Johns Creek

October 26, 2026 | **CITY COUNCIL MEETING AGENDA** | **7:00 PM**

11360 Lakefield Drive
Johns Creek, GA 30097

www.JohnsCreekGA.gov

As set forth in the Americans with Disabilities Act of 1990, the City of Johns Creek will assist citizens with special needs given proper notice (7 working days) to participate in any open meetings of the City of Johns Creek. Please contact the City Clerk's Office via telephone (678-512-3212) or email at allison.tarpley@johnscreekga.gov should you need assistance.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. MAYOR'S OPENING REMARKS

E. MINUTES

E.1. ACTION ITEM - Consideration to Approve October 5, 2026 Work Session Summary and Council Meeting Minutes
Work Session Summary
Council Meeting Minutes

F. APPROVAL OF MEETING AGENDA

G. CONSENT AGENDA

G.1. O2026-10-22 - Consideration of an Ordinance to Amend the FY27 Budget
Agenda Report
Ordinance

G.2. O2026-10-23 - Consideration of an Ordinance to Amend Section 26-3(d) Solicitor of Chapter 26 Municipal Court
Agenda Report
Ordinance Sec. 26.3(d) Solicitor - Redline
Ordinance Sec.26.3(d) Solicitor

G.3. O2026-10-24 - Consideration of an Ordinance to Amend Chapter 38 Parks and Recreation, Article V to Establish a Mobile Food Vendor Pilot Program at The Boardwalk at Town Center
Agenda Report
Mobile Food Vendor Pilot Program Ordinance

G.4. R2026-10-16 - Consideration of a Resolution to Establish Fees Related to a Mobile Food Vendor Pilot Program at the Boardwalk at Town Center
Agenda Report
Resolution

G.5. ACTION ITEM - Consideration to Approve an Engineering Contract in the Amount of $623,877 with Barge Design Solutions for the Medlock Bridge Road Trail

Agenda Report
Engineering Contract Amendment 1
Project Framework Agreement, PI 0021954
Engineering Contract
TSPLOST II Financial Update

G.6. ACTION ITEM - Consideration to Authorize the City Manager to Execute Renewals with Travelers, CFC, and Beazley for the City's Risk Insurance
Agenda Report

G.7. ACTION ITEM - Consideration to Approve a Ground Lease with Kelly Towers III for a Wireless Site at 6460 East Johns Crossing
Agenda Report

H. PRESENTATIONS

I. PUBLIC COMMENT Public Comment speakers are limited to 3 minutes per speaker for a total of 30 minutes. Those interested in providing public comment should submit a comment card to the City Clerk.

J. REPORTS

J.1. Manager's Monthly Report
Manager's Report - September 2026
FY2026 September Monthly Financial Report

K. ANNOUNCEMENTS

L. OLD BUSINESS

M. NEW BUSINESS

M.1. O2026-10-25 & O2026-10-26 - PUBLIC HEARING and Consideration of Adoption of the Fiscal Year 2026 Millage Rates for Maintenance and Operations and Parks Bond Debt Service
Agenda Report
Consolidation and Evaluation of Digest
M & O Millage Rate - 2026 PT32.1
Parks Bond Millage Rate - 2026 PT32.1
Purpose of Millage Rate and Historical Information
Ordinance for M&O Millage Rate
Ordinance for Parks Bond Millage Rate

M.2. RC-26-0003 - PUBLIC HEARING and Consideration to Issue a Metropolitan River Protection Act Certificate to Construct a New Deck within the Chattahoochee River Corridor at 9280 Riverclub Parkway
Agenda Report
Attachment 1 - MRPA Certificate Application
Attachment 2 - Site Plan
Attachment 3 - ARC Review Findings

M.3. R2026-10-17 - Consideration of a Resolution to Appoint Keisha Martin Chambless as Assistant Judge / Judge Pro Tem of the Johns Creek Municipal Court
Agenda Report
Resolution

N. OTHER BUSINESS

O. PUBLIC COMMENT Public Comment speakers are limited to 3 minutes per speaker without limit on the time for public comment. Those interested in providing public comment should submit a comment card to the City Clerk.

P. MAYOR'S COMMENTS

Q. EXECUTIVE SESSION

R. ADJOURNMENT

CITY OF JOHNS CREEK
WORK SESSION SUMMARY
October 5, 2026 at 5:00 PM
11360 Lakefield Drive, Johns Creek, GA 30097

The City of Johns Creek Mayor and Council held a Work Session on Monday, October 5, 2026 at 5:00 PM at City Hall, located at 11360 Lakefield Drive in Johns Creek, Georgia 30097. In attendance were Council Members D. Tunki, S. Skinner, B. Erramilli, C. Coughlin, L. DiBiase, and E. Elwood. Mayor Bradberry presided.

STAFF PRESENT: City Manager Kimberly Greer, Assistant City Manager Kay Love, Assistant City Manager Chris Haggard, Interim City Attorney David Davidson, Community Development Director Ben Song, Recreation and Parks Director Michael King, Public Works Director Brian O'Connor, Assistant City Clerk Jacob Dooley, and City Clerk Allison Tarpley.

Mayor Bradberry called the meeting to order and led the Pledge of Allegiance. Mayor Bradberry also clarified the Millage Rate Public Hearing dates were rescheduled to October 15 at 6:00 PM, October 26 at 11:00 AM, and October 26 at 7:00 PM as part of the Regularly Scheduled Council Meeting.

ON-GOING PROJECTS

Community Development Director Song introduced the proposed **Mobile Food Vendors Ordinance** drafted in collaboration with Recreation and Parks Director King, and discussed staff's recommendation to establish a twelve-month pilot program for mobile food vending on City property at the Boardwalk at Town Center. Director Song highlighted the key elements of the draft ordinance, including designated locations and operating hours, permitting procedures and requirements, site and public safety metrics, insurance requirements, and the prohibition of alcohol sales. Council discussed the proposed minimum liability insurance requirements for vendors, vendor parking locations, and the need for an efficient and cost-effective permitting process. Council also discussed the types of vendors that might be part of the pilot program. Recreation and Parks Director King explained that the draft ordinance was modeled after policies adopted by surrounding cities. Director King also discussed how staff will collect performance metrics to evaluate the pilot program's effectiveness for Council's review. Council reached consensus to proceed with staff's proposed ordinance for placement on the consent agenda at the next City Council meeting. Following approval of the ordinance, staff will report back to Council at the conclusion of the twelve-month pilot program to review its outcomes.

Public Works Director O'Connor presented options for the **Landscape Policy Implementation – Johns Creek Parkway**, highlighting three areas recommended by staff for enhanced landscaping. Director O'Connor explained that plants and installation could be funded using the remaining funds from the Johns Creek Parkway Corridor Improvements project or through an allocation from the Tree Fund. Council discussed the potential for future public art installations at the roundabout and the addition of enhanced landscaping along the park on Johns Creek

Parkway, ensuring that improvements would not affect future uses identified in the Town Center Master Plan. Council reached a consensus to use the remaining project funds to enhance landscaping in all areas presented by staff, while considering potential future uses. Staff will develop a landscaping plan, obtain bids, and complete the plantings during the appropriate season.

Assistant City Manager Haggard briefly overviewed options regarding **Lighting at Major Intersections** at three local high schools: Johns Creek High School, Northview High School, and Chattahoochee High School. Director Haggard noted that these schools were selected due to the concentration of student pedestrian activity, and that staff proposed two options for Council's consideration; Option 1: Install streetlights on existing utility poles and Option 2: City-Owned pedestrian lighting. Staff identified forty-nine potential new lighting locations within a quarter mile of the three high schools and an additional twenty-five lights between a quarter to half mile, for a total of seventy-four potential streetlights to be installed. Assistant City Manager Haggard provided the cost estimations for each of the proposed options, and approximate yearly utility and anticipated maintenance costs. Council discussed the need to be cognizant of residential areas where lights will be installed, if the light could be directed away from houses, and addressing lighting as part of the Comprehensive Plan. Assistant City Manager Haggard explained the types of lighting to be installed, and ways to prevent light spillover into residential areas. Council shared consensus to proceed with the installation of streetlights on existing utility poles within a one-half mile from each of the three high schools identified by staff. No further action was needed from Council, as staff will begin working with utility providers for installation.

ROUTINE BUSINESS (NON-DISCUSSION)

Insurance Renewals, FY27 Budget Amendment #1 – Fire Station #61 Renovation, Code Update for Solicitor, and Medlock Trail Engineering Contract.

EXECUTIVE SESSION

There was a motion made to adjourn to Executive Session for land, legal, or personnel matters and to reconvene in the Council Chambers.

MOTION: Chris Coughlin
SECOND: Larry DiBiase
AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.
NAYS: None
Motion carried 7-0.

Council departed Work Session to hold Executive Session. Upon entering the Council Chambers, there was a motion made to adjourn out of Executive Session.

MOTION: Bob Erramilli
SECOND: Chris Coughlin

AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.
NAYS: None
Motion carried 7-0.

Mayor Bradberry noted that one legal and five land items were discussed.

ADJOURNMENT – There being no further items on the agenda, Mayor Bradberry adjourned the Work Session.

Approved: Attest:

_____ _____

John Bradberry, Mayor Allison Tarpley, City Clerk

CITY OF JOHNS CREEK
COUNCIL MEETING MINUTES
October 5, 2026 at 7:00 PM
11360 Lakefield Drive, Johns Creek, GA 30097

A) CALL TO ORDER

B) ROLL CALL

PRESENT: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.

STAFF PRESENT: City Manager Kimberly Greer, Assistant City Manager Kay Love, Assistant City Manager Chris Haggard, Interim City Attorney David Davidson, Assistant City Clerk Jacob Dooley, and City Clerk Allison Tarpley.

C) PLEDGE OF ALLEGIANCE – Led by Parade of Stars participant, Ella Tran

D) MAYOR'S OPENING REMARKS

Mayor Bradberry shared that the Millage Rate Public Hearings have been rescheduled to October 15 at 6:00 PM and October 26 at 11:00 AM and 7:00 PM. Mayor Bradberry highlighted the following upcoming events; Johns Creek Beautification's Dig Day – October 10, Trunk or Treat – October 21, and encouraged visiting the City's website for additional events and information.

E) MINUTES

E.1. ACTION ITEM - Consideration to Approve September 14, 2026 Work Session Summary and Council Meeting Minutes

There was a motion to approve the meeting minutes as presented.

MOTION: Larry DiBiase
SECOND: Bob Erramilli
AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.
NAYS: None
Motion carried 7-0.

F) APPROVAL OF MEETING AGENDA

There was a motion to approve the meeting agenda as presented.

MOTION: Erin Elwood
SECOND: Chris Coughlin
AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.
NAYS: None
Motion carried 7-0.

G) CONSENT AGENDA

G.1. O2026-10-21 – Consideration of an Ordinance Adopting the 2027 Meeting Schedule

G.2. ACTION ITEM – Consideration to Approve an Amended Agreement with Carothers and Mitchell, LLC for Legal Services

G.3. ACTION ITEM – Approval of Annual Renewal of Employee Health and Other Benefits

There was a motion to approve the consent agenda as presented.

MOTION: Chris Coughlin
SECOND: Dilip Tunki

Council discussed health benefit savings and thanked employees for participating in health initiatives.

AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.
NAYS: None
Motion carried 7-0.

H) PRESENTATIONS – No presentations to consider.

I) PUBLIC COMMENT

Leo, provided public comment regarding meeting the Mayor.

J) REPORTS

J.1. Manager's Monthly Report

City Manager Greer remarked on the Public Safety Academy graduation, training efforts of the Police and Fire Departments, Concert at Newtown Park, Adaptive Recreation Dance, and ongoing

Park Improvements. City Manager Greer also shared that construction is behind schedule at the Jones Bridge Road at Sergent Road intersection, involving relocation of an existing utility pole, and the Buice Road bridge is scheduled to reopen as soon as possible.

City Manager Greer clarified steps for the Comprehensive Plan update, highlighting the community involvement portion. Council discussed adding additional restroom signage at the Boardwalk, signage at Newtown Park for e-bike parking, and ability to hold another Bulky Recycling Day event. Council sought information regarding sales tax projections, to which City Manager Greer shared that financials would be shared next month, but the numbers are in-line or above expectations.

K) ANNOUNCEMENTS

City Clerk Tarpley noted upcoming meetings and Council Member Tunki thanked Macy's Technology as being the Presenting Sponsor of the November 7 Diwali Festival.

L) OLD BUSINESS – No old business items to consider.

M) NEW BUSINESS – No new business items to consider.

N) OTHER BUSINESS – No other business items to consider.

O) PUBLIC COMMENT – No additional public comment.

P) MAYOR'S COMMENTS

Mayor Bradberry remarked on the efficiency of the meeting.

Q) EXECUTIVE SESSION – Executive Session not held.

R) ADJOURN

There being no further business, the meeting was adjourned.

Approved: Attest:

_____ _____

John Bradberry, Mayor Allison Tarpley, City Clerk

AGENDA REPORT

To: Honorable Mayor and City Council

From: Harpreet Hora, Finance Director

Agenda: October 26, 2026 – Council Meeting

Item: **FY2027 Budget Amendment #1**

Item Summary
The first Budget Amendment for FY2027, if approved, will provide funding in the amount of $272,000 for the Engineering/Architectural Services for Renovation of Fire Station #61.

Background
The City's Fiscal Year runs October 1 through September 30. The FY2027 Budget was adopted on September 14, 2026. Following the City's Financial Policy, Budget Amendments are considered as changes arise to maintain the accuracy of the budget.

As part of the discussion of the FY2027 Budget, one project that was unanimously supported by the Council was the proposed engineering for a renovation of Fire Station #61. Rather than allocate FY2027 funds towards the project, the Council noted that staff was closing out the construction invoices for Fire Station #63 and the project would have sufficient funding that could be allocated towards the engineering requested to begin the improvements at Fire Station #61.

Update
Staff recently closed out the completed Fire Station #63 project, and this Budget Amendment allocates $272,000 to the Fire Station #61 project.

Financial Impact
The FY2027 Budget Amendment #1 will allocate $272,000 to establish a budget in the same amount for the Fire Station #61 Renovation project in the Capital Projects Fund 301.

Recommendation
Staff recommends approval of FY2027 Budget Amendment #1 in the amount of $272,000 for the Engineering/Architectural Services for renovation of Fire Station #61.

Attachment
1. Ordinance to Amend FY2027 Budget

STATE OF GEORGIA
COUNTY OF FULTON **ORDINANCE 2026-10-XX**

AN ORDINANCE TO AMEND THE FISCAL YEAR 2027 BUDGET FOR THE CITY OF JOHNS CREEK, GEORGIA, ADOPTING REVENUES, APPROPRIATING THE EXPENDITURES

WHEREAS, a Fiscal Year 2027 Budget for each of the funds of the City was adopted by the Mayor and City Council at the Council meeting on September 14, 2026; and

WHEREAS, any increase or decrease in appropriations or revenues of any fund or for any department other than those exceptions provided for herein shall require approval of the Mayor and City Council; and

WHEREAS, as provided in Section 6.27 of the City Charter, such amendments to the Fiscal Year 2027 Budget may be made by majority vote of the Mayor and Council at any Council Meeting.

NOW, THEREFORE BE IT ORDAINED that the Capital Projects Fund Budget, shown as "Exhibit A" attached hereto and by this reference made a part of this Ordinance, shall be the City of Johns Creek's Fiscal Year 2027 Capital Projects Fund Budget; and

BE IT FURTHER ORDAINED that this Budget be and is hereby approved and that the anticipated revenues presented for the fund are adopted in the amounts shown and that the amounts shown for the fund as proposed expenditures are hereby appropriated to the Capital Projects fund; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

BE IT FURTHER ORDAINED that the City Manager or his/her designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with this Budget Ordinance.

SO ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOHNS CREEK, GEORGIA, this 26th day of October 2026.

Approved:

_____
John Bradberry, Mayor

ATTEST:

(SEAL)

_____
Alison Tarpley, City Clerk

Approved as to Form:

_____
David Davidson, City Attorney

Exhibit A
FY2027 Budget Amendment #1

Capital Projects Fund (Fund 301)

Revenues and Transfers In				
	Description	**Current**	**Increase**	**Revised**
3010000	Total Revenues and Transfers In (Use of Fund Balance)	$4,117,632	$272,000	$4,389,632

Expenditures and Transfers Out – 3019500-521200 (Professional Services), Renovation of Fire Station #61 Project, Project # FD2729				
	Description	**Current**	**Increase**	**Revised**
	Total Expenditures	$4,117,632	$272,000	$4,389,632

AGENDA REPORT

To: Honorable Mayor and City Council

From: Kay Love, Assistant City Manager

Agenda: October 26, 2026 – Council Meeting

Item: **Code Update – City Solicitor**

Item Summary

Staff recommends an amendment to the Code of Ordinances to ensure consistency between the City Charter and the Municipal Court section of the Code regarding the designation of the City Solicitor.

Background

The City Charter serves as the fundamental governing document for the City of Johns Creek. Within the Charter, Section 4.12 provides the City Council with discretionary authority, stating that the City Attorney "may be the prosecuting officer in the municipal court." This "may" provision provides the Mayor and City Council with the necessary flexibility to determine how prosecutorial responsibilities are managed. That is, the Mayor, with confirmation from the City Council, can either designate the City Attorney to this role or appoint a separate individual as needed.

However, a contradiction exists within the Code of Ordinances. Chapter 26 (Municipal Court), Section 26-3, subsection (d) Solicitor, states: "In accordance with section 4.12 of the Charter, the city attorney shall be the prosecuting officer or solicitor in the municipal court."

While the Code references the Charter, the use of the word "shall" is in conflict with the Charter wording of "may." This inconsistency limits the Mayor and City Council's ability to choose whether the City Attorney fulfills this role, potentially overriding the autonomy established by the Charter.

Update / Recommendation

To resolve this discrepancy, staff proposes amending Section 26-3, subsection (d) of the Code of Ordinances to replace the word "shall" with "may." This amendment would not change the functionality of the Municipal Court or the individuals currently appointed to serve as City Solicitor and Assistant City Solicitor. This change would align the Code of Ordinances with the authority granted in the City Charter, ensuring legal consistency and preserving the Mayor and City Council's administrative discretion.

Attachments

1. Proposed Ordinance Sec. 26-3(d)
2. Proposed Ordinance Sec. 26-3(d) - redline

Sec. 26-3. Additional personnel.

(a) *Clerk of the court.* The city manager shall have the authority to hire and fire a municipal court clerk who shall be the administrator of said court.

(b) *Police officers.* Police officers of the city police department, the county police department or the county sheriff's department, or any other law enforcement officer, may execute warrants and other writs in furtherance of the court's jurisdiction and orders.

(c) *Bailiff.* At least one city police department officer or an officer from the county sheriff's department will serve as a bailiff whenever the municipal court is in session.

(d) *Solicitor.* In accordance with section 4.12 of the Charter, the city attorney ~~shall~~may be the prosecuting officer or solicitor in the municipal court. ~~The city attorney may designate a solicitor/assistant solicitor subject to ratification by the mayor and city council.~~

(e) *Probation*. In accordance with section 26-7 of this Article, at least one probation officer will be present and available whenever the municipal court is in session.

(Ord. No. O2006-12-18, ch. 4, art. 1, § 3, 12-19-2006; Ord. No. 2025-02-06, 2-24-2025)

STATE OF GEORGIA ORDINANCE 2026-XX-XX
COUNTY OF FULTON

AN ORDINANCE TO AMEND THE CITY OF JOHNS CREEK CODE OF ORDINANCES, CHAPTER 26 – MUNICIPAL COURT, SECTION 26-3

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Johns Creek, Georgia, has the power to adopt reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens;

WHEREAS, a Municipal Court is vital to the welfare and safety of the citizens of the City of Johns Creek and all visitors passing through the City;

WHEREAS, the Council of the City of Johns Creek desires to provide consistency between its Charter and its Code of Ordinances regarding its Municipal Court;

NOW THEREFORE, the Council of the City of Johns Creek hereby ordains:

Part One: Chapter 26, Section 26-3.-Additional personnel, Subsection (d) *Solicitor* shall be deleted in its entirety and replaced with a new Chapter 26, Section 26-3, Subsection (d) *Solicitor* to read as follows:

(d) *Solicitor.* In accordance with Section 4.12 of the Charter, the city attorney may be the prosecuting officer or solicitor in the municipal court.

Part Two: If any paragraph, subparagraph, sentence, clause, phrase or any portion of this Ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of the Ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Johns Creek to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Part Three. All ordinances in conflict with the terms of this Ordinance are hereby repealed to the extent of the conflict.

Part Four. This Ordinance shall be effective when signed by the Mayor of the City of Johns Creek.

SO ORDAINED, this ___ day of _____, 2026.

Approved:

_____
John Bradberry, Mayor

ATTEST:

_____
Allison Tarpley, City Clerk
(Seal)

Approved as to Form:

_____
David B. Davidson, City Attorney

AGENDA REPORT

To: Honorable Mayor and City Council

From: Ben Song, Community Development Director
Michael King, Recreation and Parks Director

Agenda: October 26, 2026 – Council Meeting

Item: **Ordinance to Establish a Mobile Food Vendor Pilot Program at The Boardwalk at Town Center**

Item Summary
Staff is proposing a 12-month pilot program to introduce mobile food vending, including pushcarts, at The Boardwalk at Town Center.

Background
Mobile food vending on City-owned park property is currently limited to activity occurring in connection with City-sponsored or City-permitted special events; independent vending is not presently authorized at any City park, including The Boardwalk at Town Center.

The pilot program aims to evaluate the impact of independent food vending on pedestrian activity and park vibrancy. This program would be the City's first authorization of independent mobile food vending on City park property, staff has structured the ordinance as a limited, non-permanent pilot program to evaluate operational and public-safety impacts and vendor interest on a single, defined site before Council considers whether to expand mobile food vending to other City-owned property.

Analysis
The draft ordinance establishes the following framework for the pilot program:

- **Location and hours.** Vending is limited to designated vending locations as approved by the Director of Recreation and Parks, and only during the days and hours specified on the vendor's permit. No sale may be made outside the Boardwalk's posted hours, except in conjunction with a City-sponsored or City-permitted special event.
- **Permitting.** A permit is required for each mobile food vendor or pushcart. The permit is in addition to — not a substitute for — the City's occupation tax certificate, a Fulton County Board of Health permit, Fire Marshal inspection, and any other required state or federal license. Permit fees will be established by a separate resolution as part of the fee schedule for the Recreation and Parks Department.

- **Site and public-safety protections.** Vendors and pushcarts may not operate within the ADA-compliant pedestrian route, within five (5) feet of the pond or constructed wetland, or in any manner that blocks emergency vehicle access. Sound amplification or broadcasts to attract customers will be prohibited.
- **Insurance and indemnification.** Vendors must carry commercial general liability insurance and must execute an indemnity agreement in favor of the City.
- **Alcohol not authorized.** A permit issued under this article would not authorize the sale or service of alcoholic beverages from a mobile food vendor or pushcart.

Pilot Term and Review
The article and all permits issued under would be effective for a twelve (12) month pilot term from the ordinance's effective date, unless earlier suspended, terminated, or extended by the City Council. Staff will report to the Council before the pilot term expires with a recommendation on continuation, modification, or expansion; any expansion of mobile food vending to other City-owned property beyond the Boardwalk requires further Council action amending the Code.

Recommendation
Staff recommends establishing a 12-month pilot program to evaluate the impact of mobile food vending at The Boardwalk.

Attachment
Mobile Food Vendor Pilot Program Ordinance

AN ORDINANCE TO AMEND THE CITY OF JOHNS CREEK CODE OF ORDINANCES, CHAPTER 38 – PARKS AND RECREATION, BY AMENDING ARTICLE V AND ADDING A NEW ARTICLE VI TO ESTABLISH A MOBILE FOOD VENDOR PILOT PROGRAM LIMITED TO THE BOARDWALK AT TOWN CENTER; TO PROVIDE FOR DEFINITIONS, PERMITTING, STANDARDS OF OPERATION, FEES, ENFORCEMENT, AND A PILOT TERM AND REVIEW; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Johns Creek, Georgia (the "City") desires to evaluate whether mobile food vendors can safely and successfully operate on City-owned park property; and

WHEREAS, the City has identified The Boardwalk at Town Center as an appropriate location for an initial, limited pilot program in light of its size, amenities, and programming; and

WHEREAS, the City Council desires to authorize such vending on a pilot, non-permanent basis, subject to review before any expansion to other City-owned property or parks; and

WHEREAS, the City Council finds it necessary to establish standards for permitting, health and safety, insurance, hours of operation, and enforcement applicable to mobile food vendors and pushcarts operating under this pilot program; and

NOW, THEREFORE, the Mayor and Council of the City of Johns Creek hereby ordain by authority of same, as follows:

Section 1.
Chapter 38 – Parks and Recreation, of the Code of the City of Johns Creek is hereby amended by repealing and replacing Section 38-126, Article V, "Parks and Park Facilities Commercial Use Policy," as follows:

Sec. 38-126. - Prohibition of independent commercial activities at parks and park facilities.

(a) Only commercial activities which are authorized or controlled by concession or contract with the city or are part of any city-sponsored program shall be allowed in the city's parks and park facilities.
(b) Mobile food vendors as authorized under Article VI of this chapter shall be allowed as a commercial activity by permit at The Boardwalk at Town Center.
(c) Except as may be authorized under subsections (a) and (b) of this section, or an approved commercial use permit, there shall be no independent commercial activity undertaken at any city park or park facility by any individual, firm, partnership, cooperative, nonprofit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary or other group, organization or combination acting as a unit.

(d) Any person violating any of the provisions of this section shall be punished as provided in section 1-7.

Section 2.
Chapter 38 – Parks and Recreation, of the Code of the City of Johns Creek is hereby amended by adding a new Article VI, "Mobile Food Vendors," to read as follows:

ARTICLE VI. MOBILE FOOD VENDORS

Sec. 38-127. Purpose and scope.

(a) *Purpose*. The purpose of this Article is to establish a pilot program authorizing mobile food vendors to operate at The Boardwalk at Town Center on a limited, trial basis, to evaluate vendor interest, operational and public-safety impacts, and public reception before the City Council considers whether to authorize mobile food vending at other City-owned parks or property.

(b) *Limited applicability*. Notwithstanding any other provision of this Code, authorization to operate as a mobile food vendor under this Article applies only within The Boardwalk at Town Center and city-owned property adjacent to the Boardwalk, and only at vending locations designated on a site plan approved by the Director, as defined herein. This Article does not authorize mobile food vending at any other City park, on any other City-owned property, within any public right-of-way, or on private property.

(c) *Pilot term*. This article, and all permits issued under it, shall be effective for a pilot term of twelve (12) months from its effective date, unless extended, suspended, or terminated by the City Council. Not fewer than sixty (60) days before the pilot term expires, the Director shall submit a written report to the City Council evaluating the pilot program, including permit activity, complaints or incidents, and a recommendation regarding suspension, termination, continuation, modification, or expansion. Any expansion of mobile food vending to other City-owned property shall require further action of the City Council amending this Code.

Sec. 38-128. Definitions.
As used in this Article, the following terms shall have the following meanings, unless the context clearly indicates that a different meaning is intended:

City means the City of Johns Creek, Georgia.

Boardwalk Trail means the 15-foot-wide trail located within the boundary of The Boardwalk Park at Town Center, extending north to south from E. Johns Crossing to Johns Creek Parkway, and including the north pond loop and constructed wetland area to the south.

Commissary means an approved catering establishment, restaurant, commissary kitchen, or other approved place in which food, containers, or supplies are kept, handled, prepared, packaged, or stored.

Department means the City of Johns Creek Recreation and Parks Department.

Director means the Director of the Recreation and Parks Department, or his or her designee.

Mobile food vendor, also known as a "food truck," means a retail food establishment that reports to and operates from a commissary and is a motorized wheeled vehicle, or a towed wheeled vehicle, designed and equipped to serve food, operating under a permit issued pursuant to this Article.

Pushcart means a non-self-propelled vehicle limited to serving commissary-prepared or prepackaged food and non-potentially hazardous food as defined by the Georgia Department of Agriculture, unless the equipment is commercially designed and approved to handle food preparation and service. Pushcarts shall not be required to comply with mobile vehicular safety requirements.

The Boardwalk at Town Center or the Boardwalk means the City park located behind City Hall at 11362 Lakefield Drive, including its Boardwalk trail, plazas, amphitheater, terraced seating, pond and constructed wetland areas, and any expansion or successor area operated by the City under that name.

Vending location means an area within the Boardwalk specifically identified on the site plan approved by the Director as authorized for mobile food vendor and pushcart operations under this Article.

Sec. 38-129. Relationship to other City requirements.

(a) A permit issued under this Article does not substitute for, and is in addition to, any City of Johns Creek occupation tax certificate required under Chapter 50 of this Code, any Fulton County Health Department permit, and any other license or permit required by state or federal law.
(b) A permit issued under this Article does not authorize the sale, service, or consumption of alcoholic beverages. Mobile food vendors operating under this Article shall sell food and non-alcoholic beverage items only. No sales of other goods shall be allowed from a vending location allowed under this Article.
(c) To the extent this Article conflicts with the City's commercial use permit policy for independent commercial activity in City parks, this Article shall control as to mobile food vendor and pushcart activity at the Boardwalk during the pilot term.

Sec. 38-130. Prohibited conduct and requirements.

(a) Operation of a mobile food vendor or pushcart on City-owned property is prohibited, unless authorized by a City contract, mobile food vendor permit, or City-sponsored or City-permitted special event.
(b) No mobile food vendor shall conduct business or operate within the Boardwalk or City-owned property adjacent to the Boardwalk except at a vending location designated on the Director approved site plan. All mobile food vendors shall operate only during the approved days and times specified in the permit.

(c) No sale shall be made by any mobile food vendor or pushcart operator outside the days and times specified in the vendor's approved permit, except in conjunction with a City-sponsored or City-permitted special event.
(d) A pushcart shall be limited to operating within the Boardwalk trail only during the approved days and times specified in the permit.
(e) A mobile food vendor or pushcart shall not make broadcasts, sounds, or announcements to call attention to the vending unit, whether while moving within or when stationary at the Boardwalk or City-owned property adjacent to the Boardwalk, and shall at all times comply with Chapter 30 of the City Code.
(f) The permit under which a mobile food vendor or pushcart is operating must be firmly attached and visible on the mobile food vendor or pushcart at all times.
(g) Any driver of a mobile food vendor motorized vehicle must possess a valid Georgia driver's license.
(h) Mobile food vendors and pushcarts shall not be located: (1) within the accessible pedestrian route needed to maintain ADA-compliant trail width; (2) in the Boardwalk park during City-programmed events, unless the vendor is part of the event; (3) within five (5) feet of the edge of the pond or the constructed wetland; or (4) in any manner that blocks emergency vehicle access.
(i) Vending structures (i.e., food truck or pushcart) shall be attended to at all times by the operator during permitted hours of operation, and after each day, the structure must be removed from the vending location.
(j) Mobile food vendors and pushcarts shall comply with all state, federal, and local health and safety regulations and requirements, and shall obtain and maintain any and all applicable permits required by any other health, organizational, or governmental entity.
(k) Upon the filing of an application, the City may request the Fulton County Health Department investigate the facilities for storage and dispensing of food products in each vehicle or cart of the applicant. If the vehicle or cart is found unsatisfactory, the health officer shall report to the Director, and the permit shall be denied.
(l) Upon the filing of an application, the City may request the Johns Creek Fire Marshal to investigate each vehicle to determine whether it is mechanically and operationally safe. No permit shall be issued without a valid license or report from the Fire Marshal approving the vehicle for operation.

Sec. 38-131. Environmental protection.

No mobile food vendor shall discharge grease, wastewater, or ice onto the ground, into any storm drain, or into the pond or constructed wetland areas of the Boardwalk. All waste generated by a mobile food vendor's operations shall be fully contained on the vending unit and removed from the Boardwalk by the vendor for proper off-site disposal.

Sec. 38-132. Safety standards.

The following safety regulations shall apply to mobile food vendors operating under this Article:
(a) Every vehicle shall be equipped with a reverse gear signal alarm with a sound distinguishable from the surrounding noise level.

(b) Every vehicle shall be equipped with two (2) rear-vision mirrors, one (1) at each side, firmly attached to the outside of the motor vehicle, and so located as to reflect to the driver a view of the road to the rear along both sides of the vehicle.
(c) A mobile food vendor operating under this Article may sell food and non-alcoholic beverage items only.
(d) The City of Johns Creek Fire Marshal shall have the right to conduct inspection of any mobile food vendor vehicle as deemed necessary to ensure compliance with all applicable safety standards.

Sec. 38-133. Insurance and indemnity.

(a) A mobile food vendor shall maintain a liability insurance policy in an amount not less than one million dollars ($1,000,000.00). Proof of current liability insurance, issued by an insurance company authorized to do business in Georgia, protecting the mobile food vendor, the public, and the City from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit, shall be provided with the application and maintained throughout the permit term. Such insurance shall name the City as an additional insured and shall provide that the policy shall not terminate or be canceled before its expiration date without thirty (30) days advance written notice to the City.
(b) As part of the permitting process as set forth herein, any person or entity receiving a permit under this article shall execute an indemnity agreement indemnifying and releasing the City of Johns Creek, its agents, employees, and elected officials from any and all liability against any and all claims, actions, and suits of any type whatsoever arising from the permittee's operations under this Article.

Sec. 38-134. Permit required.

(a) It shall be unlawful for any person to sell, or offer for sale, food of any type from a commissary, mobile food vendor, or pushcart at the Boardwalk or City-owned property adjacent to the Boardwalk without a permit first having been granted under this Article. Further, no person shall operate as a mobile food vendor or pushcart without having first secured a valid permit for each vehicle or pushcart to be used in the operation of any such business.
(b) An application for a permit under this Article shall be submitted to the Director or his or her designee setting forth all information required hereunder and in compliance with this ordinance. The Director or his or her designee shall develop a form of application for the purpose of compliance with this Article.

1) The following information shall be provided with each application for a mobile food vendor and pushcart permit:
    i. Name and address of the vendor;
    ii. Make, model, and license plate number of the vending unit;
    iii. Business Owner contact information;
    iv. Business Operator contact information;
    v. Type of vendor (mobile food vendor or pushcart)
    vi. Copy of the approved permit from the Fulton County Health Department;

vii. Proof of a current City of Johns Creek occupation tax certificate;
viii. The requested vending location(s) and proposed days/hours of operation, consistent with a site plan submittal;
ix. Certificate of insurance meeting the requirements of Section 38-133;
x. Executed indemnity agreement; and
xi. Signature of the applicant indicating agreement to the requirements of this Article.

Sec. 38-135. Fees and term.

(a) The permit fee for each pushcart or vehicle shall be established by resolution of the City Council as part of the City's standard fee schedule.
(b) A permit issued under this Article shall not extend beyond the pilot term described in Section 38-127(c), regardless of the date of issuance, and shall automatically expire upon expiration, suspension, or earlier termination of the pilot program.

Sec. 38-136. Revocation; appeal.

(a) The City shall have the right to revoke or suspend any permit granted under this Article.
(b) Permits issued under this Article may be revoked or suspended by the Director for any of the following reasons:
    1) Fraudulently obtaining the permit by willfully giving false information on any substantial matter in the application;
    2) Violating any provision of this Article or any other applicable City, state, or federal law relating to mobile food vending; or
    3) Conducting business under the permit in an unlawful manner or in a manner constituting a breach of the peace or a menace to public health, safety, or general welfare.
(c) Any revocation or suspension of a permit under this Article shall be reduced to writing, with reason(s) provided supporting the revocation or suspension. A copy of the written decision shall be provided to the permit holder within five (5) days of the decision. The written decision shall be mailed to the permit holder at the address provided in the application for the permit.
(d) Any person aggrieved by revocation or suspension of a permit by the Director may appeal to the City Manager, or the City Manager's designee, within ten (10) days after a copy of the written decision of such revocation or suspension is mailed to the permit holder.

Sec. 38-137. Penalty for violation of Article.

Any person, firm, or corporation violating any provision of this Article shall be subject to the general penalty provided in Section 1-7 of this Code, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 3.

All ordinances, resolutions, or parts thereof in conflict with this ordinance are hereby repealed only to the extent of such conflict. Except as specifically amended herein, all other sections and provisions of the City Code shall remain in full force and effect.

Section 4.
If any section, article, paragraph, sentence, clause, phrase, or word of this ordinance, or its application to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council hereby declares it would have passed the remaining portions despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5.
This ordinance shall become effective upon adoption and shall expire automatically at the end of the pilot term described in Section 38-127(c) unless extended or made permanent by subsequent Council action.

SO ORDAINED, this _____ day of _____, 2026.

Approved:

_____
John Bradberry, Mayor

ATTEST:

_____
Allison Tarpley, City Clerk

(Seal)

Approved as to Form:

_____
David Davidson, City Attorney

AGENDA REPORT

To: Honorable Mayor and City Council

From: Michael King, Recreation and Parks Director

Date: October 26, 2026 – Council Meeting

Item: **Mobile Food Vendor Permit Fees for Pilot Program at The Boardwalk at Town Center**

Item Summary

Staff is proposing to amend the Recreation and Parks Fee Schedule to add permit fees for Mobile Food Vendors that apply for the mobile food vending pilot program at The Boardwalk at Town Center.

Background

Mobile food vending on City-owned park property is currently limited to activity occurring in connection with City-sponsored or City-permitted special events; independent vending is not presently authorized at any City park, including The Boardwalk at Town Center.

The pilot program aims to evaluate the impact of independent food vending on pedestrian activity and park vibrancy. This program would be the City's first authorization of independent mobile food vending on City park property, staff has structured the ordinance as a limited, non-permanent pilot program to evaluate operational and public-safety impacts and vendor interest on a single, defined site before Council considers whether to expand mobile food vending to other City-owned property.

The proposed ordinance to establish a mobile food vendor pilot program at The Boardwalk at Town Center states that the permit fee for each pushcart or vehicle shall be established by resolution of the City Council as part of the City's standard fee schedule.

Recommendation

Staff recommends amending the Recreation and Parks fees to add a permit fee of $50 per quarter for Mobile Food Vendors during the pilot program at The Boardwalk at Town Center.

Next Steps

Pending Council direction, the fees would be changed in the existing Recreation and Parks Fee Schedule which previously established Commercial Use Permit Fees for activities within parks.

STATE OF GEORGIA **RESOLUTION 2026-10-XX**
COUNTY OF FULTON

A RESOLUTION AMENDING THE RECREATION AND PARKS FEE SCHEDULE TO ALLOW FOR THE RENTAL OF AREAS OF THE BOARDWALK AT TOWN CENTER

WHEREAS, Section 6.15 of the Charter of the City of Johns Creek authorizes the City to assess and collect fees for services provided by the City, including but not limited to Recreation and Parks services; and

WHEREAS, the City established fees for special events by Resolution 2006-12-33; and

WHEREAS, through Resolutions 2011-02-09, 2015-03-08, 2020-08-27, 2016-02-02, 2017-11-24, 2018-04-12, 2022-03-24, 2023-06-13, the City established various rental rates for fields, courts, other park facilities, rental related incidental fees, and single table rentals at City events; and

WHEREAS, through Resolution 2023-08-08, the City consolidated the previously adopted fees for Recreation and Park services and rentals of park facilities, equipment, incidentals, and single table rentals at City events, amended the established fees for special events and established fees for 5K races and events; and

WHEREAS, through Resolution 2024-02-01 the City established Commercial Use Permit Fees for commercial activity in City parks; and

WHEREAS, through Resolution 2025-04-12 the City amended the 5K race fees for Johns Creek school-based booster clubs; and

WHEREAS, through Resolution 2026-05-09 the City established fees to allow the rental of certain areas of the Boardwalk at Town Center; and

WHEREAS, in 2026 the City desires to establish Mobile Food Vendor permit fees for Pilot Program at The Boardwalk at Town Center.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council for the City of Johns Creek that the following Recreation and Park Fees are hereby adopted:

Section 1. Fields, Courts, and Smaller Structure Rentals.

Baseball/Softball Field	$45.00/hour
Basketball Court	$20.00/hour
Cricket Batting Cage	$20.00/hour
Cricket Pitch – Adult (Cauley Creek Park)	$90.00/hour
Cricket Pitch - Youth (Shakerag Park)	$45.00/hour
Field Lights	$25.00/hour
Futsal Court	$20.00/hour

Multipurpose (Natural Grass) Field $45.00/hour
Multipurpose Synthetic Turf Athletic Field* $75.00/hour
Newtown Clubhouse* $30.00/hour
Pavilion - large* $30.00/hour
Pavilion - small* $15.00/hour
Pickleball Court $5.00/hour
Sand Volleyball Court..... $30.00/hour
Tennis Court*..... $5.00/hour
* = requires a 2-hour minimum rental

NOTE – Effective June 1, 2011, if the registrant is a non-resident of the City of Johns Creek, an additional fee equivalent to fifty percent (50%) of the applicable fee provided above will be assessed in accordance with the City's Recreation and Parks Non-Resident Fee Policy.

Section 2. Special Events and 5K Events.

Application Fee.....$200/application

Permit Fees by Type of Event	Anticipated Attendance	Resident or Johns Creek-based Non-Profit	Non-Resident or For-Profit / Commercial Organizations	Johns Creek school based registered Booster Club
Special Event: Tier 1	Up to 150	$250	$375	$250
Special Event: Tier 2	Between 151 – 300	$500	$750	$500
Special Event: Tier 3	Between 301 – 500	$1,000	$1,500	$1,000
Special Event: Tier 4	Between 501 – 1,000	$2,000	$3,000	$2,000
Special Event: Tier 5	More than 1,000	$5,000	$7,500	$5,000
5K at Cauley Creek	n/a	$2,000	$3,000	$1,000
5K at Newtown Park	n/a	$3,000	$4,500	$1,500

NOTE – Special Event Permit fees assume a 4-hour maximum event time. Any additional hours beyond 4 hours (including setup/breakdown by applicant) will be assessed as a prorated additional permit fee.

Section 3. Special Event Incidentals.

Damage Deposit $500/event
Park Supervisor $50/hour
Park Attendant $60/hour
Police Officer (presence, crowd control, safety, etc.)..... $65/hour
Police Officer (traffic control, direction) $75/hour
Folding Chairs $1/chair
72" Round Table $10/table
8-foot Table $8/table
6-foot Table $6/table

Podium $10/day
Portable Sound System $100/day
Amphitheater In-house Sound System $500/day
Amphitheater Backstage Storage/Green Room/Private Restrooms $100/day
Boardwalk In-house Sound System.....$500/day
Boardwalk Green Room/Private Restrooms.....$100/day

Section 4. Single Table Rental at City Events. The City of Johns Creek shall allow for the rental of single tables at City Events as follows:

Residents - Single Table Rental at City Event $200/table
Non-residents - Single Table Rental at City Event $300/table

Section 5. Mark Burkhalter Amphitheater Base Rental Fee. The City of Johns Creek shall rent the Mark Burkhalter Amphitheater to Johns Creek residents, Johns Creek nonprofits (defined as those licensed in Johns Creek), and other Johns Creek organizations or businesses (defined as those licensed in Johns Creek) as follows:

Amphitheater* $100/hour
* = requires a 2-hour minimum rental

The City of Johns Creek shall rent the Mark Burkhalter Amphitheater to non-residents (individuals), nonprofits (defined as those without a Johns Creek business license), organizations and businesses (defined as those without a Johns Creek business license) as follows:

Amphitheater (individuals and nonprofits)*..... $150/hour
Amphitheater (for-profit and commercial)* $200/hour
* = requires a 2-hour minimum rental

Section 6. Use Rules and Regulations. The rental and use of the Mark Burkhalter Amphitheater shall be governed by such Usage Rules and Regulations promulgated by the Johns Creek Recreation and Parks Department.

Section 7. The Boardwalk at Town Center Base Rental Fee. The City of Johns Creek shall allow for rent three specific areas of The Boardwalk at Town Center: (1) the Bandshell, (2) the West Overlook, and (3) the North Overlook to Johns Creek residents, Johns Creek nonprofits (defined as those licensed in Johns Creek), and other Johns Creek organizations or businesses (defined as those licensed in Johns Creek) as follows:

Bandshell* $100/hour
West Overlook* $100/hour
North Overlook* $100/hour
* = requires a 2-hour minimum rental

The City of Johns Creek shall allow for rent three specific areas of The Boardwalk at Town Center: (1) the Bandshell, (2) the West Overlook, and (3) the North Overlook to non-residents

(individuals), nonprofits (defined as those without a Johns Creek business license), organizations and businesses (defined as those without a Johns Creek business license) as follows:

Bandshell (individuals and nonprofits)* $150/hour
West Overlook (individuals and nonprofits)* $150/hour
North Overlook (individuals and nonprofits)* $150/hour
Bandshell (for-profit and commercial)* $200/hour
West Overlook (for-profit and commercial)* $200/hour
North Overlook (for-profit and commercial)* $200/hour
* = requires a 2-hour minimum rental

Section 8. Use Rules and Regulations. The rental and use of The Boardwalk at Town Center park's rentable spaces shall be governed by such Usage Rules and Regulations promulgated by the Johns Creek Recreation and Parks Department.

Section 9. Commercial Use Permit Fees. The City of Johns Creek shall issue Commercial Use Permits for applicable activities within parks according to the Commercial Use Permit Policy managed by the City of Johns Creek Recreation and Parks Department, as follows:

Anticipated Attendance (all sessions combined – per quarter)	Permit Fee
1-25	$50
26-50	$100
51-100	$150
+100	$250

Mobile Food Vendors	Permit Fee
Pilot Program at Boardwalk at Town Center	$50 (per quarter)

Section 10. Repeal of Conflicting Resolutions. Any part of any prior resolutions in conflict with the terms of this Resolution are hereby repealed to the extent of the conflict, but it is hereby provided, that any resolution, ordinance, or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose, and provisions hereof, is hereby adopted as a part hereof and shall be legally construed to be in favor of upholding this Resolution on behalf of the City of Johns Creek.

Section 11. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court, or competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid, or the application of the Resolution to other circumstances no so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Johns Creek to provide for separate

and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 12. Effective Date. This Resolution shall be effective from the date of adoption by the City Council.

SO RESOLVED, this _____ day of _____, 2026.

Approved:

_____
John Bradberry, Mayor

Attest:

_____
Allison Tarpley, City Clerk

Approved as to Form:

_____
David Davidson, Interim City Attorney

(City Seal)

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Brian O'Connor, Public Works Director

Date: October 26, 2026 – Council Meeting

Item: **Medlock Bridge Road Trail – Engineering Contract**

Item Summary

Staff recommends authorizing full engineering for a trail on Medlock Bridge Road (between the Chattahoochee River and Bobby Jones Drive) and the associated contract amendment with Barge Design Solutions. The proposed work can be funded between a GDOT grant previously awarded and allocating funding from the TSPLOST II bike/pedestrian improvement category.

Background

Since incorporation in 2006, Johns Creek has prioritized sidewalk and trail connections. The gap at the top of the current Multi-Modal Policy and associated matrix of missing sidewalk and trail connections is a section along Medlock Bridge Road between the Chattahoochee River and Bobby Jones Drive (at the Atlanta Athletic Club).



At the June 1, 2026 meeting, the Council approved a Project Framework Agreement with the Georgia Department of Transportation (GDOT), accepted a $400,000 grant from GDOT, allocated the needed $100,000 match from TSPLOST II (bike/pedestrian category), and approved an agreement with Barge Design Solutions for the concept development including preliminary environmental studies and traffic analysis to start the Medlock Bridge trail between the Chattahoochee River and Bobby Jones Drive.

Update

The concept development phase is nearing completion. To keep the project moving, staff negotiated a contract amendment with Barge Design Solutions for full engineering.

Financial Impacts

Funding for the Medlock Bridge Road Trail project is tracked within the TSPLOST II Bike/Pedestrian Improvements category (TS0250). The total cost of the trail is estimated to be $3.25M. As mentioned above, the City has already been successful in securing the first $400,000 of GDOT grant funding.

Medlock Bridge Trail (Chattahoochee to Bobby Jones)	Date	Costs	Funding	Balance
GDOT Grant	6/1/26		$400,000	$400,000
Match for Grant - TSPLOST II Funds	6/1/26		$100,000	$100,000
Concept Engineering and Initial Studies	6/1/26	$143,312		$356,688
TSPLOST II funds	Proposed		$267,189	$623,877
Medlock Bridge Road Trail – Engineering	Proposed	$623,877		$0

The proposed full engineering scope, in the amount of $623,877, includes survey, final engineering design, preparation of construction plans, environmental documentation support, utility coordination, right-of-way plans, and other activities necessary to prepare the project for construction.

Recommendation
Staff recommends allocating the funds needed for full engineering from available TSPLOST II funds. Past successes have shown that projects with engineering completed are more likely to be awarded grant funding for right-of-way and/or construction.

Next Steps
Following Council authorization, staff will execute the contract amendment and proceed with engineering. Staff will continue coordinating with GDOT, ARC, and federal agencies to pursue additional funding opportunities for right-of-way and construction.

Attachments
1. Engineering Contract Amendment 1
2. Project Framework Agreement, PI 0021594
3. Engineering Contract
4. TSPLOST II Financial Update

The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Project Understanding, Assumptions, and Exclusions
IV. Time of Performance
V. Client's Responsibilities
VI. Deliverables
VII. Compensation
VIII. Attachment Summary

I. Project Description

Barge Design Solutions, Inc. (Barge) will provide engineering design services (Preliminary Plans Thru Final Construction Plans) for proposed trail extension along Medlock Bridge Road/SR 141 (Project) within the City of Johns Creek, Georgia (Client). As shown on Attachment A, the project limits are from the Chattahoochee River to Bobby Jones Drive, for a distance of approximately 0.7 miles. The shared-use path/trail will extend along the West shoulder of Medlock Bridge Road from the park entrance at Bobby Jones Dr. to the bridge at the Chattahoochee River.

II. Scope of Services

Barge proposes the Scope of Services listed below. Please note that details and key assumptions are provided in the separate GDOT scope template submitted as Attachment B and the Cost Estimate Spreadsheet (Attachment C) to this scope.

III. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. The project will have GDOT oversight and will be full GDOT PDP.
2. All deliverables will be reviewed by GDOT SMEs.
3. GDOT will provide a P6 schedule for the project.
4. Barge will have access to the site and adjoining areas, as required.
5. No traffic studies will be performed outside of the traffic scope defined in attachments B & C.
6. Design will be phased.
7. Design fee is based upon the delineated area (Attachment A), as described by the Client and as defined in scoping layouts. Modification or changes to the project area may require additional services, depending upon the scope and timing of changes.

8. In providing opinions of probable construction cost (OPCC), the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's construction cost estimates are made on the basis of Barge's professional judgment and experience; as well as GDOT item bids as calculated in AASHTOWare. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's estimate.
9. Design criteria will be driven by the current posted speed limit of 55 mph on SR 141/Medlock Bridge Road) until it is confirmed the speed limit can be lowered to 45 mph. Efforts will be made to minimize the project's overall footprint and costs by applying the full flexibility allowed by the AASHTO Green Book, GDOT Pedestrian & Streetscape Guide, and other federal, state and local design policies and guidelines, as applicable.
10. No additional lanes will be incorporated in the project design.
11. No proposed modifications to the bridge will be included in this scope; design will tie into existing shoulder configuration prior to the bridge over the Chattahoochee River.
12. No environmental study will be needed for the Bridge or roadway south of the Chattahoochee River.
13. Bidding phase services including development of bid book are not included.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Additional field surveying (i.e., beyond the scoped Survey boundary)
2. Subsurface Utility Engineering (SUE) services
3. Soil surveys & wall foundation investigations (WFI)
4. Retaining Wall Design and profiles.
5. Utility relocation design and/or cost estimating services
6. Right-of-way acquisition cost estimates
7. Additional preliminary & final design alternate.
8. Field visit for ARDVRq.
9. Ecology Field visit for PSSRs and ARDVRq updates/reevaluations.
10. Buffer Variance Application.
11. Section 404 Permit Application.
12. Site visits for Protected Species Survey.
13. Protected Species Report.
14. Phase II ESA.
15. Potholing
16. Design Variances.

IV. Time of Performance

Barge is prepared to begin work within one week upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following milestone schedule, assuming an overall duration of approximately twenty six (33) months from NTP to completion of all services in this task order.

Tasks	Duration	Estimated Delivery
Preliminary Design & Plans	7 months	13 months after NTP
ROW Plans	3 months	18 months after NTP
Final Design & Plans	5 months	22 months after NTP
Final Construction Plans for Bidding	6 months	28 months after NTP
Let Project	5 months	33 months after NTP

V. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
B. Provide review comments in a timely manner.
C. Provide single point of contact for project coordination purposes.
D. Provide previous plans or studies, as may be available and relevant to the project.
E. Provide aerial photography, contours, pipe networks, property mapping and other pertinent information as may be available through the Client's GIS resources.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. An inclusive list of deliverables can be found in **attachment B**.

VII. Compensation

Barge proposes to complete the scope of work as defined in the tasks above for a Lump Sum Fee. A detailed fee estimate (Attachment C) is attached for your review, and includes a listing of anticipated tasks, estimated hours by staff classification, and supporting assumptions. We understand these services will be provided through a service agreement contract with the City of Johns Creek.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Survey and Database Preparation	Lump Sum	$123,823
B. Concept (Environmental Resource ID)	Lump Sum	$ 98,547
C. Environmental Documentation	Lump Sum	$77,954
D. Preliminary Engineering	Lump Sum	$142,841
E. Right of Way Plans	Lump Sum	$27,086
F. Final Plans	Lump Sum	$93,626
G. Additional Services	Lump Sum	$60,000
TOTAL	Lump Sum	$623,877

VIII. Attachment Summary

A. Scoping Layout
B. GDOT Scope Document
C. Detailed Fee Estimate

ATTACHMENT A



I. TASK ORDER DESCRIPTION:

The purpose of this task order is to provide field survey and database enhancements, preliminary plans, utility plans, hydraulic and hydrological studies, traffic projections, and right-of-way estimate and plans, final construction plans, geotechnical investigations and reports, and environmental permitting for GDOT project PI 0021594. All deliverables shall be in accordance with the current edition of the GDOT Plan Development Process (PDP), Plan Presentation Guide (PPG), Electronic Data Guidelines (EDG), GDOT Design Policy Manual, Environmental Procedures Manual (EPM), and the GDOT Survey Manual.

II. SCOPE OF SERVICES:

The Consultant shall provide:

A. Complete GDOT- accepted **Bentley OpenRoads Designer Connect Edition** database for **PI 0021594.**

1. Collect all areas inside the field survey limits (Per GDOT Survey Manual or as provided). Collect all information required in the GDOT Survey Manual to include but not limited to: Pavement, above ground utilities, property, drainage, driveways, buildings, walls, signs and pavement markings, trees over 12-inch caliper.
2. Perform 404 permit surveys if necessary.
3. Septic Tank Research to determine if parcels are on septic or sewer
4. Collect pipe conditions for all cross drains.
5. Collect any monitoring wells on the project.
6. Research property and ROW plans for the property database.
7. Field tie all front property corners and ROW markers as possible. If back property corners can be tied with minimum effort, tie these as well.
8. Perform property resolution holding to as many property corners as possible using professional judgement.
9. Perform Survey data processing to meet GDOT guidelines.

***All work shall meet the guidelines of the Department's survey manual and the Bentley OpenRoads Designer Connect Edition and Data Processing guidelines as of the NTP date of this task order.**

B. Attend Project Meetings: The Consultant shall prepare for, attend and write meeting minutes for Coordination and Team Meetings for the life of this contract including monthly status meetings with City of Johns Creek and GDOT.

C. Provide Environmental Documentation and Required Studies (all project phases)

1. Mail Property Letters to owners (approved letters to be provided by the Department)
2. Activities necessary to Plan, Attend, and Document two (2) Stakeholder meetings.
3. Survey for Parks, Land Use, Farmland, Communities/Community Resources, USTs, Cemeteries
4. Ecology- Field Survey and Resources Survey Report
5. Ecology- Assessment of Effects Report
6. NEPA Management including Early Coordination, Project Meetings, Meeting Notes, Schedule Updates
7. Provide TPRO and P6 updates Once a Month.
8. Prepare for, Attend, Prepare Minutes for Project Meetings
9. Preparation and Attendance for A3M
10. Assess Impacts to Land Use, Parks, Communities, Community Resources, Cemeteries, Farmlands, USTs
11. Prepare Programmatic Categorical Exclusion (PCE)
12. Historic Resource Survey and report
13. Conduct Archaeology Survey and Prepare Phase I Archaeology Report
14. Cultural Resources Assessment of Effects (AOE)
15. Type III Noise Screening Report
16. Air survey and report.
17. Preparation for and attendance of Preliminary Field Plan Review (PFPR) including:
    a. Review Environmental Resource Impact Table (ERIT) provided by Design and other materials including plans and Report for Field Plan Review
    b. Coordination with OES and Consultant SMEs on PFPR Form
    c. Prepare and update ECT
    d. Attend Field Plan Review.
    e. Review PFPR Report and provide written responses to any environmental comments.
18. Ecology – Addendum to the Ecology Resources Survey and Assessment of Effects Report (ERS-AOER)

19. Prepare reevaluation memo for archaeology
20. Prepare reevaluation memo for history
21. Prepare air and noise reevaluation memo
22. Prepare NEPA Reevaluation (CatEx) for LET
23. Preparation for and attendance of Final Field Plan Review (FFPR) including:
24. Prepare Environmental Resource Impact Table (ERIT) and other materials for Field Plan Review including FFPR form.
25. Attend Field Plan Review.
26. Review FFPR Report and provide written responses to any environmental comments.

D. Provide Preliminary Design Plans:

1. Complete Preliminary Plans per current PFPR Checklist, including but not limited to:

    a. Preliminary Signing and Marking Plans
    b. Preliminary Traffic Signal Plans, 1 intersection
    c. Preliminary ESPCP
    d. Preliminary Utility Plans
    e. Submit 1st Utility Submission
    f. Preliminary Staging Plans
    g. Drainage Design and Drainage Profiles/Cross Sections
    h. Driveway Locations
    i. Intersection Sight Distance (ISD) Studies
    j. Provide pavement design submission using GDOT recommended soil parameters for the county

2. Prepare intersection sight distance study
3. MS4 report and documentation in City of Johns Creek format
4. 30% Preliminary Plans submission, Including responding to comments.
5. A3M Meeting participation
6. Constructability Coordination with District – Waive Meeting
7. Cost Estimation per milestones and annual updates in AASHTOware, per GDOT Policy 3A-9.
8. Quality Assurance/Quality Control Reviews
9. Prepare and Submit for Approval three (3) Design Variances/Exceptions.
10. PFPR participation, report, and responses (all plans sets and other information requested by Engineering Services)
11. Prepare for and attend Preliminary Relocation Team Meeting
12. Prepare PFPR Comment Responses
13. Corrected PFPR plans

E. Provide Right-of-Way Plans:

1. Revise plans and deliver final GDOT approved Right-of-Way plans.
2. Provide Right-of-Way revisions during acquisition.
3. Provide Location and design approval report.
4. Prepare Staking and Deed data
5. ROW and easement staking (assume one [1] time).
6. Prepare for and attend property owner meeting

F. Provide Final Construction Plans

1. Provide (2nd) submission utility coordination and plans, including all plan sets needed for distribution to utility owners.
2. Provide complete FFPR request package including all items listed on the latest FFPR checklist and all the construction plan sets required for distribution per the GDOT standard distribution list.
3. Provide completed latest FFPR checklist.
4. Finalize Drainage Design and Drainage Profile/Cross Sections
5. Finalize Utility Plans
6. Finalize Signing and Marking Plans
7. Finalize Signal Plans
8. Finalize roadway plans
9. Finalize earthwork
10. Update construction cost in AASHTOWare per milestones and annual updates. Per GDOT Policy 3A-9.

11. Attend FFPR meeting.
12. Provide responses to comments included in the FFPR report.
13. Prepare and submit corrected FFPR plans.
14. Prepare and submit final design data book
15. Prepare and submit final construction plans per designer's checklist for Final Plans Submittal, including all plan sets needed for distribution per the GDOT standard distribution list.
16. Address comments from EPD on Erosion Control Plans
17. Prepare amendments and revisions (as needed)

G. Provide Geotechnical Services:

1. Limited Phase I Environmental Site Assessment

H. Provide Programmatic Cost Estimate Updates per GDOT Policy 3A-9:

1. Provide milestone and annual construction cost estimate update prepared in AASHTOWare estimating program.
2. Provide environmental mitigation cost estimate, as coordinated with GDOT's Office of Environmental Services, during Concept Development.

I. Provide Plans, Specifications and Estimates (PS&E):

1. Provide Plans, Specifications, and Estimate (PS&E) plans to the Department's PM for review and approval by Construction Bidding Administration including revisions, changes and amendments until project letting.

J. Prepare and Submit Signal Permit:

1. Prepare and submit signal permit through GPAS for one intersection.

III. ADDITIONAL SERVICES:

1. Additional field surveying (i.e., beyond the scoped Survey boundary)
2. Subsurface Utility Engineering (SUE) services
3. Soil surveys & wall foundation investigations (WFI)
4. Retaining Wall Design and profiles.
5. Utility relocation design and/or cost estimating services
6. Right-of-way acquisition cost estimates
7. Additional preliminary & final design alternate.
8. Field visit for ARDVRq.
9. Ecology Field visit for PSSRs and ARDVRq updates/reevaluations.
10. Buffer Variance Application.
11. Section 404 Permit Application.
12. Site visits for Protected Species Survey.
13. Protected Species Report.
14. Phase II ESA.
15. Potholing.
16. Design Variances.

IV. AVAILABLE INFORMATION:

The City shall provide the following:

A. Approved Project Schedule milestone target dates
B. ROW Acquisition Services
C. ROW Cost Estimates
D. Utility Coordination Services
E. Utility Cost Estimates

V. DELIVERABLES:

The following items shall be completed by the Consultant and delivered to the Department during the term of this task order as specified by the GDOT Project Manager:

A. GDOT Approved Traffic Data in Tabular Chart Format.
B. GDOT-Accepted OpenRoads Survey Database.
C. GDOT-Accepted Survey Control Package.
D. GDOT-Accepted Phase 1 Environmental Site Assessment Report.
E. GDOT Approved Type III Noise Screening Report
F. GDOT Approved Air Quality Impact Assessment.
G. GDOT Approved Ecology Resource Survey Report
H. GDOT Approved Ecology Assessment of Effects Report
I. GDOT Approved Archaeology Management Summary.
J. SHPO Concurred Archaeology Phase I Report.
K. SHPO Concurred History Survey Report.
L. SHPO Concurred Cultural Resources Assessment of Effects (AOE)
M. GDOT Approved Programmatic Categorical Exclusion (PCE) including Environmental Commitments Table.
N. Early coordination letters.
O. Transmittal letters for all reports and application packages.
P. All documents and reviews for Field Plan Reviews.
Q. Electronic copy of each final report and NEPA document in Word and .pdf format.
R. Monthly Project Status Reports.
S. P6 and TPro Updates
T. Meeting Minutes
U. Electronic copy of each final report in Word and PDF format.
V. Transmittal letters for all reports and application packages.
W. Stakeholder Meeting Materials (advertisement, handout, synopsis, summary of comments, response letter).
X. GDOT Approved Location and Design Report
Y. Layouts for A3M Meetings
Z. Preliminary Plans to be utilized for Environmental Technical Studies and First Utility Submission
AA. Complete Preliminary Field Plan Review (PFPR) Package per current PFPR Checklist.
BB. QC/QA letter with PFPR Package Submission and Mark-ups
CC. Milestone and annual Cost Estimate Updates in AASHTOWare Estimator GDOT per policy 3A-9
DD. Accepted Responses to PFPR comments.
EE. Corrected PFPR plans
FF. GDOT Approved Right-of-Way Plans.
GG. Right-of-Way plan revisions during right-of-way acquisitions
HH. Ecology Addendum to the ERS-AOER
II. Archaeology Reevaluation Memo
JJ. History Reevaluation Memo
KK. Air and Noise Reevaluation Memo
LL. NEPA Reevaluation and updates to Environmental Commitments Table.
MM. Environmental Resources Impact Table (ERIT)
NN. Transmittal letters for all reports and application packages.
OO. All documents and reviews for Field Plan Reviews including FFPR Comment Form.
PP. Electronic copy of each final report and NEPA document in Word and .pdf format.
QQ. Approved Final Plans; includes but not limited to:
    1. Approved FFPR package per latest FFPR Checklist
    2. QC/QA letter with FFPR submission and markups
    3. Corrected FFPR plans
    4. Accepted FFPR responses
    5. 2nd submission utility plans
    6. Updated construction cost estimate per milestones and annual update. Per GDOT Policy 3A-9.
    7. Design Data Book
    8. Final Construction Plans per latest Designer's Checklist for Final Plans Submittal
RR. PS&E package
SS. Signal permit package through GPAS.
TT. Special Provisions, as needed.
UU. Meeting minutes.
VV. EPD Approved Erosion Control Plans
WW. Approved MS4 report and documentation in City of Johns Creek format

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PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF JOHNS CREEK
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

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

☒ CFDA # 20.205 - Highway Planning and Construction
☐ CFDA # 20.219 - Recreational Trails Program
☐ Not Applicable – 100% State Programmed Funds

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this 8/18/2026 (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF JOHNS CREEK, GEORGIA, hereinafter called "SPONSOR" (the "Agreement"). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # 0021594 and hereinafter referred to as the "PROJECT"; and

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

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

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

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

1. The SPONSOR has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: 6/30/2031) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

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

3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. Further, the

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SPONSOR may be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

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

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

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR will let the PROJET to construction on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

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

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the "Documents and Data") prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

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

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of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

☒ shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

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

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

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
   a) For Professionals – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   b) For Sub-consultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   c) For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.
   d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:
   i. Name, address, signature and telephone number of authorized agents.
   ii. Name and address of insured.
   iii. Name of Insurance Company.
   iv. Description of coverage in standard terminology.
   v. Policy number, policy period and limits of liability.
   vi. Name and address of DEPARTMENT as certificate holder.
   vii. Thirty (30) day notice of cancellation.
   viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to

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insurance.

f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment.

a. It is understood and agreed that the total estimated PE cost for the PROJECT is five hundred thousand dollars and zero cents ($500,000.00).

b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is four hundred thousand dollars and zero cents ($400,00.00), which is the DEPARTMENT'S maximum obligation.

c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.

d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

12. EXHIBITS, ATTACHMENTS & APPENDICES. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – Transportation Improvement Program/State Transportation Improvement Program Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit
APPENDIX B – Sexual Harassment Prevention Policy Compliance
APPENDIX C – Certification of CITY OF JOHNS CREEK Drug Free Workplace
APPENDIX D – Certification of Compliances
APPENDIX E – Title VI Certification and Acknowledgement Form
APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
APPENDIX G – Reserved

13. COMPLIANCE WITH APPLICABLE LAWS

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

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

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c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement ("Certification of Compliances") and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-20 *et seq.)* as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

e. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq*. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

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

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

h. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Policy, as stated in Appendix B of this Agreement.

i. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix F of this Agreement.

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

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

DEPARTMENT	SPONSOR
Name: Kimberly W. Nesbitt	Name: Kimberly Greer
Title: State Program Delivery Administrator	Title: City Manager
600 West Peachtree Street, NW,	11360 Lakefield Drive
25th Floor	Johns Creek, GA 30097
Atlanta, Georgia 30308	
Telephone#: (404) 631-1575	Telephone#: (678) 512-3200
E-mail: knesbitt@dot.ga.gov	Email: kimberly.greer@johnscreekga.gov

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

15. COST ESTIMATE. SPONSOR shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in. **https://www.dot.ga.gov/GDOT/pages/rightofway.aspx**. SPONSOR is advised that the C-9 discipline and all other applicable prequalifications must be current prior to the commencement of this work and throughout the term of the Agreement.

16. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

b. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

c. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

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

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY 's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

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

g. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

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k. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ARE ON THE FOLLOWING PAGE.

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

GEORGIA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Russell R McMurry
By: _____76D6577D00644FA...
Commissioner

8/17/2026

CITY OF JOHNS CREEK, GEORGIA

By _____ (Seal)
Mayor
Name: John Bradberry

This Agreement, approved by City of Johns Creek, on 10/4/2026 (date).

Attest:

DocuSigned by:
_____74085B5B0FAC425...
Treasurer

8/18/2026

Attest :

Allison Tarpley
Name and Title
Allison Tarpley, City Clerk

11-3793525
Federal Employer Identification Number:

CITY OF JOHNS CREEK EST. 2006 GEORGIA

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EXHIBIT A
TRANSPORATION IMPROVEMENT PROGRAM/STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM

FY 2024-2027 Transportation Improvement Program (TIP)

FN-360	SR 141/MEDLOCK BRIDGE ROAD MULTI-USE TRAIL		Jurisdiction	North Fulton	Existing	Planned	Length (mi.)	Network Year
0021594			Sponsor	City of Johns Creek	N/A	N/A	0.73	
TIP / 26Q2AM6	SOUTH OF CHATTAHOOCHEE RIVER BRIDGE	BOBBY JONES DRIVE	Service Type	Bicycle/Pedestrian Facility	Analysis	Exempt from Air Quality Analysis (40 CFR 93)	LCI ☐	Flex ☐

	Fund Type	Year	Status	Federal	State	Local	Bonds	Total
PE	Transportation Alternatives (TA) Set-aside - Flexible	2026		$400,000	$0	$100,000	$0	$500,000
				$400,000	$0	$100,000	$0	$500,000

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APPENDIX A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0021594 – Medlock Bridge Trail – Chattahoochee River to Bobby Jones
Sponsor Name:	CITY OF JOHNS CREEK
Sponsor Address:	11360 LAKEFIELD DRIVE, JOHNS CREEK, GA 30097

SPONSOR AFFIDAVIT

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

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

100011
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

2/13/2008
Date of Authorization

City of Johns Creek
Name of Sponsor/

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

Kimberly Grear
Printed Name (of Authorized Officer or Agent)

City Manager
Title (of Authorized Officer or Agent)

Kimberly Grear
Signature (of Authorized Officer or Agent)

06/02/26
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

2nd DAY OF June, 2026

Allison Tarpley
Notary Public

My Commission Expires: 10/10/2029

ALLISON N TARPLEY NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 10, 2029

[NOTARY SEAL]

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APPENDIX B
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s)deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy;
b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy;
b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

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P.I. 0021594 City of Johns Creek

APPENDIX C
CERTIFICATION OF CITY OF JOHNS CREEK
DRUG-FREE WORKPLACE

I hereby certify that I am a duly authorized representative of the City of Johns Creek whose address is 11360 Lakefield Drive, Johns Creek, GA, 30097 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and

3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with , certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date 06/02/26

Signature Kimberly Greer

Name: Kimberly Greer

Title: City Manager

Docusign Envelope ID: 2AA6FD1D-6CF1-8F84-817B-95CC2A42BFC7

P.I. 0021594 City of Johns Creek

APPENDIX D
CERTIFICATION OF COMPLIANCES

I hereby certify that I am the duly authorized representative of the City of Johns Creek whose address is 11360 Lakefield Drive, Johns Creek, GA 30097 and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

(a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

06/02/26
Date

Kimberly Greer
Signature

Name: Kimberly Greer

Title: City Manager

Docusign Envelope ID: 2AA6FD1D-6CF1-8F84-817B-95CC2A42BFC7

APPENDIX E
TITLE VI INTRODUCTION

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

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

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

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

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

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

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

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P.I. 0021594 City of Johns Creek

TITLE VI ACKNOWLEDGEMENT FORM

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

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

Kimberly Greer, City Manager
Official Name and Title

06/02/26
Date

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

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

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

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

During the performance of this contract, the SPONSOR, The City of Johns Creek, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

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

2. Nondiscrimination
   The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

4. Information and Reports
   The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

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

   The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

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P.I. 0021594 City of Johns Creek

APPENDIX F

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 SPONSOR, certifies that the SPONSOR:

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 SPONSOR 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.

Kimberly Greer
Signature of Authorized Officer or Agent

Kimberly Greer
Printed Name of Authorized Officer or Agent

City Manager
Title of Authorized Officer or Agent

06/02/26
Date

Docusign Envelope ID: 2AA6FD1D-6CF1-8F84-817B-95CC2A42BFC7

APPENDIX G
Reserved

Certificate Of Completion

Envelope Id: 2AA6FD1D-6CF1-8F84-817B-95CC2A42BFC7
Status: Completed
Subject: 48400-425-PFAOPD2700505/CITY OF JOHNS CREEK
Source Envelope:
Document Pages: 18
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
GDOT DocuSign Admin
600 W Peachtree St, NW
Atlanta, GA 30308
gdot_contracts@dot.ga.gov
IP Address: 143.100.53.13

Record Tracking

Status: Original
8/4/2026 2:47:53 PM
Holder: GDOT DocuSign Admin
gdot_contracts@dot.ga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Richard McGee richard.mcgee@oneatlas.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/4/2026 3:27:56 PM ID: eb95bc7b-547f-44df-b197-a83f42f33300	**Completed** Using IP Address: 71.14.36.198	Sent: 8/4/2026 2:50:46 PM Viewed: 8/4/2026 3:27:56 PM Signed: 8/4/2026 3:33:10 PM
Russell R McMurry rmcmurry@dot.ga.gov Commissioner Georgia Department of Transportation Security Level: .Email 8/17/2026 5:47:36 PM **Electronic Record and Signature Disclosure:** Accepted: 2/26/2016 9:35:33 AM ID: cd5459ce-99ae-409c-b25c-b6922ca5a283	DocuSigned by: Russell R McMurry 76D6577D00644FA... Signature Adoption: Pre-selected Style Using IP Address: 2600:1005:b00d:b9a7:d158:fbfa:95e1:f72f Signed using mobile	Sent: 8/4/2026 3:33:11 PM Resent: 8/17/2026 11:00:55 AM Viewed: 8/17/2026 5:47:43 PM Signed: 8/17/2026 5:47:52 PM
Angela O. Whitworth awhitworth@dot.ga.gov Treasurer Security Level: .Email ID: 3124392b-11fc-4046-ae1e-faeb6d83bad6 8/18/2026 2:21:04 PM **Electronic Record and Signature Disclosure:** Accepted: 2/26/2016 10:03:38 AM ID: 2a61aae5-fe62-454e-9e47-e070cdbd9d0a	DocuSigned by: 74085B5B0FAC425... Signature Adoption: Uploaded Signature Image Using IP Address: 143.100.53.13	Sent: 8/17/2026 5:47:53 PM Resent: 8/18/2026 2:20:44 PM Viewed: 8/18/2026 2:21:11 PM Signed: 8/18/2026 2:21:20 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2026 2:50:47 PM
Envelope Updated	Security Checked	8/17/2026 11:00:56 AM
Envelope Updated	Security Checked	8/17/2026 11:00:56 AM
Envelope Updated	Security Checked	8/17/2026 11:00:56 AM
Envelope Updated	Security Checked	8/17/2026 5:48:20 PM
Envelope Updated	Security Checked	8/18/2026 2:20:45 PM
Envelope Updated	Security Checked	8/18/2026 2:20:45 PM
Certified Delivered	Security Checked	8/18/2026 2:21:11 PM
Signing Complete	Security Checked	8/18/2026 2:21:20 PM
Completed	Security Checked	8/18/2026 2:21:20 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

CONTRACT AGREEMENT
RFQ #25-013
PROFESSIONAL ENGINEERING SERVICES-SR141 / MEDLOCK BRIDGE ROAD TRAIL-(CHATTAHOOCHEE RIVER TO BOBBY JONES DRIVE)

This Agreement made and entered into this 1st day of June, in the year 2026; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Barge Design Solutions, Inc. ("Consultant"), located at 615 3rd. Avenue South, Suite 700, Nashville, TN 37210.

WHEREAS, the City hereby contracts with Consultant for the furnishing of professional services in connection with the Project, for the furnishing of such services, more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to City that it is professionally qualified to do this Project and is licensed to practice services by all public entities having jurisdiction over "Consultant" and the Project; and

WHEREAS, the City of Johns Creek has caused Request for Qualifications (RFQ) #25-013 to be issued soliciting proposals from qualified Consultant to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Consultant is required to provide the services as called for in the specifications; and

WHEREAS the Consultant submitted a response to the RFQ #25-013; and

WHEREAS the Consultant's submittal was deemed by the City of Johns Creek to be the most advantageous per the scope of services dated January 13, 2026.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1.0 Definition

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

- ***City:*** The City of Johns Creek.
- ***Consultant:*** The individual or corporation identified on page 1 to perform consulting services, specifications and contract documents. Consultant shall retain as necessary the services of those professions licensed by the Georgia State Board of Registration for Professional Engineers and Land Surveyors.
- ***Contract Documents:*** Those documents so identified in the Agreement for the Project,

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including all associated documents. All terms defined in the General Conditions of the Agreement for professional services of the Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

- ***Contract Sum:*** The total amount payable by City to Consultant for performance of the Work in accordance with the Contract Documents.
- ***Contract Time:*** The number of days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- ***Professional Services:*** The services, labor, materials, supplies, work, administration, if applicable, and all other acts, duties, and services required of Consultant under this Agreement together and any awarded project Task Order's with such other services as City may require pursuant to the terms of this Agreement.
- ***Project Manager:*** The person employed by City and consultant designated to act as the representatives for each party for the Project.
- ***Scope of Services:*** That work as defined and identified with a time schedule in Exhibit A (Scope of Services) attached hereto and incorporated herein.
- ***Responsible Charge:*** The full-time public employee of the City in responsible charge of this contract.
- ***Department:*** Refers to Georgia Department of Transportation

2.0 Key Personnel

The City of Johns Creek is entering into this Agreement and has relied upon Consultant's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Consultant personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing: The Consultant will be paid for the goods and services sold pursuant to the Contract in accordance with the RFQ and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to, freight, insurance, fuel surcharges, and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit B (Cost Proposal) and incorporated herein, shall be firm throughout the term of this Contract. Additional phases may be added though contract modification.

3.2 Billings: If applicable, and unless the RFQ provides otherwise, the Consultant shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Consultant shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Consultant under the Contract. The Consultant shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

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3.3 Delay of Payment Due to Consultant's Failure: If the City in good faith determines that the Consultant has failed to perform or deliver any service or product as required by the Contract, the Consultant shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Consultant's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Consultant's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Consultant. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

3.4 As established in Title 49 CFR 26.29, Consultant shall pay their sub-consultants for satisfactory performance of their contracts no later than thirty (30) calendar days from receipt of payment made to them by the City. Any delay or postponement of payment among the parties may take place only for a good cause. If the Consultant is found to be in noncompliance with these provisions, it shall constitute a material breach of contract and further payments of any work performed may be withheld by the City until corrective action is taken by the Consultant. If the corrective action is not taken, it may result in the termination of the Agreement.

3.5 Set-Off Against Sums Owed by the Consultant. In the event that the Consultant owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Consultant in the City's sole discretion.

3.6 Additional Services: Consultant shall provide, with City's concurrence, services in addition to those listed in Exhibit A (Scope of Services) when such services are authorized in writing by City. Prior to commencing any additional services, Consultant must submit a proposal outlining the additional services, unit costs are to be provided and the fixed "Not to Exceed" lump sum fee therefore. City shall pay Consultant for such services in accordance with the fees based in Exhibit B (Cost Proposal) attached hereto and incorporated herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other that those required by Exhibit A (Scope of Services), preparing changes in plans ordered by City, providing services necessitated in the event the Professional Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

3.7 Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal, or administrative proceeding arising out of this Project. Consultant shall not be compensated by City if its appearance is to defend its own Professional Services. If Consultant is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee schedule, Exhibit B (Cost Proposal), attached hereto and or additional fees approved by City.

3.8 Progress Reports: A progress report must be submitted with each payment request indicating the event or service Completed. This report will serve as support for payment to Consultant and the basis for payment in the event project is suspended or abandoned.

3.9 Change in Scope: For substantial modifications in authorized Project scope, and/or specifications previously accepted by City, when requested by City and through no fault of Consultant, the Consultant shall be compensated for time and expense based upon the fee schedule in Exhibit B (Cost Proposal) attached hereto and incorporated herein chargeable for this service;

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provided, however, that any increase in Total Fee must be approved through a written Supplemental Agreement. This Agreement may be amended to provide additions, deletions, and revisions in the Professional Services or to modify the terms and conditions thereof by written Supplemental Agreement.

3.10 Errors and Omissions: The City's policy is to take all reasonable steps to preclude errors or omissions in the process of delivering requested services. Upon discovery of an alleged error or omission, City will take immediate action to minimize potential cost increases due to delay or other matters. This includes early communication with Consultant. The Consultant will be made aware of the circumstances and be put on notice as soon as possible that there may be a claim against them for errors or omissions. Consultant will be given an opportunity to help resolve potential errors and omissions. All known facts surrounding the alleged error or omission will be carefully and fully reviewed by City. Consultant shall correct or revise any errors or deficiencies in its designs, drawings, or specifications without additional compensation when due solely to Consultant's negligent acts, errors, or omissions. If not solely Consultant fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly.

4.0 General Duties and Responsibilities

4.1 Responsibilities under the General Conditions of the Contract for Professional Services In addition to the responsibilities herein set forth, Consultant agrees to be responsible for those matters identified in the overall terms and conditions of this Contract (herein referred to as the General Conditions). These terms shall be consistent with the intent and requirements of any applicable Task Order Agreement.

4.2 Personnel: Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that Sarah Blackburn will perform as the Project Manager on this project. This person shall be the primary contact for the Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of project manager on this project. Changes to any Key Personnel identified in the RFQ shall be approved by the City.

4.3 Subcontracting of Service: Consultant shall not subcontract or assign any of the Professional Services to be performed under this Agreement without the written consent and approval of City regarding the Professional Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section 11.1 herein, and shall additionally maintain Professional Liability insurance in a minimum amount of $2,000,000 and provide the City with certification thereof unless waived by the City. Any subcontract must contain all applicable provisions of this Contract and must otherwise comply with applicable provisions of 23 CFR172.9.

4.4 Endorsement: Consultant shall sign and affix licensing seal to all final plans, specifications, estimates and data and shall cause all sub-consultants to sign and seal their final documents where required by law. Any review or approval by City of any documents prepared by Consultant and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve

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Consultant of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

4.5 Inspection of Documents: Consultant shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and shall notify the City prior to their disposal. All documents shall be retained for auditing, inspection and copying at City's GDOT's or FHWA's the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, request or any other authorized representative of the Federal Government. Failure to retain records in accordance with the Contract is a material breach of contract. Further, in case of an audit and Consultant has failed to retain records as required herein, it shall be presumed that the documents would not have supported Consultant's position. If any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained at a minimum for two (2) years after the time in which such litigation, claim or audit involving the records is completed. Records shall be made available upon request to City at all times during the term of this Contract. Copies of these documents and records will be furnished to City upon request and may be audited by City representatives. Failure to retain such records shall result in Consultant being required to pay any resulting damages that City otherwise would be required to pay.

4.6 Disadvantaged Business Enterprise Information: A Disadvantaged Business Enterprise (DBE) is defined pursuant to the 49 Code of the Federal Regulations Part 26. A DBE goal has been established within the RFQ for this project. This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime consultants, subcontractors, subconsultants, or other vendor supplied services included in this Agreement. By execution of the Agreement the Consultant certifies that it has made a good faith effort to meet or exceed the DBE goal. Further, the Parties agree to the proposed DBE participation indicated in the RFQ. In the event that the DBE goal is not met, the Consultant may request a waiver from the Equal Opportunity Office of the Georgia Department of Transportation (GDOT). Justification or good faith effort must accompany the request for the waiver. Both the City and GDOT will monitor the Consultant's submittals for their agreed upon DBE participation. With each invoice submitted, the Consultant shall submit a DBE report in the format directed by the assigned project manager for GDOT. Failure to submit such a report with the request for payment will result in the invoice being returned to the Consultant with no penalty to the City or GDOT.

4.7 Qualifications and Professional Standards: In performance of services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions and like circumstances. The Consultant shall employ only persons qualified and duly registered as applicable in the appropriate category in responsible charge of supervision and design of the work and further shall employ only qualified and duly registered surveyors in responsible charge of any survey work. The Consultant shall use the members of its professional staff presented to the City at the time of Agreement negotiations unless changes to the Consultant's staff are approved in writing by the City. The Consultant shall endorse all work performed under this Agreement. As applicable, such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Consultant and responsible for the work prescribed by this Agreement. All final plans, documents, reports, studies, and other data prepared by the Consultant shall bear the professional's seal and signature in accordance with the Official Code of Georgia that governs and administers rules promulgated by and guidelines published by the Georgia Department of Transportation which are in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statute and/or rules shall take precedence. The City reserves the

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right to waive Georgia Department of Transportation guidelines that do not conflict with AASHTO or best practices.

5.0 City's Responsibilities

5.1 Communication: City shall provide to Consultant applicable Program Criteria; examine and timely respond to Consultant submissions; and give written notice to Consultant, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

5.2 Access: City will provide access for Consultant to enter public and private property necessary to the completion of the Project.

5.3 Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A (Scope of Services) attached hereto and incorporated herein, as City's responsibility.

5.4 Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.

5.5 Project Manager: City shall designate a Project Manager to represent City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City.

5.6 Responsible Charge: City shall designate a Responsible Charge to ensure that the work delivered under this contract is complete, accurate, and consistent with the terms, conditions, and specifications of this contract. The City's Responsible Charge for this contract is Kimberly Greer, City Manager or her designee.

6.0 Duration of Contract

6.1 Contract Term: The Contract between the City and the Consultant shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall commence upon execution and shall terminate Two (2) years thereafter, or shorter time as may be indicated on the bid document and all Professional Services provided during said term shall be filled at the contract price.

6.2 Contract Renewal: The City shall have the option, in its sole discretion, to renew the Contract for three (3) additional renewals on a year-to-year basis by giving the Consultant written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Consultant's written consent for renewal of the Contract. Renewal will depend upon the best interest of the City, funding, and Consultant's performance. Consultant will be notified of any renewal in writing. Upon the City's election, in its sole discretion, to renew any part of this Contract, Consultant shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Consultant.

6.3 Contract Extension: In the event that this Standard Contract shall terminate or be likely to

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terminate prior to completion of the project, the City may, with the written consent of Consultant, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the RFQ and/or Consultant's submittal, the City will determine the basic period of performance for the completion of any of Consultant's actions contemplated within the scope of this Agreement and notify Consultant of the same via written notice. If no specific period for the completion of Consultant's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Consultant for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1 The Consultant shall be an Independent Contractor: The Consultant is not an employee, agent or representative of the City of Johns Creek. The successful Consultant shall obtain and maintain, at the Consultant's expense, all permits, licenses, or approvals that may be necessary for the performance of the services. The Consultant shall furnish copies of all such permits, licenses, or approvals to the City Project Manager within ten (10) day after issuance.

7.2 Inasmuch as the City of Johns Creek and the Consultant are independent of one another, 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. The Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Consultant 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. The Consultant shall assume full liability for any contracts or agreements the Consultant enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

8.0 Conflict of Interest

8.1 Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement or employed by Consultant. Consultant shall not conduct or solicit any non-City business while on City property or time.

8.2 Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the City prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

8.3 Consultant is absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office of the City.

8.4 Consultant warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer to give, to any employee, agent, or representative of the City any cash or non-cash gratuity or payment with view toward securing any business from the City or influencing such

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person with respect to the conditions, or performance of any Agreements with or orders from the City, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between the City and Consultant.

8.5 As a condition of this Agreement, Consultant agrees to comply with the City of Johns Creek Code of Ethics as set forth with NIGP and 23 CFR 1.33.

8.6 Should a conflict of interest issue arise, Consultant agrees to fully cooperate in any inquiry and to provide the City with all documents or other information reasonably necessary to enable the City to determine whether or not a conflict of interest existed or exists.

8.7 Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the City may have.

8.8 Anti-Lobbying/Disclosure: Federal Acquisition Regulation (FAR) prohibits the expenditure of Federal-Aid Highway Program funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any Federal-Aid Highway Program funded contract, grant, loan, or cooperative agreement. Consultant is required to sign a statement certifying that to the best of its knowledge and belief that no Federal-Aid Highway Program funds have been paid or will be paid, by or on behalf of its firm for the purpose of lobbying (2 CFR 200.450). If Consultant should report lobbying activities, the Consultant is required to submit Anti-Lobbying/Disclosure Forms. The above regulations also apply to any sub-consultants whose contracts exceed $100,000.00.

9.0 Indemnification

9.1 The Consultant agrees to indemnify and hold harmless the City, its public officials, officers, employees, and agents from and against liabilities, damages, costs and expenses (including reasonable attorney's fees) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, sub-consultants, sub-contractors, or employees in the performance of this Contract.

This provision shall not affect the Consultant's obligation under workers' compensation or coverage or the Consultant's insurance specifically relating to workers' compensation, nor shall this apply to any requirement herein that the Consultant purchase a project specific insurance policy, including an owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

9.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

10.0 Intellectual Property and Ownership of Documents

All documents, materials, and deliverables developed or created by consultant under this Contract are considered as property of the City for perpetuity. Consultant and the City agree that any papers, interim reports, forms, and other material which are a part of work under this Contract are to be deemed a "work made for hire,' as such term is defined in the copyright laws of the United States. As a "work made for hire," all copyright interests in said works will vest in the City upon creation of the copyrightable work. If any papers, interim reports, forms, or other material which are a part

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of work under this Agreement are deemed by law not to be a "work made for hire," any copyright interests of the Consultant are hereby assigned completely and solely to the City. Publication rights to any works produced under this Agreement are reserved by the City.

Any documents and materials which include, but not limited to, drawings, tracings, specifications, maps, survey notes, reports, photographs and computer programs provided to the Consultant by the City is solely for the purpose of completing the Contract and for no other purposes and shall be delivered to City prior to contract closeout. City-developed matters including manuals, electronic information, programs, and associated materials remain the property of the City. Consultant shall not assert any ownership rights to these materials and shall not patent or copyright any of these materials. The unauthorized release or use of any of this information is prohibited without written approval from the City. Evidence of any unauthorized release or use of the information during or after the contracted services are complete may result in contract termination in addition to other remedies, and Consultant may be disqualified from submitting on any future proposals or contracts.

11.0 Insurance

11.1 The Consultant shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement. Such insurance is to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be $1,000,000 per person, $2,000,000 per occurrence for bodily injury, and $500,000 per occurrence for property damage.

11.2 Consultant shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement. Upon the request of the City, Consultant shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

12.0 Termination

12.1 Immediate Termination: Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

a) In the event the Consultant is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
b) The City determines that the actions, or failure to act, of the Consultant, its agents, employees, or sub-consultants have caused, or reasonably could cause, life, health, or safety to be jeopardized;
c) The Consultant fails to comply with confidentiality laws or provisions.
d) The Consultant furnished any statement, representation, or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect, or incomplete; and/or
e) The Consultant is found to have engaged in one or more of the "Conflict of Interest"

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activities outlined in Section 8.0.

12.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the Contract:

a) The Consultant fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;
b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
c) The Consultant fails to make substantial and timely progress toward performance of the Contract;
d) The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
e) The Consultant has failed to comply with applicable federal, state and, local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
f) The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
g) The Consultant has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

a) Immediately terminate the Contract without additional written notice; and/or
b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Consultant; and/or,
c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Consultant. In the event of a termination for convenience, Consultant shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Consultant's failure to perform in accordance with this Agreement, the City shall pay Consultant for work performed to date in accordance with Section herein. The City shall have no further liability to Consultant for such termination.

12.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Consultant for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Consultant's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the

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Consultant in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract.

12.6 The Consultant's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Consultant shall:

a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Consultant;
c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract;
d) Cooperate in good faith with the City, its employees, agents, and Consultant during the transition period between the notification of termination and the substitution of any replacement Consultant; and
e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Consultant.

12.7 Right to Proceed: In the event the Contract is terminated, the City has the right to proceed with work under the Contract. The City shall have the option of completing the work with its own forces or entering into an agreement with another party to complete services outlined in the Contract.

13.0 Dispute Resolution

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant shall proceed with the Professional Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consultant's completed services.

14.0 Future Use of Documents

Consultant will provide City a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Provided that Consultant is paid for its services, either by termination or completion of services, then City may subsequently use documents prepared in connection with this Project without any additional compensation or agreement of Consultant, however, such use, without written verification or adaptation by Consultant for the specific purpose, intended by City shall be at City's sole risk and without liability or legal exposure to Consultant whatsoever. If City does reuse these documents on another project, it shall retain Consultant or another licensed and insured professional consultant to review, adapt, and seal such documents. Submission of or distribution of documents to meet statutory or regulatory requirements is not to be considered as contrary to any of Consultant's right to the documents.

15.0 Confidential Information

15.1 Access to Confidential Data. The Consultant's employees, agents, and sub-consultants may

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have access to confidential data and/or privileged documents maintained by the City to the extent necessary to carry out the Consultant's responsibilities under the Contract. "Confidential data" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the City that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between any City employee or representative and legal counsel. Confidential data and privileged documents collectively are referred to herein as "confidential information." The Consultant shall presume that all information received pursuant to the Contract is confidential information unless otherwise designated by the City. If it is reasonably likely the Consultant will have access to the City's confidential information, then:

- The Consultant shall provide to the City a written description of the Consultant's policies and procedures to safeguard confidential information;
- Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- The Consultant must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Consultant in connection with the performance of the Contract; and
- The Consultant shall provide adequate supervision and training to its agents, employees and sub-consultants to ensure compliance with the terms of the Contract. The confidential information shall remain the property of the City at all times. Some services performed for the City may require the Consultant to sign a nondisclosure agreement. Consultant understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

15.2 No Dissemination of Confidential Information. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Consultant shall be considered the property of the City. The Consultant must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

15.3 Subpoena. In the event that a subpoena or other legal process is served upon the Consultant for records containing confidential information, the Consultant shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

15.4 Reporting of Unauthorized Disclosure. The Consultant shall immediately report to the City any unauthorized disclosure of confidential information.

15.5 Survives Termination. The Consultant's confidentiality obligation under the Contract shall survive termination of the Contract.

16.0 Inclusion of Documents

Consultant's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the

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event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Consultant's submittal, the language in the former shall govern.

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

17.0 Compliance with All Laws and Licenses

The Consultant agrees that all work done as part of this Agreement will comply fully with all administrative and other requirements established by applicable federal, state, and local laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations. The Consultant understands that the following items specifically apply to this Agreement, but do not exclude any other applicable federal or state laws or requirements, and that it will comply with and require its sub-consultants to comply with:

17.1 Georgia Security and Immigration Compliance Act

- The parties certify that Consultant has executed an affidavit verifying that Consultant has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as Exhibit C (Required Forms and Documents) and incorporated herein by reference and made a part of this contract.
- The Consultant further certifies that any sub-consultant employed by Consultant for the performance of this agreement has executed an appropriate sub-consultant affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Consultant and each sub-consultant.
- Consultant's compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Consultant's failure to comply with said provisions shall constitute a material breach of this agreement.

17.2 Regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 Code of Federal Regulations (CFR) 200 et seq. NOTICE TO CONSULTANTS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS.

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

    1) **Compliance with Regulations**: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Agreement.

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2) **Non-discrimination**: The Consultant, with regard to the work performed by it during the Agreement shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3) Sanctions for Non-compliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Department, and/or the City shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
b. Cancellation, termination or suspension of the Agreement, in whole or in part.

4) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

5) **Information and Reports**: The Consultant will provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City, the Department, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, the Department, and/or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

6) **Incorporation of Provisions**: The Consultant will include the provisions of Article 402 B and C (1-5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the Department, the City, or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Consultant may request the United States and/or the State of Georgia to enter into such litigation to protect their interests.

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17.3 During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

18.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

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19.0 Drug-Free and Smoke-Free Work Place

19.1 A drug-free and smoke-free work place will be provided for the Consultant's employees during the performance of this Agreement.

19.2 The Consultant will secure from any sub-Consultant hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

19.3 The Consultant may be suspended, terminated, or debarred if it is determined that:

- The Consultant has made false certification herein; or
- The Consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

20.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Consultant packaging, invoice, 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.

21.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Consultant acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Johns Creek all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Johns Creek pursuant hereto.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia, shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

24.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Johns Creek Procurement will notify the Consultant in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Consultant detailing how correction(s) will be made is required to be delivered to the City. Consultant will have thirty (30) days to remedy the situation.

If requirements are not remedied, City of Johns Creek has the right to cancel this Agreement with no additional obligation to Consultant.

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25.0 Delay

25.1 Any delay in or failure of performance by City or Consultant, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (Force Majeure).

Consultant shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment. Consultant shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

25.2 Consultant shall be entitled to an equitable adjustment in Contract Time and may be entitled to an equitable adjustment in Contract Sum if the cost or time of Consultant's performance is changed due to the fault or negligence of City, provided the Consultant makes a request.

25.3 Consultant shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Consultant or anyone for whose acts Consultant is responsible.

25.4 To the extent any delay or failure of performance was concurrently caused by the City and Consultant, Consultant shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 3.8, but shall not be entitled to an adjustment in Contract Sum.

25.5 Consultant shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

26.0 Changes

City, within the general scope of the Agreement, may, by written notice to Consultant, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

27.0 Assignment

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City of Johns Creek's prior written consent.

28.0 Special Terms and Conditions

See attached Exhibits for applicable special terms and conditions.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF JOHNS CREEK:

By: Signed by: Kimberly Greer 3764B793C5794FE... Signature

Title: City Manager

Name: Kimberly Greer Print

Date: 6/17/2026

ATTEST: Signed by: Allsion Tarpley 4C1F64D774E1422... SEAL: DS

BARGE DESIGN SOLUTIONS, INC.:

By: Signature

Title: Vice President

Name: Stephen Mosher Print

Date: 6/8/2026

ATTEST:

SEAL:

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EXHIBIT A

SCOPE OF SERVICES

Overview of Project Scope

The awarded firm shall prepare and submit a proposed detail Scope of Services. Below are a few of the overview items to be included in the project detail Scope of Services (in Phases):

- Validate existing Concept and Prepare Concept Report for approval
- Prepare Preliminary Engineering and Construction Cost Estimates
- Prepare Right-of-Way Plans
- Prepare Final Engineering Plans, Construction Cost Estimate and Utility estimates to be coordinated with the City
- Prepare handouts and displays; Participate in miscellaneous Stakeholders / Public meetings (2), as required
- Participate in Council meetings, as required
- Coordinate with Georgia Department of Transportation, as required
- Other services / items as needed
- Coordinate with proposed improvements in the area including but not limited to GDOT access permits, local land disturbance permits, and local design / construction projects.

SCOPE OF SERVICES

The selected firm will be requested to prepare and submit proposed scopes of services and fees to produce project related documents or provide the requested services.

The City will review the submittal and accept, reject, or negotiate a final scope and fee with the selected Consultant. Upon acceptance of a final scope and fee for the project, the City will issue to the Consultant a contract indicating acceptance of the project Statement of Qualifications and authorization to commence services in accordance with the agreement and the project Request for Qualifications.

It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the project documents to complete the detailed scope tasks as stated below. The completed design must comply with all applicable local, state, and federal environmental laws and regulations. **Federal funds will be utilized for this project.** Therefore, the Georgia Department of Transportation's Plan Development Process shall be strictly adhered to and the design must comply with the latest Americans with Disabilities Act (ADA) requirements and the Georgia Department of Transportation's Standard specifications for the preparation of Roadway Construction Plans. All decisions will be the result of a balance of engineering, environmental, and economic considerations.

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1. Georgia Department of Transportation (GDOT) Design Policy Manual (current edition), and applicable addenda.
2. Georgia Department of Transportation (GDOT) Standards and Specifications (current edition), and applicable addenda.
3. AASHTO Standards, latest edition and applicable addenda, including Design of Pavement Structures, Policy on Geometric Design of Highways and Streets, Roadside Design Guide, and applicable addenda.
4. Manual on Uniform traffic Control Devices (MUTCD) current edition, and applicable addenda
5. GDOT Survey Manual (current edition), and applicable addenda
6. City of Johns Creek Development Regulations
7. City of Johns Approved Comprehensive Master Plan (Comp Plan)
8. North Fulton Transportation Master Plan

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The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Project Understanding, Assumptions, and Exclusions
IV. Time of Performance
V. Client's Responsibilities
VI. Deliverables
VII. Compensation
VIII. Attachment Summary

I. Project Description

Barge Design Solutions, Inc. (Barge) will provide engineering design services (Concept Thru Final Construction Plans) for proposed trail extension along Medlock Bridge Road/SR 141 (Project) within the City of Johns Creek, Georgia (Client). As shown on Attachment A, the project limits are from the Chattahoochee River to Bobby Jones Drive, for a distance of approximately 0.7 miles. Barge will evaluate the feasibility of the following conceptual improvements in two alternatives as requested by the Client:

- Alternate 1: Shared-use path/trail extension along the East shoulder of Medlock Bridge Road from the park entrance at Bobby Jones Dr. to the bridge at the Chattahoochee River

- Alternate 2: Shared-use path/trail extension along the West shoulder of Medlock Bridge Road from the park entrance at Bobby Jones Dr. to the bridge at the Chattahoochee River

II. Scope of Services

Barge proposes the Scope of Services listed below. Please note that details and key assumptions are provided in the separate GDOT scope template submitted as Attachment B and the Cost Estimate Spreadsheet (Attachment C) to this scope.

III. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. The project will have GDOT oversight and will be full GDOT PDP.
2. All deliverables will be reviewed by GDOT SMEs.
3. GDOT will provide a P6 schedule for the project.
4. Barge will have access to the site and adjoining areas, as required.

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5. No traffic studies will be performed outside of the traffic scope defined in attachments B & C.
6. Design will be phased.
7. Design fee is based upon the delineated area (Attachment A & C), as described by the Client and as defined in scoping layouts. Modification or changes to the project area may require additional services, depending upon the scope and timing of changes.
8. In providing opinions of probable construction cost (OPCC), the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's construction cost estimates are made on the basis of Barge's professional judgment and experience; as well as GDOT item bids as calculated in AASHTOWare. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's estimate.
9. Design criteria will be driven by the current posted speed limit of 55 mph on SR 141/Medlock Bridge Road) until it is confirmed the speed limit can be lowered to 45 mph. Efforts will be made to minimize the project's overall footprint and costs by applying the full flexibility allowed by the AASHTO Green Book, GDOT Pedestrian & Streetscape Guide, and other federal, state and local design policies and guidelines, as applicable.
10. Only the two Build alternatives described above will be evaluated. Two concept layouts and construction estimates will be prepared.
11. Assume only one alternative will be designed past concept level.
12. No additional lanes will be added to incorporated in project design.
13. No proposed modifications to the bridge will be included in this scope; design will tie into existing shoulder configuration prior to the bridge over the Chattahoochee River.
14. No environmental study will be needed for the Bridge or roadway south of the Chattahoochee River.
15. Bidding phase services including development of bid book are not included.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Additional Traffic data collection and/or traffic analysis outside of Scope
2. Additional field surveying (i.e., beyond the scoped Survey boundary)
3. Concept development for additional Build alternatives
4. Subsurface Utility Engineering (SUE) services
5. Soil surveys & wall foundation investigations (WFI)
6. Utility relocation design and/or cost estimating services
7. Right-of-way acquisition cost estimates
8. Additional preliminary & final design alternate.
9. Field visit for ARDVRq.
10. Ecology Field visit for PSSRs and ARDVRq updates/reevaluations.
11. Buffer Variance Application.
12. Section 404 Permit Application.
13. Site visits for Protected Species Survey.
14. Protected Species Report.
15. Phase II ESA.
16. Environmental Resource ID.
17. Preliminary and Final Design.
18. Environmental Permitting.

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IV. Time of Performance

Barge is prepared to begin work within one week upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following milestone schedule, assuming an overall duration of approximately thirty six (36) months from NTP to completion of all services in this task order.

Tasks	Duration	Estimated Delivery
Concept	8 months	9 months after NTP

V. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.

B. Provide review comments in a timely manner.

C. Provide single point of contact for project coordination purposes.

D. Provide previous plans or studies, as may be available and relevant to the project.

E. Provide aerial photography, contours, pipe networks, property mapping and other pertinent information as may be available through the Client's GIS resources.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. An inclusive list of deliverables can be found in **attachment B**.

VII. Compensation

Barge proposes to complete the scope of work as defined in the tasks above for a Lump Sum Fee. A detailed fee estimate (Attachment C) is attached for your review, and includes a listing of anticipated tasks, estimated hours by staff classification, and supporting assumptions. We understand these services will be provided through a service agreement contract with the City of Johns Creek.

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EXHIBIT B

COST PROPOSAL

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8. In providing opinions of probable construction cost (OPCC), the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's construction cost estimates are made on the basis of Barge's professional judgment and experience; as well as GDOT item bids as calculated in AASHTOWare. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's estimate.
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8. Additional preliminary & final design alternate.
9. Field visit for ARDVRq.
10. Ecology Field visit for PSSRs and ARDVRq updates/reevaluations.
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12. Section 404 Permit Application.
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A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.

B. Provide review comments in a timely manner.

C. Provide single point of contact for project coordination purposes.

D. Provide previous plans or studies, as may be available and relevant to the project.

E. Provide aerial photography, contours, pipe networks, property mapping and other pertinent information as may be available through the Client's GIS resources.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. An inclusive list of deliverables can be found in **attachment B**.

VII. Compensation

Barge proposes to complete the scope of work as defined in the tasks above for a Lump Sum Fee. A detailed fee estimate (Attachment C) is attached for your review, and includes a listing of anticipated tasks, estimated hours by staff classification, and supporting assumptions. We understand these services will be provided through a service agreement contract with the City of Johns Creek.

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Fee Summary Table

Items	Fee Type	Fee Amount
A. Survey and Database Preparation	Lump Sum	$8,298
B. Concept	Lump Sum	$126,216
C. Public Information	Lump Sum	$14,798
TOTAL	Lump Sum	$143,312

VIII. Attachment Summary

A. Scoping Layout
B. GDOT Scope Document
C. Detailed Fee Estimate

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EXHIBIT C

REQUIRED FORMS AND DOCUMENTS

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APPENDIX B
IMMIGRATION AND SECURITY FORM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs 653 ***employees*** *(must enter).*

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

248258
EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Barge Design Solutions, Inc.)

1/12/2026
Date

Vice President
Title of Authorized Officer or Agent of Contractor

Stephen Mosher, PE, PTOE
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 12TH DAY OF JANUARY 2026

Jame' Daye
Notary Public
My Commission Expires: 10/31/2028

JAME DAYE NOTARY PUBLIC GEORGIA COBB COUNTY EXPIRES OCT. 31, 2028

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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O.C.G.A. § 50-36-1(e)(2) Affidavit

Verifying Lawful Presence in the United States

(Individual submitting Statement of Qualification on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) Public Benefit, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

☒ I am a United States citizen.

☐ I am a legal permanent resident of the United States.

☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

driver's license.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ATLANTA (city), GEORGIA (state).

Signature of Applicant

Stephen Mosher, PE, PTOE, Vice President

Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the 12TH **day of** JANUARY, **20**26.

Jame' Daye

(Clerk/Notary Public)

My commission expires: 10/31/2028

JAME DAYE NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA OCT. 31, 2028

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CERTIFICATION ON SPONSER
DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of Barge Design Solutions, Inc., ("Contractor"), whose address is 2839 Paces Ferry Road SE, Suite 850 Atlanta, GA 30339, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, Barge Design Solutions, Inc. certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

OFFEROR / CONTRACTOR

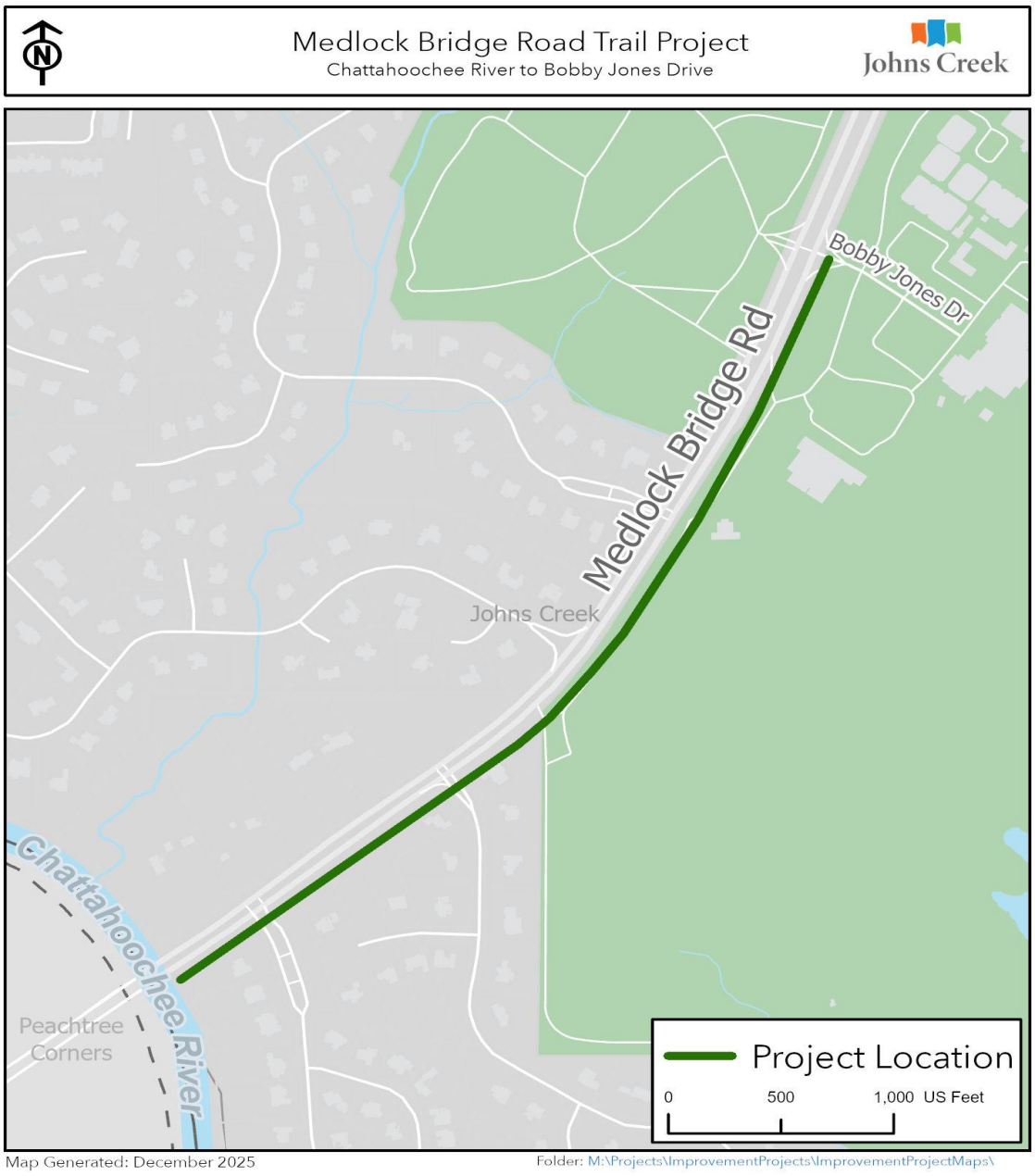
Date: 1/12/2026 **Signature:** _____

Print Name: Stephen Mosher, PE, PTOE **Title:** Vice President

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EXHIBIT D

MAP



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EXHIBIT D

SOLICITATION AND ADDENDA

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Johns Creek
GEORGIA
PURCHASING

REQUEST FOR QUALIFICATIONS

RFQ Number: **26-013**	RFQ Title: **Professional Engineering Services for SR141 / Medlock Bridge Rd Trail (Chattahoochee River to Bobby Jones Drive)**
RFQ Due Date and Time: Local Time: **January 13, 2026, 2:00pm ET**	Number of Pages: 32

ISSUING DEPARTMENT INFORMATION	
Issue Date: **December 11, 2025**	
City of Johns Creek Purchasing Division 11360 Lakefield Drive Johns Creek, Ga. 30097	Phone: 678-512-3233 Fax: 678-512-3286 **Website:** www.johnscreekga.gov

INSTRUCTIONS TO OFFERORS	
Submitting Request for Qualification (RFQ): All bid submissions shall be submitted **electronically and with hard copies (6) in person at City Hall.** All questions must be submitted via BidNet no later than 5:00 pm on **December 30, 2025**. Answers to questions & Addendums will be posted on BidNet. **Pre-Bid Conference** (optional attendance) will take place 10:00AM December 18 at City Hall (1st Floor-Ocee Rm): 11360 Lakefield Drive, Johns Creek, Georgia. 30097 Instructions for registering for BidNet can be found in special instructions:	**Envelope #1 (2 PDF's) Submission:** 1 PDF: required RFQ forms (1 PDF). W9, E-verify, 50-36-1, submittal, cover page, drug free workplace etc... 1 PDF Technical Proposal: Defined in Section 3.0 Qualifications, Experience, Approach, References, Staff, (proposal defines RFQ), etc. ***No cost proposals shall be submitted for this RFQ.*** ***RFQ* Due & received by: January 13, 2026, 2:00pm ET *Both hard copies & electronic.*** Special Instructions: Register for BidNet at: https://www.johnscreekga.gov/Residents/Purchasing click: register and view quote/RFP opportunities
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name (Firm)/Address:	**Authorized Offeror Signatory:** **(Please sign in ink)**
Offeror Phone Number:	**Offeror Print Name:**
Offeror Federal I.D. Number:	**Offeror E-mail:**

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

OFFEROR'S RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFQ for the City of Johns Creek

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFQ and is an excellent source of information for any questions you may have.

3. _____ **Attend the pre-bid, proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFQ.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions online in BidNet by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ are available online in BidNet and will include all questions asked and answered concerning the RFQ.

5. _____ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Statement of Qualifications is evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., required documents, RFQ cover page, submittal page, Everify, 50-36-1 form, W9, Drug Free Workplace, COI example, etc.

8. _____ **Check for RFQ addenda.** Before submitting your response, check online in BidNet for any addenda the City has issued. Submission of Bid acknowledges receipt of addendums however, recommended to include with bid submission signed copies.

9. _____ **Review and read the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late Statement of Qualifications responses are never accepted. Don't wait till last minute to upload electronically in BidNet.

This checklist is provided for assistance only and should not be submitted with Offeror's Response

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CITY OF JOHNS CREEK
REQUEST FOR STATEMENT OF QUALIFICATION LETTER
RFQ 26-013

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualification (RFQ).

It is understood and agreed that this Statement of Qualification constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualification is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualification, we guarantee and certify that all items included in this Statement of Qualification meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualification shall be valid and held open for a period of one hundred twenty (120) days from Request for Statement of Qualification opening date.

STATEMENT OF QUALIFICATION SIGNATURE AND CERTIFICATION
(Offeror to sign and return with Statement of Qualification)

I certify that this Statement of Qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualification for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualification and certify that I am authorized to sign this Statement of Qualification for the offeror. I further certify 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.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

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CITY OF JOHNS CREEK

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.

Please complete this form and return as part of your RFQ package when it is submitted.

Name of Offeror _____

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value	**Description**
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Johns Creek and your relation:

_____	_____
_____	_____

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1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Johns Creek, Georgia (City) requests technical proposals from qualified professionally licensed firms for engineering, design and related professional services for the **SR 141/ Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive) (**a Local Let Georgia Department of Transportation (GDOT) project with Federal Highway Administration (FHWA) funding**).**

The awarded Contractor shall collaborate with City staff on the above project throughout the lifecycle of the project. Contractor shall provide services in accordance with the project schedule established by the City of Johns Creek Public Works department.

The City intends to select a consulting firm through the qualification-based selection process, and intends to execute a consulting agreement (with annual renewal options not to exceed 5 years) with the selected firm for services to be provided. The selected consultant will work and coordinate with the City of Johns Creek Public Works Department, and the Georgia Department of Transportation throughout the life of the project. The selected firm will be expected to provide services in accordance with the project schedule established by the City of Johns Creek and the Georgia Department of Transportation.

1.2 Eligibility/Qualifications

To be eligible for award of a contract in response to this solicitation the Offeror should demonstrate that they, or the principals assigned to the contract, have successfully completed services, as specified in the Technical Specifications/Scope of Services section of this solicitation, and are normally and routinely engaged in performing such services. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Johns Creek.

Offeror should provide the City with credentials supporting their past experience, expertise, including organization, amount of fleet, and labor/manpower, to insure satisfactory execution of the services contained in the RFQ. Offeror should provide a list of references with particular emphasis on other governmental agencies, and include clients and past clients within the Atlanta Metropolitan area, and the number of years in business providing these services.

1.2.1 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Johns Creek certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statements of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

1.2.2 Offerors Conference

There will be a voluntary attendance offerors conference scheduled for the date and time listed in the Schedule of Events.

1.3 Schedule of Events

See Appendix A for the detail Schedule of Events.

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1.4 Restrictions on Communications with Staff

All questions about this RFQ must be submitted online through BidNet in the following format:

1. Question
   Citation of relevant section of the RFQ
2. Question
   Citation of relevant section of the RFQ

Questions must be submitted online only through the electronic bidding platform. Go to the city website purchasing page https://www.johnscreekga.gov/Residents/Purchasing and follow the links to the Georgia Purchasing Group by BidNet. Questions must include the company name and the referenced RFQ section.

Additional assistance is available by emailing the City of Johns Creek Purchasing Department at: purchasing@johnscreekga.gov .

From the issue date of this RFQ until a offeror(s) is selected and the selection is announced, offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right to reject the Statement of Qualification of any offeror violating this provision. All questions concerning this RFQ must be submitted electronically online via BidNet. No questions other than online will be accepted. No response other than online will be binding upon the City.

1.5 Definition of Terms

OCGA – Official Code of Georgia Annotated (State Statute)

Offeror – Respondent to this Request for Statement of Qualifications

RFQ – Request for Statement of Qualifications

1.6.1 Resulting Contract

This RFQ and any addenda, the Offeror's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

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1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.6.4 Prime Contractor/Subcontractors

Offeror(s) Statement of Qualifications selected as most advantageous to the City based on evaluation factors set forth in the RFQ shall be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Statement of Qualification. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFQ shall create any contractual relationships between any subcontractor and the City.

1.6.5 Offeror's Signature

The Statement of Qualification must be signed in ink by an individual authorized to legally bind the business submitting the Statement of Qualification. The Offeror's signature on a Statement of Qualification in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Johns Creek from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.7 Submitting a Statement of Qualification

1.7.1 Organization of Statement of Qualifications

Offerors must organize their Statement of Qualifications (RFQ) into sections that follow the format of this RFQ, separating each section example: 3.5 Supplier Qualifications / Experience. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following

Statement: "(Offeror's Name)" understands and will comply.

1.7.2 Failure to Comply with Instruction

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Copies Required and Deadline for Receipt of Statement of Qualifications

Offerors must submit Statement of Qualifications both; hard copies (6) in person/mail at City Hall and online electronically through BidNet. Statement of Qualifications, all required documents, and any additional bid documents must be delivered and uploaded into BidNet.

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RFQ responses must be received prior to 2:00 pm, Tuesday, January 13, 2026, both at City Hall and electronically in BidNet.

1.7.5 Late Statement of Qualifications

Regardless of cause, late Statements of Qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Statement of Qualifications will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.8 Required Review

1.8.1 Review RFQ

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the City's identified procurement officer in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

1.8.2 Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions online only via BidNet on or before **5:00pm December 30, 2025**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3 City's Answers.

The City will provide an official written answer within three (3) business days to all questions received by **December 30, 2025,** 5:00pm. The City's response will be by formal addendum published online via BidNet. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be published on BidNet. Offerors acknowledge receipt of addendums electronically with Proposal submissions and may also provide signed copies of addendums in their Statement of Qualification.

1.8.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, offeror agrees to acceptance of the standard terms and conditions and standard contract as set out in Section 5.0 of this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the City's identified procurement officer by the date for receipt of questions or with the Offeror's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal addendum issued for this RFQ and will apply to all offerors submitting a response to this RFQ.

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1.8.5 Project Oversight and Staffing

The successful offeror will report to the City's Project Manager, (TBD at contract award).

2.0 RFQ STANDARD INFORMATION

2.1 Authority

This RFQ is issued under the authority of the Purchasing Division of the City of Johns Creek. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.2 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, Request for Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.3 Receipt of Statement of Qualifications and Public Inspection

2.3.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Johns Creek (3) any company financial information requested by the City of Johns Creek to determine offeror(s) responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the procurement officer in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualification.
- The Statement of Qualification does not contain confidential material in the cost or price section.
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualification containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a

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"right to know" (open records) request from another party.

2.4 Classification and Evaluation of Statement of Qualifications

2.4.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive

All Statement of Qualifications will initially be classified as either "responsive" or "non-responsive". Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.4.3 Evaluation of Statement of Qualifications

All responsive Statements of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.4.4 Completeness of Statements of Qualifications

Selection and award will be based on the Offeror's Statements of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Evaluation Committee Recommendation

The Evaluation Committee will provide a written recommendation for contract award to the Procurement Officer that contains the scores, justification and rationale for its decision.

The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring I the Evaluation Committee's recommendation.

2.5 City's Rights Reserved

Issuance of the RFQ in no way constitutes a commitment by the City of Johns Creek to award and execute a contract. Upon determination of such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

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- Cancel or terminate this RFQ;
- Reject any or all Statements of Qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statements of Qualifications;
- Not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate City funds are not available.

3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the Statement of Qualification before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 Background Information

The City of Johns Creek is located in the northeast corner of Fulton County; bounded on the south by the Chattahoochee River, on the east by Gwinnett County and the Chattahoochee, on the north by and on the west by the cities of Alpharetta and Roswell. Johns Creek has an approximate population of 84,000. Johns Creek is the 10th largest city in the state of Georgia, Marietta being the 11th largest. Johns Creek officially became a city on Dec. 1, 2006, when governance of the new city transferred from Fulton County to Johns Creek's elected officials and city government. Johns Creek's transition from six unincorporated northeast Fulton communities - Newtown, Warsaw, Ocee, Shakerag, Autrey Mill and Johns Creek - to cityhood was initiated through the state legislative process and approval of House Bill 1321. Governor Sonny Purdue signed House Bill 1321 on March 29, 2006 and voters approved incorporation on July 18, 2006.

3.1.1 Project Information

This project proposes the construction of a 10‘-wide multi-use trail along the east side of SR 141/Medlock Bridge Road from the south end of the Chattahoochee River bridge to Bobby Jones Drive. A separate segment to be constructed between Bobby Jones Drive and State Bridge Road, this segment will complete a continuous trail network along SR 141 through Fulton County (and the City of Johns Creek), spanning from the Chattahoochee River (Gwinnett County) to McGinnis Ferry Road (Forsyth County). In addition, this trail network would provide access to the Medlock Bridge Chattahoochee River National Recreation Area.

This solicitation will include engineering services following all requirements associated with federal funding. Survey and initial concepts have been completed.

3.2 Overview of Project Scope

The awarded firm shall prepare and submit a proposed detail Scope of Services. Below are a few of the overview items to be included in the project detail Scope of Services:

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- Validate existing Concept and Prepare Concept Report for approval
- Prepare Preliminary Engineering and Construction Cost Estimates
- Prepare Right-of-Way Plans
- Prepare Final Engineering Plans, Construction Cost Estimate and Utility estimates to be coordinated with the City
- Prepare handouts and displays; Participate in miscellaneous Stakeholders / Public meetings (2), as required
- Participate in Council meetings, as required
- Coordinate with Georgia Department of Transportation, as required
- Other services / items as needed
- Coordinate with proposed improvements in the area including but not limited to GDOT access permits, local land disturbance permits, and local design / construction projects.

3.3 SCOPE OF SERVICES

The selected firm will be requested to prepare and submit proposed scopes of services and fees to produce project related documents or provide the requested services.

The City will review the submittal and accept, reject, or negotiate a final scope and fee with the selected Consultant. Upon acceptance of a final scope and fee for the project, the City will issue to the Consultant a contract indicating acceptance of the project Statement of Qualifications and authorization to commence services in accordance with the agreement and the project Request for Qualifications.

It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the project documents to complete the detailed scope tasks as stated below. The completed design must comply with all applicable local, state, and federal environmental laws and regulations. **Federal funds will be utilized for this project.** Therefore, the Georgia Department of Transportation's Plan Development Process shall be strictly adhered to and the design must comply with the latest Americans with Disabilities Act (ADA) requirements and the Georgia Department of Transportation's Standard specifications for the preparation of Roadway Construction Plans. All decisions will be the result of a balance of engineering, environmental, and economic considerations.

The following standards shall be utilized but not limited to for the project, to the maximum extent reasonable and prudent:

1. Georgia Department of Transportation (GDOT) Design Policy Manual (current edition), and applicable addenda.
2. Georgia Department of Transportation (GDOT) Standards and Specifications (current edition), and applicable addenda.
3. AASHTO Standards, latest edition and applicable addenda, including Design of Pavement Structures, Policy on Geometric Design of Highways and Streets, Roadside Design Guide, and applicable addenda.
4. Manual on Uniform traffic Control Devices (MUTCD) current edition, and applicable addenda

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5. GDOT Survey Manual (current edition), and applicable addenda
6. City of Johns Creek Development Regulations
7. City of Johns Approved Comprehensive Master Plan (Comp Plan)
8. North Fulton Transportation Master Plan

3.4 RFQ/ Project General Information

1. The City will select the best qualified consultant(s) based on the information received from interested firms as a result of this solicitation.

2. Consultant and sub-consultants must be pre-qualified for work with Georgia Department of Transportation for Area Classes as follows:
    a. 1.06 – Environmental Studies
    b. 1.06(a) - NEPA
    c. 1.06(b) - History
    d. 1.06(c) - Air Quality
    e. 1.06(d) - Noise
    f. 1.06(e) - Ecology
    g. 1.06(f) - Archaeology
    h. 1.09 - Location Studies
    i. 3.03 – Multi-Lane Urban Roadway Widening and reconstruction
    j. 3.07 – Traffic Operations Design
    k. 3.09 – Traffic Control Systems Analysis, Design and Implementation
    l. 3.12 – Hydraulic and Hydrological Studies (Roadway)
    m. 3.13 – Facilities for Bicycles and Pedestrians
    n. 5.01 - Land Surveying
    o. 5.02 - Engineering Surveying
    p. 9.01 – Erosion, Sedimentation, and Pollution Control Plan Preparation and Implementation

3. City of Johns Creek will expect to liaison with a single project manager representing the prime consultant firm and the sub-consultants. The City of Johns Creek reserves the right to approve sub-consultants. *Project Manager listed in the RFQ will not be changed without the approval of the City*.

4. This project has federal funds programmed and it is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Statement of Qualification. Consultant(s) should assume a projected Notice to Proceed (NTP) around March 2026 and anticipates the following phases to be awarded as a result of this RFQs:

    Phase 1 – Survey and Database Preparation
    Phase 2 – Concept
    Phase 3 – Public Information
    Phase 4 – Environmental Document
    Phase 5 – Preliminary Engineering
    Phase 6 – Right of way Plans

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Phase 7 – Final Plans

Additional project phases will be negotiated as necessary.

5. City of Johns Creek reserves the right to cancel any and all Request for Qualifications at any time when it is determined to be in the best interest of the City.

6. City of Johns Creek also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

7. Generally, the Department' position is **not** to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a **Pre-Award Debriefing** can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided after the announcement of the short-listed firms within the time period posted on the website. **All requests must be made and scheduled within this time frame. Any request outside of this period will be accommodated only at the discretion and convenience of the Department's staff.**

Incomplete submittals will not be considered. Late submittals will not be accepted.

MANDATORY RESPONSE-TECHNICAL PROPOSALS

3.5 Project Understanding & Approach - 30 Points Max

The Consultant shall demonstrate an understanding of the City's goals, project constraints and objectives for the project. The consultant must also understand the project's challenges and issues and what affect they will have on project delivery. *Simply restating the scope of services does not demonstrate an understanding of the project.*

The City of Johns Creek is interested in approaches that are innovative and economic. Also this is a priority project so consultants' availability and their ability to aggressively progress the project schedule. The Consultant should also address their approach to working with Georgia Department of Transportation Project Manager and the City of Johns Creek.

Basis of Evaluation

- Does consultant understand local let process?
- Is the project discussion appropriate?
- Are personnel listed adequate to implement the schedule?

3.6 Experience / Qualifications of Project Team of Similar Scope – 30 Points Max

The Consultant shall demonstrate similar project experience of prime Consultant and sub-consultant. Projects of a similar size and content, to the proposed project, should be included. The consultant shall present an organization chart showing the reporting structure for the project team, including the proposed task leaders for all major work categories.

Basis of Evaluation.

- Relationship of Experience to this project as it relates to size, quality and relevance.
- Relationship of Experience as it relates to similar Projects

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- Does description include all major work categories and how personnel function within categories?
- Information should be complete, in a clear and concise manner.

3.7 Qualifications of Project Manager– 20 Points Max.

A short description of the Project Manager's experience on similar project work shall be prepared. *Project Manager listed in the RFQ will not be changed without the approval of the City*.

Basis of Evaluation

- Quality and relevant experience
- Demonstrated experience and reputation of project manager in the management of similar type projects.

3.8 Project Schedule – 10 Points Max

Discuss tentative project schedule demonstrating the Consultants' approach to delivering the project to completion.

Basis of Evaluation

- Discuss method and timing of implementing project
- Does consultant understand City project timeline approach and GDOT project timeline approach?
- Is the project schedule appropriate?
- Are personnel adequate to implement the schedule?

3.9 References (Similar Scope) – 10 Points Max

Provide a minimum of five (5) references. A minimum of two references will be contacted to confirm the Consultant's history of project performance and project manager performance (shortlist if required and NOIA firm). Scores will be based on the average of references responding. Include customer's name, contact name, email, phone number and brief general description of project and project budget.

Basis of Evaluation

- Perception of the firm on similar projects
- Perception of the project manager on similar projects
- Perception of the firms / projects managers ability to meet the project schedule
- Perception of the responsiveness of project manager / firm

3.10 Bid Evaluation

The following criteria are also considered during the selection process:

1. Compliance with bid required documents (responsiveness)
2. Completeness of bid technical response to section 3.5 to 3.8
3. Additional Submittal Requirements / Response
4. If required, shortlist interviews

4.0 STATEMENT OF QUALIFICATION SUBMISSION AND EVALUATION

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4.1 Process for Submitting Statements of Qualifications

4.1.1 Preparation of Statement of Qualifications

Failure to meet these requirements will result in the Statement of Qualifications being determined "non-responsive" and the entire submittal will be rejected.

Statement of Qualifications Format

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the Technical Proposal, the Offeror should reference these materials in the Technical Proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed. To aid in thorough and consistent review, the technical proposal shall be submitted on no more than ten (10), one sided 8 ½" x 11" pages in no smaller than 10 point font and shall be organized. All pages shall be numbered. Standard purchasing required documents & forms required by the City (such as Immigration and Security Form and Affidavit Verifying Lawful Presence etc.) shall not count towards the page limit. **Please upload RFQ/City forms in a One (1) separate PDF in Envelope #1 and one (1) upload PDF of technical proposal also in Envelope #1. Offerors will also submit in person or mail six (6) hard copies of technical proposal in an Envelope with firms name and marked Technical Proposal Envelope #1 or loose in a box (1 copy required forms stappled non-binded).**

Additional Submittal Requirements / Response (Proposal-insert after 3.5 to 3.8 response)

1. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), joint venture partner information (if applicable), and sub-consultants to be used by the firm. If the firm has branch offices, state which office will be performing the majority of the work.

2. Provide the following information for prime and sub-consultant(s) for the last three (3) years: average and maximum number of permanent Georgia employees. For any work being performed outside of Georgia, include personnel.

3. Provide a brief description of all relevant or related projects completed (including construction costs) within the last five (5) years. Include the personnel that worked on the project, name of the project owner, contact information, and where the work was performed.

4. One page of the Statement of Qualifications shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11" x 17" in size. Additional information should not be added on this page. Note: This page is included in the 10-page limit for the submission.

5. Provide brief descriptions of key personnel who will perform the work. Personnel information should include professional registrations, years of experience, years with firm, and project experience of the individual (in addition to section 3.5 to 3.8).

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6. The Consultant's proposed Project Manager shall be identified and must be a professional engineer licensed in Georgia (provide copy of valid license).

7. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.

4.1.2 Packaging of Statement of Qualifications

Offerors must submit Statements of Qualifications BOTH online through BidNet and six (6) hard copies in person / mail at City Hall. All electronic and hard copy Statements of Qualifications must be uploaded in designated envelopes in BidNet and hard copies be marked in package.

Statements of Qualifications must be received electronically through BidNet and hard copies received at City Hall prior to 2:00 pm, Tuesday January 13, 2026 Eastern Time.

Outside of package for hard copies shall be marked as:

City of Johns Creek
Purchasing Bid 26-013
11360 Lakefield Drive
Johns Creek, GA. 30097
(Phone if needed - 678-512-3233)

The contents of package and electronic submission shall include:

A). 1 PDF upload in BidNet, Required Forms / RFQ Documents & 1 copy in sealed envelope in hard copy package:

- Required Documents. (RFQ cover page, RFQ Statement of Qualifications Letter, Disclosure Form, W9, E-verify, 50-36-1 form (person submitting Statement of Qualifications), example COI, Drug-Free Workplace, copy of any professional licenses etc.) ONLY One Copy needed have in 1 sealed envelope and 1 scanned PDF in BidNet.

B). Technical Proposal 1 PDF upload in BidNet & six (6) hard copies in packet for in person/mail delivery (no hard binders).

- Firm Introductory letter
- Project Understanding & Approach-section 3.5
- Experience / Qualification of Project Manager-section 3.6
- Experience / Qualifications of Project Team of Similar Scope-section 3.6.1
- References (minimum 5) section 3.7 (keep in mind your 10 page 1 sided 10 font or higher technical proposal limit)
- Additional Submittal Requirements Section

4.1.3 Submission of Statements of Qualifications

Any Statement of Qualifications received after the due date and time will not be accepted by BidNet and or late hard copies delivered to City Hall will not be opened.

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4.2 Evaluation Process

All responsive Statements of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered.

4.2.1 Administrative Review

The Statements of Qualifications will be reviewed by the RFQ Issuing Officer for the following administrative requirements:

1. Submitted by deadline.
2. Sealed Technical Submission of Proposals.
3. All required documents have been submitted.
4. All documents requiring an original signature have been signed and are included.

4.2.2 Mandatory Requirements Review

Statements of Qualifications which pass the administrative review will then be reviewed by the Technical Evaluation Committee to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Proposals Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical proposals that scored above the mean score for all Statements of Qualifications, will be ranked for further evaluation.

The following items are evaluation criteria for all qualifying submittals and will be rated on a point basis by the Evaluation Committee. Offerors must provide all information as required in Section 3.0.

▪ Project Understanding & Approach	(30)
▪ Experience / Qualifications of Project Team	(30)
▪ Project Schedule	(10)
▪ Experience / Qualifications of Project Manager	(20)
▪ References	(10)
	100 points

4.2.4 Interviews

The City reserves the right to invite Offerors to participate in a virtual or in-person interview for further clarity and insight to their firms Technical Proposal.

4.3 Rejection of Statements of Qualifications/Cancellation of RFQ

The City reserves the right to reject any or all Statements of Qualifications, to waive any irregularity

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or informality in a Statement of Qualification, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statements of Qualifications that do not contain all elements and information requested in this document. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

4.4 City's Right to Investigate and Reject

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

4.4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

5.0 TERMS AND CONDITIONS

5.1 RFQ Amendments

The City reserves the right to amend this RFQ prior to the Request for Qualifications due date. All amendments and additional information will be posted to BidNet https://www.bidnetdirect.com/georgia/cityofjohnscreek and the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp . Offerors are encouraged to check these websites frequently for addendums.

5.2 Statement of Qualification Withdrawal

A submitted Statement of Qualification may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Statement of Qualification must be signed by an authorized individual.

5.3 Cost for Preparing Statement of Qualifications

The cost for developing the Request for Qualifications is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

5.4 Contract

Prior to award, the apparent winning Offeror(s) will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Offeror's Statement of Qualification.

The City reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

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5.4.1 Contract Term

The term of this contract shall be from commencement of services and until all services are rendered and all invoices postmarked by the City during said term shall be filled at the contract price.

5.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Johns Creek, the Offeror must disclose each relationship.

5.6 Minority Business Policy

It is the policy of the City of Johns Creek that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Johns Creek encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 State 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

5.7 ADA Guidelines

The City of Johns Creek adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.8 Compliance with Laws

The Offeror/Contractor will comply with all City, State of Georgia, and Federal laws, rules, and regulations.

5.9 Governing Terms

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by offeror and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after offeror’s receipt of this contract, shall not be binding upon City. City’s silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.10 Indemnification

Offeror shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney’s

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fees) relating to or arising from (a) offeror's breach of any of the representations and warranties contained herein; (b) Offeror's failure to follow City's specifications; (c) Offeror's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of offeror, its employees, independent contractors,, agents, and suppliers.

5.11 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.12 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than $1,000,000.00 per person and $2,000,000.00 per occurrence, and property damage with limits of no less than $1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance with limits of no less than $500,000. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of $2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage. The certificate holder is to be issued to:

City of Johns Creek
11360 Lakefield Drive
Johns Creek, GA. 30097

Additional Insurer box must be checked off on the Certificate of Insurance.

5.13 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to offeror/contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.14 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

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5.15 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.16 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.17 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

5.18 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Request for Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

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APPENDIX A SCHEDULE OF EVENTS
RFQ #26-013

Event	**Date**
Release of RFQ	December 11, 2025
Pre-Bid Conference– (Recommended)	December 18, 2025
Deadline for Written Questions *Submit only electronically via BidNet	December 30, 2025
Deadline to Submit Bid Via electronically BidNet & hard copies to: : City of Johns Creek Purchasing Re: RFQ 26-013 11360 Lakefield Drive Johns Creek, GA 30097	January 13, 2026 @ **2:00 PM**
Shortlist Notification / or NOIA	w/i 14 days after closing
Shortlist Interviews (if applicable)	TBD (if applicable)
Anticipated Council Work Session Discussion	TBD
Anticipated Council Meeting Approval Vote	TBD
Award/Notice to Proceed	February-March 2026

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APPENDIX B
IMMIGRATION AND SECURITY FORM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs _____ ***employee**s (must enter)*.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

_____
EEV / Basic Pilot Program* User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____ 201___

_____
Notary Public
My Commission Expires:_____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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O.C.G.A. § 50-36-1(e)(2) Affidavit

Verifying Lawful Presence in the United States

(Individual submitting Statement of Qualification on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) _____, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

☐ I am a United States citizen.

☐ I am a legal permanent resident of the United States.

☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state).

_____
Signature of Applicant

_____
Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the _____ day of _____, 20_____.

_____
(Clerk/Notary Public)

My commission expires: _____

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CERTIFICATION ON SPONSER
DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____ _____, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor,_____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

OFFEROR / CONTRACTOR

Date: _____ Signature: _____

Print Name: _____ Title: _____

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

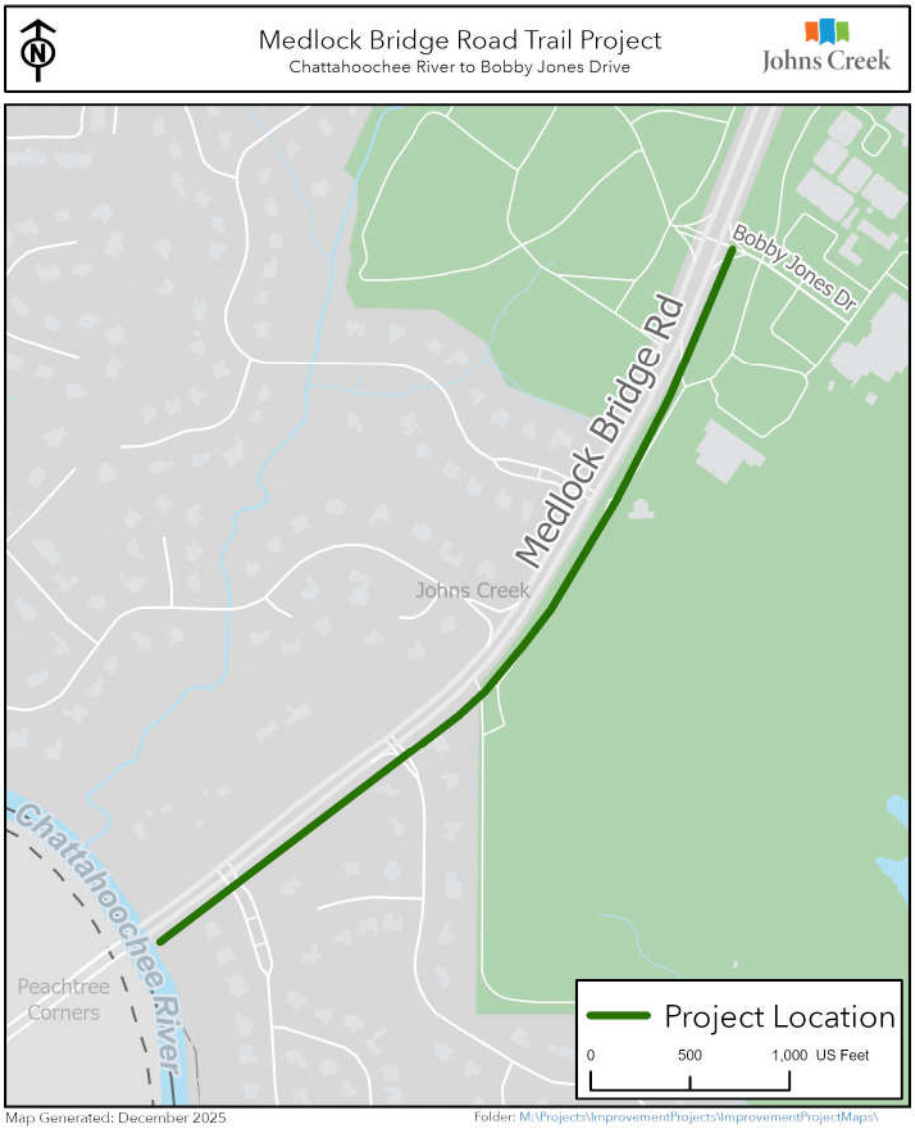
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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APPENDIX C LOCATION MAP



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Johns Creek
GEORGIA

4Q: Is the contract just for concept?

4A: The contract is for full engineering through construction documents.

5Q: Can the deadline be extended?

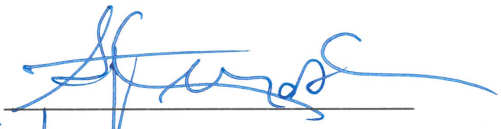
5A: The deadline has been extended to January 20, 2026, 2:00PM ET

Bid Due Dates for the RFP:

All proposal submissions are due electronically to BidNet with hard copies delivered to City Hall **no later than 2:00 PM ET Tuesday, January 20, 2026**. Any questions regarding bid submissions, feel free to email purchasing@johnscreekga.gov.

All addendums are electronically acknowledged at submission of bid within BidNet. Firms shall include this acknowledgement of receiving RFP 26-013 addendum #1 and included with your forms and documents.

Firm: Barge Design Solutions, Inc.

Signature: 

Date: 1/12/2026

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Johns Creek
GEORGIA

ADDENDUM #2

Request for Qualifications (RFQ)
Bid #26-013
Professional Engineering Services for SR141/ Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive)

To All Prospective Offerors:
To following is Addendum Number #1 for the above solicitation.

1. **Concept Drawing**
2. **Answers to Questions asked in BidNet**

Bid Due Dates for the RFP:

All proposal submissions are due electronically to BidNet with hard copies delivered to City Hall **no later than 2:00 PM ET Tuesday, January 20, 2026**. Any questions regarding bid submissions, feel free to email purchasing@johnscreekga.gov.

All addendums are electronically acknowledged at submission of bid within BidNet. Firms shall include this acknowledgement of receiving RFP 26-013 addendum #2 and included with your forms and documents.

Firm: Barge Design Solutions, Inc.

Signature: _____

Date: 1/12/2026

Purchasing Division

11360 Lakefield Drive | Johns Creek, GA 30097 | JohnsCreekGA.gov | 678-512-3200 | Fax: 678-512-3244

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

CITY OF JOHNS CREEK
REQUEST FOR STATEMENT OF QUALIFICATION LETTER
RFQ 26-013

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualification (RFQ).

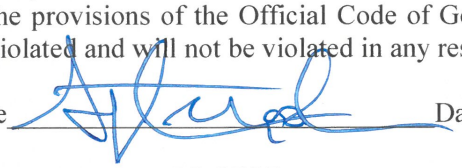
It is understood and agreed that this Statement of Qualification constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualification is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualification, we guarantee and certify that all items included in this Statement of Qualification meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualification shall be valid and held open for a period of one hundred twenty (120) days from Request for Statement of Qualification opening date.

STATEMENT OF QUALIFICATION SIGNATURE AND CERTIFICATION
(Offeror to sign and return with Statement of Qualification)

I certify that this Statement of Qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualification for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualification and certify that I am authorized to sign this Statement of Qualification for the offeror. I further certify 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.

Authorized Signature  Date 1/12/2026

Print/Type Name Stephen Mosher, PE, PTOE

Print/Type Company Name Here Barge Design Solutions, Inc.

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CITY OF JOHNS CREEK

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.

Please complete this form and return as part of your RFQ package when it is submitted.

Name of Offeror Barge Design Solutions, Inc.

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

N/A

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value	Description
N/A	N/A

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Johns Creek and your relation:

N/A	N/A

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EXHIBIT E

SOLICITATION RESPONSE FROM CONSULTANT

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BARGE DESIGN SOLUTIONS®

City of Johns Creek

PROFESSIONAL ENGINEERING SERVICES FOR SR141 / MEDLOCK BRIDGE RD TRAIL (CHATTAHOOCHEE RIVER TO BOBBY JONES DRIVE)

RFP Number 26-013
January 20, 2026

TECHNICAL PROPOSAL

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

January 20, 2026
City of Johns Creek
Purchasing Bid 26-013
11360 Lakefield Drive
Johns Creek, GA 30097

RE: RFQ 26-013 – Professional Engineering Services for SR 141 / Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive)

Dear Members of the Selection Committee:

The City of Johns Creek is a vibrant, connected community that continues to invest in infrastructure to enhance quality of life, mobility, and safety for its residents. The City's leadership has demonstrated a clear commitment to well-planned, community-focused Multi-Modal improvements, and Barge Design Solutions (Barge) is proud to have partnered with you on these efforts. We are excited about the opportunity to continue this partnership through the Medlock Bridge Road Trail.

We understand the city values consultants who not only bring technical expertise but also know the community, respect its priorities, and deliver projects utilizing GDOT's Plan Development Process. Our proven track record of delivering for Johns Creek local projects will show how we can efficiently execute our plans to deliver this contract. Our approach emphasizes early validation of the existing concept, realistic scoping, and disciplined coordination with the City and GDOT to keep the project moving efficiently through environmental documentation, preliminary engineering, right-of-way plans, and final design.

Key strengths our team brings to the SR 141/Medlock Bridge Road Trail include:

Proven Local-Let and Federally Funded Project Experience.
Our team has extensive experience delivering locally let as well as projects subject to federal requirements, including strict adherence to GDOT's PDP & LAP manual, as well as experience with environmental permitting and FHWA compliance. This experience allows us to anticipate approval milestones, avoid rework, and maintain momentum through each phase of delivery.

Client-Focused, PDP-Experienced Project Manager.
We will make available our most dedicated transportation Project Manager, Rakeem Jackson, who will serve as the primary point of contact. Having already provided leadership on Johns Creek projects, Rakeem offers invaluable continuity. He understands your processes, expectations, and stakeholders, and will ensure seamless communication, risk management, and timely project delivery. His experience on similar projects following GDOT's Plan Development Process, coordinating with the Office of Program Delivery (OPD), and his training for GDOT Locally Administered Projects makes our team exceptionally prepared to anticipate and proactively manage the many risks to this project's timely delivery using FHWA funds.

Context-Sensitive Trail & Sidewalk Design.
Designing a multi-use trail along a heavily traveled corridor such as SR 141/Medlock Bridge Road requires careful attention to safety, constructability, constraints, and public input. Our team has a strong track record of delivering context-sensitive pedestrian and bicycle facilities that balance mobility, environmental considerations, and stakeholder expectations, while minimizing disruptions during design and construction.

Accurate Scoping.
We recognize that the scoping and concept phase sets the trajectory for cost, schedule, and success. Our expertise in identifying property, utility, and environmental challenges early allows us to create the best alignment from the outset, protecting Johns Creek from scope creep and aligning available funds with a realistic solution.

We hope this proposal conveys our passion for continuing to serve Johns Creek and our confidence in delivering high-quality, community-focused outcomes. Please contact Rakeem Jackson, our project manager and primary point of contact, at 770-628-7658 or rakeem.jackson@bargedesign.com if you have any questions about this material or our capabilities in general. We look forward to the opportunity to build on our partnership.

Respectfully submitted,

Steve Mosher, Principal in Charge, Authorized Signatory

Rakeem Jackson, Project Manager

BARGE DESIGN SOLUTIONS.



Rakeem Jackson, PE
Point of Contact

770-628-7658
rakeem.jackson@bargedesign.com

Rakeem will serve as the overall Project Manager and primary point of contact for the City of Johns Creek. In this role, he will provide **consistent leadership, coordination, and communication** across all project phases, ensuring the City has a single, reliable source for updates and decision-making. Rakeem brings proven experience managing municipal transportation and GDOT PDP projects, giving him the tools to **anticipate challenges, streamline delivery,** and support the City's priorities.

As the current Project Manager for Johns Creek, Rakeem maintains valuable continuity that **strengthens collaboration and efficiency.** His familiarity with the City's processes, expectations, and stakeholders allows him to **immediately align resources and guide the project team without delay.** By combining this local knowledge with his project management expertise, **Johns Creek benefits from a seamless, client-focused approach that delivers high-quality outcomes.**

Steve Mosher will execute the contract and any required forms as our local VP with signature authority.

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Index

TECHNICAL APPROACH

3.5) Project Understanding & Approach 3
3.6) Experience/Qualifications of Project Team of Similar Scope 4
3.7) Qualifications of Project Manager 7
3.8) Project Schedule 7
3.9) References 7

ADDITIONAL SUBMITTAL REQUIREMENTS

Firm Name/Primary Contact 1
Number of Employees in Georgia 1
Brief Description of All Relevant or Related Project Within the Last 5 Years 2
Organizational Chart (part of technical proposal) 3
Brief Description of Key Personnel 3

APPENDIX A: RESUMES

APPENDIX B: PREQUALIFICATIONS



STATEMENT OF UNDERSTANDING AND COMPLIANCE

Barge understands and will comply with the proposal organization and response requirements outlined in the RFP.

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3.5 Project Understanding & Approach

Project Understanding

The City of Johns Creek proposes the construction of a 10-ft wide multi-use trail (shared-use path) along the east side of SR 141/Medlock Bridge Road from the south end of the Chattahoochee River bridge to Bobby Jones Drive - filling a gap that has been identified in the City's Multimodal Policy. **The SR 141/Medlock Bridge Road Trail is a priority multimodal project that must be delivered within the constraints of a federally funded, locally let process while maintaining schedule certainty and cost discipline.** This pedestrian and bicycle corridor introduces challenges related to roadway alignment, intersection modification, NEPA and environmental documentation, coordination with GDOT, and public visibility.

Because this project is federally funded **all project development activities will follow GDOT's guidelines and policies as stated in its Project Development Process (PDP) manual and GDOT's LAP manual, except where the City of Johns Creek identifies specific local procedures** and policy requirements that should govern. The GDOT Design Policy Manual (DPM), GDOT Pedestrian and Streetscape Guide, and AASHTO Guide for the Design of Bicycle Facilities will serve as the primary sources of the project's design criteria. Construction plans will be developed using GDOT's Electronic Data Guidelines (EDG). Barge has an excellent working knowledge of both the Johns Creek Development Regulations and GDOT's PDP, DPM, and EDG requirements, including applications to pedestrian and bicycle facilities.

Barge understands that **the City's success on this project will be measured not only by the quality of the final design, but by the team's ability to progress efficiently through concept, environmental documentation, preliminary engineering, right-of-way plans, and final design without delays to the milestone schedule or estimated let date.** The following technical approach explains how the Barge team, based on prior experience, will effectively deliver the SR 141/Medlock Bridge Road Trail.

Existing Conditions: This section of Medlock Bridge Road is a divided 4-lane principal arterial with a design speed of 55 mph. The city of Johns Creek is currently evaluating reducing the design speed to 45 mph. The northbound and southbound roadways also contain 8-ft bike lanes. The NB and SB roadway are divided by a 20-ft raised median and bordered by a graded urban shoulder. The intersection of SR 141/Medlock Bridge Road and Bobby Jones Drive is currently signalized and provides accommodation for pedestrians to cross on all 4 legs of the intersection. The existing SR 141/Medlock Bridge Road bridge over the Chattahoochee River matches the typical section of the roadway. The bridge includes a divided 4-lane roadway with 10-ft shoulders, and a raised 20-ft median.

Unique Technical Approaches:

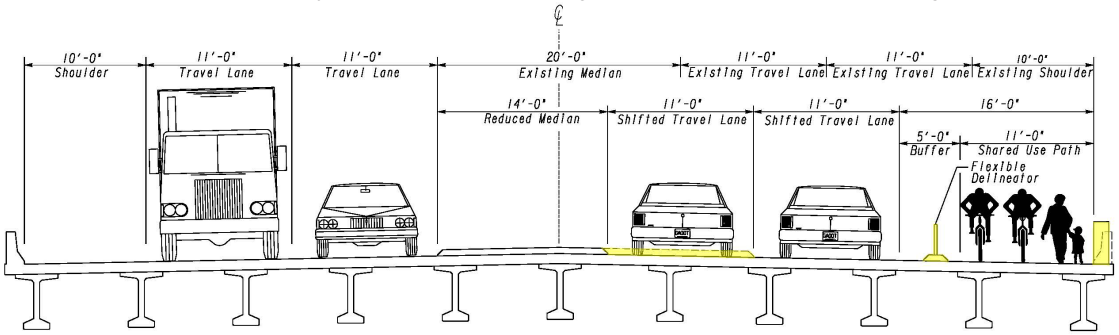
We have visited the project site and reviewed the information available online and offer the following technical advice as a consultant to the City of Johns Creek.

Bridge: Starting from the bridge over the Chattahoochee River, it will be critical to cross the river to provide safe access to the Medlock Bridge - Chattahoochee River National Recreation Area. Barge has identified three solutions to provide a safe crossing. Options include 1) Reduce the speed limit to 45 mph and reconfigure the bridge typical section adding delineators to separate vehicle traffic from the trail; 2) Retain the speed limit of 55 mph and reconfigure the bridge typical section adding a special design traffic barrier to separate vehicle traffic from trail; and 3) provide a new bicycle/pedestrian bridge adjacent to the existing bridge over the Chattahoochee River.

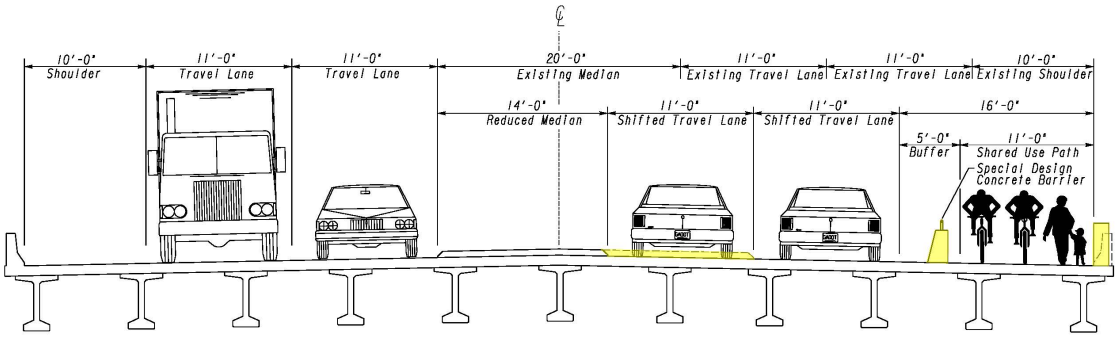
In the case of Options 1 and 2, **the 20-ft raised median would need to be reduced south of, north of, and on the bridge to 14-ft to accommodate the shared use path across the bridge.** The northbound travel lanes would need to be shifted to the inside. This reduced median width would require a Design Variance from GDOT; however, **Steve Mosher and Robert Moses have experience with GDOT Design Variances and previously obtained GDOT approval of a similar Design Variance on SR 9 for the City of Roswell.** Options 1 and 2 will likely require modification of the existing bridge barrier to meet the 42" height requirement for barrier adjacent to a shared use path. Option 2 would also require structural analysis to verify that the additional weight of the concrete traffic barrier does not negatively impact the existing bridge.

For a 55 mph roadway, a 6' traffic shift requires a minimum of 330' of length. South of the bridge the traffic shift can be accomplished before the SB left turn lane to the Recreation Area and north of the bridge the traffic shift can be accomplished before the SB left turn to Vista Bluff Drive. The existing northbound U-turn starting just North of the bridge would be eliminated. This would only impact access to one driveway, and it would still be accessible from the next U-turn approximately 900' farther north. See figures for Options 1 & 2 below. ***See figures for Options 1 & 2 below***

OPTION 1



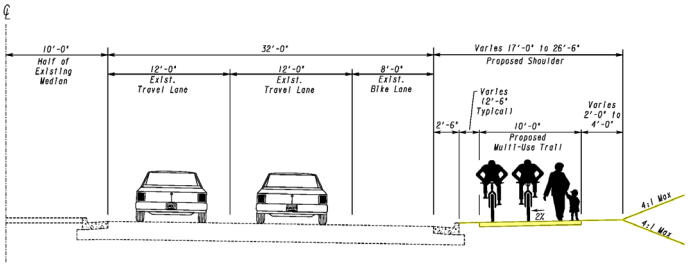
OPTION 2



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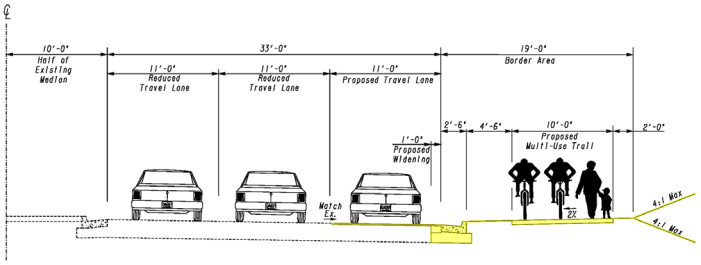
3.5 Project Understanding & Approach cont.

Multi-Use Trail/Shared-Use Path and Roadway: When the citizens cross the SUP along the bridge, they should be greeted by a connection to the 10-ft trail along the East shoulder of SR 141. Where a 8-ft existing paved roadway bikeable shoulder remains, the typical section for the Medlock Bridge Road would put the 10-ft shared use path offset 2.5-ft from the back of curb.



SR 141/Medlock Bridge Rd - NORTHBOUND
Chattahoochee River to Bobby Jones Dr.

Adding the SUP where there is already paved bikeable shoulder creates redundancy in bicycle accommodation utilizing more than 20-ft of ROW. An opportunity presents itself to utilize the existing 8-ft shoulder and convert to a third Northbound travel lane. Creating a third lane NB would partially complete the tier 3 vehicular project , VH301, from the North Fulton County Comprehensive Transportation Plan. **The improvement would require 1-ft of roadway widening along most of the corridor and potentially a 14-ft lane of widening at the right turn lanes to accomplish the third lane.** The existing 12-ft lanes would be striped to 11-ft to allow for three lanes on 33-ft of pavement. The third NB travel lane logical termini would be considered in concept The third lane could start as far south as Vista Bluff Dr and extend as far north as the improvements included in PI 0020927 SR141/Medlock Bridge Road at Old Alabama and State Bridge Road. See the Typical below.
See the Typical below.



SR 141/Medlock Bridge Rd - NORTHBOUND
Chattahoochee River to Bobby Jones Dr

We understand that the City of Johns Creek would prefer a trail that meanders along the East side of SR 141 to avoid utility poles and provide an aesthetically pleasing SUP that limits the cost of utility relocations. In areas where the utility poles are too close to a new third lane, Barge will suggest keeping a trail parallel to the roadway and the poles be moved to the back of the SUP. These items will be considered during concept design.

The SR 141/Medlock Bridge Rd Trail (SUP) will need to cross SR 141 at the intersection of Bobby Jones Drive utilizing 10-ft crosswalks and making modifications to the signal, pedestrian signal poles, and the existing island to accommodate the Trail.

Signal & Traffic: **To accommodate the trail(shared-use path) through the intersection of Bobby Jones Drive and SR 141/Medlock Bridge Road, modifications will be needed to the grassed islands, the pedestrian signal poles, and the cross walks.** Widening the sidewalk from 5-ft to 10-ft and widening the crosswalk to 12-ft wide. Barge will check and modify signal timing to accommodate the crossings of Bicycles and pedestrians.

In another option, this project could also include widening the roadway by 1' to include a third north-bound travel lane through the intersection of Bobby Jones Drive. In this case, the signal poles on the South-East corner of the intersection would be replaced to accommodate the right turn lane and the proposed Trail. Barge will evaluate the best value option for replacing with a new span wire signal or replacing with a mast arm signal. Radar detection will be utilized. This option will require a traffic engineering study and GDOT ICE Waiver to justify to GDOT, the addition of the third NB lane. Options will be vetted in the concept phase for need & purpose, cost, and community context.

ROW & Public Involvement: The Medlock Bridge Road Trail is expected to impact seven parcels, requiring ROW and Easements to construct the trail. The existing brick wall along the River Club Neighborhood will need to be replaced. Early coordination with the River Club neighborhood HOA during the concept phase can center around the Wall's current conditions. The city should negotiate the wall be replaced to allow space for the future Trail. If the wall is not in a condition where it needs immediate replacement, the City can handle during ROW acquisition. The other critical stakeholder is the Atlanta Athletic Club (AAC). The scoping concept currently expects ROW impacts to approximately 2100-ft in this parcel and will be critical to the cost of the project. It will be important to engage with the AAC early in concept and ensure improvements completed on this parcel do not trigger pushback from the club.

Utilities: Utilities and coordination will be critical to this project's successful delivery. Utilities in the area include multiple overhead and underground facilities including Georgia Power, Sawnee EMC, Verizon MCI, Lumen, Comcast, Fulton County Water & Sewer, Zayo, AGL, AT&T, and Johns Creek Fiber. Approximately 11 poles, currently within ROW are expected to be impacted by construction. These poles will need to be moved to the back of the proposed ROW, behind the proposed trail. **Where the existing utility poles are not within the clear zone of the travel lanes, the trail will be meandered to avoid relocating the utility poles.**

Underground utilities will be evaluated for conflicts with the closed drainage system and the trail itself. Utility relocation will be coordinated through 1st and 2nd submission utility owner markups.

Drainage and MS4: The closed storm sewer system will be analyzed for capacity due to the addition of roughly 0.85 ac of impervious improvements. The project will disturb over one acre earth. This project will not qualify for an MS4 Post Construction Stormwater Report (PCSR) Project Level Exclusion. **The footprint and the project outfalls will need to be defined early in the project to allow for early completion of the MS4 PCSR. Each outfall will need to be evaluated for infeasibility and a full GDOT MS4 PCSR will be required.**

Environmental: Rapid identification of site-specific environmental challenges—and those constraints that can drive a project's schedule—is a critical step in effective project execution. **The team appreciates that a thorough understanding of Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act and their respective processes are key factors in efficient, on-schedule project delivery.**

Another critical component of effective project execution is thoughtful and thorough communication. Our environmental team is experienced in coordinating with design engineers, the Office of Environmental Services (OES), the Office of Program Delivery, and the Office of Bridge Design and Maintenance throughout a project's lifetime. They are extremely knowledgeable in both Georgia DOT's Environmental Procedures Manual and Plan Development Process and have successfully met a variety of environmental challenges on a large number of bridge projects through constructive communication. The presence of any sensitive environmental resources will be addressed early and comprehensively with the project team to prevent project delays.

As a federally funded shared-use path project, the project will require a NEPA document. The project is anticipated to be documented as a Programmatic Categorical Exclusion (PCE) due to the low potential for environmental impacts. The project team would work closely to minimize impacts to ensure the project can be processed as a PCE.

The project area includes a number of key stakeholders, including the Atlanta Athletic Club, the Medlock Bridge Unit of the Chattahoochee River National Recreational Area, and numerous subdivisions. Active coordination with these key stakeholders, the City of Johns Creek, and the designers will be important to the success of this project, particularly in building consensus for the benefits of a shared use path in the project area. **An air screening analysis will be required, but as a shared-use path, the project would qualify for a Type III noise screening.**

Ecological resources will be a minor concern for this project. The project will provide a shared-use path connection to the south side of the SR 141 bridge over the Chattahoochee River, which is suitable habitat for a number of plant and aquatic species. **Field surveys will be conducted to identify the extents of waters of the US or state waters. Any minor impacts to waters will be closely coordinated with the design team** to ensure that the project meets the standards of a USACE Regional Permit and if needed, the

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3.5 Project Understanding & Approach cont.

Georgia EPD's requirements for a stream buffer variance. The project area is listed for protected plants, bats, insects, and fish species. Aquatic surveys will not be required for the state-protected fish species, based on recent coordination with Georgia DNR. Seasonal plant surveys are expected to be required, and special provisions for protected bats would be needed.

Cultural resources could be a concern for this project. Extensive subdivision development along the south side of SR 141 has most likely resulted in the loss of notable archaeological sites that had been previously identified in the area. However, the cultural resources team will revisit these sites during the Phase I Archaeology Survey and advise the project team on a strategy to avoid impacts to any contributing deposits. Similarly, the Medlock-Moore House located on the northwest corner of the SR 141 crossing of the Chattahoochee River appears likely to be eligible for the National Register; however, the project would not cause an adverse effect to this resource or the historic marker located on the property.



Management Approach

Strategic Value Approach: We understand the complex issues the City faces while delivering projects. **We understand there are often conflicting priorities between technical staff, city leadership, and procurement. To assist with this, on this project we will use the strategic value approach** to optimize value, including community insight, and environmental considerations.

- **Value Optimization** – This project has been programmed with a defined budget, but inflation continues to drive up the construction costs of infrastructure. The City of Johns Creek and Barge through efficient delivery and budgeting have been able to recently complete critical project components including concepts for the Medlock Bridge Road Trail and the Concept Report and Preliminary Plans for Medlock Bridge Road at Old Alabama Road and State Bridge Road. Our team will be mindful to engineer to budget and **find the best value solution to meet project goals, ROW constraints, and budget.** The best value solution can be validated at each project milestone and will be value engineered where possible. **For example, adding a third travel lane, requiring only 1-ft of additional pavement and new curb & gutter, helps gain the most value out of this project.**
- **Community Insight** – Compliance with Johns Creek's park and trail initiatives , the North Fulton Transportation Master Plan, and the requirements of GDOT require thoughtful design to address project needs and stakeholder concerns. Barge will use effective communication to efficiently deliver a safe project that addresses community input and regional planning, potentially including public meetings and information for the City's website, and meets the City's needs.
- **Environmental** – SR 141/Medlock Bridge Road Trail **through coordination with our environmental lead, Erin Murphy and GDOT OES will be designed to delivery balanced, effective solutions.** Barge will implement strategies that reduce impacts, manage stormwater runoff, and improve community impact to achieve positive environmental outcomes for the City of Johns Creek. **By carefully following Federal and State environmental requirements and designing to keep the environmental document to a Programmatic Categorical Exclusion (PCE), we ensure a thoughtful balance between sustainability and project progress.**

Project Team Delivery: We have deliberately structured our team with an intentional delivery mindset. As such, our management approach will employ the following strategies:

- Shortly after contract award, **our GDOT Local Administered Project(LAP) certified PM, Rakeem Jackson, will request an initial Task Order to immediately begin a concept design evaluation, including meetings with key Johns Creek stakeholders and GDOT to build consensus around the most practical design and delivery strategies.** We will include survey in the initial Task Order to obtain an accurate database to make the best design decisions possible in concept. We will make efficient use of design work previously completed by Barge in the City of Johns Creek Scoping Medlock Bridge Road Trail concept report.
- **Capitalize on the local corridor knowledge on SR 141/Medlock Bridge Road** that the Barge design team has gained by working on the Medlock Bridge Road Trail concepts and PI 0020927 Medlock Bridge Road at Old Alabama and State Bridge Road. Coordination completed with the Atlanta Athletic Club and design responses from GDOT has Barge in position to be proactive to project challenges.
- **Call on experience gained on the GDOT Large Encroachment permit** for PI 0020927 SR 141/Medlock Bridge Ridge Road at State Bridge Road and Old Alabama Road to efficiently kick off the project and anticipate required coordination with GDOT.
- Utilize Barge's knowlefge and **Scott Zehngraff's 30+ years of experience** as experts on GDOT signal design and knowledge of Johns Creek's preferences.
- Using a team limited to two firms to ease communication and coordination required on this project, allowing the team to be efficient in this aspect. **We will rely on the working relationship Barge has gained by successfully delivering projects with VHB's Erin Murphy, Alex Levy, and Jennifer Napier.**
- Use **Robert Moses' 30+ years of GDOT experience** to help our team efficiently evaluate design alternatives, and to efficiently produce a quality set of construction plans for the selected concept, as he has done throughout his career.

Robust Communications Plan: **Rakeem will implement a robust communications plan, based on his experience leading similar project teams and working as a consultant for the City of Johns Creek on a project with a GDOT PM,** to ensure risks are identified, conveyed, and managed in a timely manner. Detailed progress reports, monthly team meetings, and frequent follow-up on action items will form the plan's foundation. Importantly, Rakeem will manage beyond this basic approach to execute the following:

- Bi-weekly consultant team meetings to routinely review efforts to mitigate risks and update risk register
- Calls to the Johns Creek PM before status meetings with GDOT
- Coordination with Johns Creek staff before and after FPRs
- External communications plan with outreach strategies tailored to this project's stakeholders, where the city of Johns Creek is copied on all communications and Johns Creek has input on all decisions as they choose.

Proactive Schedule Management: Rakeem will take ownership of the project's schedule, creating a consultant work plan for all deliverables to meet Johns Creek delivery timeline, in advance of a typical GDOT P6 schedule.

Barge understands GDOT review times are often delayed when documents are submitted well in advance of the P6 schedule, Barge will be diligent in escalating when encountered with delayed reviews from GDOT SMEs. Milestones deliverable to be reviewed by GDOT will need to be submitted to the PM at least two weeks before the scheduled dates. As a value to Johns Creek, we will also seek opportunities to eliminate unnecessary PDP scope items by focusing on what the design requires.

Continuous Evaluation of Risks: Risk elements will be routinely evaluated, including constructability, right-of-way, utilities, permitting, public perception, and costs, using our tailored risk register. This will be a living document designed to prevent surprises by appropriately vetting each risk's cost and schedule impacts.

Quality Management Program: Barge's Quality Management Plan will include Quality Assurance / Quality Control reviews of all project milestone deliverables and reports.

- **Quality Assurance** - As part of the Quality Management Plan, Barge has identified Robert Moses, PE, as the technical lead for this project. As such, Robert is responsible for the ownership of the quality assurance process. He will facilitate the reviews as planned in the Quality management plan, and document when completed.
- **Quality Control** – Barge SMEs will review to confirm their discipline's deliverable is a quality product. Barge's PM, Rakeem Jackson, will initiate the multi-discipline milestone reviews at each phase of the project, and will document the review once the SMEs have reviewed and corrected the deliverable. Once the quality review is complete, Barge will coordinate the milestone submission with the confidence that no major comment will delay the project.

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3.6 Experience/Qualifications of Project Team of Similar Scope



Johns Creek 2020 On-Call, RFQ #20-154, TO #108, #124, & #132
Johns Creek, Georgia

Our team rapidly developed concept-level designs to define costs, utility impacts, right-of-way needs, and trail alignments, guiding both preliminary and final design. Improvements included roadway widening, additional through lanes, double and triple left-turn lanes, and 10-ft Share Use Path to pedestrian and bicycle accommodations. Barge coordinated closely with GDOT under a Large Encroachment Permit, identifying required signal modifications, ensuring environmental compliance, and completing the GDOT Post-Construction Stormwater Report as part of the abbreviated PDP process. Our traffic analysis supported the City's advancement of its preferred concept with GDOT, accelerating delivery while reducing risk and delivering a safe, efficient, multimodal corridor. Efforts on these Task Order included concept and design from the Chattahoochee River to North of State Bridge Road.

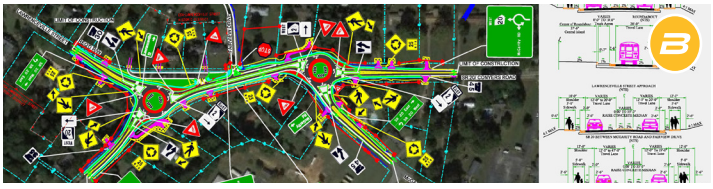
Key Project Elements:
- 10-ft Multi-Use Trail
- GDOT PDP - Large Encroachament Permit signal modifications
- GDOT Post Construction Stormwater Permit
- City Of Johns Creek and GDOT Coordination
- Easy coordination with adjacent Medlock Bridge Road Trail



Norcross Street Bridge Replacement
Atlanta, Georgia

Barge delivered concept development, survey and SUE database enhancements, environmental screening, public involvement, and a bridge hydraulic study for the Norcross Street Bridge replacement over Hog Wallow Creek in the City of Roswell. The Tier 1 TSPLOST 2 project addressed a load-posted structure recommended for replacement and incorporated a multi-use trail consistent with the City's Bicycle and Pedestrian Master Plan, while accommodating salvage of an existing pedestrian bridge for future reuse. To support future improvements, Barge also completed expanded survey and a corridor-level hydraulic study for approximately 7,500 feet of Hog Wallow Creek, including evaluation and replacement recommendations for additional crossings at Charles Place and Oxbo Road. All work was completed in general conformance with GDOT and FHWA requirements. The project was strategically structured to allow a seamless transition from local to federal funding, enabling the City to advance design while maintaining schedule and funding flexibility.

Key Project Elements:
- Multimodal Bridge Design: Integrated bridge, pedestrian, and trail elements.
- Hydraulic Analysis: Corridor-level studies informing resilient bridge sizing.
- Flexible Delivery: Structured to support future federal funding without delay.



SR 20 @ McGarity Road and Lawrenceville St
Henry County, GA

Barge as the engineer for this intersection reconstruction in Henry County, advanced two modern roundabouts to significantly improve traffic operations and safety. The project applied current GDOT design standards and incorporated a carefully engineered drainage system with post-construction BMPs to manage stormwater in full compliance with Georgia MS4 permit requirements. As a part of the design, Barge proposed a 10-ft shared- use path for bicycles and pedestrians. The project followed the GDOT PDP process and has been let to construction. The children from the surrounding neighborhoods will now have safe bike and ped accommodations through the intersection to the nearby school.

Key Project Elements:
- GDOT PDP Compliance: Followed GDOT's Plan Development Process to deliver fully compliant roadway and drainage design
- Multimodal Connectivity: Designed bicycle and pedestrian accommodations through a shared-use path that enhances safe, accessible travel.
- Stormwater Compliance: Completed GDOT MS4 Post-Construction Stormwater reporting to meet regulatory requirements.
- Community Access: Connected surrounding neighborhoods to continuous sidewalk networks providing safe routes to the nearby school.



City of Johns Creek, SR 120, Parsons Road to SR 141,
Fulton County, GA

VHB led environmental studies, NEPA reevaluation, and permitting for the SR 120 widening project from SR 141 to Parsons Road, now under construction. When federal funding delays threatened progress, VHB partnered with the City of Johns Creek to implement an accelerated delivery schedule that met federal let requirements. The project includes roadway widening with a center turn lane, sidewalks, a multiuse trail, and a new bridge crossing with significant WOTUS impacts. VHB secured Section 404 permits, stream buffer variances, and mitigation approvals, keeping the project compliant and on track for construction.

Key Project Elements:
- NEPA & Permitting: Led NEPA reevaluation and Section 404/stream buffer permitting for roadway widening with significant WOTUS impacts.
- Federal Let Acceleration: Implemented an expedited schedule that unlocked federal funding and advanced the project to construction.
- Mitigation Coordination: Secured wetland and stream mitigation approvals and fees to maintain compliance and schedule.

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3.6 Experience / Qualifications of Project Team of Similar Scope cont.

Our organizational structure for the SR 141 / Medlock Bridge Road Trail has been developed specifically to support the technical, regulatory, and schedule demands of a GDOT locally let, federally funded (Local Administerd Project - LAP) trail project. The team is structured to align experienced project leadership and discipline leads, to guide the completion of each task required to complete all the phases of the project—ensuring clear responsibility and efficient decision-making throughout the project lifecycle. **The Project Manager, Rakeem Jackson, serves as the single point of contact for the City and GDOT, supported by discipline-specific task leaders with direct experience delivering shared-use paths, trails and multimodal facilities adjacent to active roadways.** This structure allows work to progress concurrently across disciplines while maintaining consistent oversight of scope, schedule, and quality.

Beyond the core project team, each discipline is supported by Barge's regional bench of more than 650 professionals across the Southeast. This depth allows the team to surge resources during critical milestones, respond quickly to GDOT and FHWA reviews, and maintain momentum without disrupting the project schedule. **The result is a focused, responsive team with the capacity and experience required to deliver the Medlock Bridge Road Trail efficiently and in full compliance with City, State, GDOT, and federal requirements.**

CITY OF JOHNS CREEK

Principal-in-Charge/ Authorized Signatory
Stephen Mosher, PE, PTOE

Project Manager/ Client Service Leader
Rakeem Jackson, PE

Subject Matter Experts/ QA/QC
Stephen Mosher, PE, PTOE
Daniel Spann, PE

3.03 Complex Urban Roadway Design
Robert Moses, PE
Rachel Englert, PE
Amman Kebede, PE
Riley Clayburn, EIT

3.07 Traffic Operation Design
3.09 Traffic Control System Analysis, Design and Implementation
Scott Zehngraff, PE, PTOE
Cory Evans, PE
Geneva Dowdy, PE
Nadan Cho, EIT

3.12 H&H Studies (Roadway)
Jordan Hyatt, PE
David King, PE , CFM
Jonathan Shea, EI

3.13 Facilities for Bicycle and Pedestrians
Ben Nemec, PE
Daniel Spann, PE, PTOE
Rachel Englert, PE

5.01 Land Survey
5.02 Engineering Surveying
Robert Lux, LS, PLS
Drew Hathaway
Greg Suggs, PLS
Phil Kelley, LSIT

9.01 Erosion Sedimentation Pollution Control
Rakeem Jackson, PE
Jeff Vickery, PE
Sam Haywood, PE

1.09 Location Studies
Robert Moses, PE
Tommy Alexy, PE

1.06a NEPA
Erin Murphy
Todd Hill, AICP, PP
Jennifer Napier

1.07 Public Involvement
Erin Murphy
Allison Bell, AICP
Emily Bremmer

1.06c Air Studies
Spencer Pucci
Eric Nicoletti, PE
Jennifer Napier

1.06b History
Derek Anderson
Patrick Bowen
Regina Schuster

1.06f Archaeology
Andrew Pappas, RPA
Raphael Franca, RPA
Matt Lyons, RPA

1.06d Noise Studies
Spencer Pucci
Eric Nicoletti, PE
Lindsay Brendis

1.06e Ecology
Alex Levy, PWS
Michelle Baldwin
Matt Molini

1.06h Bat Surveys
Anna Romano
Jen Ross
Rachel Pack

1.06g Aquatics
Chris Crow
Jeff Pittman
Casey Dunn

Key Team Member Availability

Rakeem Jackson, Project Manager	70%
Robert Moses, Roadway Lead	55%
Scott Zehngraff, Traffic Lead	65%
Robert Lux, Survey Lead	55%
Jordan Hyatt, Stormwater Lead	55%
Erin Murphy, Environmental Lead	55%

Legend
BOLD indicates GA office location
Key indicates Key Staff w/ resume
* indicates license held in another state
full resumes for select staff can be found in the appendix

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3.7 Qualifications of Project Manager



Project Manager

Rakeem Jackson, PE

AVAILABILITY: **70%**

Professional Background

Rakeem is a professional engineer specializing in transportation design and project management. With 13 years of experience, he has expertly handled interchange improvements, bridge replacements, roadway widenings, sidewalk projects, and roundabouts. For the past nine years, Rakeem has spearheaded critical projects for state DOTs, including GDOT and ALDOT. His expertise has driven successful projects for local Atlanta municipalities such as Cobb County DOT, City of Atlanta, City of Johns Creek, and Henry County SPLOST.

Education

Bachelor of Civil Engineering, Auburn University, 2013

Professional Registrations

Professional Engineer in GA, SC

Certifications

GDOT LAP Certified

Years of Experience

13

Representative Project Experience

City of Johns Creek, On-Call Transportation Engineering Services, Johns Creek, GA
Role: Project Manager

Rakeem served as Project Manager for the City's on-call transportation contract, developing scopes and fees and leading concept-level design for multiple intersection improvements. Under Task Order #108, #124 and #132 he advanced concepts along SR 141 / Medlock Bridge Road at Old Alabama Road and State Bridge Road, adding through lanes, double and triple left-turn lanes, and accommodations for pedestrians and cyclists including a shared-use path providing multimodal connectivity to the Johns Creek Greenway. The work included traffic signal modifications, GDOT Large Encroachment Permit coordination, utility impact assessments, environmental documentation, and cost estimates to support expedited City decision-making.

Georgia Department of Transportation, 2021 RAID On-Call Contract, Georgia
Role: Project Manager

Rakeem managed multiple task orders under GDOT's RAID on-call program, supporting intersection reconstruction and rehabilitation projects, including roundabout implementations. He coordinated multidisciplinary design teams, reviewed plans and calculations, and ensured compliance with GDOT standards, drainage criteria, and MS4 post-construction stormwater requirements, demonstrating effective delivery under time-sensitive, task-order conditions. PI 0015916, completed under this contract included a shared use path adjacent to the dual roundabouts.

SR 237/Piedmont Road Widening, Buckhead Community Improvement District, Atlanta, GA Role: Project Engineer

This project located in the busy district of Buckhead widened SR 237 from five Lanes to seven lanes, provided intersection and signal improvements, and added additional pedestrian accommodations along the corridor including a 12-ft shared-use path. Rakeem coordinated the multidisciplinary design team, reviewed plans and calculations, and ensured compliance with GDOT standards, drainage criteria, and MS4 post-construction stormwater requirements. Coordination required flexibility in design and quick changes to ease stakeholder's R/W concerns. Mr. Jackson developed retaining wall profiles at critical locations where R/W concerns arose.

Fulton County / City of Atlanta DOT, Moores Mill Road Multimodal Improvements, Atlanta, GA Role: Technical Project Lead / Deputy Project Manager

Rakeem led roadway and multimodal design for improvements including pedestrian and bicycle crossings, shared-use paths, traffic signals, bus layover facilities, lighting, and ADA-compliant features. He assisted with scoping, fee negotiations, schedule and budget management, and coordinated with multiple stakeholders to deliver a federally funded project compliant with GDOT, Fulton County, and City of Atlanta standards.

Rock Quarry Road from Eagles Landing Pkwy to SR 42/SR 138, GA
Role: Project Engineer

This roadway widening project in Henry County widened roadway from 2 lane to an urban 4 lane divided corridor with Shared-Use path and sidewalks. The project utilized Restricted Crossing U-Turns(R-CUT) to limit the number of median crossings along the busy corridor. Rakeem completed the concept report for the project. This full PDP project utilized GDOT Standards and manuals

Georgia Department of Transportation, 2020 BB-2-5 Bridge Replacement, Georgia
Role: Project Manager / Roadway Lead

Rakeem led roadway design and project management for a GDOT bridge replacement involving the conversion of a multi-barrel CMP culvert to a two-lane bridge, expansion of the hydraulic opening, and roadway shoulder upgrades. He managed schedule, budget, and quality while coordinating roadway, drainage, structural, and environmental disciplines through GDOT PDP milestones, delivering an integrated, GDOT-compliant plan set.

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3.8 Project Schedule

PHASE/MILESTONE	Start	Finish
Concept Development	5/2026	12/2026
PIOH Meeting (if required)	12/2026	
Environmental Resources ID	5/2026	12/2026
Concept Approval	1/2027	
Preliminary Design & Plans	11/2026	4/2027
NEPA Tech Studies/ Document	2/2027	12/2027
Preliminary Field Plan Review (PFPR)	5/2027	
Utility Conflict ID & Resolution	1/2027	9/2027
NEPA Approval	3/2028	
ROW Plans	5/2027	8/2027
ROW Authorization	11/2027	
ROW Acquisition	12/2027	12/2028
Final Design & Plans	7/2027	2/2028
Environmental Permitting	2/2028	5/2028
Final Field Plan Review	11/2027	
Final Plans & Bid Documents	2/2028	7/2028
Advertisement & Bidding	10/2028	
LET to Construction	1/2029	
CRITICAL PATH SCHEDULE	NEPA Approval + ROW & Utilities **30-36 Months**	



The above consultant schedule has been created with a plan to beat a typical 42-46 month GDOT P6 Schedule. The success of the schedule management will depend on the teams ability to navigate long GDOT SME review times by making submittals early and escalating on GDOT SMEs when the review extend past the time allowed for review. **As a good consultant for the City of Johns Creek, we will always plan to beat the P6 schedule and try to beat our planned schedule where possible.**

3.9 References

City of Johns Creek
SR 141/Medlock Bridge Road at Old Alabama Road & State Bridge Road Concept
$67k (fee) $4.7M(const)
Chris Haggard
678-512-3253
chris.haggard@johnscreekga.gov

City of Roswell DOT
On-Call Transportation Services Contract,Including Structural Engineering Services
Cost varies by task order
Greg Nicolas
770-641-3704
gnicolas@roswellgov.com

Cobb County DOT
On-Call Transportation Services Contract
$235k(fee) $3M(Construction)
Rustavius Ford
770-420-6659
rustavius.ford@cobbcounty.org

GDOT Office of Traffic Operations
Roundabout and Alternative Intersection Design On-Call
Cost varies by task order
Oladimeji Onabanjo
404-635-2830
oonabanjo@dot.ga.gov

Gwinnett County DOT
On-Call Traffic Engineering Services Contract
Cost varies by task order
Veronica Finol
770-822-7485
veronica.finol@gwinnettcounty.com

> Barge goes above and beyond managing their resources, including staff and subconsultants. The consultant stays within the scope of the project and works well independently. Consultant is meeting expectations managing the project, working independently, staying within scope, and communicating with GDOT staff has met all major milestones ahead of schedule with no PCRF's **-Sheimicka Freeman, GDOT PM**

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Additional Submittal Requirements (insert after 3.5 - 3.8)

1. Firm Name/Primary Contact

BARGE DESIGN SOLUTIONS, INC.
Rakeem Jackson, PE
2839 Paces Ferry Road SE, Suite 850
Atlanta, GA 30339
770-628-7658
rakeem.jackson@bargedesign.com

Steve Mosher will execute the contract and any required forms as our local VP with signature authority.

FORMER FIRM NAMES

Barge Waggoner Sumner and Cannon, Inc.

OFFICIAL GEORGIA ADDRESS

Our official office address is listed above. Barge has four offices in Georgia—Atlanta, Peachtree Corners, Columbus, and Savannah.

JOINT VENTURE PARTNER INFORMATION

N/A

LOCATION PERFORMING THE MAJORITY OF THE WORK

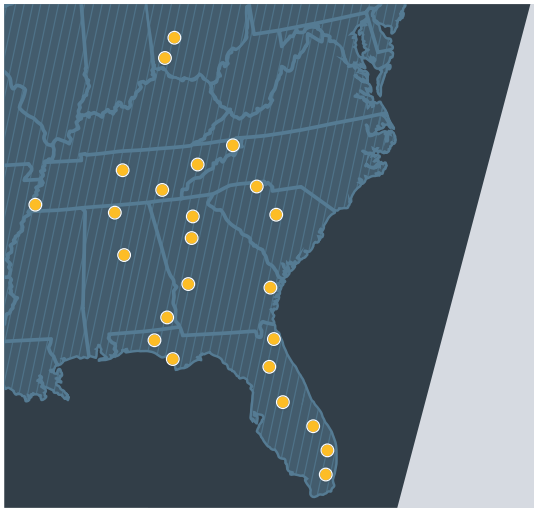
Barge's Atlanta, Georgia, office will manage and execute the majority of the work on this contract. Additional resources are available in Barge's other Georgia offices—Peachtree Corners, Columbus, and Savannah as well as our other 21 offices across the Southeast.

2. Number of Employees in Georgia

Barge:
Average – 73 (2023), 107 (2024), 128 (2025)
Max – 78 (2023), 110 (2024), 132 (2025)

VHB:
Average – 32 (2023), 41 (2024), 55 (2025)
Max – 33 (2023), 44 (2024), 65 (2025)





Tennessee
Nashville (HQ)
Knoxville
Chattanooga
Memphis
Kingsport

Georgia
Atlanta
Columbus
Peachtree Corners
Savannah

Alabama
Birmingham
Dothan
Huntsville

South Carolina
Columbia
Greenville

Ohio
Dayton
Cincinnati

Florida
Miramar Beach
Panama City
Jacksonville
Gainesville
Orlando
West Palm Beach
Margate
Miami

Barge Design Solutions, Inc., is an engineering and architecture firm focused on improving the lives of its people, clients, and communities. With diverse, in-house, multidisciplinary practice areas, the 650+ person employee-owned company serves clients nationwide from multiple U.S. locations. Barge is ranked No. 160 on Engineering News-Record's (ENR) 2025 Top 500 Design Firms list.

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Additional Submittal Requirements (insert after 3.5 - 3.8)

3. Brief Description of All Relevant or Related Projects Within the Last 5 Years

Project	Key Personnel and Support	Project Owner and Contact	Where Work Was Performed	Cost
Medlock Bridge Road at State Bridge Road Concept, Johns Creek, GA — Design of intersection and roadway improvements including multi-use trail connection from Bobby Jones Drive to Old Alabama Road. Work began with concept and has continued into preliminary design and right-of-way plans	Rakeem Jackson, Robert Moses, Scott Zehngraff, Rachel Englert, Riley Clayburn	City of Johns Creek Chris Haggard 678-512-3253	Atlanta, GA	$694k (fee) $6.5M (Const)
Williams Road Improvements, Gwinnett County, GA — Sidewalk, Storm Drainage Improvements, Traffic Signal Replacement/Upgrade, Waterline Relocation	Robert Moses, Scott Zehngraff, Riley Clayburn, Cory Evans	GCDOT Yulian Kebede (770) 822-7450	Gwinnett County, GA	$315k (fee) $1.6M (Estimated Const)
SR 20 at McGarity Road and Lawrenceville Street Dual Roundabouts, Henry County, GA — Two single lane roundabouts designed to improve traffic congestion and safety, added a shared-used path to accommodate the pedestrians and cyclists within the area.	Rakeem Jackson, Riley Clayburn, Jonathan Shea, Sam Haywood, Rachel Englert, Tommy Alexy	GDOT Courtney Cedor 404-599-4530	Atlanta, GA	$418K (Fee) $6.2M (Const)
Medlock Bridge Road Multi-use Trail Concept, Johns Creek, GA — Concept for the multi-use trail along Medlock Bridge Road	Rakeem Jackson, Robert Moses, Rachel Englert, Riley Clayburn	City of Johns Creek Chris Haggard 678-512-3253	Atlanta, GA	$31K (Fee)
South Gordon Road at Pisgah Road Roundabout, Cobb County, GA — Single-lane roundabout at the intersection of Pisgah Road and South Gordon Road, including sidewalks	Rakeem Jackson, Riley Clayburn, Rachel Englert, Steve Mosher, Tommy Alexy	CCDOT Jenny Lee 770-528-1637	Atlanta, GA	$233K (Fee) $2.8M (Const.)
Norcross Street Bridge Replacement Concept, Roswell, GA — Bridge replacement over creek to accommodate multi-use trail and other pedestrian amenities	Bassem Tannir, Ronny Huang, Hongyang Wu	City of Roswell DOT Greg Nicolas 770-641-3704	Atlanta, GA	$270k (Fee)
Memorial Drive Sidewalk, Atlanta, GA — New continuous sidewalk and sidewalk repairs along Memorial Drive from Stovall Street SE to Howell Drive SE in Atlanta, GA.	Scott Zehngraff, Riley Clayburn, Rachel Englert, Robert Moses, Cydney Freeman, Jeff Vickery	City of Atlanta DOT Monte Lester 770-694-8507	Atlanta, GA	$35.9K (fee) $400K (const estimate)
Oxbo Road Multi-Use Trail Concept, City of Roswell DOT — Concept design for multi-use path to be constructed along the south side of Oxbo Road in Roswell, Georgia.	Jeff Vickery, Robert Moses, Rachel Englert, Riley Clayburn	City of Roswell DOT Greg Nicolas 770-641-3704	Roswell, GA	$187.5K (fee) $2.8 million (const estimate)
East Callaway Road Sidewalk , Cobb County DOT — Construction plans to add sidewalk along one side of a local street in Marietta, Ga. Project followed a modified GDOT PDP process.	Rakeem Jackson, Rachel Englert, Robert Moses, Amman Kebede, Riley Clayburn	CCDOT Elijah Slaughter 678-260-0815	Cobb County, GA	$139k (fee) $514k (Construction)
John Ward Road Sidewalk And Bridge Improvements, CCDOT — Pedestrian safety improvements including new sidewalk and widening of existing bridge along John Ward Road from Wilshire Drive to Irwin Road in Marietta, Georga.	Steve Mosher, Rachel Englert, Jeff Vickery	Cobb County DOT Rustavius Ford 770-420-6659	Cobb County, GA	$395K (fee) $1.1 million (const)
SR 11/ SR 49 @ N Houston Lake Blvd (RAB); Houston Co. MOSD, GDOT — Hybrid roundabout designed to solve safety issue in the intersection. As part of the design a shared-use path was added to accommodate the state bike route.	Rakeem Jackson, Amman Kebede, Robert Moses, Riley Clayburn, SCott Zehngraff	GDOT OPD Jeff Gaines 404-424-9054	Houston County, GA	$633k (fee) $4.1 mil (construction)
SR 247 @ Anthony Rd; Bibb Co. Final Design, GDOT — Concept through final design to convert the existing signalized intersection into a single-lane roundabout to reduce crash frequency and severity.	Jeff Vickery, Robert Moses, Rachel Englert, Riley Clayburn, Scott Zehngraff	GDOT Destinie Seide 404-424-9042	Macon, GA	$798K (fee) $3.2 million (const estimate)



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Additional Submittal Requirements (insert after 3.5 - 3.8)

4. Organizational Chart

(Organizational Chart is located in the Technical Proposal, pg. 5)

5. Brief Descriptions of Key Personnel



Scott Zehngraff, PE, PTOE

Traffic Design Lead

Education

BS, Civil Engineering Technology, Georgia Southern University, 1994

Professional Registrations

PE in GA

Professional Traffic Operations Engineer

Years of Experience

31

Scott is a senior traffic engineering leader with decades of experience delivering safe, efficient transportation solutions. As Traffic Lead, he will guide traffic operations, intersection design, access management, signal design and innovative solutions—bringing proven GDOT RAID, safety, and ITS expertise to support data-driven mobility solutions for Johns Creek.

Representative Project Experience

- Medlock Bridge Road at Old Alabama and State Bridge Road, Johns Creek, GA
- GDOT, RAID On-Call Contract, Statewide, GA
- 13th Ave @ 17th St and @ Linwood Boulevard Intersection Improvements, Columbus, GA



Robert Moses, PE

Roadway Lead

Education

MS, Georgia Institute of Technology, 1993

BS, Civil Engineering, Johns Hopkins University, 1989

Professional Registrations

PE in GA

Years of Experience

32

As Roadway Lead, Robert will deliver safe, efficient roadway improvements, bringing proven experience in widenings, sidewalk, trail, bridge and intersection projects, and supporting design disciplines to provide practical, high-quality solutions. Robert's 30+ years of GDOT Experience has made him an expert in GDOT Plans devleopment process and GDOT design standards

Representative Project Experience

- Medlock Bridge Road at Old Alabama and State Bridge Road, Johns Creek, GA
- Medlock Bridge Road Multi-Use Trail Concept, Johns Creek, GA
- US 78/Stone Mountain Highway at W. Park Place Blvd & E. Park Place Blvd
- Houston County Roundabout, Perry, GA
- Newton County Roundabout, Covington, GA



Jordan Hyatt, PE

Stormwater Engineering Lead

Education

BS, Environmental Engineering, Georgia Institute of Technology, 2016

Professional Registrations

PE in GA

Years of Experience

11

Jordan supports civil and stormwater projects with expertise in H&H analysis, FEMA compliance, and MS4 permitting. For Johns Creek, he develops hydraulic models and MS4 applications, leveraging municipal experience across Georgia and the Southeast to deliver efficient, high-quality solutions.

Representative Project Experience

- Medlock Bridge Road Bioretention, Swale, and BMP Sizing/Design, Johns Creek, GA
- Cauley Creek Park Stormwater BMP Design, Johns Creek, GA
- SR 141/Medlock Bridge Rd at Old Alabama and State Bridge Rd GDOT Post Construction Stormwater report, Johns Creek, GA
- West Park Pl Blvd - Post Construction Storm Water Report, Gwinnett County DOT



Robert Lux, LS, PLS

Survey Lead

Education

Bachelor of Science, Surveying Engineering Technology, State Univ of NY College of Technology at Alfred, 1998

Professional Registrations

LS in GA, VA, SC, SD

PLS in MD, AL, WA, OR, ND

Years of Experience

32

Robert Lux brings 32 years of surveying and geomatics experience and will serve as Land Survey Lead, providing GDOT-compliant geodetic control, GPS, boundary, topographic, and transportation surveys to support accurate, design-ready data.

Representative Project Experience

- Cauley Creek Park Topographic Survey, Johns Creek, GA
- CR 29 (Martins Mill Road) Bridge Replacement, Putnam County, GA
- SR 17 Widening, Elbert & Wilkes Counties, GA
- Airport Road at Mossy Creek Tributary, GA



Erin Murphy

Environmental Lead

Education

MHP, Heritage Preservation, Georgia State University, 2007

BA, International Relations, Boston University, 2003

Years of Experience

19

Erin serves as VHB's Environmental Services Director, leading NEPA documentation, environmental permitting, and public involvement for state and federally funded projects. She delivers EAs, CEs, and GEPA reports and secures Section 404, Section 106, and Georgia EPD stream buffer approvals to keep projects compliant and moving forward.

Representative Project Experience

- City of Johns Creek, SR 120 from Parsons Road to SR 141, PI No. 0012788, Fulton County, GA
- Fulton County, New Hope Road Sidewalks, PI No. 0012637, Fulton County, GA
- Rockdale County, Rockdale River Trail Extension, PI #0017821, Rockdale County, GA

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Appendix A: Resumes

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Appendix A Resumes



Roadway Lead

Robert Moses, PE

AVAILABILITY: **55%**

Professional Background

As Barge's Roadway Lead for this contract, Robert will ensure that all roadway improvements are safe, efficient, and thoughtfully designed to meet community needs. Robert has successfully led projects including road widenings, bridge replacements, intersection improvements, and supporting infrastructure such as noise walls, and environmental documentation. His broad technical experience spans hydraulic modeling, roadside safety, erosion control, signing and marking, and right-of-way planning, enabling him to anticipate challenges and deliver practical, high-quality solutions for the City's transportation network.

Education

Master of Science, Georgia Institute of Technology, 1993

Bachelor of Science, Civil Engineering, Johns Hopkins University, 1989

Professional Registrations

Professional Engineer in GA

Years of Experience

32

REPRESENTATIVE PROJECT EXPERIENCE

SR 141/Medlock Bridge Rd at Old Alabama Rd & State Bridge Rd (PI Nos. 0017845 & 0020927), Johns Creek, GA — Role: Roadway Lead

Our team quickly developed concept-level designs, identifying costs, utility impacts, and right-of-way requirements, which guided the preliminary and final design phases. The improvements included roadway widening, added through lanes, double and triple left-turn lanes, and enhanced accommodations for pedestrians and cyclists. Barge also identified necessary signal replacements/modifications, coordinated with GDOT through a Large Encroachment Permit, and ensured environmental compliance. Traffic analysis, Intersection Control Evaluation (ICE), and evaluation of conventional and alternative designs—including hybrid CFI/Thru-U options—enabled the City to select a preferred concept. Barge's proactive planning, coordination, and technical expertise helped accelerate project delivery, reduce risks, and provide safe, efficient, and multimodal solutions that enhance mobility and accessibility for the community.

Cobb County DOT, South Gordon Road and Pisgah Road and Crossing Creek Roundabout, Cobb County, GA — Role: QA/QC

This project proposes a single-lane roundabout at the intersection of South Gordon Road at Pisgah Road/Crossing Creek Place including sidewalks at select locations. The single-lane roundabout is expected to improve the overall operational level of service (LOS) of the intersection in the design year (2046) from an unacceptable LOS "F" to LOS "B" as compared with no intersection improvements. The single-lane roundabout is also expected to improve the right-angle crash pattern observed for vehicles traveling south from Pisgah Road. Robert was responsible for the quality control of the design and plan production of this new roundabout.

I-285/SR 8 Interchange Reconstruction and SR 8 from I-285 to SR 280, Fulton County, GA — Role: Roadway Lead

This is a 1.8-mile two-to-three-lane widening project including reconstructing the existing diamond interchange as a diverging diamond interchange with a new bridge structure. This project included a scoping phase where multiple typical sections and intersection and interchange improvements were evaluated. A roundabout was evaluated at the SR 8 at SR 280 intersection. The project was coordinated with the D.L. Hollowell Boulevard "road diet" project to the east and the D.L. Hollowell Boulevard/Fulton Industrial Boulevard intersection improvement project to the west. The contract included traffic analysis, environmental screening, and stakeholder involvement.

SR 17 Widening from Vinson Road to North of Robinwood Lane, Wilkes and Elbert Counties, GA — Role: Roadway Lead

Barge developed the design to widen SR 17 from two to four lanes, following GDOT and AASHTO criteria. The scope included field surveying, bridge hydraulics, structural design, and coordination with design, traffic, and environmental teams. Barge delivered three miles of the ten-mile corridor, providing a safe, efficient, and constructible roadway design while maintaining integration with adjacent projects. The completed design offers a high-quality solution that improves traffic flow and supports long-term corridor performance.

Oxbo Road Multi-use Trail Concept, Roswell, GA — Role: Roadway Lead

Barge prepared a concept design for a multi-use trail along Oxbo Road as part of the City of Roswell's on-call transportation services contract. The project spans approximately one mile along the south side of Oxbo Road, from Pleasant Hill Street to Grimes Bridge Road. This segment of Oxbo Road is classified as a local road with a posted speed limit of 35 mph.

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Traffic Design Lead

Scott Zehngraff, PE, PTOE

AVAILABILITY: **65%**

Professional Background

Scott is a traffic engineering leader with decades of experience managing complex transportation operations and delivering safe, efficient traffic solutions. As Barge's Traffic Lead for this contract, he will provide expert guidance on traffic signal operations, intersection design, access management, and innovative traffic solutions to enhance mobility and safety throughout the city. His experience with GDOT's Roundabout and Alternative Intersection Design (RAID) program, coupled with leadership across traffic operations, safety, and ITS programs, ensures Johns Creek will benefit from proven, data-driven strategies that balance efficiency, safety, and community needs.

Education

Bachelor of Civil Engineering Technology, Georgia Southern University, 1994

Professional Registrations

Professional Engineer in GA
PTOE: Professional Traffic Operations Engineer

Years of Experience

31

REPRESENTATIVE PROJECT EXPERIENCE

GDOT Roundabout and Alternative Intersection Design (RAID) On-Call Contract, Statewide, GA – Role: Project Manager

Barge is the prime consultant for GDOT's Roundabout and Alternative Intersection Design (RAID) team under a transformative five-year contract. This partnership allows us to deliver on-demand engineering expertise for roundabouts and alternative intersections across Georgia. Our scope includes comprehensive design projects, Intersection Control Evaluation (ICE) analyses, and innovative design concepts in collaboration with GDOT's Office of Program Delivery. Since coming to Barge, Scott has reviewed design plans, concepts and traffic studies; he has assessed existing intersections for safety/operational improvements and has supported design policy development and he has taken over as the Project Manager for the contract.

GDOT Office of Traffic Operations, Statewide, GA — Role: Assistant State Traffic Engineer

Scott led a team of 49, overseeing critical operations across multiple sections. He managed Traffic Signal Permitting, Speed Limits, Access Management, and a $30M/year Operational Improvement Program. He directed Plan Review/RAID, served as a Roundabout and Alternative Intersection expert, and handled Crash Data and Fatality Reporting. Scott managed the $100M+/year Safety Project Program, including Bike/Ped initiatives, and supervised Signal Timing, Maintenance Contracts, and a $12M/year Upgrade Program. Additionally, he led ITS Construction Inspection and a $10M/year Maintenance Contract, ensuring efficient traffic management.

GDOT District 1 Traffic Operations, Gainesville, GA — Role: District Traffic Engineer

Scott managed a team of 18, including three engineering managers, overseeing district traffic operations. He ensured compliance with traffic policies, reviewed reports, maintained signals, processed permits, designed traffic control devices, and assessed construction plans for safety. He also conducted accident site inspections, managed special inventories, and led traffic studies.

Traffic Engineering QA/QC Experience

Signal Plan Reviews

- West Park Place (3 signals)
- Level Creek PHB
- Buford Hwy/Lenox Rd (4 signals)

Roundabout Design Assistance

- Buffington Rd Roundabout, Fulton County
- SR 247 / US 41 @ Anthony Rd (PI 0017395)
- SR 61 @ Cass White Rd (PI 0019056)
- SR 12 US 278 @ SR 36/SR 142 (PI 0019706)
- SR 11 @ Houston Lake Rd (PI 0019838)
- SR 61 @ SR 140 (QR project)
- SR 162 @ SR 212, Newton (PI 0013860)
- Summerville Bypass, Chattooga (PI 621082)
- US 441 Widening, Laurens (PI 0019465)
- SR 54 @ I-85, Troup (PI 0018022)
- SR 54 @ Gordon Rd, Coweta (PI 0018330)

Traffic Engineering Studies

- Level Creek Rd/North Gwinnett High School (PHB)
- SR 12/US 278 @ SR 36/SR 142 (ICE/ roundabout)
- Johnson Ferry Rd @ Glenridge / Glenairy *(B/C analysis)*
- Thomas County (4 intersections, PI 0019472)
- Tanger Blvd @ Indian Creek Rd (roundabout)

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H&H Studies

Jordan Hyatt, PE

AVAILABILITY: **55%**

Professional Background

Jordan Hyatt, PE brings 11 years of hydrologic and hydraulic engineering experience and will serve as Lead H&H Engineer for the City of Johns Creek effort. He specializes in bridge hydraulics, floodplain analysis, and municipal drainage modeling, with extensive experience preparing HEC-RAS and SWMM models, GDOT bridge hydraulic reports, and FEMA No-Rise studies. Jordan's background includes direct coordination with GDOT, FEMA, and municipal stakeholders, delivering defensible analyses that support permitting, design, and accelerated project delivery in urban and environmentally sensitive corridors.

Education

Bachelor of Science, Environmental Engineering, Georgia Institute of Technology, 2016

Professional Registrations

Professional Engineer in GA

Years of Experience

11

REPRESENTATIVE PROJECT EXPERIENCE

Georgia Department of Transportation, Hydrological and Hydraulic Study for Bridge Replacement, Wilkes County, GA — Role: Project Engineer

Jordan prepared detailed HEC-RAS hydraulic models and authored the GDOT bridge hydraulic report in support of a bridge replacement project, providing a defensible basis for design and regulatory review. His analysis included comprehensive watershed characterization, development of design storm discharges, and evaluation of existing and proposed hydraulic conditions to assess backwater effects, bridge opening adequacy, and roadway overtopping risk. Jordan performed bridge clearance and scour analyses in accordance with GDOT and FHWA guidance and completed a FEMA-compliant No-Rise study, addressing both riverine flooding and coastal storm surge influences where applicable. The resulting documentation supported GDOT and FEMA coordination, confirmed floodplain compliance, and informed design decisions that minimized permitting risk while maintaining hydraulic performance and public safety.

Georgia Department of Transportation, Hydrological and Hydraulic Study for Camden County Bridges, GA — Role: Project Engineer

Jordan developed detailed HEC-RAS hydraulic models using RAS Mapper to support bridge replacement design, integrating USGS stream gage data, watershed runoff calculations, and applicable FEMA technical guidance to establish accurate boundary conditions and design flows. His analysis evaluated existing and proposed backwater conditions, bridge opening hydraulic capacity, and potential scour impacts to confirm structural and roadway performance during design storm events. Jordan's modeling results were documented in a clear, defensible format that supported GDOT hydraulic review, permitting coordination, and informed design decisions, reducing risk and ensuring compliance with state and federal floodplain requirements.

Cumberland CID / Chattahoochee River National Recreation Area, Paces Mill Unit Rehabilitation Hydraulic Study, Atlanta, GA — Role: Project Engineer

Jordan updated the Effective FEMA HEC-RAS model for the Chattahoochee River and prepared a FEMA-compliant No-Rise submittal to support proposed site and infrastructure improvements. His analysis confirmed floodplain compliance within a highly regulated river corridor, supporting park access, stormwater management, and river access enhancements. The approved submittal demonstrated Jordan's ability to deliver defensible hydraulic analyses while effectively coordinating within sensitive waterways and federal regulatory frameworks.

City of Germantown, Master Drainage Plan – Phase 3, Germantown, TN
Role: Project Engineer

Jordan developed SWMM models to evaluate existing drainage conditions, identify system deficiencies, and assess improvement alternatives. The work supported municipal decision-making for capital improvements and long-term stormwater planning under development pressures similar to those faced by Johns Creek.

Metro Water Services, Stormwater Master Plan, Nashville, TN
Role: Hydraulic Modeler

Jordan supported a multi-year stormwater master planning effort, performing SWMM modeling, deficiency analysis, and concept-level improvement development. His work helped prioritize drainage upgrades to manage increased development density and reduce flooding risk across an urban system.

Gwinnett County Department of Water Resources, Lower Yellow River Stormwater System Analysis, Lawrenceville, GA — Role: Project Analyst

Jordan contributed to a GIS-based stormwater inventory and PCSWMM model for a 20-square-mile watershed with more than 5,000 pipes and channels. The analysis improved floodplain understanding and infrastructure sizing, directly applicable to North Fulton County hydrologic conditions.

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Land Survey Lead

Robert Lux, LS, PLS

AVAILABILITY: **55%**

Professional Background

Robert Lux brings 31 years of surveying and geomatics experience and will serve as Land Survey Lead for this project. His background includes high-order geodetic control, GPS, boundary and ALTA surveys, topographic and construction surveys, and bridge and highway surveys, providing reliable data to support efficient design delivery. Bob has a strong working knowledge of GDOT survey standards, including the Automated Survey Manual, Electronic Data Guidelines, and OpenRoads Survey Data Processing Guidelines, ensuring survey data is compliant, accurate, and design-ready.

Education

Bachelor of Science, Surveying Engineering Technology, State Univ of NY College of Technology at Alfred, 1998

Professional Registrations

LS in GA, VA, SC, SD

PLS in MD, AL, WA, OR, ND

Years of Experience

32

REPRESENTATIVE PROJECT EXPERIENCE

City of Johns Creek, Cauley Creek Park Topographic Survey, Johns Creek, GA — Role: Lead Surveyor

Bob led the field topographic and boundary survey for a 195-acre park site along the Chattahoochee River. His work included collecting detailed 3D topographic features, performing tree surveys, and establishing survey control using RTK GNSS/GPS tied to the Georgia State Plane Coordinate System. He delivered a comprehensive Civil 3D mapping database with aboveground features and surface modeling to support planning and design, demonstrating direct familiarity with City of Johns Creek standards, coordination practices, and expectations.

Georgia Department of Transportation, CR 29 (Martins Mill Road) Bridge Replacement over Little River, Putnam County, GA` — Role: Surveyor

Bob managed survey services for a bridge replacement project including right-of-way, topographic, river, and bridge surveys. He established horizontal and vertical control using GPS, differential leveling, and conventional traversing, conducted deed research and property resolution, and prepared a complete OpenRoads survey database with control sketches and adjustment results. His work fully complied with GDOT survey standards, supporting efficient design development and agency review.

Mott MacDonald / GDOT, SR 17 Widening, Elbert and Wilkes Counties, GA — Role: Surveyor

Bob supported the widening of 12.2 miles of SR 17 from two lanes to four lanes by performing database, right-of-way, topographic, and bathymetric surveys, along with deed research and property resolution. He developed digital terrain models and delivered GDOT-compliant survey files, coordinating closely with roadway design teams to ensure accurate, design-ready data across a large, multi-county corridor.

TranSystems Corporation, Airport Road Bridge Replacement over Mossy Creek Tributary, GA — Role: Project Manager

Bob managed survey personnel and deliverables for a bridge replacement project, overseeing geodetic control, right-of-way surveys, topographic surveys, creek surveys, and bridge surveys. He processed GPS observations and traverse adjustments and delivered a GDOT-compliant InRoads survey database, ensuring survey accuracy, schedule adherence, and seamless integration with roadway and structural design.

City of Roswell, Standby Transportation Services – Norcross Street Bridge Replacement, Roswell, GA — Role: Surveyor

Bob provided survey and database support for the replacement of the Norcross Street bridge over Hog Wallow Creek. His contributions supported concept development, environmental screening, public involvement, and bridge hydraulic studies, demonstrating his ability to deliver responsive, on-call survey services for municipal transportation projects under active stakeholder and schedule constraints.

Georgia Institute of Technology, Ferst Drive Improvements, Atlanta, GA — Role: Surveyor

Bob performed detailed topographic surveys along Ferst Drive and Tech Parkway, locating pavement edges, curbing, drainage structures, utilities, and site features within a dense urban campus environment. He developed Civil 3D drawing files with contours and linework, integrating field data with Georgia Tech base files to support roadway and multimodal improvements.

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Environmental Lead

Erin Murphy

AVAILABILITY: **55%**

Professional Background

Erin serves as VHB's Environmental Services Director, leading NEPA and state-funded environmental delivery for complex transportation projects. She authors key NEPA documents—including Environmental Assessments, Categorical Exclusions, and GEPA reports—and directs permitting strategies that secure USACE Section 404 approvals, navigate challenging Section 106 consultations, and obtain Georgia EPD stream buffer variances. As a qualified architectural historian, Erin brings specialized cultural resource expertise, strengthening compliance and risk management. She also leads public involvement programs, aligning GDOT engagement requirements with the broader NEPA process to maintain momentum, transparency, and stakeholder trust.

Education

MHP, Heritage Preservation, Georgia State University, 2007

BA, International Relations, Boston University, 2003

Years of Experience

19

REPRESENTATIVE PROJECT EXPERIENCE

City of Johns Creek, SR 120 from Parsons Road to SR 141, PI No. 0012788, Fulton County, GA— Role: Project Lead.

Erin led the completion of all special studies (Ecology, Archaeology, History, Air, Noise), NEPA Reevaluation, and Permitting for this proposed project to widen SR 120 between SR 141 and Parsons Road. The project, which is currently under construction, includes a central turn lane/ median, along with sidewalks and a multiuse trail. The federally funded project was authorized for right-of-way in 2017 but was on hold until 2024 while funding for construction was identified. In the spring of 2023, the City of Johns Creek identified an opportunity to utilize unallocated federal funds from GDOT, but only if the project could be certified for let within the federal fiscal year. Erin worked closely with the City and the design team to develop and implement a schedule to deliver the project on a highly expedited schedule. The project included notable impacts to Waters of the US, including a new bridge at Johns Creek, which created particular challenges in securing wetland and stream mitigation credits within the watershed. VHB worked closely with the City to support their acquisition of credits and in lieu fees to deliver the 404 permit and stream buffer variance on time.

Fulton County, New Hope Road Sidewalks, PI No. 0012637, Fulton County, GA Role: Project Lead

Erin managed this project to construct two miles of sidewalks within the Sandtown community, just outside of the city limits of Atlanta. Despite the minor nature of the work, the project area has a large number of environmental constraints. The project is located almost entirely within National Register eligible historic districts with numerous contributing landscape features. Due to the lack of a shoulder on the roadway and due to topography, project construction would require large permanent easements for the construction of slopes. Erin worked closely with project designers to minimize impacts to these historic districts. In addition, she managed the efforts of the entire environmental team, including the ecology, archaeology, and air/noise special studies. This project required extensive navigation of the transition from local administration by Fulton County to the City of South Fulton. The project was let for construction in January 2024.

Rockdale County, Rockdale River Trail Extension, PI #0017821, Rockdale County, GA Role: Project Lead

As Environmental Services Director, Erin has supervised the completion of all special studies, including the completion of the ecology resource survey, historic resource survey, and Phase I archaeological survey. Erin's team has worked closely with the project design team to develop a concept that minimized impacts to environmental resources for this approximately four-mile trail system, thereby avoiding a costly and time-consuming Individual Section 4(f) evaluation. By working closely with the local government on this locally administered project, VHB and the design team have developed a concept that reduces the potential for controversy within this residential area while providing needed alternative transportation modalities for access to nearby schools and parks.

Relevant Experience Utilizing Applicable Processes, Manuals, or Guidance

As demonstrated by her professional experience, Erin possesses a thorough understanding of the entire range of GDOT processes, including the Plan Development Process (PDP) and Environmental Procedures Manual (EPM). She works regularly with TPRO, P6, and ProjectWise. Erin has a thorough understanding of all state-funded procedures, GEPA guidelines, FHWA NEPA regulations, Section 4(f) guidance, Section 106 of the National Historic Preservation Act (NHPA), the Clean Water Act, the Clean Air Act, and other related regulations, and she is the current co-chair of the GPTQ Environmental Subcommittee.

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Appendix B: Prequals

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
BARGE DESIGN SOLUTIONS, INC. 6525 The Corners Pkwy, Suite 450 Peachtree Corners, GA 30092	September 13, 2024	September 30, 2027

SIGNATURE

Christopher Rudd

1.		**Transportation Planning**	
_	1.01	State Wide Systems Planning	
_	1.02	Urban Area and Regional Transportation Planning	
_	1.03	Aviation Systems Planning	
_	1.04	Mass and Rapid Transportation Planning	
_	1.05	Alternate System and Corridor Location Planning	
_	1.06	Unknown	
X	1.06a	NEPA Documentation	
_	1.06b	History	
_	1.06c	Air Studies	
_	1.06d	Noise Studies	
X	1.06e	Ecology	
_	1.06f	Archaeology	
_	1.06g	Freshwater Aquatic Surveys	
_	1.06h	Bat Surveys	
X	1.07	Attitude, Opinion and Community Value Studies	
X	1.08	Airport Master Planning	
X	1.09	Location Studies	
X	1.10	Traffic Studies	
_	1.11	Traffic and Toll Revenue Studies	
_	1.12	Major Investment Studies	
X	1.13	Non-Motorized Transportation Planning	
2		**Mass Transit Operations**	
_	2.01	Mass Transit Program (Systems) Management	
_	2.02	Mass Transit Feasibility and Technical Studies	
_	2.03	Mass Transit Vehicle and Propulsion System	
	2.04	Mass Transit Controls, Communications and Information Systems	
_	2.05	Mass Transit Architectural Engineering	
_	2.06	Mass Transit Unique Structures	
_	2.07	Mass Transit Electrical and Mechanical Systems	
_	2.08	Mass Transit Operations Management and Support Services	
X	2.09	Aviation	
_	2.10	Mass Transit Program (Systems) Marketing	
3		**Highway Design Roadway**	
X	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	
X	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers	
X	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas	
X	3.04	Multi-Lane, Limited Access Expressway Type Highway Design	
X	3.05	Design of Urban Expressway and Interstate	
X	3.06	Traffic Operations Studies	
X	3.07	Traffic Operations Design	
X	3.08	Landscape Architecture	
X	3.09	Traffic Control System Analysis, Design and Implementation	
X	3.10	Utility Coordination	
X	3.11	Architecture	
X	3.12	Hydraulic and Hydrological Studies (Roadway)	
X	3.13	Facilities for Bicycles and Pedestrians	
_	3.14	Historic Rehabilitation	
X	3.15	Highway Lighting	
_	3.16	Value Engineering	
X	3.17	Design od Toll Facilities Infrastructure	
4.		**Highway Structures**	
X	4.01a	Minor Bridges Design	
_	4.01b	Minor Bridges Design CONDITIONAL	
_	4.02	Major Bridges Design	
_	4.03	Movable Span Bridges Design	
X	4.04	Hydraulic and Hydrological Studies (Bridges)	
X	4.05	Bridge Inspection	
5.		**Topography**	
X	5.01	Land Surveying	
X	5.02	Engineering Surveying	
X	5.03	Geodetic Surveying	
_	5.04a	Aerial Photography/Conventional Aircraft	
X	5.04b	Aerial Photography Unmanned Aircraft System (UAS) Concept Grade	
X	5.04c	Aerial Photography Unmanned Aircraft System (UAS) Design Grade	
X	5.05	Aerial Photogrammetry	
X	5.06a	Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)	
X	5.06b	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)	
X	5.06c	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)	
X	5.06d	Topographic Remote Sensing (SONAR)	
_	5.06e	Topographic Remote Sensing Thermal and Infrared	
X	5.07	Cartography	
_	5.08	Subsurface Utility Engineering	
6.		**Soils, Foundation & Materials Testing**	
_	6.01a	Soil Surveys	
_	6.01b	Geological and Geophysical Studies	
_	6.02	Bridge Foundation Studies	
_	6.03	Hydraulic and Hydrological Studies (Soils and Foundation)	
_	6.04a	Laboratory Materials Testing	
_	6.04b	Field Testing of Roadway Construction Materials	
X	6.05	Hazard Waste Site Assessment Studies	
8.		**Construction**	
X	8.01	Construction Supervision	
X	8.02	Airport Construction Administration and Observation	
9.		**Erosion and Sedimentation Control**	
X	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program	
_	9.02	Rainfall and Runoff Reporting	
_	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

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STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

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NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
VANASSE HANGEN BRUSTLIN, INC. 1355 Peachtree Street, Suite 100, Atlanta, GA 30309	May 8, 2025	March 11, 2027

SIGNATURE

Christopher Rudd

1.		**Transportation Planning**	
X	1.01	State Wide Systems Planning	
X	1.02	Urban Area and Regional Transportation Planning	
_	1.03	Aviation Systems Planning	
X	1.04	Mass and Rapid Transportation Planning	
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3		**Highway Design Roadway**	
X	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	
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X	3.05	Design of Urban Expressway and Interstate	
X	3.06	Traffic Operations Studies	
X	3.07	Traffic Operations Design	
X	3.08	Landscape Architecture	
3.		**Highway Design Roadway (continued)**	
X	3.09	Traffic Control System Analysis, Design and Implementation	
_	3.10	Utility Coordination	
_	3.11	Architecture	
X	3.12	Hydraulic and Hydrological Studies (Roadway)	
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ATLANTA // GEORGIA // 30339
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TSPLOST II PROGRAM FINANCIAL SUMMARY - 10/5/26

TSPLOST II PROGRAM FINANCIAL SUMMARY

	Project	Status	Original Estimate	Other Funds / Adj.	Budgeted Funds	Current Cost Est.	Remaining TSPLOST $
	TS0210 - BRIDGE						
1	Old Alabama Bridges over Johns Creek and Chattachoochee Trib	Engineering	$3,500,000	$18,500,000	$22,000,000	$22,000,000	$0
2	McGinnis Ferry Road Widening	Construction	$3,000,000	$0	$3,000,000	$3,000,000	$0
3	Buice Road Bridge	Construction	$0	$684,575	$684,575	$684,575	$0
	TS0220 - CONGESTION RELIEF						
1	Abbotts Bridge (Parsons to Medlock Bridge)	Construction	$4,000,000	$36,816,898	$40,816,898	$40,816,898	$0
2	Nesbit Ferry Road Improvements	Complete	$125,000	$125,000	$250,000	$250,000	$0
3	Nesbit Ferry Road at Holcomb Bridge Road	Engineering	$0	$0	$0	$2,000,000	($2,000,000)
4	Nesbit Ferry Road at Colony Club Drive Roundabout	Construction	$3,225,000	$1,856,620	$5,081,620	$5,065,036	$16,584
5	Nesbit Ferry Rd Trail (Colony Club to Brumbelow)	Engineering	$1,200,000	$0	$1,200,000	$1,200,000	$0
6	Nesbit Ferry Rd Trail (Brumbelow to Mt. Pisgah)	Engineering	$2,950,000	$0	$2,950,000	$2,950,000	$0
7	North Fulton Comprehensive Transportation Plan	Engineering	$0	$247,500	$247,500	$247,500	$0
	TS0230 - LANDSCAPE / STREETSCAPE						
1	Towncenter - Main Street (Lakefield Drive)	Right of Way	$2,000,000	$946,773	$2,946,773	$5,664,000	($2,717,227)
	TS0240 - OPERATIONS & SAFETY						
1	Sargent Rd at Ashwick Place Intersection Improvement	Complete	$2,500,000	($1,748,855)	$751,145	$751,145	$0
2	Towncenter - Johns Creek Pkwy Corridor Improvements (Lakefield Drive to East Johns Creek)	Construction	$3,500,000	$1,751,700	$5,251,700	$4,741,230	$510,470
3	Intelligent Transportation Systems (ITS) Fiber Connectivity	Construction	$1,000,000	$0	$1,000,000	$1,000,000	$0
4	Parsons Road Shoulder Improvements	Complete	$159,026	($8,756)	$150,270	$150,270	$0
	TS0250 - BIKE/PEDESTRIAN IMPROVEMENTS						
1	Old Alabama Rd (Autrey Mill Nature Preserve to Spruill Rd)	Complete	$683,457	$396,625	$1,080,082	$1,080,082	$0
2*	The Boardwalk at Towncenter - N Pond Trail (RP2460)	Complete	$12,977,256	$25,874,378	$38,851,634	$38,793,560	$58,074
3	Rogers Bridge Rd/Bell Rd Trail (Amberliegh Way to Cauley Creek Park)	Complete	$2,200,000	$729,010	$2,929,010	$2,534,931	$394,079
4**	Barnwell Road Corridor Improvements	Construction	$6,250,000	$5,130,353	$11,380,353	$11,223,925	$156,428
5	Buice Road (North) Sidewalk (Twingate Dr to Kingston Crossing)	Complete	$647,333	$0	$647,333	$647,333	$0
6	Buice Rd (South) Trail (Spruill Rd to Johns Creek)	Complete	$666,543	$1,523,613	$2,190,156	$2,102,491	$87,665
7	Towncenter - Pedestrian Crossing	Complete	$6,000,000	$1,913,355	$7,913,355	$7,899,247	$14,108
8	Chattahoochee Greenway Phase II (Rogers Bridge to McGinnis Ferry)	Engineering	$300,000	$2,500,000	$2,800,000	$15,500,000	($12,700,000)
9	Medlock Bridge Rd Trail (River to Bobby Jones Dr)	Engineering	$100,000	$667,189	$767,189	$3,517,189	($2,750,000)
	Project Budgeted Funding and Costs		$56,983,615	$97,905,978	$154,889,593	$173,819,412	($18,929,817)
	Project Management		$3,275,074	$350,000	$3,625,074	$3,625,074	**$0**
	Budgeted Inflation		$5,240,118	$0	$5,240,118	$0	**$5,240,118**
	Total Budgeted Funding and Costs		**$65,498,807**	**$98,255,978**	**$163,754,785**	**$177,444,486**	**($13,689,699)**
	Additional Revenue Above Budgeted (Actuals through 7/31/26)		$0	$19,384,442	$19,384,442	($8,496,119)	**$10,888,323**
	Interest (Actuals through 12/31/25)		$0	$3,454,727	$3,454,727	($2,316,431)	**$1,138,296**
						Balance	**($1,663,080)**

* As of 8/25/2025 All Boardwalk at Towncenter projects have been combined into one project for Construction

**As of 8/25/2025 Barnwell at Niblick; Barnwell Trail North and Barnwell Trail South have been combined into one project for Construction

AGENDA REPORT

To: Honorable Mayor and City Council

From: Karen Negri, Risk Manager

Date: October 26, 2026 – Council Meeting

Item: **2026-2027 Risk Insurance Renewal**

Item Summary

The total proposed risk insurance renewal for the package policies, obtained from participating carriers for general liability, property, crime, cyber, automobile, umbrella coverage, and workers' compensation are below the adopted FY2027 budget.

Background

For Johns Creek, risk management involves responding to injury or property damage claims; addressing incidents involving damage to City property; evaluating loss exposure; and managing workers' compensation, auto, property, and general liability claims. The City proactively mitigates and controls risk by maintaining various insurance policies (currently through Travelers), including general liability and property insurance, crime insurance, cyber insurance, automobile insurance, umbrella insurance (collectively referred to in this memo as "insurance policies"), and workers' compensation. The insurance policies renew annually on November 30, while the workers' compensation policy renews annually on January 1.

Each year, the City and our risk broker, Arthur J. Gallagher Risk Management Services, review loss exposures to ensure that our insurance policies adequately mitigate our risks. Before renewal, the City's Risk Manager works with each department to update the list of properties, automobiles, fixtures, materials, and other insured items. This process results in additions to and removals from the master list of exposures. The Risk Manager also confirms the values and selected coverage as needed.

Workers' compensation premiums and policies affect all departments, and the update process is centralized and conducted through an annual review of actual payroll (including overtime) and personnel classifications. Classifications are based on position because rates vary by job duties and the risk of workplace injury or illness.

Update

Working with Gallager, the City completed a comprehensive gap analysis to ensure our coverage aligns with our current operational scale. This review allowed us to optimize the existing portfolio and redirect resources toward emerging high-impact risks.

We are managing our coverage costs relative to our fiscal projections for the upcoming term:

- General Insurance Policies: The renewal is $1.14M, which remains approximately 11% below the FY27 budget of $1.27M.
- Workers' Compensation: The renewal is $474K, which is approximately 11% above the FY27 budget. We are proactively managing our experience modification rate (currently 1.0) by leveraging our new Safety Committee and enhanced training programs to improve the City's long-term risk profile.

Using the insights from Gallagher's gap analysis, we have transitioned from a broad-based coverage model to a more targeted, high-protection strategy. We have eliminated general coverage overlaps to add critical enhancements in the following areas at a cost of $28k:

- Cyber & Privacy: Strengthened our posture with increased limits for ransomware, breach response, and privacy protection.
- Financial & Fiduciary Oversight: Expanded protections for funds transfer fraud and introduced new fiduciary liability coverage to protect the City's assets and leadership.
- Public Safety & Liability: Added specialized coverage for terrorism, sabotage, and active assailant threats to better align with the current local risk landscape.

Ultimately, these adjustments represent a shift toward a more proactive and sophisticated risk management strategy, ensuring that our coverage limits are precisely matched to the City's evolving operational needs.

Financial Impact

The adopted FY2027 Budget provides $1.7M for the City's risk insurance and workers' compensation policies. The proposed renewal is $1.64M which is lower than the adopted budget for all lines of insurance and workers' compensation policies.

Recommendation

Staff recommends authorizing the City Manager to execute all documents necessary for the recommended risk insurance policies with Travelers (general liability, property, crime, auto, umbrella coverage, workers' compensation), CFC (cyber liability), and Beazley (terrorism, sabotage, active assailant) insurance policies.

AGENDA REPORT

To: Honorable Mayor and City Council

From: Kay Love, Assistant City Manager

Agenda: October 26, 2026 – Council Meeting

Item: **Cell Tower Lease Agreement**

Item Summary

Staff recommends approval of a Cell Tower Lease Agreement between the City of Johns Creek and Kelly Towers III for the installation of a Wireless Communications Facility (WCF) on a portion of City owned property located at 6460 East Johns Crossing.

Background

Cell coverage reliability in Town Center remains a challenge. Since City Hall opened in 2019, the City has relied on an extensive in-building Wi-Fi system and cell carrier signal boosters in public areas to help address coverage gaps. The challenges experienced by cellular users in the Town Center area include noticeable signal degradation during peak usage times, dropped/missed calls, and slow data speeds.

As Town Center continues to grow and develop, adequate cell coverage is increasingly important. Reliable cellular service is essential for public safety, ensuring the ability to reach 9-1-1 in an emergency, as well as meeting the expectation of seamless connectivity for safety, communication, and digital engagement by businesses, residents and visitors.

The City has been approached by multiple offerors interested in locating a WCF on city owned property. The East Johns Crossing site is a priority location due to documented gaps in cellular coverage resulting from the inadequacy of existing infrastructure to meet current and anticipated demand.

Given the regulatory and zoning requirements associated with locating new cell towers in developed areas, government-owned properties are often among the most viable locations for additional infrastructure needed to improve cellular coverage.

Update

Kelly Towers III offers the most robust solution to address coverage gaps to help ensure Town Center has the communications infrastructure necessary to support its continued growth and long-term success.

The terms and conditions of this Lease Agreement include:

- A ground lease of approximately 5,625 square feet
- Airspace above the ground level space to construct, erect, and maintain a WCF to a maximum height of 180 feet
- Third party collocation on the WCF of one or more of the following carriers: Verizon, AT&T, T-Mobile and other national broadband carriers of similar size
- Reserved space on the WCF for the City of Johns Creek to locate telecommunications equipment for its exclusive use
- Initial term of five (5) years with nine (9) successive renewals of five (5) years

Financial Impact

The City will receive $2,000 per month during a twelve-month due diligence period followed by monthly rent of $2,500 ($30K per year) when the WCF construction commences. The rent payment will increase by 3% annually and the City will receive additional monthly rent in the amount of $500 for each additional carrier that collocates on the WCF.

Recommendation

Staff recommends approval of a Cell Tower Lease Agreement between the City of Johns Creek and Kelly Towers III for the installation of a Wireless Communications Facility (WCF) on a portion of City owned property located at 6460 East Johns Crossing.

City of Johns Creek

Manager's Report

September 2026

September Highlights

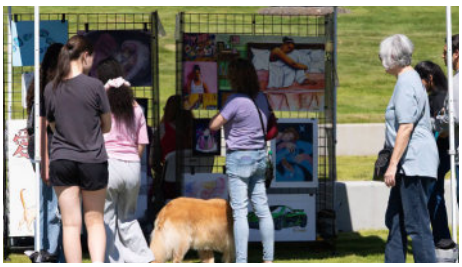
Community enjoys Arts on the Boardwalk



Arts on the Boardwalk brought the community together for an afternoon filled with live performances, a juried art exhibit, hands-on kids' activities, and plenty of ways to enjoy the arts.



From discovering new artwork to watching performances and letting the kids get creative, the Boardwalk was full of creativity and community. Congratulations to the juried art exhibit winners which include:

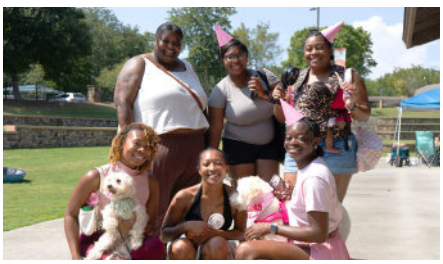


First Place: Whispers of the Past by Aurobindo Sundaram; Second Place: Quenching Thirst by Sarbari Ghosh; and Third Place: Bold in Green by Deepika Muralitharan.

Residents have a dog-gone good time at Pup-a-Palooza



Pup-a-Palooza was 'paws'-itively unforgettable at Newtown Park last weekend. From tasty treats to tail-wagging activities, dogs had a



barking good time. A big round of applause to our 'pawty' contest winners, which include Best Dressed: Macy Boo;



Runner-up: Emmie; Best Trick: Uni Champion; and Runner-up: Winnie.

City hosts Board & Committee Appreciation Dinner



The City hosted a Board & Committee Appreciation Dinner to recognize the dedication and hard work of the volunteers who serve on the Planning Commission, Board of Zoning Appeals, Arts, Culture &



Entertainment Committee, and Recreation & Parks Advisory Committee. These community members give their time to review, advise, plan, and help shape the future of Johns Creek.



Mayor John Bradberry, Mayor Pro Tem Erin Elwood, and Council member Dilip Tunki joined the celebration to thank the volunteers for their service and dedication to the community.

September Department Stats

270
building permits received

263
permits issued

466
fire incidents

5
car seat checks in September

586
court cases scheduled

93%
of the 586 cases scheduled were disposed

100%
successful probation completion / closure rate

Department Updates

Police



- Participated in the Walk to School Day at Barnwell Elementary School
- Recognized four officers on their promotions: Major Deb Coble, Captain Dimitri Caldwell, Lieutenant Will Weinreich, and Sergeant Brandon Carter

Fire



- Honored 15 staff members with a pinning ceremony for being promoted to various positions within the department over the last 18 months
- Swore-in two new firefighters: Alex Mowrer and Timothy Robson

Municipal Court

- 118% Court clearance rate
- 510 new citations filed
- 39 young adults enrolled in the Municipal Court DRIVE program with 33 successfully completing the program in September

Community Development

- Attended a strategic leadership visit with the Greater North Fulton Chamber of Commerce
- Approved a rezoning for a single-family subdivision on the existing Johns Creek United Methodist Church campus
- Approved a change in conditions to allow for an animal care facility at an existing pet business

Public Works



- Completed the bridge deck pouring for the Buice Road bridge replacement project
- Poured the second span bridge deck for the Abbotts Bridge Road improvement project

Recreation & Parks



- Installed new wayfiniding signage at The Boardwalk at Town Center
- Replaced water fountains at Shakerag Park

MEMORANDUM

To: **Mayor and City Council**

From: **Harpreet Hora, Finance Director**

Date: **October 15, 2026**

Agenda: **Financial Report for FY2026 Year to Date through September 30, 2026**

General Fund Summary: The Fiscal Year 2026 (FY2026) Budget was adopted on September 8, 2025, with an Operating Budget totaling $87.6M in the General Fund. The adopted budget was balanced, with projected revenues matching forecasted expenditures. This report provides a summary of year-to-date revenues and expenditure as of the fiscal year end September 30, 2026, and includes updated projections based on actual performance.

General Fund Revenues: As of fiscal year end, $55.3 million in revenues have been collected, representing 66.2% of the total budgeted revenues. It is important to note that revenue collection varies throughout the fiscal year based on the timing of receipts from different sources. Two major revenue sources that are still outstanding and will be accrued back to September are property taxes and insurance premium taxes.

A Revenue Detail Spreadsheet is attached, showing year-to-date receipts for the City's Top 10 revenue sources, which collectively account for more than 90% of the FY2026 budgeted revenue. For context, comparative actuals from FY2025 are also included.

Revenue Highlights:

- Local Option Sales Tax continues to track with the budget, with an average growth rate of 9.2% as of the end of the fiscal year as compared to the same period in FY2025. Since the revenue lags by a month, we will receive the September revenue at the end of October.
- Business Occupation Tax has exceeded the budgeted amount by approximately $150,000. This is due to a combination of new business license applications and staff efforts to improve collections through gross receipts reviews and outreach to bring delinquent businesses into compliance.
- Motor Vehicle TAVT revenues are below projections, reflecting a broader slowdown in vehicle sales, with collections declining by an average of 9% as of the end of the fiscal year.
- Interest Earnings are short of the budget by approximately $700,000. Interest earnings have underperformed due to lower than projected interest rates, unfavorable economic conditions, and shifts in the interest rate sensitive treasury yields in the investment portfolio.

- Building Residential revenue has fallen short of budget by approximately $650,000. As reported in July, this is due to three major developments experiencing delays in construction or which have not started: Tableau at Medley (townhomes), Embry Farms (Toll Brothers), and Reynolds Farm (McKinley Homes). These three developments account for approximately 353 total residential units and only 25 units have been permitted.

Overall, General Fund revenue is projected to exceed the FY2026 budget by approximately $77,000, assuming the millage rate remains at 3.492 mills. Should Council adopt a lower rate, this projected revenue surplus may not be realized.

General Fund Expenditures: As of fiscal year end, General Fund expenditures totaled $84.9 million, or 92.9% of the FY2026 revised budget. This total includes $26.5 million in Other Financing Uses and Operating Transfers Out - comprising the E911 Supplement, Capital Projects and Enhancements, and transfers to the City's three accrual funds.

A Department Expenditure Summary Spreadsheet is included with this report, providing a breakdown of spending by department, alongside FY2025 actuals for comparison. All departments are currently projected to finish the year under budget, with anticipated savings of approximately $2.7 million.

Capital Projects: The financial packet also provides expenditure detail on each approved Capital Project, greater than $100k, by fund and by category.

Fund Balance Update: The shortfall of $1,041,907 in the General Fund Unassigned balance reflected on the dashboard (page 3 of the report) after accounting for the three-month Reserve and the Cash Flow Stabilization Fund requirements, is not a cause for concern. The city anticipates ending FY2026 with a net surplus of approximately $2.8 million, which is expected to offset the $1,041,907 shortfall.

Overall Financial Outlook: The City's overall financial position as of the end of September 30, 2026, is positive. The current projections which assume a millage rate of 3.492 indicate that we will have a surplus in revenues of approximately $77,000, and expenditures are performing within expected ranges with projected savings of approximately $2.7 million.

The FY2026 Budget anticipated $22.44M in revenues from property taxes. Based on the increased value of the 2026 Tax Digest, maintaining the current millage rate of 3.492 mills would generate approximately $23.15M in Net Taxes Levied and $22.46M after accounting for projected delinquencies and appeals (an increase of $19,813 as compared to the budgeted amount). If the rollback rate of 3.434 mills is adopted, it would generate approximately $22.77M in Net Taxes Levied and $22.31M ($125,556 less than the FY2026 Budget) after accounting for projected delinquencies and appeals.

Fiscal Year End Close: The fiscal year officially ended on September 30, 2026, and the Finance Department is currently in the process of finalizing the year-end close. As part of this process revenues received through November 30, 2026, will be accrued back to FY2026 in accordance with standard accounting practices. Final adjustments and journal entries are underway and will be reflected in the final FY2026 financial report, which will be provided to Council before the end of the calendar year.

Looking Ahead: The Finance team is focused on preparing for the FY2026 audit and ensuring a strong start to Fiscal Year 2027, supporting all departments in the effective implementation and monitoring of the FY2027 budget, approved by Council on September 14, 2026.

We appreciate the continued support of the Mayor & Council.

CITY OF JOHNS CREEK
MONTHLY FINANCIAL REPORT
PERFORMANCE DASHBOARD
For the Month Ended September 30, 2026

GENERAL FUND DETAIL

REVENUES	YTD Status	Forecasted Over/Under
Top - 10		
Local Option Sales Tax	↔	$0
Real Property CY & PY	↗	$350,000
Insurance Premium Tax	↗	$1,000,000
Motor Vehicle TAVT	↙	($300,000)
Interest Earnings	↙	($700,000)
Electric Franchise Fees	↗	$200,000
Business & Occupation Tax	↗	$156,000
Municipal Court Fees	↙	($140,000)
Building Residential	↙	($650,000)
Gas Franchise Fees	↙	($1,600)
Other Revenues	↗	$163,000
Forecasted Revenue Surplus / (Loss)		$77,400
Forecasted Expenditure (Savings) / Overrun		($2,745,000)
Favorable (Unfavorable) Net Surplus vs. Deficit		$2,822,400

Expenditures	YTD Status	Forecasted Over/(Under)
Departments		
City Council	↙	($50,000)
City Manager	↙	($350,000)
City Clerk	↙	($175,000)
Finance	↙	($150,000)
Legal	↔	$0
Information Technology	↙	($10,000)
Human Resources	↙	($175,000)
Facilities	↙	($125,000)
Communications	↙	($60,000)
Municipal Court	↔	$0
Police	↙	($500,000)
Fire	↙	($350,000)
Public Works	↙	($250,000)
Recreation and Parks	↙	($375,000)
Community Development	↙	($175,000)
Other Financing Uses	↔	$0

FUND SYNOPSIS

General Fund - Assigned		$ -
General Fund - Unassigned		$ 29,021,492
Three-Month Reserve Requirement	$ 16,163,399	
Cash Flow Stabilization	$ 13,900,000	
Property Tax Stabilization	$ -	
Use of Reserves	$ -	
Excess / (Shortfall)	$ (1,041,907)	

Revenue (Actuals) Comparison [FY 2022 to FY 2026]

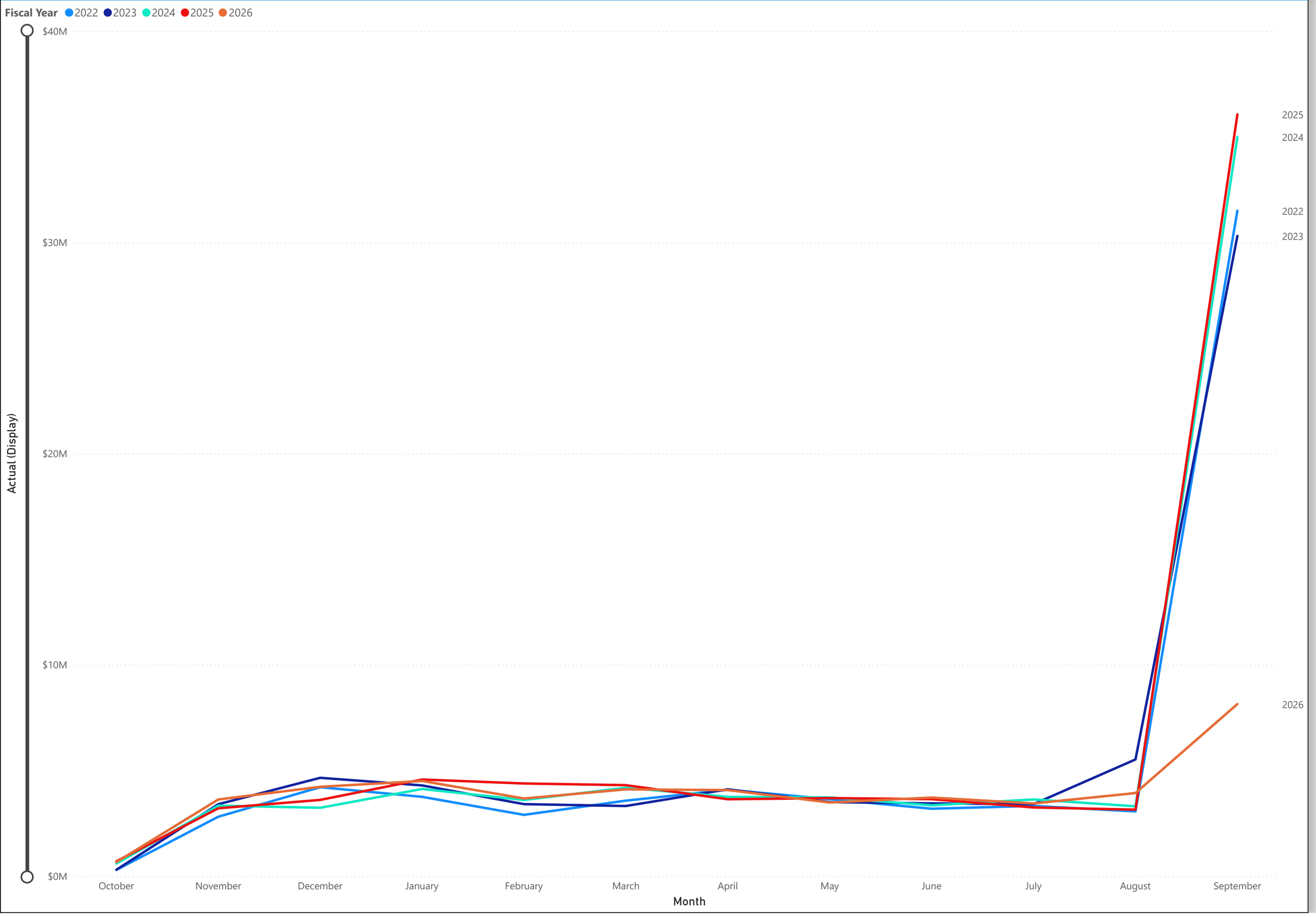
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Revenue - Actuals

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2022	394,279	2,977,712	4,312,817	4,530,510	4,070,256	3,927,081	4,569,104	3,896,031	3,548,064	4,050,558	3,320,560	32,396,417	**71,993,388**
2023	384,332	3,524,816	4,851,227	4,748,082	5,021,868	3,539,433	5,238,610	3,789,963	3,647,225	3,973,702	5,714,675	31,560,386	**75,994,320**
2024	690,938	3,627,232	3,416,440	4,995,648	4,970,865	4,594,058	4,293,370	3,929,535	3,833,517	4,217,835	3,489,934	36,045,526	**78,104,900**
2025	935,768	3,357,961	4,120,865	5,109,728	5,956,083	4,748,633	4,245,112	3,879,741	4,137,970	3,862,190	3,388,680	37,301,314	**81,044,046**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	842,701	3,839,941	4,801,059	5,154,593	5,324,010	4,716,119	4,692,737	3,719,944	4,293,549	4,271,376	4,097,468	9,545,673	**55,299,169**

Revenue - Actuals



Expense (Actuals) Comparison [FY 2022 to FY 2026]

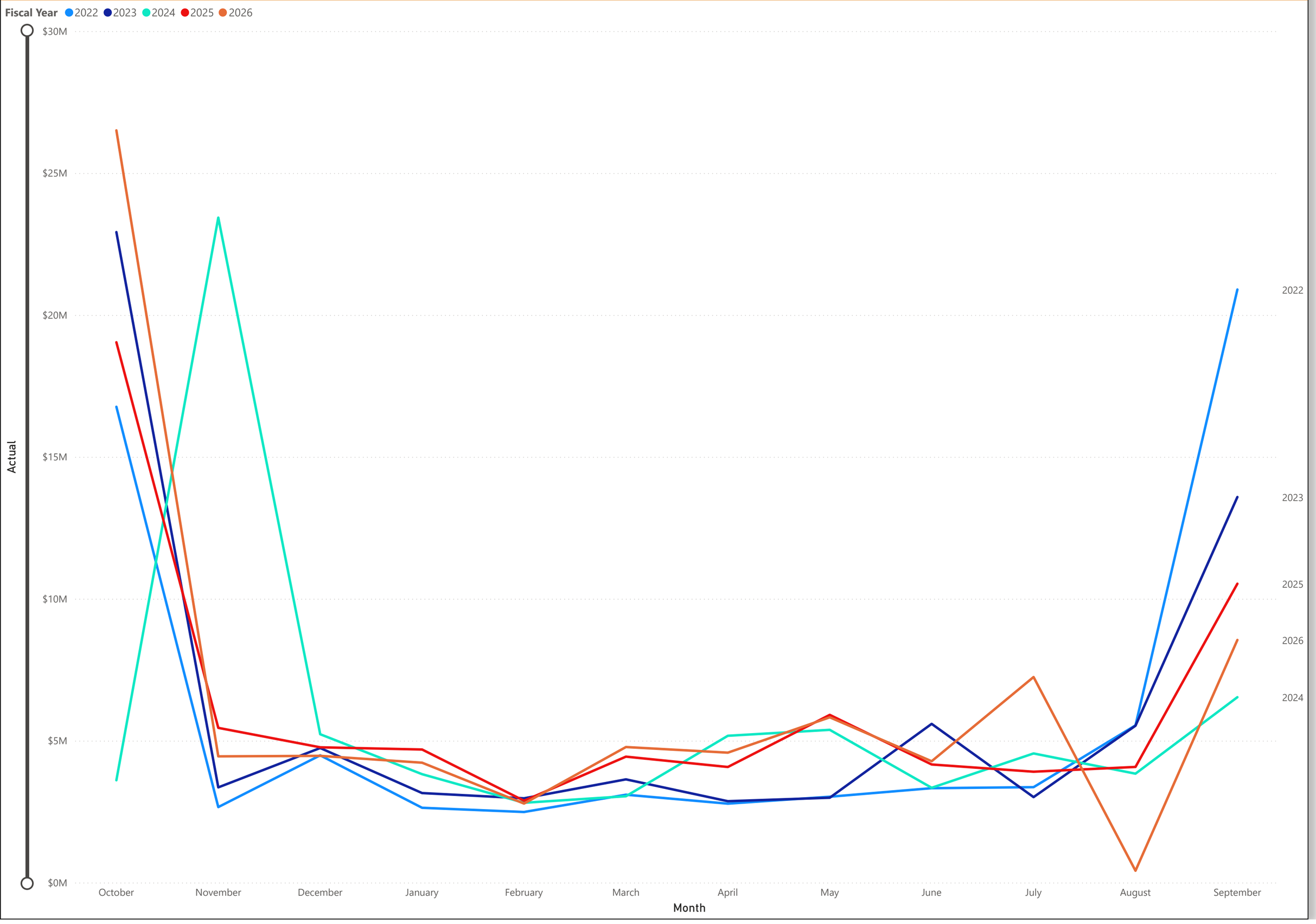
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Expense - Actuals

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2022	16,864,324	2,826,845	4,585,190	3,411,515	3,657,368	3,449,518	3,263,029	3,275,113	3,685,703	4,086,804	5,802,424	21,790,624	**76,698,457**
2023	23,002,823	3,474,035	4,939,614	3,607,817	4,582,690	3,856,084	3,997,645	3,275,434	5,796,462	3,577,577	5,717,531	14,836,829	**80,664,542**
2024	3,700,059	23,720,087	5,407,407	4,689,227	4,177,397	3,449,642	5,711,224	5,585,162	3,823,348	5,137,409	4,020,612	7,586,184	**77,007,758**
2025	19,271,312	5,597,679	5,279,548	5,225,515	4,453,514	4,878,078	4,678,225	6,094,658	4,656,319	4,517,579	4,315,526	11,768,987	**80,736,941**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	26,680,537	4,658,622	5,037,115	4,873,089	4,431,827	5,243,846	5,197,235	6,057,631	4,677,988	8,075,226	579,067	9,486,648	**84,998,832**

Expense Actuals



Top 10 Revenues [FY 2025 and FY 2026]

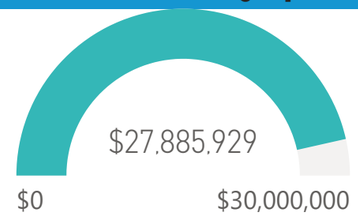
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Top 10 Revenues - Local Option Sales Tax

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	0	2,288,338	2,254,006	2,912,862	2,263,085	2,100,229	2,332,665	2,240,599	2,333,486	2,278,070	2,348,156	4,330,470	**27,681,964**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	0	2,636,379	2,565,538	2,953,983	2,192,598	2,352,398	2,494,587	2,471,703	2,609,625	2,529,819	2,652,751	2,426,549	**27,885,929**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

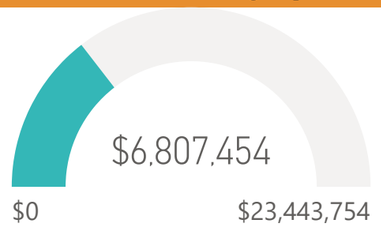
92.95%

Top 10 Revenues - Real Property Tax (Current Year & Prior Year)

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	0	0	259,746	374,658	163,992	346,527	18,734	32,028	29,607	30,294	662	21,182,916	**22,439,163**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	0	0	366,767	281,466	165,344	272,224	0	15,040	57,419	0	483,845	5,165,349	**6,807,454**

Actual vs. Revised Budget [FY 2026]



[Percentage Used]-[FY 2026]

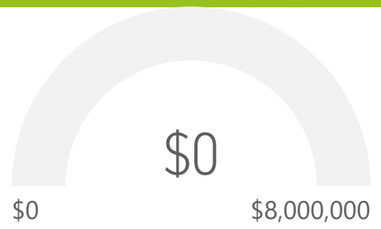
29.04%

Top 10 Revenues - Insurance Premium Tax

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	0	0	0	0	0	0	0	0	0	0	0	8,968,657	**8,968,657**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	0	0	0	0	0	0	0	0	0	0	0	0	**0**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

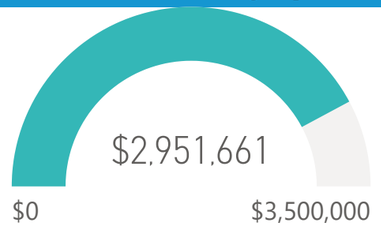
0.00%

Top 10 Revenues - Motor Vehicle TAVT

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	0	274,685	226,765	310,558	364,011	282,221	272,588	346,288	281,934	293,025	297,974	591,488	**3,541,537**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	0	304,966	225,094	269,512	303,430	210,089	283,890	276,682	250,892	270,114	270,518	286,475	**2,951,661**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

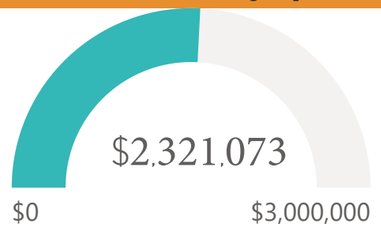
84.33%

Top 10 Revenues - Interest Earnings

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	200,715	203,140	226,875	226,786	125,289	626,771	139,103	138,272	444,339	132,887	123,534	387,021	**2,974,731**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	127,578	133,081	391,471	131,884	122,399	330,373	117,508	113,912	341,911	103,706	93,905	313,345	**2,321,073**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

80.60%

Top 10 Revenues [FY 2025 and FY 2026]

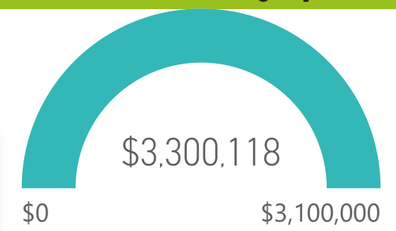
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Top 10 Revenues - Electric Franchise Fees

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	0	0	0	320,610	1,391,480	0	343,689	0	0	381,637	0	635,401	**3,072,817**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	0	0	0	363,077	1,445,649	0	371,784	0	0	406,742	0	712,865	**3,300,118**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

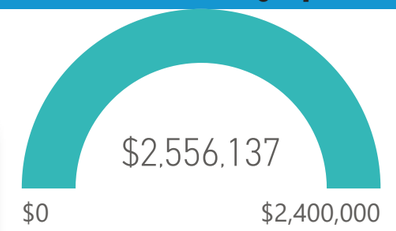
106.46%

Top 10 Revenues - Business & Occupation Tax

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	61,063	8,826	18,461	254,933	824,026	506,628	342,004	337,093	210,179	61,430	91,580	77,846	**2,794,067**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	10,883	10,730	126,391	331,827	303,341	624,591	587,839	228,274	177,967	48,684	69,555	36,056	**2,556,137**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

106.51%

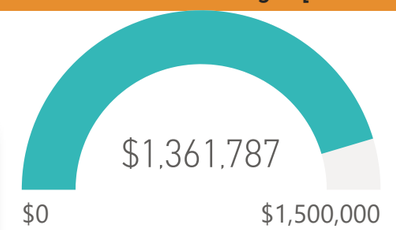
Top 10 Revenues - Municipal Court Fees

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	135,495	109,383	110,950	122,773	97,753	119,308	124,182	99,801	118,127	147,019	104,733	191,685	**1,481,208**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	102,037	184,575	145,726	157,823	136,798	138,373	141,612	140,300	0	298,363	75,644	-159,463*	**1,361,787**

*An adjusting journal entry in the amount of $277,594 was made to court revenue for excess revenue that was recognized in prior months. This offset the revenue that was collected in September.

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

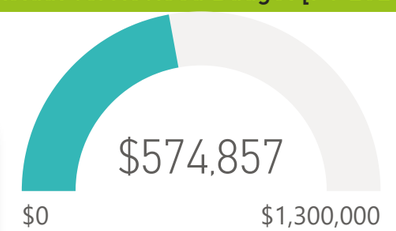
90.79%

Top 10 Revenues - Building Residential

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	8,377	4,487	3,825	6,163	5,093	11,551	2,600	5,311	3,723	9,019	650,673	17,938	**728,761**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	63,047	16,570	18,341	62,400	80,563	40,815	82,902	35,951	76,137	30,581	33,277	34,273	**574,857**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

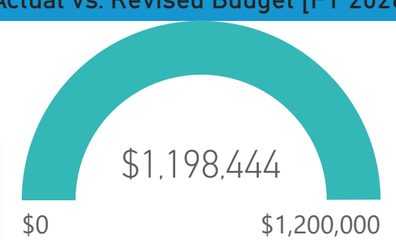
44.22%

Top 10 Revenues - Gas Franchise Fees

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	0	0	275,933	0	0	275,933	0	0	275,933	0	0	275,933	**1,103,733**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	0	0	299,611	0	0	299,611	0	0	299,611	0	0	299,611	**1,198,444**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

99.87%

Top 10 Revenues [FY 2025 and FY 2026]

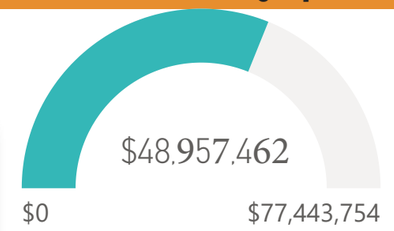
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Sub-Total Top 10 Revenue

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	270,155	2,779,475	2,989,678	4,085,960	3,745,495	3,873,928	3,107,694	3,099,591	3,303,267	2,804,724	3,512,579	35,556,334	**69,128,880**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	303,545	3,286,300	4,138,939	4,551,973	4,750,122	4,268,474	4,080,121	3,281,861	3,813,561	3,688,009	3,679,496	9,115,060	**48,957,462**

Actual vs. Revised Budget [FY 2026]



[Percentage Used]-[FY 2026]

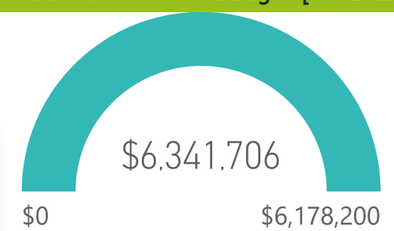
63.62%

Other Revenues

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	665,613	578,486	1,131,188	1,023,768	2,210,588	874,705	1,137,418	780,150	834,702	1,057,466	-123,898	1,744,980	**11,915,166**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	539,156	553,641	662,120	602,620	573,888	447,644	612,615	438,082	479,988	583,367	417,972	430,613	**6,341,706**

Actual vs. Revised Budget [FY 2026]



[Percentage Used]-[FY 2026]

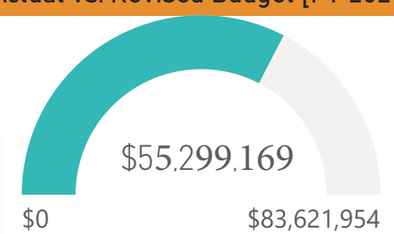
102.65%

Total [Sub-Total Top 10 Revenue + Other Revenues]

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	1,674,839	3,194,681	3,967,275	4,962,481	5,691,860	4,543,827	4,034,428	3,713,032	3,967,309	3,694,843	3,230,207	36,774,812	**79,449,594**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	842,701	3,839,941	4,801,059	5,154,593	5,324,010	4,716,119	4,692,787	3,719,944	4,293,549	4,271,376	4,097,468	9,545,673	**55,299,169**

Actual vs. Revised Budget [FY 2026]



[Percentage Used]-[FY 2026]

66.20%

Departmental Expenditure Summary FY2025 and FY 2026]

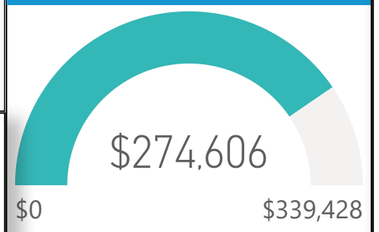
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Departmental Expenditure Summary - Mayor and City Council

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2025	4,252	24,864	23,641	25,375	32,210	20,650	24,454	27,918	19,286	20,963	20,073	37,351	**281,037**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2026	8,448	20,674	20,635	21,796	21,377	22,695	25,930	25,878	24,745	24,549	21,073	36,807	**274,606**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

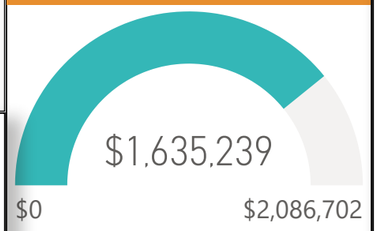
80.90%

Departmental Expenditure Summary - City Manager

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2025	45,892	165,130	151,556	131,130	113,422	138,489	116,587	167,370	148,449	128,803	125,958	258,669	**1,691,454**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2026	92,618	152,794	107,483	122,950	121,822	133,286	129,866	182,791	127,548	117,685	106,795	239,600	**1,635,239**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

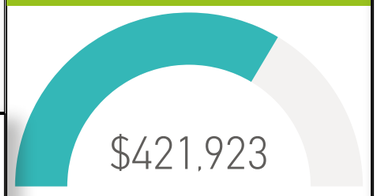
78.36%

Departmental Expenditure Summary - City Clerk

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2025	13,819	44,786	35,980	33,499	33,304	33,475	32,964	46,611	33,802	32,945	32,008	51,353	**424,546**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2026	29,922	34,787	36,800	31,578	34,018	30,979	34,777	45,200	31,038	32,336	31,983	48,506	**421,923**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

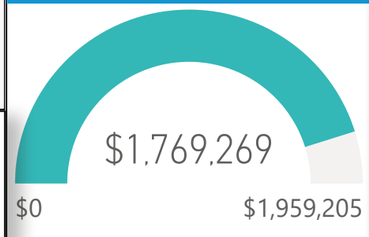
67.10%

Departmental Expenditure Summary - Finance

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2025	82,301	172,933	144,643	127,980	169,259	131,188	141,693	221,278	147,628	143,588	109,730	178,804	**1,771,025**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2026	145,935	138,423	153,790	126,625	153,320	133,541	164,281	193,080	116,830	127,540	129,022	186,883	**1,769,269**

Actual vs. Adopted Budget [FY 2026]



[Percentage Used] [FY 2026]

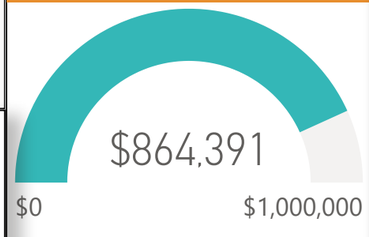
90.31%

Departmental Expenditure Summary - Legal

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2025	0	32,467	33,299	29,148	1,050	33,884	75,682	39,790	34,063	974	32,766	110,274	**423,396**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2026	0	0	64,604	30,288	1,041	558,635	929	29,283	59,696	59,628	2,627	57,662	**864,391**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

86.44%

Departmental Expenditure Summary [FY 2025 and FY 2026]

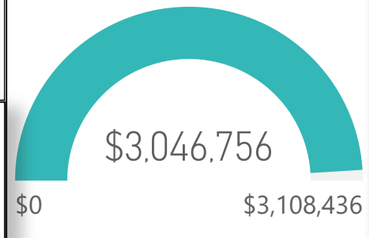
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Departmental Expenditure Summary - IT

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	394,731	217,296	147,493	234,611	231,884	316,379	176,372	209,786	193,807	185,961	186,828	266,811	**2,761,959**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	162,423	271,507	377,335	265,209	194,468	217,649	463,014	164,838	215,219	226,866	216,255	271,975	**3,046,756**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

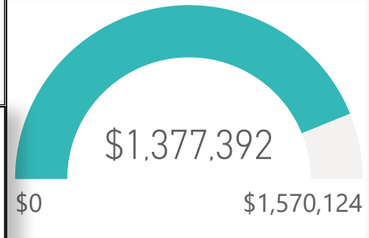
98.02%

Departmental Expenditure Summary - Human Resources

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	28,829	179,761	61,135	191,346	58,747	68,882	166,232	83,853	80,773	175,842	53,759	93,281	**1,242,439**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	78,042	168,204	74,245	184,057	67,239	88,935	139,458	119,197	74,707	184,984	79,890	118,433	**1,377,392**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

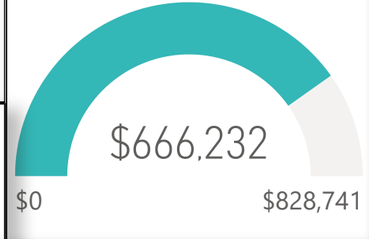
87.73%

Departmental Expenditure Summary - Facilities

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	33,270	27,779	45,761	34,248	51,033	74,700	56,798	85,267	55,754	94,023	44,874	108,854	**712,361**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	12,365	38,077	26,147	37,937	36,214	54,823	74,874	44,434	86,490	98,625	73,070	83,177	**666,232**

Actual vs. Revised Budget [FY 2026]



[Percentage Used]-[FY 2026]

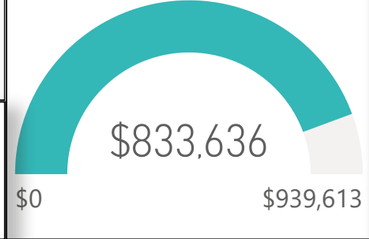
80.39%

Departmental Expenditure Summary - Communications

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	53,389	84,198	87,842	63,535	60,210	62,164	59,370	92,034	77,651	66,509	65,095	105,267	**877,264**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	76,028	66,611	75,044	68,121	67,903	103,621	58,369	65,413	56,558	57,577	53,450	84,941	**833,636**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

88.72%

Departmental Expenditure Summary [FY 2025 and FY 2026]

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Departmental Expenditure Summary - Municipal Court

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	36,419	67,533	75,931	59,428	52,636	72,152	58,613	82,965	69,653	84,243	62,997	136,763	**859,334**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	64,987	62,494	76,304	79,012	78,230	84,510	83,065	98,016	77,206	97,261	85,321	117,097	**1,003,504**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

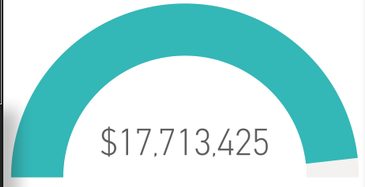
94.25%

Departmental Expenditure Summary - Police

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	534,652	1,802,969	1,626,615	1,458,940	1,253,105	1,364,127	1,346,964	1,828,897	1,301,021	1,355,499	1,300,417	2,035,497	**17,208,703**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	1,144,097	1,367,342	1,430,919	1,410,563	1,294,046	1,405,606	1,373,899	1,949,882	1,350,293	1,528,126	1,401,719	2,056,934	**17,713,425**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

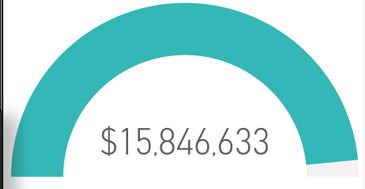
96.43%

Departmental Expenditure Summary - Fire

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	567,028	1,743,363	1,528,878	1,396,148	1,153,058	1,269,243	1,239,930	1,662,974	1,233,104	1,119,076	1,099,911	1,847,915	**15,860,629**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	1,052,843	1,261,062	1,348,543	1,347,572	1,178,325	1,240,100	1,217,900	1,707,486	1,203,665	1,289,473	1,236,838	1,762,828	**15,846,633**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

96.89%

Departmental Expenditure Summary - Public Works

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	74,653	194,849	512,890	670,983	517,123	499,462	404,063	670,227	473,843	322,942	387,159	1,158,483	**5,886,676**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	235,800	305,901	474,548	471,339	409,773	473,012	546,671	523,781	464,978	579,528	460,971	755,999	**5,702,300**

Actual vs. Revised Budget [FY 2026]



[Percentage Used]-[FY 2026]

81.96%

Departmental Expenditure Summary [FY 2025 and FY 2026]

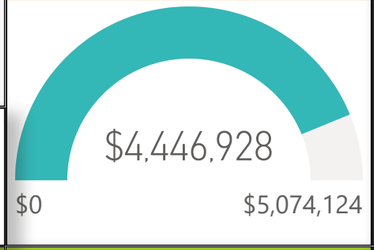
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Departmental Expenditure Summary - Recreation & Parks

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	130,326	376,362	342,036	377,130	356,401	384,862	385,033	398,886	389,222	388,423	374,403	694,263	**4,597,348**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	259,037	344,317	325,343	244,768	343,538	298,213	504,902	400,884	426,413	368,781	381,081	549,651	**4,446,928**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

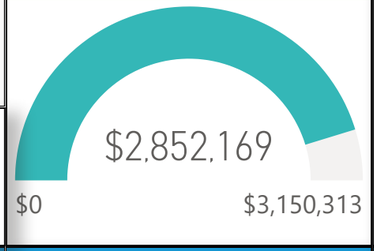
87.64%

Departmental Expenditure Summary - Community Development

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	83,566	270,179	268,642	198,806	176,864	215,213	200,262	283,595	205,055	204,579	226,338	376,315	**2,709,413**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	156,241	233,035	251,981	237,879	237,118	204,844	187,701	336,881	192,016	259,340	229,562	325,570	**2,852,169**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

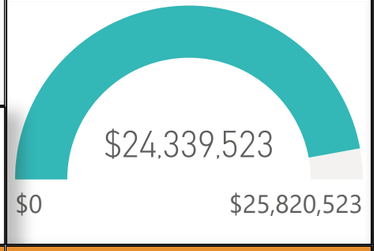
90.54%

Departmental Expenditure Summary - Other Financing Uses

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	16,994,976	0	0	0	0	0	0	0	0	0	0	4,115,879	**21,110,855**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	22,968,357	0	0	0	0	0	0	0	0	2,852,166	-4,101,000	2,620,000	**24,339,523**

Actual vs. Revised Budget [FY 2026]



[Percentage Used] [FY 2026]

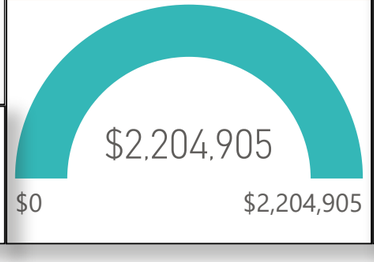
94.26%

Departmental Expenditure Summary - Operating Transfer Out

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2025	193,208	193,208	193,208	193,208	193,208	193,208	193,208	193,208	193,208	193,208	193,208	193,208	**2,318,501**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total
2026	193,396	193,396	193,396	193,396	193,396	193,396	191,600	170,586	170,586	170,586	170,586	170,586	**2,204,905**

Actual vs. Revised Budget [FY 2026]



[Percentage Used]-[FY 2026]

100.00%

Departmental Expenditure Summary [FY 2025 and FY 2026]

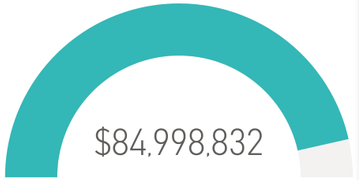
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Departmental Expenditure Summary - TOTAL

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2025	19,092,407	5,434,399	5,125,958	5,078,267	4,189,292	4,673,272	4,467,541	5,927,949	4,485,659	4,350,232	4,157,053	11,242,485	**78,224,512**

Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	**Total**
2026	26,680,537	4,658,622	5,037,115	4,873,089	4,431,827	5,243,846	5,197,235	6,057,631	4,677,988	8,075,226	579,067	9,486,648	**84,998,832**

Actual vs. Revised Budget [FY 2026]



[Percentage Used]-[FY 2026]

92.94%

City of Johns Creek
FY 2026 Capital Projects > 100k Detail Summary
As of September 30, 2026
(Sorted by Fund)

Multi-fund projects

Fund 250: LMIG Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
TS0250		Pedestrian/Bike Improvements	1,935,438	0	0	1,935,438	0%
PW2615		Resurfacing Main Roads	883,929	838,767	45,162	0	100%
PW2655*	PW2554	Town Center-East Johns Crossing Cro	98,924	0	31,059	67,865	31%
		Subtotal	**2,918,291**	**838,767**	**76,221**	**2,003,303**	

Fund 285: Tree Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
RP2460		Boardwalk at Town Center	551,451	0	164,100	387,351	30%
PW2625		Tree Fund - Improvements (Roadway)	200,000	0	115,367	84,633	58%
		Subtotal	**751,451**	**0**	**279,467**	**471,984**	

Fund 301: Capital Project Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
RP2460		Boardwalk at Town Center	16,842,546	7,361	15,820,984	1,014,200	94%
RP2257		Cauley Creek Park - Phase II	1,984,263	0	328,376	1,655,887	17%
FN1802		New ERP System	1,527,123	16,901	1,510,222	0	100%
CD2601		Comp Plan Update Phase I	100,000	0	0	100,000	0%
HR2603*	HR2403	Health Insurance Preventative Care	210,819	0	153,366	57,453	73%
PD2639*	PD2502	Vehicles for 5 New Police Officers	163,559	0	116,555	47,004	71%
PW2608*	PW2508	Stormwater Grant Program	422,000	12,883	22,723	386,393	8%
RP2606*	RP2206	Macedonia Cemetery	57,516	0	13,800	43,716	24%
RP2607*	RP2507	Additional Parking for Cauley Creek	300,000	218,870	81,130	0	100%
RP2627*	RP2311	Outparcel Cauley Creek	141,600	0	0	141,600	0%
RP2628*	RP2311	AMNP - Engineering	76,540	0	0	76,540	0%
RP2629*	RP2311	Newtown Lighting	45,000	0	0	45,000	0%
RP2657*	RP2311 & RP2257	Cauley Creek Park - Phase II	215,737	0	0	215,737	0%
RP2662*	RP2362	Maker Space at Cauley Creek	64,640	0	0	64,640	0%
		Subtotal	**22,151,343**	**256,016**	**18,047,157**	**3,848,171**	

Fund 302: Infrastructure Maintenance Accrual Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
CH2609		City Hall - HVAC Replacement	300,000	248,765	0	51,235	83%
FD2513		Fire Station Alerting System (Repla	400,000	0	399,997	3	100%
PW2016		Stormwater Repair/Drainage Rehabili	3,717,866	218,593	3,499,273	0	100%
PW2020		Buice Road Bridge Replacement - Eng	6,616,742	2,711,959	3,904,782	0	100%
PW2515		Resurfacing (Main Roads & Neighborh	655,646	98,513	504,596	52,537	92%
PW2521		Traffic Signal and ITS Maintenance	248,292	0	194,683	53,609	78%
PW2615		Resurfacing Main Roads	716,071	41,530	651,524	23,017	97%
PW2617		Pavement Marking Refresh and Restri	303,547	11,289	243,340	48,918	84%
PW2619*	PW2519	Sign Maintenance Material	247,370	0	55,144	192,226	22%
PW2620*	PW2520	Concrete Repairs and Maintenance	459,502	0	459,502	0	100%
PW2622*	PW2524	Video Wall Replace Traffic Control	353,530	35,353	318,177	0	100%
RP2522		Park Maintenance Materials	1,400,000	0	1,000,477	399,523	71%
RP2523		Park Refreshes	450,000	63,655	386,261	84	100%
RP2622		Park Maintenance Material	1,405,000	26,449	1,177,635	200,916	86%
RP2623		Park Refreshes	450,000	38,235	340,092	71,673	84%
PW2616*	PW2016	Stormwater Improvement	101,984	0	0	101,984	0%
PW2626*	PW2020	Buice Road Bridge Replacement - Eng	1,206,229	0	28,545	1,177,684	2%
		Subtotal	**19,031,779**	**3,494,342**	**13,164,028**	**2,373,409**	

Fund 303: Equipment Accrual Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
FD2642		Personal Protective Equipment	102,000	41,300	58,300	2,400	98%
PD2651*	PD2526	Body Worn Camera	392,281	0	371,036	21,245	95%
PD2654		Automated License Plate Readers	156,722	0	137,500	19,222	88%
		Subtotal	**651,003**	**41,300**	**566,836**	**42,867**	

Fund 310: Park Bond Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PB1702		Cauley Creek	28,006,513	41,448	27,965,064	0	100%
PB1712		Trails/Greenway	686,113	328,864	357,249	0	100%
RP2460		Boardwalk at Town Center	3,441,186	0	3,441,185	1	100%
PB2602*	PB1702	Cauley Creek	109,942	17,145	11,847	80,951	26%
PB2612*	PB1712	Trails/Greenway	413,887	0	0	413,887	0%
		Subtotal	**32,657,641**	**387,458**	**31,775,344**	**494,839**	

City of Johns Creek
FY 2026 Capital Projects > 100k Detail Summary
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(Sorted by Fund)

Fund 335: TSPLOST Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
RP2460		Boardwalk at Town Center	2,169,749	0	2,169,749	0	100%
TS0101		Medlock Bridge @ McGinnis	9,696,250	-170,812	6,424,594	3,442,469	64%
TS0103		Medlock Bridge @ State Bridge	8,023,000	76,315	3,108,354	4,838,331	40%
TS0104		Jones Bridge (from McGinnis to Sarg	9,073,164	1,721,180	6,274,990	1,064,174	88%
TS0105		Jones Bridge (from Waters to State	25,932,790	0	25,980,208	-47,418	100%
TS0106		McGinnis Ferry Widening	8,500,000	0	8,474,530	25,470	100%
TS0107		Haynes Bridge Widening	5,121,501	0	4,226,358	895,143	83%
TS0109		Barnwell at Holcomb Bridge (Interse	7,748,051	0	7,664,229	83,822	99%
		Subtotal	**76,264,505**	**1,626,683**	**64,323,012**	**10,301,990**	

Fund 336: TSPLOST II Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
RP2460		Boardwalk at Town Center	15,422,658	0	15,440,158	-17,500	100%
TS0201		Project Management TSPLOST II	3,625,074	0	1,868,170	1,756,904	52%
TS0203		TSPLOST II Inflation	5,240,118	0	0	5,240,118	0%
TS0210		Bridges - TSPLOST II	6,700,000	2,613,273	776,601	3,310,126	51%
TS0220		Traffic Congestion Relief - TSPLOST	45,390,487	14,431,229	24,113,300	6,845,958	85%
TS0220A3		TS0220 - Nesbit Ferry Road Trail (Colony Club to Brumbelow)	200,000	103,814	96,186	0	100%
TS0220A2		TS0220 - Nesbit Ferry Road Trail (Colony Club Drive Roundabout)	3,973,911	3,017,451	610,918	345,542	91%
TS0230		Landscape/Streetscape - TSPLOST II	1,883,300	15,800	230,661	1,636,839	13%
TS0240		Operations and Safety - TSPLOST II	9,571,670	910,762	5,915,912	2,744,996	71%
TS0250		Pedestrian/Bike Improvements	25,623,964	8,973,454	15,403,607	636,904	98%
		Subtotal	**117,631,182**	**30,065,783**	**64,455,512**	**22,499,887**	

Fund 350: Vehicle Replacement Accrual Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PD2449		Police 14 Vehicles	919,697	6,104	913,593	0	100%
FD2644		Fire Engine and Admin Truck	1,280,000	0	980,905	299,095	77%
PD2650	PD2354, PD2449	Police 11 Vehicles, SUV, Trucks, Bi	1,272,508	48,958	1,073,825	149,725	88%
		Subtotal	**3,472,205**	**55,062**	**2,968,324**	**448,820**	

Fund 560: Stormwater Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PW2616	PW2552	Stormwater Improvement	442,549	33,763	0	408,786	8%
		Subtotal	**442,549**	**33,763**	**0**	**408,786**	
		Grand Total	**275,971,949**	**36,799,173**	**195,655,902**	**42,894,055**	

City of Johns Creek
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Multi-fund projects

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
CH2609		City Hall - HVAC Replacement	Building/Facilities Maintenance	300,000	248,765	0	51,235	83%
FD2513		Fire Station Alerting System (Repla	Building/Facilities Maintenance	400,000	0	399,997	3	100%
			Sub-Total Bldg/Facilities Maintenance	**700,000**	**248,765**	**399,997**	**51,238**	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
CD2601		Comp Plan Update Phase I	Other	100,000	0	0	100,000	0%
TS0201		Project Management TSPLOST II	Other	3,625,074	0	1,868,170	1,756,904	52%
TS0203		TSPLOST II Inflation	Other	5,240,118	0	0	5,240,118	0%
HR2603*	HR2403	Health Insurance Preventative Care	Other	210,819	0	153,366	57,453	73%
			Sub-Total Other	**9,176,011**	**0**	**2,021,537**	**7,154,475**	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PB1702		Cauley Creek	Park Development	28,006,513	41,448	27,965,064	0	100%
RP2257		Cauley Creek Park - Phase II	Park Development	1,984,263	0	328,376	1,655,887	17%
RP2460		Boardwalk at Town Center	Park Development	551,451	0	164,100	387,351	30%
RP2460		Boardwalk at Town Center	Park Development	16,842,546	7,361	15,820,984	1,014,200	94%
RP2460		Boardwalk at Town Center	Park Development	3,441,186	0	3,441,185	1	100%
RP2460		Boardwalk at Town Center	Park Development	2,169,749	0	2,169,749	0	100%
RP2460		Boardwalk at Town Center	Park Development	15,422,658	0	15,440,158	-17,500	100%
PB2602*	PB1702	Cauley Creek	Park Development	109,942	17,145	11,847	80,951	26%
RP2607*	RP2507	Additional Parking for Cauley Creek	Park Development	300,000	218,870	81,130	0	100%
RP2627*	RP2311	Outparcel Cauley Creek	Park Development	141,600	0	0	141,600	0%
RP2628*	RP2311	AMNP - Engineering	Park Development	76,540	0	0	76,540	0%
RP2629*	RP2311	Newtown Lighting	Park Development	45,000	0	0	45,000	0%
RP2657*	RP2311 & RP2257	Cauley Creek Park - Phase II	Park Development	215,737	0	0	215,737	0%
RP2606*	RP2206	Macedonia Cemetery	Park Development	57,516	0	13,800	43,716	24%
RP2662*	RP2362	Maker Space at Cauley Creek	Park Development	64,640	0	0	64,640	0%
			Sub-Total Park Devleopment	**69,429,341**	**284,825**	**65,436,393**	**3,708,124**	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
RP2522		Park Maintenance Materials	Park Maintenance	1,400,000	0	1,000,477	399,523	71%
RP2523		Park Refreshes	Park Maintenance	450,000	63,655	386,261	84	100%
RP2622		Park Maintenance Material	Park Maintenance	1,405,000	26,449	1,177,635	200,916	86%
RP2623		Park Refreshes	Park Maintenance	450,000	38,235	340,092	71,673	84%
			Sub-Total Park Maintenance	**3,705,000**	**128,339**	**2,904,465**	**672,197**	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PB1712		Trails/Greenway	Pedestrian/Bike Improvement	686,113	328,864	357,249	0	100%
TS0250		Pedestrian/Bike Improvements	Pedestrian/Bike Improvement	25,623,964	8,973,454	15,403,607	636,904	98%
TS0250		Pedestrian/Bike Improvements	Pedestrian/Bike Improvement	1,935,438	0	0	1,935,438	0%
PB2612*	PB1712	Trails/Greenway	Pedestrian/Bike Improvement	413,887	0	0	413,887	0%
			Sub-Total Pedestrian/Bike Improvement	**28,659,402**	**9,302,318**	**15,760,855**	**2,986,229**	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PW2016		Stormwater Repair/Drainage Rehabili	Stormwater	3,717,866	218,593	3,499,273	0	100%
PW2616*	PW2016	Stormwater Improvement	Stormwater	101,984	0	0	101,984	0%
PW2616*	PW2552	Stormwater Improvement	Stormwater	442,549	33,763	0	408,786	8%
			Sub-Total Stormwater	**4,262,399**	**252,357**	**3,499,273**	**510,770**	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
FD2642		Personal Protective Equipment	Technology	102,000	41,300	58,300	2,400	98%
FN1802		New ERP System	Technology	1,527,123	16,901	1,510,222	0	100%
PD2651*	PD2526	Body Worn Camera	Technology	392,281	0	371,036	21,245	95%
PD2654		Automated License Plate Readers	Technology	156,722	0	137,500	19,222	88%
			Sub-Total Technology	**2,178,126**	**58,201**	**2,077,058**	**42,867**	

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PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PW2020		Buice Road Bridge Replacement - Eng	Transportation Networks	6,616,742	2,711,959	3,904,782	0	100%
PW2515		Resurfacing (Main Roads & Neighborh	Transportation Networks	655,646	98,513	504,596	52,537	92%
PW2521		Traffic Signal and ITS Maintenance	Transportation Networks	248,292	0	194,683	53,609	78%
PW2615		Resurfacing Main Roads	Transportation Networks	716,071	41,530	651,524	23,017	97%
PW2615		Resurfacing Main Roads	Transportation Networks	883,929	838,767	45,162	0	100%
PW2617		Pavement Marking Refresh and Restri	Transportation Networks	303,547	11,289	243,340	48,918	84%
PW2619*	PW2519	Sign Maintenance Material	Transportation Networks	247,370	0	55,144	192,226	22%
PW2620*	PW2520	Concrete Repairs and Maintenance	Transportation Networks	459,502	0	459,502	0	100%
PW2622		Video Wall Replace Traffic Control	Transportation Networks	353,530	35,353	318,177	0	100%
PW2625		Tree Fund - Improvements (Roadway)	Transportation Networks	200,000	0	115,367	84,633	58%
TS0101		Medlock Bridge @ McGinnis	Transportation Networks	9,696,250	-170,812	6,424,594	3,442,469	64%
TS0103		Medlock Bridge @ State Bridge	Transportation Networks	8,023,000	76,315	3,108,354	4,838,331	40%
TS0104		Jones Bridge (from McGinnis to Sarg	Transportation Networks	9,073,164	1,721,180	6,274,990	1,064,174	88%
TS0105		Jones Bridge (from Waters to State	Transportation Networks	25,932,790	0	25,980,208	-47,418	100%
TS0106		McGinnis Ferry Widening	Transportation Networks	8,500,000	0	8,474,530	25,470	100%
TS0107		Haynes Bridge Widening	Transportation Networks	5,121,501	0	4,226,358	895,143	83%
TS0109		Barnwell at Holcomb Bridge (Interse	Transportation Networks	7,748,051	0	7,664,229	83,822	99%
TS0210		Bridges - TSPLOST II	Transportation Networks	6,700,000	2,613,273	776,601	3,310,126	51%
TS0220		Traffic Congestion Relief - TSPLOST	Transportation Networks	45,390,487	14,431,229	24,113,300	6,845,958	85%
TS0220A3		TS0220 - Nesbit Ferry Road Trail (Colony Club to Brumbelow)	Transportation Networks	200,000	103,814	96,186	0	100%
TS0220A2		TS0220 - Nesbit Ferry Road Trail (Colony Club Drive Roundabout)	Transportation Networks	3,973,911	3,017,451	610,918	345,542	91%
TS0230		Landscape/Streetscape - TSPLOST II	Transportation Networks	1,883,300	15,800	230,661	1,636,839	13%
TS0240		Operations and Safety - TSPLOST II	Transportation Networks	9,571,670	910,762	5,915,912	2,744,996	71%
PW2608*	PW2508	Stormwater Grant Program	Transportation Networks	422,000	12,883	22,723	386,393	8%
PW2626*	PW2020	Buice Road Bridge Replacement - Eng	Transportation Networks	1,206,229	0	28,545	1,177,684	2%
PW2655*	PW2554	Town Center-East Johns Crossing Cro	Transportation Networks	98,924	0	31,059	67,865	31%
			Sub-Total Transportation Networks	**154,225,905**	**26,469,307**	**100,471,446**	**27,272,333**	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PD2449		Police 14 Vehicles	Vehicles	919,697	6,104	913,593	0	100%
PD2650*	PD2354, PD2449	Police 11 Vehicles, SUV, Trucks, Bi	Vehicles	1,272,508	48,958	1,073,825	149,725	88%
FD2644		Fire Engine and Admin Truck	Vehicles	1,280,000	0	980,905	299,095	77%
PD2639*	PD2502	Vehicles for 5 New Police Officers	Vehicles	163,559	0	116,555	47,004	71%
			Sub-Total Vehicles	**3,635,764**	**55,062**	**3,084,878**	**495,824**	
			Grand Total	**275,971,949**	**36,799,173**	**195,655,902**	**42,894,055**	

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Harpreet Hora, Finance Director

Agenda: October 26, 2026 – Public Hearing

Item: **FY2026 Millage Rate**

Item Summary
The Council must set a millage rate for FY2026 to generate revenues necessary to provide government services. The Council must further set a parks bond millage rate for FY2026, which will cover the parks bond debt service payments. The millage rate will be considered for adoption following three Public Hearings which have been advertised to be held October 15, 2026, at 6:00 p.m. as well as October 26, 2026, at 11:00 a.m. and 7:00 p.m.

Background
Property taxes are levied against the Tax Digest to generate revenues to provide governmental services (city operations). Of the City's top five revenue sources, property taxes are the one over which the City Council has the most direct impact. Property taxes are levied by what is commonly referred to as the "millage rate". The millage rate associated with the General Fund is called the "M&O millage rate" which stands for Maintenance and Operations. The millage rate associated with General Obligation bonds issued for parks projects is called the "Parks Bond millage rate". The current M&O millage rate is 3.492 mills or $3.492 for every $1,000 of net assessed value. The current Parks Bond millage rate is 0.250 mills or $0.250 for every $1,000 of net assessed value. Johns Creek's millage rate is the lowest city millage rate in Fulton County. The attached memorandum provides additional background information on the millage rate and historical context. The Council has advertised the millage rate of 3.492 that sets the ceiling of the rate that can be adopted without readvertising.

Update
In August, Fulton County sought and was granted a Temporary Collection Order (TCO) from the Superior Court of Fulton County authorizing the immediate and temporary collection of property taxes based on 2026 values and 2025 millage rates since the Tax Assessor's office had not completed the assessment for all parcels and therefore could not produce the estimated digest. The TCO was necessary because property taxes are a primary source of revenue for local governments, impacting their ability to provide services.

Fulton County has now provided the 2026 Estimated Tax Digest (attached for reference). The overall value of property in Johns Creek has increased approximately 1.92% from ($6.5B to $6.6B). Most of the increase (in the amount of $111M) is attributable to reassessment of existing real property. The balance of the increase

($14M) is due to other changes to the digest including growth from new homes and new commercial properties being added to the Tax Digest. In the past several years, there has been substantial growth in the Net Tax Digest: $128M in 2020, $191M in 2021, $461M in 2022, $554M in 2023 and then a slowing of the trend with growth of $267M in 2024, $306M in 2025, and $125M in 2026. For budget purposes, the City has traditionally been conservative in our estimation of growth, projecting a $100M change in the Net Tax Digest because of new residential and commercial properties being built in the City.

The FY2026 Budget anticipated $22.44M in revenues from property taxes. Based on the increased value of the 2026 Tax Digest, maintaining the current millage rate of 3.492 mills would generate approximately $23.15M in Net Taxes Levied and $22.46M after accounting for projected delinquencies and appeals (an increase of $19,813 as compared to the budgeted amount). If the rollback rate of 3.434 mills is adopted, it would generate approximately $22.77M in Net Taxes Levied and $22.31M ($125,556 less than the FY2026 Budget) after accounting for projected delinquencies and appeals.

As Council considers setting of the millage rates, it should not be viewed as a reconciliation tool for any single budget year, but rather a mechanism for which necessary funds are secured into the City's General Fund for essential services, capital improvements and payment of outstanding debt.

Next Steps

The first Public Hearing in the 2026 millage rate process will be held October 15, 2026, at 6:00 p.m. The second hearing will be held on October 26, 2026, at 11:00 a.m., and the third and final Public Hearing will be held the same evening at 7:00 p.m. during the regular Council Meeting. Council will consider adopting the 2026 millage rates as part of the third Public Hearing.

Attachments

1. Consolidation and Evaluation of Digest
2. M&O Millage Rate - 2026 PT32.1
3. Parks Bond Millage Rate - 2026 PT32.1
4. Purpose of Millage Rate and Historical Information
5. Ordinance for Maintenance and Operations Ad Valorem tax rate
6. Ordinance for Parks Bond Ad Valorem tax rate

202ESTB 09/11/2026

CONSOLIDATION AND EVALUATION OF DIGEST 2026

COUNTY NAME: Fulton | COUNTY NO: 60 | Sheet # 65 - CITY OF JOHNS CREEK (57) | Total Parcel Count: 27,005

RESIDENTIAL

Code	Count	Acres	40% Value
R1	25,578		5,743,358,710
R3	25,761	9,309.40	1,787,456,030
R4	476	1,789.24	67,592,120
R5	36	804.83	11,869,360
R6	0		0
R9	0	0.00	0
RA	0		0
RB	19		44,520
RF	0		0
RI	0		0
RZ	0		0

RESIDENTIALTRANSITIONAL

Code	Count	Acres	40% Value
T1	0		0
T3	0	0.00	0
T4	0	0.00	0

HISTORIC

Code	Count	Acres	40% Value
H1	0		0
H3	0	0.00	0

AGRICULTURAL

Code	Count	Acres	40% Value
A1	7		1,829,640
A3	0	0.00	0
A4	2	6.24	242,120
A5	3	158.59	3,386,160
A6	0		0
A9	0	0.00	0
AA	0		0
AB	0		0
AF	0		0
AI	0		0
AZ	0		0

PREFERENTIAL

Code	Count	Acres	40% Value
P3	0	0.00	0
P4	0	0.00	0
P5	0	0.00	0
P6	0		0

CONSERVATION USE

Code	Count	Acres	40% Value
V3	3	2.26	119,800
V4	1	9.40	98,920
V5	11	362.54	10,843,720
V6	0		0

BROWNFIELD PROPERTY

Code	Count	Acres	40% Value
B1	0		0
B3	0	0.00	0
B4	0	0.00	0
B5	0	0.00	0
B6	0		0

Q - QUALIFIED TIMBERLAND

Code	Count	Acres	40% Value
Q4	0	0.00	0
Q5	0	0.00	0

FOREST LAND CONSERVATION USE

Code	Count	Acres	40% Value
J3	0	0.00	0
J4	0	0.00	0
J5	0	0.00	0
J6	0	0	0

FLPA FAIR MARKET ASMT

Code	Count	Acres	40% Value
F3	0	0.00	0
F4	0	0.00	0
F5	0	0.00	0
F6	0	0	0
Total		0	0

ENVIRONMENTALLY SENSITIVE

Code	Count	Acres	40% Value
W3	0	0.00	0
W4	0	0.00	0
W5	0	0.00	0

COMMERCIAL

Code	Count	Acres	40% Value
C1	439		655,573,900
C3	348	260.78	69,252,540
C4	114	529.49	91,042,160
C5	69	2,107.08	132,056,460
C9	0	0.00	0
CA	0		0
CB	0		0
CF	1,395		273,502,160
CI	776		32,411,560
CP	4		92,527,240
CZ	10		56,700

INDUSTRIAL

Code	Count	Acres	40% Value
I1	3		4,855,280
I3	0	0.00	0
I4	3	17.01	2,449,440
I5	0	0.00	0
I9	0	0.00	0
IA	0		0
IB	0		0
IF	2		2,998,760
II	2		45,360
IP	2		5,288,200
IZ	0		0

PUBLIC UTILITY

Code	Count	Acres	40% Value
U1	1		22,130
U2	10	0.00	54,093,564
U3	0	0.00	0
U4	0	0.00	0
U5	0	0.00	0
U9	0	0.00	0
UA	0		0
UB	0		0
UF	0		0
UZ	0		0

EXEMPT PROPERTY

Code	Count	40% Value
E0	1	13,240
E1	101	174,891,960
E2	42	74,133,520
E3	1	45,480
E4	5	823,760
E5	6	47,729,680
E6	18	32,647,960
E7	0	0
E8	0	0
E9	4	14,895,620
TOTAL	178	345,181,220

HOMESTEAD & PROPERTY EXEMPTIONS

Code	Count	M&O AMOUNT	BOND AMOUNT
S1	0	0	0
SC	0	0	0
S3	27	405,000	0
S4	0	0	0
S5	114	14,423,864	14,707,014
SD	7	1,563,880	1,563,880
SS	2	246,030	253,052
SE	0	0	0
SG	0	0	0
S6	0	0	0
S8	0	0	0
S9	0	0	0
SF	0	0	0
SA	0	0	0
SB	0	0	0
SP	601	1,051,920	1,051,920
SH	0	0	0
ST	0	0	0
SV	15	10,855,310	10,855,310
SJ	0	0	0
SZ	0	0	0
SN	0	0	0

DO NOT USE L1 THRU L9 CODES ON STATE SHEET

L1	17,037	302,620,382	0
L2	337	13,465,230	3,370,000
L3	845	211,209,600	211,209,600
L4	0	0	0
L5	0	0	0
L6	0	0	0
L7	18	720,000	180,000
L8	543	126,916,160	126,916,160
L9	0	0	0
L10	0	0	0
L11	0	0	0
L12	158	14,509,734	0
L13	140	9,068,850	1,400,000
L14	15,877	1,713,761,990	0
L15	0	0	0
L16	0	0	0
TOTAL	35,721	2,420,817,950	371,506,936

SUMMARY

PROPERTY CLASS	COUNT	ACRES	ASSESSED VALUE
Residential Real	26,273	11,903.47	7,610,276,220
Residential Personal	19		44,520
Residential Total	26,292	11,903.47	7,610,320,740
Residential Trans.	0	0.00	0
Historic	0	0.00	0
Agricultural Real	5	164.83	5,457,920
Agricultural Personal	0		0
Agricultural Total	5	164.83	5,457,920
Preferential	0	0.00	0
Conservation Use	15	374.20	11,062,440
Environmentally Sen	0	0.00	0
Commercial Real	531	2,897.35	947,925,060
Commercial Personal	2,185		398,497,660
Commercial Total	2,716	2,897.35	1,346,422,720
Industrial Real	3	17.01	7,304,720
Industrial Personal	6		8,332,320
Industrial Total	9	17.01	15,637,040
Forest Lnd Con Use	0	0.00	0
Brownfield Property	0	0.00	0
Qualified Timberland	0	0.00	0
Real Total	26,827	15,356.86	8,582,026,360
Personal Total	2,210		406,874,500
Digest Total	29,037	15,356.86	8,988,900,860
Public Utility	11	0.00	54,115,694
Motor Vehicle	6,085		9,621,720
Mobile Home			
Timber - 100%			
Heavy Duty Equip.			
Gross Digest Total	35,133	15,356.86	9,052,638,274
Exemptions-Bonds			371,506,936
Net Bond Digest			8,681,131,338
Gross Digest Total	35,133	15,356.86	9,052,638,274
Exemptions-M & O			2,420,817,950
Net M & O Digest			6,631,820,324

TYPE	MILLAGE	ASSESSED VALUE	TAX
M & O	0.003492	6,631,820,324	23,158,317
BOND	0.000250	8,681,131,338	2,170,283

I, Arthur E. Ferdinand, Tax Commissioner in and for said county, do hereby certify that the above and foregoing were provided by the Board of Assessors as a true and correct consolidation of tax returns received from the taxpayer (or assessed against defaulters) in said county of Fulton for the year 2026, and duplicate digest has been made and delivered to the county governing authority and tax collector of said county as required by law.

Witness my hand and official signature, this_____day of_____2026.

_____

Tax Commissioner

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES 2026

COUNTY FULTON TAXING JURISDICTION 65 - JOHNS CREEK

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2025 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2026 DIGEST
REAL	8,353,811,240	162,155,840	66,059,280	8,582,026,360
PERSONAL	507,333,822		-46,343,628	460,990,194
MOTOR VEHICLES	12,582,960		-2,961,240	9,621,720
MOBILE HOMES				
TIMBER - 100%				
HEAVY DUTY EQUIP	39,200		-39,200	
GROSS DIGEST	8,873,767,222	162,155,840	16,715,212	9,052,638,274
EXEMPTIONS	2,367,078,566	51,109,862	2,629,522	2,420,817,950
NET DIGEST	6,506,688,656	111,045,978	14,085,690	6,631,820,324
FLPA Reimbursement Value				
Adjusted NET DIGEST	6,506,688,656	111,045,978	14,085,690	6,631,820,324
	(PYD)	(RVA)	(NAG)	(CYD)
2025 MILLAGE RATE	.003492	2026 PROPOSED MILLAGE RATE >>>		

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2025 Net Digest	PYD	6,506,688,656	
Net Value Added-Reassessment of Existing Real Property	RVA	111,045,978	
Other Net Changes to Taxable Digest	NAG	14,085,690	
2026 Net Digest	CYD	6,631,820,324	(PYD+RVA+NAG)
2025 Millage Rate	PYM	.003492	
Millage Equivalent of Reassessed Value Added	ME	.000058	(RVA/CYD) * PYM
Rollback Millage Rate for 2026	RR	.003434	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2026 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	.003434
	2026 Millage Rate	
	Percentage Increase	

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Lee Morris PE — Chairman, Board of Tax Assessors

9-11-26 — Date

I hereby certify that the values and exemptions above were provided by the Board of Tax Assessors as accurate for 2026.

John E. Reed — Tax Collector or Tax Commissioner

9/11/26 — Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2026 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2026 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party | Title | Date

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES 2026

COUNTY	FULTON	TAXING JURISDICTION	65 - JOHNS CREEK BOND - BOND

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2025 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2026 DIGEST
REAL	8,353,811,240	162,155,840	66,059,280	8,582,026,360
PERSONAL	507,333,822		-46,343,628	460,990,194
MOTOR VEHICLES	12,582,960		-2,961,240	9,621,720
MOBILE HOMES				
TIMBER - 100%				
HEAVY DUTY EQUIP	39,200		-39,200	
GROSS DIGEST	8,873,767,222	162,155,840	16,715,212	9,052,638,274
EXEMPTIONS	305,093,200	63,941,408	2,472,328	371,506,936
NET DIGEST	8,568,674,022	98,214,432	14,242,884	8,681,131,338
FLPA Reimbursement Value				
Adjusted NET DIGEST	8,568,674,022	98,214,432	14,242,884	8,681,131,338
	(PYD)	(RVA)	(NAG)	(CYD)
2025 MILLAGE RATE	.00025	2026 PROPOSED MILLAGE RATE >>>		

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2025 Net Digest	PYD	8,568,674,022	
Net Value Added-Reassessment of Existing Real Property	RVA	98,214,432	
Other Net Changes to Taxable Digest	NAG	14,242,884	
2026 Net Digest	CYD	8,681,131,338	(PYD+RVA+NAG)
2025 Millage Rate	PYM	.000250	
Millage Equivalent of Reassessed Value Added	ME	.000003	(RVA/CYD) * PYM
Rollback Millage Rate for 2026	RR	.000247	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2026 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)	Rollback Millage Rate	.000247
	2026 Millage Rate	
	Percentage Increase	

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Lee Morris PE
Chairman, Board of Tax Assessors

9-11-26
Date

I hereby certify that the values and exemptions above were provided by the Board of Tax Assessors as accurate for 2026.

Tax Collector or Tax Commissioner

9/11/26
Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2026 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2026 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2026 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party | Title | Date

MEMORANDUM

To: Honorable Mayor and City Council Members

From: Harpreet Hora, Finance Director

Agenda: October 26, 2026 – Public Hearing

Item: **Purpose of Millage Rate and Historical Information**

Item Summary

This memorandum provides background material on the purpose of the millage rate, the millage rate in context, and historical levies of property taxes.

Background – Purpose of Millage Rate

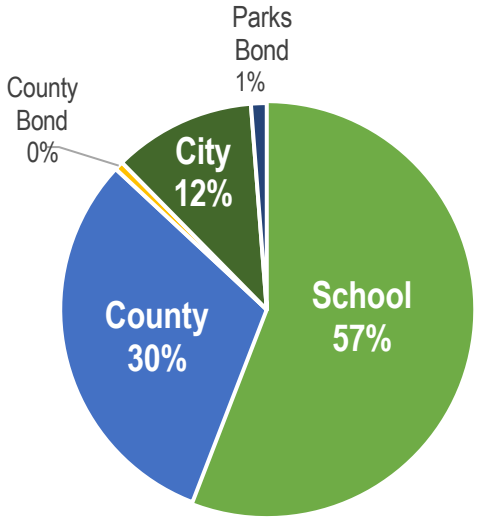
Property taxes are levied for the purpose of generating revenues to defray the costs of providing governmental services and for the repayment of principal and interest on general obligation bonds. On an annual basis, the Council establishes the millage rate for the City's property tax calculation. The millage rate is capped at 4.731 unless a higher millage rate is recommended by Resolution of the City Council and subsequently approved by a majority of the qualified voters of the city voting in a referendum. The 2025 millage rate was set at the July 28, 2025, Council Meeting, and is 3.492 mills or $3.492 for every $1,000 of net assessed property value. A millage rate of 3.492 mills was assumed in the FY2026 Budget as adopted.

Before the City Council sets the millage rate, each year Fulton County assesses the value of real and personal property across the County. The assessed value is forty (40%) percent of the fair market value. For example, if the fair market value of a home is $600,000, the assessed value is $240,000. Millage rates are stated in dollars per $1,000 of net assessed value. Continuing the example of the $600,000 home, if the millage rate were 4.000 mills, then the property tax owed would be $960. That is, $4 for every $1,000 of assessed value or $4 multiplied by 240 (for the $240,000 of assessed value) equals $960 of property taxes.

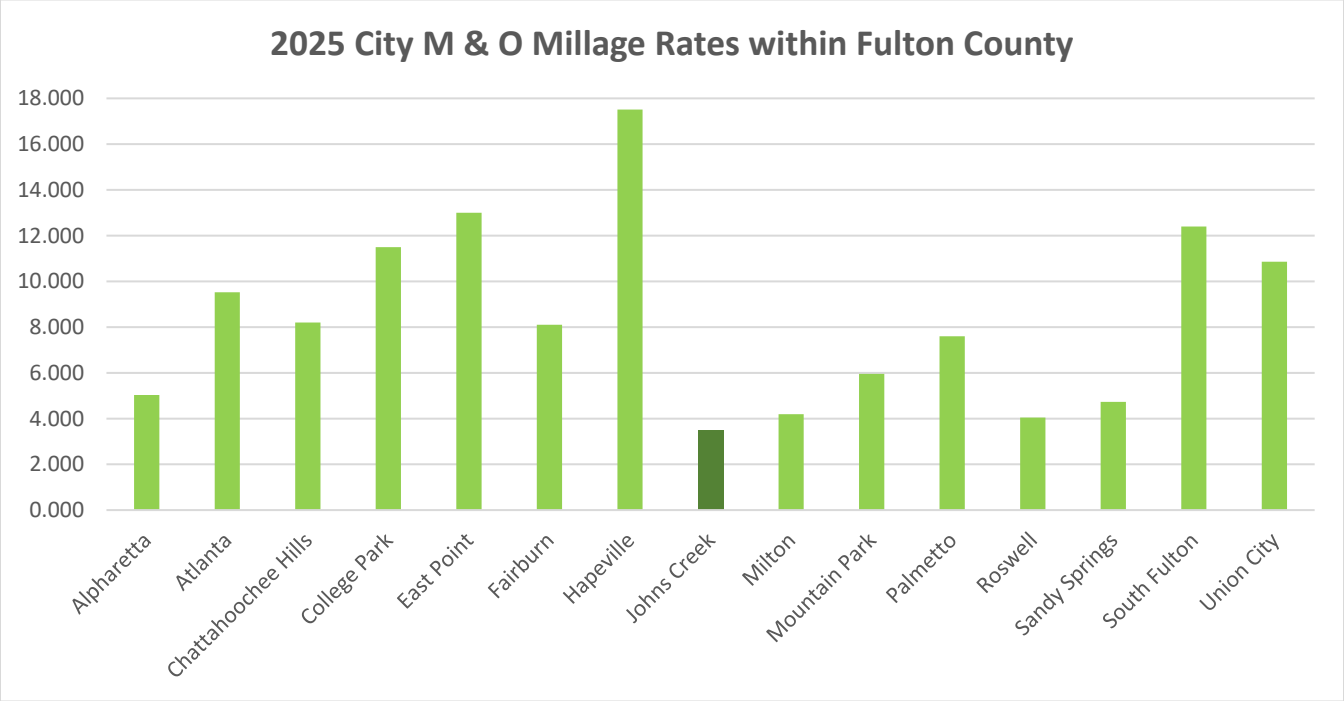
The assessed value of all properties in a taxing jurisdiction is called the Tax Digest. Annually the City Council, County, and School Board set millage rates based on the value of the Tax Digest to generate revenue to provide services. According to the Department of Revenue, the average county and municipal millage rate totals 30 mills. The City portion tends to be the smallest portion of the overall millage paid by a property owner.

Background – Millage Rate in Context

The 2025 millage rates that impacted Johns Creek taxpayers included the school millage of 17.080, the County millage of 8.870, the County bond millage of 0.169, the City millage of 3.492, and the City parks bond millage of 0.250. In total, for 2025, Johns Creek residents paid an overall millage rate of 29.861 aligned with the Department of Revenue stated average of 30 mills. The Johns Creek millage rate of 3.492 represented 12% of the overall property taxes owed by a homeowner.

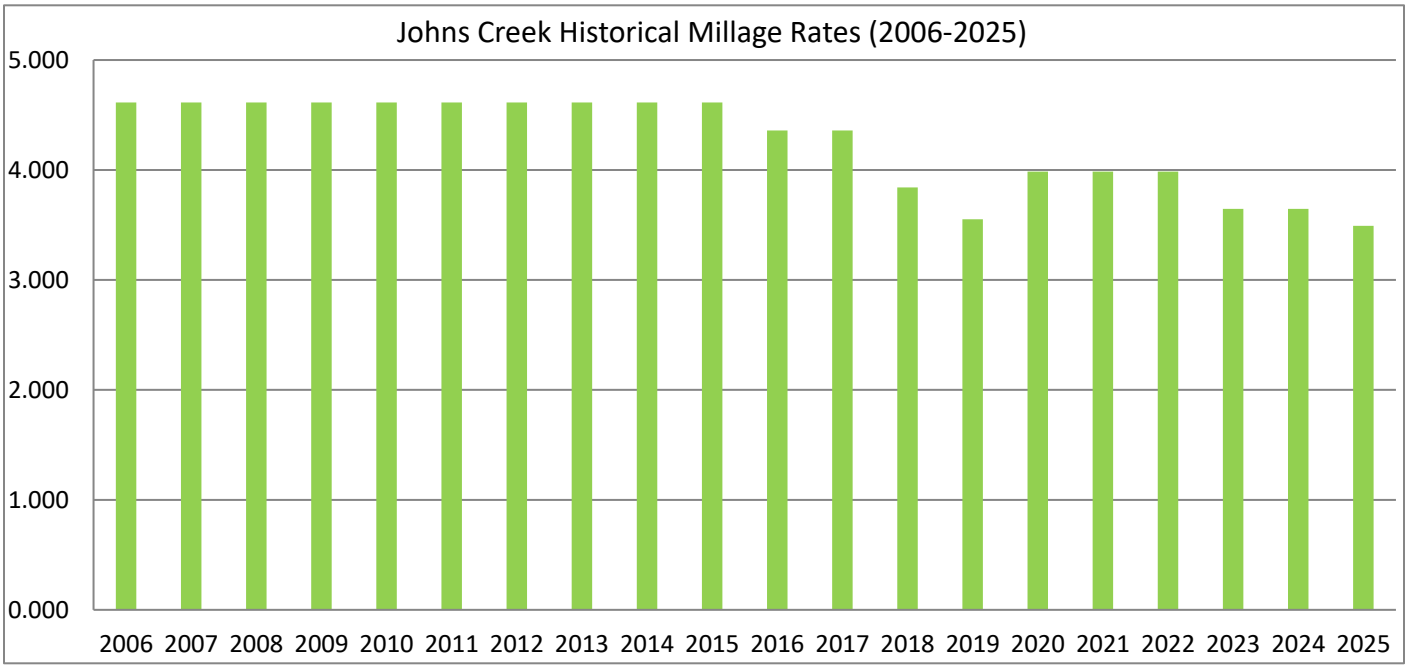


In comparison to surrounding cities, the Johns Creek millage rate is the lowest city millage rate in Fulton County. The following chart depicts the 2025 adopted millage rates for all of Fulton County.



The overall average 2025 millage rate for all the cities in Fulton County was 8.409. The average of the five cities in northern Fulton County (Alpharetta, Johns Creek, Milton, Roswell, and Sandy Springs) was 4.299. As the lowest rate in the county, Johns Creek's millage rate of 3.492 is lower than the average.

Background –Historical Rates



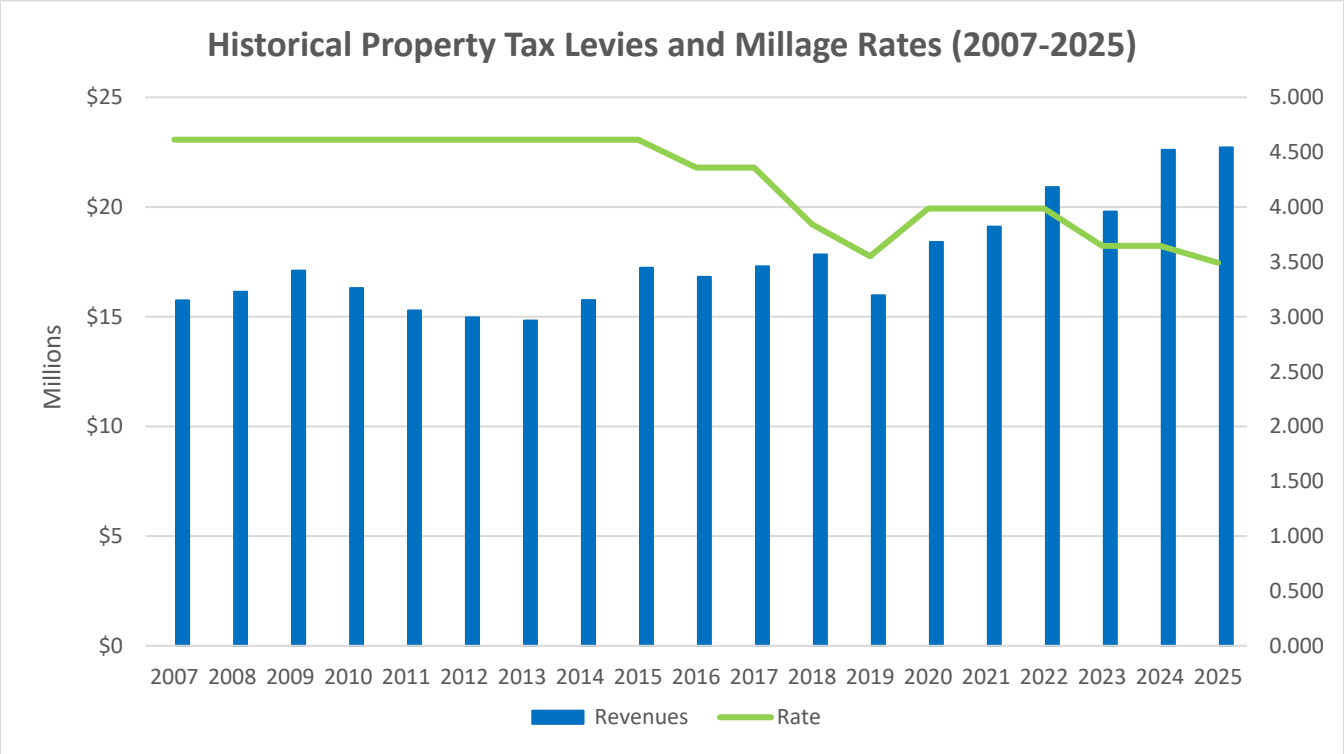
Fiscal Year	Taxes Levied Revenues
2006	4.614
2007	4.614
2008	4.614
2009	4.614
2010	4.614
2011	4.614
2012	4.614
2013	4.614
2014	4.614
2015	4.614
2016	4.360
2017	4.360
2018	3.842
2019	3.552
2020	3.986
2021	3.986
2022	3.986
2023	3.646
2024	3.646
2025	3.492

Establishment of the millage rate is accomplished in a series of meetings. The first step in the process is determining the millage rate to advertise and the dates and times of the required Public Hearings. The rate advertised establishes the maximum rate that can be adopted.

The millage rate directly impacts property owners. Although taxes vary by the value of the property and the exemptions applicable to a property, using an average home price of $625,000 (with no exemptions) a millage rate of 3.492 equates to $873 in City property taxes. In that property taxes are the second-largest revenue stream, comprising almost 28% of the City's General Fund revenue base, any change to the millage rate has a significant impact on the City's revenues and the ability to fund such city services as public safety (Fire and Police) and necessary investments in capital and infrastructure. As stated previously, the current adopted millage rate of 3.492 was utilized in preparing the adopted FY2026 Budget and an estimated millage rate of 3.470 was used to develop the proposed FY2027 Budget.

The graph and chart on the following page present the historical revenues generated from property taxes (represented in bars) and the millage rate represented in a line graph overlaid on the revenue bars.

Background – Historical Property Tax Levies and Millage Rates



The revenue amounts and millage rates (depicted in the graph above) are listed below by fiscal year with a separate column depicting the Taxes Levied per mill for each fiscal year.

Fiscal Year	Revenues from Taxes Levied	Millage Rate	Taxes Levied Per Mill (in millions)
2007	$15,744,661	4.614	$3.4M
2008	$16,142,319	4.614	$3.5M
2009	$17,104,875	4.614	$3.7M
2010	$16,309,021	4.614	$3.5M
2011	$15,286,779	4.614	$3.3M
2012	$14,974,626	4.614	$3.2M
2013	$14,827,764	4.614	$3.2M
2014	$15,757,474	4.614	$3.4M
2015	$17,235,813	4.614	$3.7M
2016	$16,817,532	4.360	$3.9M
2017	$17,298,148	4.360	$4.0M
2018	$17,838,770	3.842	$4.6M
2019	$15,976,058	3.552	$4.5M
2020	$18,406,617	3.986	$4.6M
2021	$19,110,841	3.986	$4.8M

2022	$20,910,420	3.986	$5.2M
2023	$19,790,682	3.646	$5.4M
2024	$22,606,474	3.646	$6.2M
2025	$22,721,357	3.492	$6.5M

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE 2026-10-XX

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF JOHNS CREEK, GEORGIA, TO FIX THE MAINTENANCE AND OPERATIONS AD VALOREM TAX RATE OF THE CITY OF JOHNS CREEK FOR FISCAL YEAR 2026 AND FOR OTHER PURPOSES

WHEREAS, the Charter of the City of Johns Creek authorizes the City to levy and provide for the assessment of Ad Valorem property taxes on all property subject to taxation; and

WHEREAS, the Charter of the City of Johns Creek provides that the valuation of all property subject to taxation by the City shall be determined according to the tax digest prepared by the Fulton County Board of Tax Assessors; and

WHEREAS, the City of Johns Creek has contracted with the Tax Commissioner of Fulton County, Georgia to serve as Tax Collector for the City for collection of Ad Valorem taxes, as provided within Chapter 2 of the City Code and within the laws of the State of Georgia; and

WHEREAS, the City has given proper notice, and held one public hearing, in accordance with the law of the State of Georgia, on October 15, 2026 and two public hearings on October 26, 2026 for the purpose of receiving relevant evidence, testimony and public comment concerning the proposed millage rate for Ad Valorem property taxes; and

WHEREAS, the Mayor and City Council, after hearing and duly considering such relevant evidence, testimony and public comments, has determined that it is in the best interest of, and necessary to meet the expenses and obligations of, the City of Johns Creek to set a levy in the amount of _.___ on each $1,000.00 of taxable value for all property subject to Ad Valorem taxation by the City.

NOW THEREFORE, the Mayor and City Council of the City of Johns Creek, Georgia hereby ordain as follows:

Section 1: The Maintenance and Operations Ad Valorem tax rate for the City of Johns Creek, Georgia for the 2026 fiscal year, on property subject to Ad Valorem taxation by the City, is hereby fixed at _.___ per $1,000 of taxable value.

Section 2: Said rate of _.___ per $1,000 of taxable value for all property subject to Ad Valorem taxation by the City is hereby levied for General Government purposes.

Section 3: As provided within the Charter of the City of Johns Creek, the billing date and due date for Ad Valorem taxes for the City shall be the same as those for Fulton County; voluntary payment of property taxes prior to the due date is specifically authorized.

Section 4: The Tax Commissioner of Fulton County is authorized to bill and collect Ad Valorem taxes for the City of Johns Creek for FY 2026 based on the millage rate set herein and to take, on behalf of the City, such actions authorized by Georgia law as may be necessary for this process.

Section 5: The Mayor is authorized to execute the Millage Rate Rollback Computation Form PT-32.1 based upon the millage rate adopted by the Mayor and Council and submit same to the Fulton County Tax Commissioner.

Section 6: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this 26th day of October, 2026.

Approved:

_____
John Bradberry, Mayor

ATTEST:

_____
Allison Tarpley, City Clerk

Approved as to Form:

_____
David Davidson, City Attorney

(Seal)

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE 2026-10-XX

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF JOHNS CREEK, GEORGIA, TO FIX THE PARKS BOND AD VALOREM TAX RATE OF THE CITY OF JOHNS CREEK FOR FISCAL YEAR 2026 AND FOR OTHER PURPOSES

WHEREAS, Art. 9 Sec. 4 Para. I(b)(2) of the Constitution of the State of Georgia authorizes the City of Johns Creek to levy and collect taxes within its jurisdiction; and

WHEREAS, the Charter of the City of Johns Creek authorizes the City to levy and provide for the assessment of Ad Valorem property taxes on all property subject to taxation; and

WHEREAS, the Charter of the City of Johns Creek provides that the valuation of all property subject to taxation by the City shall be determined according to the tax digest prepared by the Fulton County Board of Tax Assessors; and

WHEREAS, the City of Johns Creek has contracted with the Tax Commissioner of Fulton County, Georgia to serve as Tax Collector for the City for collection of Ad Valorem taxes, as provided within Chapter 2 of the City Code and within the laws of the State of Georgia; and

WHEREAS, the Mayor and City Council, after hearing and duly considering such relevant evidence, testimony and public comments, has determined that it is in the best interest of, and necessary for servicing the bonded indebtedness of the City of Johns Creek to set a levy in the amount of _.___ on each $1,000.00 of taxable value for all property subject to Ad Valorem taxation by the City.

NOW THEREFORE, the Mayor and City Council of the City of Johns Creek, Georgia hereby ordain as follows:

Section 1: The Parks Bond Ad Valorem tax rate for the City of Johns Creek, Georgia for the 2026 fiscal year, on property subject to Ad Valorem taxation by the City, is hereby fixed at _.___ per $1,000 of taxable value.

Section 2: Said rate of _.___ per $1,000 of taxable value for all property subject to Ad Valorem taxation by the City is hereby levied for the purpose of servicing bonded indebtedness.

Section 3: As provided within the Charter of the City of Johns Creek, the billing date and due date for Ad Valorem taxes for the City shall be the same as those for Fulton County; voluntary payment of property taxes prior to the due date is specifically authorized.

Section 4: The Tax Commissioner of Fulton County is authorized to bill and collect Ad Valorem taxes for the City of Johns Creek for FY 2026 based on the millage rate set herein and to take, on behalf of the City, such actions authorized by Georgia law as may be necessary for this process.

Section 5: The Mayor is authorized to execute the Millage Rate Rollback Computation Form PT-32.1 based upon the millage rate adopted by the Mayor and Council and submit same to the Fulton County Tax Commissioner.

Section 6: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this 26th day of October, 2026.

Approved:

_____
John Bradberry, Mayor

ATTEST:

_____
Allison Tarpley, City Clerk

Approved as to Form:

_____
David Davidson, City Attorney

(Seal)

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Ben Song, Community Development Director

Agenda: October 26, 2026 – Council Meeting

Item: **RC-26-0003 - Metropolitan River Protection Act Certificate for 9280 Riverclub Parkway**

Item Summary

The Atlanta Regional Commission has reviewed the Metropolitan River Protection Act (MRPA) Certificate application (RC-26-0003) for the property located at 9280 Riverclub Parkway and found the proposal consistent with the Chattahoochee River Corridor Plan. Staff recommends for Council to issue the Metropolitan River Protection Act Certificate for the property to allow the homeowner to construct a new deck in an exsiting single-family residence.

Background

The Georgia General Assembly adopted the Metropolitan River Protection Act (MRPA) in 1973, which requires all properties within 2,000 feet of the Chattahoochee River to apply for and receive an MRPA Certificate prior to any land development activity. The MRPA Certificate assigns one or more vulnerability categories to the property based on factors such as slope, aspect, vegetation, geology, hydrology, and soil type, and in turn, these categories determine the maximum amount of land disturbance (clearing) and impervious surface allowed within the Chattahoochee River Corridor.

The subject property at 9280 Riverclub Parkway encompasses approximately 1.0039 acres, lies within the Chattahoochee River Corridor, and is subject to MRPA Rules and Regulations. The existing single-family residence in the Riverwood subdivision was constructed prior to the enactment of the MRPA Rules and Regulations, and no MRPA Certificate was previously issued for the property.

The property owner is currently proposing to construct a new deck adding approximately 1,264 square feet of impervious surface to the property. This scope of work constitutes a “substantial change” under Section VIII.D. of the MRPA Rules and Regulations, triggering the issuance of a MRPA Certificate.

In August 2026, the property owner submitted a MRPA Certificate application (Attachment 1) and site plan (Attachment 2). The Atlanta Regional Commission reviewed the application and has determined that the proposal is consistent with the Chattahoochee River Corridor Plan (Attachment 3).

The MRPA analysis shows that the property falls within vulnerability categories C and E, allowing a maximum land disturbance of 26,618 square feet and maximum impervious surface of 16,684 square feet, as shown in the table below.

Vulnerability Category	Total Acreage (sq. ft.)	Maximum Allowable Land Disturbance (sq. ft.)	Proposed Land Disturbance (sq. ft.)	Maximum Allowable Impervious Surface (sq. ft.)	Proposed Impervious Surface (sq. ft.)
C	33,749	23,624	13,330	15,187	8,199
E	9,979	2,994	1,367	1,497	666
Total	**43,728**	**26,618**	**14,697**	**16,684**	**8,865**

Next Step
The final step of the process is for Council to hold a public hearing and issue the MRPA Certificate. Subsequently, the proposed deck will be reviewed and permitted through the City's building permit process, subject to meeting all applicable building codes, ordinances, and regulations.

Recommendation
Staff recommends for Council to approve and issue the MRPA Certificate as presented.

Attachments
(1) MRPA Certificate Application
(2) Site Plan
(3) ARC Regional Review Finding

APPLICATION FOR
METROPOLITAN RIVER PROTECTION ACT CERTIFICATE

1. **Name of Local Government:** CITY OF JOHNS CREEK

2. **Owner(s) of Record of Property to be Reviewed:**
   Name(s): GAYATHRI THYAGARAJAN
   Mailing Address: 9280 RIVERCLUB PKWY
   City: JOHNS CREEK **State:** GA **Zip:** 30097
   Contact Phone Numbers (w/Area Code):
   Daytime Phone: 479-899-7960 **Fax:**
   Other Numbers:

3. **Applicant(s) or Applicant's Agent(s):**
   Name(s): GAYATHRI THYAGARAJAN
   Mailing Address: 9280 RIVERCLUB PKWY
   City: JOHNS CREEK **State:** GA **Zip:** 30097
   Contact Phone Numbers (w/Area Code):
   Daytime Phone: 479-899-7960 **Fax:**
   Other Numbers:

4. **Proposed Land or Water Use:**
   Name of Development: 9280 RIVERCLUB PKWY
   Description of Proposed Use: Open deck at the backyard

5. **Property Description (Attach Legal Description and Vicinity Map):**
   Land Lot(s), District, Section, County: Lot No. 28, 1 District, 1 Section, Fulton County
   Subdivision, Lot, Block, Street and Address, Distance to Nearest Intersection:
   Riverwood, Unit 2, Lot 28, Block B, 5000 ft to Medlock Bridge Road
   Size of Development (Use as Applicable):
   Acres: **Inside Corridor:** 1.0039
   Outside Corridor: 0
   Total: 1.0039
   Lots: **Inside Corridor:** 1
   Outside Corridor: 0
   Total: 1
   Units: **Inside Corridor:** N/A
   Outside Corridor:
   Total: 1.0039
   Other Size Descriptor (i.e., Length and Width of Easement):
   Inside Corridor: N/A
   Outside Corridor:
   Total:

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6. **Related Chattahoochee Corridor Development:**
   A. **Does the total development include additional land in the Chattahoochee Corridor that is not part of this application?** NO
   If "yes", describe the additional land and any development plans: _____

   B. **Has any part of the property in this application, or any right-of-way or easement bordering this land, previously received a certificate or any other Chattahoochee Corridor review approval?** NO
   If "yes", please identify the use(s), the review identification number(s), and the date(s) of the review(s): _____

7. **How Will Sewage from this Development be Treated?**
   A. **Septic tank** SEPTIC
   Note: For proposals with septic tanks, the application must include the appropriate local government health department approval for the selected site. B. Public sewer system _____

8. **Summary of Vulnerability Analysis of Proposed Land or Water Use:**

Vulnerability Category	Total Acreage (or Sq. Footage)	Total Acreage (or Sq. Footage) Land Disturbance	Total Acreage (or Sq. Footage) Imperv. Surface	Percent Land Disturb. (Maximums Shown In Parentheses)	Percent Imperv. Surf.
A.				(90)_____	(75)____
B.				(80)_____	(60)____
C.	33,749	13,300	8,199	(70) 39%	(45) 24%
D.				(50)_____	(30)____
E.	9,979	1,367	666	(30) 14%	(15) 7%
F.				(10)_____	(2)____
Total:	43,728	14,697	8,865	N/A	N/A

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9. **Is any of this Land within the 100-Year Floodplain of the Chattahoochee River?** NO
   If "yes", indicate the 100-year floodplain elevation: _____
   NOTE: The 100-year river floodplain is defined as the natural land surface below the one hundred- (100) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.
   NOTE: All river 100-year floodplain is assigned to the "E" Category; its allowable allocations can be combined with those of other "E" land in the review. Also, 100-year floodplain cannot be reanalyzed and cannot accept transfers.

10. **Is any of this land within the 500-year floodplain of the Chattahoochee River?** NO
    If "yes", indicate the 500-year flood plain elevation: _____
    NOTE: The 500-year floodplain is defined as the natural land surface below the five hundred- (500) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.
    NOTE: Plan Standards include a 35-foot height limit above the pre-construction grade within the 500-year floodplain (includes the 100-year floodplain). Adherence to this standard must be noted on the submitted plans (see Part 2.B.(4) of the Chattahoochee Corridor Plan).

11. **The following is a checklist of information required to be attached as part of the application. Individual items may be combined.**

FOR ALL APPLICATIONS:

- ✓ **Description of land in the application and any additional land in the project (attach legal description or surveyed boundaries).**
- ✓ **Name, address, and phone number(s) of owner(s) of record of the land in the application. (Space provided on this form)**
- ✓ **Written consent of all owners to this application. (Space provided on this form)**
- ✓ **Name, address, and phone number(s) of applicant or applicant's agent. (Space provided on this form)**
- ✓ **Description of proposed use(s). (Space provided on this form)**
- ✓ **Existing vegetation plan.**
- N/A **Proposed grading plan.**
- ✓ **Certified as-builts of all existing land disturbance and impervious surfaces.**
- ✓ **Approved erosion control plan.**
- ✓ **Detailed table of land-disturbing activities. (Both on this form and on the plans)**

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✓ Plat-level plan showing (as applicable): lot boundaries; any other sub-areas; all easements and rights-of -way; 100- and 500-year river floodplains; vulnerability category boundaries; topography; any other information that will clarify the review.

____ Documentation on adjustments, if any.

____ Cashier's check or money order (for application fee).

FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):

✓ Site plan.

____ Land-disturbance plan.

FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:

____ Concept plan.

____ Lot-by-lot and non-lot allocation tables.

12. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act: (use additional sheets as necessary)

_____

_____

S.A.T 06/30/26

Signature(s) of Owner(s) of Record Date

13. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act:

_____

_____

S.A.T 06/30/26

Signature(s) of Applicant(s) or Agent(s) Date

14. The governing authority of _____ requests review by the Atlanta Regional Commission of the above-described use under the Provisions of the Metropolitan River Protection Act.

8/20/26

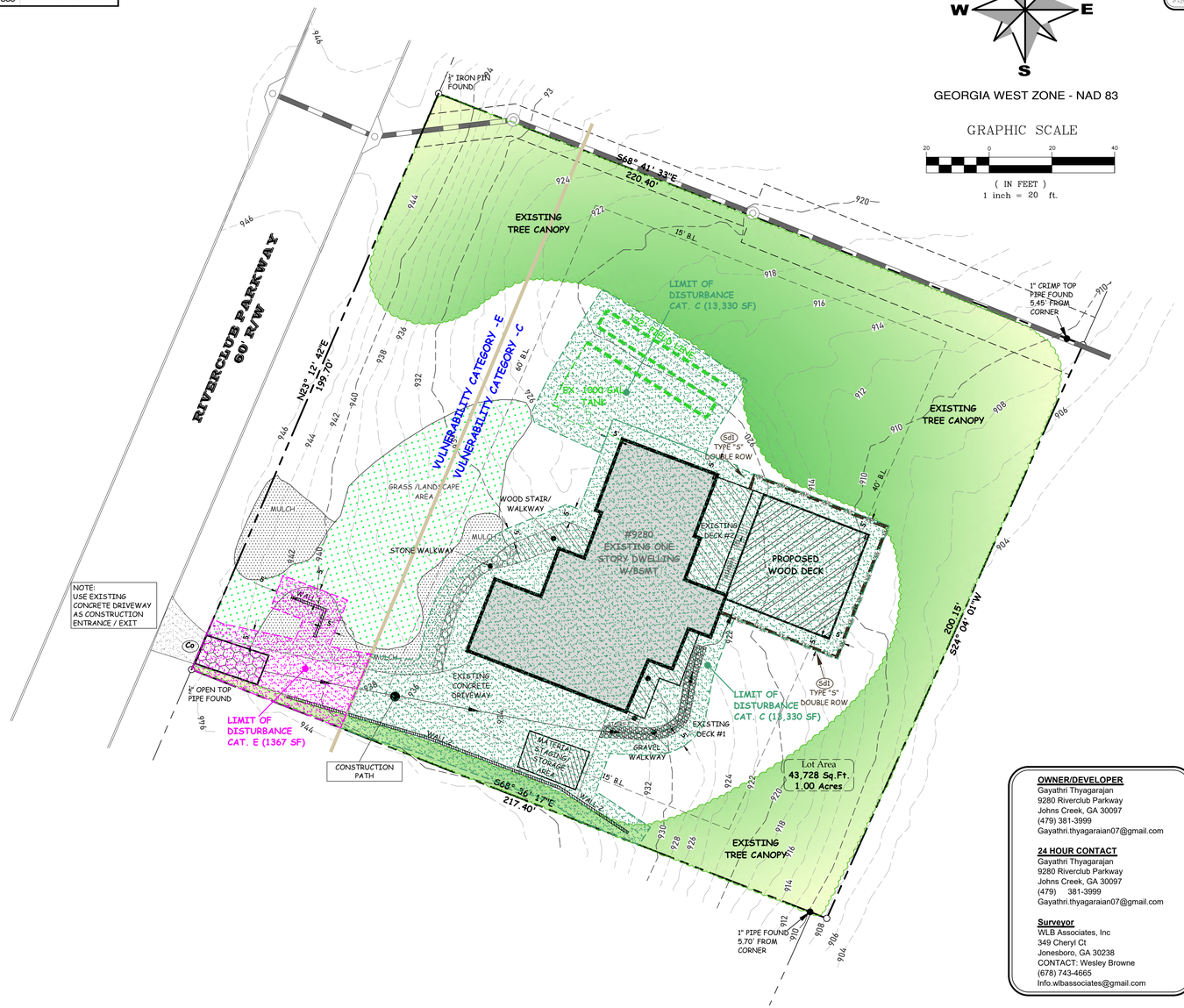
Signature of Chief Elected Official or Official's Designee Date

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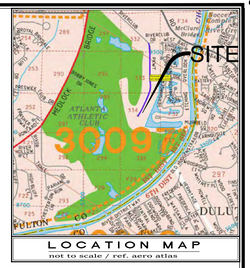
VULNERABILITY CATOGORY	TOTAL ACREAGE (SQ.FT.)	MAXIMUM ALLOWABLE LAND DISTURBANCE (SQ.FT.)	PROPOSED LAND DISTURBANCE (SQ.FT.)	PERCENT LAND DISTURBANCE (%)	MAXIMUM ALLOWABLE IMPERMIOUS SURFACE (SQ.FT.)	PROPOSED IMPERMIOUS SURFACE (SQ.FT.)	PERCENT IMPERMIOUS SURFACE (%)
C	33,749	**23,624**	13,330	39%	15,187	8,199	24%
E	9,979	2,994	1,367	14%	1,497	666	7%
Total	43,728	26,618	14,697		16,684	8,865	

IMPERMIOUS SURFACE CALCULATION

DESCRIPTION	AREA (SF)
LOT AREA	43728
EXISTING IMPERVIOUS:	
HOUSE	3,613
DRIVEWAY	2,611
WALKWAY (STONE)	168
WOOD DECK #1	185
WOOD DECK #2	393
WALLS 1 & 2	114
STAIRS-3	11
STAIRS-2	131
WOOD ENTRANCE / STAIRS	182
GRAVEL WALKWAY	193
PROPOSED DECK	1,264
TOTAL IMPERVIOUS	8,865
LOT COVERAGE	20.3%



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WLB ASSOCIATES, INC
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This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.



GRADING PLAN

1) WATERS OF THE STATE DOES EXISTS WITHIN 200 FEET OF THIS SITE.
2) NOTE: MAINTENANCE STATEMENT: EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN, AND REPAIRED BY THE GENERAL CONTRACTOR
3) (A) SEDIMENT/EROSION CONTROL DEVICES MUST BE CHECKED AFTER EACH STORM EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE.
4) ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES TO BE USED AS REQUIRED BY CITY OF JOHNS CREEK.
5) GRASSING TO BEGIN WITHIN 14 DAYS AFTER THE COMPLETION OF ANY LAND DISTURBING ACTIVITY, OR IF ACTIVITY IS DISCONTINUED FOR A PERIOD OF 14 DAYS OR LONGER. (A) DISTURBED AREAS LEFT IDLE TO 30 DAYS, AND NOT TO FINAL GRADE, WILL BE ESTABLISHED TO TEMPORARY VEGETATION (DS2) DISTURBED AREAS LEFT IDLE FOR 30 DAYS OR MORE WILL BE ESTABLISHED TO PERMANENT VEGETATION (DS3). ALL AREAS TO FINAL GRADE WILL BE ESTABLISHED TO PERMANENT VEGETATION WITHIN 14 DAYS.
6) DURING UNSUITABLE GROWING SEASONS, MUCH WILL BE USED AS A TEMPORARY COVER (DS1) ON SLOPES THAT ARE 3/1 OR STEEPER, MULCH MUST BE ANCHORED.

GENERAL NOTES

1. **This property is completely or partially within the Chattahoochee River Corridor. No land disturbance shall occur outside the approved limits.**
2. **All construction must conform to City of Johns Creek standards.**
3. **Prior to commencing land disturbing activity onsite, a preconstruction meeting must be held with the City's Development Inspector, the limits of land disturbance shall be clearly and accurately demarcated with tree save fence, and shall remain marked throughout construction, until final stabilization.**
4. **All erosion control measures shall be in place prior to commencing construction and shall be maintained in proper working order until all disturbed areas are stabilized.**
5. **A copy of the approved land disturbance plan and river corridor certificate/permit shall be present onsite whenever land disturbing activity is in progress.**
6. **A final on-site inspection by the Director of the Department of Community Development or his/her designee is required prior to the release of the Certificate of Occupancy. A certified as-built survey may be required.**
7. **This plan is approved for River Corridor Only. It does not entitle land disturbing activity or construction of structures without first obtaining all applicable permits.**

OWNER/DEVELOPER
Gayathri Thyagarajan
9280 Riverclub Parkway
Johns Creek, GA 30097
(479) 381-3999
Gayathri.thyagaraian07@gmail.com

24 HOUR CONTACT
Gayathri Thyagarajan
9280 Riverclub Parkway
Johns Creek, GA 30097
(479) 381-3999
Gayathri.thyagaraian07@gmail.com

Surveyor
WLB Associates, Inc
349 Cheryl Ct
Jonesboro, GA 30238
CONTACT: Wesley Browne
(678) 743-4665
Info.wlbassociates@gmail.com

GSWCC Georgia Soil and Water Conservation Commission

Wesley L. Browne
Level II Certified Design Professional

Certification Number 0000054561
Issued: 06/24/2008 Expires: 08/24/2026

"Flood Hazard Statement",
By graphic plotting only, The property shown on this plat does not lie within a 100yr Flood Plain according to the flood insurance rate map (FIRM) map number 13121C0093G, Last revised September 18, 2013.

GEORGIA 811 Utilities Protection Center, Inc.
1-800-282-7411
Know what's below.
Call before you dig.

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Community Development Dept.
City of Johns Creek

*THE LOCATIONS OF EXISTING UTILITIES, SUCH AS WATER MAINS, SANITARY SEWERS, GAS LINES, ELECTRIC LINES, ETC. AS SHOWN ON THESE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. HOWEVER, THE SURVEYOR, ENGINEER AND OWNER DO NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN. IT SHALL BE THE CONTRACTORS RESPONSIBILTY TO CONTACT ALL UTILITY COMPANIES SEVENTY - TWO HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND HAVE ALL UTILITIES LOCATED IN THE FIELD PRIOR TO ANY WORK. QUESTIONS CALL THE UTILITY PROTECTION SERVICE: (404)-491-0044.

LEGEND

IPF	IRON PIN FOUND		PROPERTY LINE
IPS	1/2" REBAR SET	-X-	FENCE
CMP	CORRUGATED METAL PIPE	T	TELEPHONE LINE
R/W	RIGHT OF WAY	G	GAS LINE
℄	CENTER LINE	W	WATER LINE
℄	PROPERTY LINE	SS	SANITARY SEWER LINE
FES	FLARED END SECTION	P	POWER LINE
L.L.L.	LAND LOT LINE	OTP	OPEN TOP PIPE
T.B.M.	TEMPORARY BENCHMARK	CTP	CRIMP TOP PIPE
INV.	INVERT ELEVATION	RB	REBAR
S	SANITARY SEWER MANHOLE	Y.I.	YARD INLET
	POWER POLE	D.I.	DRAIN INLET
	FIRE HYDRANT	SMH	SAN. SEWER MANHOLE
		CO	CLEANOUT
	LIGHT POLE	WM	WATER METER
ICV	IRRIGATION CONTROL VALVE	WV	WATER VALVE
TP	TRAVERSE POINT (60D NAIL)	GW	GUY WIRE
D	DRAINAGE MANIFOLD	AC	AIR CONDITIONER
GV	GAS VALVE	N/F	NOW OR FORMERLY
	BENCHMARK	PT	PERC. TEST (BOREHOLE)
	PROPERTY CORNER		4x4 TRANSFORMER
		RRT	RAIL ROAD TIE WALL

SHEET 3 of 4

GEORGIA REGISTERED No. 27... PROFESSIONAL LAND SURVEYOR WESLEY L. BROWNE

SITE-EROSION PLAN
9280 Riverclub Parkway

Lot No.28 Block B Unit 2
RIVERWOOD SUBDIVISION PLAT BOOK 93-PAGE 99

FOR:
GAYATHRI THYAGARAJAN

DATE	DESCRIPTION
8/17/26	ADDED EXISTING SEPTIC AND UPDATED DISTURBED AREA

REVISIONS

SURVEY CREW	FIELD BK / PG	L.L.	DIST.	SECTION	COUNTY	SCALE
WB	N/A	334	1st	1st	FULTON	1"=20'
FIELD WORK	DRAWN BY	DATE			JOB No.	APPROVED BY
5/3/26	WB	May 3, 2026			2026.470	WB

W.L.B ASSOCIATES, INC.
WLB
349 CHERYL COURT
JONESBORO, GA 30238
LAND SURVEYORS ● SITE PLANNING
LAND DEVELOPMENT
Office: (678) 743-4665 Fax: (678) 298-9871
www.wlbassociatesinc.com
COA #LSF001471

Cover Sheet: Signature Request Summary and Approval

Atlanta Regional Commission

Document Identification

Signature Request Id: 16

Document Type: Findings

Submission Date: 10/06/2026

Department: Community Development

Submitter: Donald Shockey

Details

This planned project at 9280 Riverclub Parkway in the city of Johns Creek was determined to be consistent with the Chattahoochee River Corridor Plan. No comments on the project were received. MRPA findings are required to be signed by the ARC Executive Director.

Approval

Executive Assistant: Approved by on Oct 06, 2026
Submitter: Donald Shockey certified: "I certify that this document has completed all required internal ARC review and is finalized for the Executive Director's digital signature." Donald Shockey also certified: "The project was approved by ARC Natural Resources MRPA Coordinator Jim Santo and circulated for regional comment. No comments were received. No further approvals from any parties are required. "

Regional Review Finding
Metropolitan River Protection Act

DATE: September 30, 2026

TO: Mayor John Bradberry, City of Johns Creek
ATTN TO: Ben Song, Community Development Director, City of Johns Creek
FROM: Anna Roach, *Executive Director, Atlanta Regional Commission* Anna Roach (Oct 7, 2026 16:41:14 EDT)

ARC has completed a regional review of the following Metropolitan River Protection Act (MRPA) proposal and made the below finding. ARC reviewed the proposed project's compliance with MRPA requirements as well as its relationship to regional plans, goals, and policies and impacts it might have on the activities, plans, goals, and policies of nearby local jurisdictions and state, federal, and other agencies.

Name of Proposal: RC-26-03JC 9280 Riverclub Parkway
Submitting Local Government: City of Johns Creek
Date Opened: September 8, 2026 **Date Closed:** September 30, 2026

Finding: ARC staff have completed a review of an application for a MRPA Certificate for this proposed project in the Chattahoochee River Corridor. ARC's finding is that the project is consistent with the Chattahoochee River Corridor Plan.

Additional Comments:

The following local governments and agencies received notice of this review:

Atlanta Regional Commission	Georgia Department of Natural Resource	Chattahoochee Riverkeeper
National Park Service	Georgia Conservancy	City of Johns Creek
City of Duluth	City of Peachtree Corners	

For questions, please contact Donald Shockey at (470) 378-1531 or dshockey@atlantaregional.org.
This finding will be published to the ARC review website located at http://atlantaregional.org/plan-reviews.

Findings - Community Development - #16

Final Audit Report 2026-10-07

Created:	2026-10-07 (Eastern Daylight Time)
By:	Nicole Kusnierz (nkusnierz@atlantaregional.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA255XcGXbRo-tZJSQHU9mD15Jp2SDJnW2
Number of Documents:	2
Document page count:	2
Number of supporting files:	0
Supporting files page count:	0

"Findings - Community Development - #16" History

Document created by Nicole Kusnierz (nkusnierz@atlantaregional.org)
2026-10-07 - 3:07:32 PM EDT

Document emailed to Anna Roach (aroach@atlantaregional.org) for signature
2026-10-07 - 3:08:14 PM EDT

Email viewed by Anna Roach (aroach@atlantaregional.org)
2026-10-07 - 4:40:50 PM EDT

Document e-signed by Anna Roach (aroach@atlantaregional.org)
Signature Date: 2026-10-07 - 4:41:14 PM EDT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-10-07 - 4:41:14 PM EDT

Powered by Adobe Acrobat Sign

AGENDA REPORT

To: Honorable Mayor and City Council

From: Trina G. Dargin, Municipal Court Administrator

Agenda: October 26, 2026 - Council Meeting

Item: **Associate Judge Appointment – Keisha Martin Chambless**

Item Summary
In accordance with Article V of the City Charter, and pursuant to Ordinance 2007-06-09, Judges Pro Tems (also known as Associate Judges) shall be recommended by the Mayor and appointed by Resolution of the City Council. Mayor Bradberry recommends the appointment of Keisha Martin Chambless as Associate Municipal Judge for the limited purpose of providing first appearance hearing coverage as needed.

Background
Article V, Section 5.11 of the City Charter provides the Municipal Court shall be presided over by a chief judge and such part-time, full-time, or standby judges as shall be provided by ordinance. Section 26-2(b) of the City Code states the Mayor shall also appoint additional judges pro tems as necessary to serve as requested.

Update
Pursuant to the City Charter, the Municipal Court Chief Judge serves a four-year term, coinciding with the term of the Mayor. The term of associate judges typically mirrors the Chief Judge's term for simplicity and continuity. However, this appointment is for the limited purpose of conducting first appearance hearings for Johns Creek inmates housed at the Forsyth County Jail during weekends, holidays and scheduled judicial leave when our Municipal Court judges are unavailable or when coverage is otherwise necessary to ensure the hearings occur within the required timeframes.

Keisha Martin Chambliss has served as a magistrate judge in Forsyth County since 2018 and was appointed Chief Judge in 2021. She has served as an associate director of career development at Atlanta's John Marshall Law School since 2016.

Next Steps
Per Charter, the Associate Judge must be appointed by Resolution. Before assuming office, the Associate Judge shall take an oath, typically administered by the Chief Judge, that they will honestly and faithfully discharge the duties of the office to the best of his or her ability and without fear, favor, or partiality.

Attachment
1. Resolution Appointing Associate Judge

STATE OF GEORGIA **Resolution 2026-XX-XX**
COUNTY OF FULTON

A RESOLUTION TO APPOINT KEISHA MARTIN CHAMBLESS TO SERVE AS ASSOCIATE MUNICIPAL COURT JUDGE FOR THE CITY OF JOHNS CREEK

WHEREAS, Article V of the Charter of the City of Johns Creek ("City") grants the city power to establish a Municipal Court for the purpose of adjudicating violations of the Charter, Ordinances, and other violations as provided by law; and

WHEREAS, pursuant to its power under the Charter, the Mayor and Council of the City adopted an Ordinance that governs the operation of the Municipal Court of the City, recorded as Chapter 26 of the Code of the City of Johns Creek ("Code"); and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Johns Creek, Georgia that Keisha Martin Chambless is hereby appointed as an Associate Judge of the Johns Creek Municipal Court for the limited purpose of providing first appearance hearing coverage for Johns Creek inmates housed at the Forsyth County Jail, when needed.

SO RESOLVED this _____ day of October, 2026.

_____
John Bradberry, Mayor

ATTEST:

_____
Allison Tarpley, City Clerk

Approved as to Form:

_____
David Davidson, City Attorney

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

CONTRACT AGREEMENT
RFQ #25-013
PROFESSIONAL ENGINEERING SERVICES-SR141 / MEDLOCK BRIDGE ROAD TRAIL-(CHATTAHOOCHEE RIVER TO BOBBY JONES DRIVE)

This Agreement made and entered into this 1st day of June, in the year 2026; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Barge Design Solutions, Inc. ("Consultant"), located at 615 3rd. Avenue South, Suite 700, Nashville, TN 37210.

WHEREAS, the City hereby contracts with Consultant for the furnishing of professional services in connection with the Project, for the furnishing of such services, more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to City that it is professionally qualified to do this Project and is licensed to practice services by all public entities having jurisdiction over "Consultant" and the Project; and

WHEREAS, the City of Johns Creek has caused Request for Qualifications (RFQ) #25-013 to be issued soliciting proposals from qualified Consultant to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Consultant is required to provide the services as called for in the specifications; and

WHEREAS the Consultant submitted a response to the RFQ #25-013; and

WHEREAS the Consultant's submittal was deemed by the City of Johns Creek to be the most advantageous per the scope of services dated January 13, 2026.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1.0 Definition

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

- ***City:*** The City of Johns Creek.
- ***Consultant:*** The individual or corporation identified on page 1 to perform consulting services, specifications and contract documents. Consultant shall retain as necessary the services of those professions licensed by the Georgia State Board of Registration for Professional Engineers and Land Surveyors.
- ***Contract Documents:*** Those documents so identified in the Agreement for the Project,

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

including all associated documents. All terms defined in the General Conditions of the Agreement for professional services of the Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

- ***Contract Sum:*** The total amount payable by City to Consultant for performance of the Work in accordance with the Contract Documents.
- ***Contract Time:*** The number of days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- ***Professional Services:*** The services, labor, materials, supplies, work, administration, if applicable, and all other acts, duties, and services required of Consultant under this Agreement together and any awarded project Task Order's with such other services as City may require pursuant to the terms of this Agreement.
- ***Project Manager:*** The person employed by City and consultant designated to act as the representatives for each party for the Project.
- ***Scope of Services:*** That work as defined and identified with a time schedule in Exhibit A (Scope of Services) attached hereto and incorporated herein.
- ***Responsible Charge:*** The full-time public employee of the City in responsible charge of this contract.
- ***Department:*** Refers to Georgia Department of Transportation

2.0 Key Personnel

The City of Johns Creek is entering into this Agreement and has relied upon Consultant's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Consultant personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing: The Consultant will be paid for the goods and services sold pursuant to the Contract in accordance with the RFQ and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to, freight, insurance, fuel surcharges, and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit B (Cost Proposal) and incorporated herein, shall be firm throughout the term of this Contract. Additional phases may be added though contract modification.

3.2 Billings: If applicable, and unless the RFQ provides otherwise, the Consultant shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Consultant shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Consultant under the Contract. The Consultant shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

3.3 Delay of Payment Due to Consultant's Failure: If the City in good faith determines that the Consultant has failed to perform or deliver any service or product as required by the Contract, the Consultant shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Consultant's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Consultant's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Consultant. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

3.4 As established in Title 49 CFR 26.29, Consultant shall pay their sub-consultants for satisfactory performance of their contracts no later than thirty (30) calendar days from receipt of payment made to them by the City. Any delay or postponement of payment among the parties may take place only for a good cause. If the Consultant is found to be in noncompliance with these provisions, it shall constitute a material breach of contract and further payments of any work performed may be withheld by the City until corrective action is taken by the Consultant. If the corrective action is not taken, it may result in the termination of the Agreement.

3.5 Set-Off Against Sums Owed by the Consultant. In the event that the Consultant owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Consultant in the City's sole discretion.

3.6 Additional Services: Consultant shall provide, with City's concurrence, services in addition to those listed in Exhibit A (Scope of Services) when such services are authorized in writing by City. Prior to commencing any additional services, Consultant must submit a proposal outlining the additional services, unit costs are to be provided and the fixed "Not to Exceed" lump sum fee therefore. City shall pay Consultant for such services in accordance with the fees based in Exhibit B (Cost Proposal) attached hereto and incorporated herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other that those required by Exhibit A (Scope of Services), preparing changes in plans ordered by City, providing services necessitated in the event the Professional Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

3.7 Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal, or administrative proceeding arising out of this Project. Consultant shall not be compensated by City if its appearance is to defend its own Professional Services. If Consultant is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee schedule, Exhibit B (Cost Proposal), attached hereto and or additional fees approved by City.

3.8 Progress Reports: A progress report must be submitted with each payment request indicating the event or service Completed. This report will serve as support for payment to Consultant and the basis for payment in the event project is suspended or abandoned.

3.9 Change in Scope: For substantial modifications in authorized Project scope, and/or specifications previously accepted by City, when requested by City and through no fault of Consultant, the Consultant shall be compensated for time and expense based upon the fee schedule in Exhibit B (Cost Proposal) attached hereto and incorporated herein chargeable for this service;

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provided, however, that any increase in Total Fee must be approved through a written Supplemental Agreement. This Agreement may be amended to provide additions, deletions, and revisions in the Professional Services or to modify the terms and conditions thereof by written Supplemental Agreement.

3.10 Errors and Omissions: The City's policy is to take all reasonable steps to preclude errors or omissions in the process of delivering requested services. Upon discovery of an alleged error or omission, City will take immediate action to minimize potential cost increases due to delay or other matters. This includes early communication with Consultant. The Consultant will be made aware of the circumstances and be put on notice as soon as possible that there may be a claim against them for errors or omissions. Consultant will be given an opportunity to help resolve potential errors and omissions. All known facts surrounding the alleged error or omission will be carefully and fully reviewed by City. Consultant shall correct or revise any errors or deficiencies in its designs, drawings, or specifications without additional compensation when due solely to Consultant's negligent acts, errors, or omissions. If not solely Consultant fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly.

4.0 General Duties and Responsibilities

4.1 Responsibilities under the General Conditions of the Contract for Professional Services In addition to the responsibilities herein set forth, Consultant agrees to be responsible for those matters identified in the overall terms and conditions of this Contract (herein referred to as the General Conditions). These terms shall be consistent with the intent and requirements of any applicable Task Order Agreement.

4.2 Personnel: Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that Sarah Blackburn will perform as the Project Manager on this project. This person shall be the primary contact for the Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of project manager on this project. Changes to any Key Personnel identified in the RFQ shall be approved by the City.

4.3 Subcontracting of Service: Consultant shall not subcontract or assign any of the Professional Services to be performed under this Agreement without the written consent and approval of City regarding the Professional Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section 11.1 herein, and shall additionally maintain Professional Liability insurance in a minimum amount of $2,000,000 and provide the City with certification thereof unless waived by the City. Any subcontract must contain all applicable provisions of this Contract and must otherwise comply with applicable provisions of 23 CFR172.9.

4.4 Endorsement: Consultant shall sign and affix licensing seal to all final plans, specifications, estimates and data and shall cause all sub-consultants to sign and seal their final documents where required by law. Any review or approval by City of any documents prepared by Consultant and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve

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Consultant of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

4.5 Inspection of Documents: Consultant shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and shall notify the City prior to their disposal. All documents shall be retained for auditing, inspection and copying at City's GDOT's or FHWA's the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, request or any other authorized representative of the Federal Government. Failure to retain records in accordance with the Contract is a material breach of contract. Further, in case of an audit and Consultant has failed to retain records as required herein, it shall be presumed that the documents would not have supported Consultant's position. If any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained at a minimum for two (2) years after the time in which such litigation, claim or audit involving the records is completed. Records shall be made available upon request to City at all times during the term of this Contract. Copies of these documents and records will be furnished to City upon request and may be audited by City representatives. Failure to retain such records shall result in Consultant being required to pay any resulting damages that City otherwise would be required to pay.

4.6 Disadvantaged Business Enterprise Information: A Disadvantaged Business Enterprise (DBE) is defined pursuant to the 49 Code of the Federal Regulations Part 26. A DBE goal has been established within the RFQ for this project. This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime consultants, subcontractors, subconsultants, or other vendor supplied services included in this Agreement. By execution of the Agreement the Consultant certifies that it has made a good faith effort to meet or exceed the DBE goal. Further, the Parties agree to the proposed DBE participation indicated in the RFQ. In the event that the DBE goal is not met, the Consultant may request a waiver from the Equal Opportunity Office of the Georgia Department of Transportation (GDOT). Justification or good faith effort must accompany the request for the waiver. Both the City and GDOT will monitor the Consultant's submittals for their agreed upon DBE participation. With each invoice submitted, the Consultant shall submit a DBE report in the format directed by the assigned project manager for GDOT. Failure to submit such a report with the request for payment will result in the invoice being returned to the Consultant with no penalty to the City or GDOT.

4.7 Qualifications and Professional Standards: In performance of services, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions and like circumstances. The Consultant shall employ only persons qualified and duly registered as applicable in the appropriate category in responsible charge of supervision and design of the work and further shall employ only qualified and duly registered surveyors in responsible charge of any survey work. The Consultant shall use the members of its professional staff presented to the City at the time of Agreement negotiations unless changes to the Consultant's staff are approved in writing by the City. The Consultant shall endorse all work performed under this Agreement. As applicable, such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Consultant and responsible for the work prescribed by this Agreement. All final plans, documents, reports, studies, and other data prepared by the Consultant shall bear the professional's seal and signature in accordance with the Official Code of Georgia that governs and administers rules promulgated by and guidelines published by the Georgia Department of Transportation which are in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of the published guidelines, requirements of the statute and/or rules shall take precedence. The City reserves the

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right to waive Georgia Department of Transportation guidelines that do not conflict with AASHTO or best practices.

5.0 City's Responsibilities

5.1 Communication: City shall provide to Consultant applicable Program Criteria; examine and timely respond to Consultant submissions; and give written notice to Consultant, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

5.2 Access: City will provide access for Consultant to enter public and private property necessary to the completion of the Project.

5.3 Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A (Scope of Services) attached hereto and incorporated herein, as City's responsibility.

5.4 Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.

5.5 Project Manager: City shall designate a Project Manager to represent City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City.

5.6 Responsible Charge: City shall designate a Responsible Charge to ensure that the work delivered under this contract is complete, accurate, and consistent with the terms, conditions, and specifications of this contract. The City's Responsible Charge for this contract is Kimberly Greer, City Manager or her designee.

6.0 Duration of Contract

6.1 Contract Term: The Contract between the City and the Consultant shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall commence upon execution and shall terminate Two (2) years thereafter, or shorter time as may be indicated on the bid document and all Professional Services provided during said term shall be filled at the contract price.

6.2 Contract Renewal: The City shall have the option, in its sole discretion, to renew the Contract for three (3) additional renewals on a year-to-year basis by giving the Consultant written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Consultant's written consent for renewal of the Contract. Renewal will depend upon the best interest of the City, funding, and Consultant's performance. Consultant will be notified of any renewal in writing. Upon the City's election, in its sole discretion, to renew any part of this Contract, Consultant shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Consultant.

6.3 Contract Extension: In the event that this Standard Contract shall terminate or be likely to

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terminate prior to completion of the project, the City may, with the written consent of Consultant, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the RFQ and/or Consultant's submittal, the City will determine the basic period of performance for the completion of any of Consultant's actions contemplated within the scope of this Agreement and notify Consultant of the same via written notice. If no specific period for the completion of Consultant's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Consultant for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1 The Consultant shall be an Independent Contractor: The Consultant is not an employee, agent or representative of the City of Johns Creek. The successful Consultant shall obtain and maintain, at the Consultant's expense, all permits, licenses, or approvals that may be necessary for the performance of the services. The Consultant shall furnish copies of all such permits, licenses, or approvals to the City Project Manager within ten (10) day after issuance.

7.2 Inasmuch as the City of Johns Creek and the Consultant are independent of one another, 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. The Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Consultant 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. The Consultant shall assume full liability for any contracts or agreements the Consultant enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

8.0 Conflict of Interest

8.1 Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement or employed by Consultant. Consultant shall not conduct or solicit any non-City business while on City property or time.

8.2 Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the City prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

8.3 Consultant is absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office of the City.

8.4 Consultant warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer to give, to any employee, agent, or representative of the City any cash or non-cash gratuity or payment with view toward securing any business from the City or influencing such

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person with respect to the conditions, or performance of any Agreements with or orders from the City, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between the City and Consultant.

8.5 As a condition of this Agreement, Consultant agrees to comply with the City of Johns Creek Code of Ethics as set forth with NIGP and 23 CFR 1.33.

8.6 Should a conflict of interest issue arise, Consultant agrees to fully cooperate in any inquiry and to provide the City with all documents or other information reasonably necessary to enable the City to determine whether or not a conflict of interest existed or exists.

8.7 Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the City may have.

8.8 Anti-Lobbying/Disclosure: Federal Acquisition Regulation (FAR) prohibits the expenditure of Federal-Aid Highway Program funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any Federal-Aid Highway Program funded contract, grant, loan, or cooperative agreement. Consultant is required to sign a statement certifying that to the best of its knowledge and belief that no Federal-Aid Highway Program funds have been paid or will be paid, by or on behalf of its firm for the purpose of lobbying (2 CFR 200.450). If Consultant should report lobbying activities, the Consultant is required to submit Anti-Lobbying/Disclosure Forms. The above regulations also apply to any sub-consultants whose contracts exceed $100,000.00.

9.0 Indemnification

9.1 The Consultant agrees to indemnify and hold harmless the City, its public officials, officers, employees, and agents from and against liabilities, damages, costs and expenses (including reasonable attorney's fees) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, sub-consultants, sub-contractors, or employees in the performance of this Contract.

This provision shall not affect the Consultant's obligation under workers' compensation or coverage or the Consultant's insurance specifically relating to workers' compensation, nor shall this apply to any requirement herein that the Consultant purchase a project specific insurance policy, including an owner's or contractor's protective insurance, builder's risk insurance, installation coverage, project management protective liability insurance, an owner controlled insurance policy, or a contractor controlled insurance policy.

9.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

10.0 Intellectual Property and Ownership of Documents

All documents, materials, and deliverables developed or created by consultant under this Contract are considered as property of the City for perpetuity. Consultant and the City agree that any papers, interim reports, forms, and other material which are a part of work under this Contract are to be deemed a "work made for hire,' as such term is defined in the copyright laws of the United States. As a "work made for hire," all copyright interests in said works will vest in the City upon creation of the copyrightable work. If any papers, interim reports, forms, or other material which are a part

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of work under this Agreement are deemed by law not to be a "work made for hire," any copyright interests of the Consultant are hereby assigned completely and solely to the City. Publication rights to any works produced under this Agreement are reserved by the City.

Any documents and materials which include, but not limited to, drawings, tracings, specifications, maps, survey notes, reports, photographs and computer programs provided to the Consultant by the City is solely for the purpose of completing the Contract and for no other purposes and shall be delivered to City prior to contract closeout. City-developed matters including manuals, electronic information, programs, and associated materials remain the property of the City. Consultant shall not assert any ownership rights to these materials and shall not patent or copyright any of these materials. The unauthorized release or use of any of this information is prohibited without written approval from the City. Evidence of any unauthorized release or use of the information during or after the contracted services are complete may result in contract termination in addition to other remedies, and Consultant may be disqualified from submitting on any future proposals or contracts.

11.0 Insurance

11.1 The Consultant shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement. Such insurance is to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be $1,000,000 per person, $2,000,000 per occurrence for bodily injury, and $500,000 per occurrence for property damage.

11.2 Consultant shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement. Upon the request of the City, Consultant shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

12.0 Termination

12.1 Immediate Termination: Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

a) In the event the Consultant is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
b) The City determines that the actions, or failure to act, of the Consultant, its agents, employees, or sub-consultants have caused, or reasonably could cause, life, health, or safety to be jeopardized;
c) The Consultant fails to comply with confidentiality laws or provisions.
d) The Consultant furnished any statement, representation, or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect, or incomplete; and/or
e) The Consultant is found to have engaged in one or more of the "Conflict of Interest"

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activities outlined in Section 8.0.

12.2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Consultant in default of its obligations under the Contract:

a) The Consultant fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant;
b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
c) The Consultant fails to make substantial and timely progress toward performance of the Contract;
d) The Consultant becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Consultant terminates or suspends its business; or the City reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
e) The Consultant has failed to comply with applicable federal, state and, local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
f) The Consultant has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
g) The Consultant has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Consultant, the City shall provide written notice to the Consultant requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Consultant. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

a) Immediately terminate the Contract without additional written notice; and/or
b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Consultant; and/or,
c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Consultant. In the event of a termination for convenience, Consultant shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Consultant's failure to perform in accordance with this Agreement, the City shall pay Consultant for work performed to date in accordance with Section herein. The City shall have no further liability to Consultant for such termination.

12.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Consultant for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Consultant's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the

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Consultant in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract.

12.6 The Consultant's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Consultant shall:

a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Consultant;
c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract;
d) Cooperate in good faith with the City, its employees, agents, and Consultant during the transition period between the notification of termination and the substitution of any replacement Consultant; and
e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Consultant.

12.7 Right to Proceed: In the event the Contract is terminated, the City has the right to proceed with work under the Contract. The City shall have the option of completing the work with its own forces or entering into an agreement with another party to complete services outlined in the Contract.

13.0 Dispute Resolution

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant shall proceed with the Professional Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consultant's completed services.

14.0 Future Use of Documents

Consultant will provide City a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Provided that Consultant is paid for its services, either by termination or completion of services, then City may subsequently use documents prepared in connection with this Project without any additional compensation or agreement of Consultant, however, such use, without written verification or adaptation by Consultant for the specific purpose, intended by City shall be at City's sole risk and without liability or legal exposure to Consultant whatsoever. If City does reuse these documents on another project, it shall retain Consultant or another licensed and insured professional consultant to review, adapt, and seal such documents. Submission of or distribution of documents to meet statutory or regulatory requirements is not to be considered as contrary to any of Consultant's right to the documents.

15.0 Confidential Information

15.1 Access to Confidential Data. The Consultant's employees, agents, and sub-consultants may

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have access to confidential data and/or privileged documents maintained by the City to the extent necessary to carry out the Consultant's responsibilities under the Contract. "Confidential data" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the City that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between any City employee or representative and legal counsel. Confidential data and privileged documents collectively are referred to herein as "confidential information." The Consultant shall presume that all information received pursuant to the Contract is confidential information unless otherwise designated by the City. If it is reasonably likely the Consultant will have access to the City's confidential information, then:

- The Consultant shall provide to the City a written description of the Consultant's policies and procedures to safeguard confidential information;
- Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- The Consultant must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Consultant in connection with the performance of the Contract; and
- The Consultant shall provide adequate supervision and training to its agents, employees and sub-consultants to ensure compliance with the terms of the Contract. The confidential information shall remain the property of the City at all times. Some services performed for the City may require the Consultant to sign a nondisclosure agreement. Consultant understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

15.2 No Dissemination of Confidential Information. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Consultant shall be considered the property of the City. The Consultant must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

15.3 Subpoena. In the event that a subpoena or other legal process is served upon the Consultant for records containing confidential information, the Consultant shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

15.4 Reporting of Unauthorized Disclosure. The Consultant shall immediately report to the City any unauthorized disclosure of confidential information.

15.5 Survives Termination. The Consultant's confidentiality obligation under the Contract shall survive termination of the Contract.

16.0 Inclusion of Documents

Consultant's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the

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event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Consultant's submittal, the language in the former shall govern.

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

17.0 Compliance with All Laws and Licenses

The Consultant agrees that all work done as part of this Agreement will comply fully with all administrative and other requirements established by applicable federal, state, and local laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations. The Consultant understands that the following items specifically apply to this Agreement, but do not exclude any other applicable federal or state laws or requirements, and that it will comply with and require its sub-consultants to comply with:

17.1 Georgia Security and Immigration Compliance Act

- The parties certify that Consultant has executed an affidavit verifying that Consultant has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as Exhibit C (Required Forms and Documents) and incorporated herein by reference and made a part of this contract.
- The Consultant further certifies that any sub-consultant employed by Consultant for the performance of this agreement has executed an appropriate sub-consultant affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Consultant and each sub-consultant.
- Consultant's compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Consultant's failure to comply with said provisions shall constitute a material breach of this agreement.

17.2 Regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 Code of Federal Regulations (CFR) 200 et seq. NOTICE TO CONSULTANTS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS.

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

    1) **Compliance with Regulations**: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Agreement.

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2) **Non-discrimination**: The Consultant, with regard to the work performed by it during the Agreement shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3) Sanctions for Non-compliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Department, and/or the City shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
b. Cancellation, termination or suspension of the Agreement, in whole or in part.

4) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

5) **Information and Reports**: The Consultant will provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City, the Department, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City, the Department, and/or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

6) **Incorporation of Provisions**: The Consultant will include the provisions of Article 402 B and C (1-5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any sub-consultant or procurement as the Department, the City, or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the Consultant may request the City to enter into such litigation to protect the interests of the City, and, in addition, the Consultant may request the United States and/or the State of Georgia to enter into such litigation to protect their interests.

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17.3 During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

18.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

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19.0 Drug-Free and Smoke-Free Work Place

19.1 A drug-free and smoke-free work place will be provided for the Consultant's employees during the performance of this Agreement.

19.2 The Consultant will secure from any sub-Consultant hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

19.3 The Consultant may be suspended, terminated, or debarred if it is determined that:

- The Consultant has made false certification herein; or
- The Consultant has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

20.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Consultant packaging, invoice, 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.

21.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Consultant acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Johns Creek all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Johns Creek pursuant hereto.

22.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia, shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

23.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

24.0 Performance

Performance will be evaluated on a monthly basis. If requirements are not met, City of Johns Creek Procurement will notify the Consultant in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Consultant detailing how correction(s) will be made is required to be delivered to the City. Consultant will have thirty (30) days to remedy the situation.

If requirements are not remedied, City of Johns Creek has the right to cancel this Agreement with no additional obligation to Consultant.

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25.0 Delay

25.1 Any delay in or failure of performance by City or Consultant, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (Force Majeure).

Consultant shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment. Consultant shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

25.2 Consultant shall be entitled to an equitable adjustment in Contract Time and may be entitled to an equitable adjustment in Contract Sum if the cost or time of Consultant's performance is changed due to the fault or negligence of City, provided the Consultant makes a request.

25.3 Consultant shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Consultant or anyone for whose acts Consultant is responsible.

25.4 To the extent any delay or failure of performance was concurrently caused by the City and Consultant, Consultant shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 3.8, but shall not be entitled to an adjustment in Contract Sum.

25.5 Consultant shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

26.0 Changes

City, within the general scope of the Agreement, may, by written notice to Consultant, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

27.0 Assignment

The Consultant shall not assign or subcontract the whole or any part of this Agreement without the City of Johns Creek's prior written consent.

28.0 Special Terms and Conditions

See attached Exhibits for applicable special terms and conditions.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF JOHNS CREEK:

By: Signed by: Kimberly Greer 3764B793C5794FE... Signature

Title: City Manager

Name: Kimberly Greer Print

Date: 6/17/2026

ATTEST: Signed by: Allsion Tarpley 4C1F64D774E1422... SEAL: DS

BARGE DESIGN SOLUTIONS, INC.:

By: Signature

Title: Vice President

Name: Stephen Mosher Print

Date: 6/8/2026

ATTEST:

SEAL:

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EXHIBIT A

SCOPE OF SERVICES

Overview of Project Scope

The awarded firm shall prepare and submit a proposed detail Scope of Services. Below are a few of the overview items to be included in the project detail Scope of Services (in Phases):

- Validate existing Concept and Prepare Concept Report for approval
- Prepare Preliminary Engineering and Construction Cost Estimates
- Prepare Right-of-Way Plans
- Prepare Final Engineering Plans, Construction Cost Estimate and Utility estimates to be coordinated with the City
- Prepare handouts and displays; Participate in miscellaneous Stakeholders / Public meetings (2), as required
- Participate in Council meetings, as required
- Coordinate with Georgia Department of Transportation, as required
- Other services / items as needed
- Coordinate with proposed improvements in the area including but not limited to GDOT access permits, local land disturbance permits, and local design / construction projects.

SCOPE OF SERVICES

The selected firm will be requested to prepare and submit proposed scopes of services and fees to produce project related documents or provide the requested services.

The City will review the submittal and accept, reject, or negotiate a final scope and fee with the selected Consultant. Upon acceptance of a final scope and fee for the project, the City will issue to the Consultant a contract indicating acceptance of the project Statement of Qualifications and authorization to commence services in accordance with the agreement and the project Request for Qualifications.

It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the project documents to complete the detailed scope tasks as stated below. The completed design must comply with all applicable local, state, and federal environmental laws and regulations. **Federal funds will be utilized for this project.** Therefore, the Georgia Department of Transportation's Plan Development Process shall be strictly adhered to and the design must comply with the latest Americans with Disabilities Act (ADA) requirements and the Georgia Department of Transportation's Standard specifications for the preparation of Roadway Construction Plans. All decisions will be the result of a balance of engineering, environmental, and economic considerations.

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1. Georgia Department of Transportation (GDOT) Design Policy Manual (current edition), and applicable addenda.
2. Georgia Department of Transportation (GDOT) Standards and Specifications (current edition), and applicable addenda.
3. AASHTO Standards, latest edition and applicable addenda, including Design of Pavement Structures, Policy on Geometric Design of Highways and Streets, Roadside Design Guide, and applicable addenda.
4. Manual on Uniform traffic Control Devices (MUTCD) current edition, and applicable addenda
5. GDOT Survey Manual (current edition), and applicable addenda
6. City of Johns Creek Development Regulations
7. City of Johns Approved Comprehensive Master Plan (Comp Plan)
8. North Fulton Transportation Master Plan

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The scope of work is presented in the following elements.

I. Project Description
II. Scope of Services
III. Project Understanding, Assumptions, and Exclusions
IV. Time of Performance
V. Client's Responsibilities
VI. Deliverables
VII. Compensation
VIII. Attachment Summary

I. Project Description

Barge Design Solutions, Inc. (Barge) will provide engineering design services (Concept Thru Final Construction Plans) for proposed trail extension along Medlock Bridge Road/SR 141 (Project) within the City of Johns Creek, Georgia (Client). As shown on Attachment A, the project limits are from the Chattahoochee River to Bobby Jones Drive, for a distance of approximately 0.7 miles. Barge will evaluate the feasibility of the following conceptual improvements in two alternatives as requested by the Client:

- Alternate 1: Shared-use path/trail extension along the East shoulder of Medlock Bridge Road from the park entrance at Bobby Jones Dr. to the bridge at the Chattahoochee River

- Alternate 2: Shared-use path/trail extension along the West shoulder of Medlock Bridge Road from the park entrance at Bobby Jones Dr. to the bridge at the Chattahoochee River

II. Scope of Services

Barge proposes the Scope of Services listed below. Please note that details and key assumptions are provided in the separate GDOT scope template submitted as Attachment B and the Cost Estimate Spreadsheet (Attachment C) to this scope.

III. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. The project will have GDOT oversight and will be full GDOT PDP.
2. All deliverables will be reviewed by GDOT SMEs.
3. GDOT will provide a P6 schedule for the project.
4. Barge will have access to the site and adjoining areas, as required.

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5. No traffic studies will be performed outside of the traffic scope defined in attachments B & C.
6. Design will be phased.
7. Design fee is based upon the delineated area (Attachment A & C), as described by the Client and as defined in scoping layouts. Modification or changes to the project area may require additional services, depending upon the scope and timing of changes.
8. In providing opinions of probable construction cost (OPCC), the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's construction cost estimates are made on the basis of Barge's professional judgment and experience; as well as GDOT item bids as calculated in AASHTOWare. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's estimate.
9. Design criteria will be driven by the current posted speed limit of 55 mph on SR 141/Medlock Bridge Road) until it is confirmed the speed limit can be lowered to 45 mph. Efforts will be made to minimize the project's overall footprint and costs by applying the full flexibility allowed by the AASHTO Green Book, GDOT Pedestrian & Streetscape Guide, and other federal, state and local design policies and guidelines, as applicable.
10. Only the two Build alternatives described above will be evaluated. Two concept layouts and construction estimates will be prepared.
11. Assume only one alternative will be designed past concept level.
12. No additional lanes will be added to incorporated in project design.
13. No proposed modifications to the bridge will be included in this scope; design will tie into existing shoulder configuration prior to the bridge over the Chattahoochee River.
14. No environmental study will be needed for the Bridge or roadway south of the Chattahoochee River.
15. Bidding phase services including development of bid book are not included.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Additional Traffic data collection and/or traffic analysis outside of Scope
2. Additional field surveying (i.e., beyond the scoped Survey boundary)
3. Concept development for additional Build alternatives
4. Subsurface Utility Engineering (SUE) services
5. Soil surveys & wall foundation investigations (WFI)
6. Utility relocation design and/or cost estimating services
7. Right-of-way acquisition cost estimates
8. Additional preliminary & final design alternate.
9. Field visit for ARDVRq.
10. Ecology Field visit for PSSRs and ARDVRq updates/reevaluations.
11. Buffer Variance Application.
12. Section 404 Permit Application.
13. Site visits for Protected Species Survey.
14. Protected Species Report.
15. Phase II ESA.
16. Environmental Resource ID.
17. Preliminary and Final Design.
18. Environmental Permitting.

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IV. Time of Performance

Barge is prepared to begin work within one week upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following milestone schedule, assuming an overall duration of approximately thirty six (36) months from NTP to completion of all services in this task order.

Tasks	Duration	Estimated Delivery
Concept	8 months	9 months after NTP

V. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.

B. Provide review comments in a timely manner.

C. Provide single point of contact for project coordination purposes.

D. Provide previous plans or studies, as may be available and relevant to the project.

E. Provide aerial photography, contours, pipe networks, property mapping and other pertinent information as may be available through the Client's GIS resources.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. An inclusive list of deliverables can be found in **attachment B**.

VII. Compensation

Barge proposes to complete the scope of work as defined in the tasks above for a Lump Sum Fee. A detailed fee estimate (Attachment C) is attached for your review, and includes a listing of anticipated tasks, estimated hours by staff classification, and supporting assumptions. We understand these services will be provided through a service agreement contract with the City of Johns Creek.

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EXHIBIT B

COST PROPOSAL

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A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.

B. Provide review comments in a timely manner.

C. Provide single point of contact for project coordination purposes.

D. Provide previous plans or studies, as may be available and relevant to the project.

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Fee Summary Table

Items	Fee Type	Fee Amount
A. Survey and Database Preparation	Lump Sum	$8,298
B. Concept	Lump Sum	$126,216
C. Public Information	Lump Sum	$14,798
TOTAL	Lump Sum	$143,312

VIII. Attachment Summary

A. Scoping Layout
B. GDOT Scope Document
C. Detailed Fee Estimate

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EXHIBIT C

REQUIRED FORMS AND DOCUMENTS

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

APPENDIX B
IMMIGRATION AND SECURITY FORM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs 653 ***employees*** *(must enter).*

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

248258
EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Barge Design Solutions, Inc.)

1/12/2026
Date

Vice President
Title of Authorized Officer or Agent of Contractor

Stephen Mosher, PE, PTOE
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 12TH DAY OF JANUARY 2026

Jame' Daye
Notary Public
My Commission Expires: 10/31/2028

JAME DAYE NOTARY PUBLIC GEORGIA COBB COUNTY EXPIRES OCT. 31, 2028

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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O.C.G.A. § 50-36-1(e)(2) Affidavit

Verifying Lawful Presence in the United States

(Individual submitting Statement of Qualification on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) Public Benefit, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

☒ I am a United States citizen.

☐ I am a legal permanent resident of the United States.

☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

driver's license.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ATLANTA (city), GEORGIA (state).

Signature of Applicant

Stephen Mosher, PE, PTOE, Vice President

Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the 12TH **day of** JANUARY, **20**26.

Jame' Daye

(Clerk/Notary Public)

My commission expires: 10/31/2028

JAME DAYE NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA OCT. 31, 2028

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CERTIFICATION ON SPONSER
DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of Barge Design Solutions, Inc., ("Contractor"), whose address is 2839 Paces Ferry Road SE, Suite 850 Atlanta, GA 30339, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, Barge Design Solutions, Inc. certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

OFFEROR / CONTRACTOR

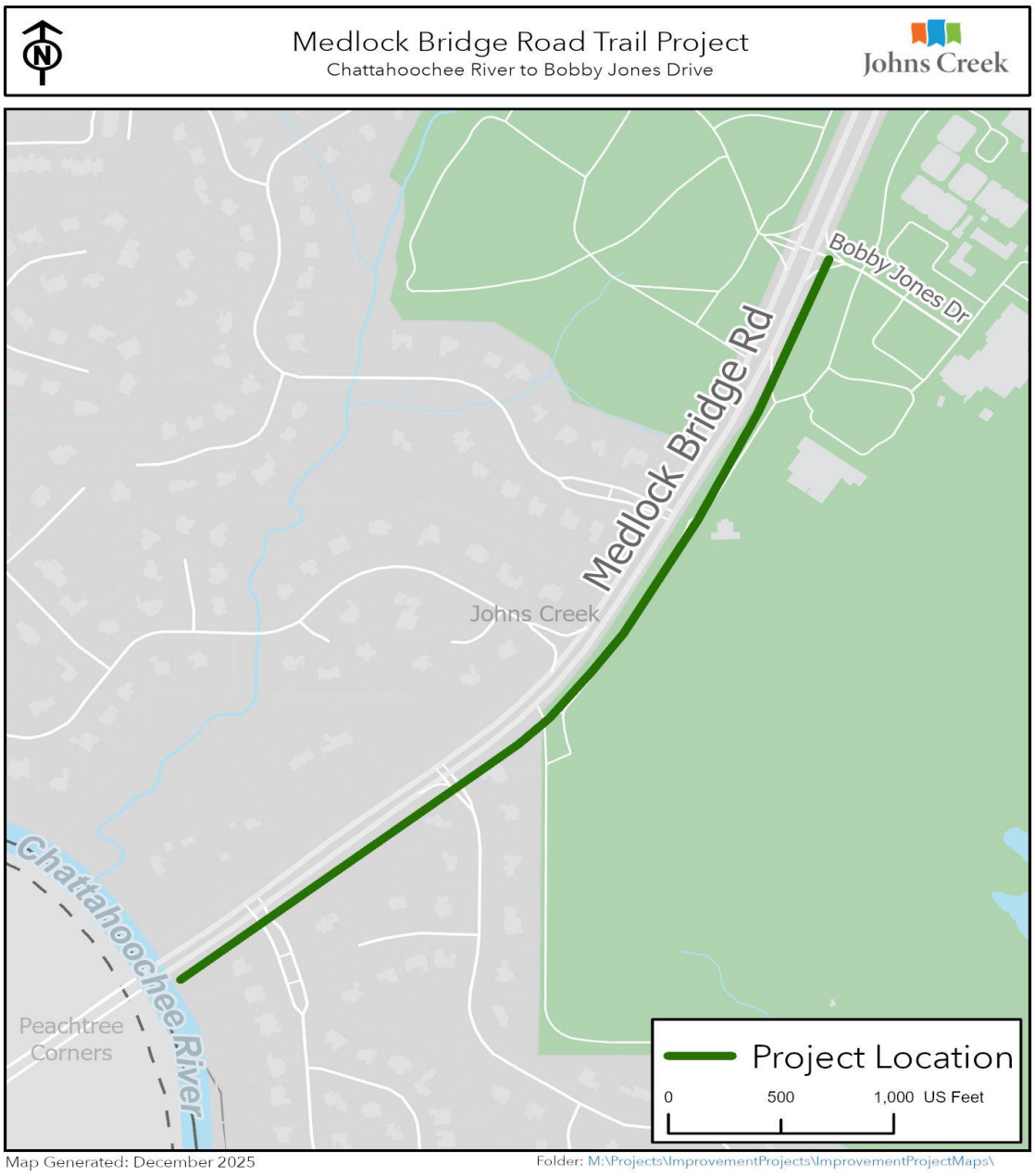
Date: 1/12/2026 **Signature:** _____

Print Name: Stephen Mosher, PE, PTOE **Title:** Vice President

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EXHIBIT D

MAP



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EXHIBIT D

SOLICITATION AND ADDENDA

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Johns Creek
GEORGIA
PURCHASING

REQUEST FOR QUALIFICATIONS

RFQ Number: **26-013**	RFQ Title: **Professional Engineering Services for SR141 / Medlock Bridge Rd Trail (Chattahoochee River to Bobby Jones Drive)**
RFQ Due Date and Time: Local Time: **January 13, 2026, 2:00pm ET**	Number of Pages: 32

ISSUING DEPARTMENT INFORMATION	
Issue Date: **December 11, 2025**	
City of Johns Creek Purchasing Division 11360 Lakefield Drive Johns Creek, Ga. 30097	Phone: 678-512-3233 Fax: 678-512-3286 **Website:** www.johnscreekga.gov

INSTRUCTIONS TO OFFERORS	
Submitting Request for Qualification (RFQ): All bid submissions shall be submitted **electronically and with hard copies (6) in person at City Hall.** All questions must be submitted via BidNet no later than 5:00 pm on **December 30, 2025**. Answers to questions & Addendums will be posted on BidNet. **Pre-Bid Conference** (optional attendance) will take place 10:00AM December 18 at City Hall (1st Floor-Ocee Rm): 11360 Lakefield Drive, Johns Creek, Georgia. 30097 Instructions for registering for BidNet can be found in special instructions:	**Envelope #1 (2 PDF's) Submission:** 1 PDF: required RFQ forms (1 PDF). W9, E-verify, 50-36-1, submittal, cover page, drug free workplace etc... 1 PDF Technical Proposal: Defined in Section 3.0 Qualifications, Experience, Approach, References, Staff, (proposal defines RFQ), etc. ***No cost proposals shall be submitted for this RFQ.*** ***RFQ* Due & received by: January 13, 2026, 2:00pm ET *Both hard copies & electronic.*** Special Instructions: Register for BidNet at: https://www.johnscreekga.gov/Residents/Purchasing click: register and view quote/RFP opportunities
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name (Firm)/Address:	**Authorized Offeror Signatory:** **(Please sign in ink)**
Offeror Phone Number:	**Offeror Print Name:**
Offeror Federal I.D. Number:	**Offeror E-mail:**

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OFFEROR'S RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFQ for the City of Johns Creek

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFQ and is an excellent source of information for any questions you may have.

3. _____ **Attend the pre-bid, proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFQ.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions online in BidNet by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ are available online in BidNet and will include all questions asked and answered concerning the RFQ.

5. _____ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Statement of Qualifications is evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., required documents, RFQ cover page, submittal page, Everify, 50-36-1 form, W9, Drug Free Workplace, COI example, etc.

8. _____ **Check for RFQ addenda.** Before submitting your response, check online in BidNet for any addenda the City has issued. Submission of Bid acknowledges receipt of addendums however, recommended to include with bid submission signed copies.

9. _____ **Review and read the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late Statement of Qualifications responses are never accepted. Don't wait till last minute to upload electronically in BidNet.

This checklist is provided for assistance only and should not be submitted with Offeror's Response

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CITY OF JOHNS CREEK
REQUEST FOR STATEMENT OF QUALIFICATION LETTER
RFQ 26-013

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualification (RFQ).

It is understood and agreed that this Statement of Qualification constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualification is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualification, we guarantee and certify that all items included in this Statement of Qualification meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualification shall be valid and held open for a period of one hundred twenty (120) days from Request for Statement of Qualification opening date.

STATEMENT OF QUALIFICATION SIGNATURE AND CERTIFICATION
(Offeror to sign and return with Statement of Qualification)

I certify that this Statement of Qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualification for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualification and certify that I am authorized to sign this Statement of Qualification for the offeror. I further certify 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.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

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CITY OF JOHNS CREEK

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.

Please complete this form and return as part of your RFQ package when it is submitted.

Name of Offeror _____

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value	**Description**
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Johns Creek and your relation:

_____	_____
_____	_____

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1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Johns Creek, Georgia (City) requests technical proposals from qualified professionally licensed firms for engineering, design and related professional services for the **SR 141/ Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive) (**a Local Let Georgia Department of Transportation (GDOT) project with Federal Highway Administration (FHWA) funding**).**

The awarded Contractor shall collaborate with City staff on the above project throughout the lifecycle of the project. Contractor shall provide services in accordance with the project schedule established by the City of Johns Creek Public Works department.

The City intends to select a consulting firm through the qualification-based selection process, and intends to execute a consulting agreement (with annual renewal options not to exceed 5 years) with the selected firm for services to be provided. The selected consultant will work and coordinate with the City of Johns Creek Public Works Department, and the Georgia Department of Transportation throughout the life of the project. The selected firm will be expected to provide services in accordance with the project schedule established by the City of Johns Creek and the Georgia Department of Transportation.

1.2 Eligibility/Qualifications

To be eligible for award of a contract in response to this solicitation the Offeror should demonstrate that they, or the principals assigned to the contract, have successfully completed services, as specified in the Technical Specifications/Scope of Services section of this solicitation, and are normally and routinely engaged in performing such services. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Johns Creek.

Offeror should provide the City with credentials supporting their past experience, expertise, including organization, amount of fleet, and labor/manpower, to insure satisfactory execution of the services contained in the RFQ. Offeror should provide a list of references with particular emphasis on other governmental agencies, and include clients and past clients within the Atlanta Metropolitan area, and the number of years in business providing these services.

1.2.1 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Johns Creek certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statements of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

1.2.2 Offerors Conference

There will be a voluntary attendance offerors conference scheduled for the date and time listed in the Schedule of Events.

1.3 Schedule of Events

See Appendix A for the detail Schedule of Events.

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1.4 Restrictions on Communications with Staff

All questions about this RFQ must be submitted online through BidNet in the following format:

1. Question
   Citation of relevant section of the RFQ
2. Question
   Citation of relevant section of the RFQ

Questions must be submitted online only through the electronic bidding platform. Go to the city website purchasing page https://www.johnscreekga.gov/Residents/Purchasing and follow the links to the Georgia Purchasing Group by BidNet. Questions must include the company name and the referenced RFQ section.

Additional assistance is available by emailing the City of Johns Creek Purchasing Department at: purchasing@johnscreekga.gov .

From the issue date of this RFQ until a offeror(s) is selected and the selection is announced, offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right to reject the Statement of Qualification of any offeror violating this provision. All questions concerning this RFQ must be submitted electronically online via BidNet. No questions other than online will be accepted. No response other than online will be binding upon the City.

1.5 Definition of Terms

OCGA – Official Code of Georgia Annotated (State Statute)

Offeror – Respondent to this Request for Statement of Qualifications

RFQ – Request for Statement of Qualifications

1.6.1 Resulting Contract

This RFQ and any addenda, the Offeror's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

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1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.6.4 Prime Contractor/Subcontractors

Offeror(s) Statement of Qualifications selected as most advantageous to the City based on evaluation factors set forth in the RFQ shall be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Statement of Qualification. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFQ shall create any contractual relationships between any subcontractor and the City.

1.6.5 Offeror's Signature

The Statement of Qualification must be signed in ink by an individual authorized to legally bind the business submitting the Statement of Qualification. The Offeror's signature on a Statement of Qualification in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Johns Creek from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.7 Submitting a Statement of Qualification

1.7.1 Organization of Statement of Qualifications

Offerors must organize their Statement of Qualifications (RFQ) into sections that follow the format of this RFQ, separating each section example: 3.5 Supplier Qualifications / Experience. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following

Statement: "(Offeror's Name)" understands and will comply.

1.7.2 Failure to Comply with Instruction

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Copies Required and Deadline for Receipt of Statement of Qualifications

Offerors must submit Statement of Qualifications both; hard copies (6) in person/mail at City Hall and online electronically through BidNet. Statement of Qualifications, all required documents, and any additional bid documents must be delivered and uploaded into BidNet.

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RFQ responses must be received prior to 2:00 pm, Tuesday, January 13, 2026, both at City Hall and electronically in BidNet.

1.7.5 Late Statement of Qualifications

Regardless of cause, late Statements of Qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Statement of Qualifications will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.8 Required Review

1.8.1 Review RFQ

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the City's identified procurement officer in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

1.8.2 Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions online only via BidNet on or before **5:00pm December 30, 2025**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3 City's Answers.

The City will provide an official written answer within three (3) business days to all questions received by **December 30, 2025,** 5:00pm. The City's response will be by formal addendum published online via BidNet. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be published on BidNet. Offerors acknowledge receipt of addendums electronically with Proposal submissions and may also provide signed copies of addendums in their Statement of Qualification.

1.8.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, offeror agrees to acceptance of the standard terms and conditions and standard contract as set out in Section 5.0 of this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the City's identified procurement officer by the date for receipt of questions or with the Offeror's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal addendum issued for this RFQ and will apply to all offerors submitting a response to this RFQ.

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1.8.5 Project Oversight and Staffing

The successful offeror will report to the City's Project Manager, (TBD at contract award).

2.0 RFQ STANDARD INFORMATION

2.1 Authority

This RFQ is issued under the authority of the Purchasing Division of the City of Johns Creek. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.2 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, Request for Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.3 Receipt of Statement of Qualifications and Public Inspection

2.3.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Johns Creek (3) any company financial information requested by the City of Johns Creek to determine offeror(s) responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the procurement officer in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualification.
- The Statement of Qualification does not contain confidential material in the cost or price section.
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualification containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a

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"right to know" (open records) request from another party.

2.4 Classification and Evaluation of Statement of Qualifications

2.4.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive

All Statement of Qualifications will initially be classified as either "responsive" or "non-responsive". Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.4.3 Evaluation of Statement of Qualifications

All responsive Statements of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.4.4 Completeness of Statements of Qualifications

Selection and award will be based on the Offeror's Statements of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Evaluation Committee Recommendation

The Evaluation Committee will provide a written recommendation for contract award to the Procurement Officer that contains the scores, justification and rationale for its decision.

The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring I the Evaluation Committee's recommendation.

2.5 City's Rights Reserved

Issuance of the RFQ in no way constitutes a commitment by the City of Johns Creek to award and execute a contract. Upon determination of such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

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- Cancel or terminate this RFQ;
- Reject any or all Statements of Qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statements of Qualifications;
- Not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate City funds are not available.

3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the Statement of Qualification before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 Background Information

The City of Johns Creek is located in the northeast corner of Fulton County; bounded on the south by the Chattahoochee River, on the east by Gwinnett County and the Chattahoochee, on the north by and on the west by the cities of Alpharetta and Roswell. Johns Creek has an approximate population of 84,000. Johns Creek is the 10th largest city in the state of Georgia, Marietta being the 11th largest. Johns Creek officially became a city on Dec. 1, 2006, when governance of the new city transferred from Fulton County to Johns Creek's elected officials and city government. Johns Creek's transition from six unincorporated northeast Fulton communities - Newtown, Warsaw, Ocee, Shakerag, Autrey Mill and Johns Creek - to cityhood was initiated through the state legislative process and approval of House Bill 1321. Governor Sonny Purdue signed House Bill 1321 on March 29, 2006 and voters approved incorporation on July 18, 2006.

3.1.1 Project Information

This project proposes the construction of a 10‘-wide multi-use trail along the east side of SR 141/Medlock Bridge Road from the south end of the Chattahoochee River bridge to Bobby Jones Drive. A separate segment to be constructed between Bobby Jones Drive and State Bridge Road, this segment will complete a continuous trail network along SR 141 through Fulton County (and the City of Johns Creek), spanning from the Chattahoochee River (Gwinnett County) to McGinnis Ferry Road (Forsyth County). In addition, this trail network would provide access to the Medlock Bridge Chattahoochee River National Recreation Area.

This solicitation will include engineering services following all requirements associated with federal funding. Survey and initial concepts have been completed.

3.2 Overview of Project Scope

The awarded firm shall prepare and submit a proposed detail Scope of Services. Below are a few of the overview items to be included in the project detail Scope of Services:

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- Validate existing Concept and Prepare Concept Report for approval
- Prepare Preliminary Engineering and Construction Cost Estimates
- Prepare Right-of-Way Plans
- Prepare Final Engineering Plans, Construction Cost Estimate and Utility estimates to be coordinated with the City
- Prepare handouts and displays; Participate in miscellaneous Stakeholders / Public meetings (2), as required
- Participate in Council meetings, as required
- Coordinate with Georgia Department of Transportation, as required
- Other services / items as needed
- Coordinate with proposed improvements in the area including but not limited to GDOT access permits, local land disturbance permits, and local design / construction projects.

3.3 SCOPE OF SERVICES

The selected firm will be requested to prepare and submit proposed scopes of services and fees to produce project related documents or provide the requested services.

The City will review the submittal and accept, reject, or negotiate a final scope and fee with the selected Consultant. Upon acceptance of a final scope and fee for the project, the City will issue to the Consultant a contract indicating acceptance of the project Statement of Qualifications and authorization to commence services in accordance with the agreement and the project Request for Qualifications.

It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the project documents to complete the detailed scope tasks as stated below. The completed design must comply with all applicable local, state, and federal environmental laws and regulations. **Federal funds will be utilized for this project.** Therefore, the Georgia Department of Transportation's Plan Development Process shall be strictly adhered to and the design must comply with the latest Americans with Disabilities Act (ADA) requirements and the Georgia Department of Transportation's Standard specifications for the preparation of Roadway Construction Plans. All decisions will be the result of a balance of engineering, environmental, and economic considerations.

The following standards shall be utilized but not limited to for the project, to the maximum extent reasonable and prudent:

1. Georgia Department of Transportation (GDOT) Design Policy Manual (current edition), and applicable addenda.
2. Georgia Department of Transportation (GDOT) Standards and Specifications (current edition), and applicable addenda.
3. AASHTO Standards, latest edition and applicable addenda, including Design of Pavement Structures, Policy on Geometric Design of Highways and Streets, Roadside Design Guide, and applicable addenda.
4. Manual on Uniform traffic Control Devices (MUTCD) current edition, and applicable addenda

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5. GDOT Survey Manual (current edition), and applicable addenda
6. City of Johns Creek Development Regulations
7. City of Johns Approved Comprehensive Master Plan (Comp Plan)
8. North Fulton Transportation Master Plan

3.4 RFQ/ Project General Information

1. The City will select the best qualified consultant(s) based on the information received from interested firms as a result of this solicitation.

2. Consultant and sub-consultants must be pre-qualified for work with Georgia Department of Transportation for Area Classes as follows:
    a. 1.06 – Environmental Studies
    b. 1.06(a) - NEPA
    c. 1.06(b) - History
    d. 1.06(c) - Air Quality
    e. 1.06(d) - Noise
    f. 1.06(e) - Ecology
    g. 1.06(f) - Archaeology
    h. 1.09 - Location Studies
    i. 3.03 – Multi-Lane Urban Roadway Widening and reconstruction
    j. 3.07 – Traffic Operations Design
    k. 3.09 – Traffic Control Systems Analysis, Design and Implementation
    l. 3.12 – Hydraulic and Hydrological Studies (Roadway)
    m. 3.13 – Facilities for Bicycles and Pedestrians
    n. 5.01 - Land Surveying
    o. 5.02 - Engineering Surveying
    p. 9.01 – Erosion, Sedimentation, and Pollution Control Plan Preparation and Implementation

3. City of Johns Creek will expect to liaison with a single project manager representing the prime consultant firm and the sub-consultants. The City of Johns Creek reserves the right to approve sub-consultants. *Project Manager listed in the RFQ will not be changed without the approval of the City*.

4. This project has federal funds programmed and it is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Statement of Qualification. Consultant(s) should assume a projected Notice to Proceed (NTP) around March 2026 and anticipates the following phases to be awarded as a result of this RFQs:

    Phase 1 – Survey and Database Preparation
    Phase 2 – Concept
    Phase 3 – Public Information
    Phase 4 – Environmental Document
    Phase 5 – Preliminary Engineering
    Phase 6 – Right of way Plans

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Phase 7 – Final Plans

Additional project phases will be negotiated as necessary.

5. City of Johns Creek reserves the right to cancel any and all Request for Qualifications at any time when it is determined to be in the best interest of the City.

6. City of Johns Creek also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

7. Generally, the Department' position is **not** to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a **Pre-Award Debriefing** can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided after the announcement of the short-listed firms within the time period posted on the website. **All requests must be made and scheduled within this time frame. Any request outside of this period will be accommodated only at the discretion and convenience of the Department's staff.**

Incomplete submittals will not be considered. Late submittals will not be accepted.

MANDATORY RESPONSE-TECHNICAL PROPOSALS

3.5 Project Understanding & Approach - 30 Points Max

The Consultant shall demonstrate an understanding of the City's goals, project constraints and objectives for the project. The consultant must also understand the project's challenges and issues and what affect they will have on project delivery. *Simply restating the scope of services does not demonstrate an understanding of the project.*

The City of Johns Creek is interested in approaches that are innovative and economic. Also this is a priority project so consultants' availability and their ability to aggressively progress the project schedule. The Consultant should also address their approach to working with Georgia Department of Transportation Project Manager and the City of Johns Creek.

Basis of Evaluation

- Does consultant understand local let process?
- Is the project discussion appropriate?
- Are personnel listed adequate to implement the schedule?

3.6 Experience / Qualifications of Project Team of Similar Scope – 30 Points Max

The Consultant shall demonstrate similar project experience of prime Consultant and sub-consultant. Projects of a similar size and content, to the proposed project, should be included. The consultant shall present an organization chart showing the reporting structure for the project team, including the proposed task leaders for all major work categories.

Basis of Evaluation.

- Relationship of Experience to this project as it relates to size, quality and relevance.
- Relationship of Experience as it relates to similar Projects

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- Does description include all major work categories and how personnel function within categories?
- Information should be complete, in a clear and concise manner.

3.7 Qualifications of Project Manager– 20 Points Max.

A short description of the Project Manager's experience on similar project work shall be prepared. *Project Manager listed in the RFQ will not be changed without the approval of the City*.

Basis of Evaluation

- Quality and relevant experience
- Demonstrated experience and reputation of project manager in the management of similar type projects.

3.8 Project Schedule – 10 Points Max

Discuss tentative project schedule demonstrating the Consultants' approach to delivering the project to completion.

Basis of Evaluation

- Discuss method and timing of implementing project
- Does consultant understand City project timeline approach and GDOT project timeline approach?
- Is the project schedule appropriate?
- Are personnel adequate to implement the schedule?

3.9 References (Similar Scope) – 10 Points Max

Provide a minimum of five (5) references. A minimum of two references will be contacted to confirm the Consultant's history of project performance and project manager performance (shortlist if required and NOIA firm). Scores will be based on the average of references responding. Include customer's name, contact name, email, phone number and brief general description of project and project budget.

Basis of Evaluation

- Perception of the firm on similar projects
- Perception of the project manager on similar projects
- Perception of the firms / projects managers ability to meet the project schedule
- Perception of the responsiveness of project manager / firm

3.10 Bid Evaluation

The following criteria are also considered during the selection process:

1. Compliance with bid required documents (responsiveness)
2. Completeness of bid technical response to section 3.5 to 3.8
3. Additional Submittal Requirements / Response
4. If required, shortlist interviews

4.0 STATEMENT OF QUALIFICATION SUBMISSION AND EVALUATION

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4.1 Process for Submitting Statements of Qualifications

4.1.1 Preparation of Statement of Qualifications

Failure to meet these requirements will result in the Statement of Qualifications being determined "non-responsive" and the entire submittal will be rejected.

Statement of Qualifications Format

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the Technical Proposal, the Offeror should reference these materials in the Technical Proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed. To aid in thorough and consistent review, the technical proposal shall be submitted on no more than ten (10), one sided 8 ½" x 11" pages in no smaller than 10 point font and shall be organized. All pages shall be numbered. Standard purchasing required documents & forms required by the City (such as Immigration and Security Form and Affidavit Verifying Lawful Presence etc.) shall not count towards the page limit. **Please upload RFQ/City forms in a One (1) separate PDF in Envelope #1 and one (1) upload PDF of technical proposal also in Envelope #1. Offerors will also submit in person or mail six (6) hard copies of technical proposal in an Envelope with firms name and marked Technical Proposal Envelope #1 or loose in a box (1 copy required forms stappled non-binded).**

Additional Submittal Requirements / Response (Proposal-insert after 3.5 to 3.8 response)

1. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), joint venture partner information (if applicable), and sub-consultants to be used by the firm. If the firm has branch offices, state which office will be performing the majority of the work.

2. Provide the following information for prime and sub-consultant(s) for the last three (3) years: average and maximum number of permanent Georgia employees. For any work being performed outside of Georgia, include personnel.

3. Provide a brief description of all relevant or related projects completed (including construction costs) within the last five (5) years. Include the personnel that worked on the project, name of the project owner, contact information, and where the work was performed.

4. One page of the Statement of Qualifications shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11" x 17" in size. Additional information should not be added on this page. Note: This page is included in the 10-page limit for the submission.

5. Provide brief descriptions of key personnel who will perform the work. Personnel information should include professional registrations, years of experience, years with firm, and project experience of the individual (in addition to section 3.5 to 3.8).

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6. The Consultant's proposed Project Manager shall be identified and must be a professional engineer licensed in Georgia (provide copy of valid license).

7. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.

4.1.2 Packaging of Statement of Qualifications

Offerors must submit Statements of Qualifications BOTH online through BidNet and six (6) hard copies in person / mail at City Hall. All electronic and hard copy Statements of Qualifications must be uploaded in designated envelopes in BidNet and hard copies be marked in package.

Statements of Qualifications must be received electronically through BidNet and hard copies received at City Hall prior to 2:00 pm, Tuesday January 13, 2026 Eastern Time.

Outside of package for hard copies shall be marked as:

City of Johns Creek
Purchasing Bid 26-013
11360 Lakefield Drive
Johns Creek, GA. 30097
(Phone if needed - 678-512-3233)

The contents of package and electronic submission shall include:

A). 1 PDF upload in BidNet, Required Forms / RFQ Documents & 1 copy in sealed envelope in hard copy package:

- Required Documents. (RFQ cover page, RFQ Statement of Qualifications Letter, Disclosure Form, W9, E-verify, 50-36-1 form (person submitting Statement of Qualifications), example COI, Drug-Free Workplace, copy of any professional licenses etc.) ONLY One Copy needed have in 1 sealed envelope and 1 scanned PDF in BidNet.

B). Technical Proposal 1 PDF upload in BidNet & six (6) hard copies in packet for in person/mail delivery (no hard binders).

- Firm Introductory letter
- Project Understanding & Approach-section 3.5
- Experience / Qualification of Project Manager-section 3.6
- Experience / Qualifications of Project Team of Similar Scope-section 3.6.1
- References (minimum 5) section 3.7 (keep in mind your 10 page 1 sided 10 font or higher technical proposal limit)
- Additional Submittal Requirements Section

4.1.3 Submission of Statements of Qualifications

Any Statement of Qualifications received after the due date and time will not be accepted by BidNet and or late hard copies delivered to City Hall will not be opened.

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4.2 Evaluation Process

All responsive Statements of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered.

4.2.1 Administrative Review

The Statements of Qualifications will be reviewed by the RFQ Issuing Officer for the following administrative requirements:

1. Submitted by deadline.
2. Sealed Technical Submission of Proposals.
3. All required documents have been submitted.
4. All documents requiring an original signature have been signed and are included.

4.2.2 Mandatory Requirements Review

Statements of Qualifications which pass the administrative review will then be reviewed by the Technical Evaluation Committee to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Proposals Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical proposals that scored above the mean score for all Statements of Qualifications, will be ranked for further evaluation.

The following items are evaluation criteria for all qualifying submittals and will be rated on a point basis by the Evaluation Committee. Offerors must provide all information as required in Section 3.0.

▪ Project Understanding & Approach	(30)
▪ Experience / Qualifications of Project Team	(30)
▪ Project Schedule	(10)
▪ Experience / Qualifications of Project Manager	(20)
▪ References	(10)
	100 points

4.2.4 Interviews

The City reserves the right to invite Offerors to participate in a virtual or in-person interview for further clarity and insight to their firms Technical Proposal.

4.3 Rejection of Statements of Qualifications/Cancellation of RFQ

The City reserves the right to reject any or all Statements of Qualifications, to waive any irregularity

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or informality in a Statement of Qualification, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statements of Qualifications that do not contain all elements and information requested in this document. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

4.4 City's Right to Investigate and Reject

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

4.4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

5.0 TERMS AND CONDITIONS

5.1 RFQ Amendments

The City reserves the right to amend this RFQ prior to the Request for Qualifications due date. All amendments and additional information will be posted to BidNet https://www.bidnetdirect.com/georgia/cityofjohnscreek and the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp . Offerors are encouraged to check these websites frequently for addendums.

5.2 Statement of Qualification Withdrawal

A submitted Statement of Qualification may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Statement of Qualification must be signed by an authorized individual.

5.3 Cost for Preparing Statement of Qualifications

The cost for developing the Request for Qualifications is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

5.4 Contract

Prior to award, the apparent winning Offeror(s) will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Offeror's Statement of Qualification.

The City reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

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5.4.1 Contract Term

The term of this contract shall be from commencement of services and until all services are rendered and all invoices postmarked by the City during said term shall be filled at the contract price.

5.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Johns Creek, the Offeror must disclose each relationship.

5.6 Minority Business Policy

It is the policy of the City of Johns Creek that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Johns Creek encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 State 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

5.7 ADA Guidelines

The City of Johns Creek adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.8 Compliance with Laws

The Offeror/Contractor will comply with all City, State of Georgia, and Federal laws, rules, and regulations.

5.9 Governing Terms

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by offeror and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after offeror’s receipt of this contract, shall not be binding upon City. City’s silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.10 Indemnification

Offeror shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney’s

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fees) relating to or arising from (a) offeror's breach of any of the representations and warranties contained herein; (b) Offeror's failure to follow City's specifications; (c) Offeror's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of offeror, its employees, independent contractors,, agents, and suppliers.

5.11 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.12 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than $1,000,000.00 per person and $2,000,000.00 per occurrence, and property damage with limits of no less than $1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance with limits of no less than $500,000. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of $2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage. The certificate holder is to be issued to:

City of Johns Creek
11360 Lakefield Drive
Johns Creek, GA. 30097

Additional Insurer box must be checked off on the Certificate of Insurance.

5.13 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to offeror/contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.14 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

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5.15 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.16 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.17 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

5.18 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Request for Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

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APPENDIX A SCHEDULE OF EVENTS
RFQ #26-013

Event	**Date**
Release of RFQ	December 11, 2025
Pre-Bid Conference– (Recommended)	December 18, 2025
Deadline for Written Questions *Submit only electronically via BidNet	December 30, 2025
Deadline to Submit Bid Via electronically BidNet & hard copies to: : City of Johns Creek Purchasing Re: RFQ 26-013 11360 Lakefield Drive Johns Creek, GA 30097	January 13, 2026 @ **2:00 PM**
Shortlist Notification / or NOIA	w/i 14 days after closing
Shortlist Interviews (if applicable)	TBD (if applicable)
Anticipated Council Work Session Discussion	TBD
Anticipated Council Meeting Approval Vote	TBD
Award/Notice to Proceed	February-March 2026

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APPENDIX B
IMMIGRATION AND SECURITY FORM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs _____ ***employee**s (must enter)*.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

_____
EEV / Basic Pilot Program* User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____ 201___

_____
Notary Public
My Commission Expires:_____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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O.C.G.A. § 50-36-1(e)(2) Affidavit

Verifying Lawful Presence in the United States

(Individual submitting Statement of Qualification on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) _____, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

☐ I am a United States citizen.

☐ I am a legal permanent resident of the United States.

☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state).

_____
Signature of Applicant

_____
Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the _____ day of _____, 20_____.

_____
(Clerk/Notary Public)

My commission expires: _____

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CERTIFICATION ON SPONSER
DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____ _____, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor,_____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

OFFEROR / CONTRACTOR

Date: _____ Signature: _____

Print Name: _____ Title: _____

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

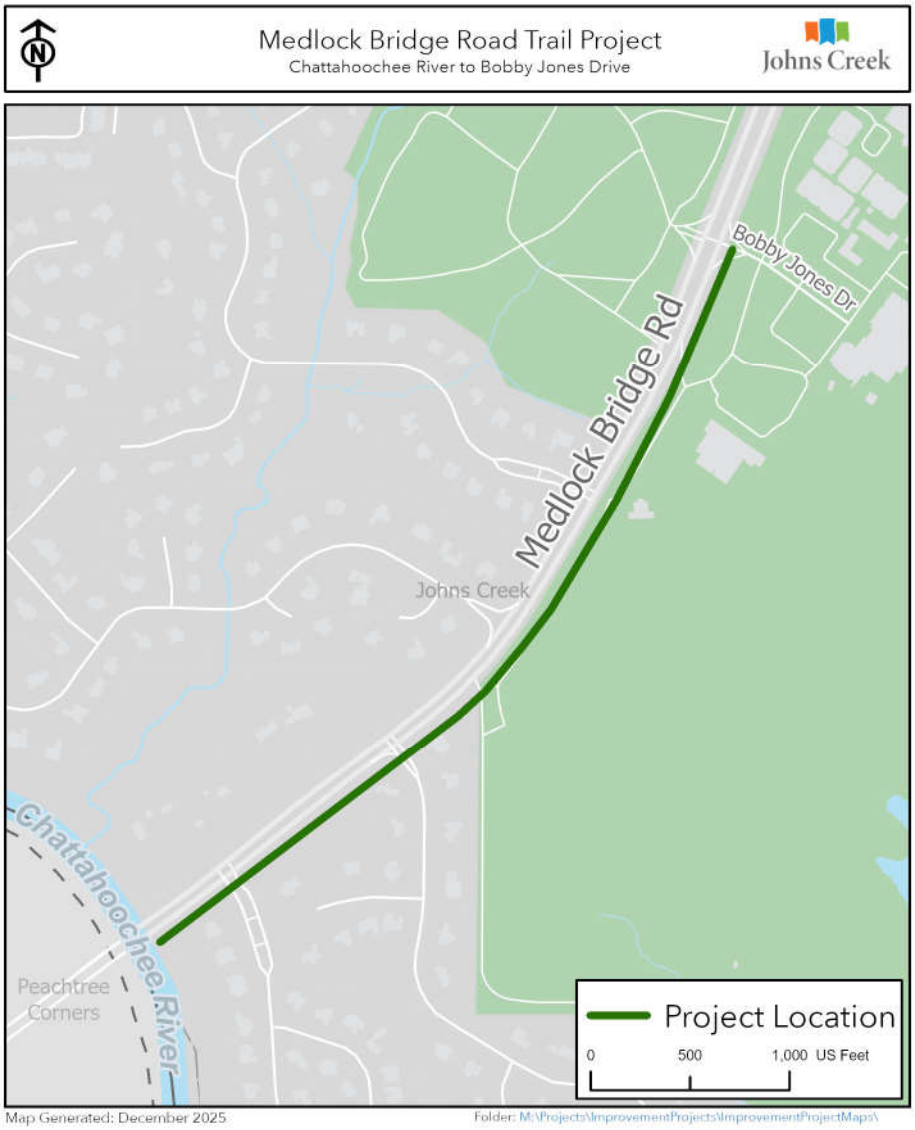
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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APPENDIX C LOCATION MAP



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Johns Creek
GEORGIA

4Q: Is the contract just for concept?

4A: The contract is for full engineering through construction documents.

5Q: Can the deadline be extended?

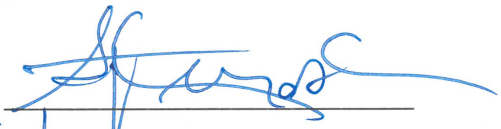
5A: The deadline has been extended to January 20, 2026, 2:00PM ET

Bid Due Dates for the RFP:

All proposal submissions are due electronically to BidNet with hard copies delivered to City Hall **no later than 2:00 PM ET Tuesday, January 20, 2026**. Any questions regarding bid submissions, feel free to email purchasing@johnscreekga.gov.

All addendums are electronically acknowledged at submission of bid within BidNet. Firms shall include this acknowledgement of receiving RFP 26-013 addendum #1 and included with your forms and documents.

Firm: Barge Design Solutions, Inc.

Signature: 

Date: 1/12/2026

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Johns Creek
GEORGIA

ADDENDUM #2

Request for Qualifications (RFQ)
Bid #26-013
Professional Engineering Services for SR141/ Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive)

To All Prospective Offerors:
To following is Addendum Number #1 for the above solicitation.

1. **Concept Drawing**
2. **Answers to Questions asked in BidNet**

Bid Due Dates for the RFP:

All proposal submissions are due electronically to BidNet with hard copies delivered to City Hall **no later than 2:00 PM ET Tuesday, January 20, 2026**. Any questions regarding bid submissions, feel free to email purchasing@johnscreekga.gov.

All addendums are electronically acknowledged at submission of bid within BidNet. Firms shall include this acknowledgement of receiving RFP 26-013 addendum #2 and included with your forms and documents.

Firm: Barge Design Solutions, Inc.

Signature: _____

Date: 1/12/2026

Purchasing Division

11360 Lakefield Drive | Johns Creek, GA 30097 | JohnsCreekGA.gov | 678-512-3200 | Fax: 678-512-3244

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

CITY OF JOHNS CREEK
REQUEST FOR STATEMENT OF QUALIFICATION LETTER
RFQ 26-013

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualification (RFQ).

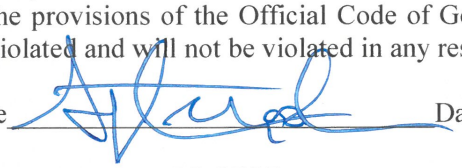
It is understood and agreed that this Statement of Qualification constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualification is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualification, we guarantee and certify that all items included in this Statement of Qualification meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualification shall be valid and held open for a period of one hundred twenty (120) days from Request for Statement of Qualification opening date.

STATEMENT OF QUALIFICATION SIGNATURE AND CERTIFICATION
(Offeror to sign and return with Statement of Qualification)

I certify that this Statement of Qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualification for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualification and certify that I am authorized to sign this Statement of Qualification for the offeror. I further certify 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.

Authorized Signature  Date 1/12/2026

Print/Type Name Stephen Mosher, PE, PTOE

Print/Type Company Name Here Barge Design Solutions, Inc.

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CITY OF JOHNS CREEK

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.

Please complete this form and return as part of your RFQ package when it is submitted.

Name of Offeror Barge Design Solutions, Inc.

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

N/A

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value	Description
N/A	N/A

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Johns Creek and your relation:

N/A	N/A

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EXHIBIT E

SOLICITATION RESPONSE FROM CONSULTANT

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BARGE DESIGN SOLUTIONS®

City of Johns Creek

PROFESSIONAL ENGINEERING SERVICES FOR SR141 / MEDLOCK BRIDGE RD TRAIL (CHATTAHOOCHEE RIVER TO BOBBY JONES DRIVE)

RFP Number 26-013
January 20, 2026

TECHNICAL PROPOSAL

Docusign Envelope ID: 259C3D9C-E0F9-8FB1-8131-D10B59D02F03

January 20, 2026
City of Johns Creek
Purchasing Bid 26-013
11360 Lakefield Drive
Johns Creek, GA 30097

RE: RFQ 26-013 – Professional Engineering Services for SR 141 / Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive)

Dear Members of the Selection Committee:

The City of Johns Creek is a vibrant, connected community that continues to invest in infrastructure to enhance quality of life, mobility, and safety for its residents. The City's leadership has demonstrated a clear commitment to well-planned, community-focused Multi-Modal improvements, and Barge Design Solutions (Barge) is proud to have partnered with you on these efforts. We are excited about the opportunity to continue this partnership through the Medlock Bridge Road Trail.

We understand the city values consultants who not only bring technical expertise but also know the community, respect its priorities, and deliver projects utilizing GDOT's Plan Development Process. Our proven track record of delivering for Johns Creek local projects will show how we can efficiently execute our plans to deliver this contract. Our approach emphasizes early validation of the existing concept, realistic scoping, and disciplined coordination with the City and GDOT to keep the project moving efficiently through environmental documentation, preliminary engineering, right-of-way plans, and final design.

Key strengths our team brings to the SR 141/Medlock Bridge Road Trail include:

Proven Local-Let and Federally Funded Project Experience.
Our team has extensive experience delivering locally let as well as projects subject to federal requirements, including strict adherence to GDOT's PDP & LAP manual, as well as experience with environmental permitting and FHWA compliance. This experience allows us to anticipate approval milestones, avoid rework, and maintain momentum through each phase of delivery.

Client-Focused, PDP-Experienced Project Manager.
We will make available our most dedicated transportation Project Manager, Rakeem Jackson, who will serve as the primary point of contact. Having already provided leadership on Johns Creek projects, Rakeem offers invaluable continuity. He understands your processes, expectations, and stakeholders, and will ensure seamless communication, risk management, and timely project delivery. His experience on similar projects following GDOT's Plan Development Process, coordinating with the Office of Program Delivery (OPD), and his training for GDOT Locally Administered Projects makes our team exceptionally prepared to anticipate and proactively manage the many risks to this project's timely delivery using FHWA funds.

Context-Sensitive Trail & Sidewalk Design.
Designing a multi-use trail along a heavily traveled corridor such as SR 141/Medlock Bridge Road requires careful attention to safety, constructability, constraints, and public input. Our team has a strong track record of delivering context-sensitive pedestrian and bicycle facilities that balance mobility, environmental considerations, and stakeholder expectations, while minimizing disruptions during design and construction.

Accurate Scoping.
We recognize that the scoping and concept phase sets the trajectory for cost, schedule, and success. Our expertise in identifying property, utility, and environmental challenges early allows us to create the best alignment from the outset, protecting Johns Creek from scope creep and aligning available funds with a realistic solution.

We hope this proposal conveys our passion for continuing to serve Johns Creek and our confidence in delivering high-quality, community-focused outcomes. Please contact Rakeem Jackson, our project manager and primary point of contact, at 770-628-7658 or rakeem.jackson@bargedesign.com if you have any questions about this material or our capabilities in general. We look forward to the opportunity to build on our partnership.

Respectfully submitted,

Steve Mosher, Principal in Charge, Authorized Signatory

Rakeem Jackson, Project Manager

BARGE DESIGN SOLUTIONS.



Rakeem Jackson, PE
Point of Contact

770-628-7658
rakeem.jackson@bargedesign.com

Rakeem will serve as the overall Project Manager and primary point of contact for the City of Johns Creek. In this role, he will provide **consistent leadership, coordination, and communication** across all project phases, ensuring the City has a single, reliable source for updates and decision-making. Rakeem brings proven experience managing municipal transportation and GDOT PDP projects, giving him the tools to **anticipate challenges, streamline delivery,** and support the City's priorities.

As the current Project Manager for Johns Creek, Rakeem maintains valuable continuity that **strengthens collaboration and efficiency.** His familiarity with the City's processes, expectations, and stakeholders allows him to **immediately align resources and guide the project team without delay.** By combining this local knowledge with his project management expertise, **Johns Creek benefits from a seamless, client-focused approach that delivers high-quality outcomes.**

Steve Mosher will execute the contract and any required forms as our local VP with signature authority.

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Index

TECHNICAL APPROACH

3.5) Project Understanding & Approach 3
3.6) Experience/Qualifications of Project Team of Similar Scope 4
3.7) Qualifications of Project Manager 7
3.8) Project Schedule 7
3.9) References 7

ADDITIONAL SUBMITTAL REQUIREMENTS

Firm Name/Primary Contact 1
Number of Employees in Georgia 1
Brief Description of All Relevant or Related Project Within the Last 5 Years 2
Organizational Chart (part of technical proposal) 3
Brief Description of Key Personnel 3

APPENDIX A: RESUMES

APPENDIX B: PREQUALIFICATIONS



STATEMENT OF UNDERSTANDING AND COMPLIANCE

Barge understands and will comply with the proposal organization and response requirements outlined in the RFP.

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3.5 Project Understanding & Approach

Project Understanding

The City of Johns Creek proposes the construction of a 10-ft wide multi-use trail (shared-use path) along the east side of SR 141/Medlock Bridge Road from the south end of the Chattahoochee River bridge to Bobby Jones Drive - filling a gap that has been identified in the City's Multimodal Policy. **The SR 141/Medlock Bridge Road Trail is a priority multimodal project that must be delivered within the constraints of a federally funded, locally let process while maintaining schedule certainty and cost discipline.** This pedestrian and bicycle corridor introduces challenges related to roadway alignment, intersection modification, NEPA and environmental documentation, coordination with GDOT, and public visibility.

Because this project is federally funded **all project development activities will follow GDOT's guidelines and policies as stated in its Project Development Process (PDP) manual and GDOT's LAP manual, except where the City of Johns Creek identifies specific local procedures** and policy requirements that should govern. The GDOT Design Policy Manual (DPM), GDOT Pedestrian and Streetscape Guide, and AASHTO Guide for the Design of Bicycle Facilities will serve as the primary sources of the project's design criteria. Construction plans will be developed using GDOT's Electronic Data Guidelines (EDG). Barge has an excellent working knowledge of both the Johns Creek Development Regulations and GDOT's PDP, DPM, and EDG requirements, including applications to pedestrian and bicycle facilities.

Barge understands that **the City's success on this project will be measured not only by the quality of the final design, but by the team's ability to progress efficiently through concept, environmental documentation, preliminary engineering, right-of-way plans, and final design without delays to the milestone schedule or estimated let date.** The following technical approach explains how the Barge team, based on prior experience, will effectively deliver the SR 141/Medlock Bridge Road Trail.

Existing Conditions: This section of Medlock Bridge Road is a divided 4-lane principal arterial with a design speed of 55 mph. The city of Johns Creek is currently evaluating reducing the design speed to 45 mph. The northbound and southbound roadways also contain 8-ft bike lanes. The NB and SB roadway are divided by a 20-ft raised median and bordered by a graded urban shoulder. The intersection of SR 141/Medlock Bridge Road and Bobby Jones Drive is currently signalized and provides accommodation for pedestrians to cross on all 4 legs of the intersection. The existing SR 141/Medlock Bridge Road bridge over the Chattahoochee River matches the typical section of the roadway. The bridge includes a divided 4-lane roadway with 10-ft shoulders, and a raised 20-ft median.

Unique Technical Approaches:

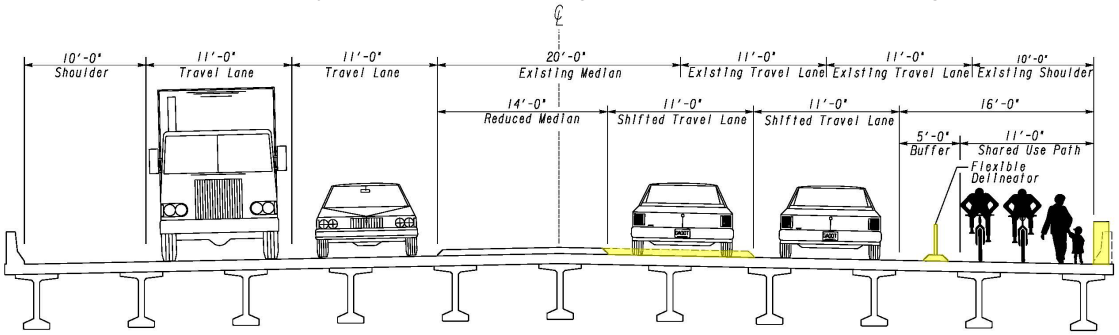
We have visited the project site and reviewed the information available online and offer the following technical advice as a consultant to the City of Johns Creek.

Bridge: Starting from the bridge over the Chattahoochee River, it will be critical to cross the river to provide safe access to the Medlock Bridge - Chattahoochee River National Recreation Area. Barge has identified three solutions to provide a safe crossing. Options include 1) Reduce the speed limit to 45 mph and reconfigure the bridge typical section adding delineators to separate vehicle traffic from the trail; 2) Retain the speed limit of 55 mph and reconfigure the bridge typical section adding a special design traffic barrier to separate vehicle traffic from trail; and 3) provide a new bicycle/pedestrian bridge adjacent to the existing bridge over the Chattahoochee River.

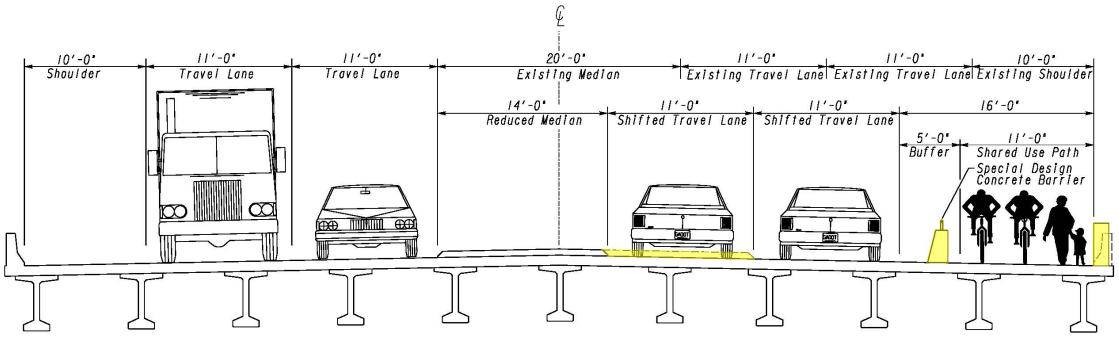
In the case of Options 1 and 2, **the 20-ft raised median would need to be reduced south of, north of, and on the bridge to 14-ft to accommodate the shared use path across the bridge.** The northbound travel lanes would need to be shifted to the inside. This reduced median width would require a Design Variance from GDOT; however, **Steve Mosher and Robert Moses have experience with GDOT Design Variances and previously obtained GDOT approval of a similar Design Variance on SR 9 for the City of Roswell.** Options 1 and 2 will likely require modification of the existing bridge barrier to meet the 42" height requirement for barrier adjacent to a shared use path. Option 2 would also require structural analysis to verify that the additional weight of the concrete traffic barrier does not negatively impact the existing bridge.

For a 55 mph roadway, a 6' traffic shift requires a minimum of 330' of length. South of the bridge the traffic shift can be accomplished before the SB left turn lane to the Recreation Area and north of the bridge the traffic shift can be accomplished before the SB left turn to Vista Bluff Drive. The existing northbound U-turn starting just North of the bridge would be eliminated. This would only impact access to one driveway, and it would still be accessible from the next U-turn approximately 900' farther north. See figures for Options 1 & 2 below. ***See figures for Options 1 & 2 below***

OPTION 1



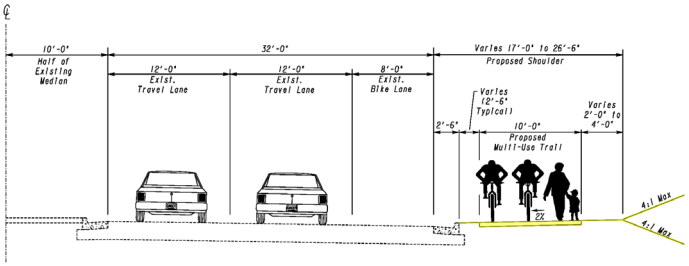
OPTION 2



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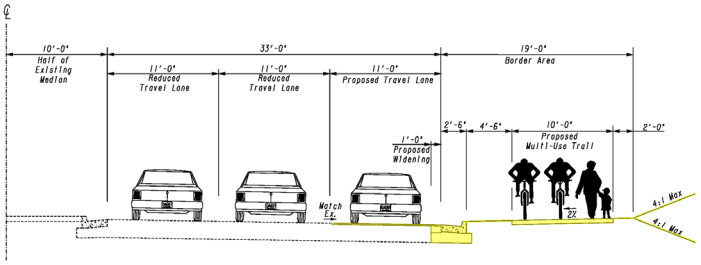
3.5 Project Understanding & Approach cont.

Multi-Use Trail/Shared-Use Path and Roadway: When the citizens cross the SUP along the bridge, they should be greeted by a connection to the 10-ft trail along the East shoulder of SR 141. Where a 8-ft existing paved roadway bikeable shoulder remains, the typical section for the Medlock Bridge Road would put the 10-ft shared use path offset 2.5-ft from the back of curb.



SR 141/Medlock Bridge Rd - NORTHBOUND
Chattahoochee River to Bobby Jones Dr.

Adding the SUP where there is already paved bikeable shoulder creates redundancy in bicycle accommodation utilizing more than 20-ft of ROW. An opportunity presents itself to utilize the existing 8-ft shoulder and convert to a third Northbound travel lane. Creating a third lane NB would partially complete the tier 3 vehicular project , VH301, from the North Fulton County Comprehensive Transportation Plan. **The improvement would require 1-ft of roadway widening along most of the corridor and potentially a 14-ft lane of widening at the right turn lanes to accomplish the third lane.** The existing 12-ft lanes would be striped to 11-ft to allow for three lanes on 33-ft of pavement. The third NB travel lane logical termini would be considered in concept The third lane could start as far south as Vista Bluff Dr and extend as far north as the improvements included in PI 0020927 SR141/Medlock Bridge Road at Old Alabama and State Bridge Road. See the Typical below.
See the Typical below.



SR 141/Medlock Bridge Rd - NORTHBOUND
Chattahoochee River to Bobby Jones Dr

We understand that the City of Johns Creek would prefer a trail that meanders along the East side of SR 141 to avoid utility poles and provide an aesthetically pleasing SUP that limits the cost of utility relocations. In areas where the utility poles are too close to a new third lane, Barge will suggest keeping a trail parallel to the roadway and the poles be moved to the back of the SUP. These items will be considered during concept design.

The SR 141/Medlock Bridge Rd Trail (SUP) will need to cross SR 141 at the intersection of Bobby Jones Drive utilizing 10-ft crosswalks and making modifications to the signal, pedestrian signal poles, and the existing island to accommodate the Trail.

Signal & Traffic: **To accommodate the trail(shared-use path) through the intersection of Bobby Jones Drive and SR 141/Medlock Bridge Road, modifications will be needed to the grassed islands, the pedestrian signal poles, and the cross walks.** Widening the sidewalk from 5-ft to 10-ft and widening the crosswalk to 12-ft wide. Barge will check and modify signal timing to accommodate the crossings of Bicycles and pedestrians.

In another option, this project could also include widening the roadway by 1' to include a third north-bound travel lane through the intersection of Bobby Jones Drive. In this case, the signal poles on the South-East corner of the intersection would be replaced to accommodate the right turn lane and the proposed Trail. Barge will evaluate the best value option for replacing with a new span wire signal or replacing with a mast arm signal. Radar detection will be utilized. This option will require a traffic engineering study and GDOT ICE Waiver to justify to GDOT, the addition of the third NB lane. Options will be vetted in the concept phase for need & purpose, cost, and community context.

ROW & Public Involvement: The Medlock Bridge Road Trail is expected to impact seven parcels, requiring ROW and Easements to construct the trail. The existing brick wall along the River Club Neighborhood will need to be replaced. Early coordination with the River Club neighborhood HOA during the concept phase can center around the Wall's current conditions. The city should negotiate the wall be replaced to allow space for the future Trail. If the wall is not in a condition where it needs immediate replacement, the City can handle during ROW acquisition. The other critical stakeholder is the Atlanta Athletic Club (AAC). The scoping concept currently expects ROW impacts to approximately 2100-ft in this parcel and will be critical to the cost of the project. It will be important to engage with the AAC early in concept and ensure improvements completed on this parcel do not trigger pushback from the club.

Utilities: Utilities and coordination will be critical to this project's successful delivery. Utilities in the area include multiple overhead and underground facilities including Georgia Power, Sawnee EMC, Verizon MCI, Lumen, Comcast, Fulton County Water & Sewer, Zayo, AGL, AT&T, and Johns Creek Fiber. Approximately 11 poles, currently within ROW are expected to be impacted by construction. These poles will need to be moved to the back of the proposed ROW, behind the proposed trail. **Where the existing utility poles are not within the clear zone of the travel lanes, the trail will be meandered to avoid relocating the utility poles.**

Underground utilities will be evaluated for conflicts with the closed drainage system and the trail itself. Utility relocation will be coordinated through 1st and 2nd submission utility owner markups.

Drainage and MS4: The closed storm sewer system will be analyzed for capacity due to the addition of roughly 0.85 ac of impervious improvements. The project will disturb over one acre earth. This project will not qualify for an MS4 Post Construction Stormwater Report (PCSR) Project Level Exclusion. **The footprint and the project outfalls will need to be defined early in the project to allow for early completion of the MS4 PCSR. Each outfall will need to be evaluated for infeasibility and a full GDOT MS4 PCSR will be required.**

Environmental: Rapid identification of site-specific environmental challenges—and those constraints that can drive a project's schedule—is a critical step in effective project execution. **The team appreciates that a thorough understanding of Section 106 of the National Historic Preservation Act and Section 7 of the Endangered Species Act and their respective processes are key factors in efficient, on-schedule project delivery.**

Another critical component of effective project execution is thoughtful and thorough communication. Our environmental team is experienced in coordinating with design engineers, the Office of Environmental Services (OES), the Office of Program Delivery, and the Office of Bridge Design and Maintenance throughout a project's lifetime. They are extremely knowledgeable in both Georgia DOT's Environmental Procedures Manual and Plan Development Process and have successfully met a variety of environmental challenges on a large number of bridge projects through constructive communication. The presence of any sensitive environmental resources will be addressed early and comprehensively with the project team to prevent project delays.

As a federally funded shared-use path project, the project will require a NEPA document. The project is anticipated to be documented as a Programmatic Categorical Exclusion (PCE) due to the low potential for environmental impacts. The project team would work closely to minimize impacts to ensure the project can be processed as a PCE.

The project area includes a number of key stakeholders, including the Atlanta Athletic Club, the Medlock Bridge Unit of the Chattahoochee River National Recreational Area, and numerous subdivisions. Active coordination with these key stakeholders, the City of Johns Creek, and the designers will be important to the success of this project, particularly in building consensus for the benefits of a shared use path in the project area. **An air screening analysis will be required, but as a shared-use path, the project would qualify for a Type III noise screening.**

Ecological resources will be a minor concern for this project. The project will provide a shared-use path connection to the south side of the SR 141 bridge over the Chattahoochee River, which is suitable habitat for a number of plant and aquatic species. **Field surveys will be conducted to identify the extents of waters of the US or state waters. Any minor impacts to waters will be closely coordinated with the design team** to ensure that the project meets the standards of a USACE Regional Permit and if needed, the

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3.5 Project Understanding & Approach cont.

Georgia EPD's requirements for a stream buffer variance. The project area is listed for protected plants, bats, insects, and fish species. Aquatic surveys will not be required for the state-protected fish species, based on recent coordination with Georgia DNR. Seasonal plant surveys are expected to be required, and special provisions for protected bats would be needed.

Cultural resources could be a concern for this project. Extensive subdivision development along the south side of SR 141 has most likely resulted in the loss of notable archaeological sites that had been previously identified in the area. However, the cultural resources team will revisit these sites during the Phase I Archaeology Survey and advise the project team on a strategy to avoid impacts to any contributing deposits. Similarly, the Medlock-Moore House located on the northwest corner of the SR 141 crossing of the Chattahoochee River appears likely to be eligible for the National Register; however, the project would not cause an adverse effect to this resource or the historic marker located on the property.



Management Approach

Strategic Value Approach: We understand the complex issues the City faces while delivering projects. **We understand there are often conflicting priorities between technical staff, city leadership, and procurement. To assist with this, on this project we will use the strategic value approach** to optimize value, including community insight, and environmental considerations.

- **Value Optimization** – This project has been programmed with a defined budget, but inflation continues to drive up the construction costs of infrastructure. The City of Johns Creek and Barge through efficient delivery and budgeting have been able to recently complete critical project components including concepts for the Medlock Bridge Road Trail and the Concept Report and Preliminary Plans for Medlock Bridge Road at Old Alabama Road and State Bridge Road. Our team will be mindful to engineer to budget and **find the best value solution to meet project goals, ROW constraints, and budget.** The best value solution can be validated at each project milestone and will be value engineered where possible. **For example, adding a third travel lane, requiring only 1-ft of additional pavement and new curb & gutter, helps gain the most value out of this project.**
- **Community Insight** – Compliance with Johns Creek's park and trail initiatives , the North Fulton Transportation Master Plan, and the requirements of GDOT require thoughtful design to address project needs and stakeholder concerns. Barge will use effective communication to efficiently deliver a safe project that addresses community input and regional planning, potentially including public meetings and information for the City's website, and meets the City's needs.
- **Environmental** – SR 141/Medlock Bridge Road Trail **through coordination with our environmental lead, Erin Murphy and GDOT OES will be designed to delivery balanced, effective solutions.** Barge will implement strategies that reduce impacts, manage stormwater runoff, and improve community impact to achieve positive environmental outcomes for the City of Johns Creek. **By carefully following Federal and State environmental requirements and designing to keep the environmental document to a Programmatic Categorical Exclusion (PCE), we ensure a thoughtful balance between sustainability and project progress.**

Project Team Delivery: We have deliberately structured our team with an intentional delivery mindset. As such, our management approach will employ the following strategies:

- Shortly after contract award, **our GDOT Local Administered Project(LAP) certified PM, Rakeem Jackson, will request an initial Task Order to immediately begin a concept design evaluation, including meetings with key Johns Creek stakeholders and GDOT to build consensus around the most practical design and delivery strategies.** We will include survey in the initial Task Order to obtain an accurate database to make the best design decisions possible in concept. We will make efficient use of design work previously completed by Barge in the City of Johns Creek Scoping Medlock Bridge Road Trail concept report.
- **Capitalize on the local corridor knowledge on SR 141/Medlock Bridge Road** that the Barge design team has gained by working on the Medlock Bridge Road Trail concepts and PI 0020927 Medlock Bridge Road at Old Alabama and State Bridge Road. Coordination completed with the Atlanta Athletic Club and design responses from GDOT has Barge in position to be proactive to project challenges.
- **Call on experience gained on the GDOT Large Encroachment permit** for PI 0020927 SR 141/Medlock Bridge Ridge Road at State Bridge Road and Old Alabama Road to efficiently kick off the project and anticipate required coordination with GDOT.
- Utilize Barge's knowlefge and **Scott Zehngraff's 30+ years of experience** as experts on GDOT signal design and knowledge of Johns Creek's preferences.
- Using a team limited to two firms to ease communication and coordination required on this project, allowing the team to be efficient in this aspect. **We will rely on the working relationship Barge has gained by successfully delivering projects with VHB's Erin Murphy, Alex Levy, and Jennifer Napier.**
- Use **Robert Moses' 30+ years of GDOT experience** to help our team efficiently evaluate design alternatives, and to efficiently produce a quality set of construction plans for the selected concept, as he has done throughout his career.

Robust Communications Plan: **Rakeem will implement a robust communications plan, based on his experience leading similar project teams and working as a consultant for the City of Johns Creek on a project with a GDOT PM,** to ensure risks are identified, conveyed, and managed in a timely manner. Detailed progress reports, monthly team meetings, and frequent follow-up on action items will form the plan's foundation. Importantly, Rakeem will manage beyond this basic approach to execute the following:

- Bi-weekly consultant team meetings to routinely review efforts to mitigate risks and update risk register
- Calls to the Johns Creek PM before status meetings with GDOT
- Coordination with Johns Creek staff before and after FPRs
- External communications plan with outreach strategies tailored to this project's stakeholders, where the city of Johns Creek is copied on all communications and Johns Creek has input on all decisions as they choose.

Proactive Schedule Management: Rakeem will take ownership of the project's schedule, creating a consultant work plan for all deliverables to meet Johns Creek delivery timeline, in advance of a typical GDOT P6 schedule.

Barge understands GDOT review times are often delayed when documents are submitted well in advance of the P6 schedule, Barge will be diligent in escalating when encountered with delayed reviews from GDOT SMEs. Milestones deliverable to be reviewed by GDOT will need to be submitted to the PM at least two weeks before the scheduled dates. As a value to Johns Creek, we will also seek opportunities to eliminate unnecessary PDP scope items by focusing on what the design requires.

Continuous Evaluation of Risks: Risk elements will be routinely evaluated, including constructability, right-of-way, utilities, permitting, public perception, and costs, using our tailored risk register. This will be a living document designed to prevent surprises by appropriately vetting each risk's cost and schedule impacts.

Quality Management Program: Barge's Quality Management Plan will include Quality Assurance / Quality Control reviews of all project milestone deliverables and reports.

- **Quality Assurance** - As part of the Quality Management Plan, Barge has identified Robert Moses, PE, as the technical lead for this project. As such, Robert is responsible for the ownership of the quality assurance process. He will facilitate the reviews as planned in the Quality management plan, and document when completed.
- **Quality Control** – Barge SMEs will review to confirm their discipline's deliverable is a quality product. Barge's PM, Rakeem Jackson, will initiate the multi-discipline milestone reviews at each phase of the project, and will document the review once the SMEs have reviewed and corrected the deliverable. Once the quality review is complete, Barge will coordinate the milestone submission with the confidence that no major comment will delay the project.

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3.6 Experience/Qualifications of Project Team of Similar Scope



Johns Creek 2020 On-Call, RFQ #20-154, TO #108, #124, & #132
Johns Creek, Georgia

Our team rapidly developed concept-level designs to define costs, utility impacts, right-of-way needs, and trail alignments, guiding both preliminary and final design. Improvements included roadway widening, additional through lanes, double and triple left-turn lanes, and 10-ft Share Use Path to pedestrian and bicycle accommodations. Barge coordinated closely with GDOT under a Large Encroachment Permit, identifying required signal modifications, ensuring environmental compliance, and completing the GDOT Post-Construction Stormwater Report as part of the abbreviated PDP process. Our traffic analysis supported the City's advancement of its preferred concept with GDOT, accelerating delivery while reducing risk and delivering a safe, efficient, multimodal corridor. Efforts on these Task Order included concept and design from the Chattahoochee River to North of State Bridge Road.

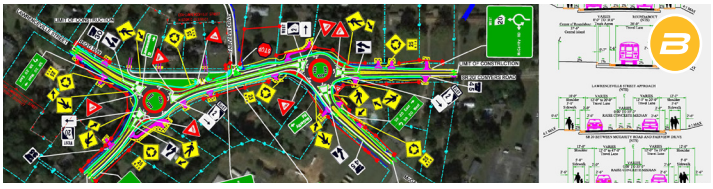
Key Project Elements:
- 10-ft Multi-Use Trail
- GDOT PDP - Large Encroachament Permit signal modifications
- GDOT Post Construction Stormwater Permit
- City Of Johns Creek and GDOT Coordination
- Easy coordination with adjacent Medlock Bridge Road Trail



Norcross Street Bridge Replacement
Atlanta, Georgia

Barge delivered concept development, survey and SUE database enhancements, environmental screening, public involvement, and a bridge hydraulic study for the Norcross Street Bridge replacement over Hog Wallow Creek in the City of Roswell. The Tier 1 TSPLOST 2 project addressed a load-posted structure recommended for replacement and incorporated a multi-use trail consistent with the City's Bicycle and Pedestrian Master Plan, while accommodating salvage of an existing pedestrian bridge for future reuse. To support future improvements, Barge also completed expanded survey and a corridor-level hydraulic study for approximately 7,500 feet of Hog Wallow Creek, including evaluation and replacement recommendations for additional crossings at Charles Place and Oxbo Road. All work was completed in general conformance with GDOT and FHWA requirements. The project was strategically structured to allow a seamless transition from local to federal funding, enabling the City to advance design while maintaining schedule and funding flexibility.

Key Project Elements:
- Multimodal Bridge Design: Integrated bridge, pedestrian, and trail elements.
- Hydraulic Analysis: Corridor-level studies informing resilient bridge sizing.
- Flexible Delivery: Structured to support future federal funding without delay.



SR 20 @ McGarity Road and Lawrenceville St
Henry County, GA

Barge as the engineer for this intersection reconstruction in Henry County, advanced two modern roundabouts to significantly improve traffic operations and safety. The project applied current GDOT design standards and incorporated a carefully engineered drainage system with post-construction BMPs to manage stormwater in full compliance with Georgia MS4 permit requirements. As a part of the design, Barge proposed a 10-ft shared- use path for bicycles and pedestrians. The project followed the GDOT PDP process and has been let to construction. The children from the surrounding neighborhoods will now have safe bike and ped accommodations through the intersection to the nearby school.

Key Project Elements:
- GDOT PDP Compliance: Followed GDOT's Plan Development Process to deliver fully compliant roadway and drainage design
- Multimodal Connectivity: Designed bicycle and pedestrian accommodations through a shared-use path that enhances safe, accessible travel.
- Stormwater Compliance: Completed GDOT MS4 Post-Construction Stormwater reporting to meet regulatory requirements.
- Community Access: Connected surrounding neighborhoods to continuous sidewalk networks providing safe routes to the nearby school.



City of Johns Creek, SR 120, Parsons Road to SR 141,
Fulton County, GA

VHB led environmental studies, NEPA reevaluation, and permitting for the SR 120 widening project from SR 141 to Parsons Road, now under construction. When federal funding delays threatened progress, VHB partnered with the City of Johns Creek to implement an accelerated delivery schedule that met federal let requirements. The project includes roadway widening with a center turn lane, sidewalks, a multiuse trail, and a new bridge crossing with significant WOTUS impacts. VHB secured Section 404 permits, stream buffer variances, and mitigation approvals, keeping the project compliant and on track for construction.

Key Project Elements:
- NEPA & Permitting: Led NEPA reevaluation and Section 404/stream buffer permitting for roadway widening with significant WOTUS impacts.
- Federal Let Acceleration: Implemented an expedited schedule that unlocked federal funding and advanced the project to construction.
- Mitigation Coordination: Secured wetland and stream mitigation approvals and fees to maintain compliance and schedule.

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3.6 Experience / Qualifications of Project Team of Similar Scope cont.

Our organizational structure for the SR 141 / Medlock Bridge Road Trail has been developed specifically to support the technical, regulatory, and schedule demands of a GDOT locally let, federally funded (Local Administerd Project - LAP) trail project. The team is structured to align experienced project leadership and discipline leads, to guide the completion of each task required to complete all the phases of the project—ensuring clear responsibility and efficient decision-making throughout the project lifecycle. **The Project Manager, Rakeem Jackson, serves as the single point of contact for the City and GDOT, supported by discipline-specific task leaders with direct experience delivering shared-use paths, trails and multimodal facilities adjacent to active roadways.** This structure allows work to progress concurrently across disciplines while maintaining consistent oversight of scope, schedule, and quality.

Beyond the core project team, each discipline is supported by Barge's regional bench of more than 650 professionals across the Southeast. This depth allows the team to surge resources during critical milestones, respond quickly to GDOT and FHWA reviews, and maintain momentum without disrupting the project schedule. **The result is a focused, responsive team with the capacity and experience required to deliver the Medlock Bridge Road Trail efficiently and in full compliance with City, State, GDOT, and federal requirements.**

CITY OF JOHNS CREEK

Principal-in-Charge/ Authorized Signatory
Stephen Mosher, PE, PTOE

Project Manager/ Client Service Leader
Rakeem Jackson, PE

Subject Matter Experts/ QA/QC
Stephen Mosher, PE, PTOE
Daniel Spann, PE

3.03 Complex Urban Roadway Design
Robert Moses, PE
Rachel Englert, PE
Amman Kebede, PE
Riley Clayburn, EIT

3.07 Traffic Operation Design
3.09 Traffic Control System Analysis, Design and Implementation
Scott Zehngraff, PE, PTOE
Cory Evans, PE
Geneva Dowdy, PE
Nadan Cho, EIT

3.12 H&H Studies (Roadway)
Jordan Hyatt, PE
David King, PE , CFM
Jonathan Shea, EI

3.13 Facilities for Bicycle and Pedestrians
Ben Nemec, PE
Daniel Spann, PE, PTOE
Rachel Englert, PE

5.01 Land Survey
5.02 Engineering Surveying
Robert Lux, LS, PLS
Drew Hathaway
Greg Suggs, PLS
Phil Kelley, LSIT

9.01 Erosion Sedimentation Pollution Control
Rakeem Jackson, PE
Jeff Vickery, PE
Sam Haywood, PE

1.09 Location Studies
Robert Moses, PE
Tommy Alexy, PE

1.06a NEPA
Erin Murphy
Todd Hill, AICP, PP
Jennifer Napier

1.07 Public Involvement
Erin Murphy
Allison Bell, AICP
Emily Bremmer

1.06c Air Studies
Spencer Pucci
Eric Nicoletti, PE
Jennifer Napier

1.06b History
Derek Anderson
Patrick Bowen
Regina Schuster

1.06f Archaeology
Andrew Pappas, RPA
Raphael Franca, RPA
Matt Lyons, RPA

1.06d Noise Studies
Spencer Pucci
Eric Nicoletti, PE
Lindsay Brendis

1.06e Ecology
Alex Levy, PWS
Michelle Baldwin
Matt Molini

1.06h Bat Surveys
Anna Romano
Jen Ross
Rachel Pack

1.06g Aquatics
Chris Crow
Jeff Pittman
Casey Dunn

Key Team Member Availability

Rakeem Jackson, Project Manager	70%
Robert Moses, Roadway Lead	55%
Scott Zehngraff, Traffic Lead	65%
Robert Lux, Survey Lead	55%
Jordan Hyatt, Stormwater Lead	55%
Erin Murphy, Environmental Lead	55%

Legend
BOLD indicates GA office location
Key indicates Key Staff w/ resume
* indicates license held in another state
full resumes for select staff can be found in the appendix

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3.7 Qualifications of Project Manager



Project Manager

Rakeem Jackson, PE

AVAILABILITY: **70%**

Professional Background

Rakeem is a professional engineer specializing in transportation design and project management. With 13 years of experience, he has expertly handled interchange improvements, bridge replacements, roadway widenings, sidewalk projects, and roundabouts. For the past nine years, Rakeem has spearheaded critical projects for state DOTs, including GDOT and ALDOT. His expertise has driven successful projects for local Atlanta municipalities such as Cobb County DOT, City of Atlanta, City of Johns Creek, and Henry County SPLOST.

Education

Bachelor of Civil Engineering, Auburn University, 2013

Professional Registrations

Professional Engineer in GA, SC

Certifications

GDOT LAP Certified

Years of Experience

13

Representative Project Experience

City of Johns Creek, On-Call Transportation Engineering Services, Johns Creek, GA
Role: Project Manager

Rakeem served as Project Manager for the City's on-call transportation contract, developing scopes and fees and leading concept-level design for multiple intersection improvements. Under Task Order #108, #124 and #132 he advanced concepts along SR 141 / Medlock Bridge Road at Old Alabama Road and State Bridge Road, adding through lanes, double and triple left-turn lanes, and accommodations for pedestrians and cyclists including a shared-use path providing multimodal connectivity to the Johns Creek Greenway. The work included traffic signal modifications, GDOT Large Encroachment Permit coordination, utility impact assessments, environmental documentation, and cost estimates to support expedited City decision-making.

Georgia Department of Transportation, 2021 RAID On-Call Contract, Georgia
Role: Project Manager

Rakeem managed multiple task orders under GDOT's RAID on-call program, supporting intersection reconstruction and rehabilitation projects, including roundabout implementations. He coordinated multidisciplinary design teams, reviewed plans and calculations, and ensured compliance with GDOT standards, drainage criteria, and MS4 post-construction stormwater requirements, demonstrating effective delivery under time-sensitive, task-order conditions. PI 0015916, completed under this contract included a shared use path adjacent to the dual roundabouts.

SR 237/Piedmont Road Widening, Buckhead Community Improvement District, Atlanta, GA Role: Project Engineer

This project located in the busy district of Buckhead widened SR 237 from five Lanes to seven lanes, provided intersection and signal improvements, and added additional pedestrian accommodations along the corridor including a 12-ft shared-use path. Rakeem coordinated the multidisciplinary design team, reviewed plans and calculations, and ensured compliance with GDOT standards, drainage criteria, and MS4 post-construction stormwater requirements. Coordination required flexibility in design and quick changes to ease stakeholder's R/W concerns. Mr. Jackson developed retaining wall profiles at critical locations where R/W concerns arose.

Fulton County / City of Atlanta DOT, Moores Mill Road Multimodal Improvements, Atlanta, GA Role: Technical Project Lead / Deputy Project Manager

Rakeem led roadway and multimodal design for improvements including pedestrian and bicycle crossings, shared-use paths, traffic signals, bus layover facilities, lighting, and ADA-compliant features. He assisted with scoping, fee negotiations, schedule and budget management, and coordinated with multiple stakeholders to deliver a federally funded project compliant with GDOT, Fulton County, and City of Atlanta standards.

Rock Quarry Road from Eagles Landing Pkwy to SR 42/SR 138, GA
Role: Project Engineer

This roadway widening project in Henry County widened roadway from 2 lane to an urban 4 lane divided corridor with Shared-Use path and sidewalks. The project utilized Restricted Crossing U-Turns(R-CUT) to limit the number of median crossings along the busy corridor. Rakeem completed the concept report for the project. This full PDP project utilized GDOT Standards and manuals

Georgia Department of Transportation, 2020 BB-2-5 Bridge Replacement, Georgia
Role: Project Manager / Roadway Lead

Rakeem led roadway design and project management for a GDOT bridge replacement involving the conversion of a multi-barrel CMP culvert to a two-lane bridge, expansion of the hydraulic opening, and roadway shoulder upgrades. He managed schedule, budget, and quality while coordinating roadway, drainage, structural, and environmental disciplines through GDOT PDP milestones, delivering an integrated, GDOT-compliant plan set.

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3.8 Project Schedule

PHASE/MILESTONE	Start	Finish
Concept Development	5/2026	12/2026
PIOH Meeting (if required)	12/2026	
Environmental Resources ID	5/2026	12/2026
Concept Approval	1/2027	
Preliminary Design & Plans	11/2026	4/2027
NEPA Tech Studies/ Document	2/2027	12/2027
Preliminary Field Plan Review (PFPR)	5/2027	
Utility Conflict ID & Resolution	1/2027	9/2027
NEPA Approval	3/2028	
ROW Plans	5/2027	8/2027
ROW Authorization	11/2027	
ROW Acquisition	12/2027	12/2028
Final Design & Plans	7/2027	2/2028
Environmental Permitting	2/2028	5/2028
Final Field Plan Review	11/2027	
Final Plans & Bid Documents	2/2028	7/2028
Advertisement & Bidding	10/2028	
LET to Construction	1/2029	
CRITICAL PATH SCHEDULE	NEPA Approval + ROW & Utilities **30-36 Months**	



The above consultant schedule has been created with a plan to beat a typical 42-46 month GDOT P6 Schedule. The success of the schedule management will depend on the teams ability to navigate long GDOT SME review times by making submittals early and escalating on GDOT SMEs when the review extend past the time allowed for review. **As a good consultant for the City of Johns Creek, we will always plan to beat the P6 schedule and try to beat our planned schedule where possible.**

3.9 References

City of Johns Creek
SR 141/Medlock Bridge Road at Old Alabama Road & State Bridge Road Concept
$67k (fee) $4.7M(const)
Chris Haggard
678-512-3253
chris.haggard@johnscreekga.gov

City of Roswell DOT
On-Call Transportation Services Contract,Including Structural Engineering Services
Cost varies by task order
Greg Nicolas
770-641-3704
gnicolas@roswellgov.com

Cobb County DOT
On-Call Transportation Services Contract
$235k(fee) $3M(Construction)
Rustavius Ford
770-420-6659
rustavius.ford@cobbcounty.org

GDOT Office of Traffic Operations
Roundabout and Alternative Intersection Design On-Call
Cost varies by task order
Oladimeji Onabanjo
404-635-2830
oonabanjo@dot.ga.gov

Gwinnett County DOT
On-Call Traffic Engineering Services Contract
Cost varies by task order
Veronica Finol
770-822-7485
veronica.finol@gwinnettcounty.com

> Barge goes above and beyond managing their resources, including staff and subconsultants. The consultant stays within the scope of the project and works well independently. Consultant is meeting expectations managing the project, working independently, staying within scope, and communicating with GDOT staff has met all major milestones ahead of schedule with no PCRF's **-Sheimicka Freeman, GDOT PM**

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Additional Submittal Requirements (insert after 3.5 - 3.8)

1. Firm Name/Primary Contact

BARGE DESIGN SOLUTIONS, INC.
Rakeem Jackson, PE
2839 Paces Ferry Road SE, Suite 850
Atlanta, GA 30339
770-628-7658
rakeem.jackson@bargedesign.com

Steve Mosher will execute the contract and any required forms as our local VP with signature authority.

FORMER FIRM NAMES

Barge Waggoner Sumner and Cannon, Inc.

OFFICIAL GEORGIA ADDRESS

Our official office address is listed above. Barge has four offices in Georgia—Atlanta, Peachtree Corners, Columbus, and Savannah.

JOINT VENTURE PARTNER INFORMATION

N/A

LOCATION PERFORMING THE MAJORITY OF THE WORK

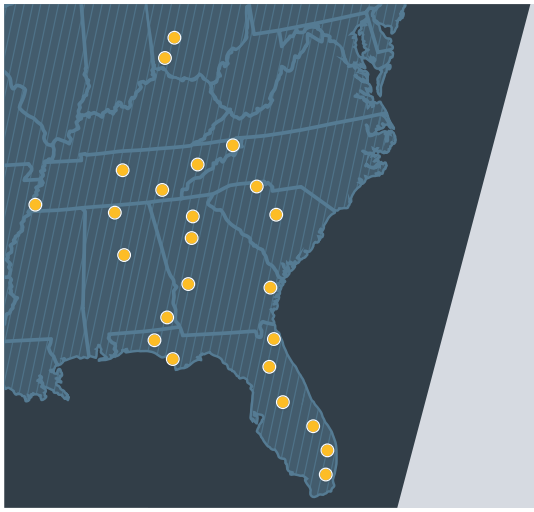
Barge's Atlanta, Georgia, office will manage and execute the majority of the work on this contract. Additional resources are available in Barge's other Georgia offices—Peachtree Corners, Columbus, and Savannah as well as our other 21 offices across the Southeast.

2. Number of Employees in Georgia

Barge:
Average – 73 (2023), 107 (2024), 128 (2025)
Max – 78 (2023), 110 (2024), 132 (2025)

VHB:
Average – 32 (2023), 41 (2024), 55 (2025)
Max – 33 (2023), 44 (2024), 65 (2025)





Tennessee
Nashville (HQ)
Knoxville
Chattanooga
Memphis
Kingsport

Georgia
Atlanta
Columbus
Peachtree Corners
Savannah

Alabama
Birmingham
Dothan
Huntsville

South Carolina
Columbia
Greenville

Ohio
Dayton
Cincinnati

Florida
Miramar Beach
Panama City
Jacksonville
Gainesville
Orlando
West Palm Beach
Margate
Miami

Barge Design Solutions, Inc., is an engineering and architecture firm focused on improving the lives of its people, clients, and communities. With diverse, in-house, multidisciplinary practice areas, the 650+ person employee-owned company serves clients nationwide from multiple U.S. locations. Barge is ranked No. 160 on Engineering News-Record's (ENR) 2025 Top 500 Design Firms list.

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Additional Submittal Requirements (insert after 3.5 - 3.8)

3. Brief Description of All Relevant or Related Projects Within the Last 5 Years

Project	Key Personnel and Support	Project Owner and Contact	Where Work Was Performed	Cost
Medlock Bridge Road at State Bridge Road Concept, Johns Creek, GA — Design of intersection and roadway improvements including multi-use trail connection from Bobby Jones Drive to Old Alabama Road. Work began with concept and has continued into preliminary design and right-of-way plans	Rakeem Jackson, Robert Moses, Scott Zehngraff, Rachel Englert, Riley Clayburn	City of Johns Creek Chris Haggard 678-512-3253	Atlanta, GA	$694k (fee) $6.5M (Const)
Williams Road Improvements, Gwinnett County, GA — Sidewalk, Storm Drainage Improvements, Traffic Signal Replacement/Upgrade, Waterline Relocation	Robert Moses, Scott Zehngraff, Riley Clayburn, Cory Evans	GCDOT Yulian Kebede (770) 822-7450	Gwinnett County, GA	$315k (fee) $1.6M (Estimated Const)
SR 20 at McGarity Road and Lawrenceville Street Dual Roundabouts, Henry County, GA — Two single lane roundabouts designed to improve traffic congestion and safety, added a shared-used path to accommodate the pedestrians and cyclists within the area.	Rakeem Jackson, Riley Clayburn, Jonathan Shea, Sam Haywood, Rachel Englert, Tommy Alexy	GDOT Courtney Cedor 404-599-4530	Atlanta, GA	$418K (Fee) $6.2M (Const)
Medlock Bridge Road Multi-use Trail Concept, Johns Creek, GA — Concept for the multi-use trail along Medlock Bridge Road	Rakeem Jackson, Robert Moses, Rachel Englert, Riley Clayburn	City of Johns Creek Chris Haggard 678-512-3253	Atlanta, GA	$31K (Fee)
South Gordon Road at Pisgah Road Roundabout, Cobb County, GA — Single-lane roundabout at the intersection of Pisgah Road and South Gordon Road, including sidewalks	Rakeem Jackson, Riley Clayburn, Rachel Englert, Steve Mosher, Tommy Alexy	CCDOT Jenny Lee 770-528-1637	Atlanta, GA	$233K (Fee) $2.8M (Const.)
Norcross Street Bridge Replacement Concept, Roswell, GA — Bridge replacement over creek to accommodate multi-use trail and other pedestrian amenities	Bassem Tannir, Ronny Huang, Hongyang Wu	City of Roswell DOT Greg Nicolas 770-641-3704	Atlanta, GA	$270k (Fee)
Memorial Drive Sidewalk, Atlanta, GA — New continuous sidewalk and sidewalk repairs along Memorial Drive from Stovall Street SE to Howell Drive SE in Atlanta, GA.	Scott Zehngraff, Riley Clayburn, Rachel Englert, Robert Moses, Cydney Freeman, Jeff Vickery	City of Atlanta DOT Monte Lester 770-694-8507	Atlanta, GA	$35.9K (fee) $400K (const estimate)
Oxbo Road Multi-Use Trail Concept, City of Roswell DOT — Concept design for multi-use path to be constructed along the south side of Oxbo Road in Roswell, Georgia.	Jeff Vickery, Robert Moses, Rachel Englert, Riley Clayburn	City of Roswell DOT Greg Nicolas 770-641-3704	Roswell, GA	$187.5K (fee) $2.8 million (const estimate)
East Callaway Road Sidewalk , Cobb County DOT — Construction plans to add sidewalk along one side of a local street in Marietta, Ga. Project followed a modified GDOT PDP process.	Rakeem Jackson, Rachel Englert, Robert Moses, Amman Kebede, Riley Clayburn	CCDOT Elijah Slaughter 678-260-0815	Cobb County, GA	$139k (fee) $514k (Construction)
John Ward Road Sidewalk And Bridge Improvements, CCDOT — Pedestrian safety improvements including new sidewalk and widening of existing bridge along John Ward Road from Wilshire Drive to Irwin Road in Marietta, Georga.	Steve Mosher, Rachel Englert, Jeff Vickery	Cobb County DOT Rustavius Ford 770-420-6659	Cobb County, GA	$395K (fee) $1.1 million (const)
SR 11/ SR 49 @ N Houston Lake Blvd (RAB); Houston Co. MOSD, GDOT — Hybrid roundabout designed to solve safety issue in the intersection. As part of the design a shared-use path was added to accommodate the state bike route.	Rakeem Jackson, Amman Kebede, Robert Moses, Riley Clayburn, SCott Zehngraff	GDOT OPD Jeff Gaines 404-424-9054	Houston County, GA	$633k (fee) $4.1 mil (construction)
SR 247 @ Anthony Rd; Bibb Co. Final Design, GDOT — Concept through final design to convert the existing signalized intersection into a single-lane roundabout to reduce crash frequency and severity.	Jeff Vickery, Robert Moses, Rachel Englert, Riley Clayburn, Scott Zehngraff	GDOT Destinie Seide 404-424-9042	Macon, GA	$798K (fee) $3.2 million (const estimate)



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Additional Submittal Requirements (insert after 3.5 - 3.8)

4. Organizational Chart

(Organizational Chart is located in the Technical Proposal, pg. 5)

5. Brief Descriptions of Key Personnel



Scott Zehngraff, PE, PTOE

Traffic Design Lead

Education

BS, Civil Engineering Technology, Georgia Southern University, 1994

Professional Registrations

PE in GA

Professional Traffic Operations Engineer

Years of Experience

31

Scott is a senior traffic engineering leader with decades of experience delivering safe, efficient transportation solutions. As Traffic Lead, he will guide traffic operations, intersection design, access management, signal design and innovative solutions—bringing proven GDOT RAID, safety, and ITS expertise to support data-driven mobility solutions for Johns Creek.

Representative Project Experience

- Medlock Bridge Road at Old Alabama and State Bridge Road, Johns Creek, GA
- GDOT, RAID On-Call Contract, Statewide, GA
- 13th Ave @ 17th St and @ Linwood Boulevard Intersection Improvements, Columbus, GA



Robert Moses, PE

Roadway Lead

Education

MS, Georgia Institute of Technology, 1993

BS, Civil Engineering, Johns Hopkins University, 1989

Professional Registrations

PE in GA

Years of Experience

32

As Roadway Lead, Robert will deliver safe, efficient roadway improvements, bringing proven experience in widenings, sidewalk, trail, bridge and intersection projects, and supporting design disciplines to provide practical, high-quality solutions. Robert's 30+ years of GDOT Experience has made him an expert in GDOT Plans devleopment process and GDOT design standards

Representative Project Experience

- Medlock Bridge Road at Old Alabama and State Bridge Road, Johns Creek, GA
- Medlock Bridge Road Multi-Use Trail Concept, Johns Creek, GA
- US 78/Stone Mountain Highway at W. Park Place Blvd & E. Park Place Blvd
- Houston County Roundabout, Perry, GA
- Newton County Roundabout, Covington, GA



Jordan Hyatt, PE

Stormwater Engineering Lead

Education

BS, Environmental Engineering, Georgia Institute of Technology, 2016

Professional Registrations

PE in GA

Years of Experience

11

Jordan supports civil and stormwater projects with expertise in H&H analysis, FEMA compliance, and MS4 permitting. For Johns Creek, he develops hydraulic models and MS4 applications, leveraging municipal experience across Georgia and the Southeast to deliver efficient, high-quality solutions.

Representative Project Experience

- Medlock Bridge Road Bioretention, Swale, and BMP Sizing/Design, Johns Creek, GA
- Cauley Creek Park Stormwater BMP Design, Johns Creek, GA
- SR 141/Medlock Bridge Rd at Old Alabama and State Bridge Rd GDOT Post Construction Stormwater report, Johns Creek, GA
- West Park Pl Blvd - Post Construction Storm Water Report, Gwinnett County DOT



Robert Lux, LS, PLS

Survey Lead

Education

Bachelor of Science, Surveying Engineering Technology, State Univ of NY College of Technology at Alfred, 1998

Professional Registrations

LS in GA, VA, SC, SD

PLS in MD, AL, WA, OR, ND

Years of Experience

32

Robert Lux brings 32 years of surveying and geomatics experience and will serve as Land Survey Lead, providing GDOT-compliant geodetic control, GPS, boundary, topographic, and transportation surveys to support accurate, design-ready data.

Representative Project Experience

- Cauley Creek Park Topographic Survey, Johns Creek, GA
- CR 29 (Martins Mill Road) Bridge Replacement, Putnam County, GA
- SR 17 Widening, Elbert & Wilkes Counties, GA
- Airport Road at Mossy Creek Tributary, GA



Erin Murphy

Environmental Lead

Education

MHP, Heritage Preservation, Georgia State University, 2007

BA, International Relations, Boston University, 2003

Years of Experience

19

Erin serves as VHB's Environmental Services Director, leading NEPA documentation, environmental permitting, and public involvement for state and federally funded projects. She delivers EAs, CEs, and GEPA reports and secures Section 404, Section 106, and Georgia EPD stream buffer approvals to keep projects compliant and moving forward.

Representative Project Experience

- City of Johns Creek, SR 120 from Parsons Road to SR 141, PI No. 0012788, Fulton County, GA
- Fulton County, New Hope Road Sidewalks, PI No. 0012637, Fulton County, GA
- Rockdale County, Rockdale River Trail Extension, PI #0017821, Rockdale County, GA

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Appendix A: Resumes

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Appendix A Resumes



Roadway Lead

Robert Moses, PE

AVAILABILITY: **55%**

Professional Background

As Barge's Roadway Lead for this contract, Robert will ensure that all roadway improvements are safe, efficient, and thoughtfully designed to meet community needs. Robert has successfully led projects including road widenings, bridge replacements, intersection improvements, and supporting infrastructure such as noise walls, and environmental documentation. His broad technical experience spans hydraulic modeling, roadside safety, erosion control, signing and marking, and right-of-way planning, enabling him to anticipate challenges and deliver practical, high-quality solutions for the City's transportation network.

Education

Master of Science, Georgia Institute of Technology, 1993

Bachelor of Science, Civil Engineering, Johns Hopkins University, 1989

Professional Registrations

Professional Engineer in GA

Years of Experience

32

REPRESENTATIVE PROJECT EXPERIENCE

SR 141/Medlock Bridge Rd at Old Alabama Rd & State Bridge Rd (PI Nos. 0017845 & 0020927), Johns Creek, GA — Role: Roadway Lead

Our team quickly developed concept-level designs, identifying costs, utility impacts, and right-of-way requirements, which guided the preliminary and final design phases. The improvements included roadway widening, added through lanes, double and triple left-turn lanes, and enhanced accommodations for pedestrians and cyclists. Barge also identified necessary signal replacements/modifications, coordinated with GDOT through a Large Encroachment Permit, and ensured environmental compliance. Traffic analysis, Intersection Control Evaluation (ICE), and evaluation of conventional and alternative designs—including hybrid CFI/Thru-U options—enabled the City to select a preferred concept. Barge's proactive planning, coordination, and technical expertise helped accelerate project delivery, reduce risks, and provide safe, efficient, and multimodal solutions that enhance mobility and accessibility for the community.

Cobb County DOT, South Gordon Road and Pisgah Road and Crossing Creek Roundabout, Cobb County, GA — Role: QA/QC

This project proposes a single-lane roundabout at the intersection of South Gordon Road at Pisgah Road/Crossing Creek Place including sidewalks at select locations. The single-lane roundabout is expected to improve the overall operational level of service (LOS) of the intersection in the design year (2046) from an unacceptable LOS "F" to LOS "B" as compared with no intersection improvements. The single-lane roundabout is also expected to improve the right-angle crash pattern observed for vehicles traveling south from Pisgah Road. Robert was responsible for the quality control of the design and plan production of this new roundabout.

I-285/SR 8 Interchange Reconstruction and SR 8 from I-285 to SR 280, Fulton County, GA — Role: Roadway Lead

This is a 1.8-mile two-to-three-lane widening project including reconstructing the existing diamond interchange as a diverging diamond interchange with a new bridge structure. This project included a scoping phase where multiple typical sections and intersection and interchange improvements were evaluated. A roundabout was evaluated at the SR 8 at SR 280 intersection. The project was coordinated with the D.L. Hollowell Boulevard "road diet" project to the east and the D.L. Hollowell Boulevard/Fulton Industrial Boulevard intersection improvement project to the west. The contract included traffic analysis, environmental screening, and stakeholder involvement.

SR 17 Widening from Vinson Road to North of Robinwood Lane, Wilkes and Elbert Counties, GA — Role: Roadway Lead

Barge developed the design to widen SR 17 from two to four lanes, following GDOT and AASHTO criteria. The scope included field surveying, bridge hydraulics, structural design, and coordination with design, traffic, and environmental teams. Barge delivered three miles of the ten-mile corridor, providing a safe, efficient, and constructible roadway design while maintaining integration with adjacent projects. The completed design offers a high-quality solution that improves traffic flow and supports long-term corridor performance.

Oxbo Road Multi-use Trail Concept, Roswell, GA — Role: Roadway Lead

Barge prepared a concept design for a multi-use trail along Oxbo Road as part of the City of Roswell's on-call transportation services contract. The project spans approximately one mile along the south side of Oxbo Road, from Pleasant Hill Street to Grimes Bridge Road. This segment of Oxbo Road is classified as a local road with a posted speed limit of 35 mph.

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Traffic Design Lead

Scott Zehngraff, PE, PTOE

AVAILABILITY: **65%**

Professional Background

Scott is a traffic engineering leader with decades of experience managing complex transportation operations and delivering safe, efficient traffic solutions. As Barge's Traffic Lead for this contract, he will provide expert guidance on traffic signal operations, intersection design, access management, and innovative traffic solutions to enhance mobility and safety throughout the city. His experience with GDOT's Roundabout and Alternative Intersection Design (RAID) program, coupled with leadership across traffic operations, safety, and ITS programs, ensures Johns Creek will benefit from proven, data-driven strategies that balance efficiency, safety, and community needs.

Education

Bachelor of Civil Engineering Technology, Georgia Southern University, 1994

Professional Registrations

Professional Engineer in GA
PTOE: Professional Traffic Operations Engineer

Years of Experience

31

REPRESENTATIVE PROJECT EXPERIENCE

GDOT Roundabout and Alternative Intersection Design (RAID) On-Call Contract, Statewide, GA – Role: Project Manager

Barge is the prime consultant for GDOT's Roundabout and Alternative Intersection Design (RAID) team under a transformative five-year contract. This partnership allows us to deliver on-demand engineering expertise for roundabouts and alternative intersections across Georgia. Our scope includes comprehensive design projects, Intersection Control Evaluation (ICE) analyses, and innovative design concepts in collaboration with GDOT's Office of Program Delivery. Since coming to Barge, Scott has reviewed design plans, concepts and traffic studies; he has assessed existing intersections for safety/operational improvements and has supported design policy development and he has taken over as the Project Manager for the contract.

GDOT Office of Traffic Operations, Statewide, GA — Role: Assistant State Traffic Engineer

Scott led a team of 49, overseeing critical operations across multiple sections. He managed Traffic Signal Permitting, Speed Limits, Access Management, and a $30M/year Operational Improvement Program. He directed Plan Review/RAID, served as a Roundabout and Alternative Intersection expert, and handled Crash Data and Fatality Reporting. Scott managed the $100M+/year Safety Project Program, including Bike/Ped initiatives, and supervised Signal Timing, Maintenance Contracts, and a $12M/year Upgrade Program. Additionally, he led ITS Construction Inspection and a $10M/year Maintenance Contract, ensuring efficient traffic management.

GDOT District 1 Traffic Operations, Gainesville, GA — Role: District Traffic Engineer

Scott managed a team of 18, including three engineering managers, overseeing district traffic operations. He ensured compliance with traffic policies, reviewed reports, maintained signals, processed permits, designed traffic control devices, and assessed construction plans for safety. He also conducted accident site inspections, managed special inventories, and led traffic studies.

Traffic Engineering QA/QC Experience

Signal Plan Reviews

- West Park Place (3 signals)
- Level Creek PHB
- Buford Hwy/Lenox Rd (4 signals)

Roundabout Design Assistance

- Buffington Rd Roundabout, Fulton County
- SR 247 / US 41 @ Anthony Rd (PI 0017395)
- SR 61 @ Cass White Rd (PI 0019056)
- SR 12 US 278 @ SR 36/SR 142 (PI 0019706)
- SR 11 @ Houston Lake Rd (PI 0019838)
- SR 61 @ SR 140 (QR project)
- SR 162 @ SR 212, Newton (PI 0013860)
- Summerville Bypass, Chattooga (PI 621082)
- US 441 Widening, Laurens (PI 0019465)
- SR 54 @ I-85, Troup (PI 0018022)
- SR 54 @ Gordon Rd, Coweta (PI 0018330)

Traffic Engineering Studies

- Level Creek Rd/North Gwinnett High School (PHB)
- SR 12/US 278 @ SR 36/SR 142 (ICE/ roundabout)
- Johnson Ferry Rd @ Glenridge / Glenairy *(B/C analysis)*
- Thomas County (4 intersections, PI 0019472)
- Tanger Blvd @ Indian Creek Rd (roundabout)

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H&H Studies

Jordan Hyatt, PE

AVAILABILITY: **55%**

Professional Background

Jordan Hyatt, PE brings 11 years of hydrologic and hydraulic engineering experience and will serve as Lead H&H Engineer for the City of Johns Creek effort. He specializes in bridge hydraulics, floodplain analysis, and municipal drainage modeling, with extensive experience preparing HEC-RAS and SWMM models, GDOT bridge hydraulic reports, and FEMA No-Rise studies. Jordan's background includes direct coordination with GDOT, FEMA, and municipal stakeholders, delivering defensible analyses that support permitting, design, and accelerated project delivery in urban and environmentally sensitive corridors.

Education

Bachelor of Science, Environmental Engineering, Georgia Institute of Technology, 2016

Professional Registrations

Professional Engineer in GA

Years of Experience

11

REPRESENTATIVE PROJECT EXPERIENCE

Georgia Department of Transportation, Hydrological and Hydraulic Study for Bridge Replacement, Wilkes County, GA — Role: Project Engineer

Jordan prepared detailed HEC-RAS hydraulic models and authored the GDOT bridge hydraulic report in support of a bridge replacement project, providing a defensible basis for design and regulatory review. His analysis included comprehensive watershed characterization, development of design storm discharges, and evaluation of existing and proposed hydraulic conditions to assess backwater effects, bridge opening adequacy, and roadway overtopping risk. Jordan performed bridge clearance and scour analyses in accordance with GDOT and FHWA guidance and completed a FEMA-compliant No-Rise study, addressing both riverine flooding and coastal storm surge influences where applicable. The resulting documentation supported GDOT and FEMA coordination, confirmed floodplain compliance, and informed design decisions that minimized permitting risk while maintaining hydraulic performance and public safety.

Georgia Department of Transportation, Hydrological and Hydraulic Study for Camden County Bridges, GA — Role: Project Engineer

Jordan developed detailed HEC-RAS hydraulic models using RAS Mapper to support bridge replacement design, integrating USGS stream gage data, watershed runoff calculations, and applicable FEMA technical guidance to establish accurate boundary conditions and design flows. His analysis evaluated existing and proposed backwater conditions, bridge opening hydraulic capacity, and potential scour impacts to confirm structural and roadway performance during design storm events. Jordan's modeling results were documented in a clear, defensible format that supported GDOT hydraulic review, permitting coordination, and informed design decisions, reducing risk and ensuring compliance with state and federal floodplain requirements.

Cumberland CID / Chattahoochee River National Recreation Area, Paces Mill Unit Rehabilitation Hydraulic Study, Atlanta, GA — Role: Project Engineer

Jordan updated the Effective FEMA HEC-RAS model for the Chattahoochee River and prepared a FEMA-compliant No-Rise submittal to support proposed site and infrastructure improvements. His analysis confirmed floodplain compliance within a highly regulated river corridor, supporting park access, stormwater management, and river access enhancements. The approved submittal demonstrated Jordan's ability to deliver defensible hydraulic analyses while effectively coordinating within sensitive waterways and federal regulatory frameworks.

City of Germantown, Master Drainage Plan – Phase 3, Germantown, TN
Role: Project Engineer

Jordan developed SWMM models to evaluate existing drainage conditions, identify system deficiencies, and assess improvement alternatives. The work supported municipal decision-making for capital improvements and long-term stormwater planning under development pressures similar to those faced by Johns Creek.

Metro Water Services, Stormwater Master Plan, Nashville, TN
Role: Hydraulic Modeler

Jordan supported a multi-year stormwater master planning effort, performing SWMM modeling, deficiency analysis, and concept-level improvement development. His work helped prioritize drainage upgrades to manage increased development density and reduce flooding risk across an urban system.

Gwinnett County Department of Water Resources, Lower Yellow River Stormwater System Analysis, Lawrenceville, GA — Role: Project Analyst

Jordan contributed to a GIS-based stormwater inventory and PCSWMM model for a 20-square-mile watershed with more than 5,000 pipes and channels. The analysis improved floodplain understanding and infrastructure sizing, directly applicable to North Fulton County hydrologic conditions.

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Land Survey Lead

Robert Lux, LS, PLS

AVAILABILITY: **55%**

Professional Background

Robert Lux brings 31 years of surveying and geomatics experience and will serve as Land Survey Lead for this project. His background includes high-order geodetic control, GPS, boundary and ALTA surveys, topographic and construction surveys, and bridge and highway surveys, providing reliable data to support efficient design delivery. Bob has a strong working knowledge of GDOT survey standards, including the Automated Survey Manual, Electronic Data Guidelines, and OpenRoads Survey Data Processing Guidelines, ensuring survey data is compliant, accurate, and design-ready.

Education

Bachelor of Science, Surveying Engineering Technology, State Univ of NY College of Technology at Alfred, 1998

Professional Registrations

LS in GA, VA, SC, SD

PLS in MD, AL, WA, OR, ND

Years of Experience

32

REPRESENTATIVE PROJECT EXPERIENCE

City of Johns Creek, Cauley Creek Park Topographic Survey, Johns Creek, GA — Role: Lead Surveyor

Bob led the field topographic and boundary survey for a 195-acre park site along the Chattahoochee River. His work included collecting detailed 3D topographic features, performing tree surveys, and establishing survey control using RTK GNSS/GPS tied to the Georgia State Plane Coordinate System. He delivered a comprehensive Civil 3D mapping database with aboveground features and surface modeling to support planning and design, demonstrating direct familiarity with City of Johns Creek standards, coordination practices, and expectations.

Georgia Department of Transportation, CR 29 (Martins Mill Road) Bridge Replacement over Little River, Putnam County, GA` — Role: Surveyor

Bob managed survey services for a bridge replacement project including right-of-way, topographic, river, and bridge surveys. He established horizontal and vertical control using GPS, differential leveling, and conventional traversing, conducted deed research and property resolution, and prepared a complete OpenRoads survey database with control sketches and adjustment results. His work fully complied with GDOT survey standards, supporting efficient design development and agency review.

Mott MacDonald / GDOT, SR 17 Widening, Elbert and Wilkes Counties, GA — Role: Surveyor

Bob supported the widening of 12.2 miles of SR 17 from two lanes to four lanes by performing database, right-of-way, topographic, and bathymetric surveys, along with deed research and property resolution. He developed digital terrain models and delivered GDOT-compliant survey files, coordinating closely with roadway design teams to ensure accurate, design-ready data across a large, multi-county corridor.

TranSystems Corporation, Airport Road Bridge Replacement over Mossy Creek Tributary, GA — Role: Project Manager

Bob managed survey personnel and deliverables for a bridge replacement project, overseeing geodetic control, right-of-way surveys, topographic surveys, creek surveys, and bridge surveys. He processed GPS observations and traverse adjustments and delivered a GDOT-compliant InRoads survey database, ensuring survey accuracy, schedule adherence, and seamless integration with roadway and structural design.

City of Roswell, Standby Transportation Services – Norcross Street Bridge Replacement, Roswell, GA — Role: Surveyor

Bob provided survey and database support for the replacement of the Norcross Street bridge over Hog Wallow Creek. His contributions supported concept development, environmental screening, public involvement, and bridge hydraulic studies, demonstrating his ability to deliver responsive, on-call survey services for municipal transportation projects under active stakeholder and schedule constraints.

Georgia Institute of Technology, Ferst Drive Improvements, Atlanta, GA — Role: Surveyor

Bob performed detailed topographic surveys along Ferst Drive and Tech Parkway, locating pavement edges, curbing, drainage structures, utilities, and site features within a dense urban campus environment. He developed Civil 3D drawing files with contours and linework, integrating field data with Georgia Tech base files to support roadway and multimodal improvements.

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Environmental Lead

Erin Murphy

AVAILABILITY: **55%**

Professional Background

Erin serves as VHB's Environmental Services Director, leading NEPA and state-funded environmental delivery for complex transportation projects. She authors key NEPA documents—including Environmental Assessments, Categorical Exclusions, and GEPA reports—and directs permitting strategies that secure USACE Section 404 approvals, navigate challenging Section 106 consultations, and obtain Georgia EPD stream buffer variances. As a qualified architectural historian, Erin brings specialized cultural resource expertise, strengthening compliance and risk management. She also leads public involvement programs, aligning GDOT engagement requirements with the broader NEPA process to maintain momentum, transparency, and stakeholder trust.

Education

MHP, Heritage Preservation, Georgia State University, 2007

BA, International Relations, Boston University, 2003

Years of Experience

19

REPRESENTATIVE PROJECT EXPERIENCE

City of Johns Creek, SR 120 from Parsons Road to SR 141, PI No. 0012788, Fulton County, GA— Role: Project Lead.

Erin led the completion of all special studies (Ecology, Archaeology, History, Air, Noise), NEPA Reevaluation, and Permitting for this proposed project to widen SR 120 between SR 141 and Parsons Road. The project, which is currently under construction, includes a central turn lane/ median, along with sidewalks and a multiuse trail. The federally funded project was authorized for right-of-way in 2017 but was on hold until 2024 while funding for construction was identified. In the spring of 2023, the City of Johns Creek identified an opportunity to utilize unallocated federal funds from GDOT, but only if the project could be certified for let within the federal fiscal year. Erin worked closely with the City and the design team to develop and implement a schedule to deliver the project on a highly expedited schedule. The project included notable impacts to Waters of the US, including a new bridge at Johns Creek, which created particular challenges in securing wetland and stream mitigation credits within the watershed. VHB worked closely with the City to support their acquisition of credits and in lieu fees to deliver the 404 permit and stream buffer variance on time.

Fulton County, New Hope Road Sidewalks, PI No. 0012637, Fulton County, GA Role: Project Lead

Erin managed this project to construct two miles of sidewalks within the Sandtown community, just outside of the city limits of Atlanta. Despite the minor nature of the work, the project area has a large number of environmental constraints. The project is located almost entirely within National Register eligible historic districts with numerous contributing landscape features. Due to the lack of a shoulder on the roadway and due to topography, project construction would require large permanent easements for the construction of slopes. Erin worked closely with project designers to minimize impacts to these historic districts. In addition, she managed the efforts of the entire environmental team, including the ecology, archaeology, and air/noise special studies. This project required extensive navigation of the transition from local administration by Fulton County to the City of South Fulton. The project was let for construction in January 2024.

Rockdale County, Rockdale River Trail Extension, PI #0017821, Rockdale County, GA Role: Project Lead

As Environmental Services Director, Erin has supervised the completion of all special studies, including the completion of the ecology resource survey, historic resource survey, and Phase I archaeological survey. Erin's team has worked closely with the project design team to develop a concept that minimized impacts to environmental resources for this approximately four-mile trail system, thereby avoiding a costly and time-consuming Individual Section 4(f) evaluation. By working closely with the local government on this locally administered project, VHB and the design team have developed a concept that reduces the potential for controversy within this residential area while providing needed alternative transportation modalities for access to nearby schools and parks.

Relevant Experience Utilizing Applicable Processes, Manuals, or Guidance

As demonstrated by her professional experience, Erin possesses a thorough understanding of the entire range of GDOT processes, including the Plan Development Process (PDP) and Environmental Procedures Manual (EPM). She works regularly with TPRO, P6, and ProjectWise. Erin has a thorough understanding of all state-funded procedures, GEPA guidelines, FHWA NEPA regulations, Section 4(f) guidance, Section 106 of the National Historic Preservation Act (NHPA), the Clean Water Act, the Clean Air Act, and other related regulations, and she is the current co-chair of the GPTQ Environmental Subcommittee.

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Appendix B: Prequals

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STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
BARGE DESIGN SOLUTIONS, INC. 6525 The Corners Pkwy, Suite 450 Peachtree Corners, GA 30092	September 13, 2024	September 30, 2027

SIGNATURE

Christopher Rudd

1.		**Transportation Planning**	
_	1.01	State Wide Systems Planning	
_	1.02	Urban Area and Regional Transportation Planning	
_	1.03	Aviation Systems Planning	
_	1.04	Mass and Rapid Transportation Planning	
_	1.05	Alternate System and Corridor Location Planning	
_	1.06	Unknown	
X	1.06a	NEPA Documentation	
_	1.06b	History	
_	1.06c	Air Studies	
_	1.06d	Noise Studies	
X	1.06e	Ecology	
_	1.06f	Archaeology	
_	1.06g	Freshwater Aquatic Surveys	
_	1.06h	Bat Surveys	
X	1.07	Attitude, Opinion and Community Value Studies	
X	1.08	Airport Master Planning	
X	1.09	Location Studies	
X	1.10	Traffic Studies	
_	1.11	Traffic and Toll Revenue Studies	
_	1.12	Major Investment Studies	
X	1.13	Non-Motorized Transportation Planning	
2		**Mass Transit Operations**	
_	2.01	Mass Transit Program (Systems) Management	
_	2.02	Mass Transit Feasibility and Technical Studies	
_	2.03	Mass Transit Vehicle and Propulsion System	
	2.04	Mass Transit Controls, Communications and Information Systems	
_	2.05	Mass Transit Architectural Engineering	
_	2.06	Mass Transit Unique Structures	
_	2.07	Mass Transit Electrical and Mechanical Systems	
_	2.08	Mass Transit Operations Management and Support Services	
X	2.09	Aviation	
_	2.10	Mass Transit Program (Systems) Marketing	
3		**Highway Design Roadway**	
X	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	
X	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers	
X	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas	
X	3.04	Multi-Lane, Limited Access Expressway Type Highway Design	
X	3.05	Design of Urban Expressway and Interstate	
X	3.06	Traffic Operations Studies	
X	3.07	Traffic Operations Design	
X	3.08	Landscape Architecture	
X	3.09	Traffic Control System Analysis, Design and Implementation	
X	3.10	Utility Coordination	
X	3.11	Architecture	
X	3.12	Hydraulic and Hydrological Studies (Roadway)	
X	3.13	Facilities for Bicycles and Pedestrians	
_	3.14	Historic Rehabilitation	
X	3.15	Highway Lighting	
_	3.16	Value Engineering	
X	3.17	Design od Toll Facilities Infrastructure	
4.		**Highway Structures**	
X	4.01a	Minor Bridges Design	
_	4.01b	Minor Bridges Design CONDITIONAL	
_	4.02	Major Bridges Design	
_	4.03	Movable Span Bridges Design	
X	4.04	Hydraulic and Hydrological Studies (Bridges)	
X	4.05	Bridge Inspection	
5.		**Topography**	
X	5.01	Land Surveying	
X	5.02	Engineering Surveying	
X	5.03	Geodetic Surveying	
_	5.04a	Aerial Photography/Conventional Aircraft	
X	5.04b	Aerial Photography Unmanned Aircraft System (UAS) Concept Grade	
X	5.04c	Aerial Photography Unmanned Aircraft System (UAS) Design Grade	
X	5.05	Aerial Photogrammetry	
X	5.06a	Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)	
X	5.06b	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)	
X	5.06c	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)	
X	5.06d	Topographic Remote Sensing (SONAR)	
_	5.06e	Topographic Remote Sensing Thermal and Infrared	
X	5.07	Cartography	
_	5.08	Subsurface Utility Engineering	
6.		**Soils, Foundation & Materials Testing**	
_	6.01a	Soil Surveys	
_	6.01b	Geological and Geophysical Studies	
_	6.02	Bridge Foundation Studies	
_	6.03	Hydraulic and Hydrological Studies (Soils and Foundation)	
_	6.04a	Laboratory Materials Testing	
_	6.04b	Field Testing of Roadway Construction Materials	
X	6.05	Hazard Waste Site Assessment Studies	
8.		**Construction**	
X	8.01	Construction Supervision	
X	8.02	Airport Construction Administration and Observation	
9.		**Erosion and Sedimentation Control**	
X	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program	
_	9.02	Rainfall and Runoff Reporting	
_	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

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STATE OF GEORGIA DEPARTMENTOF TRANSPORTATION

NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS	DISPOSITION DATE	EXPIRATION DATE
VANASSE HANGEN BRUSTLIN, INC. 1355 Peachtree Street, Suite 100, Atlanta, GA 30309	May 8, 2025	March 11, 2027

SIGNATURE

Christopher Rudd

1.		**Transportation Planning**	
X	1.01	State Wide Systems Planning	
X	1.02	Urban Area and Regional Transportation Planning	
_	1.03	Aviation Systems Planning	
X	1.04	Mass and Rapid Transportation Planning	
X	1.05	Alternate System and Corridor Location Planning	
_	1.06	Unknown	
X	1.06a	NEPA Documentation	
X	1.06b	History	
X	1.06c	Air Studies	
X	1.06d	Noise Studies	
X	1.06e	Ecology	
X	1.06f	Archaeology	
X	1.06g	Freshwater Aquatic Surveys	
X	1.06h	Bat Surveys	
X	1.07	Attitude, Opinion and Community Value Studies	
X	1.08	Airport Master Planning	
X	1.09	Location Studies	
X	1.10	Traffic Studies	
_	1.11	Traffic and Toll Revenue Studies	
X	1.12	Major Investment Studies	
X	1.13	Non-Motorized Transportation Planning	
2		**Mass Transit Operations**	
_	2.01	Mass Transit Program (Systems) Management	
X	2.02	Mass Transit Feasibility and Technical Studies	
_	2.03	Mass Transit Vehicle and Propulsion System	
X	2.04	Mass Transit Controls, Communications and Information Systems	
_	2.05	Mass Transit Architectural Engineering	
X	2.06	Mass Transit Unique Structures	
_	2.07	Mass Transit Electrical and Mechanical Systems	
X	2.08	Mass Transit Operations Management and Support Services	
_	2.09	Aviation	
_	2.10	Mass Transit Program (Systems) Marketing	
3		**Highway Design Roadway**	
X	3.01	Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	
X	3.02	Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers	
X	3.03	Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas	
X	3.04	Multi-Lane, Limited Access Expressway Type Highway Design	
X	3.05	Design of Urban Expressway and Interstate	
X	3.06	Traffic Operations Studies	
X	3.07	Traffic Operations Design	
X	3.08	Landscape Architecture	
3.		**Highway Design Roadway (continued)**	
X	3.09	Traffic Control System Analysis, Design and Implementation	
_	3.10	Utility Coordination	
_	3.11	Architecture	
X	3.12	Hydraulic and Hydrological Studies (Roadway)	
X	3.13	Facilities for Bicycles and Pedestrians	
_	3.14	Historic Rehabilitation	
_	3.15	Highway Lighting	
_	3.16	Value Engineering	
_	3.17	Design od Toll Facilities Infrastructure	
4.		**Highway Structures**	
X	4.01a	Minor Bridges Design	
X	4.01b	Minor Bridges Design CONDITIONAL	
_	4.02	Major Bridges Design	
_	4.03	Movable Span Bridges Design	
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5.		**Topography**	
_	5.01	Land Surveying	
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_	5.06c	Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)	
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_	6.04b	Field Testing of Roadway Construction Materials	
X	6.05	Hazard Waste Site Assessment Studies	
8.		**Construction**	
_	8.01	Construction Supervision	
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9.		**Erosion and Sedimentation Control**	
X	9.01	Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program	
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_	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

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PROJECT FRAMEWORK AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF JOHNS CREEK
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

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

☒ CFDA # 20.205 - Highway Planning and Construction
☐ CFDA # 20.219 - Recreational Trails Program
☐ Not Applicable – 100% State Programmed Funds

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this 8/18/2026 (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF JOHNS CREEK, GEORGIA, hereinafter called "SPONSOR" (the "Agreement"). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # 0021594 and hereinafter referred to as the "PROJECT"; and

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

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

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

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

1. The SPONSOR has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: 6/30/2031) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

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

3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. Further, the

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SPONSOR may be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

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

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

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR will let the PROJET to construction on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

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

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the "Documents and Data") prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

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

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of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

☒ shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

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

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

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:
   a) For Professionals – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   b) For Sub-consultant Engineers and Architects – $1,000,000 per claim and $1,000,000 in aggregate coverage;
   c) For Other Consultants – $1,000,000 per claim and $1,000,000 in aggregate coverage.
   d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:
   i. Name, address, signature and telephone number of authorized agents.
   ii. Name and address of insured.
   iii. Name of Insurance Company.
   iv. Description of coverage in standard terminology.
   v. Policy number, policy period and limits of liability.
   vi. Name and address of DEPARTMENT as certificate holder.
   vii. Thirty (30) day notice of cancellation.
   viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to

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insurance.

f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment.

a. It is understood and agreed that the total estimated PE cost for the PROJECT is five hundred thousand dollars and zero cents ($500,000.00).

b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is four hundred thousand dollars and zero cents ($400,00.00), which is the DEPARTMENT'S maximum obligation.

c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.

d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

12. EXHIBITS, ATTACHMENTS & APPENDICES. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – Transportation Improvement Program/State Transportation Improvement Program Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit
APPENDIX B – Sexual Harassment Prevention Policy Compliance
APPENDIX C – Certification of CITY OF JOHNS CREEK Drug Free Workplace
APPENDIX D – Certification of Compliances
APPENDIX E – Title VI Certification and Acknowledgement Form
APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
APPENDIX G – Reserved

13. COMPLIANCE WITH APPLICABLE LAWS

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

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

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c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement ("Certification of Compliances") and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-20 *et seq.)* as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

e. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq*. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

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

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

h. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Policy, as stated in Appendix B of this Agreement.

i. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix F of this Agreement.

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

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

DEPARTMENT	SPONSOR
Name: Kimberly W. Nesbitt	Name: Kimberly Greer
Title: State Program Delivery Administrator	Title: City Manager
600 West Peachtree Street, NW,	11360 Lakefield Drive
25th Floor	Johns Creek, GA 30097
Atlanta, Georgia 30308	
Telephone#: (404) 631-1575	Telephone#: (678) 512-3200
E-mail: knesbitt@dot.ga.gov	Email: kimberly.greer@johnscreekga.gov

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

15. COST ESTIMATE. SPONSOR shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in. **https://www.dot.ga.gov/GDOT/pages/rightofway.aspx**. SPONSOR is advised that the C-9 discipline and all other applicable prequalifications must be current prior to the commencement of this work and throughout the term of the Agreement.

16. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

b. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

c. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

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

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY 's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

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

g. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

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k. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ARE ON THE FOLLOWING PAGE.

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

GEORGIA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Russell R McMurry
By: _____76D6577D00644FA...
Commissioner

8/17/2026

CITY OF JOHNS CREEK, GEORGIA

By _____ (Seal)
Mayor
Name: John Bradberry

This Agreement, approved by City of Johns Creek, on 10/4/2026 (date).

Attest:

DocuSigned by:
_____74085B5B0FAC425...
Treasurer

8/18/2026

Attest :

Allison Tarpley
Name and Title
Allison Tarpley, City Clerk

11-3793525
Federal Employer Identification Number:

CITY OF JOHNS CREEK EST. 2006 GEORGIA

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EXHIBIT A
TRANSPORATION IMPROVEMENT PROGRAM/STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM

FY 2024-2027 Transportation Improvement Program (TIP)

FN-360	SR 141/MEDLOCK BRIDGE ROAD MULTI-USE TRAIL		Jurisdiction	North Fulton	Existing	Planned	Length (mi.)	Network Year
0021594			Sponsor	City of Johns Creek	N/A	N/A	0.73	
TIP / 26Q2AM6	SOUTH OF CHATTAHOOCHEE RIVER BRIDGE	BOBBY JONES DRIVE	Service Type	Bicycle/Pedestrian Facility	Analysis	Exempt from Air Quality Analysis (40 CFR 93)	LCI ☐	Flex ☐

	Fund Type	Year	Status	Federal	State	Local	Bonds	Total
PE	Transportation Alternatives (TA) Set-aside - Flexible	2026		$400,000	$0	$100,000	$0	$500,000
				$400,000	$0	$100,000	$0	$500,000

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APPENDIX A
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	PI 0021594 – Medlock Bridge Trail – Chattahoochee River to Bobby Jones
Sponsor Name:	CITY OF JOHNS CREEK
Sponsor Address:	11360 LAKEFIELD DRIVE, JOHNS CREEK, GA 30097

SPONSOR AFFIDAVIT

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

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

100011
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

2/13/2008
Date of Authorization

City of Johns Creek
Name of Sponsor/

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

Kimberly Grear
Printed Name (of Authorized Officer or Agent)

City Manager
Title (of Authorized Officer or Agent)

Kimberly Grear
Signature (of Authorized Officer or Agent)

06/02/26
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

2nd DAY OF June, 2026

Allison Tarpley
Notary Public

My Commission Expires: 10/10/2029

ALLISON N TARPLEY NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 10, 2029

[NOTARY SEAL]

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APPENDIX B
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s)deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy;
b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy;
b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

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P.I. 0021594 City of Johns Creek

APPENDIX C
CERTIFICATION OF CITY OF JOHNS CREEK
DRUG-FREE WORKPLACE

I hereby certify that I am a duly authorized representative of the City of Johns Creek whose address is 11360 Lakefield Drive, Johns Creek, GA, 30097 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and

3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with , certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date 06/02/26

Signature Kimberly Greer

Name: Kimberly Greer

Title: City Manager

Docusign Envelope ID: 2AA6FD1D-6CF1-8F84-817B-95CC2A42BFC7

P.I. 0021594 City of Johns Creek

APPENDIX D
CERTIFICATION OF COMPLIANCES

I hereby certify that I am the duly authorized representative of the City of Johns Creek whose address is 11360 Lakefield Drive, Johns Creek, GA 30097 and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

(a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

06/02/26
Date

Kimberly Greer
Signature

Name: Kimberly Greer

Title: City Manager

Docusign Envelope ID: 2AA6FD1D-6CF1-8F84-817B-95CC2A42BFC7

APPENDIX E
TITLE VI INTRODUCTION

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

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

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

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

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

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

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

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P.I. 0021594 City of Johns Creek

TITLE VI ACKNOWLEDGEMENT FORM

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

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

Kimberly Greer, City Manager
Official Name and Title

06/02/26
Date

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

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

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

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

During the performance of this contract, the SPONSOR, The City of Johns Creek, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

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

2. Nondiscrimination
   The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

4. Information and Reports
   The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

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

   The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

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P.I. 0021594 City of Johns Creek

APPENDIX F

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 SPONSOR, certifies that the SPONSOR:

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 SPONSOR 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.

Kimberly Greer
Signature of Authorized Officer or Agent

Kimberly Greer
Printed Name of Authorized Officer or Agent

City Manager
Title of Authorized Officer or Agent

06/02/26
Date

Docusign Envelope ID: 2AA6FD1D-6CF1-8F84-817B-95CC2A42BFC7

APPENDIX G
Reserved

Certificate Of Completion

Envelope Id: 2AA6FD1D-6CF1-8F84-817B-95CC2A42BFC7
Status: Completed
Subject: 48400-425-PFAOPD2700505/CITY OF JOHNS CREEK
Source Envelope:
Document Pages: 18
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
GDOT DocuSign Admin
600 W Peachtree St, NW
Atlanta, GA 30308
gdot_contracts@dot.ga.gov
IP Address: 143.100.53.13

Record Tracking

Status: Original
8/4/2026 2:47:53 PM
Holder: GDOT DocuSign Admin
gdot_contracts@dot.ga.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Richard McGee richard.mcgee@oneatlas.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/4/2026 3:27:56 PM ID: eb95bc7b-547f-44df-b197-a83f42f33300	**Completed** Using IP Address: 71.14.36.198	Sent: 8/4/2026 2:50:46 PM Viewed: 8/4/2026 3:27:56 PM Signed: 8/4/2026 3:33:10 PM
Russell R McMurry rmcmurry@dot.ga.gov Commissioner Georgia Department of Transportation Security Level: .Email 8/17/2026 5:47:36 PM **Electronic Record and Signature Disclosure:** Accepted: 2/26/2016 9:35:33 AM ID: cd5459ce-99ae-409c-b25c-b6922ca5a283	DocuSigned by: Russell R McMurry 76D6577D00644FA... Signature Adoption: Pre-selected Style Using IP Address: 2600:1005:b00d:b9a7:d158:fbfa:95e1:f72f Signed using mobile	Sent: 8/4/2026 3:33:11 PM Resent: 8/17/2026 11:00:55 AM Viewed: 8/17/2026 5:47:43 PM Signed: 8/17/2026 5:47:52 PM
Angela O. Whitworth awhitworth@dot.ga.gov Treasurer Security Level: .Email ID: 3124392b-11fc-4046-ae1e-faeb6d83bad6 8/18/2026 2:21:04 PM **Electronic Record and Signature Disclosure:** Accepted: 2/26/2016 10:03:38 AM ID: 2a61aae5-fe62-454e-9e47-e070cdbd9d0a	DocuSigned by: 74085B5B0FAC425... Signature Adoption: Uploaded Signature Image Using IP Address: 143.100.53.13	Sent: 8/17/2026 5:47:53 PM Resent: 8/18/2026 2:20:44 PM Viewed: 8/18/2026 2:21:11 PM Signed: 8/18/2026 2:21:20 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/4/2026 2:50:47 PM
Envelope Updated	Security Checked	8/17/2026 11:00:56 AM
Envelope Updated	Security Checked	8/17/2026 11:00:56 AM
Envelope Updated	Security Checked	8/17/2026 11:00:56 AM
Envelope Updated	Security Checked	8/17/2026 5:48:20 PM
Envelope Updated	Security Checked	8/18/2026 2:20:45 PM
Envelope Updated	Security Checked	8/18/2026 2:20:45 PM
Certified Delivered	Security Checked	8/18/2026 2:21:11 PM
Signing Complete	Security Checked	8/18/2026 2:21:20 PM
Completed	Security Checked	8/18/2026 2:21:20 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.