00
229	Hardwood Mulch (Non Dyed)	SF	\$ 0.95	1.00	\$ 0.95
230	Hardwood Mulch (Dyed)	SF	\$ 0.95	1.00	\$ 0.95
Miscellaneous Items					
231	Debris Removal, Tandem Dump Truck	CY	\$ 125.00	1.00	\$ 125.00
232	Removal of Existing Drainage Structure	CY	\$ 80.00	1.00	\$ 80.00
233	Horizontal installation of Biobarrier under sidewalk	LF	\$ 0.31	1.00	\$ 0.31
234	Stone #57 in place	Ton	\$ 72.00	1.00	\$ 72.00
235	Surge Stone in place	Ton	\$ 62.00	1.00	\$ 62.00
236	No.3's and 4" Stone in place	Ton	\$ 62.00	1.00	\$ 62.00
237	Crusher Run in place	Ton	\$ 40.00	1.00	\$ 40.00
238	Class "A" Poured in Place 3000 PSI Concrete	CY	\$ 720.00	1.00	\$ 720.00
239	Excavatable Flowable Fill	CY	\$ 400.00	1.00	\$ 400.00
240	Non Excavatable Flowable Fill	CY	\$ 425.00	1.00	\$ 425.00
241	3500 PSI Mix	CY	\$ 285.00	1.00	\$ 285.00
242	4000 PSI Mix	CY	\$ 350.00	1.00	\$ 350.00
243	5000 PSI Mix	CY	\$ 450.00	1.00	\$ 450.00
244	Obtain and install Tree Save per STD L-6	LF	\$ 7.50	1.00	\$ 7.50
245	Grout inside of brick structure	VF	\$ 95.00	1.00	\$ 95.00

Stormwater Repair Unit Price Contract

 [Scoring Summary](#)

 [Reviewer Scores](#)

Scoring Summary

Active Submissions

[View Proposal Analysis](#)

Show/Hide

Supplier	Total	B-1 - Key Personnel Knowledge and Experience		B-2 - References	C - Group 3 Cost Proposal	C-1 - Cost Proposal
	/ 100 pts	/ 30 pts	/ 20 pts	/ 50 pts	/ 50 pts	
CSTE INC	86 pts	22 pts	14 pts	50 pts	50 pts (\$351,333.65)	
Civil Construction & Utilities LLC	78.23 pts	21 pts	14 pts	43.23 pts	43.23 pts (\$406,398.75)	
Azimuth Contractors LLC	67.43 pts	18 pts	12 pts	37.43 pts	37.43 pts (\$469,364.00)	
Site Engineering Inc	64.51 pts	23 pts	12 pts	29.51 pts	29.51 pts (\$595,210.00)	
GS Construction, Inc.	57.33 pts	23 pts	14.67 pts	19.66 pts	19.66 pts (\$893,550.00)	

Click a proposal to view its individual scores



STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: July 29, 2024

AGENDA ITEM:

Invitation to Bid 24-020: Windward Parkway Pedestrian Bridges Construction

Consideration of approval of the award of a contract for ITB 24-020 to Vertical Earth, Inc. for the construction of four pedestrian bridges along Windward Parkway for an amount not to exceed \$2,800,000.00; and approval of Atkin's proposal for an amount not to exceed \$177,125.00 for construction inspection of pedestrian bridges and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 24-020 to Vertical Earth, Inc. for the construction of four pedestrian bridges along Windward Parkway for an amount not to exceed \$2,800,000.00; and approve Atkin's proposal for an amount not to exceed \$177,125.00 for construction inspection of pedestrian bridges; 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: \$2,977,125.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Windward Parkway Improvements/ 33641100-541410-C2226	\$2,977,125.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

This is to award construction of four pedestrian bridges along Windward Parkway over Big Creek and Big Creek tributary just east of Clubhouse Drive.

BACKGROUND:

This is part of tier 1 of the TSPLOST 2 projects, and it would increase pedestrian access to the Greenway. Currently, there is no sidewalk along Windward Parkway over Big Creek and the Big Creek tributary. With the construction of the four pedestrian bridges, there will be a continuous path for pedestrians and cyclists to use and access the Greenway.

These bridges will be substantially similar in style to the recent bridges constructed as part of the Big Creek Greenway extension from Marconi Drive to Union Hill Park. It will provide a concrete trail surface and metal handrails atop a steel-truss frame. The new bridges will provide a minimum of 8' clear width.

PROCUREMENT PROCESS:

Procurement for this project was initiated through Invitation to Bid (ITB 24-020), which was issued on April 4, 2024, with a response deadline of May 2, 2024. A total of four submittals were received in response to this invitation:

Company/Bidder	Proposed Price
Vertical Earth, Inc	\$2,800,000.00
Excellere Construction	\$2,890,000.00
F.S. Scarbrough, LLC.	\$2,990,900.00
Ohmshiv Construction, LLC	\$3,447,770.75

RECOMMENDED VENDOR:

After evaluation and verifying the submitted bids, staff from the Public Works Department met with representatives of Vertical Earth, Inc., as the low bidder, on Wednesday, June 12, 2024. The project scope, schedule, and bid package as submitted by Vertical Earth were discussed with the contractor during the meeting. Vertical Earth is an experienced contractor that has successfully completed projects for multiple local governments.

PROJECT TIMELINE:

Project construction is anticipated to take 15 months from the issuance of a notice to proceed.

CONSTRUCTION INSPECTION:

A cost proposal, with an amount of \$177,125.00, has been received from Atkins to perform construction inspection of pedestrian bridge related items such as bridge decks, block walls, bridge piles and piers. Staff from the Public Works Department will also be onsite for daily inspection of erosion control, tree removal, construction of the sidewalk and curb leading up to the bridge, and traffic control.

ALTERNATIVES:

Do not award ITB 24-020 for the Windward Parkway Pedestrian Bridges Construction and direct staff to rebid the project.

ATTACHMENTS:

1. 2024-06-13 Vertical Earth 24-020 Contract
2. Atkins Proposal_Windward Ped Bridges
3. Windward Ped Bridges

**CONTRACT AGREEMENT
WINDWARD PARKWAY PEDESTRIAN IMPROVEMENTS
(INVITATION TO BID NO. 24-020)**

THIS CONTRACT AGREEMENT (the "Contract"), made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **VERTICAL EARTH INCORPORATED**, a Domestic Profit Corporation with its principal office located at 6025 Matt Hwy., Cumming, GA, 30028 (the "CONTRACTOR").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows:

WINDWARD PARKWAY PEDESTRIAN IMPROVEMENTS (the "Project") including but not limited to furnishing of all materials, labor, equipment, demo and reconstruction of existing sidewalk, installation of storm sewer system materials (including but not limited to structures, pipe, and bedding), installation of curb and gutter, installation of four (4) pedestrian bridges, tree removal, grading, utility coordination, erosion control, traffic control, stabilization of disturbed soils, and related work. The location of the work is along Windward Parkway at the Big Creek stream crossing near the Big Creek Greenway and at the stream (unnamed tributary of Big Creek) crossing near Windward Community Park --- within the City of Alpharetta, Georgia.

For CONTRACTOR'S performance and completion of the Project (as defined in Appendix A: General Conditions in ITB No. 24-020 (the "General Conditions")), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit "A" attached for a total sum not to exceed **TWO MILLION, EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,800,000.00)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 24-020 and the General Conditions contained therein, CONTRACTOR'S Bid, any technical specifications for the Project, the plans and specifications, including all explanatory matter thereof, and the other contract documents as enumerated in Section 101.16 of the General Conditions, all of which (the "Contract Documents") are made a part hereof and collectively constitute the agreements and obligations of the parties under this Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions.

In the event of any delay as a result of unforeseen circumstances, force majeure events, or changes in laws or regulations, and which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract. If CONTRACTOR reasonably expects any delay to exceed fifteen (15) days from the date of completion set forth in this Contract, CONTRACTOR shall notify CITY in writing of said delay which will include a good-faith estimate for completion and a request for additional time to complete performance of the Contract. Approval of such request shall not be

unreasonably withheld by CITY. CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91, Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

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

The provisions of this Contract and the Contract Documents constitute the entire

Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of the Notice to Proceed, or as may be specified by the Special Provisions, continuously pursue the Work without interruption to achieve final completion of the Work **FOUR HUNDRED FIFTY-SIX (456) calendar days from the Notice to Proceed.**

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.

Signatures begin next page.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

VERTICAL EARTH INCORPORATED

By: _____
Brett Johnson, CEO

Attest:

By: _____
Brett Johnson, Secretary

Date: _____

Exhibit "A"

CITY OF ALPHARETTA - SCHEDULE OF ITEMS
ITB 24-020, Windward Parkway Pedestrian Improvements

ADDENDUM #2

Bidder: Vertical Earth, Inc.
Instructions for Bid Form Completion:
1. This form MUST be used to submit cost proposal
2. Do not include a copy of this Bid Form in your technical bid information.
3. Complete all the fields. Enter Bidder's Name at top of form. See end of form as well for bid authorization and contact info.
4. <u>Verify</u> all amounts entered. This form will be used for bid price award.
5. During bid opening, only bid grand total will be called.
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.

Item #	Item Description	Unit Price	Unit	QTY	Total
TRAFFIC CONTROL ITEMS					
1	TRAFFIC CONTROL	\$122,754.08	LS	1.0	\$122,754.08
2	GRADING COMPLETE	\$734,275.22	LS	1.0	\$734,275.22
3	RIGHT-OF-WAY MARKERS	\$199.96	EA	26.0	\$5,198.96
ROADWAY ITEMS					
4	CONC SIDEWALK, 4 IN	\$56.48	SY	794.0	\$44,845.12
5	CONCRETE HEADER CURB, 6 IN, TP 2	\$46.67	LF	211.0	\$9,847.37
6	DECORATIVE HANDRAIL	\$75.04	LF	444.0	\$33,317.76
DRAINAGE ITEMS					
7	FLARED END SECTION 12 IN	\$4,669.15	EA	1.0	\$4,669.15
8	STORM DRAIN PIPE, 12 IN, HDPE	\$197.20	LF	21.0	\$4,141.20
9	STORM DRAIN PIPE, 10 IN, HDPE	\$204.68	LF	20.0	\$4,093.60
10	CATCH BASIN TOP	\$4,370.69	EA	2.0	\$8,741.38
11	BRICK MANHOLE	\$5,675.75	EA	1.0	\$5,675.75
12	BRICK DROP INLET	\$5,675.75	EA	1.0	\$5,675.75
SIGNING & MARKING ITEMS					
13	PAVEMENT MARKING 4" YELLOW SKIP	\$1.01	LF	1461.0	\$1,475.61
14	SIGN - TP 1 MATL, REFL SHEETING, TP 11	\$20.28	SF	6.0	\$121.68
EROSION CONTROL ITEMS					
15	MULCH	\$500.92	TN	7.0	\$3,506.44
16	TEMPORARY GRASSING	\$750.35	AC	0.2	\$150.07
17	CONSTRUCT INLET SEDIMENT TRAP	\$283.92	EA	5.0	\$1,419.60
18	MAINTENANCE OF INLET SEDIMENT TRAP	\$50.70	EA	5.0	\$253.50
19	CONSTRUCTION OF TEMPORARY SILT FENCE, TP C, Sd1-S	\$4.79	LF	2726.0	\$13,057.54
20	MAINTENANCE OF TEMPORARY SILT FENCE, TP C, Sd1-S	\$1.95	LF	1363.0	\$2,657.85
21	CONSTRUCTION OF TEMPORARY COMPOST FILTER SOCK, Sd1-NS	\$16.58	LF	8.0	\$132.64
22	MAINTENANCE OF TEMPORARY COMPOST FILTER SOCK, Sd1-NS	\$1.95	LF	8.0	\$15.60
23	EROSION CONTROL MATS, SLOPES	\$1.31	SY	61.0	\$79.91

CITY OF ALPHARETTA - SCHEDULE OF ITEMS
ITB 24-020, Windward Parkway Pedestrian Improvements

24	ORANGE BARRIER FENCE (COA STD L-6 TYPE B TREE PROTECTION FENCE)	\$7.44	LF	44.0		\$327.36
25	ORANGE BARRIER FENCE (COA STD L-6 TYPE C TREE PROTECTION FENCE)	\$5.61	LF	1397.0		\$7,837.17
26	STN DUMPED RIP RAP, TP 3, 18 IN	\$59.76	SY	3.0		\$179.28
27	PLASTIC FILTER FABRIC	\$9.00	SF	3.0		
28	AGRICULTURAL TIME	\$9.00	TN	0.6		
29	FERTILIZER MIXED GRADE	\$1,107.30	TN	0.1		\$110.73
30	FERTILIZER NITROGEN CONTENT	\$1.67	LB	15.0		\$25.05
31	PERMANENT GRASSING	\$1,439.87	AC	0.3		\$431.96
32	IRRIGATION SYSTEM	\$3,000.00	LS	1.0		\$3,000.00
MISCELLANEOUS ITEMS						
33	MISCELLANEOUS CONSTRUCTION	\$40,000.00	LS	1.0		\$40,000.00
WALLS AND BRIDGES						
34	SEGMENTAL CONCRETE FACING UNITS, WALL NO - 1	\$55.94	SF	110.0		\$6,153.40
35	SEGMENTAL CONCRETE FACING UNITS, WALL NO - 2	\$55.95	SF	80.0		\$4,476.00
36	SEGMENTAL CONCRETE FACING UNITS, WALL NO - 3	\$55.94	SF	267.0		\$14,935.98
37	SEGMENTAL CONCRETE FACING UNITS, WALL NO - 4	\$55.94	SF	110.0		\$6,153.40
38	SEGMENTAL CONCRETE FACING UNITS, WALL NO - 5	\$55.94	SF	96.0		\$5,370.24
39	SEGMENTAL CONCRETE FACING UNITS, WALL NO - 6	\$55.94	SF	136.0		\$7,607.84
40	SEGMENTAL CONCRETE FACING UNITS, WALL NO - 7	\$55.95	SF	61.0		\$3,412.95
41	SEGMENTAL CONCRETE FACING UNITS, WALL NO - 8	\$55.94	SF	156.0		\$8,726.64
42	SUPERSTR CONCRETE, CL D, BR NO-1 LT (25)	\$27,509.15	LS	1.0		\$27,509.15
43	SUPERSTR CONCRETE, CL D, BR NO-1 RT (25)	\$27,514.15	LS	1.0		\$27,514.15
44	CLASS A CONCRETE (BR NO-1)	\$3,124.57	CY	20.0		\$62,491.40
45	BAR REINF STEEL (BR NO-1)	\$3.45	LB	2941.0		\$10,146.45
46	SUPERSTR REINF STEEL BR NO-1 LT (2821)	\$7,899.38	LS	1.0		\$7,899.38
47	SUPERSTR REINF STEEL BR NO-1 RT (2821)	\$7,899.38	LS	1.0		\$7,899.38
48	PILING IN PLACE, STEEL H, HP 12 X 53	\$147.50	LF	475.0		\$70,062.50
49	LOAD TEST, STEEL H, HP 12 X 53 (IF REQD)	\$1.00	EA	2.0		\$2.00
50	PEDESTRIAN BRIDGE (BR NO-1 LT & RT) - 162 FT X 8 FT	\$376,776.05	LS	2.0		\$753,552.10
51	STN DUMPED RIP RAP, TP 1, 18 IN	\$216.90	SY	98.0		\$21,256.20
52	PLASTIC FILTER FABRIC	\$7.07	SY	98.0		\$692.86
53	SUPERSTR CONCRETE, CL D, BR NO-2 LT (18)	\$24,566.17	LS	1.0		\$24,566.17
54	SUPERSTR CONCRETE, CL D, BR NO-2 RT (16)	\$23,437.45	LS	1.0		\$23,437.45
55	CLASS A CONCRETE (BR NO-2)	\$2,553.31	CY	28.0		\$71,492.68
56	BAR REINF STEEL (BR NO-2)	\$3.21	LB	3316.0		\$10,644.36
57	SUPERSTR REINF STEEL BR NO-2 LT (2032)	\$6,913.09	LS	1.0		\$6,913.09
58	SUPERSTR REINF STEEL BR NO-2 RT (1786)	\$6,605.56	LS	1.0		\$6,605.56
59	PILING IN PLACE, STEEL H, HP 10 X 42	\$162.80	LF	345.0		\$56,166.00
60	LOAD TEST, STEEL H, HP 10 X 42 (IF REQD)	\$1.00	EA	2.0		\$2.00
61	PEDESTRIAN BRIDGE (BR NO-2 LT) - 117 FT X 8 FT	\$261,445.99	LS	1.0		\$261,445.99

CITY OF ALPHARETTA - SCHEDULE OF ITEMS
ITB 24-020, Windward Parkway Pedestrian Improvements

62	PEDESTRIAN BRIDGE (BR NO-2 RT) - 103 FT X 8 FT	\$234,847.35	LS	1.0	\$234,847.35
GRAND TOTAL					\$2,800,000.00

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 24-020, Windward Parkway Pedestrian Improvements, Bidder certifies that:

A. Bidder has carefully read and understands Bidding Documents;

B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions;

C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;

D. Bidder has reviewed ITB 24-020 Plans, Project Manual, and Specifications; and

E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities

F. Award of this project will be by grand total base bid plus any selected alternates.

Vertical Earth, Inc.	Company Name:
6025 Matt Hwy Cumming, GA 30028	Address:
Brett Johnson, CEO	Name(s) and Title(s) Authorized Signer(s):
770-888-2224	Contact Info - Phone Number:
bjohnson@vertical-earth.com	Contact Info - Email Address:



Windward Ped Bridges CEI
June 27, 2024

Task ID	Description		Directs/ Expenses	PIC Hours	PM Hours	CM Hours	Insp Hours	Labor Price	Total Price (Labor + Directs)
	Rate		N/A	\$ 365.37	\$ 275.85	\$ 292.78	\$ 154.71		
01	PM and Inspector Oversight					80		\$ 23,422.72	\$ 23,422.72
02	Construction Assistance		\$539.38				990	\$ 153,162.90	\$ 153,702.28
									\$ 177,125.00

PIC Principal in Charge (Brian Bolick)
PM Project Manager (Nikki Parris)
CM Project Manager (Obie Brannon)
Insp Inspector (Doyle Royer)







STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: July 29, 2024

AGENDA ITEM:

Request For Proposals 24-123: Mid Broadwell Culvert Design

Consideration of approval of the award of a contract for Request For Proposals 24-123 to Moffatt & Nichol for the performance of the Mid Broadwell Road Culvert Design services in an amount not to exceed \$118,815.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of RFP 24-123 to Moffatt & Nichol for the performance of the Mid Broadwell Road Culvert Design services in an amount not to exceed \$118,815.00 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: 118,815.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M / 30241100541430C1308	\$118,815.00

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 the design of the Mid Broadwell culvert replacement. The culvert currently conveys a tributary of Foe Killer Creek (tributary 7.1) and is located immediately west of Jennifer Oaks Drive. The culvert is in poor condition and does not currently meet the City's desired Level of Service (LOS). Previous modeling performed shows the current culvert only providing service for a 2-year storm. Multiple repairs have been performed to the existing culvert which include lining of the existing pipe with shotcrete, multiple headwall repairs to the rubble headwall, multiple sinkholes due to infiltration, and severe scouring and erosion on the downstream side. This culvert was listed for replacement in the City's 2021 stormwater system assessment created by Lowe Engineers.

The design of the new culvert will require the conveyance of the 25-year storm. The preference is for the new culvert to provide flow conditions through the structure that mimic, as much as possible, the conditions in the natural stream. The design will include downstream energy dissipation and stabilizing the area downstream of the culvert that has eroded and scoured over time. The design will follow standard best practices and comply with all appropriate regulatory requirements. As part of the culvert design, new sidewalk design will be included that will connect to the existing sidewalk to the northwest and east of the project area. Sidewalk design will be incorporated on both sides of the new culvert. The minimum width of the designed sidewalk will be 6 feet on the northwest side of the culvert and match the existing width on the east side of the project area. The design shall stay within the existing Right of Way where feasible. The design should allow for the road to remain in service during construction. A traffic control plan will be required to be submitted and approved as part of the project that will include appropriate temporary traffic control measures to guide users (drivers, bicyclists, and pedestrians) safely

through the work zone. However, in dealing with replacing existing culverts there are several unknowns that could materialize during the geotechnical investigation that may require a temporary detour to replace the culvert safely and economically. If a temporary detour needs to occur, construction would take place during the summer months. Public Works goal as well as the design teams' goal is to develop a plan that will keep Mid-Broadwell open during construction. The following is an excerpt from Moffat and Nichol's proposal: "We will develop a comprehensive traffic management plan to keep the road open throughout the construction phase."

A scoping document was prepared by the Public Works Department and a request for proposals was issued on April 25th, 2024. A total of four submissions were received on May 23rd, 2024. Staff from the Public Works Department evaluated and scored the proposals based on the design teams' available resources and project schedule (20%), technical proposal and project approach (30%), team qualifications and references (20%) and cost (30%). Staff from Public Works, working with our Finance Department, scored each firm based on the above criteria. The final cost and scoring for the submitting firms were:

Moffatt and Nichol	86 pts.	\$118,815.00
Keck and Wood, Inc.	84.99 pts.	\$122,955.00
BenchMark Management, LLC	50.89 pts.	\$199,200.00
Freese and Nichols, Inc.	45.6 pts.	\$359, 014.00

Moffat and Nichol is an experienced firm that has worked on similar elements throughout the southeast and the City of Alpharetta, including recently completed the design for the Windward Parkway Pedestrian Bridges and Drainage Improvements projects. 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, and it is anticipated to take approximately 4 months to complete the design.

ALTERNATIVES:

Do not approve Mid Broadwell Culvert Design Services

ATTACHMENTS:

- 1. 24-123 City RFP Docs
- 2. 24-123 Moffatt & Nichol Proposal
- 3. 24-123 Moffatt & Nichol-Mid Broadwell Culvert Design-Contract
- 4. RFP SCORING SUMMARY

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 24-123

RFP Title: MID-BROADWELL CULVERT DESIGN

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The No Communication period starts on the issue date of this RFP APRIL 25, 2024, and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

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

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

2. Procurement Agent, Single Point of Contact

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

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

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

3. RFP Schedule of Events

- A. **Proposal Close Date, Deadline for Submissions: May 23, 2024, at 10:00am.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
- B. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
- C. This project web page has the important dates and all project documents for this RFP.
- D. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
- E. In each question, clearly tell the RFP document and section that is in question.
- F. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
- G. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

4. Our Review of Proposals and Review Criteria:

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

Evaluation Criteria	Maximum Points
Statements of Qualifications Project Team, References	20
Technical Proposal, Project Approach, Previous Projects	30
Available Resources, Project Schedule	20
Cost Proposal	30
Total Maximum point score	100

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta is accepting proposals for the Mid-Broadwell Culvert Design. The culvert conveys a tributary of Foe Killer Creek (Tributary 7.1) and is located west of Jennifer Oaks Drive on Mid-Broadwell Road. The culvert is in poor condition and does not currently meet the City's desired Level of Service (LOS). The city also intends to extend the sidewalk on the southwestern side of Mid-Broadwell Road and the project includes design for the section of sidewalk within the project limits.

2. Scope of Work

The City of Alpharetta is seeking a consultant to design a new culvert with headwall and wingwalls capable of conveying the 25-year storm. The preference is for the new culvert to provide flow conditions through the structure that mimic, as much as possible, the conditions in the natural stream. The layout should include downstream energy dissipation and stabilize the area downstream of the culvert. The project shall follow standard best practices and comply with all appropriate regulatory requirements.

The City plans to connect the existing sidewalk on the southwestern side of Mid-Broadwell Road and the new culvert shall be designed to include the new sidewalk within the project limits. This project will include approximately 1,500 linear feet of sidewalk design that will connect to the existing sidewalk to the northwest and east of the project area. The design shall include a sidewalk incorporated on both sides of the new culvert. The minimum width of the designed sidewalk will be 6 feet on the northwest side and match the existing width on the east side of the project area. The design shall stay within the existing Right of Way where feasible.

The design should allow for the road to remain in service during construction. A traffic control plan will need to be submitted and approved as part of the project that will include appropriate temporary traffic control measures to guide road users (drivers, bicyclists, and pedestrians) safely through the work zone. An overview of these plans should be described in the Consultant's proposal.

At a minimum, the following tasks shall be included in the proposal:

- A. Geotechnical Exploration, Engineering Survey, Waters of the State Delineations, and Data Collection
 - i. The consultant shall perform all necessary geotechnical explorations.
 - ii. The consultant shall perform a survey as necessary to assess the existing culvert and design the replacement culvert. Survey shall include the location of features including but not limited to paved area, curbing, landscaping, trees, sidewalks, walls, surface utilities, drainage and sewer rims and inverts, monuments, wetlands, and other key features. This includes establishing horizontal and vertical control for the construction contractor.
 - iii. The consultant shall perform a utility survey as necessary to design the replacement culvert. This may include coordination with municipal and private utility companies to establish existing locations and depths.
 - iv. The consultant shall perform all waters of the state/wetland delineations and survey their locations for the required permit submittals.

Scope of Work and Proposal Submission

- v. The consultant shall collect data necessary for hydrologic and/or hydraulic assessments to confirm the culvert conveys the 25-year storm and for all necessary FEMA permitting, as the project is in a FEMA-mapped floodplain. If data collection is on private property, the consultant shall notify the city of the parcels where access is required, and the city will secure the access.
- B. Permitting
- i. The consultant shall secure all relevant city permits for successful construction of the final construction plans including but not limited to a land disturbance permit and traffic control plan. This includes completion of the city's stormwater feasibility evaluation form for linear transportation projects. The new impervious area is expected to be less than 1,000 square feet; therefore, a hydrology report should not be included in this scope.
 - ii. The consultant shall secure all regional, state, and federal permits required for successful construction of the final culvert 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. LOMR/CLOMR).
- C. Construction/Bidding Support
- i. The consultant may be asked to provide construction/bidding support services by the city. The hourly rates for these services should be included in the proposal, but do not include any hours.
- D. Project Administration & Coordination
- i. A project kickoff meeting will be held with city staff to review the project scope, confirm deliverables, and review key milestones in the schedule. The consultant will present a list of data needs and have an opportunity to clarify intentions with staff at the outset.
 - ii. Additional meetings or consultations may be needed to clarify the technical requirements and objectives. These may occur by in person meetings, emails, or telephone calls.
- E. Preliminary Design (30% design)
- i. Prepare a layout for the proposed culvert, wing-wall structure, and new sidewalk.
 - ii. Present construction staging plan or alternatives, considering the necessary measures to maintain traffic flow.
 - iii. Define project limits, construction materials, and conceptual details. Outline any easements required to complete the project.
 - iv. Identify conceptual plans to address downstream erosion and prevent future erosion.

Scope of Work and Proposal Submission

- v. Present a list of the required environmental permits and the estimated permitting schedule.
- vi. Prepare a preliminary cost estimate.
- vii. Meet with city staff to review the proposed layout and address comments prior to proceeding to the 60% design.

F. Design (60% and 90% design)

- i. The consultant shall prepare construction drawings for the new culvert. These drawings shall include all details, plans and specifications necessary for work as required by the appropriate agencies. These agencies include but are not limited to: City of Alpharetta, Georgia Environmental Protection Division (EPD), Federal Emergency Management Agency (FEMA), and the US Army Corps of Engineers.
- ii. The specification shall also include appropriate sections for bidding, bonding, agreements, general and special provisions, and other appropriate contract provisions. These sections shall be developed in accordance with city standards, which shall be made available to the consultant.
- iii. The drawings shall include all necessary site maps, plans, elevations, sections, details, and notes as needed or necessary to adequately show, explain or describe all features of the project.
- iv. The consultant shall coordinate with the geotechnical engineer regarding their report and recommendations based on existing conditions.
- v. The sidewalk design shall include measures for pedestrian safety and meet ADA accessibility requirements within the project limits.
- vi. The design may require coordination with municipal and private utility companies to establish relocation and/or modification procedures for existing utilities compatible with proposed improvements. This task does not include the design of new utilities (public or private).
- vii. Engineers Opinion of Probable Cost will be prepared and submitted with the 60%, 90%, and final construction plans.
- viii. Construction plans will be presented to the city staff during a project review meeting at both the 60% and 90% complete stages for review and inputs.

G. Alternate

- i. The sidewalk extension on the southern side of Mid-Broadwell Road, the northern side of the project, is being designed by other entities. This alternate would include coordination with the other design organization and adjustments to the culvert design to connect the sidewalk elevation and account for new stormwater discharges into the wing of the headwall. This is considered an alternate due to the uncertainty associated with the timing of both projects.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

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

2. Required Proposal Document Formats

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

Scope of Work and Proposal Submission

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

3. Proposal Submittal Instructions

What We Want You To Provide To Us In Your Proposal

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

Cover Letter

Required but not scored.

Limited to two (2) page maximum.

A. Provide a brief company introduction and business profile.

B. Include the following information:

- i. Brief business profile.
- ii. Office Location.
- iii. Number of years in business.
- iv. Single point of contact for your proposal
 - Name, including business title,
 - mailing address,
 - telephone number, cell phone number, and
 - e-mail address.

Statements of Qualifications Project Team, References*20 Review Points*

Limited to ten (10) page maximum.

- i. Firm's number of years in business and briefly describe type of experience and discuss your firm's experience with projects of a similar nature to our request.
- ii. Identify the key team members for the purpose of providing Design Services for Mid-Broadwell Culvert Replacement to our City and provide an Org chart.
- iii. For your firm's proposed key team members, provide a summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area provided for all key personnel who will be involved with any aspects to perform the services requested.
- iv. Provide at least three (3) references from the last five years where your company provided services as detailed in this document:
 - Provide contact name, phone number, and email address for each reference provided.

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.

Technical Proposal, Project Approach, Previous Projects*30 Review Points*

Limited to five (5) page maximum.

A statement of your understanding of the project including a detailed description of your approach to implement all the tasks listed within the Scope of Work, pages 3-5 of this document.

Available Resources, Schedule*20 Review Points*

Limited to three (3) page maximum.

Supply information based on the General Description (page 2) and tasks listed in the Scope of Work (pages 3-5) of this document. Include enough detail of your approach to complete this project as outlined herein, including project schedule and deadlines, that will demonstrate your ability to complete the tasks to completion. Provide a comprehensive schedule for the intended completion time of each task. Indicate the time frame or period for each task and total time for project completion, including all available resources.

4. Cost Proposal

30 Review Points

Do not include Cost proposal with other Proposal documents.

- Submit Cost Proposal separately at indicated Requested Information at the project's Bonfire site.
 - See Scope of Work at page 3-5 in this document.
 - Cost proposal shall include time estimates for principals, staff, sub-consultants, etc. with hourly billing rates.
 - Cost proposal should include cost of materials and incidental services including travel, copying, printing, and plotting along with any proposed percentage markup.
 - Cost proposal grand total shall be a Not-to-Exceed amount.

5. Required Forms:

- We have provided three required forms. You must complete these forms and return to us with every proposal.
- Below are the required forms for all proposals:
 - a) **IRS Form W-9**
 - b) **Bidder's Disclosures and Certifications**
 - c) **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

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

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

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

6. Questionnaire

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

You will fill out the questionnaire provided.

Questionnaire response types are as follows:

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

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 24-123

RFP Title: MID-BROADWELL CULVERT DESIGN

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm acknowledge and confirm that they have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

- a. The Offeror has carefully examined and fully understands the terms, conditions, and requirements of any proposed Work as noted within this RFP.
- b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.
- d. The Offeror acknowledges that they are capable of completing the Work as noted in this RFP.
- e. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Offeror agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date, that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Acknowledging these statements by the submittal of a proposal to the City, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

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

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

3. Receipt of Proposals and Public Inspection

- a. Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed, nor shall the proposals be considered open record until after council award. (O.C.G.A 50-18-72, paragraph 10) All information received in response to this RFP, including copyrighted material, is deemed public information, and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

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

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

b. Procurement Agent's Review of Proposals:

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

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

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and

fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document. We ask that Offerors notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Offeror must make this notification in writing either as a written question sent before the question deadline or with the Offeror's response.

1. Disclosure

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

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

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

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

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

- A. Requirements: Architect shall have and maintain in full force and effect for the duration of this Agreement, insurance 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) Commercial Umbrella Liability Coverage in the amount of \$2,000,000 (two million dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional 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 as respects: 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 as respects to 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.
 - vii. *Incorporation of Indemnification Obligations*. Policies shall include an endorsement incorporating the indemnification obligations assumed by Architect under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.
 - 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 reduced, suspended, voided, or 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.

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 term of the Contract starts upon contract execution by both parties and will end upon the completion of the Project, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

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

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term.

6. Additional Contract Provisions and Terms

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

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

7. Performance Prior to Contract Execution

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

8. Subconsultants

The highest-scoring responsive and responsible Consultant will be the prime consultant if a contract is awarded and executed and will be responsible, in total, for all work of any subconsultants. All subconsultants, if any, must be listed in the Consultant's response to this procurement. The City reserves the right to approve all subconsultants. The Consultant will be responsible to the City for the negligent acts and negligent omissions of all subconsultants or agents and of persons directly or indirectly employed by such subconsultants, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within the procurement, or otherwise in the Contract Documents created because of any contract award derived from the procurement, will create any contractual relationships between any subconsultant of the Consultant and the City.

9. Independent Consultant

The Consultant will always be acting as an independent consultant and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Consultant will have no authority to contract for or bind City in any manner. Neither the Consultant nor its employees are employees of the City. The Consultant will have and maintain the responsibility for and control of the rendition

of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Consultant must supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Consultant's response to the procurement at the address listed on the Cover Page of the procurement.

10. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

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

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

No Consultant will give a response for the physical performance of service unless the Consultant takes part in a Federal Work Authorization Program and follows the requirements of O.C.G.A. § 13-10-91.

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

Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:

- 1) The Consultant, if entering a contract with the City supplying the physical performance of services, will follow the requirements of O.C.G.A. § 13-10-91.
- 2) Per O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant in connection with a covered contract, Consultant will secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant affidavit, the form of which is provided in Appendix B hereof and keep records of such attestation for inspection by the City at any time. Such subconsultant affidavit will become a part of the consultant/subconsultant agreement. It will be the duty of the Awarded Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

- 3) Pursuant to O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant affidavit, the form of which is also provided in Appendix A hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subconsultant affidavit will become a part of the subconsultant/sub-subconsultant agreement.
- 4) The Consultant must follow all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations issued in relation thereto.
- 5) All portions of contracts about compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations issued in relation thereto, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.
- 6) Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Consultant's response.

11. Compliance with Laws

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

12. Termination

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

13. Annual Appropriation and Renewal

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

14. Ownership of Work Product

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

Appendix A: City Truck Route Allowed Truck Routes and Map

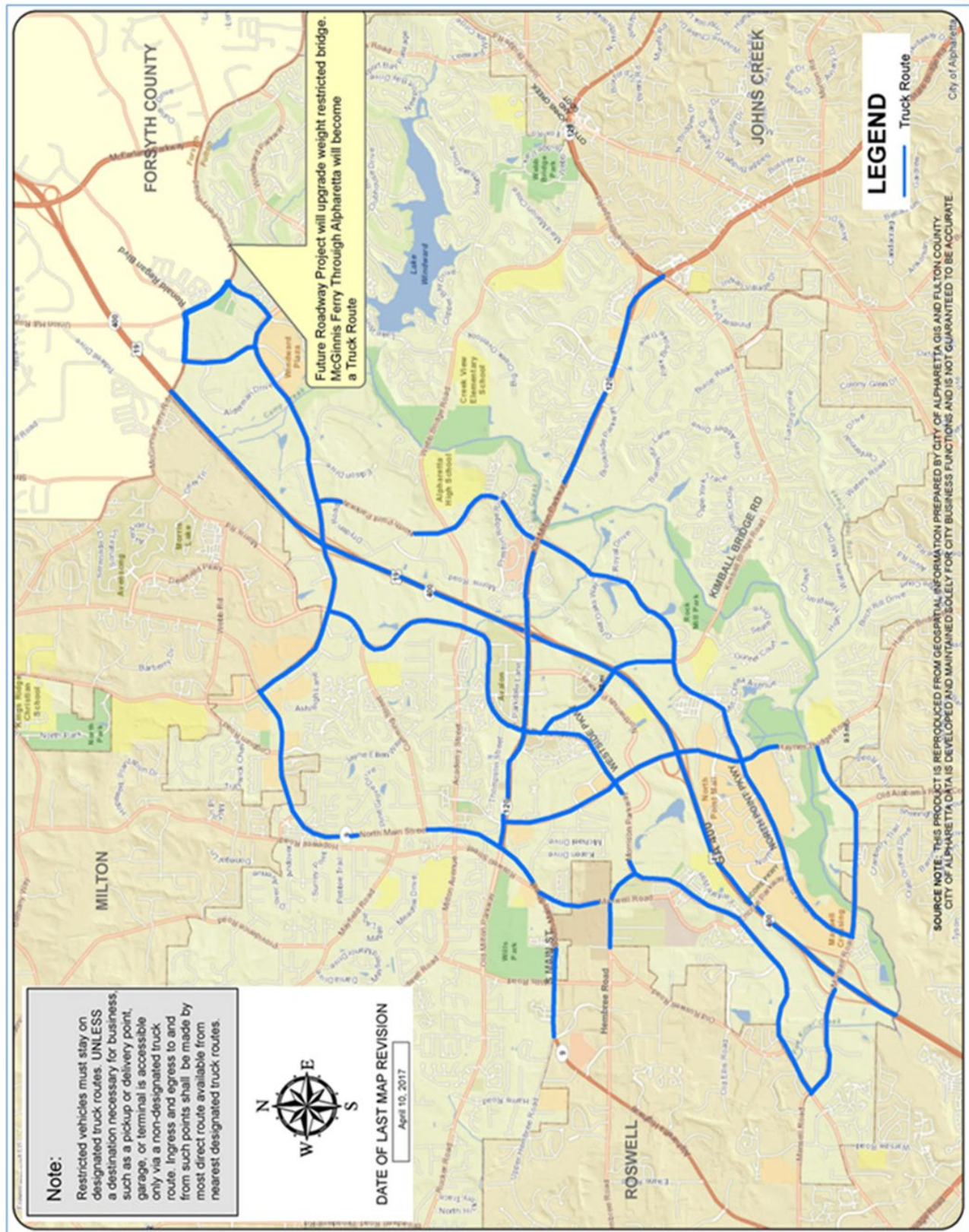
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

<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 are information only for the RFP process. Forms will be used only by the consultant / contractor that is awarded the contract for this project or service.

1. Subcontractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit

Subcontractor E-verify Affidavit

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

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

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires

Sub-subcontractor E-verify Affidavit



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires

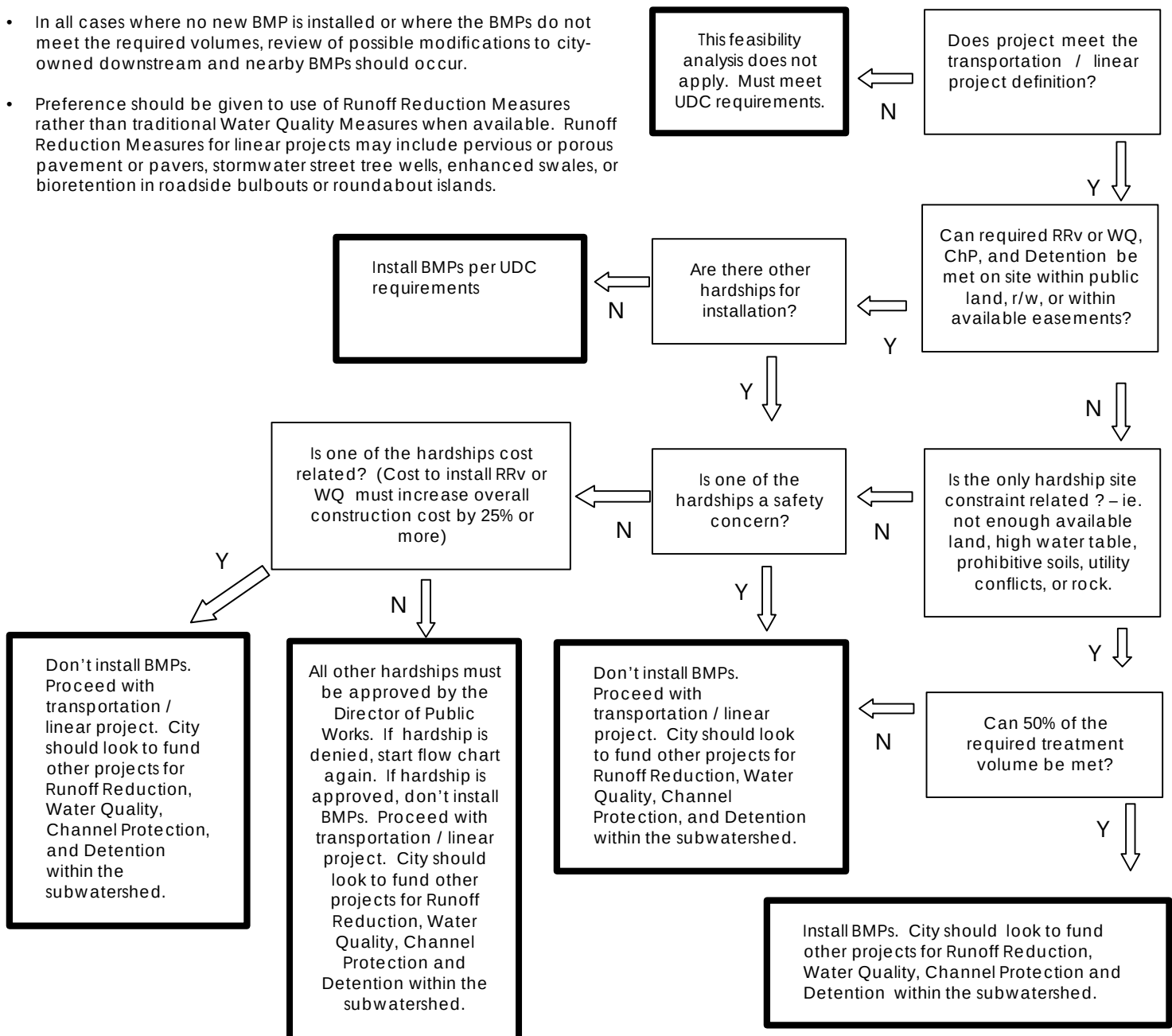
CITY LINEAR / TRANSPORTATION PROJECT STORMWATER FEASIBILITY EVALUATION FORM

PROJECT NAME:	PERMIT NUMBER:
LOCATION:	ANALYSIS BY/APPROVAL BY:
DATE OF ANALYSIS:	WATERSHED:
BMPs USED / HARDSHIP CITED:	

City transportation / linear projects are defined as roadway, alleyway, sidewalk, bridge, greenway, and trail projects on City property or within City R/W, constructed by the City, and at least partially funded by the City. Subdivisions, commercial projects, private redevelopments, and projects installed by governmental, utility, or private agencies other than the City do not meet this definition.

Start

- In all cases where no new BMP is installed or where the BMPs do not meet the required volumes, review of possible modifications to city-owned downstream and nearby BMPs should occur.
- Preference should be given to use of Runoff Reduction Measures rather than traditional Water Quality Measures when available. Runoff Reduction Measures for linear projects may include pervious or porous pavement or pavers, stormwater street tree wells, enhanced swales, or bioretention in roadside bulbouts or roundabout islands.



Other acceptable hardships include: installation of BMPs would impact threatened or endangered species, would damage historic structures or areas, would impact wildlife refuge areas, would delay the project by over 90 days, or would compromise specimen trees.

RRV =

ChPv =

If over 1 ac disturbance, provide total impervious square footage.



Alphaire
Fire Station
#85

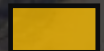
Jennifer Oaks Dr

NORTH

Mid Broadwell Rd

Rumson Ln

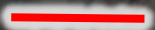
Legend



Location of Culvert Replacement



6ft Sidewalk Design



5ft Sidewalk Design

Existing Conditions



CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 24-123

RFP Title: MID BROADWELL CULVERT DESIGN

RFP Addendum Posting Date: MAY 16, 2024

ADDENDUM # 1

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 new 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.

BEGIN ADDENDUM

The City of Alpharetta (City) is changing the request for proposal documents in the following respects:

The following information on page 5 of the Scope of Work-Submittal Info document is deleted in its entirety.

G. Alternate

~~i. The sidewalk extension on the southern side of Mid-Broadwell Road, the northern side of the project, is being designed by other entities. This alternate would include coordination with the other design organization and adjustments to the culvert design to connect the sidewalk elevation and account for new stormwater discharges into the wing of the headwall. This is considered an alternate due to the uncertainty associated with the timing of both projects.~~

Replace with the following:

G. Alternate

i. Designing the sidewalk east and west of the culvert along with any adjustments to the culvert design to connect the sidewalk elevation and account for new stormwater discharges into the wing of the headwall.

END ADDENDUM



24-123 - MID BROADWELL CULVERT DESIGN

Project Overview

Project Details	
Reference ID	24-123
Project Name	MID BROADWELL CULVERT DESIGN
Project Owner	Beth Rucker
Project Type	RFP
Department	Public Works
Project Description	The City of Alpharetta is accepting proposals for the Mid-Broadwell Culvert Design. The culvert conveys a tributary of Foe Killer Creek (Tributary 7.1) and is located west of Jennifer Oaks Drive on Mid-Broadwell Road. The culvert is in poor condition and does not currently meet the City’s desired Level of Service (LOS). The city also intends to extend the sidewalk on the southwestern side of Mid-Broadwell Road and the project includes design for the section of sidewalk within the project limits. Event ID: PE-66085-NONST-2024-000000029
Open Date	Apr 25, 2024 8:30 AM EDT
Close Date	May 23, 2024 10:00 AM EDT

Submissions

Supplier	Date Submitted
Moffatt & Nichol	May 21, 2024 7:18 PM EDT
Keck & Wood, Inc.	May 23, 2024 9:02 AM EDT
BenchMark Management, LLC	May 22, 2024 10:58 AM EDT
Freese and Nichols, Inc.	May 22, 2024 4:15 PM EDT

24-123 - MID BROADWELL CULVERT DESIGN

Scoring Summary

Active Submissions

	Total	B - Group 2 Technical	B-1 - Statements of Qualifications, Project Team, References	B-2 - Technical Proposal, Project Approach, Previous Projects	B-3 - Available Resources, Project Schedule	C - Group 3 Cost Proposal	C-1 - Cost Proposal
Supplier	/ 100 pts	/ 70 pts	/ 20 pts	/ 30 pts	/ 20 pts	/ 30 pts	/ 30 pts
Moffatt & Nichol	86	56	14.67	24	17.33	30	30 (\$118,815.00)
Keck & Wood, Inc.	84.99	56	15.33	24	16.67	28.99	28.99 (\$122,955.00)
BenchMark Management, LLC	50.89	33	9.333	15	8.667	17.89	17.89 (\$199,200.00)
Freese and Nichols, Inc.	45.6	35.67	10.67	15	10	9.928	9.928 (\$359,014.00)

PROPOSAL

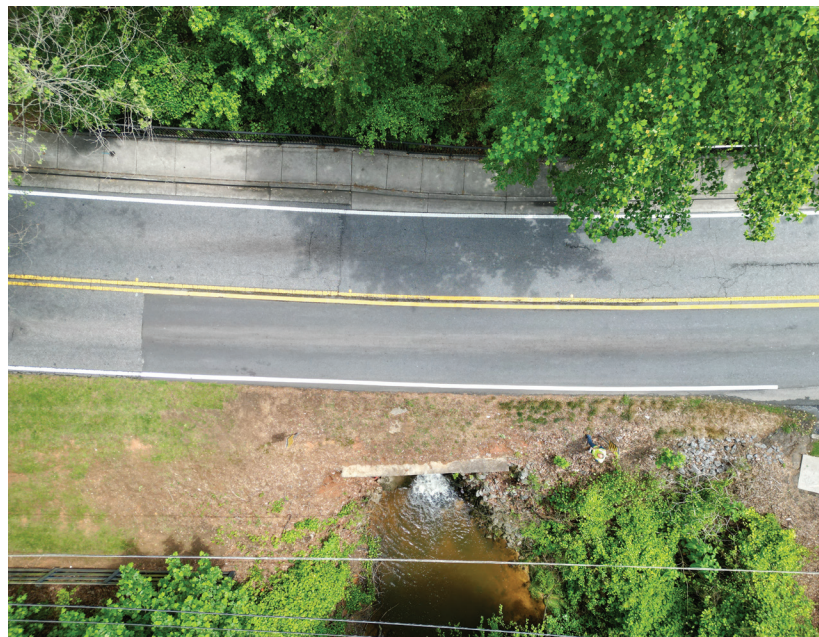
Prepared for the City of Alpharetta
May 2024



moffatt & nichol

MID-BROADWELL CULVERT DESIGN

RFP NUMBER: 24-123



May 21, 2024

Beth Rucker, Procurement Agent
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Subject: Mid-Broadwell Culvert Design (RFP Number 24-123)

Dear Ms. Rucker and Members of the Selection Committee:

Strong partnerships between municipalities and consultants are key to successful project delivery. To best complete this project for the City of Alpharetta, it is important for the City to partner with a firm you can trust, with a team you know—**Moffatt & Nichol, Inc. (M&N)** is that team. Led by a highly qualified project manager, delivered by a talented and local team, and supported by a time-tested project delivery system, the M&N team is structured to provide project solutions to bring the Mid-Broadwell Culvert back up to the City's desired level of service and extend the sidewalk within the project limits.

The M&N team brings you a local, responsive, committed staff with the right experience, offering the City a number of key advantages, including:

- **A Project Manager You Can Depend On.** Project Manager Fahim Attar, PE, is an Atlanta-based project manager who has completed multiple projects for the City. He knows your organization, project deliverable expectations, and has positive relationships with City staff. Fahim is supported by a qualified design team with similar and relevant experience, providing the City with the confidence we can deliver. Fahim's Alpharetta experience includes the Roswell Street Intersection Improvements, Windward Parkway Pedestrian Bridges, and Tradewinds Parkway Traffic Study projects. His knowledge of and familiarity with local projects will be critical to project success.
- **A Complete Team.** To best meet the City's needs, we have teamed with **Ecological Solutions** to deliver environmental/permitting services, **TerraMark Land Surveying** to provide surveying services, and **Geo-Hydro Engineers** to provide geotechnical engineering services—all to complement the engineering design led by M&N. Our team will provide the City with 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 require them.
- **Alpharetta-focused Team.** M&N was selected in the past year for the design of pedestrian safety improvements along Roswell Street and a segment of the AlphaLoop trail system, and we are excited for the opportunity to continue working with the City of Alpharetta. Our success is defined by your success, and, as we have in the past, we will work as an extension of Alpharetta's Public Works and Community Development teams. This project is another opportunity to serve as a trusted provider to the City and grow your safe and reliable pedestrian network within the community.

M&N appreciates the time and effort taken to review our qualifications. Should you have any questions or need additional information, please do not hesitate to contact Project Manager Fahim Attar at 678.477.5232 or fattar@moffattnichol.com. We look forward to your positive response and to continuing our partnership with the City.

Sincerely,

MOFFATT & NICHOL, INC.



Ron Osterloh, PE
Vice President, Project Principal



Fahim Attar, PE
Project Manager

**Single Point of Contact and
Office Location**

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

STATEMENTS OF QUALIFICATIONS: PROJECT TEAM, REFERENCES



The Moffatt & Nichol Team

Founded in 1945, Moffatt & Nichol (M&N), has enjoyed steady growth worldwide and in Georgia. Today, we provide work from more than 55 offices and offer more than 1,100 employees. Our Georgia operations began in downtown Savannah in 2002; since then, we added an Atlanta office in 2012 and a Peachtree Corners office in 2023. Our more than 60 Georgia personnel work closely together to deliver transportation and civil design projects—cooperation that is evident in our team composition for this project.

Our history of working with the City of Alpharetta and the partnerships we have developed with City staff will prove beneficial to the project. Our local project management and design team will be responsible for project delivery. Project Manager Fahim Attar, PE, works from our Atlanta office.

M&N strives to provide responsive, efficient, and detail-attentive services with the goal of delivering 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.

Our experience with similar type projects is described in more detail at the end of this section.

For this project, M&N has teamed with three local firms who share our commitment to delivering a high level of customer service. We have worked with each on past projects. The following are brief qualifications for our team partners.

Ecological Solutions – Environmental, Permitting

Ecological Solutions, Inc., a natural resources consulting firm since 1999, provides clients with solutions for environmental opportunities, concerns, and guidance in the regulatory permitting process. They will provide any necessary ecology surveys, wetland/stream delineations, and permitting services for the Mid-Broadwell Culvert project.



They 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, National Pollutant Discharge Elimination System (NPDES) inspection services, project oversight, and water quality sampling services make certain that projects remain in compliance once permitted.

Ecological Solutions worked with M&N on the Windward Parkway Pedestrian Bridge project for the City of Alpharetta.

Geo-Hydro Engineers

With 44 years of experience and five offices across the Southeast, Geo-Hydro is a leader in the fields of geotechnical engineering, environmental consulting services, construction materials testing, and special inspections. Their team serves projects varying in size and scope throughout numerous sectors. Clients include owners (private and public), industry, developers, architects, structural engineers, and contractors. Notably, Geo-Hydro has been the geotechnical and construction testing consultant for Six Flags Over Georgia and Lockheed Martin's Marietta facility continuously for more than 30 years.



Geo-Hydro provides a comprehensive suite of geotechnical services and has developed in-house engineering procedures and testing programs to meet the special needs of clients.

TerraMark Land Surveying—Survey

TerraMark Land Surveying, Inc. is an employee-owned firm specializing in surveying, mapping, and geographic information systems (GIS) services. They will provide all necessary survey services. Based in Marietta, the firm includes five professional land surveyors, two certified GIS professionals, and numerous individuals in the training phase of their careers who will ultimately become registered professionals. TerraMark has provided services to a wide spectrum of the public and private markets in the Southeast since incorporating in 2002. Their registered professionals have worked together in varying capacities for over the past 20 years.



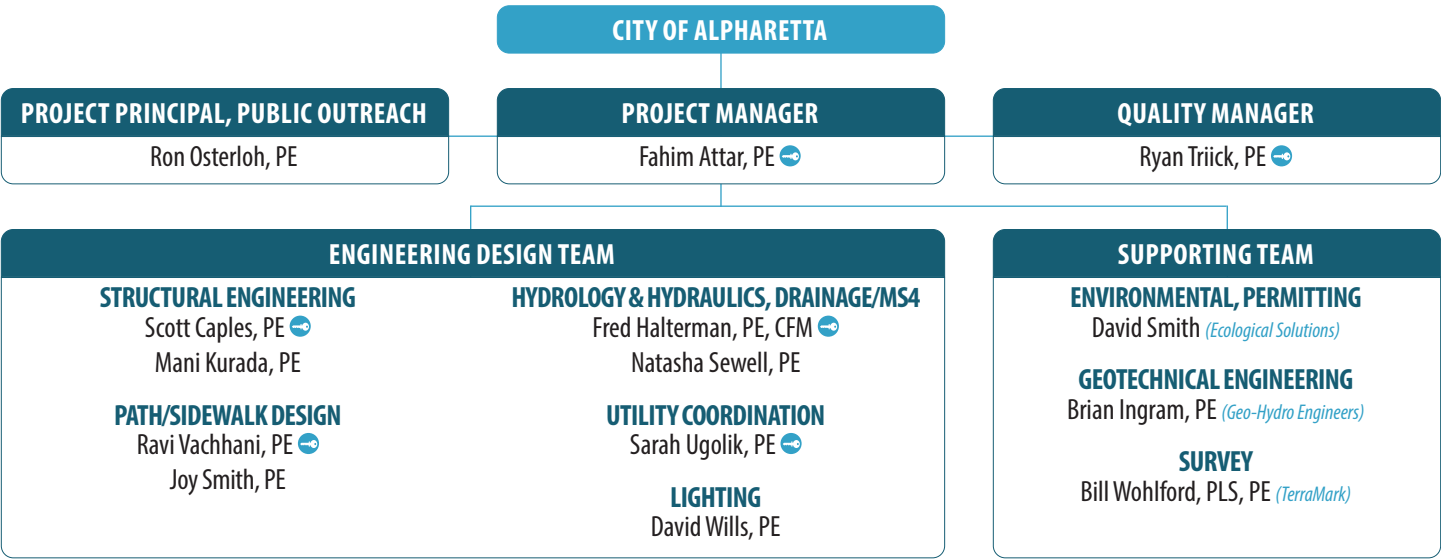
TerraMark has worked with the M&N design team on more than eight projects since 2022, providing services such as property and topographic surveys, Department of Transportation surveys, easement exhibits, legal descriptions, and land acquisitions.

KEY TEAM MEMBERS

Our team has been assembled with a focus on a seamless transition of the design activities, driving the project schedule, and designing a culvert and sidewalk project that is constructible and cost-efficient. Our statewide staff works together seamlessly on many projects, coordinating efficiently to meet schedule and budget commitments.

Fahim Attar, PE, will once again lead the M&N team. His background working on Alpharetta projects, similar experience, ability to meet aggressive schedules, and technical involvement in all projects he works on make him the ideal project lead. His involvement in all technical aspects of this project will allow communications and meetings with the City to be efficient and productive in driving the project forward. **Fahim's current workload is manageable and will not affect the success or timeline of this project. He is fully committed and will lead this experienced team through the entire design process.**

ORGANIZATIONAL CHART



Key personnel (resume included) • The design team presented above is supported by engineering, drafting, clerical, and field personnel support as needed

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 2-mile-long trail in Columbus called Follow Me Trail, which included trail design, pedestrian bridge, drainage design, and environmental permitting. Fahim is well-versed in GDOT’s pedestrian and streetscape manual, American Association of State Highway Transportation Officials (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.

An organizational chart illustrating our proposed project team appears above. Resumes that provide a summary of qualifications for key personnel are included on the following pages.

References

Please feel free to contact the individuals listed below to discuss M&N’s performance on similar type projects within the last five years. Our focus on quality delivery, customer service, and on-time performance makes our team the right choice for this project.

Reference	Contact	Project(s)
Scott Tkach, City Engineer City of Milton	678.242.2619 scott.tkach@miltonga.gov	Milton City Park & Preserve Trail, Drainage, and Habitat Improvements
Arash Moradkhani, Transportation Engineering Manager City of Alpharetta	678.297.6260 amoradkhani@alpharetta.ga.us	Pedestrian Safety Improvements at Roswell Street & AlphaLoop Multi-Use Path Tradewinds Parkway Traffic Study Windward Parkway Pedestrian Bridges and Sidewalks
David Borkowski, City Engineer City of Peachtree City	770.631.2538 dborkowski@peachtree-city.org	Gateway Bridge Multi-Use Path at MacDuff Parkway

Resumes of Key Personnel

FAHIM ATTAR, PE
Project Manager



Fahim Attar is a transportation project manager with 25 years of engineering experience, the past 18 of which have been focused on roadway and trail design. He has served as project manager on numerous GDOT, county, and city projects from concept phase to construction. As a result, he is thoroughly familiar with GDOT's policies and procedures and those of multiple city/county jurisdictions. His 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; municipal separate storm sewer system (MS4) design; erosion, sedimentation and pollution control and monitoring plan preparation; signing and marking design; quantities and cost estimates; and construction and right-of-way (ROW) plans.

REPRESENTATIVE PROJECT EXPERIENCE

Roswell Street Intersection Improvements, Alpharetta, GA. Project manager for intersection improvements at Marietta Street and Roswell Street. This project also encompasses the design of a 12-foot multi-use path (AlphaLoop) along Roswell Street, extending from Old Milton Parkway to Old Roswell Street. This project includes intersection design, path design, drainage design, signing and marking, erosion control plans, and cost estimating.

Gateway Bridge Multi-Use Path at MacDuff Parkway, Peachtree City, GA. Project manager for this half-mile-long project featuring a 12-foot, Americans with Disabilities Act (ADA)-compliant, multi-use path and pedestrian bridge 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.

Milton City Park and Preservation Trail, Drainage, and Habitat Improvements, Milton, GA. Project manager for this 1.3-mile multi-use trail in an inactive park and sidewalk along Dinsmore Road. The project encompasses a comprehensive range of tasks, including trail design, boardwalk design, multi-use path design, hydraulic and hydrology study, erosion control plans, planting plans, and cost estimate.

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-compliant pedestrian bridges 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.

South Lumpkin Multi-Use Trail (Follow Me Trail), Columbus, GA. Lead engineer for the proposed Follow Me Multi-Use trail construction. This 2-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, ROW plans, and final plans.

Redwine Road Trail, Fayetteville, GA. Lead engineer for the proposed Redwine Trail. This 4-mile-long project provided a 13-foot, ADA-compliant multi-use path along Redwine Road to connect the existing trails. The project included trail design, pedestrian bridge design, hydraulic and hydrology study, erosion control plans, signing and marking, and cost estimate.

YEARS OF EXPERIENCE / WITH M&N

25 / 6

EDUCATION

BS, Civil Engineering, KNT University

REGISTRATION

Professional Engineer: Georgia, #041620

CERTIFICATIONS

Georgia Soil and Water Conservation Commission Level II Certified Design Professional, #87120

GDOT Plan Development Process Certification

FRED HALTERMAN, PE, CFM

Hydrology & Hydraulics, Drainage, MS4



Fred Halterman 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, stormwater 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, City of Alpharetta, GA. Technical team support responsible for HEC-RAS hydraulic modeling and study report for four pedestrian bridges and roadway drainage. 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 Federal Emergency Management Agency (FEMA) regulatory floodway.

Pipemakers Canal Floodplain Analysis, Chatham County, GA. Technical team support for developing a 2D HECRAS riverine-tidal floodplain study for Pipemakers Canal as part of the Georgia Ports Authority (GPA) terminal facility to provide a base hydrologic and hydraulic model to aid in planning future expansion projects within the facility for the FEMA and county compliance.

Hunters Branch Streambank Stabilization, 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. Stream stabilization design also included the design of a rip rap basin to provide energy dissipation to prevent future scour potential downstream.

Quacco Road Improvement Project, Chatham County, GA. Technical team support for drainage regarding the roadway widening from east of the I-95 bridge to the intersection of SR 25/US 17 – 2.2 miles in length. Drainage included MS4 permit compliance, best post-best management practice (BMP) selection based on GI and LID GDOT design practices, and providing stormwater management facilities along the corridor.

Pooler Parkway/ Quacco Road Widening, Stage 1, 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 MS4 permit compliance, BMP selection based on GI and LID GDOT design practices, and providing stormwater management facilities along the corridor.

Battery Park City Resiliency Design-Build, New York City, NY. Technical team support for developing XPSWMM 1D/2D model for climate change resiliency design for Battery Park along the Hudson River. The challenge for this active design is to incorporate future probable changes with sea level rise along with inland rainfall to develop a design for flood protection. This protection included updating internal conveyance along with deployable barrier walls for the Battery Park and Lower Manhattan Areas to mitigate sea level rise for the year 2050.

Georgia Floodplain Risk Map Program Phase III, Statewide. Engineering manager for independent technical review of Upper Ocmulgee Watershed Study, which involved the study's hydrological watershed and hydraulic modeling. Clayton, DeKalb, Henry, Rockdale, and Walton Counties were part of the Upper Ocmulgee Study. Project complied with FEMA's Guidelines and Specifications for Flood Mapping Partners utilizing the new current Risk Map products. This project also involved performing seven dam breach models on the Upper Ocmulgee Watershed that Fred was involved with using FEMA's GeoDam-BREACH program.

YEARS OF EXPERIENCE / WITH M&N

35 / 2

EDUCATION

MS, Water Resources Engineering and Geotechnical Engineering, University of Idaho
BS, Civil Engineering, Valparaiso University

BS, Construction Technology, Purdue University

REGISTRATION

Professional Engineer: Georgia, #31813

CERTIFICATIONS

Certified Floodplain Manager, #26809

GSWCC Level II Certified Design Professional, #2562

RAVI VACHHANI, PE

Path/Sidewalk Design



Ravi Vachhani has experience leading various types of transportation improvements projects, including trail design, roadway widenings, intersection upgrades, and bridge replacements. He has worked on projects for GDOT and cities and counties throughout metropolitan Atlanta and around Georgia, and is thoroughly familiar with municipal design processes and guidelines.

REPRESENTATIVE PROJECT EXPERIENCE

Pooler Parkway/Quacco Road Widening and Intersection Improvements, Chatham County, GA. Lead design engineer for a traffic operations and safety improvement project involving roadway widening and a roundabout alongside improvements to multiple intersections, drainage features, and pedestrian facilities along a 1.7-mile-long segment of Pooler Parkway/Quacco Road.

Brampton Road Connector, Chatham County, GA. Engineer for the construction revisions of the proposed Brampton Road widening and construction project. The Brampton Road connector project aims to enhance truck traffic accessing Gate 3 of the GPA at the Garden City Terminal. This project involved completing concept development, environmental studies, documentation, bridge design, wall design, hydrology and hydraulic studies, ROW plans, and final construction plans.

City of Norcross Livable Centers Initiative (LCI) Beaver Ruin Creek Greenway, Gwinnett County, GA. Project manager for project that included approximately 3.3 miles of shared-use path. The trail includes a combination of various on-street and off-street segments, and the undeveloped section of the shared-use path will include two bridges and two boardwalk sections.

CS 127/Ashford Dunwoody Road at CS 145/Windsor Parkway, Brookhaven, GA. Lead designer for operational intersection improvements at Ashford Dunwoody Road at Windsor Parkway. Project consists of converting existing one-way stop T-intersection into a three-leg roundabout with trail connectivity.

Engineering Services for Quacco Road Improvements, Savannah, GA. Staff engineer for a traffic operations and safety improvement project involving roadway widening and improvements to multiple intersections, drainage features, and pedestrian facilities along a 2.6-mile-long segment of Quacco Road in Chatham County. Designed and modified existing drainage and water quality structures. Managed 3D modeling using profiles and superelevation according to the proposed mainline design. Adding design revisions and changes as ever-growing development along corridor changes anticipated needs and traffic.

LCI Beaver Ruin Creek Greenway, Gwinnett County, GA. Project manager. The Norcross Greenway project includes approximately 3.3 miles of shared-use path beginning southeast of Buford Highway/US 23/SR 13 on S. Cemetery Street and ending nearing Pinnacle Way. The trail includes a combination of various on-street and off-street segments, and the undeveloped section of the shared-use path will include two bridges and two boardwalk sections.

Ashford-Dunwoody Road at Windsor Parkway, DeKalb County, GA. Project manager and design lead. The project supports regional mobility and safety goals by implementing operational improvements to the intersection of Ashford Dunwoody Road at Windsor Parkway. Improvements include traffic signals and left/right turn lanes. The project also includes approximately 0.2 miles of complete street improvements to Ashford Dunwoody Road between Oglethorpe Drive and Windsor Parkway.

Bridge Replacement SR 38/US 84 WB at Doctors Creek, Long County, GA. Staff engineer responsible for design revisions and coordination with prime consultant. Developed design revisions and additional roadway improvements and oversaw incorporation into construction plans. Project entails the replacement of the westbound bridge on US 84 and safety improvements to the existing eastbound bridge to bring the bridge up to current GDOT safety standards.

Bartow County Cass-White Road Phase II, Bartow County, GA. Project manager for Phase II improvements to widen Cass-White Road from Busch Drive to approximately 250 feet east of the Great Valley Parkway/Highland 75 Industrial Park for nearly 1.3 miles. The existing ROW varies from 80 to 175 feet. The proposed typical section of Cass-White Road would consist of two 12-foot-wide travel lanes and one 4-foot-wide bike lane in each direction separated by a 20-foot-wide raised median. Outside shoulders would be 16-foot-wide urban shoulders, including a 30-inch-wide concrete curb and gutter and 5-foot-wide sidewalk separated by a 6-foot-wide grass strip. The proposed ROW would be approximately 200 feet. Improvements would be implemented at selected intersections along the project corridor to eliminate left turn movements and reduce the number of possible collision points.

YEARS OF EXPERIENCE / WITH M&N

8/2

EDUCATION

BS, Civil Engineering, Clemson University

REGISTRATION

Professional Engineer:
Georgia, #47518
South Carolina, #36169

CERTIFICATIONS

GSWCC Level II Certified Design Professional, #83426

GDOT Plan Development Process Certification

SCOTT CAPLES, PE

Structural Engineering



Scott Caples' engineering design career includes 40 years of experience designing and analyzing bridge structures. In his current role, Scott is responsible for proposal preparation, budgeting and staff management, technical direction, overall production, and quality control of all M&N bridge projects in Georgia. He has worked with several different state transportation departments, county governments, and local municipal clients over the course of his career and is currently involved in all M&N bridge design activities in Georgia. He is engaged in project pursuits, teaming, project management and client coordination, as well as conceptual design, construction document preparation, quality control, and construction phase services using design-bid-build or design-build delivery methods.

REPRESENTATIVE PROJECT EXPERIENCE

Windward Parkway Pedestrian Bridges over Big Creek & Big Creek Tributary, Alpharetta, GA. Structural engineer who led all phases of development for four new pedestrian bridges and modular block retaining walls on either side of Windward Parkway and adjacent to the existing vehicular bridges at Big Creek and at Big Creek Tributary. The new pedestrian bridges were prefabricated, steel trusses that clear span the waterways with lengths varying between 103 feet and 162 feet. Bridge supports were simple concrete end bents with pile foundations.

Multi-Use Bridge over I-285 (The Atlanta Perimeter), Atlanta, GA. Bridge design manager and lead bridge engineer for this high-level, six-span, 620-foot-long prestressed concrete (PSC) girder pedestrian and transit bridge spanning I-285. The new bridge connects the Cobb Galleria complex with The Atlanta Battery, a new, mixed-use development adjacent to the Atlanta Braves' new stadium, Truist Park. The new bridge was designed as a one-of-a-kind signature structure to provide needed connectivity between two major mixed-use venues. The overall structure length is over 1,100 feet including the flanking mechanically stabilized earth (MSE) walls and ramps. The structure includes decorative lighting, architectural fencing and railings, planters, and hardscape features. This project received the 2017 Best Bridge Design Award from the Georgia Partnership for Transportation Quality.

Multi-Use Path Bridge at SR 54 over Lake Peachtree, Peachtree City, GA. Project manager who oversaw all phases of development for replacement of an aging, multi-use path bridge with a wider structure that better serves the residents of Peachtree City. Situated on what is the busiest section of the city's extensive trail network, the new 12-foot-wide structure replaces the existing, functionally obsolete 7'-0" wide bridge that causes major disruptions to traffic flow on the trail because it can only accommodate a single lane of traffic across the bridge at a time. The proposed replacement bridge is a three-span, 160-foot-long prefabricated steel truss structure supported on steel H-pile bents. The low profile, three-span truss design maintains the existing trail grade and height of railing to maintain a clear view of the lake. The project is ADA-compliant and involved significant coordination efforts with Peachtree City, utility companies, and GDOT on the maintenance of traffic plans, which included an on-site temporary detour of current trail traffic up onto the shoulder of the adjacent SR 54 bridge over the lake.

SR 92 Realignment & Grade Separation, Douglasville, GA. Bridge design manager responsible for overall production and technical direction of all structural design on the project including coordination with the GDOT and Norfolk Southern Railway. This urban relocation of SR 92 through the City of Douglasville is currently under construction. When complete, it will accommodate six lanes of traffic with a raised concrete median and sidewalks, 10 miles of side road realignments, three bridges and retaining walls. Each new grade separation structure will be a single-span bridge using either PSC beam or steel plate girder superstructure, supported on full-height concrete abutment walls.

SR 17 Alt. over Toccoa Creek, Stephens County, GA. Bridge design manager for full bridge replacement design services—concept phase through final design and construction. The project included concept alternatives analysis, staging coordination, hydraulic study with a FEMA-regulated floodway, and numerous utility relocations, as well as Section 20 plans. To accommodate traffic and pedestrians during construction, the project also includes a prefabricated, temporary on-site detour bridge clear spanning the creek.

SR 198 over I-85, Franklin County, GA. Bridge design manager for full bridge replacement design services, concept phase through construction phase, to replace a very narrow, four-span steel beam bridge over I-85. SR 198 was closed at the bridge and traffic maintained on an off-site detour during construction. The new, 280-foot-long bridge carries two lanes of traffic and full width shoulders on a slightly curved alignment over I-85. Span lengths were set to accommodate the planned future widening of I-85 and consist of two 140-foot-long PSC girder spans with dog-legged framing.

YEARS OF EXPERIENCE / WITH M&N

40 / 8

EDUCATION

BS, Civil Engineering, Johns Hopkins University

REGISTRATIONS

Professional Engineer:

Georgia, #29371

Maryland, #18909

Ohio, #59214

South Carolina, #23662

RYAN TRIICK, PE

Quality Manager



Ryan Triick has 26 years of experience on transportation improvement projects around metro-Atlanta and throughout Georgia. As a project manager and engineer on these projects, Ryan has reviewed and overseen review of countless design submittals. He has developed quality review processes that address constructability, readability, and completeness of design using cross discipline and external review methods.

REPRESENTATIVE PROJECT EXPERIENCE

City of Alpharetta Design Projects, Alpharetta, GA. Quality manager providing design and submittal reviews for multiple assignments for the City of Alpharetta, including the Windward Parkway Pedestrian Bridges and Sidewalks and Pedestrian Safety Improvements at Roswell Street & AlphaLoop Multi-Use Path projects.

Milton City Park and Preservation Trail, Drainage, and Habitat Improvements, Milton, GA. Quality manager for this 1.3-mile multi-use trail in an inactive park and sidewalk along Dinsmore Road. The project encompasses a comprehensive range of tasks, including trail design, boardwalk design, multi-use path design, hydraulic and hydrology study, erosion control plans, planting plans, and cost estimate.

Engineering Services for Quacco Road Improvements, Savannah, GA. Quality manager for this safety improvement project involving roadway widening and improvements to multiple intersections, drainage features, and pedestrian facilities (boardwalk) along a 2.6-mile-long segment of Quacco Road. Designed and modified existing drainage and water quality structures. Managed 3D modeling using profiles and superelevation according to the proposed design.

YEARS OF EXPERIENCE / WITH M&N

26 / 4

EDUCATION

BS, Civil Engineering, Georgia Institute of Technology

REGISTRATION

Professional Engineer:
Georgia, #30109

CERTIFICATIONS

GSWCC Level II Certified Design Professional, #18859

GDOT Plan Development Process Certification

SARAH UGOLIK, PE

Utility Coordination



Sarah Ugolik is a utility engineer who has worked as lead utility engineer from project initiation to final deliverable phase, assisting in developing utility agreements and property information. Sarah has assisted in easement documentation, estimates, and scheduling and completed the actual design of both wet and dry utilities.

REPRESENTATIVE PROJECT EXPERIENCE

Windward Parkway Pedestrian Bridges and Drainage, Alpharetta, GA. Utility coordinator for the proposed pedestrian bridges on Windward Parkway over Big Creek and Big Creek Tributary. Sarah communicated directly with utility owners to identify maintenance clearance requirements so that the proposed pedestrian bridges would not impede access to utilities tied to the existing bridges.

Pooler Parkway/Quacco Road Widening from west of Westbrook Lane to east of Canal Bank Road, Pooler, GA. Utility lead engineer for this project that includes roadway widening and operational improvements to intersections, drainage features, utility relocations, and pedestrian facilities along a 1.77-mile-long segment of Pooler Parkway/Quacco Road. Sarah is responsible for the utility coordination throughout this project, which included incorporating Levels C and D survey and communicating with all utilities in the area. Through first and second utility submittals, all facilities were confirmed and the Avoid, Minimize, Accommodate (AMA) process utilized. Sarah coordinated with each company to determine relocation options when required.

Trail and Habitat Improvements at the Milton City Park & Preserve, Milton, GA. Utility coordinator for the proposed multi-use trail, a 1.3-mile project involving the creation of a 14-foot, ADA-compliant multi-use path within the former Milton Country Club. Sarah will lead the utility coordination and relocation process including the first and second utility submittals and provide direct communication with utility owners and design team to identify avoidance.

YEARS OF EXPERIENCE / WITH M&N

13 / 3

EDUCATION

BS, Civil and Environmental Engineering, Bucknell University

REGISTRATION

Professional Engineer:
Georgia, #42036

Experience on Similar Type Projects

WINDWARD PARKWAY PEDESTRIAN BRIDGES & SIDEWALKS ALPHARETTA, GEORGIA

M&N is working for the City of Alpharetta on the Windward Parkway pedestrian bridges and drainage modification project, which involves two main components: (1) designing four pedestrian bridges and their connections to the existing sidewalk network, and (2) addressing identified drainage concerns affecting two private residences on Windward Parkway.

The proposed pedestrian bridges on either side of Windward Parkway at Big Creek and at Big Creek Tributary are prefabricated, weathering steel truss structures that carry 8-foot-wide concrete walkways. The bridges are sized for hydraulic efficiency and demonstrate a no-rise condition for the affected waterways. Additionally, M&N was responsible for resolving a known area of concern involving a stormwater drainage issue at an inlet pipe located between two residences built at what was a natural low point prior to neighborhood development. M&N is exploring various options to address this drainage issue.

Many utility lines were present at these locations, and extensive coordination has been undertaken to avoid any utility conflicts, helping to expedite construction time and lower construction costs. The tasks associated with this project include environmental documentation/permitting, sidewalk and pedestrian bridge design, drainage design, staged construction/maintenance of traffic, geotechnical services, topographic survey, utility coordination, ROW accommodation, public outreach support, and construction cost estimating.



PROJECT SPOTLIGHT

- › Pedestrian safety improvements
- › Multi-use trail design
- › Drainage improvements
- › Avoidance of stream buffer variance

KEY PERSONNEL

- › Fahim Attar – Project Manager
- › Ryan Triick – Quality Manager
- › Ravi Vachhani – Trail Design Lead
- › Fred Halterman – Drainage Engineer
- › Sarah Ugolik – Utility Engineer
- › Ron Osterloh – Principal

MILTON CITY PARK & PRESERVE TRAIL, DRAINAGE & HABITAT IMPROVEMENTS 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, trail design, hydraulic and hydrology design, planting schemes, landscape plans, and construction cost estimates. M&N was actively involved in public engagement and engaged with adjacent property owners to ensure the project's success. This project was funded by the Georgia Outdoor Stewardship Program grant, American Rescue Plan Act, and Transportation Special Purpose Local Option Sales Tax. M&N was involved in managing this project according to the criteria of each of these grants.

The design was completed in accordance with GDOT and City of Milton standards, details, and policies. The project also strictly adhered to AASHTO Guidelines and the Manual on Uniform Traffic Control Devices.



PROJECT SPOTLIGHT

- › Wetlands and stream protection
- › Stormwater assessment and design
- › Innovative detention/infiltration solutions
- › Stream buffer variance and 404 permit

KEY PERSONNEL

- › Fahim Attar – Project Manager
- › Ryan Triick – Quality Manager
- › Scott Caples – Structural Engineer
- › Fred Halterman – Hydrology/Hydraulics
- › Sarah Ugolik – Utility Engineer
- › Ron Osterloh – Principal

BRAMPTON ROAD CONNECTOR CHATHAM COUNTY, GEORGIA

This locally-sponsored project served to improve access to Gate 3 at the Garden City Terminal in Savannah through an approximately 1-mile-long roadway on new location, providing much-needed congestion relief for trucks. The new roadway eliminates a highway-rail at-grade crossing, allowing freight free-flow to the terminal from the SR 25/Main Street/Burnsed Boulevard intersection. Eliminating the at-grade crossing will be achieved by relocating approximately 4,000 feet of railroad and constructing a 15-span, 1,864-foot-long grade separation over three rail corridors and the Dundee Canal. A value engineering analysis resulted in the use of MSE walls at the bridge ends to reduce earthwork ROW impacts to adjacent businesses, and a design variance was approved for a reduced median width from 20 feet to 8 feet. M&N was responsible for overall project management, concept through final design, and environmental documentation and permitting and served as the main point of contact with GPA, GDOT, Garden City, Chatham County, and City of Savannah.

The design was completed in accordance with GDOT standards, details, and policies. The project also strictly adhered to AASHTO Guidelines and MUTCD.

Tasks included drainage design, staged construction/maintenance of traffic, geotechnical services, topographic survey, utility coordination, ROW accommodation, public outreach support, and construction cost estimating.



PROJECT SPOTLIGHT

- › Hydrology/hydraulics study
- › Complex utility coordination
- › Design variance for project cost savings
- › Bridge design

KEY PERSONNEL

- › Fahim Attar – Project Manager
- › Ryan Triick – Quality Manager
- › Scott Caples – Structural Engineer
- › Fred Halterman – Hydrology/Hydraulics
- › Sarah Ugolik – Utility Engineer
- › Ron Osterloh – Principal

HUNTERS BRANCH ROAD STREAM RESTORATION SANDY SPRINGS, GEORGIA

The City of Sandy Springs needed a repair for the severely damaged stream embankment at the residence of 7140 Hunters Branch Drive. The outer embankment was severely eroded from past extreme rainfall events compromising the use of the property. The project included a stabilization embankment and scour hybrid-green design at the culvert outlet that M&N performed. The stream bank design entailed reinforcing the embankment with tie-back anchors/live stake vegetation along armoring the area with Flexamat for bankfull flow. A riprap basin was part of the design to reduce excessive erosive velocities for the tailwater of the culvert outlet.

M&N also provided construction document production, permitting, bid support, and construction administration services through construction.



PROJECT SPOTLIGHT

- › Hybrid natural/hardscape design
- › Calming scour outlet basin
- › Live stake bank stabilization

KEY PERSONNEL

- › Fred Halterman – Project Manager/
Technical Advisor
- › Natasha Sewell – Asst. Project Manager,
H&H Design
- › Ron Osterloh – Principal

FEMA FY23, REGIONS 1, 2, 3 & 5 PRODUCTION WASHINGTON, DC

Since 2021, M&N has served as a FEMA Production and Technical Services (PTS) contractor through the joint venture, Advancing Resilience in Communities. Through the FEMA PTS contract, M&N has provided a variety of services to FEMA Regions 1, 2, 3, and 5 as well as FEMA headquarters including the following:

- › Gauge analysis
- › Field reconnaissance and data collection
- › Riverine and coastal flood modeling
- › Floodplain and flood hazard mapping
- › Community outreach
- › Post-preliminary processing
- › Reviewing and addressing appeals
- › Evaluation of previous studies
- › Coordination with FEMA regional staff

Through various projects and studies, M&N has developed a bench of professionals who are well-versed in FEMA procedures, methodology, and regulations and are accustomed to communicating with FEMA staff at all levels.



PROJECT SPOTLIGHT

- › Region 2, Muskegon Watershed risk production for 87 stream miles

KEY PERSONNEL

- › Fred Halterman – Project/Production Technical Manager
- › Natasha Sewell – FEMA Hydrology/Hydraulics Production

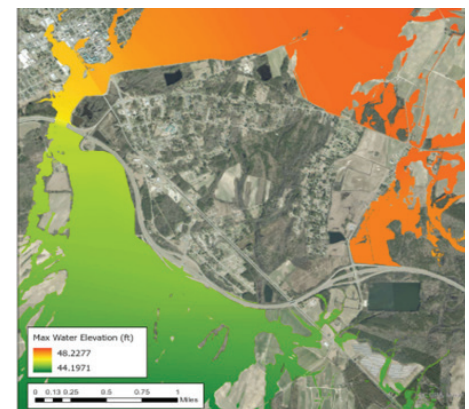
NCDOT FLOOD RESILIENCE STUDY PRINCEVILLE, NORTH CAROLINA

M&N, in partnership with Catlin Engineers and Scientist, was selected by the US Army Corps of Engineers (USACE) as part of the Princeville, NC Flood Risk Management Integrated Feasibility Report and Environmental Assessment to finalize the levee design. Since the construction of the levee in 1967, the City of Princeville has experienced considerable flooding from two extreme weather events: Hurricanes Floyd (1999) and Matthew (2016).

The 2015 report provided several Courses of Action (CoA) Alternative Designs for construction to expand the levee system regarding flood protection. An Authorized Project was selected from the CoAs. This study was expanded for M&N to explore other viable options in detail for flood risk and protection other than the selected recommended Authorized Project. M&N's scope was to investigate at least three more modified CoAs using the Authorized Project and analyze the interior drainage system of the current levee system for capacity and provide Class 5 USACE estimated costs for each option to provide the best flood protection.

To analyze this flood vulnerability, M&N conducted a detailed hydrologic and hydraulic study using the 2015 study information as a base footprint to investigate the nature of flooding in Princeville and how infrastructure interacts with the Tar River. A 1D/2D HEC-RAS coupled model was constructed that represented flow through the Tar River channel, overland through the Town, and past the three bridges crossing the river within the study area. Also modeled were the levee system constructed around Princeville, culverts passing through the levee, and portions of the Town's interior drainage features. All culverts and other storm drainage piping were modeled one dimensionally, while the river hydraulics, bridges, and levee were modeled two dimensionally. To extend the length of the riverine model without producing excessively long computer simulation times, the model was extended further downstream in 1D and interfaced with the 2D portion. M&N calibrated the model using river gauge data, high water marks collected by NCDOT & USACE, and aerial photos taken during the Hurricane Matthew flood peak.

Three modified CoA models of the Authorized Project reduced impacts investigated from the 2015 Study. The CoA with the modified internal pumping system and extended levee up and downstream along the Tar River provided the most benefit at reducing the 100-year peak storm event while increasing the level of flood risk performance for protection. Increases to the floodplain were modeled at about 4 miles downstream. To circumvent this rise, the M&N study determined that additional floodplain storage would be needed to achieve a no-rise, no adverse impact on the floodplain to reduce flood risk for Princeville and the downstream watershed. Additional full 2D modeling will be performed to determine flood storage needs for Princeville.



PROJECT SPOTLIGHT

- › Hydraulics/hydrology study

KEY PERSONNEL

- › Fred Halterman – Senior Technical H&H Modeler, Technical Production Advisor
- › Natasha Sewell – Hydrologic/Hydraulic Modeler

TECHNICAL PROPOSAL: PROJECT APPROACH, PREVIOUS PROJECTS



Project Understanding

The M&N design team has walked the entire corridor to gain a comprehensive understanding of the project scope. This thorough assessment revealed several critical issues and challenges that need to be addressed (discussed in detail below). Mid-Broadwell Road is a 40 MPH thoroughfare characterized by a blend of urban and rural shoulder areas. The project's two primary objectives are as follows: 1) replacing the existing cross pipe with a culvert and headwall structure, and 2) establishing a sidewalk to enhance pedestrian connectivity along the route. This project aims to improve the crossing by mimicking the conditions of the natural stream, creating pedestrian connectivity, and enhancing overall safety measures along Mid-Broadwell Road in the City of Alpharetta.



Culvert Replacement

The culvert crossing over Mid-Broadwell Road resides within the Upper Chattahoochee River Basin of the Foe Killer Creek Watershed on Foe Killer Creek Tributary 7.1. The contributing drainage area for culvert conveyance is 0.51 square miles, with about 76 percent impervious buildout for watershed conditions. The Special Flood Hazard Area (SFHA) for the project is depicted as a Zone-X on FEMA Flood Insurance Rate Map (FIRM) Panel 3121C0054F, which would be the 0.2 percent chance moderate flood risk area. The structure is shown on the FIRM as being overtopped.

Our field visit on May 8, 2024, confirms the condition of the culvert per the request for proposals. The 24-inch corrugated metal pipe (CMP) is very deteriorated with failing stone-cut headwalls. The downstream outlet is perched, scoured, and disconnected from the channel for connectivity. The culvert is undersized for the watershed to support bankfull conditions and the desired level-of-service (LOS) for the 25-year storm event. The 25-year storm event would be close to the stream flow for bankfull conditions, which is when the stream overflows its banks onto the floodplain.

Our team will take a natural-based approach for the design of the new culvert. A site assessment of the stream morphology will be conducted based on the Rogen Method to confirm stream stability and fluvial conditions to support bankfull flow for the new culvert. This assessment will give us an efficient unrestrictive hydraulic opening to support bankfull flow for the LOS storm. Approximated bankfull width of 11 feet was approximated during our field visit.

Once the hydraulic opening is determined, the structure will either be a bottomless or a buried (20 percent bury requirement per USACE) culvert (concrete or steel-plated) based on the selection process. The natural channel will be reestablished through the structure.

Design requirements will be for the 25-year storm LOS event to support seasonal to average normal stream flow, and the FEMA flows will be used from the regulatory hydraulic model to design the structure for possible overtopping and scour countermeasures. Criteria for design will be based on the GDOT Drainage Design for Highways, Revision 3.6, and the City's design requirements.

Regulatory FEMA coordination will not be required since the crossing is in a Zone-X SFHA and not within the FEMA 100-year event SFHA. However, community coordination with the City will be required for the future conditions floodplain to obtain a no-rise certification per ordinance Section 3.4, Floodplain Management.

Sidewalk Design

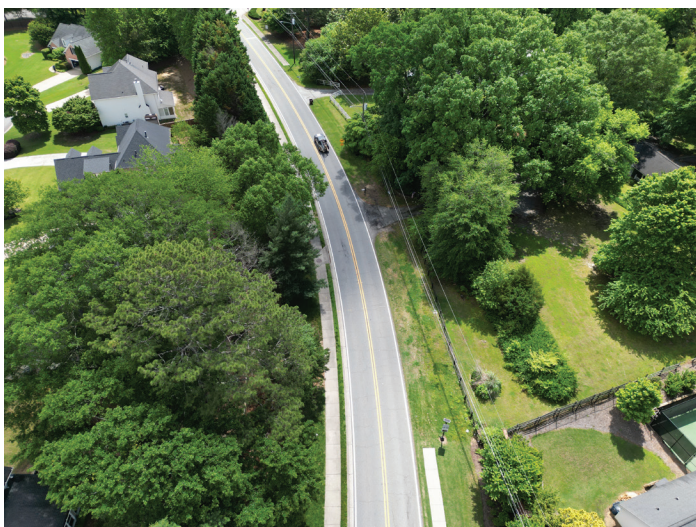
Connectivity is a paramount goal of the Mid-Broadwell Culvert Design project. To fulfill this objective, our design team conducted thorough site visits to identify key areas where sidewalk infrastructure is currently absent. Two primary locations were pinpointed for sidewalk design as integral components of this initiative.

The first segment involves designing a sidewalk on the south side of Mid-Broadwell Road, extending from approximately Gramercy Lane to the beginning of the right turn lane



leading to Jennifer Oaks Drive (about 900 feet). The proposed typical section for this stretch may entail curb and gutter installations, a grass buffer, and a concrete sidewalk that seamlessly integrates with the existing infrastructure. Our initial assessment indicates that minimal excavation will be necessary, with most construction involving fill, which is not expected to be significant.

The second segment entails adding a sidewalk to the south side of Mid-Broadwell Road, starting approximately after Jennifer Oaks Drive and extending 350 feet until it ties into the existing 5-foot sidewalk. Like the first section, the typical section for this segment will feature curb and gutter elements, a grass buffer, and a concrete sidewalk. Given the relatively flat nature of the existing shoulder, minimal earthwork is anticipated in this area, streamlining the construction process while enhancing pedestrian connectivity along this crucial corridor.



Drainage Design

In tandem with the sidewalk design, careful consideration is being given to the drainage aspects within the area where the sidewalk will be added and designed. Presently, this area features a grass shoulder with sheetflow discharge or flat grass ditches. The introduction of curb and gutter elements along with the sidewalk will necessitate a slight modification to the drainage pattern, transitioning from sheetflow to point source



discharge. Our dedicated drainage design team will first assess the gutter spread to confirm compliance with both City and GDOT standards. Should there be any exceedance, drainage structures to capture runoff will be incorporated into the design. Our design team is committed to minimizing adverse effects on adjacent properties, prioritizing effective runoff management. The overarching goal is to direct all discharges towards the Foe Killer Creek tributary, which boasts a relatively large drainage basin and serves as the current ultimate outfall in the project corridor. Our design team will maintain consistency between the existing and proposed drainage patterns, providing optimal functionality and minimal environmental impact throughout the project area.

Staging and Construction

Considering the significance of Mid-Broadwell Road—particularly its role as a crucial connection between Broadwell Road and SR 9 as well as its frequent use by residents in various subdivisions and homesites—it is imperative to minimize disruptions during construction. Recognizing this, our design team will proactively address staging and construction logistics early on in the project. We will develop a comprehensive traffic management plan to keep the road open throughout the construction phase. This plan will prioritize safety for both vehicles and pedestrians, providing clear guidance for contractors on how to navigate the construction zone efficiently. Close coordination with the City of Alpharetta will align staging and construction activities with municipal regulations and community needs, ultimately minimizing inconvenience for residents while seamlessly carrying out essential improvements.

Culvert Projection

Pedestrian safety and protection from potential fallout around the proposed culvert is a critical consideration in our design process. Our team recognizes the importance of creating a solution that addresses vehicular traffic and safeguards pedestrians near the culvert. To achieve this, we will collaborate closely with the City to identify and implement the optimum design solution. This solution will prioritize safety measures such as barriers or guardrails to prevent accidents



and seamlessly integrate into the surrounding environment. By engaging in this coordination early in the design phase, we aim to create a culvert design that enhances transportation infrastructure and prioritizes the safety and well-being of all road users, including pedestrians.

Utility Coordination

Utility coordination is a key focus throughout the design phase of the Mid-Broadwell Culvert project, with the primary goal being to avoid or minimize impacts on existing utilities. Our initial assessment has identified several utility lines in the project area, including power lines, water lines, sanitary sewer lines, and others. To mitigate any potential disruptions, our team takes proactive measures by conducting a thorough inventory of all existing utilities within the project corridor. We then engage in coordinated efforts with utility companies to verify the locations and conditions of these utilities. By prioritizing this coordination early on, our goal is to design solutions that do not interfere with existing utilities, thereby reducing construction costs and minimizing the overall duration of construction activities. This strategic approach provides a smoother implementation process while safeguarding the integrity and functionality of essential utility infrastructure in the area.

Right-of-Way

The ROW for Mid-Broadwell Road ranges from 60 feet to 70 feet; our objective is to accommodate construction within this allotted space to minimize costs and expedite the acquisition process. We will explore design alternatives where necessary, closely coordinating with the City of Alpharetta to align with municipal guidelines and regulations. Given the presence of several driveways along this corridor, the introduction of sidewalks, curbs, and gutters will require modifications such as adding dust pans to maintain accessibility. Anticipating the need for driveway easements, our design team will develop comprehensive ROW plans, assisting the City in the acquisition process, and facilitating smooth implementation of necessary modifications while optimizing the utilization of available space within the established ROW.



Environmental Study

M&N, in partnership with Ecological Solutions, will delineate and identify all waters of the US, including streams and wetlands, along with their associated buffers within the project areas. Our initial assessment indicates that the culvert replacement may be exempt from stream buffer variance; however, we anticipate that permitting will be required from the USACE due to potential impacts on the stream. The delineated resources and their respective buffers will be accurately depicted on the plans, allowing for proactive measures to avoid or minimize impacts to the greatest extent practical. This comprehensive approach complies with regulatory requirements while prioritizing environmental stewardship throughout the project's implementation.



Geotechnical Services

M&N has partnered with Geo-Hydro Engineers to provide all necessary geotechnical services essential for the success of this project. One aspect where geotechnical expertise is critical is in the design of the culvert bed. Depending on the chosen option—whether it involves using supporting bed material for a buried culvert or constructing footers for a bottomless design—precise geotechnical analysis is vital. Additionally, considerations for headwall support require thorough investigation and long-term design strategies for structural integrity and longevity. Geo-Hydro Engineers will address all geotechnical aspects of the project to provide a robust and sustainable infrastructure solution.

Construction Cost Estimate

Our design team recognizes the importance of providing an accurate construction cost estimate to aid the City in budgeting. To achieve this, we engage in thorough consultations with peer contractors to obtain precise construction unit costs, including those related to the concrete box culvert. Drawing from our experience on the Windward Parkway Pedestrian Bridges project, where we achieved a

highly accurate cost estimate, we approach quantity takeoffs and construction cost assessments with utmost seriousness and attention to detail. We are committed to delivering a reliable cost estimate that is transparency and enables informed decision making throughout the project lifecycle.

Quality Control

M&N’s Quality Management System (QMS) is certified according to the globally acknowledged International Standards Organization (ISO) 9001, the benchmark for QMS. Each deliverable, whether a plan set, calculations, or report, will undergo thorough review and documentation by our team before submission to City. Complementing this structured process, M&N conducts routine internal quality audits per the intervals established by our corporate director of quality. These audits ensure overall adherence to the QMS procedures, reinforcing our commitment to delivering high-quality outputs. Ryan Triick will serve as the quality manager for this project.

Conclusion

M&N has a successful track record of collaborating with the City of Alpharetta on similar projects, demonstrating our capability to deliver quality results within specified timelines and budgets. Our team’s experience in handling comparable projects showcases our ability to efficiently accomplish the goals set forth in the Mid-Broadwell Culvert Design project. We are confident that our expertise, commitment to excellence, and proven track record make us a strong partner for the City of Alpharetta. We believe we are well-suited to successfully complete and deliver this design project to meet and exceed expectations.

Previous Projects

Examples of M&N’s experience with projects of a similar nature were provided in the section entitled “Statements of Qualifications: Project Team, References.” A summary of our experience is provided in the table below.

Project Name	Description
Windward Parkway Pedestrian Bridges & Sidewalks Alpharetta, Georgia	Tasks associated with this project include environmental documentation/permitting, sidewalk and pedestrian bridge design, drainage design, staged construction/maintenance of traffic, geotechnical services, topographic survey, utility coordination, ROW accommodation, public outreach support, and construction cost estimating.
Milton City Park & Preserve Trail, Drainage & Habitat Improvements Milton, Georgia	The project encompasses a comprehensive range of tasks, including concept alternatives, trail design, hydraulic and hydrology design, planting schemes, landscape plans, and construction cost estimates.
Brampton Road Connector Chatham County, Georgia	M&N was responsible for overall project management, concept through final design, and environmental documentation and permitting and served as the main point of contact with GPA, GDOT, Garden City, Chatham County, and City of Savannah.
Hunters Brach Road Stream Restoration Sandy Springs, Georgia	The City of Sandy Springs needed a repair for the severely damaged stream embankment at the residence of 7140 Hunters Branch Drive. The outer embankment was severely eroded from past extreme rainfall events compromising the use of the property. The project included a stabilization embankment and scour hybrid-green design at the culvert outlet that M&N performed.
FEMA FY23, Regions 1, 2, 3, & 5 Production Washington, DC	Since 2021, M&N has served as a FEMA Production and Technical Services contractor through the joint venture, Advancing Resilience in Communities.
NCDOT Flood Resilience Study Princeville, North Carolina	To analyze flood vulnerability, M&N conducted a detailed hydrologic and hydraulic study using the 2015 study information as a base footprint to investigate the nature of flooding in Princeville and how infrastructure interacts with the Tar River.

AVAILABLE RESOURCES, SCHEDULE



Schedule

Upon receiving the notice-to-proceed, we will immediately coordinate with our surveying partner, **TerraMark**, to initiate the engineering survey. Concurrently, our environmental subconsultant, **Ecological Solutions**, will perform a site assessment to delineate environmentally sensitive areas, stream banks, and buffers. At the same time, our design team will begin developing the conceptual design, conducting hydrology and hydraulic studies, and evaluating all alternatives in close collaboration with the City. Once the optimal solutions are identified and the City approves the concept design, we will have a clear direction for the detailed design phase. To accelerate the process, we will start geotechnical services—provided through our subconsultant **Geo-Hydro Engineers**—promptly.

Simultaneously, the design team will develop the 60 percent design, which will be submitted to the City for review and comments. After addressing any feedback, we will proceed to final plan preparation, incorporating findings from geotechnical investigations into the design. We will also address any comments affecting construction limits

and determine the need for construction easements, utility easements, or additional ROW. If required, we will prepare and submit ROW plans promptly to facilitate the City’s acquisition process.

Finally, we will submit the final plans to the City, addressing any remaining concerns and assisting with the preparation of bidding documents. Throughout the design process, our team will provide an opinion of probable construction cost at major milestones, including the 30 percent, 60 percent, and 100 percent design stages. If the disturbed area exceeds 1 acre, we will submit erosion control plans to the Georgia Environmental Protection Division in the final phase. During the bidding process, M&N will work closely with the City to respond to contractors’ questions. During construction, we will handle requests for information and conduct any necessary National Pollutant Discharge Elimination System-related inspections. Our goal is to proactively streamline the design process, anticipate and address potential setbacks, and prevent delays.

A schedule showing the tasks and anticipated timeline for completing each is provided below.

Tasks	July	August	September	October	November
Notice-to-proceed	◆				
Concept drawing, H&H modeling (30%)					
Environmental study and permitting					
Engineering survey					
Geotechnical investigation					
60% design					
90% design					
ROW plans / acquisition (if needed)					
Cost estimate / O&M plan					
Final plans submittal (100%)				◆	
Bidding					◆

Available Resources

M&N provides services from more than 55 offices with more than 1,100 employees. Services for this contract will be provided from our Atlanta and Peachtree Corners offices, with additional support available from our Savannah office. Our more than 60 Georgia personnel work closely together to deliver transportation and civil design projects

Should additional resources be required, we can call upon expertise from across the region and across the company.



moffatt & nichol



moffattnichol.com

Contact:

Fahim Attar, PE
Project Manager
Moffatt & Nichol

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

fattar@moffattnichol.com



Mid-Broadwell Culvert Design



Item No.	Item Description	Total Cost	Total Subs	Labor Cost	Total Hours	Moffatt & Nichol										Subconsultants		
						Principal	Project Manager	Senior Transp. Engineer	Transp. Engineer	Transp. Technician	Senior Bridge Engineer	Bridge Technician	Senior H&H Engineer	H&H Technician	Clerical	Survey	Env/Permit	Geotech
						\$ 200.00	\$ 182.00	\$ 151.00	\$ 139.00	\$ 101.00	\$ 220.00	\$ 134.00	\$ 215.00	\$ 114.00	\$ 75.00			
	TOTAL	\$ 118,815.00	\$ 29,580.00	\$ 89,235.00	\$ 659.00	\$ 600.00	\$ 8,190.00	\$ 9,966.00	\$ 20,433.00	\$ 10,605.00	\$ 4,400.00	\$ 1,072.00	\$ 18,705.00	\$ 14,364.00	\$ 900.00	\$ 9,610.00	\$ 12,270.00	\$ 7,700.00
1	Preliminary Design (30% Design)	\$ 14,779.00	\$ -	\$ 14,779.00	\$ 92.00	\$ 400.00	\$ 2,366.00	\$ 2,114.00	\$ 3,058.00	\$ -	\$ -	\$ -	\$ 4,945.00	\$ 1,596.00	\$ 300.00	\$ 9,610.00	\$ 12,270.00	\$ -
2	Database Preparation	\$ 11,183.00	\$ 9,610.00	\$ 1,573.00	\$ 11.00		\$ 364.00		\$ 417.00	\$ 202.00	\$ 440.00				\$ 150.00	\$ 9,610.00		\$ -
3	Geotechnical Exploration	\$ 9,824.00	\$ 7,700.00	\$ 2,124.00	\$ 10.00		\$ 364.00				\$ 1,760.00							\$ 7,700.00
4	Environmental Document & Permitting	\$ 13,086.00	\$ 12,270.00	\$ 816.00	\$ 6.00		\$ 364.00	\$ 302.00	\$ -						\$ 150.00		\$ 12,270.00	
5	Hydraulic & Hydrologic Studies	\$ 26,528.00	\$ -	\$ 26,528.00	\$ 176.00						\$ -		\$ 13,760.00	\$ 12,768.00				
6	60% Design	\$ 24,716.00	\$ -	\$ 24,716.00	\$ 209.00	\$ 200.00	\$ 1,820.00	\$ 4,077.00	\$ 8,618.00	\$ 8,585.00	\$ 880.00	\$ 536.00						
7	Right of Way Plans	\$ 2,230.00	\$ -	\$ 2,230.00	\$ 16.00		\$ 364.00	\$ 604.00	\$ 1,112.00						\$ 150.00	\$ -		
8	100% Design	\$ 13,099.00	\$ -	\$ 13,099.00	\$ 120.00		\$ 1,638.00	\$ 2,265.00	\$ 7,228.00	\$ 1,818.00	\$ -	\$ -			\$ 150.00			
9	Construction Services/ Bidding Support	\$ 3,370.00	\$ -	\$ 3,370.00	\$ 19.00		\$ 910.00	\$ 604.00	\$ -	\$ -	\$ 1,320.00	\$ 536.00						

1	Preliminary Design (30% Design)	Assumptions / Notes	\$ -	\$ 14,779.00	92	2	13	14	22	0	0	0	23	14	4			
	Discipline Management - Coordination Meetings	2 external meetings , 2 teleconference meetings	\$ -	\$ 4,480.00	26	2	8	4					8		4			
	Information Gathering		\$ -	\$ 1,920.00	12			4					4	4				
	Conduct Site Visits	1 visit	\$ -	\$ 1,588.00	8		4						4					
	Conceptual Drainage Design	100% Urban Shoulder	\$ -	\$ 1,316.00	8								4	4				
	Prepare Concept Typical Sections	(Concept Level)	\$ -	\$ 556.00	4				4									
	Prepare Concept Cross Sections	(Concept Level)	\$ -	\$ 556.00	4				4									
	Prepare Concept Layouts	1 layout per site (2 total)	\$ -	\$ 2,300.00	16			2	8				2	4				
	Prepare Concept Construction Cost Estimate /Cost Comparison		\$ -	\$ 1,325.00	9			4	2				1	2				
	Contribute to Concept Right of Way Cost Estimate		\$ -	\$ 182.00	1		1											
	Early Coordination w/ Utility Companies		\$ -	\$ 556.00	4				4									
2	Database Preparation	Assumptions	\$ 9,610.00	\$ 1,573.00	11	0	2	0	3	2	2	0	0	0	2	\$ 9,610.00	\$ -	\$ -
	Discipline Management - Coordination Meetings	1 teleconference meeting	\$ -	\$ 514.00	4		2								2			
	Surveying Services		\$ 8,610.00	\$ -	0											\$ 8,610.00		
	SUE- QL-B		\$ 1,000.00	\$ -	0											\$ 1,000.00		
	QC/Review of Survey Database		\$ -	\$ 718.00	4				2		2							
	QC/review of SUE Database		\$ -	\$ 139.00	1				1									
	Enhance Topographic Database for Design		\$ -	\$ 202.00	2					2								
3	Geotechnical Exploration	Assumptions	\$ 7,700.00	\$ 2,124.00	10	0	2	0	0	0	8	0	0	0	0			\$ 7,700.00
	Project Management & Coordination		\$ -	\$ 2,124.00	10		2				8							\$ -
	Foundation Recommendations- Geotechnical Services		\$ 7,700.00	\$ -	0													\$ 7,700.00
4	Environmental Document & Permitting	Assumptions	\$ 12,270.00	\$ 816.00	6	0	2	2	0	0	0	0	0	0	2		\$ 12,270.00	
	Discipline Management - Coordination Meetings	1 teleconference meeting	\$ -	\$ 816.00	6		2	2							2		\$ -	
	Environmental resources delineation		\$ 1,755.00	\$ -	0												\$ 1,755.00	
	USACE Nationwide Permit Preparation		\$ 5,075.00	\$ -	0												\$ 5,075.00	
	Stream Buffer Variance (if needed)		\$ 5,440.00	\$ -													\$ 5,440.00	
5	Hydraulic & Hydrologic Studies	Assumptions	\$ -	\$ 26,528.00	176	0	0	0	0	0	0	0	64	112	0			
	Review FEMA Effective Data (Future Conditions)		\$ -	\$ 886.00	6								2	4				
	Review and Update Hydrology/Terrain		\$ -	\$ 2,684.00	20								4	16				
	Prepare DEM (Duplicate Effective Model)		\$ -	\$ 3,114.00	22								6	16				
	Prepare CEM (Corrective Effective Model)		\$ -	\$ 3,114.00	22								6	16				
	Prepare PCM (Proposed Conditions Model)		\$ -	\$ 3,114.00	22								6	16				
	Evaluate PCM Scenarios Future Conditions (One Structure Only)		\$ -	\$ 2,658.00	18								6	12				
	Evaluate Scour and Stream Stability		\$ -	\$ 2,202.00	14								6	8				
	Prepare No-Rise Report		\$ -	\$ 2,632.00	16								8	8				
	Address City's Comments		\$ -	\$ 2,176.00	12								8	4				
	Final Report		\$ -	\$ 1,316.00	8								4	4				

Mid-Broadwell Culvert Design



Item No.	Item Description	Total Cost	Total Subs	Labor Cost	Total Hours	Moffatt & Nichol										Subconsultants		
						Principal	Project Manager	Senior Transp. Engineer	Transp. Engineer	Transp. Technician	Senior Bridge Engineer	Bridge Technician	Senior H&H Engineer	H&H Technician	Clerical	Survey	Env/Permit	Geotech
						\$ 200.00	\$ 182.00	\$ 151.00	\$ 139.00	\$ 101.00	\$ 220.00	\$ 134.00	\$ 215.00	\$ 114.00	\$ 75.00			
	Internal Quality Assurance Reviews		\$ -	\$ 2,632.00	16								8	8				
6	60% Design	Assumptions	\$ -	\$ 27,348.00	209	1	10	27	62	85	4	4	8	8	0			
	Discipline Management - Coordination Meetings		\$ -	\$ 1,788.00	9	1	4						4					
2	Preliminary Relocation Utility Team Meeting		\$ -	\$ 364.00	2		2											
	Prepare Existing Utility Plans from SUE Database		\$ -	\$ 556.00	4				4									
	Utility Coordination (beyond what is provided by the SUE)		\$ -	\$ 858.00	6			2	4									
	Prepare Preliminary Right of Way and Easements		\$ -	\$ 960.00	8				4	4								
	Prepare Signing and Marking Plans		\$ -	\$ 101.00	1					1								
	Prepare Prelim. Erosion, Sed. & Pollution Control Plans		\$ -	\$ 2,424.00	24					24								
	Prepare Preliminary Drainage Design, drainage area map, Drainage Profiles	100% Urban Shoulder	\$ -	\$ 2,454.00	18				8				2	8				
	Prepare Typical Sections		\$ -	\$ 278.00	2				2									
	Prepare Plans, Profiles, etc.		\$ -	\$ 3,332.00	28			4	8	16								
	Prepare Cross-Sections		\$ -	\$ 707.00	5			1	4									
	Prepare Preliminary Staging Plans		\$ -	\$ 1,412.00	12			4		8								
	Prepare Cover Sheet, Index, General Notes		\$ -	\$ 682.00	6				2	4								
	Prepare Prelim. Earthwork Qtys		\$ -	\$ 139.00	1				1									
	Prepare Preliminary Plans for Submittal to City		\$ -	\$ 2,904.00	20			2	4	4	2	4						
	Internal Quality Assurance Reviews		\$ -	\$ 2,146.00	14			4	8				2					
	Address City's Comments		\$ -	\$ 4,856.00	38			2	8	12	16							
	Prepare Detailed Construction Cost Estimate		\$ -	\$ 1,387.00	11				1	8	2							
7	Right of Way Plans	Assumptions	\$ -	\$ 2,230.00	16	0	2	4	8	0	0	0	0	0	2	\$ -		
	Discipline Management - Coordination Meetings	2 meetings	\$ -	\$ 514.00	4		2								2			
	Prepare Right-of-Way Plans		\$ -	\$ 429.00	3			1	2									
	R/W Plan Review Revisions		\$ -	\$ 429.00	3			1	2									
	Internal Quality Assurance Reviews		\$ -	\$ -	0													
	Preparing Staking and Deed Data		\$ -	\$ 278.00	2				2									
	Revisions during Acquisition	20% anticipated	\$ -	\$ 290.00	2			1	1									
	Prepare displays for Property Owners Meeting		\$ -	\$ 290.00	2			1	1									
8	100% Design	Assumptions	\$ -	\$ 17,249.00	120	0	9	15	52	18	0	0	14	10	2			
	Discipline Management - Coordination Meetings	3 meetings	\$ -	\$ 1,308.00	8		4						2		2			
	Coordinate with Utility Companies for Relocations		\$ -	\$ 278.00	2				2									
	Finalize Utility Relocation Plans		\$ -	\$ 429.00	3			1	2									
	Finalize Signing and Marking Plans		\$ -	\$ -	0													
	Finalize Erosion, Sed. & Pol. Ctrl. Plans for Staged Constr.		\$ -	\$ 1,414.00	10			2	8									
	Finalize Drainage Design, Drainage Area Map		\$ -	\$ 2,024.00	16				8					8				
	Finalize Cover Sheet, Index, General Notes		\$ -	\$ 278.00	2				2									
	Finalize Typical Sections		\$ -	\$ 139.00	1				1									
	Finalize Plans, Profiles, etc.	Sidewalk	\$ -	\$ 556.00	4				4									
	Finalize Staging Plans and Details		\$ -	\$ 758.00	6				4	2								
	Prepare Final Plans for Submittal to City		\$ -	\$ 1,262.00	10			2	4	4								
	Address / Implement City's Comments		\$ -	\$ 1,666.00	14			2	4	8								
	Finalize Detailed Construction Quantities, Cost Estimate		\$ -	\$ 858.00	6			2	4									
	Prepare Special Construction Details (if needed)		\$ -	\$ 1,138.00	6				2				4					
	Prepare Special Provisions (if needed)		\$ -	\$ 999.00	5				1				4					
	Internal Quality Assurance Reviews		\$ -	\$ 1,762.00	10		4	4					2					
	Prepare / Submit Final Plans		\$ -	\$ 1,642.00	12			2	4				2	2				
	Helping City to prepare final bid package and plans		\$ -	\$ 738.00	5		1		4									
9	Construction Services/ Bidding Support	Assumptions	\$ -	\$ 3,370.00	19	0	5	4	0	0	6	4	0	0	0			
	Construction Bid Review		\$ -	\$ 402.00	2		1				1							
	Answer Design Inquiries after let/prior to construction		\$ -	\$ 924.00	5		1	2			2							
	Answer Design Questions during Construction		\$ -	\$ 924.00	5		1	2			2							
	Revise Plans for Use-On Construction and/or Amendments		\$ -	\$ 756.00	5						1	4						
	Perform Site Visits	assume 2 visits	\$ -	\$ -	0													
	Assist / Prepare 7-day inspection letter		\$ -	\$ 364.00	2		2											

Tasks	Fee
Preliminary Design (30% Design)	\$ 14,779
Database Preparation	\$ 11,183
Geotechnical Exploration	\$ 9,824
Environmental Document & Permitting	\$ 13,086
Hydraulic & Hydrologic Studies	\$ 26,528
60% Design	\$ 24,716
Right of Way Plans	\$ 2,230
100% Design	\$ 13,099
Construction Services/ Bidding Support	\$ 3,370
TOTAL	\$ 118,815



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

2024 FEE SCHEDULE

TITLE	HOURLY RATE	DESCRIPTION
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.

Geotechnical Engineering Services Schedule of Fees

Geo-Hydro Engineers
400 Chastain Center Boulevard, Suite 430
Kennesaw, Georgia 30144

PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour	\$ 250.00
Senior Registered Engineer/Geologist, per hour	\$ 190.00
Registered Engineer/Geologist, per hour	\$ 175.00
Staff Engineer/Geologist, per hour	\$ 120.00
Engineering Aide, per hour	\$ 95.00
Administrative Assistant, per hour	\$ 65.00

SUBSURFACE EXPLORATION SERVICES

Mobilization & Transportation of Drilling Equipment, each	\$ 800.00
Metro Atlanta Area (50 mile radius) Over 50 miles, add \$4.00 per mile.	
Mobilization between Sites	\$ 250.00
Soil Test Boring, per foot	\$ 16.00
Backfill Boring, each	\$ 11.50
Rock Coring (NX or NQ), per foot	\$ 65.00
Set-up for Rock Coring, per hole	\$ 260.00
Casing, set and remove for coring rock, per foot	\$ 12.00
Auger Boring, per foot	\$ 12.00
Grouting Boreholes (\$50 minimum per hole), per foot	\$ 12.00
2-inch Diameter Monitoring Well Installation, per foot	\$ 32.00
Concrete Pad for Monitoring Well and Flush-Mounted Cover, each	\$ 380.00
Obtaining Bulk Samples, each	\$ 75.00
Difficult Moving/Standby Time/Tree Cutting, per hour	\$ 250.00
Hourly Drilling Charge, per hour	\$ 250.00
Hauling Water to Drill Hole, per hour	\$ 250.00
Backhoe or Bulldozer Rental to provide access to boring location	Cost + 15%
Minimum Drilling Charges: Local.....\$1,900.00; Outside Local Area \$2,500.00	
Subsistence for drill crew for out of area work will be billed at either cost plus 15% or at \$250.00 per crew / day (based on a 2-man crew).	
For drilling related work at depths of 50 to 100 feet, add 25%, for depths of 100 to 150 feet add 50%	
for depths of 150 to 200 feet add 100%. Greater depths will be drilled and tested at negotiated rates only.	

MISCELLANEOUS SERVICES

Mileage, per mile	\$ 0.75
Miscellaneous Expenses	Cost + 15%

- Hourly rates are portal to portal. All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5.
- A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.
- Services other than those noted will be charged at cost plus 15%



1396 Bells Ferry Road
Marietta, Georgia 30066
(770)-421-1927
(770)-421-0552 (fax)

**“Attachment B”
BILLING RATES
EFFECTIVE: JANUARY 1, 2024**

Labor:

Registered Land Surveyor (Principal).....	\$135.00
Project Manager (RLS).....	\$125.00
Project Manager.....	\$110.00
Senior Survey Technician.....	\$100.00
Survey Technician.....	\$ 95.00
Survey Crew (2 Person).....	\$155.00
Survey Crew (3 Person).....	\$185.00
Survey Crew (Building Layout).....	\$165.00
GIS Technician.....	\$ 90.00
GIS Data Collector (1 Person).....	\$ 75.00
Robotic Crew (1 Person).....	\$ 95.00
GPS Crew (1 Person).....	\$ 95.00
Crew Chief (Project Oversight).....	\$ 75.00
Clerical.....	\$ 58.00

Expenses:

Reproduction.....	Cost
Travel (meals, lodging).....	Cost
Mileage, Stakes and Miscellaneous Supplies.....	No Charge
Sub Consultants.....	Cost +3%

NOTES: Charges for survey crews will begin at the time of departure and end at the time of return to their home base. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum of \$450.00.

The fees and rates in this schedule are subject to escalation after a period of six months from the effective date above, and annually thereafter.



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.

1600079

Federal Work Authorization User Identification Number

Moffatt & Nichol, Inc.

Name of Contractor

10/26/2020

Date of Authorization

Mid-Broadwell Culvert Design

Name of Project

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

Executed date **05/08/2024** in **Savannah** (city), **GA** (state).

Signature of Authorized Officer or Agent

Ronald Osterloh, PE, Vice President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE **8th** DAY OF **May**, 20**24**

NOTARY PUBLIC

My Commission Expires

(Notary Stamp)



01/20/2026



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 24-123, Mid-Broadwell Culvert Design

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.

Moffatt & Nichol, Inc.

Company Name

Signature of Authorized Officer or Agent

05/08/2024

Date

Ronald Osterloh, PE, Vice President

Printed Name & Title of Authorized Officer or Agent

1201 Peachtree St NE, Suite 1106, Atlanta, GA 30361

Company Address

Subscribed and sworn before me on this the

8th day of May, 2024

Sara J. Olsen

Notary Public

My Commission Expires

(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.

MOFFATT & NICHOL

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4225 E. CONANT STREET

6 City, state, and ZIP code

LONG BEACH, CA 90808

Requester's name and address (optional)

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

9 5 - 1 9 5 1 3 4 3

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 ►

1/5/2024

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.

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 execution, by and between Moffatt & Nichol, a California corporation with its principal office located at 4225 E. Conant Street, Long Beach, CA, 90808 (the "*Consultant*") 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 April 25, 2024 (the "*RFP*"), including any addenda thereto, and the Consultant's Proposal dated May 23, 2024 (the "*Proposal*"), all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided, however, to the extent any of 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 will control. Subject to the foregoing, if there is a conflict between the language in the RFP and the Proposal, the language in the former will govern.
2. Scope of Services. The Consultant's duties and scope of services are specifically set forth in the RFP (the "*Work*") and, in general, include, but may not be limited to, the Mid-Broadwell Culvert Design. The culvert conveys a tributary of Foe Killer Creek (Tributary 7.1) and is located west of Jennifer Oaks Drive on Mid-Broadwell Road. The culvert is in poor condition and does not currently meet the City's desired Level of Service (LOS). The City also intends to extend the sidewalk on the southwestern side of Mid-Broadwell Road and the project includes design for the section of sidewalk within the project limits. The Work for **MID-BROADWELL CULVERT DESIGN** is located within the City of Alpharetta.
3. Contract Prices. As finally awarded by the City, the City will pay Consultant in accordance with the Proposal a fixed fee in the amount of **ONE HUNDRED EIGHTEEN THOUSAND, EIGHT HUNDRED FIFTEEN DOLLARS [\$118,815.00]** for Consultant's performance of Work.

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

Invoices must be sent to:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attn: Dennis Roland

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

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

- (a) Commencement of Work. The Consultant must not proceed to perform the Work until on or after contract execution and receipt of Notice to Proceed.
- (b) Time for Performance. From receipt of Notice to Proceed, the Consultant shall perform the Work in accordance with the project schedule mutually agreed to by the parties prior to the Commencement of Work until completion. The Consultant shall fully perform and complete the Work, including the full development and provision of the construction plans for **MID-BROADWELL CULVERT DESIGN**.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Consultant 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.

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 Consultant. In the event 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.

As required by O.C.G.A. § 36-60-13, this Contract will automatically and absolutely terminate without further obligation on the City on the last day of its fiscal year, each year of the term of this Contract, and furthermore, this Contract shall automatically renew on the first day of its fiscal year, each year of the term of this Contract, unless written notice is given by the City of its intent to terminate the Agreement at least sixty (60) days prior to the last day of any given fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the City (if any such transfer of title is applicable to this Contract).

6. Representations and Warranties. Consultant represents and warrants that:
- (a) 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 will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (b) Consultant 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) Consultant 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 Consultant under this Contract will be conducted 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
 - (e) Consultant, 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 Consultant 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. 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 will supply copies of any such licenses, certifications or permits to the City upon request.
8. Insurance.
- (a) Insurance Generally. Consultant must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Consultant is self-insured, Consultant must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant 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 Consultant. 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 Consultant'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 Consultant'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.

- v. Errors & Omissions Professional Liability Insurance:

Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering professional services rendered by the Consultant to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy supplying coverage for prior acts, which include Consultant's performance of the professional services under this Contract, Consultant shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

(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 Consultant.
- 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. Consultant will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Consultant 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 Consultant'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 Consultant arising from performance or non-performance of this Contract. Failure on the part of the Consultant 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. Consultant must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant 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. Consultant must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
9. Indemnification. Consultant 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 Consultant or other persons employed or utilized by the Consultant 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 Consultant Personnel.
- (a) No Subcontractors. No subcontractor or consultant will 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 RFP.
 - (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Consultant'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 Consultant 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 Consultant has specifically identified certain personnel in the RFP for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Consultant will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the RFP. Consultant 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 Consultant 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, Consultant 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, Consultant 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 Consultant to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Consultant. Consultant 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 Consultant 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. Consultant will have no authority to contract for or bind City in any manner. Consultant 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 Consultant 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 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 will not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.
13. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
 - (a) If to the Consultant, at the following address:
Moffatt & Nichol
4225 E. Conant Street
Long Beach, CA 90808
Attention: Dave Huchel
 - (b) If to the City, at the following address:
City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attention: Pete Sewczwicz
 - (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. 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 will result in the immediate termination of this Contract by the City. Further, Consultant 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 Consultant'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 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 will 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 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?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

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

- i. Consultant, 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 Consultant employs or contracts with a subcontractor in connection with the covered contract, the Consultant will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Consultant/subcontractor agreement. Further, it will be the duty of the Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
 - 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 B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Consultant 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 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 will instead provide a copy of his or her state issued driver's license or state-issued identification card.
- (c) The Consultant 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 Consultant, 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 Consultant 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 Consultant's agents and/or subcontractors comply with same. Further, Consultant, 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 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 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 Consultant. The City will 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.
- (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-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.
- (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. Consultant will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Consultant 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, Consultant's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(signature page follows)

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

By: _____
Ron Osterloh, Vice President

Attest:

By: _____
Dave Huchel, Vice President

Date: _____

24-123 - MID BROADWELL CULVERT DESIGN

Scoring Summary

Active Submissions

	Total	B - Group 2 Technical	B-1 - Statements of Qualifications, Project Team, References	B-2 - Technical Proposal, Project Approach, Previous Projects	B-3 - Available Resources, Project Schedule	C - Group 3 Cost Proposal	C-1 - Cost Proposal
Supplier	/ 100 pts	/ 70 pts	/ 20 pts	/ 30 pts	/ 20 pts	/ 30 pts	/ 30 pts
Moffatt & Nichol	86	56	14.67	24	17.33	30	30 (\$118,815.00)
Keck & Wood, Inc.	84.99	56	15.33	24	16.67	28.99	28.99 (\$122,955.00)
BenchMark Management, LLC	50.89	33	9.333	15	8.667	17.89	17.89 (\$199,200.00)
Freese and Nichols, Inc.	45.6	35.67	10.67	15	10	9.928	9.928 (\$359,014.00)



STAFF REPORT

Department: Courts
Submitted By: Brooke Lappin
Meeting Date: July 29, 2024

AGENDA ITEM:

Intergovernmental Agreement: Second Amendment regarding Municipal Court Facilities and Services
Consideration of approval of a Second Amendment to the Intergovernmental Agreement between the City of Alpharetta and the City of Milton regarding Municipal Court Facilities and Services and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Second Amendment to the Intergovernmental Agreement between the City of Alpharetta and the City of Milton regarding Municipal Court Facilities and Services 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: ALPHARETTA WOULD BE RESPONSIBLE FOR 60% OF THE SALARY AT A COST OF 52430.00

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:

In 2021, the City of Alpharetta and the City of Milton entered into an Intergovernmental Agreement (IGA) regarding the joint use of a Municipal Court Facility and sharing the services of a Municipal Clerk. In 2022, both cities executed an Amendment to that IGA to also share the services of a City Solicitor.

If approved, this IGA will expand the shared services by adding an administrative assistant position for the municipal court. This will be a new employee of the City of Alpharetta; however, 40% of the work will be dedicated to Milton Municipal Court and 60% of the work will be dedicated to Alpharetta Municipal Court. Similarly, Milton will reimburse the City of Alpharetta for 40% of the prorated cost of the employee's base salary and benefits. Additionally, Alpharetta is responsible for hiring and has the final discretion in hiring the Administrative Assistant; however, Milton will be given a substantial role in the selection and hiring process. In the event that Milton determine it no longer needs the services of this Administrative Assistant, Milton shall provide a 60 day advance written notice to Alpharetta City Administrator (via email) and would be responsible for any unpaid reimbursements to the City of Alpharetta.

ALTERNATIVES:

Do not approve the Second Amendment to the IGA and choose to hire an administrative assistant specifically for Alpharetta or do not hire an administrative assistant.

ATTACHMENTS:

1. 2021 IGA Municipal Court Joint Use and Services
2. 2022 IGA First Amendment Municipal Court Joint Use and Services
3. 2024 Proposed IGA Second Amendment Municipal Court Joint Use and Services

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILTON,
GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA REGARDING
JOINT USE OF MUNICIPAL COURT FACILITIES AND SHARED MUNICIPAL
CLERK SERVICES**

This Intergovernmental Agreement ("IGA"), effective this 24th day of May, 2021 (the "Effective Date"), is entered into by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation formed under the laws of the State of Georgia and acting buy and through its governing authority, the City of Milton Mayor and City Council (hereinafter "**Milton**") and the **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation formed under the laws of the State of Georgia and acting buy and through its governing authority, the City of Alpharetta Mayor and City Council (hereinafter "**Alpharetta**").

RECITALS:

WHEREAS, the parties are authorized to enter into this IGA pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts ("Intergovernmental Contracts Clause");

WHEREAS, the Intergovernmental Contracts Clause authorizes the cities to enter into an agreement for the provision of services or the joint or separate use of facilities or equipment, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, Milton owns a municipal court facility located at the Milton Public Safety Complex, 13690 GA-9, Milton, GA 30004, which facility is convenient to Alpharetta residents;

WHEREAS, O.C.G.A. § 36-32-12 provides that "sessions of a municipal court may be held outside the municipality for which the municipal court is established if such sessions are held within a county in which the municipality is located or has its legal situs;"

WHEREAS, both Alpharetta and Milton are located in Fulton County;

WHEREAS, the parties currently share the services of a municipal clerk and desire to further define their mutual responsibilities and obligations regarding such shared services;

WHEREAS, the parties desire for this IGA to supersede and replace their previous agreement for shared municipal court clerk services, effective September 9, 2020 and as extended through June 30, 2021; and

WHEREAS, Alpharetta and Milton believe the best interests of both Alpharetta and Milton will be served by the shared services and facilities contemplated in this IGA.

NOW THEREFORE, in consideration of the mutual benefits to the parties hereto and all of the citizens they represent and other good and valuable consideration as set forth herein below, Alpharetta and Milton enter into this IGA upon the following terms, conditions, and stipulations:

I. INCORPORATION OF RECITALS.

The Recitals set forth above are hereby incorporated in and made a part of this IGA by this reference.

II. RIGHT TO USE SHARED FACILITIES

A. General Terms/Definitions.

1. **Alpharetta Exclusive Facilities.** Desks, work stations, and supply closets, within the Common Areas, reserved only for Alpharetta use.
1. **Business Hours.** 8:30AM until 5:00 PM on weekdays other than official holidays recognized by Milton.
2. **Common Areas.** The spaces at the Court other than the Courtroom. Common Areas include, but are not limited to, generally accessible parking, sidewalks, entrances, hallways, lobbies, elevators, restrooms, walkways and plazas.
3. **Court.** The municipal court-related facilities of the Public Safety Complex, as shown with colored shading on the Floorplan. The Court specifically excludes the sections of the Complex devoted to Police and Fire departmental use.
4. **Courtroom.** The areas labeled as "Courtroom" in the Floorplan, the adjoining areas opening directly onto the Courtroom labelled "Probate", "Storage", "Conference", and "In-Custody Vestibule", and the area labelled "Sallyport".
5. **Floorplan.** A floorplan for the Court is attached hereto as **Exhibit A** and incorporated herein by reference.

B. Right of Use.

2. **Alpharetta's Rights.** Subject to the requirements of the Access Restrictions (below), Alpharetta shall enjoy the following rights to use the Court. These rights shall be in the nature of a license, as opposed to a lease, estate for years, or other property right.
 - a. **Common Areas.** Alpharetta shall have a nonexclusive right, shared with Milton, to use the Common Areas.

- b. **Alpharetta Exclusive Facilities.** Alpharetta staff will be assigned desks, work stations, and supply closets within the Court that will be reserved exclusively for Alpharetta use.
 - c. **Courtroom.** Alpharetta shall have a nonexclusive right to use the Courtroom at all times other than Business Hours on Monday and Friday each week, and the exclusive right to use the Courtroom during Business Hours on Tuesdays through Thursdays each week, for the purpose of conducting sessions of Alpharetta's municipal court business.
3. **Access Restrictions.** Alpharetta's right to use of the Court shall be subject to the following restrictions and exceptions:
- a. **Generally.** Alpharetta, its agents, employees, invitees, and guests, shall have access and reasonable ingress and egress to the Court twenty-four hours a day, seven days a week during the term of this IGA; provided, however, Milton by reasonable regulation may control such access for public safety and protection of building occupants or as needed for cleaning or making repairs and alterations, provided further that such regulation shall not unreasonably interfere with the public's ability to access Alpharetta's Municipal Court offices during Business Hours or Alpharetta's ability to hold Municipal Court sessions during Business Hours on Tuesdays through Thursdays each week.
 - b. **After Hours.** Alpharetta shall be responsible for providing access to the Court to its agents, employees, invitees and guests after Business Hours and on weekends and holidays, but in no event shall Alpharetta's use of and access to the Court during non-Business Hours compromise the security of the Public Safety Complex. Alpharetta's access to the Court, as authorized herein, shall be exclusively for the purpose of conducting municipal court operations.
 - c. **Restrictions on Use.** Use of the Court shall be subject to any reasonable rules and regulations promulgated by Milton, provided that such rules shall not unreasonably interfere with the public's ability to access the Alpharetta municipal court facilities or offices or Alpharetta's ability to hold municipal court sessions in compliance with applicable law.
 - d. **Security.** Alpharetta will maintain security for the Court on Tuesdays, Wednesdays and Thursdays when Alpharetta's Municipal Court is in session. Milton will allow Alpharetta to use its security checkpoint equipment during such times. Milton will

maintain security for the Court on Mondays and Fridays when Milton's Municipal Court is in session.

- e. **Milton Right of Entry.** Milton shall have the right, at all reasonable times and upon reasonable notice and without unreasonably interfering with Alpharetta's business, either itself or through its authorized agents, to enter any portion of the Court to make repairs and inspect any mechanical systems and electrical devices. Further, Milton shall have the right to enter any portion of the Court at any time without notice in the event of an emergency.

C. **Court Physical Operation and Maintenance Costs.** Milton shall be responsible for all costs associated with the physical operation and maintenance of the Court (including but not limited to utility costs, standard building lighting, heating and air conditioning, janitorial costs, trash/dumpster pickup, and landscaping costs). Milton shall make all repairs to the Court, including, but not limited to, repairs needed to the Alpharetta Exclusive Facilities; provided that Alpharetta shall reimburse Milton for the reasonable cost of any repairs required due to the negligence or other wrongdoing of Alpharetta or its employees, contractors and agents.

D. **Compensation for Right of Use.** In exchange for Alpharetta's right to use the Court as described in Section II(B) and the other services described in Section II(C), Alpharetta will pay Milton six thousand seven hundred and seventy-five dollars (\$6,775.00) per month during the term of this IGA.

E. **Modifications to the Court.**

1. **Signage.** Milton will add reasonable Alpharetta-requested interior and exterior signage to the Court, including but not limited to door and directory signage; provided that such signage shall be of similar scale to existing Milton signage. The parties agree to cooperate in determining the location and style of signage at the Court. Alpharetta shall reimburse Milton for any costs associated with signage additions/modifications.
2. **Furnishings for Court Staff Areas.** Alpharetta and Milton shall coordinate to order office furnishings for all court personnel, court clerk, and judge. Milton shall be responsible for purchasing and installing the furnishings, and at the expiration or earlier termination of the IGA Milton shall retain title to the furnishings. Alpharetta shall reimburse Milton for 60% of the cost of the furnishings, including delivery and installation costs.
3. **Installation of Fiber-Optic Connection at Court.** Alpharetta and Milton shall coordinate to install a fiber-optic cable that will connect the Court with the Alpharetta government network. Alpharetta shall be responsible for the contract for installation of the network, but

shall closely coordinate with Milton on the installation and the details of the contract, and shall incorporate any reasonable requirements into the contract requested by Milton for the protection of Milton, such as limitations on construction hours and minimum insurance and indemnity requirements imposed on contractors performing the work. Milton shall reimburse Alpharetta for 40% of the cost of installation of the fiber. If there is an ongoing service or lease fee for the fiber, the parties shall determine which of them shall assume primary responsibility for paying such fee, and they shall split the cost of the fee 60% from Alpharetta and 40% from Milton. At the expiration or earlier termination of the IGA, Milton shall have and retain title to the fiber (if any ownership interest exists) and, so long as the parties authorize and desire to maintain the connection, Milton shall be 100% responsible for any maintenance fees.

III. SHARED USE OF MUNICIPAL COURT CLERK

- A. Shared Clerk Services.** Milton and Alpharetta shall share the services of a single municipal court clerk (the "Clerk"). The Clerk will be directed to be reasonably available to both Milton and Alpharetta throughout the week, but will be expected to spend, on average, forty percent (40%) of her work week on Milton court matters, and sixty percent (60%) of her work week on Alpharetta court matters.
- B. Clerk Compensation.** The Clerk will be an employee of Alpharetta, and Alpharetta shall be solely responsible for paying the salary and benefits for the Clerk. Milton shall reimburse Alpharetta 40% of the prorated cost of the Clerk's base salary and 40% of the prorated cost of the employee benefits provided to the Clerk. Any modification to the salary and benefits paid to the Clerk other than routine pay increases and benefit enhancements that most other Alpharetta employees are also receiving shall require an amendment to this IGA signed by both parties.
- C. Filling of Clerk Vacancy.** The parties anticipate that the current Clerk, Brooke Lappin, will continue her employment with the City of Alpharetta. If the position of Clerk should become vacant during the term of this IGA, Alpharetta shall be responsible for, and have final discretion in, the hiring a new shared Clerk; provided that Milton shall be given a substantial role in the selection and hiring process.

IV. ALPHARETTA STAFF AT THE COURT

- A. **Access to Facilities; Compliance with Personnel Policies.** To enable Alpharetta's employees to access the Court at their convenience, Milton shall provide access credentials to all employees designated by Alpharetta as being engaged in or assisting with municipal court services. All such employees will be provided with a copy of Milton's personnel policies, and shall be required to comply with the provisions thereof that are applicable to their conduct at the Court. Any significant infraction or repeated minor infractions of Milton's personnel policies or other rules governing the Court or the Public Safety Complex shall be grounds for expulsion of the Alpharetta employee(s) from working at the Court, in Milton's reasonable discretion.
- B. **Cooperation.** To provide efficient court services, Alpharetta employees and Milton employees will be encouraged to cross-train and assist each other wherever necessary and appropriate.

V. TERM AND TERMINATION

- A. **Term.** This IGA shall commence upon execution by the parties and shall have a term of ten (10) years.
- B. **Termination for Convenience.** Either party may terminate this IGA for convenience by providing written notice of termination to the other party at least one year (365 days) prior to the date of termination.
- C. **Upon Termination.** At the expiration or earlier termination of this IGA, Alpharetta shall (i) return all access credentials of its staff; (ii) peaceably give up the Alpharetta Exclusive Facilities; (iii) remove all of Alpharetta's personal property, equipment, and fixtures from the Court (which property shall specifically exclude the furnishings purchased by Milton or the fiber-optic cable installed at the Court under Sections II.E.3 and II.E.4, all of which shall remain); (iv) repair any damage resulting from the removal of its property/equipment/fixtures. Any permanent modifications/alterations to the structure of the Court will remain.

VI. DISPUTE RESOLUTION

If any disputes or issues arise in connection with this IGA, either party shall have the right to demand a meeting of the cities' respective City Managers. If the dispute cannot be resolved amicably between the City Managers, then either party shall have the right to request the other party participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no timely request for mediation or in the event

mediation is unsuccessful or deemed futile, the parties shall each be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this IGA shall be brought in the Superior Court of Fulton County, Georgia, or the Northern District of Georgia, as applicable, and the parties hereby submit to the jurisdiction and venue of such court.

VII. MISCELLANEOUS

- A. Replacement of Prior Agreement.** If the Effective Date of this IGA is on or prior to June 30, 2021, this IGA shall replace the parties' prior agreement for shared municipal court clerk services effective September 9, 2020 and as extended through June 30, 2021.
- B. Reimbursements.** Requests for reimbursement of amounts due by either party under this IGA shall be tendered promptly after costs are incurred. Upon receipt of any invoice for reimbursement, the party owing reimbursement shall promptly reimburse the other party, and in no event later than thirty (30) days from receipt of the invoice except in the case of a reasonable dispute about the invoice.
- C. Insurance.**
- 1. Milton.** Milton shall procure and maintain a commercially reasonable policy of property (casualty) insurance on the Court throughout the term of this IGA.
 - 2. Contractors/Subcontractors.** During any construction on the Court, the respective party completing such construction shall ensure by written contract that all contractors and subcontractors maintain commercially reasonable insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the work being performed, including, but not limited to, a general liability policy with limits of no less than one million dollars (\$1,000,000.00). If Alpharetta is contracting for such work, it shall require that Milton is listed as additional insured to such policy. Further, the party contracting for such work shall comply with O.C.G.A. § 13-10-90, et seq., O.C.G.A. § 50-36-1, et seq., O.C.G.A. § 36-91-1, et seq., and/or all other applicable law.
- D. Assignment or Transfer.** The rights, privileges and obligations under this IGA shall not be assigned or transferred by any party without the prior written consent of the other party.
- E. Notices.** All notices given pursuant to this IGA shall be in writing and shall be deemed received, and shall be effective when: (i) personally delivered, or (ii) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (iii) upon actual delivery when sent via national overnight commercial carrier to the party at the address given

below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To Alpharetta:

City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, GA 30009
ATTN: City Administrator

To Milton:

City of Milton, Georgia
2006 Heritage Walk
Milton, GA 30004
ATTN: City Manager

Either party shall have the right, from time to time, to change the address to which notices to it shall be sent by giving to the other party at least ten (10) days prior notice of the changed address.

- F. Public Procurement Requirements.** Each party agrees that it will comply with all public works bidding requirements of the State of Georgia related to any construction, improvements, or services completed on the Court.
- G. E-verify and Title VI.** Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed on the Court shall contain all required E-verify and Title VI requirements under applicable law.
- H. Entire Agreement/Amendment.** This IGA contains the entire agreement of the parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this IGA. This IGA may be modified or amended only in writing properly executed by both parties.
- I. Headings and Severability.** The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference only and in no way define, limit or describe the scope or intent thereof, or of this IGA nor in any way affect this IGA, and such headings or titles shall be disregarded in the construction of this IGA. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the IGA should be severed, and the remainder of this IGA shall remain in full force and effect to the extent possible.
- J. Waiver.** No failure of any party hereto to exercise any right or power granted under this IGA, or to insist upon strict compliance by the other party with this IGA, and no custom or practice of any

party at variance with the terms and conditions of this IGA, shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance by any other party hereto with the terms and conditions of this IGA.

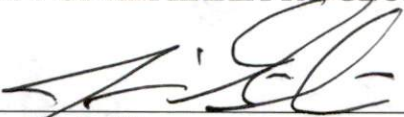
- K. **Governing Law.** The parties shall comply with all applicable laws, ordinances and regulations related to their respective use of the Court and performance of this IGA. This IGA shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.
- L. **Interpretation.** The parties hereto have cooperated in the preparation of this IGA. Hence, should any provision of this IGA require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- M. **Counterparts.** This IGA may be executed in multiple counterparts each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.
- N. **Third Parties.** This IGA shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- O. **Force Majeure.** Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this IGA or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this IGA legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the party claiming the benefit of this provision; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- P. **Records.** Each party shall maintain records relating to matters covered by this IGA as required by law and by any additional requirements in this IGA. Such records shall be maintained for at least a period of three years following the termination of this IGA.
- Q. **Authorization.** Each of the individuals executing this IGA on behalf of his or her respective party

agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this IGA is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

IN WITNESS WHEREOF, Alpharetta and Milton have caused this IGA to be executed under seal as of the Effective Date first provided above.

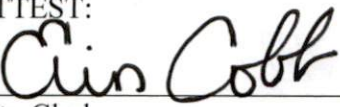
[SIGNATURES ON FOLLOWING PAGE]

CITY OF ALPHARETTA, GEORGIA


Jim Gilvin, Mayor



ATTEST:


City Clerk

APPROVED AS TO FORM:


C. Sam Thomas, City Attorney

CITY OF MILTON, GEORGIA


Joe Lockwood, Mayor

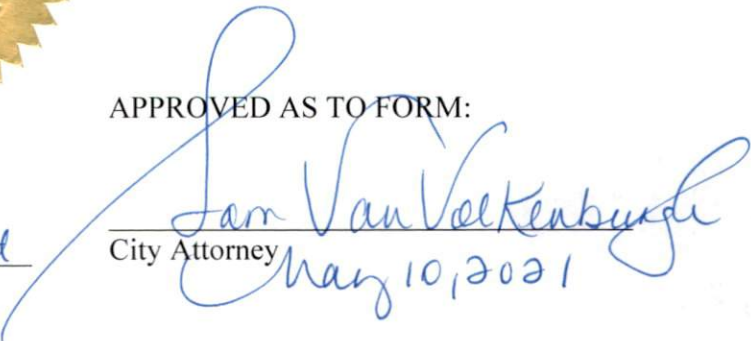
[CITY SEAL]



ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

May 10, 2021

This is a detailed floor plan of the second floor of the FBI Laboratory building. The plan shows various rooms including the Court Lobby, Courtroom, Conference Room, and several offices. Rooms are color-coded: red for Court Lobby, blue for Courtroom, and green for Conference Room. The plan includes dimensions, door swings, and room numbers. A large red '2' is placed in the Court Lobby area, a large red '3' is placed in the Courtroom area, and a large red '5' is placed in the Conference Room area.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILTON,
GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA REGARDING JOINT USE
OF MUNICIPAL COURT FACILITIES AND SHARED MUNICIPAL CLERK
SERVICES**

FIRST AMENDMENT

This “**FIRST AMENDMENT**” effective as of the date last signed by the parties below, is by and between **CITY OF MILTON, GEORGIA**, a municipal corporation formed under the laws of the State of Georgia and acting buy and through its governing authority, the City of Milton Mayor and City Council (“Milton”), **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation formed under the laws of the State of Georgia and acting buy and through its governing authority, the City of Alpharetta Mayor and City Council (“Alpharetta”) collectively Milton and Alpharetta may be referred to hereinafter as the “Parties,” or singularly referred to as a “Party.”

RECITALS

WHEREAS, GA CONST Art. 9, § 3, ¶ 1, authorizes municipal governments to enter into intergovernmental agreements for the joint provision of services and the joint use of facilities;

WHEREAS, the Parties entered that certain Intergovernmental Agreement dated May 24, 2021 (“IGA”); and

WHEREAS, Milton owns a municipal court facility located at the Milton Public Safety Complex, 13690 GA-9, Milton, GA 30004, wherein said facility is convenient to Alpharetta residents, and as such, the Parties currently share the services of a municipal clerk as permitted by O.C.G.A. § 36-32-12 and pursuant to the terms and conditions of the IGA; and

WHEREAS, the Parties now desire to amend the IGA to include a shared “Court Solicitor” to prosecute city code matters within the shared municipal court for both Parties; and

WHEREAS, O.C.G.A §§ 15-18-90 through 15-18-99 govern the duties, appointment requirements and other like matters related to a city court solicitor, and further establishes the mandatory preliminary actions to be taken by the governing authorities of the various cities to establish an “Office of Prosecuting Attorney,” such actions the Parties hereby affirm have been taken by both Milton and Alpharetta; and

WHEREAS, Alpharetta and Milton believe the public interest will be served sharing a Court Solicitor, and otherwise amending the IGA, as contemplated hereunder.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual covenants and agreements, the receipt and sufficiency of which are acknowledged by each of the Parties, the Parties hereby amend the IGA, as follows:

1. **Recitals/Defined Terms.** The above stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this First Amendment shall have the same meaning as defined in the IGA. The IGA is hereby

modified as follows:

2. **Amendment:**

a. The title of the IGA is hereby amended to the following: **“INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILTON, GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA REGARDING JOINT USE OF MUNICIPAL COURT FACILITIES AND SHARED MUNICIPAL CLERK AND COURT SOLICITOR SERVICES”**

b. Section III of the IGA is hereby restated in its entirety but then supplemented as follows:

i. The title of Section III shall be changed to read: **“SHARED USE OF MUNICIPAL COURT CLERK AND COURT SOLICITOR”**

ii. Subsections III(A)-(B) of the IGA shall remain undisturbed and shall equally govern the terms and conditions related to the new shared “Court Solicitor” in the same manner and to the same extent as currently exists for the shared Court Clerk, and, as such, any reference to “Court Clerk” under the IGA (except for subsection III(C)) shall be amended to read, **“Court Clerk/Court Solicitor,”** and the IGA, in its entirety, is hereby understood to contemplate the addition of a shared Court Solicitor where the shared Court Clerk is referenced, and the same shall be incorporated into the IGA by reference.

iii. Section III. of the IGA is hereby amended by inserting the following subsections III(D)-(E) immediately after III(C) therein:

“D. Filling of Court Solicitor Vacancy. If the position of the shared Court Solicitor should become vacant during the term of this IGA, Alpharetta shall be responsible for, and have final appointment authority, in hiring a new shared Court Solicitor, provided that Milton shall be afforded a reasonable opportunity to provide substantive and meaningful input in the selection and hiring process. In the event that circumstances cause the then-current Court Solicitor to take temporary leave or otherwise be removed from his/her post, the Parties’ respective city attorneys are permitted in the interim to handle/prosecute/litigate the Parties’ respective municipal court matters. If the respective city attorneys are acting as interim solicitors, then they shall act solely as on behalf of their own city government during this interim period and Section III of the IGA shall not govern or be applicable to the interim city attorney unless otherwise agreed to in writing by the Parties. If the Parties are no longer using a shared Court Solicitor as contemplated in this paragraph, then Section III shall not be enforceable as it regards the Court Solicitor (i.e., Milton shall have no obligation to reimburse 40% of shared costs to Alpharetta for the cost of a shared Court Solicitor) until a new shared Court Solicitor is appointed, if one is appointed, and so long as Milton has not otherwise terminated the shared Solicitor as set forth in Section V(D).”

“E. Liability. In the event that the shared Court Clerk’s/Court Solicitor’s acts or omissions cause, or are alleged to have caused, liability to one of the Parties concerning a matter performed in the course and scope of their respective retention, then the Party that has jurisdiction over the city-specific case, prosecution, or matter that generated the liability (or alleged liability) shall assume sole responsibility for defending the cause or claim, and one-hundred percent financial responsibility in the event of an adverse finding, judgment, or disposition. Alpharetta shall be one-hundred percent responsible for any events or conduct causing (or alleged to have caused) damage to persons or property in the courtroom during those days where Alpharetta is in possession and control of the offices or other spaces at the courthouse. Nothing in this paragraph shall prevent either Party from seeking contribution or apportionment, as applicable, against other persons or entities alleged to be responsible for any liability or damage contemplated herein.”

- c. Section V. of the IGA is hereby restated in its entirety with the following new subsection V(D) and V(E) inserted therein:

“D. Termination of the Shared Court Clerk/Court Solicitor. In the event Milton determines to no longer utilize the shared services of the Court Clerk and/or Court Solicitor as contemplated in Section III of the IGA, Milton may terminate its obligation as to either, or both, under Section III of the IGA without further obligation on the part of Milton. Upon such termination, Milton’s 40% reimbursement obligation for the shared Court Clerk or Court Solicitor, as appropriate, shall likewise end, except that Milton shall be responsible for any unpaid reimbursement that accrued prior to termination. Any termination, as provided herein, shall occur only after Milton provides Alpharetta sixty (60) days’ advance written notice of intent to terminate. This notice may be issued via email delivery to the Alpharetta City Administrator. Such notice shall state with specificity which shared officer is being terminated. Upon Milton’s termination of the shared Clerk or Solicitor, or both, Section III of the IGA shall then become a nullity and unenforceable against Milton as it pertains to the terminated shared Clerk or Solicitor, or both. Notwithstanding the foregoing, upon Milton’s termination of either the shared Court Clerk’s or Court Solicitor’s service to its respective Court, the remainder of the IGA (save for those obligations related to the officer that Milton terminated) shall remain in full force and effect and binding on both Parties.”

“E. Term of the Shared Court Solicitor. O.C.G.A. 15-18-91(c) provides that the Office of Prosecuting Attorney shall have a term to be established by the appointing municipal authority. The term of the shared Court Solicitor shall run coterminous with this IGA. In the event the Parties discontinue sharing a Court Solicitor, then the term for the Court Solicitor appointed pursuant to this IGA shall be deemed terminated. The term for the new Court Solicitor(s) to be separately appointed or retained by Milton and/or Alpharetta shall be established by each respective jurisdiction at the time of appointment.

3. **Construction; Effect of this First Amendment.** This First Amendment shall be deemed a part of and shall take precedence over and supersede any provisions to the contrary contained in the IGA. Notwithstanding, except as expressly modified by this First Amendment, all the provisions of the IGA that are not in conflict with the terms of this First Amendment shall remain in full force and effect.

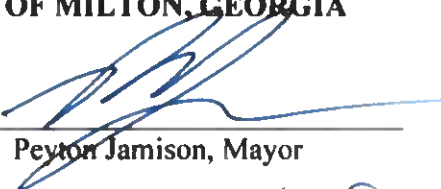
4. **Counterparts; Facsimile Signatures.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this First Amendment, an executed facsimile or email counterpart copy of this First Amendment shall be deemed an original for all purposes and binding upon the Parties hereto.

5. **Ratification.** The remaining terms and provisions of the IGA are ratified and confirmed by the Parties and are incorporated into this First Amendment by reference as if set forth fully herein. This First Amendment, together with the IGA, constitutes the entire understanding of the Parties with regard to the subject matter hereof and as so amended supersedes all prior or contemporaneous discussions, representations, promises, inducements and understandings with respect to the subject matter hereof.

6. **Authority.** Each Party hereby represents and warrants that (a) it has authority to enter into this First Amendment and (b) the terms, covenants and obligations contained herein are binding upon and enforceable against itself.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in their respective names and caused their respective seals to be affixed hereto as of the last date of execution below.

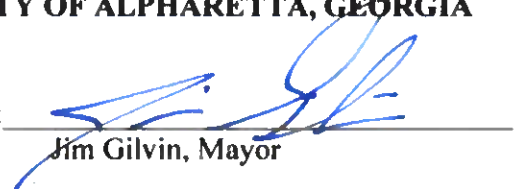
CITY OF MILTON, GEORGIA

By: 
Peyton Jamison, Mayor

Attested: 
City Clerk, Tammy Dowit



CITY OF ALPHARETTA, GEORGIA

By: 
Jim Gilvin, Mayor

Attested: 
City Clerk, Lauren Shapiro



**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
REGARDING SHARED MUNICIPAL COURT FACILITIES AND SERVICES**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “*Amendment*”) is made and entered into as of the _____ day of _____, 2024 (“*Effective Date*”), by and between **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia (“*Milton*”), and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (“*Alpharetta*”), collectively, the “*Parties*”.

WITNESSETH:

WHEREAS, the Parties are authorized to enter into this Amendment pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and

WHEREAS, the Parties entered into that certain Intergovernmental Agreement between the City of Milton, Georgia and the City of Alpharetta, Georgia Regarding Joint Use of Municipal Court Facilities and Shared Municipal Clerk Services dated May 24, 2021 (the “*Agreement*”); and

WHEREAS, on April 18, 2022, the Parties entered into that certain First Amendment to the Agreement which expanded the shared services for the municipal court to include a court solicitor; and

WHEREAS, the Parties desire to further expand the shared services for the municipal court under the Agreement by adding an administrative assistant position to assist with closing cases, processing open records requests, scheduling court dates, processing incoming mail, and other administrative tasks; and

WHEREAS, in order to provide for the shared services of an administrative assistant in the operation of the municipal court, the Parties desire to amend the terms and conditions of the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing, the public purposes, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree to amend the Agreement as follows:

A. **Recitals a Part of Amendment; Definitions.** The Parties agree that the foregoing recitals and premises constitute a substantive part of this Amendment. Any capitalized term not defined herein shall have the same meaning as defined in the Agreement.

B. **Amendment to Section III.A of the Agreement.** Section III.A of the Agreement is hereby modified and amended by deleting Section III.A in its entirety and substituting in lieu thereof the following:

“Shared Personnel Services. Milton and Alpharetta shall share the services of a municipal court clerk (“*Clerk*”), a court solicitor (“*Court Solicitor*”), and an administrative

assistant (“*Administrative Assistant*”; the Clerk, Court Solicitor, and Administrative Assistant collectively, the “*Shared Personnel*”). The Shared Personnel will be directed to be reasonably available to both Milton and Alpharetta throughout the week, but will be expected to spend, on average, forty percent (40%) of each work week on Milton court matters and sixty percent (60%) of each work week on Alpharetta court matters.”

C. **Amendment to Section III.B of the Agreement.** Section III.B of the Agreement is hereby modified and amended by deleting Section III.B in its entirety and substituting in lieu thereof the following:

“Shared Personnel Compensation. Each of the Shared Personnel will be an employee of Alpharetta, and Alpharetta shall be solely responsible for paying the salary and benefits for the Shared Personnel. Milton shall reimburse Alpharetta forty percent (40%) of the prorated cost of the Shared Personnel’s base salary and forty percent (40%) of the prorated cost of the employee benefits provided to the Shared Personnel. Any modification to the salary and benefits paid to the Shared Personnel other than routine pay increases and benefit enhancements that most other Alpharetta employees are also receiving shall require an amendment to this IGA signed by both parties.”

D. **Amendment to Section III.C of the Agreement.** Section III.C of the Agreement is hereby modified and amended by deleting Section III.C in its entirety and substituting in lieu thereof the following:

“Filling of Vacancy for Clerk and Administrative Assistant. If either the Clerk or Administrative Assistant position becomes vacant during the term of this IGA, Alpharetta shall be responsible for, and have final discretion in, the hiring of a Clerk or Administrative Assistant, as appropriate, to fill such vacancy; provided that Milton shall be given a substantial role in the selection and hiring process.”

E. **Amendment to Section III.E of the Agreement.** Section III.E of the Agreement is hereby modified and amended by deleting from the first sentence the words: “In the event that the shared Court Clerk’s/Court Solicitor’s acts or omissions cause,” and substituting in lieu thereof the following:

“In the event that the acts or omissions of any Shared Personnel cause,”

F. **Amendment to Section V.D of the Agreement.** Section V.D of the Agreement is hereby modified and amended by deleting Section V.D in its entirety and substituting in lieu thereof the following:

“Termination of a Shared Personnel Position. In the event Milton determines to no longer utilize the services of any of the Shared Personnel as contemplated in Section III of this IGA, Milton may terminate its obligation as to any Shared Personnel position under Section III of the IGA without further obligation on the part of Milton. Upon such termination, Milton’s 40 percent reimbursement obligation for such position shall likewise end, except that Milton shall be responsible for any unpaid reimbursement that accrued

prior to termination. Any termination, as provided herein, shall occur only after Milton provides Alpharetta sixty (60) days' advance written notice of intent to terminate. This notice may be issued via email delivery to the Alpharetta City Administrator. Such notice shall specify which Shared Personnel position is being terminated. Upon Milton's termination of the services of one or more Shared Personnel positions, Section III of the IGA shall then become a nullity and unenforceable against Milton as it pertains to the terminated position(s). Notwithstanding the foregoing, upon Milton's termination of the services of any Shared Personnel position, the remainder of this IGA (except for those obligations related to the terminated Shared Personnel position) shall remain in full force and effect and binding on both Parties."

G. **Ratification**. Except as expressly modified and amended by this Amendment, the Agreement is and shall remain in full force and effect. The Parties hereby ratify and confirm the Agreement as modified herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

MILTON:

ALPHARETTA:

CITY OF MILTON, GEORGIA

CITY OF ALPHARETTA, GEORGIA

By: _____
Peyton Jamison
Mayor

By: _____
Jim Gilvin
Mayor

Attest: _____
Tammy Lowit
City Clerk

Attest: _____
Lauren Shapiro
City Clerk

[CITY SEAL]

[CITY SEAL]



STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: July 29, 2024

AGENDA ITEM:

Local Jobs Creation Grant Program Intergovernmental Agreement

Consideration of approval of the Sixth Amendment to the Intergovernmental Agreement for the Alpharetta Jobs Creation Grant Program for the period July 01, 2024, through June 30, 2025 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Sixth Amendment to the Intergovernmental Agreement for the Alpharetta Jobs Creation Grant Program for the period July 01, 2024, through June 30, 2025 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES (INCLUDED IN DEVELOPMENT AUTHORITY BUDGET)

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

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Local Jobs Creation Grant Program	\$0.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
99575100-571000-C1403	\$32,500.00

ITEM DESCRIPTION:

Consideration of approval of the Sixth Amendment to the Intergovernmental Agreement for the Alpharetta Jobs Creation Grant Program for the period July 29, 2024, through June 30, 2025 and authorize the Mayor to execute all necessary documents.

As a means of incentivizing business location and expansion and the hiring of Alpharetta residents for jobs created through such business location and expansion, the City of Alpharetta and the Alpharetta Development Authority into an agreement to create the Alpharetta Jobs Creation Grant Program ("Program") in October of 2013. This Program is designed to compliment the State's Georgia Job Tax Credit Program and create jobs for City of Alpharetta residents. In special cases, this incentive can be used by itself as a recruitment incentive for projects that are deemed significant to the City.

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

The City has provided initial funding of \$40,000 in FY2014 in one lump sum to the Authority and provided an additional \$20,000 in FY2015. Thus far two businesses have been recipients of the grants: Fiserv, Inc. was awarded \$19,500 and Primetals Technology USA LLC was awarded \$8,000. These awards were paid in FY2017 (expenses totaling \$14,000) and FY2018 (expenses totaling \$13,500). \$32,500 remains available and appropriated within the Development Authority's budget.

The intergovernmental contract has been amended annually to extend the term of the Program and allow for the continued use by the Authority of the funding made available by the City for the Program. If approved by City Council and subsequently the Alpharetta Development Authority, the program would be extended for the period of July 29, 2024, through June 30, 2025.

ATTACHMENTS:

- | |
|---|
| <ol style="list-style-type: none">1. 2013-Jobs-IGA2. City of Alpharetta - Dev. Authority - sixth Amendment - IGA for Jobs Program FY25 |
|---|

SIXTH AMENDMENT TO INTERGOVERNMENTAL CONTRACT

THIS SIXTH AMENDMENT TO INTERGOVERNMENTAL CONTRACT (this “***Amendment***”) is effective as of July 29, 2024, by and between the City of Alpharetta, Georgia, a municipal corporation of the State of Georgia (the “***City***”), and the Development Authority of Alpharetta, Georgia, a public body corporate and politic of the State of Georgia (the “***Authority***”).

WITNESSETH:

WHEREAS, the City has legal authority to provide funding to the Authority to facilitate projects or programs within the authorized purposes of the Authority; and

WHEREAS, one of the authorized purposes of the Authority is to promote employment opportunities in and for the City; and

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

WHEREAS, the City has provided a total of \$60,000 in funding to the Authority for the local jobs creation grant program (as described in the Intergovernmental Contract, the “***Program***”) (initial funding of \$40,000 in FY2014, and an additional \$20,000 in FY2015); of this funding amount, \$32,500 remains available for use by the Authority for the Program in accordance with the Intergovernmental Contract; and

WHEREAS, the Intergovernmental Contract has been amended by the parties on January 8, 2019, July 22, 2019, July 1, 2021, July 1, 2022, and July 1, 2023 to extend the term of the Program and allow for the continued use by the Authority of the funding made available by the City for the Program; and

WHEREAS, the Intergovernmental Contract expired as of June 30, 2024, and both the City and the Authority deem it beneficial and appropriate to further extend the term of the Intergovernmental Contract through June 30, 2025.

NOW, THEREFORE, in consideration of the premises and undertakings as herein set forth, it is agreed by and between the City and the Authority as follows:

1. The term of the Intergovernmental Contract is extended through June 30, 2025. Either party may terminate the Intergovernmental Contract, as amended, upon thirty (30) days prior written notice. Upon the termination, uncommitted funds shall be returned to the City. Committed funds shall continue to be administered by the Authority in accordance with the terms of the Program.

2. Except as provided herein, the other terms of the Intergovernmental Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Amendment to be executed, sealed, and delivered, all as of the day and year first written above.

CITY OF ALPHARETTA, GEORGIA

By: _____ (SEAL)
Jim Gilvin, Mayor

APPROVED AS TO
SUBSTANCE:

Christopher J. Lagerbloom, City Administrator

APPROVED AS TO FORM:

JARRARD & DAVIS, LLP

Molly N. Esswein, City Attorney

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____ (SEAL)
Jack Nugent, Chairman

INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract (the "Intergovernmental Contract") is entered into as of October 21, 2013, by and between the City of Alpharetta, Georgia, a municipal corporation of the State of Georgia (the "City"), and the Development Authority of Alpharetta, Georgia, a public body corporate and instrumentality of the State of Georgia organized and existing pursuant to the Development Authority's law (O.C.G.A. §36-62-1, et seq., as amended) (the "Authority").

WITNESSETH:

WHEREAS, the City has legal authority to provide funding to the Authority to facilitate projects or programs within the authorized purposes of the Authority; and

WHEREAS, one of the authorized purposes of the Authority is to promote employment opportunities in and for the City; and

WHEREAS, the City and the Authority have determined that a proposed program to be known as the "Local Jobs Creation Grant" program would promote employment opportunities in and for the City; and

WHEREAS, the City is willing to provide certain funding to the Authority for a Local Jobs Creation Grant program to be administered by the Authority; and

WHEREAS, the Authority is willing to implement and administer the Local Jobs Creation Grant program;

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

1. The City shall provide funding to the Authority in an initial amount not to exceed forty thousand dollars (\$40,000.00) for the sole purpose of the Authority administering the Local Jobs Creation Grant program, which is more specifically described in the attached Exhibit "A" and which is hereinafter referred to as the "Program". The City may, but shall not be required to, provide additional funding to the Authority for the

Program, but only pursuant to and in compliance with the City's standard budgetary process.

2. The Authority shall administer the Program strictly in accordance with the terms of the Program as set forth in the attached Exhibit "A". The funds provided to the Authority by the City shall be used by the Authority solely for the purpose of providing grants pursuant to the Program. The parties acknowledge that the maximum potential commitment attributable to a grant is likely to exceed the actual funds that will be paid out pursuant to the grant. The Authority shall exercise its best judgment to estimate the actual funding that will be required for each grant and shall endeavor to insure that such funding shall not exceed current funding available to the Authority. To the extent the Authority determines that a grant is likely to exceed funding available to the Authority, the Authority shall not commit to such grant without first notifying and obtaining the written consent of the City. The Authority shall, at least annually, provide to the City a written detailed report of the Authority's administration of the Program.

3. The term of the Intergovernmental Contract shall be five (5) years. After the first year of this Contract either party may terminate the Intergovernmental Contract upon thirty (30) days prior written notice. Upon termination uncommitted funds shall be returned to the City. Committed funds shall continue to be administered by the Authority in accordance with the terms of the Program.

4. This Intergovernmental Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

5. This Intergovernmental Contract is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF ALPHARETTA, GEORGIA



By: [Signature] (SEAL)

Its: Mayor

DEVELOPMENT AUTHORITY OF ALPHARETTA, GEORGIA

By: [Signature] (SEAL)

Its: Chairman

APPROVED AS TO FORM:

[Signature]
C. Sam Thomas, City Attorney



1410885



EXHIBIT 'A'

OFFICE OF ECONOMIC DEVELOPMENT

Two South Main Street Alpharetta, GA 30009

Phone: 678.297.6075 Fax: 678.297.6001 Web: www.alpharetta.ga.us

LOCAL JOBS CREATION GRANT

INCENTIVE DESCRIPTION

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

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

INCENTIVE TERMS & CONDITIONS

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



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: July 29, 2024

AGENDA ITEM:

Contract Approval: Legal Advertising Services Agreement

Consideration of approval of a Legal Advertising Services Agreement between the City of Alpharetta and Appen Media Group and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Legal Advertising Services Agreement between the City of Alpharetta and Appen Media Group and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: +/- \$20,000, DEPENDING
ON THE NUMBER OF ADVERTISEMENTS REQUIRED
TO BE PUBLISHED.

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:

Section 2.22 of the Charter of the City of Alpharetta requires that certain acts of the City Council be advertised by publishing a legal notice in a newspaper of general circulation within the City of Alpharetta.

Historically, the City of Alpharetta has identified and utilized the Alpharetta Roswell Herald, which is owned by Appen Media Group (hereinafter "Appen"), as its Legal Organ for the purposes of publishing its legal notices (except when required by law to be published elsewhere). The Alpharetta Roswell Herald has a general circulation of 28,000 per week. The city's previous contract with Appen has expired, and since, staff met with Appen for the purposes of negotiating new contract terms.

For Fiscal Year 2024, the City of Alpharetta paid Appen approximately \$13,700.87 for placing legal notices. This does not include any additional advertising for Special Events and Activities published by the Recreation, Parks, and Cultural Services Department. Some legal noticing costs are offset by applicants who apply for things such as alcohol licenses and rezoning cases, but there are certain legal notices that the city is required to advertise, such as election notices, charter amendments, ordinances, and bids, that are not offset by an applicant and are more like operating costs. For Fiscal Year 2025, the legal advertising costs could be somewhere between \$15,000 to \$20,000 depending on the number of applications the city receives, election notices, and other items the city is legally required to advertise.

Attached is the proposed contract, and if approved, outlines:

- Legal Advertising price per column square inch and processing fee costs (\$21.44 plus 10% processing fees to be held for five years, unless agreed to by the City in writing);

- Term of contract is for five (5) years;
- Publication dates, deadlines, proofs, and publisher's affidavits; and
- General distribution information, circulation counts, and locations where copies are available.

ALTERNATIVES:

Do not approve the Legal Advertising Services Agreement between the City of Alpharetta and Appen Media Group and select another newspaper with general circulation within the City of Alpharetta to publish legal advertisements.

ATTACHMENTS:

1. Legal Advertising Services - Appen Media Contract
2. Charter Sec. 2.22 Action Requiring an Ordinance

LEGAL ADVERTISING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between **CITY OF ALPHARETTA**, a Georgia municipal corporation located at 2 Park Plaza, Alpharetta, Georgia 30009 (hereinafter referred to as the “City”), and **APPEN MEDIA GROUP, INC.** a Georgia corporation with principal office located at 319 N. Main Street, Alpharetta, Georgia 30009 (herein after referred to as the “Service Provider”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, City desires to retain Service Provider to provide certain services; and

WHEREAS, Service Provider desires to perform the Services as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, Service Provider has represented that it is qualified by training and experience to perform the Services; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Service Provider has familiarized itself with the nature and extent of the Agreement, the Scope of Services, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Services.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Legal Advertising Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit “A” – Scope of Services

Exhibit “B” – Contractor Affidavit

Exhibit “C” – Subcontractor Affidavit

B. Scope of Services. The Scope of Services to be provided under this Agreement are the publication and distribution of the City’s legal advertisements and notices, as more specifically set forth in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Services”). The Service Provider agrees to provide all Services in accordance with the terms and conditions of this Agreement. Some details necessary for proper execution and completion of the Services

may not be specifically described in the Scope of Work, but they are a requirement of the Services if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Services.

D. Schedule, Completion Date, and Term of Agreement. The term of this Agreement (“Term”) shall commence as of the Effective Date and shall terminate no later than five (5) years from the Effective Date (provided that certain obligations will survive termination/expiration of this Agreement). The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent City’s provision of written notice of non-renewal to Service Provider at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Service Provider until fully paid for by City. The City, at its option, may renew this Agreement for up to an additional two (2) years. The total Agreement Term shall not exceed seven (7) years total, unless otherwise agreed to in writing by both Parties.

II. SCOPE OF SERVICES CHANGES

A. Change Order Defined. A “Change Order” means a written modification of the Agreement, signed by representatives of City and Service Provider with appropriate authorization.

B. Right to Order Changes. City reserves the right to order changes in the Services to be performed under this Agreement by altering, adding to, or deducting from the Services. All such changes shall be incorporated in written Change Orders and executed by Service Provider and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed services within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Service Provider shall proceed with the changed services.

C. Change Order Requirement. Any services added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of City and Service Provider.

III. COMPENSATION AND METHOD OF PAYMENT

Payment Terms. City agrees to pay Service Provider for the Services performed upon certification by City that the Services were actually performed in accordance with the Agreement. The City shall pay the Service Provider \$21.44 per column square inch, per legal advertisement for the Service Provider’s timely publication of legal advertisements (the “Total Column Price”). The City shall also pay Service Provider a ten percent (10%) processing fee, to be calculated as 10% of the Total Column Price per legal advertisement (the “Processing Fee”). Service Provider shall use its best efforts to minimize costs incident to its performance hereunder. No price adjustments shall be made during the Term or any extension of this Agreement except with the

written consent of the City. Upon City's submission of legal advertisement, Service Provider shall generate a proof of notice for the City's review and approval. Once the City has approved and accepted said proof, the Service Provider shall invoice the City. City shall pay Service Provider within thirty (30) days after receipt of the invoice by City staff.

IV. COVENANTS OF SERVICE PROVIDER

A. Expertise of Service Provider; Licenses, Certification and Permits. Service Provider accepts the relationship of trust and confidence established between it and City, recognizing that City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to perform the Services in pursuit of timely and competent completion. Service Provider shall employ only persons duly qualified in the appropriate area of expertise to perform the Services described in this Agreement. As applicable, Service Provider covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Service Provider by any and all national, state, regional, City, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Agreement. Further, Service Provider agrees that it will perform all Services in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Service Provider as a result of not meeting the applicable standard of care or quality will be provided by Service Provider at no additional cost to City. This provision shall survive termination of this Agreement.

B. Budgetary Limitations. Service Provider agrees and acknowledges that budgetary limitations are not a justification for breach of sound principles of Service Provider's profession and industry. Service Provider shall take no calculated risk in the performance of the Services. Specifically, Service Provider agrees that, in the event it cannot perform the Services within the budgetary limitations established without disregarding sound principles of Service Provider's profession and industry, Service Provider will give written notice immediately to City.

C. City's Reliance on the Work. Service Provider acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Service Provider and that, therefore, City bears no responsibility for Service Provider's Services performed under this Agreement. Service Provider acknowledges and agrees that the acceptance of Services by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Service Provider's performance. Service Provider further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Service Provider of the responsibility for adequacy, fitness, suitability, and correctness of Service Provider's Services under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

D. Service Provider's Reliance on Submissions by City. Service Provider must have timely information and input from City in order to perform the Services required under this Agreement. Service Provider is entitled to rely upon information provided by City, but Service Provider shall provide immediate written notice to City if Service Provider knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Service Provider's Representative. Hans Appen shall be authorized to act on Service Provider's behalf with respect to the Services as Service Provider's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Service Provider covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Service Provider shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Service Provider and Indemnification of City. Service Provider covenants and agrees to take and assume all responsibility for the Services provided in connection with this Agreement. Service Provider shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Services rendered pursuant to this Agreement. Service Provider shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, Service Providers, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Services provided, performance of contracted services, or operations by Service Provider, any subcontractor, anyone directly or indirectly employed by Service Provider or subcontractor or anyone for whose acts or omissions Service Provider or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Service Provider, its subcontractor, anyone directly or indirectly employed by Service Provider or subcontractor or anyone for whose acts Service Provider or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Service Provider or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other

employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor. Service Provider hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Service Provider or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Service Provider agrees to be solely responsible for its own matters relating to the time and place the Services is performed and the method used to perform such Services; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of Service Providers, agents or employees to complete the Services; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Service Provider agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Service Provider. Any provisions of this Agreement that may appear to give City the right to direct Service Provider as to the details of the services to be performed by Service Provider or to exercise a measure of control over such services will be deemed to mean that Service Provider shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Services related to this Agreement.

Inasmuch as City and Service Provider are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Service Provider agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Service Provider to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Service Provider shall assume full liability for any contracts or agreements Service Provider enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance. The Service Provider, at its own cost and expense, shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Service Provider, its agents, representatives, employees or subcontractors, including but not limited to commercial general liability coverage and workers' compensation coverage. Service Provider shall maintain insurance policies with coverage and limits to fully cover all liabilities and obligations of Service Provider under this Agreement.

Service Provider shall furnish the City with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy 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. The certificates of insurance and required endorsements shall be

furnished on a form utilized by Service Provider's insurer in its normal course of business. The Service Provider shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

(1) Service Provider shall provide evidence on City-provided forms, attached hereto as Exhibits "B" and "C" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Service Provider's subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, or

(2) Service Provider provides evidence that it is not required to provide an affidavit because it is an individual (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Service Provider hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "B", and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Service Provider hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Service Provider employs or contracts with any subcontractor(s) in connection with the covered contract, Service Provider agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C", which subcontractor affidavit shall become part of the Service Provider/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an individual licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Service Provider agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Service Provider is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Service Provider's and Service Provider's subcontractors' verification process at any time to determine that the verification was correct and complete. Service Provider and Service Provider's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Service Provider is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her

designee shall further be authorized to conduct periodic inspections to ensure that no City Service Provider or Service Provider's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Service Provider and Service Provider's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Service Provider or Service Provider's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Service Provider's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Service Provider shall be liable for all damages and delays occasioned by City thereby.

Service Provider agrees that the employee-number category designated below is applicable to Service Provider. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- _____ 500 or more employees.
- _____ 100 or more employees.
- _____ Fewer than 100 employees.

Service Provider hereby agrees that, in the event Service Provider employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Service Provider will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Services performed for City under this Agreement ("Records") shall be established and maintained by Service Provider in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Service Provider by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official

documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

- (2) **Reports and Information:** Upon request, Service Provider shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.
- (3) **Audits and Inspections:** At any time during normal business hours and as often as City may deem necessary, Service Provider shall make available to City or City's representative(s) for examination all Records. Service Provider will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Service Provider shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Service Provider shall permit City or City's representative(s) to observe and inspect any or all of Service Provider's facilities and activities during normal hours of business for the purpose of evaluating Service Provider's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

L. Ethics Code; Conflict of Interest. Service Provider agrees that it shall not engage in any activity or conduct that would result in a violation of the City's Code of Ethics or any other similar law or regulation. Service Provider certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Services. Should Service Provider become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Service Provider shall immediately notify City. If City determines that a conflict of interest exists, City may require that Service Provider take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Service Provider when such services were performed while a conflict of interest existed if Service Provider had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

M. Confidentiality. Service Provider acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Service Providers, and/or staff to likewise protect such confidential information. Service Provider agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Service Provider creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Service Provider shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Service Provider acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. Meetings. Service Provider is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Service Provider's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Service Provider's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

O. Authority to Contract. The individual executing this Agreement on behalf of Service Provider covenants and declares that it has obtained all necessary approvals of Service Provider's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Service Provider to the terms of this Agreement, if applicable.

P. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Services to be performed by Service Provider ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Service Provider or subcontractor upon completion or termination of the Services shall be delivered immediately to City whether or not the Services is commenced or completed; provided, however, that Service Provider may retain a copy of any deliverables for its records. Service Provider assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Service Provider shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Service Provider agrees to execute any additional documents that may be necessary to evidence such assignment.

Q. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Service Provider agrees that, during performance of this Agreement, Service Provider, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Service

Provider agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

V. COVENANTS OF CITY

A. **City's Representative.** The City Administrator, or his designee, shall be authorized to act on City's behalf with respect to the Services as City's designated representative; provided that any changes to the Services or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. **For Convenience.** City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. **For Cause.** Service Provider shall have no right to terminate this Agreement prior to the provision of services, except in the event of City's failure to pay Service Provider within thirty (30) calendar days of Service Provider providing City with notice of a delinquent payment and an opportunity to cure. In the event of Service Provider's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Service Provider at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Service Provider fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Service Provider for the costs of curing the default against any sums due or which become due to Service Provider under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

C. **Statutory Termination.** In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. **Payment Upon Termination.** Upon termination, City shall provide for payment to Service Provider for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Services, as determined at the time of termination.

E. **Conversion to Termination for Convenience.** If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. **Requirements Upon Termination.** Upon termination, Service Provider shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not

incur any new obligations, unless the City directs otherwise; and (2) as applicable, promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Service Provider in performing this Agreement, whether completed or in process, in the form specified by City.

G. Reservation of Rights and Remedies. The rights and remedies of City and Service Provider provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization. In the event there is any inconsistency in the terms and conditions of this Agreement, including any exhibits or attachments hereto, the provision most favorable to the City shall control.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or applicable federal court, and Service Provider submits to the jurisdiction and venue of such court.

D. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. Business License. Prior to commencement of the Services to be provided hereunder, Service Provider shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Service Provider provides evidence that no such license is required.

F. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Service Provider with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Service Provider with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Board of Commissioners shall authorize the Chairman to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, Service Providers, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Service Provider or any successor in interest in the event of any default or breach by City or for any amount which may become due to Service Provider or successor or on any obligation under the terms of this Agreement. Likewise, Service Provider's performance of services under this Agreement shall not subject Service Provider's individual employees, officers, or directors to any personal contractual liability, except where Service Provider is a sole proprietor. The Parties agree that, except where Service Provider is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Service Provider or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Service Providers, servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Service Provider represents

that it has reviewed and become familiar with this Agreement. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

M. Force Majeure. Neither City nor Service Provider shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Service Provider; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Each term of this Agreement is material, and Service Provider’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

IN WITNESS WHEREOF City and Service Provider have executed this Agreement, effective as of the Effective Date first above written.

SERVICE PROVIDER:

APPEN MEDIA GROUP, INC.

By: _____
Hans Appen, Publisher and CEO

ATTEST:

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

APPROVED AS TO CONTENT:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Jennifer McCall, City Attorney

Date: _____

EXHIBIT “A”

Scope of Work

A. Legal Notice Publications

- a. Service Provider will provide a section in its weekly newspaper for the placement of the City’s legal notices and advertisements, with said section to be coordinated with and designated by the City Administrator, or designee. The newspaper will be published weekly, every Thursday.
- b. The deadline for submitting legal notices and advertisements to the Service Provider is 5:00 P.M., Wednesday, prior to the following week’s Thursday publication. For emergency publications, the deadline can be extended to the following Monday, but the City must enter the notice through the column website and via phone or e-mail to Service Provider to ensure publication can be timely made.
- c. Legal notices and advertisements will be available for proofing electronically and changes, additions and deletions will be accepted up to 4:00 P.M. Monday prior to Thursday delivery.
- d. Copies of the tear sheets verifying publication of legal notices and advertisements will be available upon request, at an additional charge of Five Dollars (\$5.00) per tear sheet.

B. Newspaper Deliveries and Sales

- a. Service Provider’s newspaper of general circulation will be delivered weekly via independent contractors to driveways of single family homes, to the below zip codes.

Alpharetta-Roswell Herald distribution information:

ZIP CODE	CITY	HOME DELIVERY	SINGLE COPY	MAIL	TOTAL BY ZIP CODE
30005	Alpharetta	9,387	202	1	9,590
30009	Alpharetta	1,913	585	2	2,500
30022	Alpharetta	6,079	20	1	6,100
30075	Roswell	3,948	220	2	4,170
30076	Roswell	5,365	273	2	5,640

Total Circulation: 28,000/week

- b. Additional newspaper copies will be provided by Service Provider at the below City Facilities.
 - i. Alpharetta City Hall (2 Park Plaza, Alpharetta, GA 30009) receives 50 copies each week
 - ii. YMCA and Preston Ridge Community Center (3655 Preston Ridge Road, Alpharetta, GA 30005) receives 25 copies,

- iii. Alpharetta Community Center (175 Roswell Street, Alpharetta, GA 30009) receives 20 copies, and
- iv. Alpharetta Adult Activity Center (13450 Cogburn Road, Milton, GA 30004) receives 25 copies.

- c. Service Provider will make single copies available at no cost at various distribution points throughout Alpharetta and Roswell, that could include, but are not limited to:

NORTH ALPHARETTA CLUSTER

Business	Address
Regency at Windward	13218 Marywood Dr, Milton GA 30004
J Christophers	3070 Windward Plaza, Alpharetta, GA 30005
Publix - The Village at Flynn Crossing	5180 McGinnis Ferry Rd, Alpharetta, GA 30005
H&R Block	12872 GA-9 Ste 120, Milton, GA 30004
Cottonwood Estates Gracious Retirement Living	255 Vaughan Dr, Alpharetta, GA 30009

DOWNTOWN ALPHARETTA CLUSTER

Business	Address
Publix at Alpharetta	11800 Haynes Bridge Rd Ste B, Alpharetta, GA 30009
Alpharetta Library	10 Park Plaza, Alpharetta, GA 30009
Alpharetta City Hall	2 Park Plaza, Alpharetta, GA 30009
Kilwins - Alpharetta City Center	251 Market St, Alpharetta, GA 30009
Smokejack BBQ	29 S Main St, Alpharetta, GA 30009
Butcher & Brew	3 S Main St, Alpharetta, GA 30009
Truck & Tap	30 Milton Ave, Alpharetta, GA 30009
Minnie Olivia Wood Fire Pizzeria	10 Roswell St #120, Alpharetta, GA 30009
Alpharetta Animal Hospital	80 Milton Ave, Alpharetta, GA 30009
Canton Street Fountain	2 blocks north of Pizzeria on Canton Street
Alpharetta Community Center	175 Roswell Street, Alpharetta GA 30009

ROSWELL HWY 9 CLUSTER

Business	Address
Amana Academy	285 S Main St, Alpharetta, GA 30009
Village Park Milton	555 Wills Rd, Alpharetta, GA 30009
Alpharetta Internal Medicine	1380 Upper Hembree Rd, Roswell, GA 30076
Wellstar Urgent Care	1360 Upper Hembree Rd Suite 100, Roswell, GA 30076
Shell Gas Station	11720 Alpharetta Hwy, Roswell, GA 30076
North Fulton Community Charities	11275 Elkins Rd, Roswell, GA 30076
Coldwell Banker	601 Houze Way Ste 800, Roswell, GA 30076
Tolbert Yilmaz School of Dance	601 Houze Way UNIT 800, Roswell, GA 30076

You Serve Tennis Roswell	10800 Alpharetta Hwy #172, Roswell, GA 30076
Slopes BBQ	34 E Crossville Rd, Roswell, GA 30075
Publix at Crossville Roswell	635 W Crossville Rd, Roswell, GA 30075
Corner Grocery Roswell	15 Woodstock Rd, Roswell, GA 30075
Roswell City Hall	38 Hill St, Roswell, GA 30075
Roswell Cultural Arts Center	950 Forrest St, Roswell, GA 30075
Roswell Library	115 Norcross St, Roswell, GA 30075
Publix at King's Market	1425 Market Blvd #600, Roswell, GA 30076
East Roswell Library	2301 Holcomb Bridge Rd, Roswell, GA 30076
Westside Market Roswell	606 Holcomb Bridge Rd Suite 140, Roswell, GA 30076
Goodwill	10779 Alpharetta Hwy, Roswell, GA 30076
Summit Counseling Center	3800 Mansell Rd, Ste 100, Alpharetta 30022
Joes New York Pizzeria	1605 Mansell Rd, Alpharetta, GA 30009
Barnes & Noble Bookstore	7660 North Point Pkwy Ste 200, Alpharetta, GA 30022
HAYNES BRIDGE CLUSTER	
Business	Address
Summit Counseling Center - Main Office	2750 Old Alabama Rd #200, Johns Creek, GA 30022
Newtown Senior Recreation Center	3125 Old Alabama Rd, Johns Creek, GA 30022
Publix at Haynes Bridge Villiage	9925 Haynes Bridge Rd, Johns Creek, GA 30022
Emblem Alpharetta 55+ Community	1000 Fanfare Way, Alpharetta, GA 30009
Greater North Fulton Chamber of Commerce	10000 Avalon Blvd Suite 100, Alpharetta, GA 30009
Alpharetta Convention & Visitors Bureau	178 S Main St Suite 200, Alpharetta, GA 30009
Mammoth Detail Salon Car Wash	2145 Old Milton Pkwy, Alpharetta, GA 30009
Bagel Boys Café	11770 Haynes Bridge Rd # 102, Alpharetta, GA 30009
AJ's Homecooking	11770 Haynes Bridge Rd #902, Alpharetta, GA 30009
OLD MILTON PKWY CLUSTER	
Business	Address
The Mansions at Alpharetta	3675 Old Milton Pkwy, Alpharetta, GA 30005
Publix at Alpharetta Commons	4305 State Bridge Rd, Alpharetta, GA 30022
Publix at Medlock Corners	5805 State Bridge Rd, Johns Creek, GA 30097
Bridgepointe Cleaners	10995 State Bridge Rd UNIT A, Alpharetta, GA 30022
Bagle Boys Café	4620 Kimball Bridge Rd, Alpharetta, GA 30005

MILTON CLUSTER	
Business	Address
Milton Library	855 Mayfield Rd, Milton, GA 30009
Synovous Bank	12355 Arnold Mill Rd, Alpharetta, GA 30004
Crabapple Smiles Dental Group	12460 Crabapple Rd Ste 801, Alpharetta, GA 30004
Publix at Village Walk Shopping Center	270 Rucker Rd, Alpharetta, GA 30004
The Orchards at Crabapple	Rucker Road across from Publix
Crye-Leike Realtors	282 Rucker Rd, Alpharetta, GA 30004
Milton City Hall	2006 Heritage Walk, Milton, GA 30004
Publix at Bethany Bend	13800 GA-9 UNIT E, Alpharetta, GA 30004

EXHIBIT “B”



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)

EXHIBIT “C”



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

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires

Sec. 2.22. Action requiring an ordinance.

In addition to other acts required by general state law or by specific provisions of this Charter to be done by ordinance, acts of the city council which have the force and effect of law shall be done by ordinance.

- (a) Advertising, notice and public hearings. Shall only be required for those actions by the city having as their purpose one or more of the following:
 - (1) Changing, amending or modifying this Charter or the official zoning map of the city;
 - (2) Annexing or de-annexing property;
 - (3) Calling of a special election or the holding of a general election.

The advertising of any of the said actions shall be accomplished by publishing the notice of the proposed action in a newspaper of general circulation within the City of Alpharetta, Georgia; and the notice shall be given in writing setting forth the date, time and place of the public hearing. All other ordinances shall be submitted, approved or disapproved, as hereinafter provided.

- (b) The newspaper having general circulation within the city may be designated specifically by separate ordinance.



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: July 29, 2024

AGENDA ITEM:

Request For Proposals (RFP) 24-113: Webb Bridge Park Synthetic Turf Field Design-Build for City of Alpharetta

Consideration to approve the award of a contract for RFP 24-113 to Sprinturf, LLC, for the Webb Bridge Park Synthetic Turf Design-Build in an amount totaling \$1,598,280 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for RFP 24-113 for Webb Bridge Park Synthetic Turf Field Design-Build to Sprinturf, LLC, in an amount totaling \$1,598,280 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: \$1,598,280.00. INCLUDES
BASE BID OF \$1,584,180 + ADD-ALTERNATE OF
\$14,100 (ADDING AMBUSH SOCCER ASSOCIATION
LOGO TO THE FIELD - FUNDED FULLY BY
AMBUSH).

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Alpharetta Ambush Soccer Association - Contribution towards field logo (30161150-541500-C0922)	\$14,100
Synthetic Turf Replacement (31861150-541500-C0922)	\$951,640
Synthetic Turf Replacement (31861150-541500-C0922) - transfer from Non-Allocated (31890200-579000)	\$632,540

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Alpharetta Ambush Soccer Association Contribution (30161150-371000-C0922)	\$14,100.00
-	-\$
-	-\$

ITEM DESCRIPTION:

This agenda item is for consideration to award RFP 24-113 for Webb Bridge Park Synthetic Turf Design-Build.

Procurement method selected is a Request for Proposals (RFP).

Recommended vendor is Sprinturf, LLC.

BACKGROUND

In November of 2021, the citizens of Alpharetta approved a Series 2022 Parks Bond that provides funding to resurface the Upper Soccer Field at Webb Bridge Park, replacing the existing natural grass with artificial turf.

Due to wet conditions, previous soccer seasons have experienced cancelations of up to 60% of the practices and games that were scheduled on this field. In contrast, only 10% of scheduled events on the park's lower soccer field, which has artificial turf, had to be canceled.

PROCUREMENT METHOD

Request for Proposals (RFP): This method allows the City to seek a solution or service that is complex and/or requires customization. Unlike an Invitation to Bid (ITB), an RFP goes beyond just the cost factor and instead focuses on evaluating various other aspects (qualifications, experience, project approach, innovation, value-added services, etc.) in addition to cost when making the contract award decision. By issuing an RFP, the City outlines our needs, expectations, and desired outcomes, allowing suppliers to submit detailed proposals that comprehensively address these requirements.

The focus of an RFP is multi-layered, but ultimately aims to select the best firm to fulfill a specific need, considering both qualifications and cost.

This project is issued as a design-build which accelerates the project delivery schedule by overlapping the design and construction phases. This method allows the firm to propose products and design solutions (e.g. stormwater drainage) to achieve the City's goals.

As opposed to an ITB, the RFP process allows for negotiations with firms after proposals have been evaluated. This flexibility allows the City to refine requirements, discuss terms, and potentially negotiate aspects of the contract (e.g. cost) before finalizing the award.

PROCUREMENT PROCESS

The Department of Recreation, Parks & Cultural Services, with guidance from the Finance Department, prepared RFP 24-113 which was issued on February 15, 2024.

RFP 24-113 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 2,288 vendor invites and 40 document takers.

RFP 24-113 responses were received on March 14, 2024, and included proposals from 3 firms.

PROCUREMENT EVALUATION

An Evaluation Committee from members of the Recreation, Parks & Cultural Services Department evaluated the proposals based on the following criteria (max of 50 points):

Phase 1 Evaluation Criteria

- Statement of Qualifications, References and Comparable Projects (25 points)
- Technical Proposal, Project Approach, Product Information (25 points)

Evaluation Committee members independently evaluated and scored each proposal for all criteria above, excluding cost. Upon completion of the independent evaluations, cost was added to the overall scoring resulting in the following rankings:

	Phase 1 Evaluation Points (max of 100)				Cost
Firm	Criteria	Cost	Total		in \$
Sprinturf, LLC	35	50	85		\$1,584,180*
Precision Turf, LLC	40	33.2	73.2		\$2,385,583
Sports Fields, Inc.	37.5	26.7	64.2		\$2,967,176
<i>* This total does not include the Add-Alternate of \$14,100 for adding the Ambush Soccer Club logo to the field (funded fully by Ambush).</i> <i>The total, including Add-Alternate is \$1,598,280.</i>					

It should be noted that the Evaluation Committee worked in conjunction with members of the Community Development and Public Works Departments to review the stormwater/drainage approach included within the Sprinturf proposal. All agreed that the approach was acceptable and meets the City's needs.

PROCUREMENT COST

This RFP delivers on the project scope approved by the City's voters as part of the Series 2022 Parks Bond.

Cost: \$1,598,280 (Base + Alternate).

Funding: The Series 2022 Parks Bond included \$1,000,000 for this project and the City appropriated an additional \$491,157 within the Capital Projects Fund to cover sewer improvements to the restroom facility. To date, the City has spent/encumbered \$539,517 (surveys, geotechnical, sewer improvements, etc.), leaving a balance of \$951,640. Funding synopsis for this request includes:

- \$951,640 (Series 2022 Parks Bond; Project Acct)
- \$14,100 (Ambush Soccer Club contribution)
- \$632,540 (Series 2022 Parks Bond; Non-Allocated Acct)

Upon approval of this contract, the Series 2022 Parks Bond Non-Allocated Acct will have a remaining balance approximating \$2.9M to fund the remaining park project scopes (e.g. Wills Park).

PROCUREMENT AWARD RECOMMENDATION

The Evaluation Committee recommends award of RFP 24-113 to Sprinturf, LLC as the high scoring proposal.

The Evaluation Committee unanimously selected the Sprinturf, LLC proposal as best meeting the criteria intent in overall design approach, materials, necessary durability, and cost of the project. In addition, Sprinturf has been contracted by the City for four previous turf replacement projects since 2017. The level of service and product delivered in those projects exceeded expectations.

ALTERNATIVES:

Do not award a contract for RFP 24-113 to Sprinturf, Inc. and re-advertise the RFP.

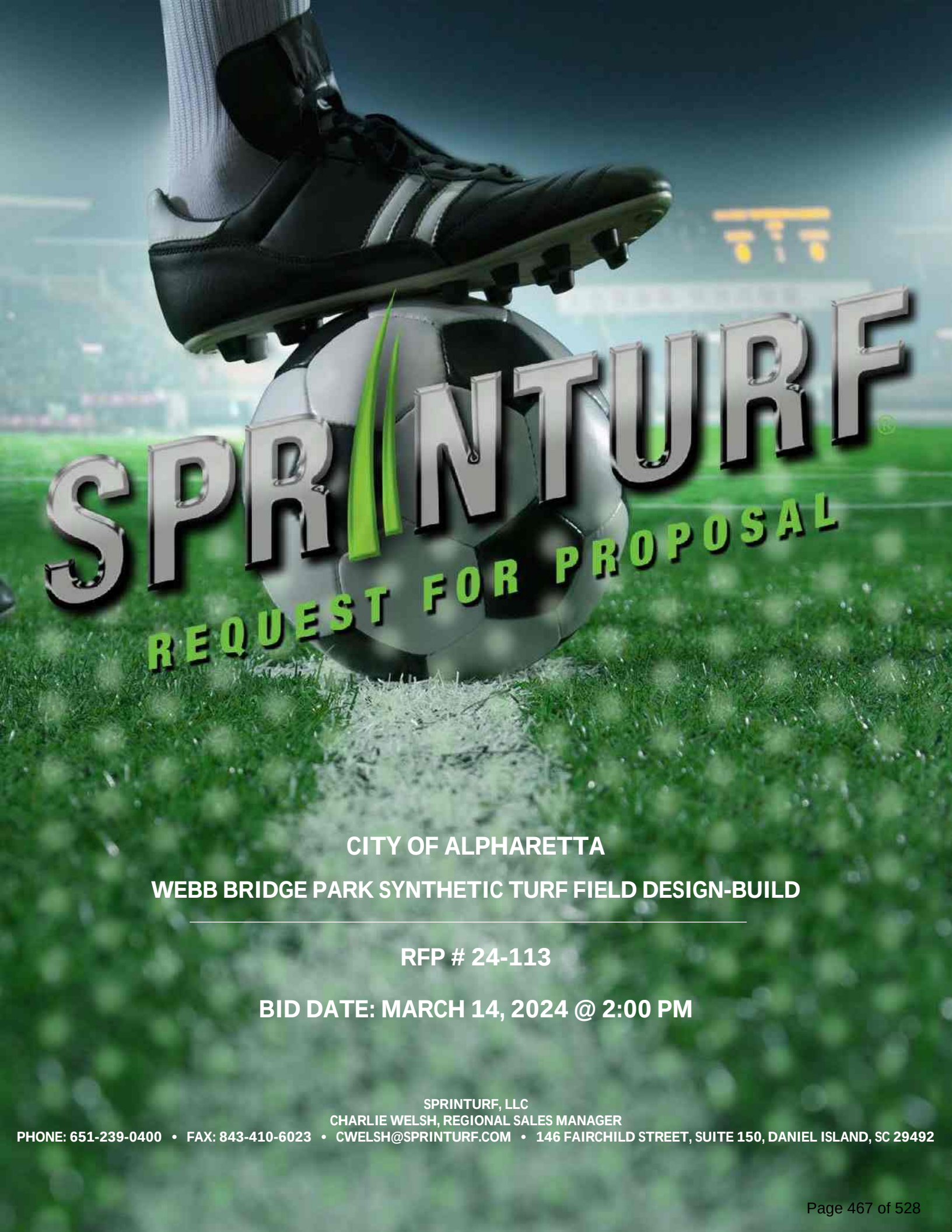
ATTACHMENTS:

1. Scoring Summary (RFP 24-113)
2. Vendor Proposal (RFP 24-113; Sprinturf)
3. Contract (RFP 24-113)

24-113 - Webb Bridge Park Synthetic Turf Field Design-Build Scoring Summary

	Total	B-1 - Project Team, Resumes, Statement of Qualifications, References and Comparable Projects	B-2 - Technical Proposal, Project Approach, Product Information	C-1 - Cost Proposal
Supplier	/ 100 pts	/ 25 pts	/ 25 pts	/ 50 pts
Sprinturf	85	15	20	50 (\$1,584,180.00)*
Precision Turf LLC	73.2	20.83	19.17	33.2 (\$2,385,583.00)
Sports Fields Inc.	64.2	20	17.5	26.7 (\$2,967,176.00)

* This total does not include the Add-Alternate of \$14,100 for adding the Ambush Soccer Club logo to the field (funded fully by Ambush). Total including Add-Alternate is \$1,598,280.



SPRINTURF®

REQUEST FOR PROPOSAL

CITY OF ALPHARETTA
WEBB BRIDGE PARK SYNTHETIC TURF FIELD DESIGN-BUILD

RFP # 24-113

BID DATE: MARCH 14, 2024 @ 2:00 PM

SPRINTURF, LLC
CHARLIE WELSH, REGIONAL SALES MANAGER
PHONE: 651-239-0400 • FAX: 843-410-6023 • CWELSH@SPRINTURF.COM • 146 FAIRCHILD STREET, SUITE 150, DANIEL ISLAND, SC 29492

March 14, 2024

RE: City of Alpharetta – RFP 24-113 – Webb Bridge Park Synthetic Turf Field Design-Build

Good afternoon,

Sprinturf appreciates the invitation and opportunity to participate in the RFP for the RFP 24-113 – Webb Bridge Park Synthetic Turf Field Design-Build Project. We believe Sprinturf is uniquely qualified from our pasted experience in design-built projects like Webb Bridge Park. Sprinturf has a proven history in design-built projects of delivering on schedule and in budget.

Sprinturf has been in continuous operation since 1998. Sprinturf is the ONLY company in the North American turf market that manufactures 100% of its polyethylene yarns and finished turf systems IN-HOUSE and in the United States. Our yarn extrusion facility in Dadeville, Alabama, has been in operation since 2001, and we have state of the art extrusion equipment for both monofilament and slit film yarns. We use only the highest quality resins from Dow and Exxon, two of the premium suppliers of polyethylene resins in the U.S. Our in-house quality control programs are unsurpassed in the industry, and we also perform extensive outside testing on our raw materials and finished yarns. We have been manufacturing our Ultrablade slit film yarns since 2006 and have extruded our MXE monofilament yarns at this facility since 2008.

Our ISO 9001 certified tufting and coating facility in Chatsworth, Georgia, has been under Sprinturf ownership since 2004. It has (11) eleven tufting machines (4 high speed, dual fiber feed machines) that are capable of tufting products on anything from a 3/16” to 3/4” gauge machine. The facility has the capacity to tuft and coat over 500 fields per year. Our urethane coating unit is “state of the art” and provides a finished turf system with the highest tuft bind in the industry (we are always over 10 lbs., and the industry standard is closer to 8 lbs.). This increased tuft bind makes for a very strong, dimensionally stable, and long-lasting turf system.

Sprinturf has extensive experience acting as a general contractor on projects that includes the designing of our field, base and drainage work, the laser grading of the stone base, and the installation of the new Sprinturf field. We have an ASBA certified field builder on staff and a Vice President of Construction who will oversee your project who has been involved with hundreds of field projects dating back to 2008.

Sprinturf's Background, History and Unmatched Capabilities

Sprinturf was formed in 1998 and is one of the three original turf brands that introduced infill system turf to the market. Since that time, Sprinturf has installed over 3,500 fields nationally and internationally, including fields for the NFL, NCAA, high schools, and municipalities. We have provided outstanding, on-time projects of similar scope in this project for many satisfied clients.

In 2010, Sprinturf became the first and only “pellet to play”, a single source turf manufacturing and installation company in North America. We manufacture our own fibers, and we tuft, coat, and install in-house. All components used in the manufacturing of our yarn and finished turf systems are exclusively sourced in North America. Our resin suppliers include Dow and Exxon Mobil.



Phone: 843-936-6023

Fax: 843-410-5712

146 Fairchild Street, Suite 150

Daniel Island, SC 29492

Warranties & Guarantees

Sprinturf carries the best 3rd party Warranty in the business. Due to our superior quality control, we have never had a claim on our third-party warranty insurance since we acquired the Company in 2010. Please see our full warranty information included in this response to the RFP.

Unmatched Capabilities to Complete Your Project On-Time

We are the only synthetic turf company in North America with predominantly in-house installation crews and a 98% on-time record. We have our own installation equipment and ample manpower located within 2 hours of your project site. Since Sprinturf controls the entire process from manufacturing to installation, we will provide a high-quality product, on time, and on budget.

Charlie Welsh is our Regional Sales Manager for Georgia. He will be the point of contact for Sprinturf. His mailing address is 146 Fairchild Street, Suite 150, Daniel Island, SC 29492. Charlie's cell number is 651-239-0400, and his email is cwelsh@sprinturf.com.

Thank you for considering Sprinturf. Sprinturf's current workload and projected workload will not affect our ability to perform well on this project. As strong as our experience in the industry, we have qualified personnel, equipment, and materials readily available to complete this project on schedule. We would be honored to be selected as a vendor for this prestigious project.

Sincerely,

Webb Cook

Webb Cook

Executive Vice President of Sales

wcook@sprinturf.com

717-917-1790

Charlie Welsh

Regional Sales Manager

cwelsh@sprinturf.com

651-239-0400



ULTRABLADE™

D F E E X T R E M E

52

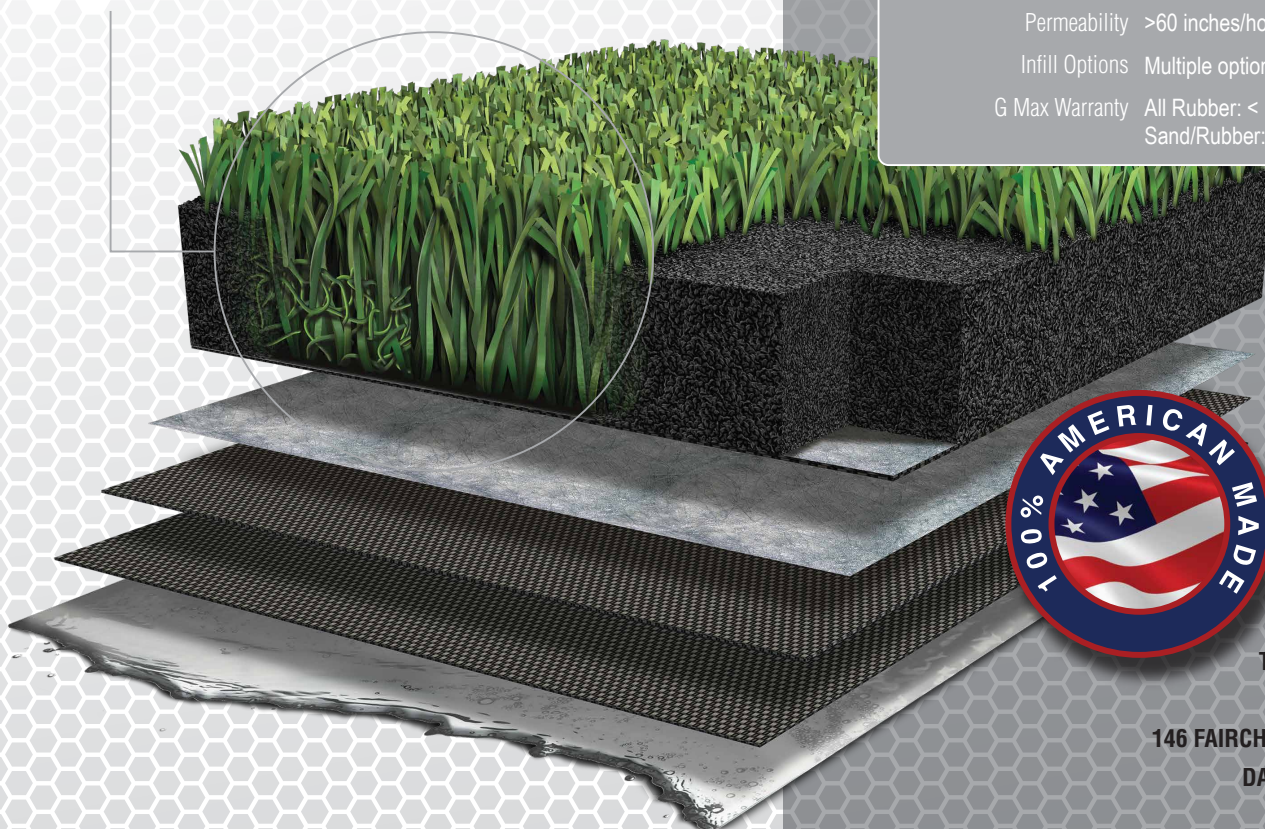
SLIT-FILM / MONOFILAMENT

Sprinturf has the most dual fiber fields in the nation. DFE Extreme fields feature a 330 micron plus monofilament and a 120 micron plus slit film. Exclusively made in-house and in America.

The combination of monofilament and parallel-fibrillated fibers interlock to nearly eliminate infill flyout – a common complaint amongst athletes, coaches, and parents. The available two color configuration provides stunning aesthetics.

Sprinturf DFE Extreme fields feature two unique polymer technologies. State of the art C8 monofilament resins from Dow and Nova are married to a proprietary metallacene slit film resin from Exxon. The combined product featuring the greatest polymer suppliers in the world provide unmatched durability with exceptional resilience, playability, and safety.

AVAILABLE WITH OR WITHOUT THATCH ZONE



SPECIFICATIONS

	Fiber	Fibrillated Long-Slit / Monofilament
Fiber Supplier	ITS - Sprinturf	
Fiber Denier	10,000 / 10,800	
Fiber Thickness	120 Microns / 330 Microns	
Pile Height	2.25"	
Face Weight	52 oz / yd ²	
Primary Backing	Non-Woven/Woven/Woven	
Primary Backing Weight	8.5 oz / yd ²	
Secondary Backing	Polyurethane	
Secondary Backing Weight	22 oz / yd ²	
Total Weight (w/o infill)	82.5 oz / yd ²	
Tufting Gauge	3/8"	
Tuft Bind	>10 lbs/force	
Permeability	>60 inches/hour	
Infill Options	Multiple options available	
G Max Warranty	All Rubber: < 150G's Sand/Rubber: < 175G's	

The information provided above represents the standard characteristics for the named product. If required this product can be manufactured to meet alternative specification requirements within our manufacturing tolerances. The above referenced data and supporting reports apply only to the sample tested and are not necessarily indicative of the qualities of apparently identical or similar products.



TOLL FREE: 877-686-887

FAX: 843-410-5712

146 FAIRCHILD STREET, SUITE 150,
DANIEL ISLAND, SC 29492

0821



CLIENT:

Company:	Sprinturf
Address:	146 Fairchild Street
	Suite 150
	Daniel Island, SC 29492

TEST MATERIAL:

Date Material Received:	April 18, 2022
Material Type:	Synthetic Turf
Material Condition:	Excellent, New
Material ID:	Dual Fiber 52 oz 2"

Test Overview:

Testing Services LLC was instructed by the client to perform product testing consisting of yarn, finished turf construction and performance characteristics.

Test Methods:

Standard:	ASTM D7138	Test Method:	Standard Test Method for Determining Melting Temperature of Synthetic Fibers (Fiber ID)
Standard:	ASTM D1907	Test Method:	Standard Test Method for Linear Density of Yarn (Yarn Number) by the Skein Method (Yarn Denier)
Standard:	ASTM D3218	Test Method:	Standard Specification for Polyolefin Monofilaments (Fiber Thickness)
Standard:	ASTM D2256	Test Method:	Standard Test Method for Tensile Properties of Yarns by the Single Strand Method (Yarn Breaking Strength, Elongation)
Standard:	ASTM F2765	Test Method:	Standard Test Method for Total Lead Content of Synthetic Turf Fibers (Lead Content)
Standard:	ASTM D5848	Test Method:	Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Coverings (Weights: Total, Face, Primary, Secondary)
Standard:	ASTM D5823	Test Method:	Standard Test Method for Tuft Height of Pile Floor Coverings (Tuft Height above Backing)
Standard:	ASTM D5793	Test Method:	Standard Test Method for Binding Sites per Unit Length or Width of Pile Yarn Floorcoverings
Standard:	ASTM D1335	Test Method:	Standard Test Method for Tuft Bind Strength of Pile Yarn Floor Coverings (Tuft Lock)
Standard:	ASTM D5034	Test Method:	Standard Test Method for Breaking Strength of Textile Fabrics (Grab Tear Strength)
Standard:	EN 1969	Test Method:	Surfaces for Sports Areas, Determination of Thickness of Synthetic Sports Surfaces, Method B
Standard:	ASTM D2859-16 (2021)	Test Method:	Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
Standard:	ASTM F1015	Test Method:	Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Systems (Turf System Abrasiveness)
Standard:	ASTM F1551	Test Method:	Standard Test Methods for Comprehensive Characterization of Synthetic Turf Playing Surfaces and Materials: Suffix-DIN 18-035, Part 6: Water Permeability of Synthetic Turf Systems and Permeable Bases

Test Results:

		¹ Yarn Analysis			
Method	Test Description	Monofilament		Slit-Film	
ASTM D7138	Fiber ID: Melt Point	120°	Polyethylene	119°	Polyethylene
ASTM D1907	Denier	10,826		10,885	
ASTM D3218	Fiber Thickness	296 microns	0.01167"	124 microns	0.00488"
ASTM D2256	Yarn Breaking Strength & Elongation	Breaking Strength: 36.6 lbs/force	Elongation: 54.6 %	Breaking Strength: 18.5 lbs/force	Elongation: 29.3 %
ASTM F2765	Lead Content	< 0.5 mg/Kg		< 0.5 mg/Kg	

¹Yarn testing was completed on 2/10/2022 on lab numbers 3310-9099-9100.

		Construction Analysis	
Method	Test Description	Test Result	
ASTM D5848	Total Product Weight	83.63 oz/yd ²	
	Pile Yarn Weight	52.40 oz/yd ²	
	Primary Backing Weight	8.56 oz/yd ²	
	Secondary Backing Weight	22.67 oz/yd ²	
ASTM D5823	Average Tuft Height	2.0"	
ASTM D5793	Stitch Count	2.66 spi	
ASTM D5793	Gauge	3/8"	
ASTM D1335	Average Tuft Bind	14.3 lbs/force	
ASTM D5034	Average Grab Tear Strength -Length Direction	231 lbs/force	
ASTM D5034	Average Grab Tear Strength -Width Direction	267 lbs/force	

		Performance Analysis	
Method	Test Description	Test Result	
EN 1969	Infill Depth Measured (Lab Sample) (¹)	40 mm	78% of Pile Height
ASTM D2859-16 (2021)	Pill Flammability (¹)	Passes 8 of 8 Samples	Meets 16 CFR 1630 (FF1-70)
ASTM F1015	Abrasiveness Index (^{1,2})	38	
ASTM F1551	Water Permeability (¹)	145 inches/hr	

¹ Infill System: 30% Sand, 70% Rubber (Pill Flammability, Abrasiveness Index, Water Permeability)

² Sub-Base: Concrete (Abrasive Index)

We undertake all assignments for our clients on a best effort basis. Our findings and judgments are based on the information to us using the latest test methods available.

TSI can only ensure the test results for the specific items tested.

Unless otherwise noted in the deviations sections of this report, all tests are performed in compliance with stated test method.

Test Report Approval:

Erle Miles, III, Lab Director Testing Services (TSI) LLC

TSI Accreditation:

Our laboratory is accredited by the US Dept. of Commerce, National Institute of Standards and Technology: ISO/IEC 17025:2005. Our code # is: NVLAP 100108-0. TSI is an Organizational Member of ASTM (American Society for Testing and Materials). TSI is a certified independent testing laboratory by the STC (Synthetic Turf Council).



Testing Services (TSI) LLC
817 Showalter Avenue
PO Box 1343
Dalton, GA 30721

LEFT TO RIGHT – COLORS SHOWN IN ORDER OF COLOR WHEEL



● WHITE



● YELLOW



NAVY BLUE



RED



● BLACK



FLORIDA BLUE



CLAY RED



● VEGAS GOLD



LIGHT BLUE



PURPLE



ORANGE



GOLD



MAROON



● GREY



BROWN



CRIMSON*



● FIELD GREEN*



● LIME / FIELD GREEN*

***COLORS NOT SHOWN ON COLOR WHEEL**

Please note that the colors represented in regards to this product may vary within industry standards from actual material. While reliable, these colors are intended only as an informational source for your benefit and do not constitute a warranty and/or guarantee. The Purchaser is still required to determine if the color of the actual material meets the individual needs of the Purchaser.

● DENOTES NO UPCHARGE COLORS. ALL OTHER COLORS AVAILABLE FOR ADDITIONAL COST.



LIMITED 8-YEAR WARRANTY

Sprinturf warrants the synthetic grass turf field at the **XXXXXXX** for a period of eight (8) years from the date of substantial completion or “first use” (whichever comes first) against defects in the materials and workmanship provided including but not limited to, excessive ultraviolet degradation, loss of tensile strength, or excessive fading, as recognized by accepted industry standards. Sprinturf will, at its option, either repair or replace the affected area without charge to the Owner for the duration of the Warranty period. No cash refunds will be made. Sprinturf also warrants that the average G-Max level of its synthetic turf field will not exceed **XXXXXXX** for the duration of the Warranty period.

Failure to follow the recommendations for proper maintenance of the synthetic grass turf field as outlined in our “Maintenance Guidelines” supplied to every customer at time of completion will void this Warranty.

This Limited Warranty does not cover:

- Damage due to external causes including, but not limited to, the application of chemicals or cleaning agents, vandalism, fire, flood, fireworks, contamination, windstorm, acts of God, change in water table and improper care.
- Damage resulting from accidents, force majeure, misuse, abuse, and neglect or from other than normal and ordinary intended use of the Product.
- Damage resulting from failure to maintain the Product in accordance with the Maintenance Guidelines provided to the Owner. It will be the Owner's responsibility to keep a detailed log of the maintenance provided to the field including (a) date and time of maintenance, (b) personnel providing the maintenance and (c) the maintenance action taken.
- All perceived or potential problems must be reported to Sprinturf headquarters in writing within 48 hours of the occurrence. Failure to do so will void this warranty.
- Damage resulting from materials applied or labor performed, including, but not limited to, repair or attempted repair by anyone other than Sprinturf or an authorized Sprinturf third party serviceperson.
- Use of improper footwear such as long spiked track shoes. Standard plastic molded soccer, lacrosse, football, or baseball shoes are recommended.
- Any recommendations by a third party provided to the Owner or its representative without the written approval of Sprinturf, which would alter or change materials or workmanship that were originally supplied or installed by Sprinturf.
- Damage attributable to normal wear and tear, as determined by acceptable standards in the synthetic turf industry.
- Improper design of sub-base or drainage system.

The obligations of Sprinturf under the Warranty are subject to full payment of all monies due Sprinturf for materials and/or labor related to the above referenced project. This Warranty will be voided if any third party, contractor, or turf manufacturer other than Sprinturf performs any labor or service on the subject field.

Sprinturf does not warrant recommendations, drawings, undocumented subgrade for engineer witnessed proof rolls or compaction tests, specifications, or plans made by Owner or its design professionals, architects, or other representatives. This Warranty is limited to the remedies of repair or replacement, which shall constitute the exclusive remedies available, and all other remedies or recourses that might otherwise be available are hereby waived by the Owner. Sprinturf will also not warrant any field where grooming tines have been used.

Sprinturf shall have no other obligations or liability for damages arising out of or in connection with the use or performance of the product including, but not limited to, damages for personal injury or economic losses. Sprinturf disclaims liability for incidental and consequential damages for breach of any express or implied warranty, including any implied Warranty of merchantability, with respect to the product.

This Warranty constitutes Sprinturf's entire obligation. All other prior written or oral agreements or drafts of agreements between the parties pertaining to the subject matter of this Warranty are superseded and of no force and effect and may not be used as evidence in interpreting the provisions of this Warranty. This Warranty is a Supplier's/Manufacturer's warranty. Any surety bond posted by ITS Sprinturf Holdings, LLC and/or Sprinturf, LLC to Owner/Obligee for the securitization of bid, performance and payment obligation does not guarantee any obligation contemplated in the warranty.

Date of Substantial Completion: _____

By: _____

Justin Reddy, President

Date: _____

Witness: _____

Date: _____



2-YEAR SUPPLEMENTAL WARRANTY

Sprinturf warrants the synthetic grass turf field at the **XXXXXX** for a subsequent period of two (2) years from the expiration date of the original Sprinturf eight (8) year warranty. During this two (2) year period, Sprinturf will make commercially reasonable efforts to repair the turf but will focus on ensuring the playing surface is safe for play as determined by G-Max testing. No cash refunds will be made. All other tests will be the responsibility of the Owner.

The only warranty being provided in this two-year supplemental warranty is that Sprinturf warrants that the average G-Max of the Surface will not exceed two hundred (200) in years 9 through 10, providing the client performs standard infill maintenance, which includes monitoring and adjusting infill levels, so it is approximately equal to levels at time of installation. No other elements covered in the original 8-year warranty are covered in this subsequent two-year period.

Sprinturf does not warrant the percolation rate, long-term planarity, or compaction of the base on which the Surface is installed. Sprinturf disclaims all warranties as to the base. Sprinturf's acceptance of the base is limited to those defects which are visible to the naked eye.

WARRANTY PERIOD: This Warranty shall be in force and effect for a period of twenty-four (24) months (years 9 through 10) from the Effective Date.

All conditions of Manufacture's eight (8) year warranty apply.

Date of Substantial Completion: _____

Effective Date of Supplemental Warranty: _____

By: _____
Justin Reddy, President

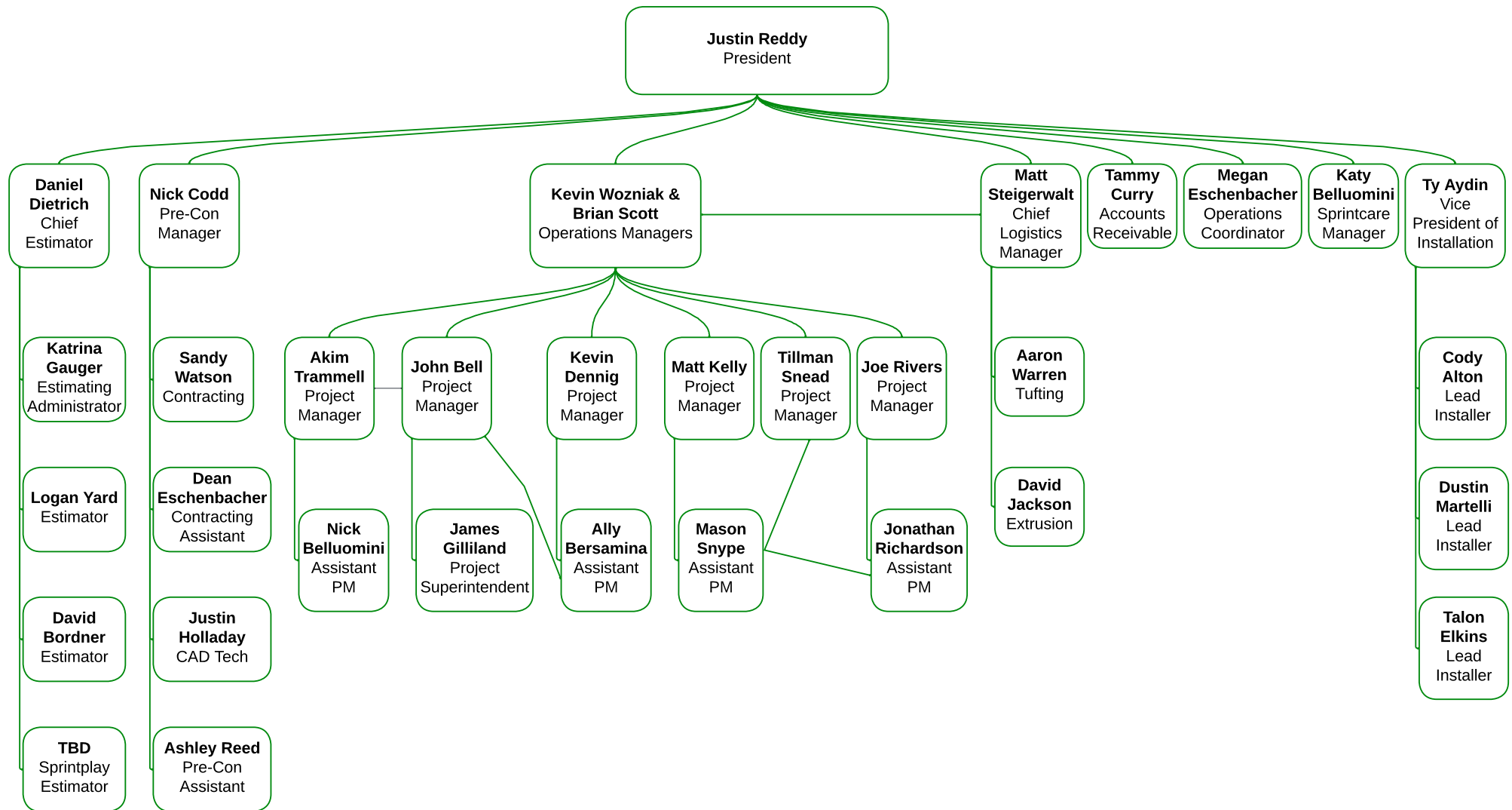
Date: _____

Witness: _____

Date: _____



Operations, Estimating, Accounts Payable, & Manufacturing Team



SPRINTURF[®] PROFESSIONAL PROFILE

MATT STEIGERWALT

Headquarters:

146 Fairchild Street
Suite 150
Daniel Island, SC 29492

T: 843-936-6023
F: 843-284-8823
www.sprinturf.com

Manufacturing Facilities:

799 Industrial Drive
Chatsworth, GA 30705

170 Rice Ave
Dadeville, AL 36853



YEARS IN INDUSTRY: 12 YEARS

RESPONSIBILITIES AND HIGHLIGHTS

Vendor Negotiations

Manage CAD Department

Manage Field Operations

Maintain Fiber and Equipment Inventory

Manage National Installation Schedule

Material Forecast

Manage Purchasing for all Material and Logistics

Oversee Fleet Vehicles and Equipment

Manage Turf QC Personnel

Administer Prolog Project Management Software

PROFESSIONAL EXPERIENCE

Sprinturf, LLC

Project Manager

2003–2012, 2017–Present

Alexander Hamiton HS, NY
Brooke Mattapan Field, MA
Chesterfield County, VA
Cottle Softball, NY
Governor Thomas Johnson High School, MD
Mississippi Gulf Coast Community College, MS
Northern York SD, PA
Richmond Kickers, VA
Rivier University, NH
PHR Athletic Complex, MA
ESASD South HS, PA
ASD: Middletown HS, NY
William Paca Middle School, NY
Pennsylvania State Uni.- Harrisburg Soccer Field, PA
Reading Memorial High School, MA
Syosset High School Stadium, NY
Lycee Francais de Chicago, IL
Derryfield Park Multipurpose Field, NH
Gill Stadium, NH
Worcester State - Coughlin Stadium, MA
Tuckahoe High School, NY
Susquehannock High School, PA
Lyndhurst Recreation Center, NJ
Littlestown Stadium, PA
Fowler Park, GA
Cobb County Parks – 8 Fields, GA

Bedford – Sportsman Field, NH
Camden Athletic Fields, NJ
Conwell Egan, PA
Fairhaven High School, MA
King School, CT
Muhlenberg College, PA
Pickens High School, SC
Wilmington Sports Field, DE
South Walton Beach High School, FL
Riverwalk Field, MA
Oyster Bay High School, NY
Ayer Shirley HS, MA
ASD: Appoquinimink HS, DE
Austin Preparatory School, MA
Hershey High School, PA
Falmouth High School, MA
William Floyd UFSD, NY
Dana Hall School, MA
North Yarmouth Academy, ME
Whitehall High School, PA
Washington International School, DC
Haslett High School, MI
Concordia Prep High School Multipurpose Field, MD
Wilmington Sports Complex – 2 Fields, DE
Delaware FC Hockessin Soccer Complex, DE
East Ash Multi-Sport Complex – 2 fields, NC

SPRINTURF[®] PROFESSIONAL PROFILE

Milton Academy - Voses Field, MA
Lasalle University - McCarthy Stadium, PA
Wheeler School Farm Athletic Complex, MA
North Babylon High School – 2 fields, NY
The Citadel Practice Field, SC
Harrison High School, IN
McCutcheon High School, IN
Lovell Field, MA
Cascade High School – 3 fields, IN
South Western HS Mustangs Stadium, PA
Webb Bridge Park, GA
St. Thomas Aquinas College, NY
Carl Sandburg Middle School, VA
Tomlinson Middle School, CT

Dexter High School (2 fields), MI
Roncalli High School, IN
Libbey High School Baseball Field, MA
Westside HS & T. L. Hanna HS (4 fields), SC
Merrimack Soccer Complex, AL
Loveland Youth Sports Park, CO
McGill-Toolen Catholic High School, AL
McEachern High School, GA
Wethersfield HS Cottone Field, CT
Cedar Crest College Falcon Plex Field, PA
North Andover High School, MA
West Manchester High School, NH
Bishop Hendrickson High School, RI

REFERENCES

Cobb County Parks, Ed Czynscon, Project Manager, (770) 528.8837, ed.czynscon@cobbcounty.org

Manheim Township School District, Tom Koch, (717) 560.3115, kochto@mtwp.net

Winchester Public Schools: John Handley HS, Chris Matthias, (540) 686.0108, matthiasc@wps.k12.va.us



PROFESSIONAL PROFILE

STEVEN TIPPENS

Contact Info:

73 Hickory Corner
Dallas, GA 30157

O: 678-779-1650
C: 404-732-4198

tippens@
capitalsportsconstruction.com

YEARS IN INDUSTRY: 18 YEARS

RESPONSIBILITIES AND HIGHLIGHTS

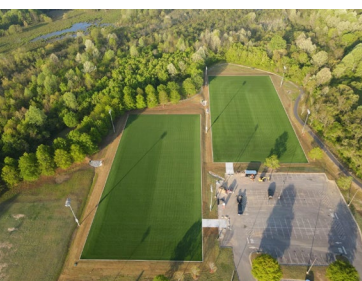
As Project Manager, Mr. Tippens will define the project objectives, create schedules and oversee quality control throughout the entire project. His main responsibility will be to deliver the project according to plan and schedule. Steven will also be responsible for attaining resources, managing the project team, third-party contractors and consultants and working alongside the designer and owner. In addition, he will identify, assess and minimize project risks and value engineer.

PROFESSIONAL EXPERIENCE

Everclear Grading	Superintendent/Project Manager/Estimator	2004 – Present
Capital Sports Construction	Superintendent/Project Manager/Estimator	2020 – Present

RECENT SYNTHETIC TURF EXPERIENCE

- McEachern HS Stadium – Powder Springs, GA
- Rock Creek Park – Dawsonville, GA
- Hancock Central High School – Sparta, GA
- Bethlehem Christian Academy – Bethlehem, GA
- Islands High School – Savannah, GA
- Memorial Stadium – Savannah, GA
- Savannah High School – Savannah, GA
- Jenkins High School – Savannah, GA
- Troup County High School – LaGrange, GA
- AMBUC Park – Savannah, GA
- Ocee Park – Johns Creek, GA
- Julius West Middle School – Rockville, MD
- Indianland Soccer Complex – Indianland, SC
- Rockmart High School – Rockmart, GA
- Cedartown High School – Cedartown, GA
- Wabash High School – Wabash, IN
- Carmel Clay High School – Carmel, IN
- One Touch Soccer – Atlanta, GA
- Episcopal Day School – Augusta, GA
- Rush Union Soccer – Milton, GA
- Alpharetta Town Green – Alpharetta, GA
- Gordon Lee High School – Chickamauga, GA
- Rock Creek ADA Field – Dawsonville, GA
- Ball State University Indoor – Muncie, IN
- Championship Park – Kokomo, IN
- Cottonwood Creek Park – Colorado Springs, CO
- McEachern High School Baseball & Softball
- Panorama Park – Colorado Springs, CO
- Switchback Stadium – Colorado Springs, CO
- Strikers Soccer Complex – Charlotte, NC
- Greencastle High School – Greencastle, IN
- Life University Rugby – Marietta, GA
- Richard Barry Park – Huntersville, AL
- Hoover Metro Complex – Hoover, AL
- Pass Christian High School – Pass Christian, MS
- Fowler Park – Cumming, GA
- Lake Norman Charter School – Huntersville, NC
- Cedar Grove High School – Atlanta, GA
- Fort Mill High School – Fort Mill, SC
- Buford High School – Buford, SC
- Woodland High School – Stockbridge, GA
- Locust Grove High School – Locust Grove, GA
- Dutchtown High School – Hampton, GA
- Goldsboro Multi-Sport Complex – Goldsboro, NC
- North Park – Alpharetta, GA
- Washington Int'l School – Washington DC
- Cobb County High Schools – Cobb County, GA
- Westlake High School – Atlanta, GA
- Fredrick Douglass High School – Atlanta, GA
- Coretta Scott King High School – Atlanta, GA
- Ed Reed Park – St. Charles Parish
- Florida A&M Band Field – Tallahassee, FL
- Merrimack Sports Complex – Huntsville, AL
- Hancock Central High School – Sparta, GA
- Coal Mountain Park – Cumming, GA





Synthetic Turf Experience

OnSite Civil Group has been a proud partner in the design and construction of over 60 synthetic fields. We have served as owners representatives, designers, and members of a design-build team to deliver quality fields throughout the Eastern United States. Our typical services include master planning, civil engineering design, storm water detention / hydrology studies, erosion control, agency permitting, and construction phase services for tracks and fields. Our designs have included both new facilities and synthetic turf retrofits.

K-12

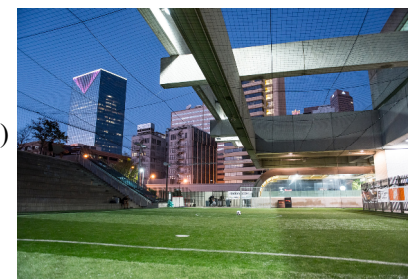
Dekalb: Adams Stadium
Panthersville Stadium
North Dekalb Stadium
North Druid Hills
Atlanta: Booker T Washington
Carver HS
South Atlanta HS
Best Academy
Coretta Scott King HS
Douglas HS
Holy Innocents HS
Blairsville: Union County HS
Bremen: Bremen HS
Johns Creek: Mount Pisgah HS
Marietta: Marietta HS
Northcutt Stadium
Duluth: Notre Dame Academy (2)
Forsyth County: Pinecrest Academy
Greensboro: Lake Oconee Academy

City /County

Roswell: Roswell Area Park (3)
Waller Park (2)
East Roswell Park (2)
Sparks, MD: US Lacrosse Headquarters
Alpharetta: Wills Park
North Park
Forsyth County: Central Park
Fowler Park (4)
Sharon Springs
Sawnee Mountain
Johns Creek: Ocee Park (5)
Cobb County: East Cobb Baseball (8)
East Point: East Point Marta Station
Fulton County: West End Marta Station (2)
Lindbergh Marta Station (2)
HE Holmes Marta Station (2)

Higher Education

Kennesaw State University (6)
Life University
Anderson University



Key Team Members

Marc Belluomini, Director of Operations, Sprinturf, LLC

- Marc works at Sprinturf's corporate headquarters located in Daniel Island, South Carolina.
- Marc has been employed by Sprinturf since 2016.
- Marc has worked in the synthetic turf industry for the past 23 years.
- Marc will have oversight responsibilities for this project during the work. He will be available and on call to devote all necessary time and resources to ensure the timely and successful completion of this project.

Matt Steigerwalt, Senior Project Manager, Sprinturf, LLC

- Matt works at Sprinturf's corporate headquarters located in Daniel Island, South Carolina.
- Matt has been employed by Sprinturf since 2015 and worked for Sprinturf from 2000-2011.
- Matt has worked in the synthetic turf industry for over 20 years.
- Matt will be assigned this project, and it will be one of his primary responsibilities during the project. He will be available and on call to devote all necessary time to ensure the timely and successful completion of this project.
- Matt has collaborated directly with Marc and Steven on a MULTITUDE of projects over the last six years.

Steven Tippens, Site Superintendent & Capital Construction-Everclear Grading Owner

- Steven works at Capital Construction's corporate headquarters located in Dallas, Georgia.
- Steven will work at Webb Bridge Park during the construction work for base work & drainage.
- Steven has been doing base work for 18 years.
- Steven has worked in the synthetic turf industry as a turf installer and Site Superintendent for the past 15 years.
- Steven will be assigned as the Site Superintendent for this project, and He will be the onsite point of contact. He will be available and on call to devote all necessary time to ensure the timely and successful completion of this project.
- Steven has collaborated with Sprinturf on multiple projects over the last six years featuring similar projects in scope of work.

Project Team, Resumes and Statements of Qualifications

Sprinturf has provided resumes and statements of qualifications for our team that will manage the RFP 24-113 – Webb Bridge Park Synthetic Turf Field Design-Build project in the event Sprinturf's selected for the project. The project team will consist of the following individuals:

1. Marc Belluomini, Director of Operations for Sprinturf
2. Matt Steigerwalt, Senior Project Manager for Sprinturf
3. Steven Tippens, Capital Construction Owner

Marc Belluomini will oversee the project from an operational standpoint and will interface with Matt Steigerwalt and Steven Tippens as needed during the project.

Matt Steigerwalt will operate as the offsite Project Manager for the project. Matt will be responsible for the preparation of all submittals, will oversee the review (of shop drawings), approval and manufacturing of the new turf (working with our Chatsworth plant), the ordering of all materials to complete the project (infill, seaming tape, glue, maintenance equipment, etc.) that are specified for the project, and all close out materials (sign offs, substantial completion forms, warranties, close out documents, etc.).

Steven Tippens will be the Site Superintendent for the project and will run the project for Sprinturf from start to finish. Steven's responsibilities will include the oversight of excavation, installation of drainage material, and preparation of the fields for synthetic turf. Steven will interface and work with representatives of the Owner during the project and will run the weekly progress meetings on the jobsite during the work. Steven will be Sprinturf's onsite representative for the duration of the project.

Ty Aydin, Sprinturf's Director of Installation Services will also be involved with the project to the extent that he will interface with Steven to cover questions regarding schedule, logistics and other items that might arise during the construction phase of the project. His resume is included in our proposal.

Marc works at our corporate headquarters in Charleston, South Carolina. While most of Marc's work on this project will be performed from the office, he can be at Webb Bridge Park in less than 5 hours if needed onsite.

Matt works at our corporate headquarters in Charleston, South Carolina. Matt's role does not ordinarily require his presence on the job site, but Matt can be at Webb Bridge Park within 24 hours if needed onsite.

While Steven resides in Dallas, Georgia with his family, he will be onsite at Webb Bridge Park for the duration of the project. He will always be available to meet with the Owner and will stay in a hotel that will be no more than 30 minutes from the construction site. All the crew members involved in this project will stay at that same location.

Similar Project References

Project: Fowler Park (Fields #8 & #9), 2015 Location: Alpharetta, Georgia Owner: City of Alpharetta Contact: Rusty Pruitt, 678-410-6465 Square Feet: 85,500 Sprinturf was the prime general contractor for this project. Project: Fowler Park (Fields #6 & #7), 2019 Location: Alpharetta, Georgia Owner: City of Alpharetta Contact: Rusty Pruitt, 678-410-6465 Square Feet: 162,000 Sprinturf was the prime general contractor for this project. Project: North Park Location: Alpharetta, Georgia Owner: City of Alpharetta Contact: Kurt Kirby, Project Manager, 770-871-9195, kkirby@alpharetta.ga.us Square Feet: 89,100 Sprinturf was the prime general contractor for this project.	Project: Ocee Park Baseball (Field #1-4), 2019 Location: Alpharetta, Georgia Owner: City of Alpharetta Contact: Kirk Franz, Director for Forsyth County, 770-781-2215 Square Feet: 76,903 Sprinturf was the prime general contractor for this project. Project: Ocee Park Baseball (Field #5), 2022 Location: Alpharetta, Georgia Owner: City of Alpharetta Contact: Kirk Franz, Director for Forsyth County, 770-781-2215 Square Feet: 16,250 Capital Construction was the prime for this project. Project: East Cobb, 2020 Location: Marietta, Georgia Owner: City of Alpharetta Contact: Kevin Herlihy, 678-447-4760, kevin@perfectgame.org Square Feet: 600,325 Sprinturf was the prime general contractor for this project.
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CONTRACT AGREEMENT
WEBB BRIDGE PARK SYNTHETIC TURF FIELD DESIGN-BUILD

THIS AGREEMENT, made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **SPRINTURE, LLC**, a Delaware limited liability company, with its principal office located at 146 Fairchild Street, Suite 150, Daniel Island, SC 29492 (the "CONTRACTOR").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows:

WEBB BRIDGE PARK SYNTHETIC TURF FIELD DESIGN-BUILD--- Provide complete design with permitted construction plans for the synthetic grass turf field project. The work will include, but may not be limited to, furnishing of all materials, labor, and equipment to complete the work, providing all labor, materials, equipment, tools, material protection, and final site cleanup necessary for the complete construction and installation of the synthetic grass turf field per the completed design, including, but not limited to installation new Ultrablade 52 DFE Extreme synthetic grass turf system with Chill Fill, infill system of 80% rubber and 20% sand, 2.25" pile height as agreed and provided in CONTRACTOR'S proposal and the Scope of Work in the Request for Proposal 24-113, Alpharetta Ambush Soccer Club logo addition to the synthetic grass turf field, stormwater management facility, furnish and install new four-foot high vinyl coated steel chain link fence with all necessary posts, rails, gate framework with gate, fittings and necessary hardware, and new 18' tall above finished-grade mesh net system as described in the specifications (the "Work"). The project site is Webb Bridge Park, located at 4780 Webb Bridge Road --- within the City of Alpharetta, Georgia (hereafter called the PROJECT).

The Contract Documents consist of this Contract (the "CONTRACT"), the CITY'S Request for Proposal No. 24-113, dated February 15, 2024 (the "RFP"), including any addenda thereto, the CONTRACTOR'S Proposal, dated March 14, 2024, (the "Proposal"), 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 CONTRACTOR'S obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this CONTRACT, or the CITY finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern. In the event of any conflict in the CONTRACT DOCUMENTS, the provisions and requirements set forth in this CONTRACT shall govern.

For CONTRACTOR'S performance and completion of the Project, CITY shall pay CONTRACTOR a fee in accordance with the unit costs established in CONTRACTOR'S Pricing Proposal dated March 14, 2024, provided herein as Exhibit "A", and as finally awarded by the CITY for a total sum not to exceed **ONE MILLION, FIVE HUNDRED NINETY-EIGHT THOUSAND, TWO HUNDRED EIGHTY DOLLARS AND 00/100 (\$1,598,280.00)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the other CONTRACT Documents, all of which are made a part hereof and collectively constitute the CONTRACT (the "Work").

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this CONTRACT (not

to exceed fifteen (15) days from the date of completion set forth in this CONTRACT). In the event of such delay, CONTRACTOR shall provide written notice to the CITY within 5 business days of the commencement of any and all such delays. This notice is a condition precedent to any additional days. CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this CONTRACT is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this CONTRACT which breach remains uncured after ten (10) days written notice of default, the CITY may terminate this CONTRACT without liability for further payment of amounts due or to become due under this CONTRACT. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this CONTRACT or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this CONTRACT, which breach remains uncured after ten (10) days written notice of default, CONTRACTOR shall be entitled to terminate this CONTRACT or pursue such other remedies, not inconsistent with this CONTRACT, as it may have in law or equity. This CONTRACT may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. If this CONTRACT is terminated for convenience, the CONTRACTOR shall not be entitled to any lost profits or consequential damages. Any termination of this CONTRACT by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This CONTRACT was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's affidavit to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this CONTRACT for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This CONTRACT may be suspended or terminated if it is determined that CONTRACTOR has made a false representation or has violated such representation by failure to carry out this requirement.

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

The provisions of this CONTRACT and the CONTRACT DOCUMENTS constitute the entire CONTRACT between the parties, and all prior discussions and agreements are merged herein. This CONTRACT is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this CONTRACT, the performance of any party under this CONTRACT, or any claim or dispute under this CONTRACT or otherwise related to this CONTRACT shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association.

The CONTRACTOR 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. CONTRACTOR shall complete the design for CITY approval so that construction may begin not before November 4, 2024. CONTRACTOR shall continuously pursue the Work without interruption to completion and fully complete the Work (i.e., complete all tasks required of the Work and, as outlined in this CONTRACT and CONTRACT DOCUMENTS, achieve "Final Completion") in no event later than February 28, 2025.

Liquidated Damages shall be assessed should the CONTRACTOR or, in case of default, the Surety fails to achieve Final Completion within the time stipulated in the CONTRACT or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the CONTRACTOR and the CONTRACTOR shall be liable to the CITY for the sum \$213.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the time stipulated in the CONTRACT.

For each calendar day that any work shall remain uncompleted after the CONTRACT time specified for the completion of the work required by the CONTRACT, the sum specified in this CONTRACT will be deducted from any money due the CONTRACTOR, not as a penalty, but as liquidated damages. However, an adjustment to the Final Completion by mutual agreement of the parties shall be considered given future circumstances which may delay the PROJECT.

The CITY may waive, at its own discretion, such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.

The amount of such charges is hereby agreed upon as fixed liquidated damages due the CITY after the expiration of the time for completion specified in the CONTRACT. The CONTRACTOR and his Surety shall be liable for liquidated damages in excess of the amount due the CONTRACTOR on the final payment.

[signatures next page]

Contract Name: Webb Bridge Park Synthetic Turf Field Design-Build
Contract #: 24-113

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

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Morgan Rodgers, Director
Recreation, Parks & Cultural Services Department

Approved as to form and legal sufficiency:

Molly Esswein, City Attorney

SPRINTURE, LLC

By: _____

Sandra Wilson, Contracting Manager

Attest:

By: _____

Sandra Wilson, Contracting Manager

Date: _____

EXHIBIT "A"

CITY OF ALPHARETTA - COST PROPOSAL
RFP 24-113, Webb Bridge Park Synthetic Turf Field Design-Build

Sprinturf, LLC					
Instructions for Cost Proposal Completion:					
1. This form MUST be used to submit cost proposal					
2. Do not include a copy of this Cost Proposal Form with other proposal documents.					
3. Complete all the fields. Enter Respondent's Name at top of form. See end of form as well for bid authorization and contact info.					
4. Verify all amounts entered. This form will be used for scoring of Cost Proposal.					
5. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.					

Line Item #	Item Description	Unit Price	Unit	QTY	Total
DESIGN					
001	Design (Including, but not limited to, design development, construction documents, and hydrology report)	\$ 22,000.00	LS	1	\$ 22,000.00
002	As-built Certification of Stormwater Management Facility	\$ 8,500.00	LS	1	\$ 8,500.00
CONSTRUCTION					
101	Site Development (including, but not limited to, demolition, capping/removal of existing irrigation system, and grading complete)	\$ 85,000.00	LS	1	\$ 85,000.00
102	Storm Drainage System and Stormwater Management Facility	\$ 383,000.00	LS	1	\$ 383,000.00
103	Synthetic Turf Field (including, but not limited to, concrete border, synthetic turf, striping, and infill)	\$ 816,180.00	LS	1	\$ 816,180.00
104	Chain Link Fence	\$ 83,500.00	LS	1	\$ 83,500.00
105	Perimeter Netting	\$ 110,000.00	LS	1	\$ 110,000.00
106	Erosion & Sediment Control (installation, maintenance, and removal)	\$ 31,000.00	LS	1	\$ 31,000.00
MISCELLANEOUS					
201	Bonds & Insurance	\$ 30,000.00	LS	1	\$ 30,000.00
202	Construction Mobilization	\$ 15,000.00	LS	1	\$ 15,000.00
GRAND TOTAL					\$ 1,584,180.00

By completing and submitting this cost proposal form in response to the City of Alpharetta's RFP 24-113, Webb Bridge Park Synthetic Turf Field Design-Build, Respondent certifies that:

A. Respondent has carefully read and understands Request for Proposal Documents;

B. Respondent has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility;

C. Respondent has correlated Respondent's personal observations with requirements of Request for Proposal Documents;

D. Bidder has reviewed RFP 24-113 Request for Proposal documents; and

E. Respondent understands that Proposal may not be withdrawn within Sixty (60) days after response due date, and Respondent guarantees that the City has the right to waive informalities and irregularities in Proposals received and to accept Proposal which, in City's judgment, is in City's own best interests.

Sprinturf, LLC	Company Name:
146 Fairchild Street, Suite 150, Daniel Island, SC 29492	Address:
Daniel Dietrich, Chief Estimator	Name(s) and Title(s) Authorized Signer(s):
843-936-6023	Contact Info - Phone Number:
ddietrich@sprinturf.com	Contact Info - Email Address:



VOLUNTARY ALTERNATE PRICING PROPOSAL FOR: WEBB BRIDGE PARK

Date: 5/14/2024

Field Name	Soccer Fields
Voluntary Alternate Bid: Add Logo	ADD: \$14,100

Pricing Includes:

Voluntary Alternate Bid

- a) Add to Base Bid.
- b) Furnish & install Ambush soccer logo in standard colors, up to 38'x31'. Line details to be a minimum of 4" wide. Owner to provide vector file for anticipated graphic(s).

The price is valid for the period of 30 days. The price is subject to increase if affected by an increase in raw materials, freight, or levies. Please feel free to reach out to any member of our team with questions about our offer:

Sales Contacts

Charlie Welsh
Regional Sales Manager
651.239.0400
cwelsh@sprinturf.com

Marc Belluomini
National Sales Manager
559.260.2344
mbelluomini@sprinturf.com

Estimating Contacts

Daniel Dietrich
Chief Estimator
864.230.9877
ddietrich@sprinturf.com

WEBB BRIDGE PARK, GA
SPRINTURF PRICING PROPOSAL DATED 5/14/2024

ACCEPTED BY:

By:
Date:



P: (843) 936.6023 | F: (843) 410.5712 | 146 Fairchild Street, Suite 150 | Daniel Island, SC | 29492



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: July 29, 2024

AGENDA ITEM:

Resolution: City Council Agenda Policies and Procedures

Consideration of adoption of a resolution to adopt policies and procedures regarding city council agendas.

STAFF RECOMMENDATION:

Adopt a resolution to adopt policies and procedures regarding city council agendas.

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 Mayor and City Council discussed, during a Work Session item within the June 3, 2024 City Council Meeting, a policy by which agenda items are added to City Council meeting agendas. At the conclusion of the work session, there was a consensus that the City Administrator, City Attorney, the Mayor, and two members of the City Council shall be permitted to add agenda items to a Council Meeting agenda.

As such, the City Attorney's office drafted the attached resolution reflecting that discussion in order to create such a policy.

ALTERNATIVES:

Do not adopt this resolution and offer additional methods and/or polices by which items are added to City Council meeting agendas.

ATTACHMENTS:

1. Pages from CC Minutes 6.3.2024
2. Resolution Agenda Setting Procedures



City Council Meeting & Public Hearing

JUNE 3, 2024

OFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

OFFICIAL MINUTES

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the video recording for said meeting is a matter of public record and is available to be viewed at the City Clerk's office during normal business hours or viewed online at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.
- Mayor Gilvin announced that the Wacky World Sponsorship presentations will not occur during tonight's meeting.
- Mayor Gilvin announced that New Business Item I "Intergovernmental Agreement: City of Alpharetta and Development Authority for Tech Alpharetta Funding" has been removed from tonight's agenda and will not be heard or considered during this meeting.

2. ROLL CALL

- **Council Members**
 - Mayor Jim Gilvin
 - Brian Will
 - Fergal M. Brady
 - Donald F. Mitchell
 - Douglas J. DeRito
 - John Hipes
- **Council Members Absent**
 - Mayor Pro Tem Dan Merkel
- **Staff**
 - Chris Lagerbloom, City Administrator
 - Patrick Jaugstetter, City Attorney
 - Lauren Shapiro, City Clerk
 - James Drinkard, Assistant City Administrator
 - Adam Montgomery, Director of Information Technology
 - Brooke Lappin, Director of Courts

- Cris Randall, Director of Human Resources
- John Robison, Director of Public Safety
- 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
- Michael Woodman, Planning and Development Services Manager
- Jill Bazinet, Stormwater Engineer

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Presentation of the Greenhouse Donation to Old Rucker Farm by Alpharetta Business Association

- Tracy Morton and members of the Alpharetta Business Association came forward to present Mayor Gilvin, City Council, and City Staff a check for the purchase of a new greenhouse for Old Rucker Farm.

5. BOARDS & COMMISSIONS APPOINTMENTS

A. Resolution: Development Authority Appointment

Consideration of adoption of a resolution to reappoint a member of the Development Authority in order to fill expired terms, provide for an effective date, and for other purposes.

- City Attorney, Patrick Jaugstetter, read the resolution title aloud.
- ❖ Council Member Mitchell offered a motion to approve a Resolution to reappoint David Chatham of the Development Authority in order to fill expired terms, provide for an effective date, and for other purposes.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

B. Resolution: Code Enforcement Board Appointment

Consideration of adoption of a resolution to reappoint a member of the Code Enforcement Board in order to fill expired terms, provide for an effective date, and for other purposes.

- City Attorney, Patrick Jaugstetter, read the resolution title aloud.
- ❖ Council Member Hipes offered a motion to approve the Resolution reappoint Leander Murphy of the Code Enforcement Board in order to fill expired terms, provide for an effective date, and for other purposes.
 - Council Member Brady seconded the motion.

- The motion was approved (6-0).

C. Swearing in of Code Enforcement Board Member, Leander Murphy

- Mayor Gilvin swore in the recently reappointed appointed Code Enforcement Board Member, Leander Murphy.

6. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 5/20/2024)

Consideration of approval of the City Council meeting minutes from the meeting of May 20, 2024.

B. Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage license applications:

1. **PH-24-AB-09 Windward Hotel, LLC d/b/a Doubletree Atlanta - Alpharetta**
2925 Jordan Court, Alpharetta, GA 30005
Change in Ownership
Hotel
Consumption on Premises
Specialty Gift Shop
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Windward Hotel, LLC
Registered Agent: Michael Sard
2. **PH-24-AB-10 Ramen N Sushi, Inc. d/b/a Lanzhou Ramen N Sushi**
1055 Mansell Road #200, Roswell, GA 30076
Restaurant
Consumption on Premises
Beer, Wine & Sunday Sales
Owner: Ramen N Sushi, Inc.
Registered Agent: Qian Zheng

C. Conflict Waiver: Jarrard & Davis representation of Development Authority and the City of Alpharetta for Tech Alpharetta Funding

Consideration of approval a waiver of conflict between the City of Milton and the City of Alpharetta, Georgia for the purposes of entering into a Service Level Agreement with EMS Ventures, Inc. d/b/a American Medical Response for EMS Services and with authorization for the Mayor to execute all necessary documents.

PUBLIC COMMENTS:

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

7. WORK SESSION ITEMS

A. City Council Meeting Agenda Item Policy

Discussion and review of the City Council policy for adding items to City Council Meeting agendas.

- City Administrator, Chris Lagerbloom, came forward to present this item.
- This work session is to discuss how items are to be placed upon the City Council Agenda and whether or not our current city council policies need to be amended to match the direction of council.

CITY COUNCIL DISCUSSION

- Council Member Hipes shared that two City Council members (without the Mayor) should be sufficient to add something to an agenda
- Council Member Mitchell shared that two City Council Members should be able to bring something forward to council.
- Council Member DeRito shared that we should continue operating with 2 council members.
- Council Member Brady share that there is not a reason to change and we should keep it as 2 council members.
- Council Member Will asked other than Council, who is authorized to bring something forward to Council. Also, once an item has been placed on an agenda it stays on.
 - City Administrator Lagerbloom shared that the Mayor, 2 Members of City Council, City Attorney, and City Administrator can bring something forward. He also agreed that once it goes on an agenda, it stays on until it has been heard at the council level. Lastly, he shared that he will have the City Attorney put this discussion in writing and bring forward for approval.

8. PUBLIC HEARING

A. V-24-17 265 Dania Drive

Consideration of a variance to allow for a tear down and rebuild of a single-family detached home on 1.02 acres. A variance is requested to Unified Development Code (UDC) Subsection 2.2.1(D) AG agriculture. District Regulations to reduce the side setback on the south side of the property from 25' to 8.5'. The property is located at 265 Dania Drive and is legally described as being located in Land Lot 1 177, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Shawn Shakib, is requesting consideration of a variance to reduce the side setback on the south side of the property to allow for a tear down and re-

build of a new single-family detached home. The request would reduce the side setback from 25' to 8.5'. The property is located at 265 Dania Drive in the Dania Hills subdivision.

- Staff is recommending that Mayor and City Council approve V-24-17 265 Dania Drive Setback Variance, subject to the following conditions:
 1. Site layout shall be permitted as depicted on the site plan prepared by KRA, dated 2/23/24, and with an 8.5' side setback on the south side of the property.
 2. Tree #BO1 (38" Southern Red Oak) shall be saved and encroachment into the CRZ shall not exceed 20%, as approved by Staff.
 3. Per mutual agreement, driveway width shall be limited to no more than 12' wide, not including the portion of the driveway directly in front of the garage. The driveway shall maintain a 12' setback from the northern side property line, except for that portion directly in front of the garage which shall have no setback from the northern side property line. The driveway shall have a flare and 17' radius beginning 8.5' from the beginning of the front of the garage.
 4. Per mutual agreement, developer shall plant a row of evergreen trees and shrubs between the driveway and the northern property line, as well as along the southern property line and beginning at the 100' front setback line to the western boundary of garage in order to provide a screen, as approved by Staff.
- The 1.02-acre property is zoned AG (Agriculture) and developed with a one story, 1,301 square foot single-family detached home with a well and septic tank at the rear of the property. Surrounding properties are zoned AG to the north, south, and west and are located in the Dania Hills subdivision. Properties to the east are zoned R-15 (Dwelling, 'For-Sale' Residential) and are located in the Mayfield Place subdivision.
- The average home size in the Dania Hills subdivision is approximately 2,562 square feet. Approximately half of the properties in Dania Hills have a street-facing garage or carport with all other properties having a side- or rearloaded garage. Homes in the subdivision consist primarily of one (1) and two (2) story homes with most on basements.
- Unified Development Code (UDC) Subsection 2.2.1(D) District Regulations identifies the AG side yard setback as twenty-five feet (25'). The AG zoning district requires a minimum lot size of five (5) acres, of which the lots in the Dania Hills subdivision were platted as one (1) acre lots, on average. The applicant proposes an 8.5' side setback on the south side of the property to accommodate an approximately 4,800 square foot single family detached home with a rear-loaded garage.
- The applicant initially requested a 50% reduction of the front and side setbacks to save a specimen tree (52" Southern Red Oak) at the rear of the existing home. However, the applicant withdrew the request after a petition was submitted by

neighborhood residents opposing that variance request. The applicant amended the request to reduce the side setback on the south side of the property from 25' to 12.5'. That request was denied by the Board of Zoning Appeals (BZA) on November 16, 2023. A new request to reduce the side setback on the south side of the property from 25' to 12.5' was submitted and ultimately approved by BZA on April 18, 2024. The applicant had reached an agreement with neighboring and nearby property owners to support the request subject to the conditions recommended in this report. In addition, the applicant agreed to request a further reduction to the south side setback to 8.5', shifting the home four feet (4') further to the south.

- Staff measured existing side setbacks throughout the Dania Hills subdivision and found that approximately 71% of the lots have a non-conforming side setback less than 25'. In addition, the subject property has an existing side setback on the north side of the property of approximately fifteen feet (15'), which is non-conforming.
- The applicant notified adjacent property owners of the variance request and their intent for the property. The Citizen Participation Plan Report states that the neighbors support the request.
- Staff has reviewed the applicant's proposal and supports the requested side setback variance. Lots in the Dania Hills subdivision are non-conforming with respect to the minimum five (5) acre lot size and over 70% of the lots have side setbacks less than the required 25'. Furthermore, the existing structure has a non-conforming side setback on the north side of the property of approximately fifteen feet (15'), which is proposed to be increased to at least 25' with the construction of the new home. The applicant states that he has reached an agreement with neighboring and nearby residents subject to the conditions recommended in this report and requesting a further reduction of the south side setback to 8.5' in order to shift the home further to the south.
- Manager Woodman shared that he did receive a letter from Sean McHugh (1055 Mayfield Manor Drive and adjacent property owner) opposing this application.
- Jill Bazinet, Stormwater Engineer, came forward to speak on stormwater on the property.
- The applicant, Shawn Shakib, came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- Ashley Jones and Luce Cardamone (255 Dania Drive) came forward to share that the terms of the condition are incorrect in the application.
 - ❖ Council Member Hipes offered a motion to approve V-24-17 265 Dania Drive Setback Variance, subject to the following conditions:
 1. Site layout shall be permitted as depicted on the site plan prepared by KRA, dated 2/23/24, and with an 8.5' side setback on the south side of the property.

2. Tree #BO1 (38" Southern Red Oak) shall be saved and encroachment into the CRZ shall not exceed 20%, as approved by Staff.
3. Per mutual agreement, driveway width shall be limited to no more than 12' wide, not including the portion of the driveway directly in front of the garage. The driveway shall maintain a 12' setback from the northern side property line, except for that portion directly in front of the garage which shall have no setback from the northern side property line. The driveway shall have a flare and 17' radius beginning 8.5' from the beginning of the front of the garage.
4. Per mutual agreement, developer shall plant a row of evergreen trees and shrubs between the driveway and the northern property line, as well as along the southern property line and beginning at the 100' front setback line to the western boundary of garage in order to provide a screen, as approved by Staff.
 - Council Member Brady seconded the motion.
 - Council Member Mitchell offered a friendly amendment by adding a new Condition #5 "The base level of the home shall not exceed 10 inches above the current or neighboring properties." (so that we deal with height issues and runoff).
 - Council Member Hipes accepts the friendly amendment.
 - Council Member Brady accepts the friendly amendment.
 - Council Member Mitchell offered a clarification to his friendly amendment that instead of "the current or neighboring properties," he meant the two adjacent neighbors beside this property.
 - The motion was approved unanimously (5-1; with Council Member Will in opposition).

B. Z-24-06/PH-24-06/V-24-06 55 Canton

Consideration of a rezoning, parking in-lieu fees, and variances to allow for the construction of a mixed-use building with 36' 'For-Sale' condominium units and 7,303 square feet of restaurant space on 1.02 acres in the Downtown Overlay. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and parking in-lieu fees are requested for approximately 4 (four) parking spaces. Variances are requested to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 3.5.5 to increase the maximum building footprint and to UDC Subsection 2.5.5.(j) to allow tandem parking spaces to count toward minimum parking requirements. The property is located at 32, 38 & 44 Old Canton Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Daniel Conner, is requesting a rezoning, parking in-lieu fees, and variances to allow for the construction of a mixed-use building with 36 'For-Sale' condominium units and 7,000 square feet of restaurant space on 1.02 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and parking in-lieu fees is requested for five (5) spaces. Variances are requested to increase the maximum building footprint and to allow the full complement of tandem parking to count toward minimum parking requirements. The subject property is located at 32, 38, and 44 Old Canton Street at the southeast corner of Canton Street and Old Canton Street.
- This item was considered at the April 11, 2024 Planning Commission meeting. There were three (3) public comments with two (2) in support and one (1) in opposition with concerns over noise impacts, parking, and truck deliveries. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (vote 7-0).
- Staff is recommending that Mayor and City Council approve Z-24-06/PH-24-06/V-24-06 55 Canton and Deny variance to allow the full complement of tandem parking to count toward minimum parking requirements, subject to the following conditions:
 1. Site consisting of approximately 1.02 acres shall be rezoned to DT-C and developed substantially similar to site plan prepared by AEC, dated 4/3/24, except for modifications required to comply with the conditions below. Property shall be limited to no more than 36 'For-Sale' condominium units and 7,000 square feet of restaurant and retail use.
 2. Architecture and materials shall be developed substantially similar to the renderings prepared by Place Maker Design, dated 3/21/24, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Building shall have 4-sided architecture, materials and details.
 3. White lights shall be added to the top of the building to participate in the City's holiday lighting program.
 4. Maximum building footprint shall not exceed 28,048 square feet.
 5. Tandem parking shall be developed as depicted on the site plan prepared by AEC, dated 4/3/24, with 9 spaces counted toward the minimum parking requirements. Use of the tandem spaces shall be limited to the residential units and the spaces shall be clearly marked for each residential unit.
 6. Foundation plantings, consisting of ornamental trees, shrubs, vines, and grasses, shall be required along Canton Street, Old Canton Street, and the pedestrian alley, with final approval by DRB.

7. Developer shall improve Canton Street streetscape with a minimum 8' planter (bump outs between on-street, parallel parking) planted with street trees (American Elms offset minimum 20' from building) evergreen ornamental shrubs, grasses, and ground cover, with final approval by DRB. Existing street trees along Canton Street and adjacent to the subject property shall be removed and area replaced with decorative bricks to match the existing sidewalk.
8. Developer shall improve Old Canton Street streetscape with a 6" header curb, minimum 4' planter (bump out b/w on-street parking) planted with street trees, grasses, and ground cover, minimum 5' concrete sidewalk, and decorative pedestrian lighting, with final approval by Staff.
9. Developer shall install a minimum of two, 6" caliper trees in the pedestrian easement adjacent to the subject property, per Pedestrian Ingress Egress Easement Agreement (DB 61427, PG 143), with final approval by Staff.
10. Decorative pedestrian lighting shall be required throughout the development and shall be maintained by the Condominium Association.
11. Developer shall improve adjacent City pedestrian alley and park with hardscape and landscape material similar to images depicted in Exhibits A & B, with final approval by Staff. Improvements shall be eligible for impact fee credits as agreed to in a development agreement.
12. Open space shall be developed substantially as depicted on the site plan prepared by AEC, dated 4/3/24. Open space shall be developed with decorative landscape, hardscape and seating and landscaping shall include plant selections promoting the historic Downtown, with final approval by DRB.
13. Fences and walls visible from the public right-of-way or City-owned property shall be decorative. Fences shall be metal, and walls shall be brick, stone, or similar material and shall be covered in creeping vines, as approved by DRB.
14. HVAC and similar equipment shall not be visible or shall be screened from the public right-of-way or City-owned property.
15. Garbage pickup shall be from within the parking deck of the development.
16. Developer shall pay a lump sum parking in-lieu fee of \$94,500 prior to the issuance of a building permit.
17. Developer shall provide creative signage, such as a painted sign, blade sign, or perpendicular sign, with final approval by DRB.
18. A construction staging plan shall be provided with the LDP, subject to final approval by Staff.
19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants

- The partially developed property has a 1,050 square foot building at the northwest corner of the property with the balance of the property being undeveloped. Surrounding properties are zoned C-2, except that the property to the east is zoned DT-C. Teasley Place is located to the west, Ivybrook Academy, Manley Land Design, and oXYGen Financial are located to the north, Hamilton Hotel and Aria Salon are located to the east, and undeveloped City parkland is located to the south. The comprehensive land use plan designation of the property is 'Central Business District', which allows the proposed zoning and use.
- The applicant's proposed density is similar to the density approved at Alpharetta Lofts. The applicant's proposal is very similar to Alpharetta Lofts, which was approved as a four (4) story mixed-use building, including 36 'For-Sale' condominium units, approximately 6,000 square feet of restaurant and retail space, and 86 parking spaces on one (1) acre.
- The submitted site plan depicts a four (4) story mixed-use building to include 36 'For-Sale' condominium units and 7,000 square feet of restaurant use over one (1) level of structured parking. The building is oriented to Canton Street and Old Canton Street with vehicular access depicted from Old Canton Street. Building setbacks vary along Canton Street and Old Canton Street with an average setback of approximately five feet (5'). Other mixed-use developments approved in the Downtown Core have setbacks as shallow as zero feet (0').
- Planters planted with street trees are depicted to be added along Canton Street to define the on-street parallel parking spaces. The existing eight-foot (8') brick sidewalk will remain. Existing street trees along Canton Street will be removed and replaced with American Elms to match the street trees on the opposite side of the street. The existing brick sidewalk on Old Canton Street is depicted to be extended to the east property line and six (6) on-street parallel parking spaces have been added. However, the Old Canton Street streetscape should include a six-inch (6") header curb, minimum four-foot (4') planter (bump out between on-street parking), on-street parallel parking, and minimum five-foot (5') concrete sidewalk, which is consistent with the streetscape behind the Hamilton Hotel.
- 101 parking spaces are required for the applicant's proposed uses. The site plan depicts 82 parking spaces in the structured parking deck and fourteen (14) on-street parallel parking spaces adjacent to the property for a total of 96 spaces. Of the 82 spaces in the structured parking deck, eighteen (18) spaces are depicted to be tandem and reserved for residential use. Parking in the parking deck will be dedicated for use by residents and guests of the condominium units.
- The site plan depicts 14,448 square feet, or 32.2%, open space in the proposed development.
- The DT-C district requires a minimum five percent (5%) amenity space for properties less than five (5) acres, as well as a proportional increase for proposed densities

above ten (10) dwelling units per acre or more. The applicant proposes a density of 35.29 dwelling units per acre, which equates to a minimum amenity space of 17.65%. Amenity space is proposed to include a pool/amenity area, restaurant outdoor seating areas, sidewalks, and plazas.

- There are no specimen trees identified on the property and the applicant does not propose any tree saves. Of the five (5) trees listed on the applicant's arborist assessment, all are shown in Poor condition. There is an agreement on the subject property, Pedestrian Ingress Egress Easement Agreement (DB 61427, PG 143), that requires the installation of a minimum ten-inch (10") caliper tree. A note on the site plan indicates that stormwater management will be addressed in an off-site pond and water quality/run off reduction will be addressed in a facility located under the plaza at the corner of Canton Street and Old Canton Street.
- The submitted renderings depict a four (4) story mixed-use building in the Italianate style, consisting primarily of brick and stone. The first floor of the building is dedicated to two (2) restaurant spaces and common area for the residents of the condominiums. 'For-Sale' condominium units are located on the three (3) floors above the main level and consisting of a mix of one (1), two (2), and three (3) bedroom units. According to the City's Downtown Consultant, the proposed renderings generally comply with the design regulations in the Downtown Overlay.
- The City secured easements from the subject property and adjacent properties for a pedestrian alley connecting Old Canton Street, Canton Street and Milton Avenue. In addition, the City purchased the 0.227-acre property at the northeast corner of Milton Avenue and Canton Street for a future park site. The applicant proposes improvements to the pedestrian alley and park, as depicted below, and in exchange for impact fee credits. Improvements include hardscape, landscape, lighting, and seating. The applicant's development is expected to generate approximately \$250,000 in roads and recreation and parks impact fees.
- Staff calculated vehicular trips generated from the proposed uses. It is estimated that the 36 condominium units and 7,000 square feet of restaurant would generate approximately nine (9) AM Peak Hour trips and 82 PM Peak Hour trips.
- Within the Downtown, parking can be met on-site, as well as on-street parking located adjacent to and on the same side of the street as the subject site. If parking cannot be satisfied as described above, an applicant may pursue Parking in-lieu fees. Parking in-lieu fees allow parking requirements to be satisfied through payment of parking in-lieu fees according to the table below. Payments to the Downtown Parking Fund have been approved at a few locations in the Downtown, including 44 Milton Avenue, 55/61 Roswell Street, Alpharetta Lofts (58 Canton Street), CORO building (37 Old Roswell Street), and 75/91 Roswell Street.
- The applicant requests parking in-lieu fees for a shortfall of five (5) parking spaces. The site plan depicts 96 parking spaces for the proposed building, which represents

approximately 95% of the required parking. Based on the Parking In-Lieu Fee Schedule above, a shortage of five (5) parking spaces would require a lump sum payment of \$22,500.00. However, the applicant is also requesting a variance to allow the full complement of tandem parking spaces (18 spaces) to count toward the minimum parking requirements. Based on the configuration of the proposed tandem parking, the UDC would only count nine (9) spaces. If the variance to allow the full complement of tandem parking to count toward the minimum parking requirements is denied, a lump sum payment of \$94,500 in parking in-lieu fees should be required for a shortfall of fourteen (14) parking spaces.

- Peak utilization for surface parking lots and on-street parking is derived from the Downtown Alpharetta Parking Study (June 2018), while the Milton Avenue parking deck and City Center parking deck utilization is based on Staff observations (pre-pandemic). Besides on-street public parking, the Milton Avenue Parking Deck and Old Roswell Street Parking Lot are the nearest public parking facilities to the applicant's property. The Roswell Street City Parking Lot and Milton Avenue Parking Deck have the greatest available capacity.
- Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 0 school age children. Numbers provided by Fulton County Schools show that all three (3) schools have enrollments that are under capacity.
- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that the applicant held a meeting with Teasley Place residents. According to the applicant, the project was overall well-received.
- The Community Zoning Information Meeting was held on February 14, 2024. There were two (2) public comments in support of the applicant's request.
- Staff has reviewed the applicant's proposal against the established review criteria for a rezoning, parking in-lieu fees, and variance. The zoning proposal is consistent with the vision of the Downtown Master Plan and future land use designation of the property and surrounding area, which is 'Central Business District'. The area is envisioned to redevelop into a mix of residential, office and commercial uses. In addition, the applicant proposes improvements to the City's adjacent future park property, as well as to the proposed pedestrian alley, which would improve access to public facilities and services in the Downtown. There are exceptional conditions pertaining to the property due to its unusual shape, topography, and multiple road and pedestrian alley frontages. The building has been designed with offsets and exterior material changes in an effort to break up the massing of the building and

lessen the impact of the larger building footprint. However, the variance request related to tandem parking is not supported by a hardship and could set a precedent. If the proposal is approved, the applicant should provide additional parking, reduce the development proposal, or pay parking in-lieu fees for the shortfall of nine (9) spaces related to the tandem parking.

- Timothy Vaccaro and Dan Connor (Place Maker Design) and Trey Adams (Landscape Architect for the Project) came forward to speak on behalf of the applicant.

CITY COUNCIL DISCUSSION

- Council Member Mitchell asked if the applicant would entertain in Condition #1 that the 7,000 square foot of restaurant by the existing pocket park be restricted to restaurant or grocery store / sundries?
 - The applicant plans to build two restaurants, but they would like to have flexibility to have a boutique or coffee shop there, but would be okay with narrowing down the use.
- Council Member Brady asked about timeline and shut down of sidewalks.
 - The applicant plans to put up construction fencing on back end of sidewalk and then about 2 months for constructing the sidewalk. It will likely take 18-24 months to construct the building.
- Mayor Gilvin asked about the bedroom sizes of the units and shared that he has concerns about parking (tandem units) and deliveries, and \$2,600 per unit would be a sufficient cost per unit for parking. Also, he asked the applicant if they would be willing to work with staff on finding a parking space area for truck deliveries.

PUBLIC COMMENTS:

- Jill Bernard (145 Cumming Street, Alpharetta, GA 30009) came forward to speak on this item.
- ❖ Council Member Hipes offered a motion to approve Z-24-06/PH-24-06/V-24-06 55 Canton, and to deny the variance for the full complement of tandem parking to count toward minimum parking requirements, subject to the following conditions:
 1. Site consisting of approximately 1.02 acres shall be rezoned to DT-C and developed substantially similar to site plan prepared by AEC, dated 4/3/24, except for modifications required to comply with the conditions below. Property shall be limited to no more than 36 'For-Sale' condominium units and 7,000 square feet of restaurant and retail use of which retail use would be either coffee shop, clothing boutique, bakery, florist, or grocery.

2. Architecture and materials shall be developed substantially similar to the renderings prepared by Place Maker Design, dated 3/21/24, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Building shall have 4-sided architecture, materials and details.
3. White lights shall be added to the top of the building to participate in the City's holiday lighting program.
4. Maximum building footprint shall not exceed 28,048 square feet.
5. Tandem parking shall be developed as depicted on the site plan prepared by AEC, dated 4/3/24, with 9 spaces counted toward the minimum parking requirements. Use of the tandem spaces shall be limited to the residential units and the spaces shall be clearly marked for each residential unit.
6. Foundation plantings, consisting of ornamental trees, shrubs, vines, and grasses, shall be required along Canton Street, Old Canton Street, and the pedestrian alley, with final approval by DRB.
7. Developer shall improve Canton Street streetscape with a minimum 8' planter (bump outs between on-street, parallel parking) planted with street trees (American Elms offset minimum 20' from building) evergreen ornamental shrubs, grasses, and ground cover, with final approval by DRB, however, the Northern most bump out on Canton Street will be removed to accommodate a tractor trailer truck for am hours. Existing street trees along Canton Street and adjacent to the subject property shall be removed and area replaced with decorative bricks to match the existing sidewalk.
8. Developer shall improve Old Canton Street streetscape with a 6" header curb, minimum 4' planter (bump out b/w on-street parking) planted with street trees, grasses, and ground cover, minimum 5' concrete sidewalk, and decorative pedestrian lighting, with final approval by Staff.
9. Developer shall install a minimum of two, 6" caliper trees in the pedestrian easement adjacent to the subject property, per Pedestrian Ingress Egress Easement Agreement (DB 61427, PG 143), with final approval by Staff.
10. Decorative pedestrian lighting shall be required throughout the development and shall be maintained by the Condominium Association.
11. Developer shall improve adjacent City pedestrian alley and park with hardscape and landscape material similar to images depicted in Exhibits A & B, with final approval by Staff. Improvements shall be eligible for impact fee credits as agreed to in a development agreement.
12. Open space shall be developed substantially as depicted on the site plan prepared by AEC, dated 4/3/24. Open space shall be developed with

decorative landscape, hardscape and seating and landscaping shall include plant selections promoting the historic Downtown, with final approval by DRB.

13. Fences and walls visible from the public right-of-way or City-owned property shall be decorative. Fences shall be metal, and walls shall be brick, stone, or similar material and shall be covered in creeping vines, as approved by DRB.

14. HVAC and similar equipment shall not be visible or shall be screened from the public right-of-way or City-owned property.

15. Garbage pickup shall be from within the parking deck of the development.

16. Developer shall pay a lump sum parking in-lieu fee of \$94,500 prior to the issuance of a building permit.

17. Developer shall provide creative signage, such as a painted sign, blade sign, or perpendicular sign, with final approval by DRB.

18. A construction staging plan shall be provided with the LDP, subject to final approval by Staff.

19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

- Council Member DeRito seconded the motion.
- The motion was approved unanimously (6-0).
- During the motion there was discussion about the following:
 - Council Member Will asked if there needed to be clarification on the am hours, and Council Member Hipes stated that it would be anytime between 12:00 am and 11:55 am.

C. Fiscal Year 2025 Budget and Millage Rate

FIRST PUBLIC HEARING

PUBLIC COMMENTS:

- There were no public comments.

9. NEW BUSINESS

A. Fiscal Year 2024 Budget Amendment Ordinance

SECOND READING

The first reading for this item occurred during the May 20, 2024, City Council Meeting & Public Hearing

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Budget Amendment Ordinance.

- City Attorney, Patrick Jaugstetter, read the ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- There have been no changes since the first reading.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Brady offered a motion to adopt the City of Alpharetta's Fiscal Year 2024 Budget Amendment.
 - Council Member Mitchell seconded the motion.
 - The motion passed unanimously (6-0).

B. Fiscal Year 2025 Budget Ordinance

FIRST READING

Consideration of adoption of the City of Alpharetta's Fiscal Year 2025 Budget Ordinance.

- City Attorney, Patrick Jaugstetter, read the ordinance aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year 2025 Budget Ordinance is attached hereto as "Exhibit A."

COUNCIL MEMBER DISCUSSION:

- Council Member Mitchell shared that in unallocated initiatives, the city will likely need a park design based on the recent approval of the 55 Canton Street zoning application.
 - Mayor Gilvin asked for finance to work with Directors and Chris to see what that design amount will need to be.
- Council Member DeRito asked about allocating funding for curbing for Jayne Ellen Way.
 - Director Sewczwicz shared that this is a cosmetic improvement.
 - Mayor Gilvin shared that he does not believe that this is a priority.
 - Director Harris shared that this item is on the unfunded initiatives list.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Brady offered a motion to adopt of the City of Alpharetta's Fiscal Year 2025 Budget Ordinance.
 - Council Member Will seconded the motion.

- The motion passed unanimously (6-0).

C. Fiscal Year 2025 Millage Rate Ordinance

FIRST READING

Consideration of adoption of the City of Alpharetta's Fiscal Year 2025 Millage Rate Ordinance.

- City Attorney, Patrick Jaugstetter, read the ordinance aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year 2025 Millage Rate Ordinance is attached hereto as "Exhibit B."

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Brady offered a motion to adopt the City of Alpharetta's Fiscal Year 2025 Millage Rate Ordinance.
 - Council Member Mitchell seconded the motion.
 - The motion passed unanimously (6-0).

D. Service Level Agreement between the Cities of Alpharetta, Johns Creek, Milton, Roswell, Sandy Springs, and EMS Ventures, Inc. d/b/a American Medical Response

Consideration of the adoption of a Service Level Agreement between Cities of Alpharetta, Johns Creek, Milton, Roswell, Sandy Springs and EMS Ventures, Inc. d/b/a American Medical Response.

- City Administrator, Chris Lagerbloom, came forward to present this item.
- Effective December 1, 2022, we received a Notice of Non-Renewal of Contract Between Cities of Alpharetta, Johns Creek, Milton, Mountain Park and Roswell and EMS Ventures, Inc. d/b/a American Medical Response (AMR) dated July 1, 2013. Since 2013, an agreement with AMR existed that defined the service level for emergency medical service (EMS) transport in north Fulton County. The notice of non-renewal triggered the cities to come together and re-negotiate an agreement that would serve our needs moving forward. During the time of re-negotiation, AMR has continuously provided service without any lapse.
- The Georgia Department of Health has approved a Regional Ambulance Zoning Plan which designates AMR as the Designated 911 Zone Provider for north Fulton County. The term of the Agreement is one year, effective July 1, 2024, and will automatically renew for four successive one-year terms, subject to appropriation.
- The agreement also calls for the implementation of a Medical Response Unit (MRU) Program. In an attempt to collaborate and provide the very best in service to the citizens and visitors of the Cities, during extenuating circumstances, the use of an MRU is made available. This consists of AMR providing an ambulance to the Cities (if desired) to be

maintained and housed in a city facility and used by city firefighters/paramedics in exceptional circumstances when a system-wide ambulance may not be available.

- The agreement specifies costs associated with special event standby and supplemental coverage. It provides a list of approved exemptions from the response time requirement and provides for liquidated damages in event performance targets are not met.
- Finally, it specifies the annual subsidy requirements for each city. The Cities will pay a total of \$2,057,011 during year 1. The subsidy payment is allocated between the Cities based on a 50/50 split based on the blended three (3) year average of calls for service and population. The initial division of the subsidy, using the described split results in a monthly payment of \$31,317.99 for Alpharetta. The annual subsidy of \$375,815.88 is included in the proposed Fiscal Year 2025 budget that is being presented as a Public Hearing on the same agenda. There is no current year fiscal impact.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to adopt a Service Level Agreement between the Cities of Alpharetta, Johns Creek, Milton, Roswell, Sandy Springs, and EMS Ventures, Inc. d/b/a American Medical Response.
 - Council Member Mitchell seconded the motion.
 - The motion passed unanimously (6-0).

E. Request for Proposal 24-116: City Website Design, Development and Hosting

Consideration approval of the award of a contract for RFP 24-116: City of Alpharetta Website Design, Development and Hosting to CivicPlus, LLC in an amount not to exceed \$113,372.55 and with authorization for the Mayor to execute all necessary documents.

- Assistant City Administrator, James Drinkard, came forward to present this item.
- Following a formal advertised RFP process, City Staff is recommending that the contract be awarded to CivicPlus, LLC at a total cost of \$113,372.55.
- As of March 2023, the average lifespan of a commercial website is 2 years and 4 months. The general consensus within the digital communications and marketing industry is that an organization's website can last 2 to 5 years before it needs to be rebuilt. The current City of Alpharetta website was developed 11 years ago.
- Critically, the content management system (CMS) on which our current website is built has been retired and replaced with a completely new version, meaning that our current site will cease to be functional in the near future. This means that developing a new City website is not a "want." A new website must be built in order for the City of Alpharetta to maintain a web presence and effectively serve residents who have come to expect online services.

- The City issued RFP 24-116: City Website Development on February 09, 2024, with a response deadline of March 8. A total of thirteen proposals were received and evaluated based on five criteria: Experience/Qualifications, Features and Functionality, Timeline, Cost Proposal, and Local Vendor Preference.
- Based upon the evaluation criteria, committee members independently evaluated and scored each proposal for all criteria above excluding cost. The independent scores were totaled and then the score for cost was added to identify the three vendors with the highest cumulative scores (Civic Plus, LLC, Revize Government Websites, and Exemplifi, LLC).
- CivicPlus has been focused exclusively on the local government technology space for 25 years and currently has over 2,000 local government website customers. Additionally, the company provides other government software solutions, including the SeeClickFix, CivicClerk, and Municode platforms currently being used by the City of Alpharetta. This allows for a more seamless integration of these tools into the City website. Of the three highest scoring vendors, CivicPlus is the only one who offers all the features and functionality defined in the City's request for proposals.
- Capital funding in the amount of \$145,000 was allocated for this project as part of the FY 2023 budget process. This cost was forecast based on the design, development, launch, and first-year hosting of the site. The first-year cost for the base website as proposed by CivicPlus is \$63,182.70. This cost does not include enhancements such as a chatbot, mass notification system, and other features that were outlined in the City's RFP.
- Per the RFP instructions, CivicPlus proposed these as optional features at a cost of \$52,556.25. This brought the total first-year cost for the solution as outlined in the original proposal submitted by CivicPlus to \$115,738.95. During the final negotiations with the company, however, an error was found in the proposal that, once corrected, reduced the total first-year cost to \$113,372.55.
- It is estimated that the new website will be launched within 32 weeks following notice to proceed being issued to the vendor.

CITY COUNCIL DISCUSSION:

- Council Member Will asked about the mass notification texting system.
- Council Member Hipes shared that it seems like there is redundancy with this type of technology (especially if it is weather related).
- Council Member Mitchell shared that we have been talking about this for over 10 years and we cannot rely on news agencies to communicate when things are happening in our city. If we have an extreme road closure or public safety issues we can communicate to our citizens with the mass communication technology.
- Council Member Brady shared that the costs for the website are not that much different than what the private business market spends, but he did suggest that staff look at the year of year escalation costs.

- Assistant City Administrator Drinkard explained that it works based on cellular devices within a geofenced area.
- Director of Public Safety, John Robison, said that there are definitely good reasons to have this type of technology and this is not to necessarily to communicate weather, but also for public safety instances.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the award of a contract for RFP 24-116: City of Alpharetta Website Design, Development and Hosting to CivicPlus, LLC in an amount not to exceed \$113,372.55 and with authorization for the Mayor to execute all necessary documents, and to approach the vendor with an amount not to exceed 3% of an escalator annually.
 - Mayor Gilvin seconded the motion.
 - The motion failed (2-4; with Council Members Will, DeRito, Hipes, and Brady in opposition).
 - There was the following discussion during the motion:
 - Council Member Hipes shared that he has difficulty approving this item due to the carrying costs and wondered if this should have been workshopped in order to weigh in on the other proposals that were submitted.
- ❖ Council Member Will offered a motion to deny RFP-24-116: City of Alpharetta Website Design.
 - Council Member DeRito seconded the motion.
 - The motion was approved (4-2; with Mayor Gilvin and Council Member Mitchell in opposition).

F. Invitation to Bid 24-016: Harris Road Drainage Improvements

Consideration to of approval of the award of a contract for Invitation to Bid 24-016 for Harris Road Drainage Improvements to R&B Developer Inc. with funding in an amount not to exceed \$122,595.00 and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to speak on this item.
- The award of this bid is for the construction of drainage improvements along approximately 350 linear feet of Harris Road. The construction location will be along the west side of Harris Road from the intersection at Upper Hembree Road approximately 350 linear feet north. Currently, the drainage along this section of Harris Road traverses down the existing beauty strip/edge of asphalt due to the absence of any curb and gutter, causing mud and gravel to frequently wash onto Harris Road and erode the shoulder of

the road, causing the asphalt to break apart. The project will also address pedestrian safety by adding additional separation between vehicles and pedestrians.

- The project will consist of the installation of curb and gutter, a 6' wide sidewalk, and the addition of a 2-foot beauty strip. Traffic impacts are expected during construction due to all construction being within the existing Right of Way. The new curb and gutter will extend the length of the project and a new 6-foot sidewalk with a 2-foot beauty strip will also be constructed. The installation of the curb and gutter will allow water to traverse down to the existing storm water collection structures without causing erosion and asphalt degradation. Due to the extensive erosion, safety issues have arisen because of the drop-off from the edge of asphalt. Public works crews have filled this eroded shoulder in with asphalt several times as a temporary measure for safety reasons.
- The Public Works Department prepared plans and specifications for the project and advertised for competitive bids in February 2024 and received responses on March 28th, 2024. The City received a total of 7 bids.
- The apparent low bidder, R&B Developer is an experienced contractor and has completed several other similar projects. The City reached out to several references included in R&B Developers bid submittal. Once approved, construction will begin and be completed within 300 days.

PUBLIC COMMENTS:

- There were no public comments.
 - ❖ Council Member DeRito offered a motion to award a contract for Invitation to Bid 24-016 for Harris Road Drainage Improvements to R&B Developer Inc. with funding in an amount not to exceed \$122,595.00 and with authorization for the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion passed unanimously (6-0).

G. Resolution: True North 400 Expansion of Community Improvement District

Consideration of adoption of a resolution consenting to expansion of True North 400 Community Improvement District.

- Economic Development Manager, Lance Morsell, came forward to introduce this item.
- The Board of Directors of True North 400 requests that a resolution to expand the boundaries of their District be adopted by the Alpharetta City Council. Attached is the expansion package that was recently certified by the Fulton County Tax Commissioner. The expansion of the boundaries will result in the addition of twenty-four (24) properties into the True North 400 Community Improvement District (CID).
- True North 400, Alex Battle, came forward to speak on behalf of this item.
- City Attorney, Patrick Jaugstetter, read the resolution aloud.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to adopt a resolution consenting to expansion of True North 400 Community Improvement District.
 - Council Member Mitchell seconded the motion.
 - The motion passed unanimously (6-0).

H. First Amendment to an Intergovernmental Agreement: Lease of Certain Property to Alpharetta Development Authority

Consideration of an amendment to a certain Intergovernmental Agreement dated July 20, 2021 between the City of Alpharetta and the Alpharetta Development Authority for the purpose of leasing to the Authority certain City-owned property located at 2970 Webb Bridge Road for the period July 01, 2024 through September 30, 2024, and with authorization for the Mayor to execute all necessary documents.

- Economic Development Manager, Lance Morsell, came forward to present this item.
- Presented for consideration of the Mayor and Council is an amendment to the most recent IGA continuing, under the same terms as the previous IGA, the lease of the property to the Development Authority for the period July 01, 2021 through September 30, 2024 in order to allow tenant buildout.
- Beginning in 2015, the City entered into an Intergovernmental Agreement (IGA) with the Development Authority for the purpose of leasing to the Authority certain City-owned property located at 2970 Webb Bridge Road. The Development Authority subsequently has sub-leased said property to Tech Alpharetta (known at the time of the original IGA and sublease as the Alpharetta Technology Commission) for purposes of housing the Tech Alpharetta Innovation Center and the administrative offices of that organization.
- The most recent IGA and sublease, executed in 2021, is set to expire on June 30, 2024. City of Alpharetta Public Safety has indicated a need for additional space, and, as a result, City of Alpharetta Economic Development staff has been in conversation with Tech Alpharetta Staff over the last few months about relocating to a new facility. A new facility has been identified near the current location and a lease agreement has been reached for an occupancy date of September 30, 2024.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to amend a certain Intergovernmental Agreement dated July 20, 2021, between the City of Alpharetta and the Alpharetta Development Authority for the purpose of leasing to the Authority certain City-owned property located at 2970 Webb Bridge Road for the period

of July 01, 2024 through September 30, 2024, and with authorization for the Mayor to execute all necessary documents.

- o Council Member Brady seconded the motion.
- o The motion passed unanimously (6-0).

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

REMOVED: This item has been removed from tonight's agenda and will not be discussed or considered during this meeting.

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

J. Memorandum of Understanding: Senior Services North Fulton, Inc.

Consideration of approval of a Memorandum of Understanding between Senior Services North Fulton, Inc. and the City of Alpharetta for use of the Crabapple Government Center and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Since 1997, Senior Services North Fulton, Inc. has rented the Social Hall and the Kitchen on the ground floor of the Crabapple Government Center, which is located at 12624 Broadwell Road, Alpharetta, Georgia, to operate their senior service program for the North Fulton community. Senior Services North Fulton, Inc. pay \$1,200 per year to use the social hall and kitchen area.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve a Memorandum of Understanding between Senior Services North Fulton, Inc. and the City of Alpharetta for use of the Crabapple Government Center and with authorization for the Mayor to execute all necessary documents.
 - o Council Member Mitchell seconded the motion.
 - o The motion passed unanimously (7-0).

K. PH-24-11 Unified Development Code (UDC) Text Amendments – Exceptions

SECOND READING

The first reading of the item occurred during the May 20, 2024, City Council Meeting and Public Hearing.

Consideration of text amendments to Subsection 4.5.5 of the Unified Development Code (UDC) to amend regulations pertaining to Exceptions.

- City Attorney, Patrick Jaugstetter, read the Ordinance title aloud.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion approve text amendments to Subsection 4.5.5 of the Unified Development Code (UDC) to amend regulations pertaining to Exceptions.
 - Council Member Brady seconded the motion.
 - The motion passed unanimously 6-0).

8. PUBLIC COMMENT

- There were no public comments.

9. REPORTS

- Council Member Mitchell gave a big thank you to the Alpha Loop Foundation, Kathi Cook, and Community Development Staff for the grand opening of the new section of the Alpha Loop.

10. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

11. ADJOURNMENT

- ❖ Council Member Hipes offered a motion to adjourn the meeting.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:57 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA TO ADOPT POLICIES AND PROCEDURES
REGARDING CITY COUNCIL AGENDAS**

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Alpharetta, Georgia has the power to adopt clearly reasonable ordinances, resolutions and regulations with respect to the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, the City's Charter and Code of Ordinances do not expressly provide for the method by which City Council agendas are to be prepared; and

WHEREAS, the Mayor and City Council desire to adopt policies and procedures regarding the setting of the agenda for meetings of the City Council; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

1. The City Administrator shall prepare an agenda of subjects to be presented or acted on for each meeting of the City Council. In addition to the City Administrator, agenda items may be added to a City Council agenda by: 1) the City Attorney; 2) the Mayor; or 3) any two members of the City Council.
2. **Severability.** If any portion of this Resolution or the application thereof shall be held invalid or unconstitutional, the other provisions of this Resolution shall not be affected, and thus, the provisions of this Resolution are declared severable.
3. **Repealer.** Any other Ordinances, parts of Ordinances, or regulations in conflict with any of the provisions of this Resolution are hereby repealed.
4. **Effective Date.** This Resolution shall become effective immediately upon adoption.

SO RESOLVED, this 29th day of July, 2024.

CITY OF ALPHARETTA

By: _____

Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

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 M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney



STAFF REPORT

Department: Legal

Submitted By:

Meeting Date: July 29, 2024

AGENDA ITEM:

Resolution to Condemn: 1000 Compass Pointe Crossing, Alpharetta Georgia 30005

Consideration of approval of a resolution to condemn property interest in Tax Parcel # 21 -5610-1105-028-0 (Parcel Owners: Audley Jonathan Parara and Windward Community Services Association, Inc.) of the Windward Parkway Pedestrian Bridges and Drainage Modification Project with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ALTERNATIVES:

ATTACHMENTS:

1. Resolution - ALPH - Windward Pkwy Ped Bridges & Drainage - Parcel 04
2. Order to Condemn - ALPH - Windward Pkwy Ped Bridges & Drainage - Parcel 04
3. Revised Declaration of Taking Windward Pkwy Ped Brdg P4

RESOLUTION NUMBER:



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 1000 COMPASS POINTE CROSSING, ALPHARETTA, GEORGIA 30005 (TAX PARCEL 21 561011050280) FOR RIGHT OF WAY, PERMANENT EASEMENT, AND TEMPORARY EASEMENT FOR PROPOSED WINDWARD PARKWAY PEDESTRIAN BRIDGES AND WINDWARD PARKWAY DRAINAGE MODIFICATION

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to make pedestrian bridges and drainage modifications along Windward Parkway, such road project being known as the Windward Parkway Pedestrian Bridges and Windward Parkway Drainage Modification (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through and across the property now or formerly owned by Audley Parara and Windward Community Services Association, Inc., located at 1000 Compass Pointe Crossing, Alpharetta, Georgia 30005 (Tax Parcel No.: 21 -5610-1105-028-0) within the City of Alpharetta, Georgia (reference: Project Parcel 04), as further described and shown in Exhibit "A" attached hereto and incorporated herein by this reference; and,

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through and across the foregoing property are necessary in the public interest and must be carried out expeditiously to ensure the timely completion of the Project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through and across the property located at 1000 Compass Pointe Crossing, Alpharetta, Georgia 30005 (Tax Parcel No.: 21-5610-1105-028-0) in order to ensure the timely completion of the Project Windward Parkway Pedestrian Bridges and Windward Parkway Drainage Modification. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

[CONTINUED ON THE FOLLOWING PAGE]

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SO RESOLVED this ____ day of _____, 20____.

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 M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

/s/ Patrick D. Jaugstetter
Patrick D. Jaugstetter, City Attorney

**EXHIBIT A
PARCEL 4
LEGAL DESCRIPTION
REQD RIGHT OF WAY**

DESCRIPTION OF DE60104

Running thence S 37°17'49.6" E a distance of 5.38 feet to a point 78.00 feet left of and opposite station 133+23.00 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence S 12°31'36.1" E a distance of 23.87 feet to a point 68.00 feet left of and opposite station 133+44.67 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence S 43°17'46.9" W a distance of 10.82 feet to a point 57.33 feet left of and opposite station 133+46.44 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence N 37°19'52.0" W a distance of 25.98 feet to a point 57.31 feet left of and opposite station 133+20.46 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence N 44°53'19.0" E a distance of 20.88 feet back to the point of beginning.

Containing 431.26 SF (0.010 acres) more or less.

EXHIBIT A
PARCEL 4
LEGAL DESCRIPTION
REQD EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE

DESCRIPTION OF DE70104

Running thence N 52°42'10.4" E a distance of 20.00 feet to a point 77.50 feet left of and opposite station 136+36.00 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence S 37°19'52.0" E a distance of 29.51 feet to a point 77.38 feet left of and opposite station 136+67.00 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence S 51°36'13.1" W a distance of 19.73 feet to a point 57.65 feet left of and opposite station 136+67.00 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence northwesterly 20.40 feet along the arc of a curve (said curve having a radius of 763.51 feet and a chord distance of 20.40 feet on a bearing of N 38°05'47.4" W) to the point 57.50 feet left of and opposite station 136+45.50 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence N 37°19'52.0" W a distance of 9.50 feet back to the point of beginning.

Containing 592.27 SF (0.014 acres) more or less.

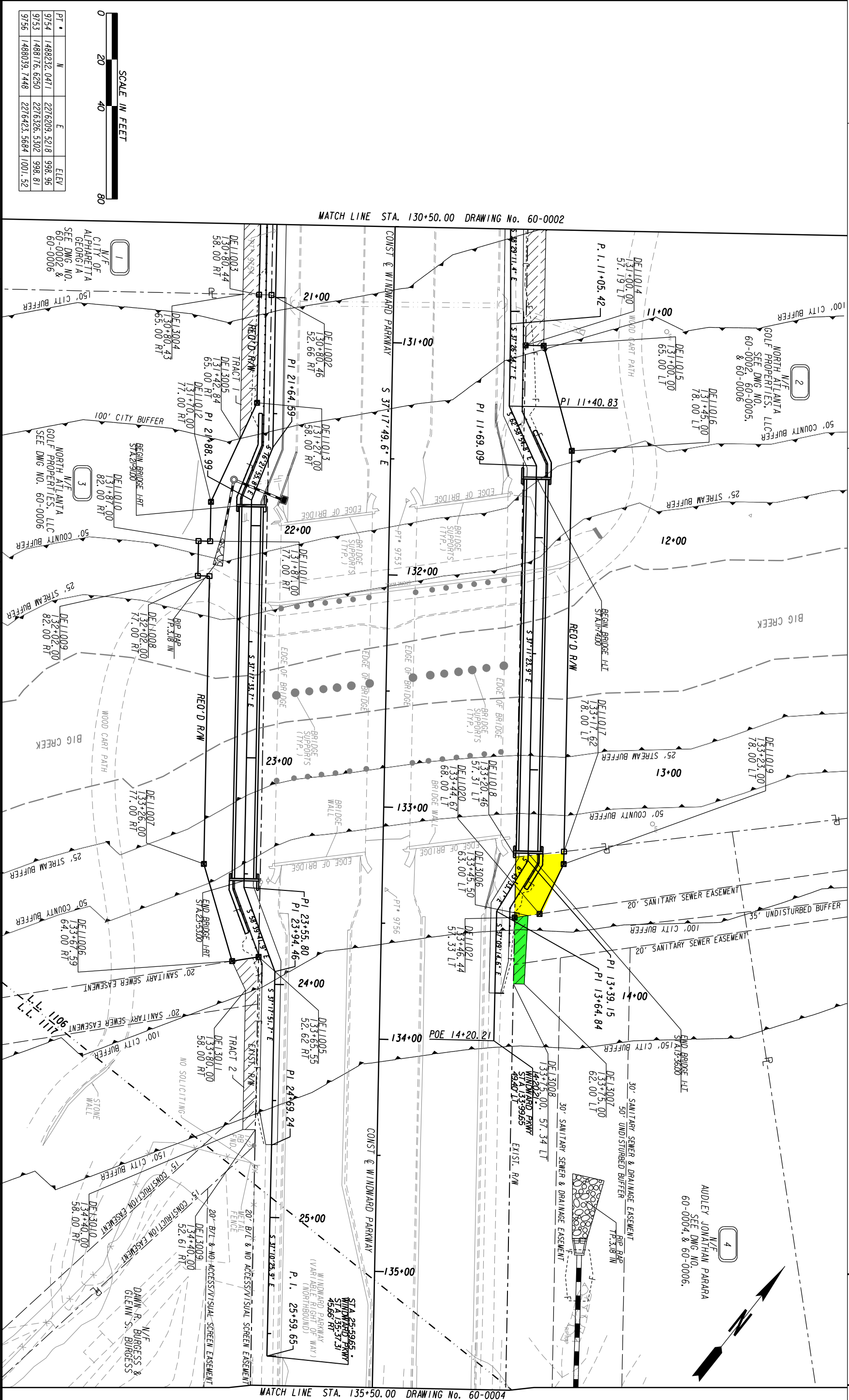
**EXHIBIT A
PARCEL 4
LEGAL DESCRIPTION
REQD TEMPORARY CONSTRUCTION EASEMENT**

DESCRIPTION OF DE80104

Running thence N 43°17'46.9" E a distance of 5.75 feet to a point 63.00 feet left of and opposite station 133+45.50 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence S 35°21'20.3" E a distance of 29.52 feet to a point 62.00 feet left of and opposite station 133+75.00 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence S 52°42'10.4" W a distance of 4.66 feet to a point 57.34 feet left of and opposite station 133+75.00 on said construction centerline laid out for WINDWARD AT BIG CREEK; thence N 37°19'52.0" W a distance of 28.56 feet back to the point of beginning.

Containing 149.74 SF (0.003 acres) more or less.

◦



pt #	N	E	ELEV
9754	1488232.0471	2276209.5218	998.96
9753	1488176.6250	2276326.5302	998.81
9756	1488039.7448	2276423.5684	1001.52

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

BEGIN LIMIT OF ACCESS.....ELA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
EXIST'G LIMIT OF ACCESS
EXIST'G LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
PCA FENCE STRUCTURE AREA

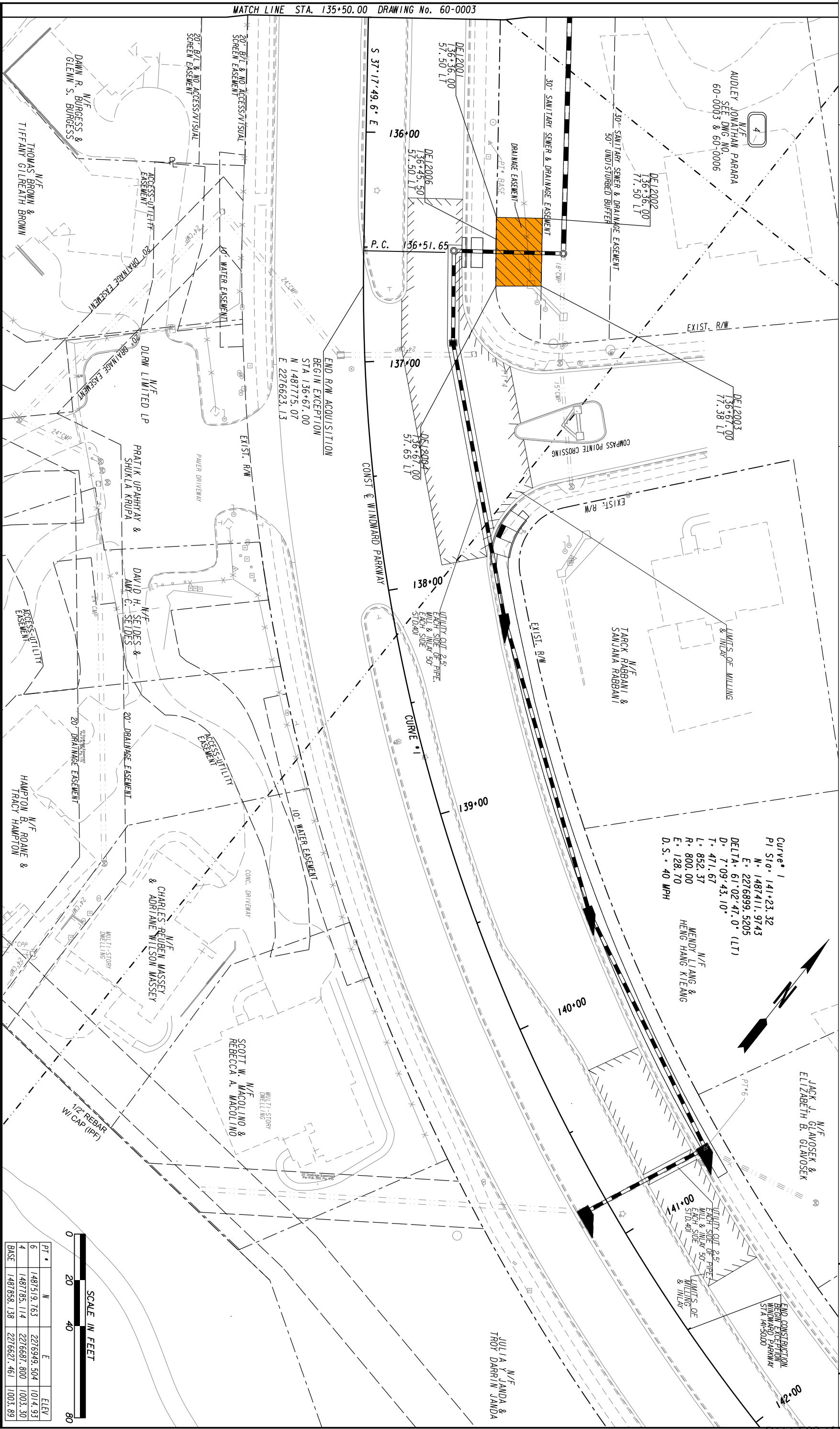
DATE	REVISIONS

DATE	REVISIONS

STATE OF GEORGIA
CITY OF ALPHARETTA
RIGHT OF WAY MAP

PROJECT NO: 22-1006
COUNTY: FULTON
LAND LOT NO: 1104, 1106, & 1117
LAND DISTRICT: N/A
GMD N/A
DATE 05/26/23 SH 3 OF

DRAWING NO.
60-0003



PROPERTY AND EXISTING R/W LINE		DATE		REVISIONS		STATE OF GEORGIA CITY OF ALPHARETTA	
REQUIRED R/W LINE	-----E-----					RIGHT OF WAY MAP PROJECT NO: 22-1006 COUNTY: FULTON LAND LOT NO: 1004, 1006 & 1117 LAND DISTRICT: N/A GMD N/A DATE 05/26/23 SH 4 OF 6	
CONSTRUCTION LIMITS	-----F-----						
EASEMENT FOR CONSTR	-----G-----						
& MAINTENANCE OF SLOPES							
EASEMENT FOR CONSTR OF SLOPES							
EASEMENT FOR CONSTR OF DRIVES							
BEGIN LIMIT OF ACCESS.....	BLA						
END LIMIT OF ACCESS.....	ELA						
EXISTING LIMIT OF ACCESS	-----ooo-----						
REQ'D LIMIT OF ACCESS	-----ooo-----						
EXISTING LIMIT OF ACCESS & R/W	-----HH-----						
REQ'D LIMIT OF ACCESS & R/W	-----HH-----						
ORANGE BARRIER FENCE	-----●-----●-----						
ESA - ENV. SENSITIVE AREA	▼-----▼						

[illegible]

**ORDER OF THE CITY OF ALPHARETTA, CITY COUNCIL TO CONDEMN
PROPERTY FOR PURPOSES OF WINDWARD PARKWAY PEDESTRIAN BRIDGES
AND WINDWARD PARKWAY DRAINAGE MODIFICATION**

WHEREAS, the City Council for the City of Alpharetta has determined that it is necessary to make pedestrian bridges and drainage modifications for the City of Alpharetta at parcel identification number 21 -5610-1105-028-0, being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking.

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights: ± 0.010 acres (431.26 square feet) of fee simple right of way; ± 0.014 acres (592.27 square feet) of permanent easement for the construction and maintenance of drainage required; and ± 149.74 square feet of temporary construction easement.

Owner(s): Audley Jonathan Parara; Windward Community Services Association, Inc.

Potentially Interested
Party(s): Mortgage Electronic Registration Systems, Inc. as nominee for Envoy Mortgage, Ltd.; Envoy Mortgage, Ltd.; Freedom Mortgage Corporation; Secretary of Housing and Urban Development; Tax Commissioner of Fulton County, Georgia; Probate Court Judge of Fulton County, Georgia.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the City Council for the City of Alpharetta that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit “A” of the Declaration of Taking

be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq.* for road, bike and pedestrian improvements.

IT IS ORDERED that the City of Alpharetta proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking by condemnation under the provisions of said Code, and that the City Attorney or its designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the City of Alpharetta City Council, this ____ day of _____ 2024.

JIM GILVIN, MAYOR
City of Alpharetta, Georgia

ATTEST:

Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

/s/ Patrick D. Jaugstetter
Patrick D. Jaugstetter, City Attorney

EXHIBIT “A”

DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit “A,” and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.*, and

WHEREAS, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit “A,” and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above referred to, a copy of the appraiser’s sworn statement being attached hereto identified as Appendix C to Exhibit “A,” and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit “A,” City of Alpharetta, Georgia estimates \$24,605.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit “A” which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit “A,” which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating,

constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

This ____ day of _____, 2024.

JIM GILVIN, MAYOR
City of Alpharetta, Georgia

ATTEST:

Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

/s/ Patrick D. Jaugstetter
Patrick D. Jaugstetter, City Attorney