



June 01, 2026

**CITY COUNCIL MEETING
AGENDA
11360 Lakefield Drive
Johns Creek, GA 30097**

7:00 PM

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 May 11, 2026 Work Session Summary and Council Meeting Minutes
[Work Session Summary](#)
[Council Meeting Minutes](#)

F. APPROVAL OF MEETING AGENDA

G. CONSENT AGENDA

- G.1. O2026-06-09 - Consideration to Approve an Ordinance Amending Article IX, Code of Ethics, to Chapter 2, Administration, Concerning Ethics Complaint Procedures
[Agenda Report](#)
[Ethics Revisions - Redline](#)
[Ordinance](#)
- G.2. R2026-06-10 - Consideration to Approve a Resolution of Support for Grant Funding Applications for Previously Authorized Transportation Projects through the Atlanta Regional Commission's 2026 Transportation Improvement Program
[Agenda Report](#)
[Resolution](#)
- G.3. ACTION ITEM - Consideration to Approve an Engineering Contract with Barge Design Solutions in the Amount of \$143,312 for the Medlock Bridge Road Trail Project
[Agenda Report](#)
1 - Purchasing Recommendation
2 - Engineering Contract
3 - TSPLOST II Financial Summary
4 - GDOT PFA
- G.4. ACTION ITEM - Consideration to Approve a Project Framework Agreement with the Georgia

H. PRESENTATIONS

H.1. Quarterly Scout Recognition

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 - April 2026](#)
[FY2026 April Monthly Financial Report](#)

K. ANNOUNCEMENTS

L. OLD BUSINESS

M. NEW BUSINESS

M.1. O2026-06-10 - Consideration to Approve an Ordinance Amending Chapter 26 - Municipal Court, Article III. Bail, Regarding Bonding Requirements

[Agenda Report](#)
[City Code, Chapter 26, Municipal Court, Article III. Bail - Redline Ordinance](#)

M.2. ACTION ITEM - Consideration to Approve an Intergovernmental Agreement with Forsyth County for Use of the Jail

[Agenda Report](#)
[Draft IGA for Jail Services](#)

M.3. ACTION ITEM - Consideration to Approve a Construction Contract in the Amount of \$1,522,563 with Allied Paving Contractors, Inc. for 2026 Main Roads Resurfacing and Patching, and a Construction, Engineering, and Inspection (CEI) Task Order in the Amount of \$77,140 with Lowe Engineering, Inc.

[Agenda Report](#)
[1 - Purchasing Recommendation](#)
[2 - Contract Allied](#)
[3 - Resurfacing Map](#)
[4 - CEI Task Order](#)

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**

May 11, 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, May 11, 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, L. DiBiase, and E. Elwood. C. Coughlin absent. Mayor Bradberry presided.

STAFF PRESENT: City Manager Kimberly Greer, Assistant City Manager Kay Love, Assistant City Manager Chris Haggard, City Attorney Angela Couch, 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.

ON-GOING PROJECTS

City Clerk Tarpley presented the areas of consensus identified during previous Work Sessions regarding updates to the **Ethics Ordinance**. Staff requested additional direction from Council on two outstanding issues: who should conduct administrative and substantive reviews of ethics complaints, and whether a penalty fee should be imposed for complaints dismissed as frivolous. Council discussed the possibility of implementing a nominal administrative fee, including its potential impact on complainants, and the impact on staff's review time. City Clerk Tarpley clarified that staff's time was not a significant concern, as the City has only received approximately four ethics complaints in its history. Additionally, after further research the legal department noted concerns with potentially charging a fee. Following discussion, Council reached consensus that the City Clerk and City Attorney would be responsible only for the administrative review, while the hearing officer would evaluate the substance of each complaint. Council also agreed that no penalty fee would be imposed if a complaint is dismissed as frivolous. Staff will incorporate the feedback gained during previous Work Sessions and return with a revised Ethics Ordinance for Council's consideration on the Consent Agenda at the next Council Meeting.

Mayor Bradberry opened the **Special Events Options** discussion, emphasizing the need for advisory committee review. Assistant City Manager Haggard clarified that Council's input would be taken back to the Recreation and Parks Advisory Committee (RPAC) and the Arts, Cultural, and Entertainment Committee (ACE) for further discussion and implementation. Council discussed the importance of avoiding event overlap with the coming opening of Medley Johns Creek, as well as ways to address requests from outside organizations seeking City support or event partnership. Council also discussed adding a North Fulton Special Needs Field Day, involving ACE in the Arts Festival, expanding the Literary Fair, possibly adding the Johns Creek Chorale to the concert schedule, and continuing separate Diwali and Holly Jolly Block Party events separate from Medley. Council was in consensus for staff to review events with the

appropriate committee, support adding a final Johns Creek Symphony Orchestra concert on October 3rd. Staff will review Council's suggestions with RPAC and ACE for additional input and return to a future meeting with updates.

Public Works Director O'Connor presented Council with four **Nesbit Trail Width Options** for Council's consideration. Director O'Connor provided a background of the project, highlighting that the proposed trail would be along the east (Johns Creek) side of Nesbit Ferry Road from Brumbelow Road to Nesbit Lakes Drive. The first option presented was a ten-foot trail, second option was installation of an eight-foot trail, the third option was installation of a five-foot sidewalk, and option four was a hybrid option with a varying eight-to-ten-foot trail. Director O'Connor noted that preliminary engineering had been completed and that the presented options could be completed with the available funding. Council discussed landscape buffers, path width compliance with the Multi-Modal Policy, and the impact to the surrounding neighborhoods with widening. Council also discussed bicycle lanes, and if they were included in the proposed options. Public Works Director O'Connor clarified that bicycle lanes were not originally included in this trail project. There were concerns over cohesiveness of the changes in sidewalk and landscape strip sizes. Council also discussed concrete depth requirements for multi-modal transportation, with Director O'Connor explaining that current sidewalks would need to be removed as they are only four-inches thick. He explained that the concrete would need to be six inches thick to be able to handle the multi-modal capabilities as is current practice for increased stability. Council reached consensus to proceed with staff's hybrid concept that would incorporate a varying eight-to-ten-foot-wide trail and for staff to evaluate sufficient concrete depth. Staff will advance engineering and will return with updates at a future meeting.

COUNCIL INITIATIVES

Mayor Bradberry presented an overview of his **Appeals Notification Process** item. He requested Council feedback regarding the possibility of directing staff to research methods for informing residents of their right to appeal certain community development decisions through the Board of Zoning Appeals (BZA). Council discussed potentially adding additional wording to denial notices, informing applicants of their right to appeal staff's decisions. City Attorney Couch shared concerns about selectively notifying different types of denials and the issues this might cause. Council discussed broader methods of communicating appeal rights and was ultimately in consensus for staff to explore notification options and return to a future Work Session with updates.

Council Member Erramilli provided an overview of his **Street Lights at Major Intersections** item, by highlighting key areas in his presentation, including motor vehicle crash data obtained from the Johns Creek Police Department. He encouraged Council to consider a pilot program that would allocate funding for additional street lighting at major intersections. Council discussed crash statistics, estimated costs associated with installing additional lighting, and community input. City Manager Greer noted lighting is somewhat policy related as it is not without significant maintenance costs. Council then discussed whether staff should evaluate all intersections throughout the City. Council was in consensus to direct staff to evaluate locations throughout the City where enhanced lighting might be needed. Staff will return to a future Work Session with updates once available.

ROUTINE BUSINESS (NON-DISCUSSION)

Parking Ordinance Text Amendment Initiation, Resolution of Support for Grant Funding Applications for Previously Authorized Transportation Projects, and Medlock Trail – Project Framework Agreement with GDOT and Conceptual 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: Larry DiBiase
SECOND: Dilip Tunki
AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Larry DiBiase, and Erin Elwood.
NAYS: None
Motion carried 6-0. Chris Coughlin absent.

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: Erin Elwood
SECOND: Dilip Tunki
AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Larry DiBiase, and Erin Elwood.
NAYS: None
Motion carried 6-0. Chris Coughlin absent.

Mayor Bradberry noted that one land item was 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
May 11, 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, Larry DiBiase, and Erin Elwood.

ABSENT: Chris Coughlin

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

C) PLEDGE OF ALLEGIANCE – Led by Girl Scouts from Troop 22167

D) MAYOR’S OPENING REMARKS

Mayor Bradberry hoped that all moms had a great Mother’s Day weekend, remarked on the success of the first concert in the Summer Concert Series held at The Boardwalk at Town Center, and thanked those that attended Johns Creek Beautification’s Secret Garden Tour. Mayor Bradberry also highlighted several upcoming community events, including Touch-A-Truck on May 16th and Bulky Recycling Day on May 30th.

E) MINUTES

E.1. ACTION ITEM: Consideration to Approve April 20, 2026 Work Session Summary and Council Meeting Minutes.

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

MOTION: Dilip Tunki

SECOND: Larry DiBiase

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

NAYS: None

Motion carried 6-0. Chris Coughlin absent.

F) APPROVAL OF MEETING AGENDA

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

MOTION: Bob Erramilli

SECOND: Erin Elwood

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

NAYS: None

Motion carried 6-0. Chris Coughlin absent.

G) CONSENT AGENDA

G.1. O2026-05-08 – Consideration of an Ordinance to Consolidate the Construction Board of Appeals with the Board of Zoning Appeals

G.2. R2026-05-09 – Consideration to Approve a Resolution to Amend the Fee Schedule to Add Boardwalk Rental Fees

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

MOTION: Larry DiBiase

SECOND: Bob Erramilli

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

NAYS: None

Motion carried 6-0. Chris Coughlin absent.

H) PRESENTATIONS – No presentations to consider.

I) PUBLIC COMMENT

S. Thadisiana, spoke on the importance of The North Atlanta Cricket Academy (NACA) and how the organization impacts the children in the community. He also urged Council to continue supporting NACA by providing cricket facilities. *V. Gudapati*, thanked Council for the installation of cricket pitches at Cauley Creek and Shakerag Parks and encouraged Council to continue working alongside established organizations to provide field access for open play. *A. Kapron*, thanked Council for their dedication in supporting sports in the City. *J. Todd*, *Girl Scout Troop 22167*, provided an overview of a Girl Scout project and how they are impacting the community. *L. Todd*, *Girl Scout Troop 22167*, shared partnership with the Johns Creek Veteran's Association and the inspiration behind a bronze K-9 tribute statue at The Wall that Heals at Newtown Park. *M. Pittman*, *Girl Scout Troop 22167*, shared background behind the bronze award and military working dogs. *E. Robertson*, *Girl Scout Troop 22167*, shared how the Girl Scouts Troop worked with the Johns Creek Veteran's Association by holding a donation drive to purchase the statue that is being installed. *J. Amstutz*, *Girl Scout Troop 22167*, shared how the bronze K-9 statue was a vision that had become a reality that would create a permanent impact on the City. *E. Pasiak*, *Girl Scout Troop*

22167, invited Council to attend a dedication ceremony and unveiling of the statue on May 23rd at Newtown Park.

J) REPORTS – No reports to consider.

K) ANNOUNCEMENTS - City Clerk Tarpley noted upcoming meetings. Council also thanked staff for their work on the May 9th ribbon cutting at The Boardwalk at Town Center and also thanked both groups in attendance that gave public comment.

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

M) NEW BUSINESS

M.1. ACTION ITEM – Consideration to Award a Construction Contract in the Amount of \$435,030 with Backbone Infrastructure, LLC and a Ten Percent Contingency for the Construction of an Overflow Parking Lot at Cauley Creek Park

Assistant City Manager Haggard presented the construction bid that would construct a new 87-space parking lot near the pickleball courts to address the ongoing demand for additional parking. This would also support future programming with the addition of The Makerspace. He shared that Council, at the April 20th Work Session, reached consensus to proceed with a fully compliant paved parking lot, including both add alternates.

Council held a brief discussion on the location of the lot and the number of parking spaces that would be available.

There was a motion to approve M.1. ACTION ITEM – Consideration to Award a Construction Contract in the Amount of \$435,030 with Backbone Infrastructure, LLC and a Ten Percent Contingency for the Construction of an Overflow Parking Lot at Cauley Creek Park as presented.

MOTION: Erin Elwood

SECOND: Dilip Tunki

Council discussed the inclusion of the add alternatives that would provide paving and striping, the costs associated, and the current need for additional parking.

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

NAYS: None

Motion carried 6-0. Chris Coughlin absent.

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

O) PUBLIC COMMENT – No additional public comment.

P) MAYOR'S COMMENTS

Mayor Bradberry thanked those that attended tonight's meeting, and shared appreciation for the earlier Work Session discussion by Council.

Q) EXECUTIVE SESSION

There was a motion made to adjourn to Executive Session for land, legal, or personnel matters.

MOTION: Bob Erramilli

SECOND: Stacy Skinner

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

NAYS: None

Motion carried 6-0. Chris Coughlin absent.

Council departed the Dais to hold Executive Session. Upon reentry, there was a motion made to adjourn from Executive Session.

MOTION: Bob Erramilli

SECOND: Dilip Tunki

AYES: Stacy Skinner, Bob Erramilli, Chris Coughlin, and Erin Elwood.

NAYS: None

Motion carried 5-0. Mayor Bradberry not present at time of vote. Chris Coughlin absent.

City Clerk Tarpley noted that five land and two legal items were discussed.

There was a motion to amend the Agenda to add ACTION ITEM - Consideration to Authorize Participation in an Amicus Brief in Chang v. City of Milton on Remand before The Georgia Court of Appeals or, if warranted, The Georgia Supreme Court.

MOTION: Larry DiBiase

SECOND: Bob Erramilli

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

NAYS: None

Motion carried 6-0. Chris Coughlin absent.

ACTION ITEM - Consideration to Authorize Participation in an Amicus Brief in Chang v. City of Milton on Remand before The Georgia Court of Appeals or, if warranted, The Georgia Supreme Court (Added Agenda Item)

There was a motion to approve ACTION ITEM - Authorize Participation in an Amicus Brief in Chang v. City of Milton on Remand before The Georgia Court of Appeals or, if warranted, The Georgia Supreme Court as presented.

MOTION: Larry DiBiase

SECOND: Bob Erramilli

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

NAYS: None

Motion carried 6-0. Chris Coughlin absent.

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: Angela Couch, City Attorney
Allison Tarpley, City Clerk

Date: May 11, 2026 – Council Meeting Consent Agenda

Item: **Ethics Ordinance Amendments**

Item Summary:

Chapter 2, Article IX establishes the City's Code of Ethics, including the procedures governing the filing, review, and adjudication of complaints. Since adoption, the procedural framework has remained largely unchanged.

While processing an ethics complaint, staff identified several ambiguities, procedural gaps, and areas where clarity would improve consistency, fairness, and administrative efficiency. The proposed amendments are intended to address those issues by refining the complaint process, improving usability of the complaint form, and establishing clearer standards for review.

Updates

The proposed amendments are procedural in nature and do not modify the substantive standards. Highlights include:

- Authorized Electronic Submission
- Clarified Complaint Requirements
- Enhanced Affidavit and Verification Requirements
- Defined Preliminary Administrative Review
- Creation of Frivolity Review Standard
- Formalized Hearing Officer Process
- Clearly Defined Timelines
- Clarification of Rights of the Parties
- Adoption of a more Comprehensive Ethics Complaint Form

At the April 20th and May 11th Work Sessions Council reached consensus on the following points:

Measurement of Limitations Period Regarding Knowledge – Section 2-263(b)

- “measured from the date of the last act occurring in furtherance of and/or in conjunction with such violation, but no later than 24 months after the first act alleged to be a violation.”

Affidavit and Verification Language

- “I further attest that this complaint is not being filed for purposes of political advantage, harassment, retaliation, or publicity, but rather in good faith to report a potential violation of the City of Johns Creek Code of Ethics.”

Role of Hearing Officer

- Fact finder and makes recommendations

Role of Mayor and Council

- Mayor and Council must act (dismissal would suffice as an action)

Guidelines for Action by Mayor and Council

- A simple majority may reject both the findings of fact and recommendation

Frivolity Review

- City Clerk along with City Attorney conducts administrative review only and hearing officer looks at substance of complaint.

Frivolity Review Penalty

- No penalty fee charged.

Next Steps

Staff has incorporated Council’s feedback and direction on the process and a final version of the ordinance is included for adoption.

Attachments:

Code Revisions – Redline
Ordinance

ARTICLE IX. CODE OF ETHICS¹

Sec. 2-261. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appointee shall be any person appointed to a city board, committee or commission by the city council or mayor.

City councilmember shall be any person who is a city councilmember, including the mayor of the city.

City staff shall be any person who is a full-time or part-time employee of the city, as well as any full-time or part-time employee of any independent contractor contracted to perform specific duties for, and on behalf of, the city.

Family member means the spouse, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, or daughter, daughter-in-law of a city councilmember or an appointee ~~or the mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of a city councilmember or appointee.~~

Financial interest means all direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is ten percent or more.

Government or city shall be construed to mean the City of Johns Creek, Georgia, government.

Member shall include city councilmembers and appointees.

Substantial interest means the following: (i) funds received by the member from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less; or (ii) the member is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(Ord. No. 2016-01-01, § 1, 1-11-2016; Ord. No. 2020-12-35, § 1, 12-7-2020)

Sec. 2-262. Prohibitions.

All members shall meet the following standards:

- (1) *Compliance with the law.* Members shall comply with all laws of the United States, the State of Georgia, and the city in the performance of their public duties. These laws include, but are not limited to: the United States and Georgia Constitutions; laws pertaining to conflicts of interest, elections, campaigns, financial disclosures, employer responsibilities, and open processes of government; and city ordinances and written policies.

¹Editor's note(s)—Ord. No. 2016-01-01, §§ 1—7, adopted Jan. 11, 2016, repealed the former art. IX, §§ 2-261—2-265, and enacted a new art. IX as set out herein. The former art. IX pertained to similar subject matter and derived from Ord. No. 2009-08-27, §§ 3—7, adopted August 24, 2009.

-
- (2) *Policy role of members.* Members shall respect and adhere to the structure of government of the city as outlined in the City's Charter and policies and procedures. In this structure, the city council determines the policies of the city with the advice, information and analysis provided by the public, boards, committees, commissions, and city staff. Members shall not direct the activities of city staff, interfere with the day-to-day administrative functions of the city or the professional duties of the city staff, nor impair the ability of city staff to implement city council policy decisions.
- (3) *Independence of boards, committees and commissions.* Because of the value of the independent advice of boards, committees and commissions to the public decision-making process, city councilmembers shall refrain from using their position to influence unduly the deliberations or outcomes of board, committee and commission proceedings of which they are not members. Members shall also refrain from appearing or speaking on behalf of themselves or third parties in front of any board, committee or commission of the city; however, this prohibition shall not prevent (i) a councilmember from appearing or speaking on behalf of the city in front of an independent authority or commission of the city created by the general assembly as its own political subdivision, (ii) members from speaking on behalf of the city board, committee, commission or council on which they serve when such city board, committee, commission or council has expressly authorized and appointed such member to speak on its behalf or (iii) a member from serving on more than one board, committee or commission of the city.
- (4) *Acceptance of gifts, benefits or remuneration.*
- a. Members shall not solicit or accept directly or indirectly anything of value from any person, corporation, or group which:
 1. Has, or is seeking to obtain, contractual or other business or financial relationships with the city, unless: a member's contractual relationship with such person, corporation, or group existed prior to the city's contractual relationship or prior to the member's election or appointment to office; the member, if in office at the time the contractual, business or financial relationship came before the city for consideration, disclosed such relationship or, if not in office at such time, has immediately disclosed the relationship to the city after being elected or appointed to office and becoming aware of the city's relationship with such person, corporation or group; the member abstained from discussion of the city's consideration of entering a contract with such person, corporation, or group or competing vendor; the member abstained from voting on any matter related to the relationship between such person, corporation, or group or the subject contract or services; and the member did not make personal use of any official non-public information, as prohibited by subsection (k) hereof;
 2. In exchange for the thing of value, seeks to have a member exercise a matter of discretion in his or her favor; or
 3. In exchange for the thing of value, seeks to have interests which may be affected by the performance or nonperformance of the official duty of the member.
 - b. Members shall not directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor, promise, benefit or thing of value for him/herself or another person if:
 1. It could reasonably be considered to influence the member in the future, and the member is involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large; or
 2. It could reasonably be considered to influence, benefit or reward the member, and the member recently has been, or is now or within six months in the future, involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large.

-
- c. The above prohibitions shall not apply in the case of:
1. Occasional nonpecuniary gift of insignificant trinkets or gifts such as a calendar, memento or pen received in the normal course of business with a value of less than \$100.00 and admission to and or consumption of food and beverages at a breakfast, lunch, dinner, function or event;
 2. Award publicly presented in recognition of public service;
 3. Transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as now or hereafter amended;
 4. A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction; or
 5. Campaign contributions made and reported in accordance with Georgia laws.
 6. Any gift, loan, favor, promise or thing of value from a family member.
- (5) *Conflict of interest.*
- a. A member may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the member has a substantial interest.
 - b. A member who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
 - c. Where the interest of a member in the subject matter of a vote or decision is remote or incidental, the member may participate in the vote or decision and need not disclose the interest.
- (6) *Use of public property.* A member shall not use city property of any kind for other than officially approved activities, nor shall he or she direct city staff to use such property for these purposes.
- (7) *Coercion by members.* A member shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him or her or a family member, or those with whom a member has a financial interest.
- (8) *Voting in matters of personal interest.* A member shall not vote on an ordinance or amendment for a specific item in a city council meeting that would directly affect his or her private business. Provided, however, that in the event of an ordinance of general application or a matter of city-wide application, or in the event such vote would be proper under the City Charter such member shall disclose such interest and, following such disclosure, shall be allowed to vote on such matter and such vote shall not constitute a violation of these rules and shall not be the subject matter of an ethics complaint hereunder.
- (9) *Unauthorized use of city staff.* A member shall not use his or her superior position to unduly pressure or request or otherwise require a member of the city staff to:
- a. Do clerical work on behalf of a family member, business, social, church or fraternal interests;
 - b. Purchase goods and services to be used for personal, business or political purposes; and
 - c. Work for him or her personally without offering him or her just compensation.
- (10) *Restrictions on contracts with former members.* The city shall not enter into any contract with any person or business represented by such person, who has been within the preceding 12-month period a member, unless the contract is awarded by a competitive bid or a committee selection process.

-
- (11) *Improper use of official non-public information.* Members shall not directly or indirectly make use of, or permit others to make use of, official information, which at the time of its disclosure is not subject to being made available to the general public, for the purpose of furthering a private interest regardless of whether the private interest belongs to the member or a third party.
 - (12) *Unauthorized attempts to bind the city.* Members shall not order any goods and services for the city without prior official authorization for such an expenditure, nor shall members attempt to obligate the city nor give the impression of obligating the city without proper prior authorization to purchase or otherwise be liable for any goods, services or property.
 - (13) *Improper influence in city judicial matters.* No member shall attempt to unduly influence the outcome of a case before the municipal court of the city nor shall any member engage in ex parte communication with a municipal court judge of the city on any matter pending before the municipal court of the city.
 - (14) *Retaliatory action against city employees.* No member shall attempt to influence or take any adverse employment action against a city employee due to such city employee's provision of truthful information about such member or any other member, including any information that forms a part of a complaint or answer submitted under this code of ethics or which is provided pursuant to an investigation or hearing conducted in accordance with this code of ethics.

(Ord. No. 2016-01-01, § 2, 1-11-2016; Ord. No. 2020-12-35, § 2, 12-7-2020)

Sec. 2-263. Receipt of complaints and subsequent process.

- (a) All complaints against members shall be filed with the city clerk on the form as set forth in this Article and may be filed electronically or in person, provided, however, to discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a member, whether currently serving as a member or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.
- (b) No action may be taken on any complaint which is filed later than one year after a violation of this code of ethics is alleged to have occurred, and a complaint alleging a violation must be filed within six months from the date the complainant knew or should have known of the action alleged to be a violation; such limitation periods to be measured from the date of the last act occurring in furtherance of and/or in conjunction with such violation, but no later than 24 months after the first act alleged to be a violation. No proceedings under this article shall be instituted or prosecuted after the earlier of: (i) the expiration of the term of office of the person complained against; or (ii) the resignation, death, vacancy, disqualification or withdrawal from office of the person against whom a complaint is filed.
- (c) No action may be taken on any complaint which arises out of substantially the same facts or circumstance which have previously served as the basis for a complaint pursuant to this article unless new evidence is presented.
- (d) A separate complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. Each complaint shall state: (i) a separate count for each alleged violation; (ii) the specific section of federal/state law, the City Charter/ordinance, or this ethics ordinance alleged to be violated for each count; (iii) with specificity, the facts which are alleged to constitute the violation; and (iv) the documentary evidence which the charging party possesses. Copies of said documentary evidence shall be attached to the complaint as exhibits.

-
- (e) All complaints shall contain an oath that the facts set forth therein are true and correct to the best of the complainant's knowledge in substantially the following form:

"STATE OF GEORGIA

COUNTY OF FULTON

AFFIDAVIT AND VERIFICATION OF ETHICS COMPLAINT

Personally appeared before the undersigned officer duly authorized to administer oaths, (Name of person filing complaint) ("complainant"), who after being duly sworn states as follows: on oath deposes that the statements in the foregoing Complaint are true and correct to the best of his/her knowledge and belief. The affiant further acknowledges that false statements made in this application may result in a prosecution against them for false swearing, a felony under O.C.G.A. 16-10-71.

1. "I have read the foregoing Ethics Complaint and the facts stated therein are true and correct to the best of my knowledge, information, and belief."
2. "I affirm that the allegations contained in the complaint are based upon personal knowledge, credible information, or documents reasonably believed to be authentic."

Date of alleged violation: _____

3. "I attest that I first became aware of the conduct alleged to constitute an ethics violation on or about the following date:"

Date complainant became aware: _____

4. "I further attest that this complaint is not being filed for purposes of political advantage, harassment, retaliation, or publicly, but rather in being in good faith to report a potential violation of the City of Johns Creek Code of Ethics."
5. I understand that knowingly making a false statement under oath may constitute the offense of false swearing under Georgia law O.C.G.A. 16-10-71.

(Signature of person filing complaint)

Sworn to and subscribed
before me this ____ day of ____, 20__.

Notary Public"

Complaints filed without the required oath or lacking sufficient factual detail may be rejected by the city clerk without prejudice and returned to the complainant for correction.

- (f) Upon receipt of a complaint, ~~the city clerk will~~
- (i) the city clerk will deliver a copy of the complaint to the city manager and city attorney;
 - (ii) the city clerk will process the complaint for preliminary review as provided in Section 2-264;
 - (iii) if the complaint passes preliminary administrative review, then the complaint will be forwarded to a duly appointed hearing officer;
 - (iv) after a hearing officer is appointed, the hearing officer will conduct the frivolity review as provided in section 2-264; and

(v) if the complaint passes frivolity review, the hearing officer shall proceed as set forth in Section 2-265, and the Mayor and Council will thereafter proceed as set forth in Section 2-266.

(Ord. No. 2016-01-01, § 3, 1-11-2016; Ord. No. 2020-12-35, § 3, 12-7-2020)

Sec. 2-264. Preliminary review, aAppointment of hearing officer, service of complaint, frivolity review, burden of proof, right to counsel

- (a) Upon receipt of a properly verified complaint, the city clerk and city attorney shall conduct a preliminary administrative review within five business days to determine whether the complaint:
- i. Complies with the filing requirements
 - ii. Alleges conduct within the jurisdiction of this article; and
 - iii. Contains sufficient facts that, if proven, would constitute a violation.

If the complaint fails to meet these requirements, it shall be dismissed without prejudice. The complaining party shall have 15 calendar days from the dismissal to refile the complaint correcting the defect, and in the event no timely refile of the complaint is made, the complaint shall be thereafter governed by Section 2-263 (c). Service of the dismissal due to failure of the preliminary administrative review shall be made by personal service, by certified mail, return receipt requested, by statutory overnight delivery or electronic service, read receipt requested.

- (b) If the complaint passes preliminary review, the city clerk shall appoint a hearing officer. Said hearing officer: ~~All complaints filed hereunder shall be heard before a hearing officer who:~~ (i) shall be a competent attorney at law of good standing in his or her profession, (ii) shall have at least five years' experience in the practice of law, and (iii) shall not maintain an office within a ten-mile radius of the city, and (iv) have no contractual or employment relationship with the city. The city clerk shall maintain a listing of no less than five qualified attorneys to serve as a hearing officer pursuant to this section. ~~Upon receipt of a properly verified complaint, To appoint a hearing officer,~~ the city clerk shall draw names randomly from the listing of qualified hearing officers and appoint the first one who is available to serve in the matter. Once a hearing officer is appointed, no member shall communicate with or otherwise contact the hearing officer, except as authorized herein, unless such member is the complainant or the member charged in the complaint; however, no party to a complaint shall engage in ex parte communications with the hearing officer.
- (c) ~~Original pleadings shall be filed with the city clerk and the city clerk shall cause the complaint to be served on the member charged as soon as practicable but in no event later than seven calendar days after receipt of a verified complaint. Service may be by personal service, by certified mail, return receipt requested, ~~or~~ by statutory overnight delivery~~ or electronic service, read receipt requested.

(d) Frivolity Review

Fifteen days after service of the complaint and no later than 45 days after receipt of the complaint, the duly appointed hearing officer shall conduct a review of the complaint and any answer that may have been filed to determine if the complaint is frivolous. A complaint may be determined to be frivolous as follows:

- (i) The complaint contains allegations that the complainant knew or reasonably should have known were false or materially misleading.
- (ii) The complaint fails to identify a specific provision of the Code of Ethics, the City Charter, or applicable federal/state law allegedly violated.
- (iii) The complaint relies solely on rumor, speculation, anonymous statements, or unsubstantiated information without supporting facts.

-
- (iv) The complaint alleges conduct that clearly does not fall within the jurisdiction of this article.
- (v) The complaint repeats allegations previously investigated and resolved under this article without presenting new or material evidence.
- (vi) The complaint contains only conclusory statements without specific supporting facts or documentation.
- (ee) In all proceedings under this section, the burden of proof shall be on the complaining party. Further, the quantum of proof required to establish a violation under this article shall be beyond a reasonable doubt.
- (f) The complaining party as well as the member who is the subject of inquiry shall have the right to representation by counsel at all stages of these proceedings, at his/her own cost.
- (Ord. No. 2016-01-01, § 4, 1-11-2016; Ord. No. 2020-12-35, § 1, 12-7-2020)

Sec. 2-265. Hearing.

- (a) The member charged in the complaint shall have 15 calendar days to file an answer to the complaint; provided, however, the member charged shall have no obligation to file an answer to any complaint.
- (b) Upon the expiration of the 15 calendar day answer period ~~but no later than 45 days after the complaint was received~~, the hearing officer shall conduct the frivolity review as set forth in Section 2-264. ~~review the complaint and answer, if any, to determine: (i) whether the complaint is in conformity of the requirements of section 2-263 above, (ii) whether upon consideration of the complaint and answer, the complain is unjustified, frivolous, patently unfounded, or (iii) whether upon consideration of the complaint and answer, the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article.~~
- (c) ~~If the complaint fails based upon the requirements of the forgoing subsection (b) If the complaint fails the frivolity review~~, the complaint shall be dismissed, ~~and the hearing officer shall state the stating basis for said dismissal. Service of the dismissal may be by personal service, by certified mail, return receipt requested, by statutory overnight delivery or electronic service, read receipt requested. If the dismissal is based upon the failure to comply with subsections 2-263 (d) or (e), the complaining party shall have 15 calendar days to refile the complaint correcting the defect. If the corrected complaint is not filed within said 15 calendar day period, the provisions of subsection 2-263 (c) shall apply to the complaint. If the complaint fails, the provisions of subsection 2-263 (c) shall apply to the complaint.~~
- (d) Upon a determination that the complaint should not be dismissed pursuant to the foregoing subsection (c), ~~If the complaint passes the frivolity review~~, the hearing officer ~~shall investigate the complaint and may be empowered to collect evidence and information concerning any complaint and to add the findings and results of its investigations to the file containing such complaint. In furtherance of this investigation, the hearing officer may seek such further information from the complainant or the member charged through inquiry or written questions, provided, however the member charged shall have no obligation to answer any inquiries; and make a further determination as to whether the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article in accordance with section 2-265 (b) above. If it is determined that the complaint should not be dismissed pursuant to this subsection, then the provisions of subsection 2-265(d)(2) below shall apply; or~~ All investigations under this section shall be completed within 60 calendar days of the filing of the complaint.
- (e) Within seven calendar days of the completion of the investigation, the hearing officer shall:
- (2) — Conduct a hearing in accordance with the administrative hearing procedures, as adopted by resolution by council, regarding the allegations set forth in the complaint. At any hearing, the member who is the subject of inquiry shall have the right: (i) to representation by counsel at all stages of these proceedings, (ii) to written notice of the hearing at least ten calendar days before the first hearing, (iii) to hear and examine

~~the evidence and witnesses, (iv) to not testify, and (v) to submit evidence and call witnesses to oppose or mitigate the allegations. In all hearings held under this section, the rules of evidence applicable in civil cases shall apply.~~

~~(e) All investigations under this section shall be completed within 45 calendar days of the filing of the complaint. Should the investigation not be completed in said period, the complaint will be deemed dismissed as a failure to state facts sufficient to invoke the disciplinary jurisdiction of the city council. Within seven calendar days of the completion of the investigation, the hearing officer shall:~~

(1) Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council, or

(2) Conduct a hearing in accordance with the administrative hearing procedures, as adopted by resolution by council, regarding the allegations set forth in the complaint. The hearing officer shall provide written notice of the hearing to the parties at least ten calendar days before the hearing.

(3) If a dismissal is entered, the hearing officer shall state the basis for said dismissal. Service of the dismissal may be personal service, by certified mail, return receipt requested, by statutory overnight delivery or electronic service, read receipt requested.

(42) If a hearing is held, within fifteen days of the hearing, the hearing officer shall ~~pre~~prepare a report of findings and recommendations to the mayor and city council.

~~(3) Should the hearing officer determine to submit a report in the matter,~~ The report shall consist of: (1) a written finding of facts; (2) a determination that the complaint establishes beyond a reasonable doubt that a violation has been committed, and if so, the specific violation and evidence supporting the same, and (3) a recommendation regarding the punishment for such violation. The hearing officer's written report shall be delivered to the city clerk who shall provide a copy to the city manager, city attorney, and the mayor and council and serve a copy on the complainant and member charged by personal service, by certified mail, return receipt requested or by statutory overnight delivery. The hearing officer's report shall not be final until acted upon by the city council, as provided in section 2-266.

~~(f45)~~ Any person violating any provision of this article is subject to:

1a. Public or private reprimand or censure by the city council;

2b. Request for resignation by the city council;

3e. Removal from office in accordance with the City's Charter and all applicable state and local laws. The hearing officer may not recommend removal, only the initiation of removal proceedings under 2.16 of the City's Charter.

~~d. The hearing officer's written determination of findings and recommendations shall be delivered to the city clerk who shall provide a copy to the city manager and the mayor and council and serve a copy on the complainant and member charged by personal service, by certified mail, return receipt requested or by statutory overnight delivery. Such findings shall not be final until approved by vote of the city council, as provided in section 2-266.~~

(Ord. No. 2016-01-01, § 5, 1-11-2016; Ord. No. 2020-12-35, § 5, 12-7-2020)

Sec. 2-266. Report to mayor and council, final judgment.

(a) Upon receipt of findings and recommendations from the hearing officer, the mayor and council must act on the no later than 45 days after the hearing officer's report. Mayor and Council may:

(1) By simple majority accept the findings and recommendations of the hearing officer.

-
- (2) By simple majority accept the findings of fact and reject the recommended discipline, instead substituting its own discipline.
 - (3) By a ~~supermajority consisting of a~~ majority of those present forming a quorum, ~~plus one~~, reject the findings and recommendations and either: (1) dismiss the complaint, or (2) conduct its own hearing in accordance with section 2-265 hereof. Upon the completion of such hearing, the findings and recommendations of the mayor and council shall be binding.

(4) If the hearing officer's recommendation is to initiate removal proceedings, then that recommendation may be accepted by an affirmative vote of five members a majority of city council.

- (b) If the subject of the complaint is the mayor or any city councilmember, he or she will not be allowed to vote pursuant to this section or participate in any hearing held pursuant to this section ~~other than as set forth and allowable by the member charged~~, nor shall such position be counted for the purposes of establishing a quorum.
- (c) Upon a final judgment and certification of the minutes of the meeting disposing of the matter, the city clerk shall serve the ~~respondent~~ parties with a copy of the certified minutes and ~~findings and recommendations~~ final judgment by personal service, certified mail (return receipt requested) or by Federal Express or other overnight delivery service.

(Ord. No. 2016-01-01, § 6, 1-11-2016; Ord. No. 2020-12-35, § 6, 12-7-2020)

Sec. 2-267. Right to appeal.

- (a) Any member or complainant adversely affected by the findings or recommendations of the city council may obtain judicial review of such decision as provided in this section.
- (b) An action for judicial review may be commenced by filing ~~an application for a writ of certioraria~~ a petition for judicial review in the Superior Court of Fulton County within 30 calendar days after the final action on a complaint pursuant to this article. The filing of such ~~application~~ petition shall act as supersedeas.

(Ord. No. 2016-01-01, § 7, 1-11-2016; Ord. No. 2020-12-35, § 7, 12-7-2020)

CITY OF JOHNS CREEK ETHICS COMPLAINT FORM

Section 1 — Complainant Information

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Relationship to the City (check one):

- ☐ Resident
- ☐ Business Owner
- ☐ City Employee
- ☐ Appointee to Board/Commission
- ☐ Other: _____

Section 2 — Respondent Information

Name of person alleged to have committed violation:

The City of Johns Creek Code of Ethics regulates conduct of **members**, defined in Section 2-261 as **city councilmembers and appointed board, committee, or commission members**.

Position (check one):

- ☐ Mayor
- ☐ City Councilmember
- ☐ Board / Commission / Committee Appointee

Board / Commission (if applicable):

Section 3 — Ethics Provision Allegedly Violated

Please identify the provision(s) of **Section 2-262 – Prohibitions** alleged to have been violated.

Check all that apply:

- ☐ Failure to comply with applicable law (identify which law below)
- ☐ Improper direction or interference with city staff
- ☐ Improper influence regarding boards, committees, or commissions
- ☐ Improper acceptance of gifts or benefits
- ☐ Conflict of interest or failure to disclose financial interest
- ☐ Improper use of public property
- ☐ Coercion or misuse of official position
- ☐ Voting on matters involving personal interest
- ☐ Unauthorized use of city staff
- ☐ Improper contract involvement by former member
- ☐ Improper use of non-public information
- ☐ Unauthorized attempt to bind the city
- ☐ Improper influence regarding municipal court matters
- ☐ Retaliation against city employees

Identification of the law alleged to have been violated (if applicable):

Section 4 — Description of Alleged Violation

Provide a detailed description of the facts constituting the alleged violation.

Include:

- dates
- locations
- individuals involved
- actions taken
- how the conduct violates the Code of Ethics

Attach additional pages if necessary.

Section 5 — Evidence Supporting Complaint

Identify and attach any documents or evidence supporting the complaint.

Examples include:

- emails
- written communications
- public records
- meeting minutes
- photographs
- financial disclosures
- other relevant materials

Evidence attached:

☐ Yes

☐ No

Description of evidence:

Section 6 — Witnesses

List any witnesses who may have relevant information.

Name | Contact Information | Description of Knowledge

Section 7 — Date Complainant Became Aware of Alleged Violation

Pursuant to the Code of Ethics, complaints must be filed **within six months after the complainant knew or reasonably should have known of the alleged violation, measured from the date of the last act occurring in furtherance of and/or in conjunction with such violation, but no later than 24 months after the first act alleged to be a violation.**

Date complainant first became aware of the alleged violation:

Explain how you became aware:

Section 8 — Prior Complaints

Has this complaint or substantially similar allegations previously been filed with the City?

☐ Yes

☐ No

If yes, explain:

Section 9 — Administrative Review Process

Before a complaint may proceed to a hearing officer, it will undergo **preliminary administrative review by the City Clerk and City Attorney**.

During this review the complaint will be evaluated to determine whether:

- (1) complies with the filing requirements;
- (2) alleges conduct within the jurisdiction of this article; and
- (3) contains sufficient facts that, if proven, would constitute a violation.

Only complaints that pass administrative review will be forwarded to **a hearing officer**.

Section 10 — Sworn Affidavit and Verification

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned officer authorized to administer oaths, personally appeared:

Name: _____

Who, being duly sworn, states as follows:

- 1. I have read this Ethics Complaint and the statements contained herein are true and correct to the best of my knowledge, information, and belief.

-
2. I affirm that the allegations contained in the complaint are based upon personal knowledge, credible information, or documents reasonably believed to be authentic.
 3. I attest that I first became aware of the alleged ethics violation on or about the date stated in Section 7 of this complaint.
 4. I further attest that this complaint is not being filed for purposes of political advantage, harassment, retaliation, or publicity, but rather in good faith to report a potential violation of the City of Johns Creek Code of Ethics.
 5. I understand that knowingly making false statements under oath may constitute the criminal offense of false swearing under Georgia law.

Signature of Complainant:

Date:

Sworn to and subscribed before me
this ____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

Section 11 — Filing Instructions

Completed complaints must be filed with:

City Clerk
City of Johns Creek

Complaints may be submitted:

- ☐ In person
- ☐ By certified mail
- ☐ By authorized electronic submission

All complaints must include:

- completed complaint form
- sworn affidavit
- supporting documentation (if available); clearly labeled and legible

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF JOHNS CREEK,
GEORGIA BY AMENDING ARTICLE IX, CODE OF ETHICS, TO CHAPTER 2,
ADMINISTRATION**

WHEREAS, the duly elected governing authority of the City of Johns Creek, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the duly elected governing authority of the City of Johns Creek, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government; and

WHEREAS, the Mayor and City Council seek to improve clarity, consistency and efficiency in receipt and processing of ethics complaints.

NOW THEREFORE, the Council of the City of Johns Creek, Georgia hereby ordains that the Code of the City Article IX, Code of Ethics, to Chapter 2, Administration reads as follows:

Sec. 2-261. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appointee shall be any person appointed to a city board, committee or commission by the city council or mayor.

City councilmember shall be any person who is a city councilmember, including the mayor of the city.

City staff shall be any person who is a full-time or part-time employee of the city, as well as any full-time or part-time employee of any independent contractor contracted to perform specific duties for, and on behalf of, the city.

Family member means the spouse, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, or daughter, daughter-in-law of a city councilmember or an appointee

Financial interest means all direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is ten percent or more.

Government or *city* shall be construed to mean the City of Johns Creek, Georgia, government.

Member shall include city councilmembers and appointees.

Substantial interest means the following: (i) funds received by the member from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less; or (ii) the member is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

Sec. 2-262. Prohibitions.

All members shall meet the following standards:

- (1) *Compliance with the law.* Members shall comply with all laws of the United States, the State of Georgia, and the city in the performance of their public duties. These laws include, but are not limited to: the United States and Georgia Constitutions; laws pertaining to conflicts of interest, elections, campaigns, financial disclosures, employer responsibilities, and open processes of government; and city ordinances and written policies.
- (2) *Policy role of members.* Members shall respect and adhere to the structure of government of the city as outlined in the City's Charter and policies and procedures. In this structure, the city council determines the policies of the city with the advice, information and analysis provided by the public, boards, committees, commissions, and city staff. Members shall not direct the activities of city staff, interfere with the day-to-day administrative functions of the city or the professional duties of the city staff, nor impair the ability of city staff to implement city council policy decisions.
- (3) *Independence of boards, committees and commissions.* Because of the value of the independent advice of boards, committees and commissions to the public decision-making process, city councilmembers shall refrain from using their position to influence unduly the deliberations or outcomes of board, committee and commission proceedings of which they are not members. Members shall also refrain from appearing or speaking on behalf of themselves or third parties in front of any board, committee or commission of the city; however, this prohibition shall not prevent (i) a councilmember from appearing or speaking on behalf of the city in front of an independent authority or commission of the city created by the general assembly as its own political subdivision, (ii) members from speaking on behalf of the city board, committee, commission or council on which they serve when such city board, committee, commission or council has expressly authorized and appointed such member to speak on its behalf or (iii) a member from serving on more than one board, committee or commission of the city.
- (4) *Acceptance of gifts, benefits or remuneration.*
 - a. Members shall not solicit or accept directly or indirectly anything of value from any person, corporation, or group which:
 1. Has, or is seeking to obtain, contractual or other business or financial relationships with the city, unless: a member's contractual relationship with such person, corporation, or group existed prior to the city's contractual relationship or prior to the member's election or appointment to office; the member, if in office at the time the contractual, business or financial relationship came before the city for consideration, disclosed such relationship or, if not in office at such time, has immediately disclosed the relationship to the city after being elected or appointed to office and becoming aware of the city's

relationship with such person, corporation or group; the member abstained from discussion of the city's consideration of entering a contract with such person, corporation, or group or competing vendor; the member abstained from voting on any matter related to the relationship between such person, corporation, or group or the subject contract or services; and the member did not make personal use of any official non-public information, as prohibited by subsection (k) hereof;

2. In exchange for the thing of value, seeks to have a member exercise a matter of discretion in his or her favor; or
 3. In exchange for the thing of value, seeks to have interests which may be affected by the performance or nonperformance of the official duty of the member.
- b. Members shall not directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor, promise, benefit or thing of value for him/herself or another person if:
1. It could reasonably be considered to influence the member in the future, and the member is involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large; or
 2. It could reasonably be considered to influence, benefit or reward the member, and the member recently has been, or is now or within six months in the future, involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large.
- c. The above prohibitions shall not apply in the case of:
1. Occasional nonpecuniary gift of insignificant trinkets or gifts such as a calendar, memento or pen received in the normal course of business with a value of less than \$100.00 and admission to and or consumption of food and beverages at a breakfast, lunch, dinner, function or event;
 2. Award publicly presented in recognition of public service;
 3. Transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as now or hereafter amended;
 4. A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction; or
 5. Campaign contributions made and reported in accordance with Georgia laws.

6. Any gift, loan, favor, promise or thing of value from a family member.
- (5) *Conflict of interest.*
 - a. A member may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the member has a substantial interest.
 - b. A member who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
 - c. Where the interest of a member in the subject matter of a vote or decision is remote or incidental, the member may participate in the vote or decision and need not disclose the interest.
- (6) *Use of public property.* A member shall not use city property of any kind for other than officially approved activities, nor shall he or she direct city staff to use such property for these purposes.
- (7) *Coercion by members.* A member shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him or her or a family member, or those with whom a member has a financial interest.
- (8) *Voting in matters of personal interest.* A member shall not vote on an ordinance or amendment for a specific item in a city council meeting that would directly affect his or her private business. Provided, however, that in the event of an ordinance of general application or a matter of city-wide application, or in the event such vote would be proper under the City Charter such member shall disclose such interest and, following such disclosure, shall be allowed to vote on such matter and such vote shall not constitute a violation of these rules and shall not be the subject matter of an ethics complaint hereunder.
- (9) *Unauthorized use of city staff.* A member shall not use his or her superior position to unduly pressure or request or otherwise require a member of the city staff to:
 - a. Do clerical work on behalf of a family member, business, social, church or fraternal interests;
 - b. Purchase goods and services to be used for personal, business or political purposes; and
 - c. Work for him or her personally without offering him or her just compensation.
- (10) *Restrictions on contracts with former members.* The city shall not enter into any contract with any person or business represented by such person, who has been within the preceding 12-month period a member, unless the contract is awarded by a competitive bid or a committee selection process.

- (11) *Improper use of official non-public information.* Members shall not directly or indirectly make use of, or permit others to make use of, official information, which at the time of its disclosure is not subject to being made available to the general public, for the purpose of furthering a private interest regardless of whether the private interest belongs to the member or a third party.
- (12) *Unauthorized attempts to bind the city.* Members shall not order any goods and services for the city without prior official authorization for such an expenditure, nor shall members attempt to obligate the city nor give the impression of obligating the city without proper prior authorization to purchase or otherwise be liable for any goods, services or property.
- (13) *Improper influence in city judicial matters.* No member shall attempt to unduly influence the outcome of a case before the municipal court of the city nor shall any member engage in ex parte communication with a municipal court judge of the city on any matter pending before the municipal court of the city.
- (14) *Retaliatory action against city employees.* No member shall attempt to influence or take any adverse employment action against a city employee due to such city employee's provision of truthful information about such member or any other member, including any information that forms a part of a complaint or answer submitted under this code of ethics or which is provided pursuant to an investigation or hearing conducted in accordance with this code of ethics.

Sec. 2-263. Receipt of complaints and subsequent process.

- (a) All complaints against members shall be filed with the city clerk on the form as set forth in this Article and may be filed electronically or in person, provided, however, to discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a member, whether currently serving as a member or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.
- (b) No action may be taken on any complaint which is filed later than one year after a violation of this code of ethics is alleged to have occurred, and a complaint alleging a violation must be filed within six months from the date the complainant knew or should have known of the action alleged to be a violation; such limitation periods to be measured from the date of the last act occurring in furtherance of and/or in conjunction with such violation, but no later than 24 months after the first act alleged to be a violation. No proceedings under this article shall be instituted or prosecuted after the earlier of: (i) the expiration of the term of office of the person complained against; or (ii) the resignation, death, vacancy, disqualification or withdrawal from office of the person against whom a complaint is filed.
- (c) No action may be taken on any complaint which arises out of substantially the same facts or circumstance which have previously served as the basis for a complaint pursuant to this article unless new evidence is presented.

- (d) A separate complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. Each complaint shall state: (i) a separate count for each alleged violation; (ii) the specific section of federal/state law, the City Charter/ordinance, or this ethics ordinance alleged to be violated for each count; (iii) with specificity, the facts which are alleged to constitute the violation; and (iv) the documentary evidence which the charging party possesses. Copies of said documentary evidence shall be attached to the complaint as exhibits.
- (e) All complaints shall contain an oath that the facts set forth therein are true and correct to the best of the complainant's knowledge in substantially the following form:

"STATE OF GEORGIA
COUNTY OF FULTON

AFFIDAVIT AND VERIFICATION OF ETHICS COMPLAINT

Personally appeared before the undersigned officer duly authorized to administer oaths, (Name of person filing complaint) ("complainant"), who after being duly sworn states as follows:

1. "I have read the foregoing Ethics Complaint and the facts stated therein are true and correct to the best of my knowledge, information, and belief."
2. "I affirm that the allegations contained in the complaint are based upon personal knowledge, credible information, or documents reasonably believed to be authentic."
Date of alleged violation: _____
3. "I attest that I first became aware of the conduct alleged to constitute an ethics violation on or about the following date:"
Date complainant became aware: _____
4. "I further attest that this complaint is not being filed for purposes of political advantage, harassment, retaliation, or publicly, but rather in good faith to report a potential violation of the City of Johns Creek Code of Ethics."
5. I understand that knowingly making a false statement under oath may constitute the offense of false swearing under Georgia law O.C.G.A. 16-10-71.

(Signature of person filing complaint)

Sworn to and subscribed
before me this ____ day of ____, 20__.

Notary Public"

Complaints filed without the required oath or lacking sufficient factual detail may be rejected by the city clerk without prejudice and returned to the complainant for correction.

- (f) Upon receipt of a complaint,
 - (i) the city clerk will deliver a copy of the complaint to the city manager and city attorney;
 - (ii) the city clerk will process the complaint for preliminary review as provided in Section 2-264;
 - (iii) if the complaint passes preliminary administrative review, then the complaint will be forwarded to a duly appointed hearing officer;
 - (iv) after a hearing officer is appointed, the hearing officer will conduct the frivolity review as provided in section 2-264; and
 - (v) if the complaint passes frivolity review, the hearing officer shall proceed as set forth in Section 2-265, and the Mayor and Council will thereafter proceed as set forth in Section 2-266.

Sec. 2-264. Preliminary review, appointment of hearing officer, service of complaint, frivolity review, burden of proof, right to counsel

- (a) Upon receipt of a properly verified complaint, the city clerk and city attorney shall conduct a preliminary administrative review within five business days to determine whether the complaint:
 - i. Complies with the filing requirements
 - ii. Alleges conduct within the jurisdiction of this article; and
 - iii. Contains sufficient facts that, if proven, would constitute a violation.

If the complaint fails to meet these requirements, it shall be dismissed without prejudice. The complaining party shall have 15 calendar days from the dismissal to refile the complaint correcting the defect, and in the event no timely refiling of the complaint is made, the complaint shall be thereafter governed by Section 2-263 (c). Service of the dismissal due to failure of the preliminary administrative review shall be made by personal service, by certified mail, return receipt requested, by statutory overnight delivery or electronic service, read receipt requested.

- (b) If the complaint passes preliminary review, the city clerk shall appoint a hearing officer. Said hearing officer: (i) shall be a competent attorney at law of good standing in his or her profession, (ii) shall have at least five years' experience in the practice of law, and (iii) shall not maintain an office within a ten-mile radius of the

city, and (iv) have no contractual or employment relationship with the city. The city clerk shall maintain a listing of no less than five qualified attorneys to serve as a hearing officer pursuant to this section. To appoint a hearing officer, the city clerk shall draw names randomly from the listing of qualified hearing officers and appoint the first one who is available to serve in the matter. Once a hearing officer is appointed, no member shall communicate with or otherwise contact the hearing officer, except as authorized herein, unless such member is the complainant or the member charged in the complaint; however, no party to a complaint shall engage in ex parte communications with the hearing officer.

- (c) Original pleadings shall be filed with the city clerk and the city clerk shall cause the complaint to be served on the member charged as soon as practicable but in no event later than seven calendar days after receipt of a verified complaint. Service may be by personal service, by certified mail, return receipt requested, by statutory overnight delivery or electronic service, read receipt requested.

- (d) Frivolity Review

Fifteen days after service of the complaint and no later than 45 days after receipt of the complaint, the duly appointed hearing officer shall conduct a review of the complaint and any answer that may have been filed to determine if the complaint is frivolous. A complaint may be determined to be frivolous as follows:

- (i) The complaint contains allegations that the complainant knew or reasonably should have known were false or materially misleading.
 - (ii) The complaint fails to identify a specific provision of the Code of Ethics, the City Charter, or applicable federal/state law allegedly violated.
 - (iii) The complaint relies solely on rumor, speculation, anonymous statements, or unsubstantiated information without supporting facts.
 - (iv) The complaint alleges conduct that clearly does not fall within the jurisdiction of this article.
 - (v) The complaint repeats allegations previously investigated and resolved under this article without presenting new or material evidence.
 - (vi) The complaint contains only conclusory statements without specific supporting facts or documentation.
- (e) In all proceedings under this section, the burden of proof shall be on the complaining party. Further, the quantum of proof required to establish a violation under this article shall be beyond a reasonable doubt.
- (f) The complaining party as well as the member who is the subject of inquiry shall have the right to representation by counsel at all stages of these proceedings, at his/her own cost.

Sec. 2-265. Hearing.

- (a) The member charged in the complaint shall have 15 calendar days to file an answer to the complaint; provided, however, the member charged shall have no obligation to file an answer to any complaint.
- (b) Upon the expiration of the 15 calendar day answer period but no later than 45 days after the complaint was received, the hearing officer shall conduct the frivolity review as set forth in Section 2-264.
- (c) If the complaint fails the frivolity review, the complaint shall be dismissed, and the hearing officer shall state the basis for said dismissal. Service of the dismissal may be by personal service, by certified mail, return receipt requested, by statutory overnight delivery or electronic service, read receipt requested.
- (d) If the complaint passes the frivolity review, the hearing officer shall investigate the complaint and may seek such further information from the complainant or the member charged through inquiry or written questions, provided, however the member charged shall have no obligation to answer any inquiries. All investigations under this section shall be completed within 60 calendar days of the filing of the complaint.
- (e.) Within seven calendar days of the completion of the investigation, the hearing officer shall:
 - (1) Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council, or
 - (2) Conduct a hearing in accordance with the administrative hearing procedures, as adopted by resolution by council, regarding the allegations set forth in the complaint. The hearing officer shall provide written notice of the hearing to the parties at least ten calendar days before the hearing.
 - (3) If a dismissal is entered, the hearing officer shall state the basis for said dismissal. Service of the dismissal may be personal service, by certified mail, return receipt requested, by statutory overnight delivery or electronic service, read receipt requested.
 - (4) If a hearing is held, within fifteen days of the hearing, the hearing officer shall Prepare a report of findings and recommendations to the mayor and city council. The report shall consist of: (1) a written finding of facts; (2) a determination that the complaint establishes beyond a reasonable doubt that a violation has been committed, and if so, the specific violation and evidence supporting the same, and (3) a recommendation regarding the punishment for such violation. The hearing officer's written report shall be delivered to the city clerk who shall provide a copy to the city manager, city attorney, and the mayor and council and serve a copy on the complainant and member charged by personal service, by certified mail, return receipt requested or by statutory overnight delivery. The hearing officer's report shall not be final until acted upon by the city council, as provided in section 2-266.

- (5) Any person violating any provision of this article is subject to:
1. Public or private reprimand or censure by the city council;
 2. Request for resignation by the city council;
 3. Removal from office in accordance with the City's Charter and all applicable state and local laws. The hearing officer may not recommend removal, only the initiation of removal proceedings under 2.16 of the City's Charter.

Sec. 2-266. Report to mayor and council, final judgment.

- (a) Upon receipt of findings and recommendations from the hearing officer, the mayor and council must act on the no later than 45 days after the hearing officer's report. Mayor and Council may:
- (1) By simple majority accept the findings and recommendations of the hearing officer.
 - (2) By simple majority accept the findings of fact and reject the recommended discipline, instead substituting its own discipline.
 - (3) By a majority of those present forming a quorum reject the findings and recommendations and either: (1) dismiss the complaint, or (2) conduct its own hearing in accordance with section 2-265 hereof. Upon the completion of such hearing, the findings and recommendations of the mayor and council shall be binding.
 - (4) If the hearing officer's recommendation is to initiate removal proceedings, then that recommendation may be accepted by a majority of city council.
- (b) If the subject of the complaint is the mayor or any city council member, he or she will not be allowed to vote pursuant to this section or participate in any hearing held pursuant to this section, nor shall such position be counted for the purposes of establishing a quorum.
- (c) Upon a final judgment and certification of the minutes of the meeting disposing of the matter, the city clerk shall serve the parties with a copy of the certified minutes and final judgment by personal service, certified mail (return receipt requested) or by Federal Express or other overnight delivery service.

Sec. 2-267. Right to appeal.

- (a) Any member or complainant adversely affected by the findings or recommendations of the city council may obtain judicial review of such decision as provided in this section.
- (b) An action for judicial review may be commenced by filing a petition for judicial review in the Superior Court of Fulton County within 30 calendar days after the final action on a complaint pursuant to this article. The filing of such petition shall act as supersedeas.

CITY OF JOHNS CREEK ETHICS COMPLAINT FORM

Section 1 — Complainant Information

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Relationship to the City (check one):

- ☐ Resident
 - ☐ Business Owner
 - ☐ City Employee
 - ☐ Appointee to Board/Commission
 - ☐ Other: _____
-

Section 2 — Respondent Information

Name of person alleged to have committed violation:

The City of Johns Creek Code of Ethics regulates conduct of **members**, defined in Section 2-261 as **city councilmembers and appointed board, committee, or commission members**.

Position (check one):

- ☐ Mayor
- ☐ City Councilmember
- ☐ Board / Commission / Committee Appointee

Board / Commission (if applicable):

Section 3 — Ethics Provision Allegedly Violated

Please identify the provision(s) of **Section 2-262 – Prohibitions** alleged to have been violated.

Check all that apply:

- ☐ Failure to comply with applicable law (identify which law below)
- ☐ Improper direction or interference with city staff
- ☐ Improper influence regarding boards, committees, or commissions
- ☐ Improper acceptance of gifts or benefits
- ☐ Conflict of interest or failure to disclose financial interest
- ☐ Improper use of public property
- ☐ Coercion or misuse of official position
- ☐ Voting on matters involving personal interest
- ☐ Unauthorized use of city staff
- ☐ Improper contract involvement by former member
- ☐ Improper use of non-public information
- ☐ Unauthorized attempt to bind the city
- ☐ Improper influence regarding municipal court matters
- ☐ Retaliation against city employees

Identification of the law alleged to have been violated (if applicable):

Section 4 — Description of Alleged Violation

Provide a detailed description of the facts constituting the alleged violation.

Include:

- dates
- locations
- individuals involved
- actions taken
- how the conduct violates the Code of Ethics

Attach additional pages if necessary.

Section 5 — Evidence Supporting Complaint

Identify and attach any documents or evidence supporting the complaint.

Examples include:

- emails
- written communications
- public records
- meeting minutes
- photographs
- financial disclosures
- other relevant materials

Evidence attached:

☐ Yes

☐ No

Description of evidence:

Section 6 — Witnesses

List any witnesses who may have relevant information.

Name | Contact Information | Description of Knowledge

Section 7 — Date Complainant Became Aware of Alleged Violation

Pursuant to the Code of Ethics, complaints must be filed **within six months after the complainant knew or reasonably should have known of the alleged violation, measured from the date of the last act occurring in furtherance of and/or in conjunction with such violation, but no later than 24 months after the first act alleged to be a violation.**

Date complainant first became aware of the alleged violation:

Explain how you became aware:

Section 8 — Prior Complaints

Has this complaint or substantially similar allegations previously been filed with the City?

☐ Yes

☐ No

If yes, explain:

Section 9 — Administrative Review Process

Before a complaint may proceed to a hearing officer, it will undergo **preliminary administrative review by the City Clerk and City Attorney**.

During this review the complaint will be evaluated to determine whether:

- (1) complies with the filing requirements;
- (2) alleges conduct within the jurisdiction of this article; and
- (3) contains sufficient facts that, if proven, would constitute a violation.

Only complaints that pass administrative review will be forwarded to **a hearing officer**.

Section 10 — Sworn Affidavit and Verification

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned officer authorized to administer oaths, personally appeared:

Name: _____

Who, being duly sworn, states as follows:

1. I have read this Ethics Complaint and the statements contained herein are true and correct to the best of my knowledge, information, and belief.
2. I affirm that the allegations contained in the complaint are based upon personal knowledge, credible information, or documents reasonably believed to be authentic.
3. I attest that I first became aware of the alleged ethics violation on or about the date stated in Section 7 of this complaint.
4. I further attest that this complaint is not being filed for purposes of political advantage, harassment, retaliation, or publicity, but rather in good faith to report a potential violation of the City of Johns Creek Code of Ethics.
5. I understand that knowingly making false statements under oath may constitute the criminal offense of false swearing under Georgia law.

Signature of Complainant:

Date:

Sworn to and subscribed before me
this ____ day of _____, 20.

Notary Public: _____

My Commission Expires: _____

Section 11 — Filing Instructions

Completed complaints must be filed with:

City Clerk
City of Johns Creek

Complaints may be submitted:

- ☐ In person
- ☐ By certified mail
- ☐ By authorized electronic submission

All complaints must include:

- completed complaint form

- sworn affidavit
- supporting documentation (if available); clearly labeled and legible

SO ORDAINED this 1st day of June, 2026.

APPROVED:

John Bradberry, Mayor

ATTEST:

Allison Tarpley, City Clerk

Angela C. Couch, City Attorney

AGENDA REPORT

To: Honorable Mayor and City Council

From: Brian O'Connor, Public Works Director

Date: June 1, 2026 – Council Meeting

Item: Resolution of Support for Transportation Funding Grant Applications

Item Summary

Staff requests Council support for resolutions supporting grant applications for transportation funding through the Atlanta Regional Commission's (ARC) 2026 Transportation Improvement Program (TIP) solicitation. Resolutions of Support have been requested by ARC for this program.

Background

City staff continues to seek and pursue opportunities to bring in alternative funding sources for infrastructure projects and improvements. Alternative funding sources may come from various places including the federal government, state government, or regional authorities. ARC's 2026 TIP solicitation has been identified by staff as a potential funding source for relevant projects.

The Georgia Department of Transportation develops the Statewide Transportation Improvement Program (STIP) every four years, and this list determines how federal and state transportation funding should be invested throughout the state. Projects within the 20-county Atlanta area are coordinated and selected by the Atlanta Regional Commission as part of its Regional Transportation Plan and associated Regional Transportation Improvement Program. City staff submitted Johns Creek projects from the City's adopted plans or projects otherwise approved by Council. The adopted plans from which City staff drew Johns Creek projects for submission to the Atlanta Regional Commission include the Transportation Master Plan, the Comprehensive Plan, the North Fulton Comprehensive Transportation Plan, the Recreation and Parks Strategic Plan, the Transportation Special Purpose Local Option Sales Tax (TSPLOST) list and the Town Center Vision and Plan. In addition, all applications for the TIP solicitation must have a local funding match commitment if awarded (typically 80/20) split. Staff submitted these projects and the planning study in part because these projects currently have sufficient funds already programmed to meet the required match threshold.

Federal funding from the Surface Transportation Block Grant (STBG), which includes the set aside for Transportation Alternatives (TAP), ARC's Livable Centers Initiative (LCI) program, and the Carbon Reduction Program (CRP) will be awarded to implement projects and studies which support the goals and objectives of the Atlanta Region's TIP. Council has previously adopted Resolutions of Support for TIP project submissions to ARC in 2015, 2019, 2021, and 2024.

Update

The Atlanta Regional Commission held a solicitation period for project funding proposals between December 1, 2025 and January 23, 2026. Staff has submitted four applications: three projects and one planning study for funding, listed below and shown in the attached draft resolution:

1. Medlock Bridge Road at McGinnis Ferry Road improvements (Current TSPLOST II Project)
2. Old Alabama Road Bridge Replacements (Current TSPLOST II Project)
3. Chattahoochee Greenway, Phase II (Current TSPLOST II Project)
4. Town Center to Cauley Creek Park Trail study (CIP Project seeking funding)

The ARC has requested a Resolution of Support from the Council for this application.

Recommendation

Staff recommends the Council adopt a Resolution of Support for applications submitted for the ARC 2026 TIP solicitation.

Attachment

Resolution Supporting ARC

COUNTY OF FULTON

**A RESOLUTION SUPPORTING APPLICATIONS TO THE ATLANTA REGIONAL
COMMISSION 2026 TRANSPORTATION IMPROVEMENT PROGRAM
SOLICITATION FROM THE CITY OF JOHNS CREEK, GEORGIA**

WHEREAS, the City of Johns Creek was incorporated and created by Charter granted by the State of Georgia, effective December 1, 2006, after a positive referendum vote; and

WHEREAS, Section 3.13 of the Charter outlines that the City Council shall hold regular meetings; and

WHEREAS, the Johns Creek Mayor and City Council met in a regularly scheduled Work Session on May 11, 2026, to discuss grant opportunities aligned with Council priorities including the Atlanta Regional Commission (ARC) 2026 Transportation Improvement Program (TIP) solicitation; and

WHEREAS, the ARC TIP solicitation will award federal funding from the Surface Transportation Block Grant (STBG), which includes the set aside for Transportation Alternatives (TAP), ARC's Livable Centers Initiative (LCI) program, and the Carbon Reduction Program (CRP) program will be awarded to implement projects which support the goals and objectives of the Atlanta Region's Plan; and

WHEREAS, staff has reviewed the City's adopted plans including the Transportation Master Plan, the Comprehensive Plan, the North Fulton Comprehensive Transportation Plan, the Recreation and Parks Strategic Plan, the Transportation Special Purpose Local Option Sales Tax (TSPLOST) list and the Town Center Vision and Plan for projects aligned with the ARC's 2026 TIP Solicitation; and

WHEREAS, the State Route 141 / Medlock Bridge Road at McGinnis Ferry Road project to add turn lanes and pedestrian facilities is identified in the City's Transportation Master Plan, the Comprehensive Plan, and the North Fulton Comprehensive Transportation Plan; and

WHEREAS, replacement of aging vehicular bridges on Old Alabama Road including adding pedestrian facilities to expand connectivity are identified in the City's Transportation Master Plan, the Comprehensive Plan, and the North Fulton Comprehensive Transportation Plan; and

WHEREAS, the Chattahoochee River Greenway (Phase II) project to create pedestrian connections between the City's Cauley Creek Park and McGinnis Ferry Road through the Chattahoochee River National Recreation Area (McGinnis Ferry CRNA) is identified in the Transportation Master Plan, the Recreation and Parks Strategic Plan, the Comprehensive Plan, the North Fulton Comprehensive Transportation Plan; and

COUNTY OF FULTON

WHEREAS, the Town Center to Cauley Creek Park Study to explore options for constructing a pedestrian trail connection between the City of Johns Creek Town Center and Cauley Creek Park is identified in the North Fulton Comprehensive Transportation Plan and the Town Center Vision and Plan; and

WHEREAS, the Johns Creek Mayor and City Council met in a regularly scheduled meeting held on June 1, 2026.

NOW, THEREFORE BE IT RESOLVED that Mayor and City Council hereby support the City of Johns Creek's applications for the ARC 2026 TIP solicitation; and

BE IT FURTHER RESOLVED that if awarded, the City has the ability and intention to finance all project elements that will be submitted for reimbursement as well as the 20% total project match as submitted.

SO RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOHNS CREEK, GEORGIA, this __ day of _____ 2026.

Approved:

John Bradberry, Mayor

Attest:

Allison Tarpley, City Clerk

(SEAL)

Approved as to Form:

Angela Couch, City Attorney

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Brian O'Connor, Public Works Director

Date: June 1, 2026 – Council Meeting

Item: Medlock Bridge Rd Trail – Engineering Contract

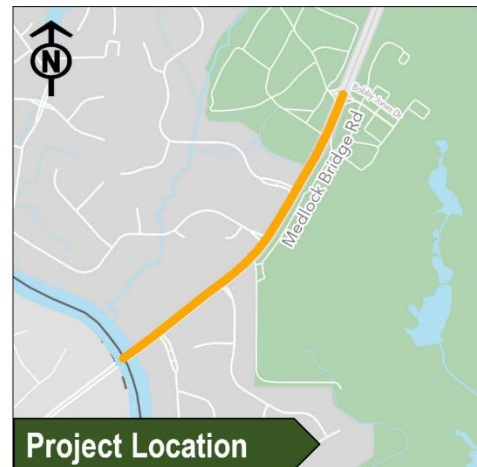
Item Summary

Staff recommends approval of an engineering contract with Barge Design Solutions in the amount of \$143,312 for the Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive) project and a Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) to accept federal Transportation Alternative funds for engineering.

Background

Since incorporation in 2006, Johns Creek has prioritized sidewalk and trail connections. With the 2018 City Comprehensive Plan update, pedestrian connectivity rose to the top of resident requests. In June 2021, Council approved updates to the sidewalk policy and prioritization scoring. At that time, Council also placed the Medlock Bridge Road trail project from the Chattahoochee River to Medlock Crossing on hold to allow staff to pursue GDOT or ARC grant funding as this project is along a State Route (SR 141).

In 2024, the City Council identified Transportation & Connectivity as a strategic priority, continuing investments in transportation projects such as trails, pedestrian and cycling connections and multi-modal transportation. In the latest update to the prioritization list, the Medlock Bridge trail project is the next project on the list that is not currently under design or construction.



In 2025, staff submitted a Transportation Alternatives (TA) Grant application to advance the Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive) project. This project will construct of a 10'-wide multi-use trail along SR 141/Medlock Bridge Road from the Chattahoochee River to Bobby Jones Drive. This segment will complete the final gap in the trail network along Medlock Bridge Road through the City of Johns Creek, spanning from the Chattahoochee River to McGinnis Ferry Road.

The City was awarded the \$400,000 grant which requires approval of a Project Framework agreement with GDOT and a \$100,000 match from the City to be funded using the TSPLOST II Bike/Pedestrian Improvements funding category.

Update

As this project will utilize federal funding, staff issued a Request for Qualifications (RFQ) to select an engineering consultant. The City received six proposals, which were thoroughly evaluated by the Selection Committee. Based on this review, the Committee unanimously recommends awarding the contract to Barge Design Solutions, as detailed in the attached Purchasing Recommendation.

Because there are currently no sidewalks or trails on either side of the corridor, the initial phase of engineering will focus on developing conceptual alignments and cost estimates for both sides of the roadway. This analysis will identify the advantages and constraints of each option, allowing staff to refine the project scope and proceed with final design on the preferred alignment.

Financial Impacts

The Medlock Bridge Road Trail project will be funded through TSPLOST II (TS0250 - Bike/Pedestrian Improvements) as well as GDOT TA Funding. The total cost of the improvements for the Medlock Bridge Road Trail project is estimated to be \$3 M and will be refined with conceptual engineering.

TSPLOST II Fund – Project TS0250 (Bike/Pedestrian Improvements)	Date	Costs	Funding	Balance
GDOT Project Framework Agreement	Proposed		\$400,000	\$400,000
Allocated TS0250 funds for Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive)	Proposed		\$100,000	\$100,000
Medlock Bridge Road Trail – Engineering	Proposed	\$143,312		\$356,688

Acceptance of these GDOT funds and allocation of TSPLOST II funds to this project will be brought to Council as part of a future budget amendment.

Recommendation

Staff recommends approving the engineering contract with Barge Design Solutions and the Project Framework Agreement (PFA) with GDOT.

Next Steps

Following Council authorization, the concept engineering phase is anticipated to last approximately nine months.

Attachments

1. Purchasing Recommendation
2. Engineering Contract
3. TSPLOST II Financial Update

4. GDOT PFA



MEMO

To: Honorable Mayor and City Council

From: Harpreet Hora, Finance Director 

By: Neil Trust, Purchasing Manager-CPM, GCPM

Date: May 11, 2026

Subject: **Purchasing Recommendation for RFQ #26-013 (Professional Engineering Services - SR141 / Medlock Bridge Road Trail – Chattahoochee River to Bobby Jones Drive)**

The above referenced Request for Qualifications (RFQ) was released on December 11, 2025, with a due date of January 20, 2026, at 2:00PM. The Solicitation was advertised on the City's website, in the State of Georgia Procurement Registry, and on BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	3101 Individuals / Firms
BidNet Georgia Purchasing Group	848 Individuals / Firms

On December 18, 2025, a Pre-Bid Meeting was held in-person at City Hall with six (6) Firms/Individuals participating. Sixty-eight (68) individuals/firms downloaded bid documents and are plan holders of Bid 26-013.

The following six (6) proposals were received and reviewed for compliance by the Purchasing Manager on January 20, 2026:

AtkinsRealis USA, Inc. (Atlanta, GA)
 Barge Design Solutions, Inc. (Atlanta, GA)
 EFK Moen, LLC (Atlanta, GA)
 Kimbley-Horn and Associates, Inc. (Peachtree Corners, GA)
 Lowe Engineers, Inc. (Atlanta, GA)
 Thomas & Hutton Engineering Co. (Savannah, GA)

On January 20, 2026, the Evaluation Committee consisting of the Public Works Director, Transportation Project Manager and Assistant City Manager received copies of the RFQ technical proposals and evaluation instructions per scoring guidelines established by the State of Georgia Department of Administrative Services.

The following technical proposal criteria would be evaluated and scored:

- | | |
|---|---------------|
| ▪ Project Understanding/Approach | 30 points max |
| ▪ Experience/Qualifications Project Team | 30 points max |
| ▪ Project Schedule | 10 points max |
| ▪ Experience/Qualifications Project Manager | 20 points max |
| ▪ References | 10 points max |

Total Available Points:	100 points
-------------------------	------------

On Wednesday February 4, 2026, the Evaluation Committee met to compare scores and weigh the technical merits of each proposal. After a thorough review, the committee named Barge Design Solutions, Inc. as the top-scoring firm and requested to schedule contract negotiations with the firm.

Following the successful conclusion of those negotiations, including an agreement on project terms, It is the unanimous decision of the Committee to recommend **Barge Design Solutions, Inc.** for this award. They were the highest-scoring firm and fully met the specifications outlined in the RFQ.

The total cost for RFQ 26-013 - **Professional Engineering Services - SR141 / Medlock Bridge Road Trail – (Chattahoochee River to Bobby Jones Drive)** project (concept design) is \$143,312.00.

This project requires the Mayor and City Council approval per our Purchasing Policy.



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 ___ day of _____, in the year 2____; 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 (“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 Technical Professions.
- **Contract Documents:** Those documents so identified in the Agreement for the Project, 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 through 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.

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 than 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; 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 General Conditions as being responsibilities of the Consultant. The General Conditions shall be in a form mutually agreeable between the City and Consultant and shall be consistent with the intent and requirements of the 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 CFR 172.9.

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 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 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 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 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 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" 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 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 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 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.
 - 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.

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.F.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.

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.

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.

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: _____
Signature

Title: City Manager _____

Name: Kimberly Greer _____
Print

Date: _____

ATTEST: _____

SEAL:

BARGE DESIGN SOLUTIONS, INC.:

By: _____
Signature

Title: _____

Name: _____
Print

Date: _____

ATTEST: _____

SEAL:

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.

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

EXHIBIT B
COST PROPOSAL

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.

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.

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.

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

EXHIBIT C
REQUIRED FORMS AND DOCUMENTS

**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

[Signature]
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



*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).

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: _____.

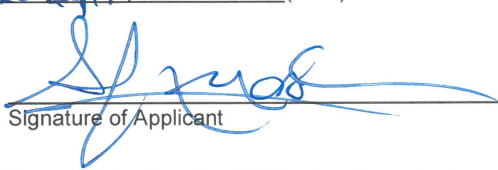
The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

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, 2026.

Jame' Daye
(Clerk/Notary Public)

My commission expires: 10/31/2028



**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

EXHIBIT D

MAP

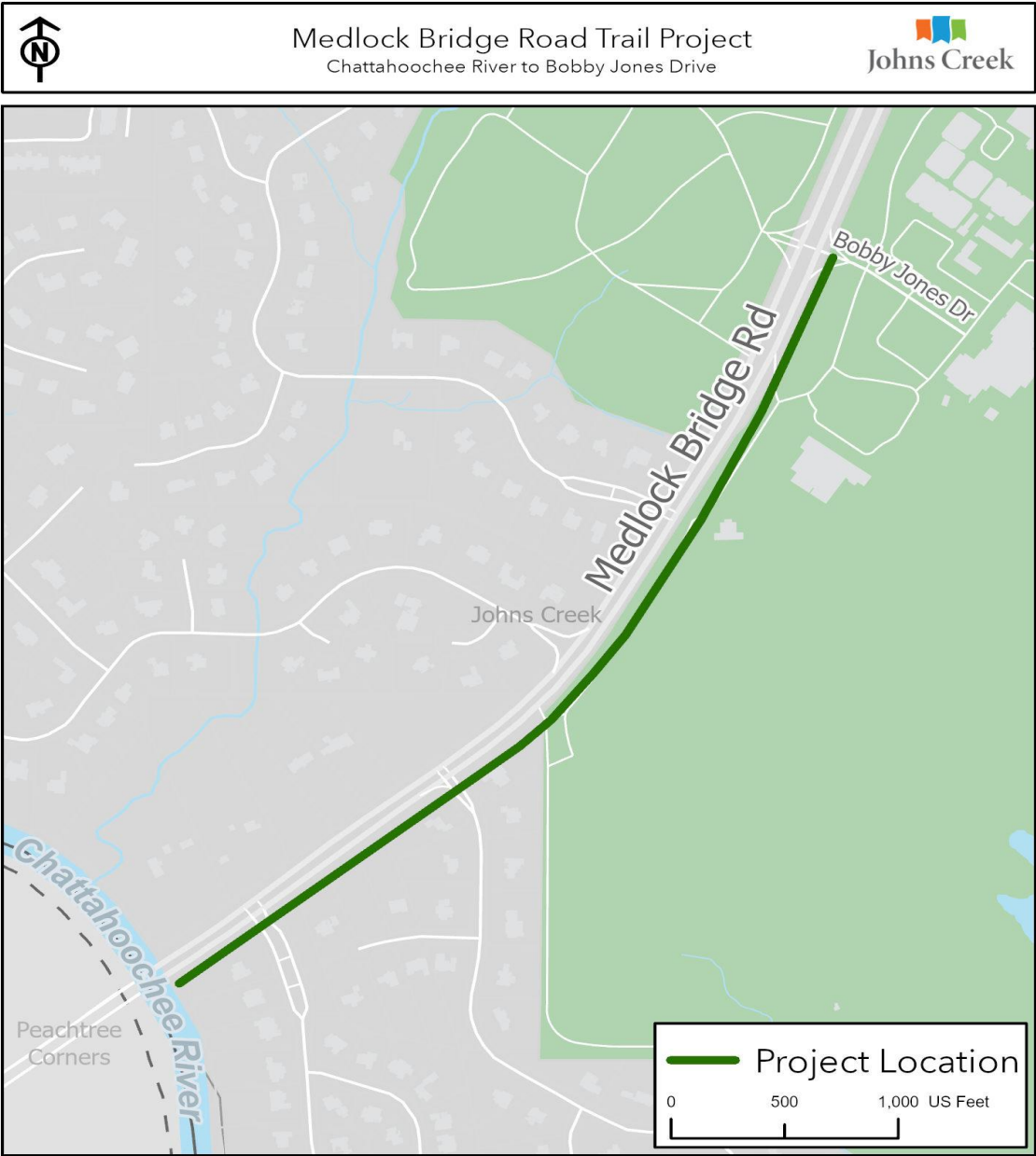


EXHIBIT D
SOLICITATION AND ADDENDA



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: <u>www.johnscreekga.gov</u>

INSTRUCTIONS TO OFFERORS

Submitting Request for Qualification (RFQ): All bid submissions shall be submitted <u>electronically and with hard copies (6) in person at City Hall.</u> 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 (1 st Floor-Ocee Rm): 11360 Lakefield Drive, Johns Creek, Georgia. 30097 Instructions for registering for BidNet can be found in special instructions:	<u>Envelope #1 (2 PDF's) Submission:</u> 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. <i>No cost proposals shall be submitted for this RFQ.</i> <i>RFQ Due & received by: January 13, 2026, 2:00pm ET Both hard copies & electronic.</i>
	<u>Special Instructions:</u> Register for BidNet at: https://www.johnscreekga.gov/Residents/Purchasing click: register and view quote/RFP opportunities
<u>IMPORTANT: SEE STANDARD TERMS AND CONDITIONS</u>	

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:

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
--

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_____

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:

_____	_____
_____	_____

TABLE OF CONTENTS

ISSUING DEPARTMENT INFORMATION	1
INSTRUCTIONS TO OFFERORS	1
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	1
OFFERORS MUST COMPLETE THE FOLLOWING	1
1.0 INTRODUCTION	7
1.1 PURPOSE OF PROCUREMENT	7
1.2 ELIGIBILITY/QUALIFICATIONS	7
1.2.1 PROPOSAL CERTIFICATION	7
1.2.2 OFFERORS CONFERENCE	7
1.3 SCHEDULE OF EVENTS	7
1.4 RESTRICTIONS ON COMMUNICATIONS WITH STAFF	8
1.5 DEFINITION OF TERMS	8
1.6.1 RESULTING CONTRACT	8
1.6.2 MANDATORY REQUIREMENTS	8
1.6.3 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS	9
1.6.5 OFFEROR'S SIGNATURE	9
1.7 SUBMITTING A STATEMENT OF QUALIFICATION	9
1.7.1 ORGANIZATION OF STATEMENT OF QUALIFICATIONS	9
1.7.2 FAILURE TO COMPLY WITH INSTRUCTION	9
1.7.5 LATE STATEMENT OF QUALIFICATIONS	10
1.8 REQUIRED REVIEW	10
1.8.1 REVIEW RFQ	10
1.8.2 FORM OF QUESTIONS	10
1.8.3 CITY'S ANSWERS	10
1.8.4 STANDARD TERMS AND CONDITIONS/STANDARD CONTRACT	10
1.8.5 PROJECT OVERSIGHT AND STAFFING	11
2.1 AUTHORITY	11
2.2 OFFEROR COMPETITION	11
2.3 RECEIPT OF STATEMENT OF QUALIFICATIONS AND PUBLIC INSPECTION	11
2.3.1 PUBLIC INFORMATION	11
2.3.2 PROCUREMENT OFFICER REVIEW OF STATEMENT OF QUALIFICATIONS	11
2.4 CLASSIFICATION AND EVALUATION OF STATEMENT OF QUALIFICATIONS	12
2.4.1 INITIAL CLASSIFICATION OF STATEMENT OF QUALIFICATIONS AS RESPONSIVE OR NON-RESPONSIVE	12
2.4.2 DETERMINATION OF RESPONSIBILITY	12
2.4.3 EVALUATION OF STATEMENT OF QUALIFICATIONS	12
2.4.4 COMPLETENESS OF STATEMENTS OF QUALIFICATIONS	12
2.4.5 EVALUATION COMMITTEE RECOMMENDATION	12
2.5 CITY'S RIGHTS RESERVED	12
3.0 MANDATORY REQUIREMENTS	13
3.1 BACKGROUND INFORMATION	13
3.2 OVERVIEW OF PROJECT SCOPE	13
3.3 <u>SCOPE OF SERVICES</u>	14

3.4	RFQ/ PROJECT GENERAL INFORMATION.....	15
3.5	PROJECT UNDERSTANDING & APPROACH - 30 POINTS MAX	16
3.6	EXPERIENCE / QUALIFICATIONS OF PROJECT TEAM OF SIMILAR SCOPE – 30 POINTS MAX 16	
3.8	PROJECT SCHEDULE – 10 POINTS MAX.....	17
3.9	REFERENCES (SIMILAR SCOPE) – 10 POINTS MAX	17
3.10	BID EVALUATION.....	17
4.0	STATEMENT OF QUALIFICATION SUBMISSION AND EVALUATION.....	17
4.1	PROCESS FOR SUBMITTING STATEMENTS OF QUALIFICATIONS.....	18
4.1.1	PREPARATION OF STATEMENT OF QUALIFICATIONS.....	18
4.1.2	PACKAGING OF STATEMENT OF QUALIFICATIONS	19
4.1.3	SUBMISSION OF STATEMENTS OF QUALIFICATIONS	19
4.2	EVALUATION PROCESS.....	20
4.2.1	ADMINISTRATIVE REVIEW.....	20
4.2.2	MANDATORY REQUIREMENTS REVIEW	20
4.2.3	TECHNICAL PROPOSALS EVALUATION.....	20
4.2.4	INTERVIEWS.....	20
4.3	REJECTION OF STATEMENTS OF QUALIFICATIONS/CANCELLATION OF RFQ.....	20
4.4	CITY’S RIGHT TO INVESTIGATE AND REJECT	21
4.4.1	OFFEROR INFORMATIONAL REQUIREMENTS.....	21
5.0	TERMS AND CONDITIONS.....	21
5.1	RFQ AMENDMENTS	21
5.2	STATEMENT OF QUALIFICATION WITHDRAWAL	21
5.3	COST FOR PREPARING STATEMENT OF QUALIFICATIONS.....	21
5.4	CONTRACT.....	21
5.4.1	CONTRACT TERM.....	22
5.5	CONFLICT OF INTEREST.....	22
5.6	MINORITY BUSINESS POLICY.....	22
5.7	ADA GUIDELINES.....	22
5.8	COMPLIANCE WITH LAWS	22
5.9	GOVERNING TERMS	22
5.10	INDEMNIFICATION	22
5.11	CORRECTIONS/CREDITS.....	23
5.12	INSURANCE	23
5.13	CANCELLATION	23
5.14	INDEPENDENT CONTRACTOR.....	23
5.15	NO ASSIGNMENT	24
5.16	AUDIT.....	24
5.17	ATTORNEY’S FEES.....	24
5.18	MISCELLANEOUS.....	24
	APPENDIX A SCHEDULE OF EVENTS	25
	APPENDIX B REQUIRED FORMS	27
	APPENDIX C LOCATION MAP	30

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.

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.

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.

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.

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

“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:

- 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:

- 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

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

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

- 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 RFO 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

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-bound).**

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).

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.

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 | <u>(10)</u> |
| ▪ Experience / Qualifications of Project Manager | (20) |
| ▪ References | <u>(10)</u> |
| | 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

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.

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

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.

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.

APPENDIX A SCHEDULE OF EVENTS
RFQ #26-013

<u>Event</u>	<u>Date</u>
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

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 *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.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

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).

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: _____

**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:** _____

**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) _____	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.)
	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 _____ ☐	
	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

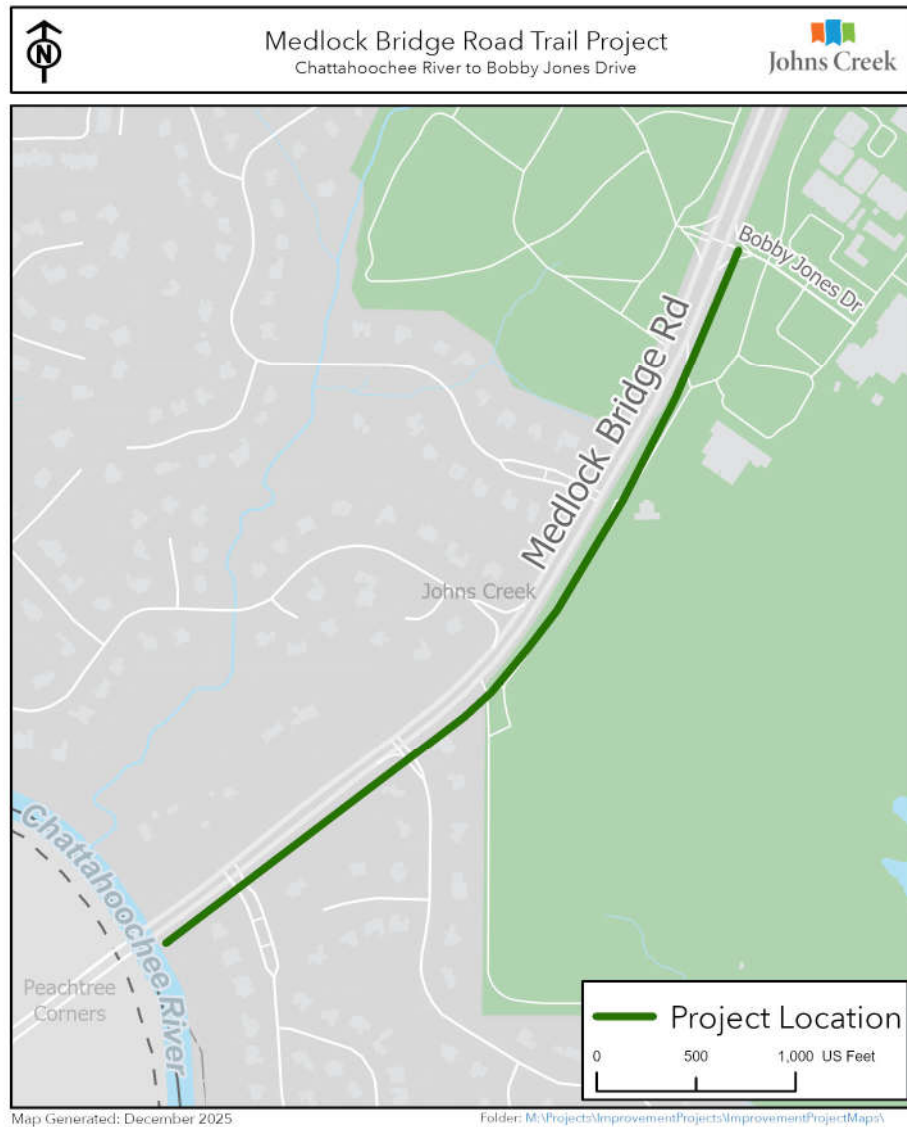
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

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

APPENDIX C LOCATION MAP





4Q: Is the contract just for concept?

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

5Q: Can the deadline be extended?

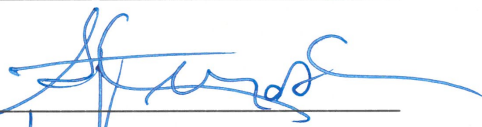
5A: The deadline has been extended to January 20, 2026, 2:00PM ET

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@johnscreekgov.com.

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

Purchasing Division

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



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.

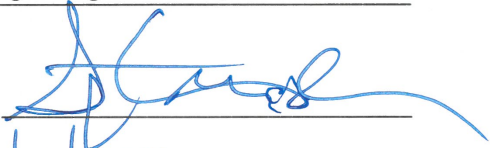
1. **Concept Drawing**
2. **Answers to Questions asked in BidNet**

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@johnscreekgas.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

**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).

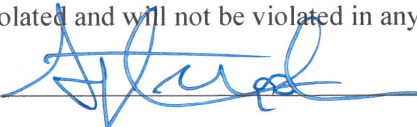
It is understood and agreed that this Statement of Qualification constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City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

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
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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:

<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>

EXHIBIT E

SOLICITATION RESPONSE FROM CONSULTANT



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

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



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.



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.

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.

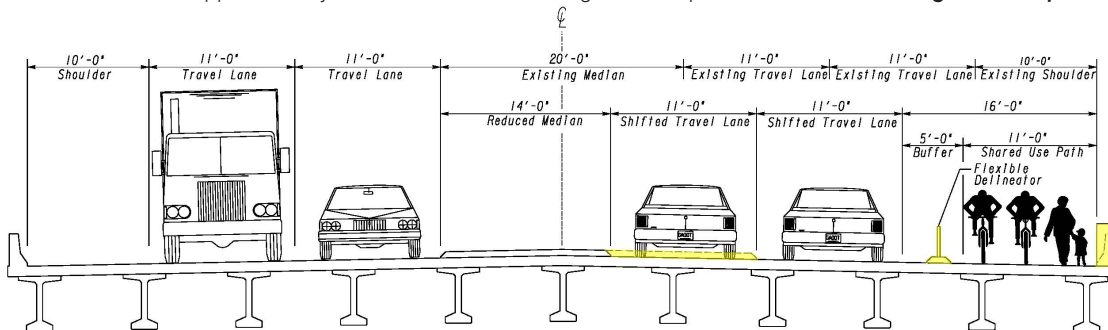
Unique Technical Approaches: We have visited the project site and reviewed the information available online and offer the following technical advice as a consultant to the City of Johns Creek.

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.

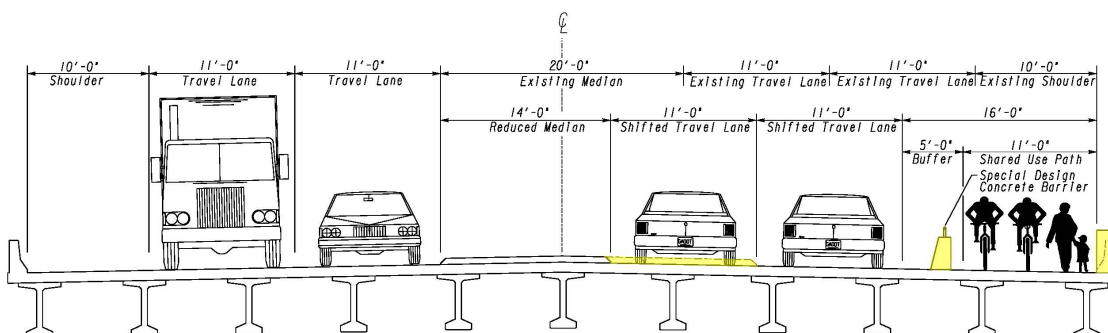
In the case of Options 1 and 2, **the 20-ft raised median would need to be reduced south of, north of, and on the bridge to 14-ft to accommodate the shared use path across the bridge.** The northbound travel lanes would need to be shifted to the inside. This reduced median width would require a Design 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

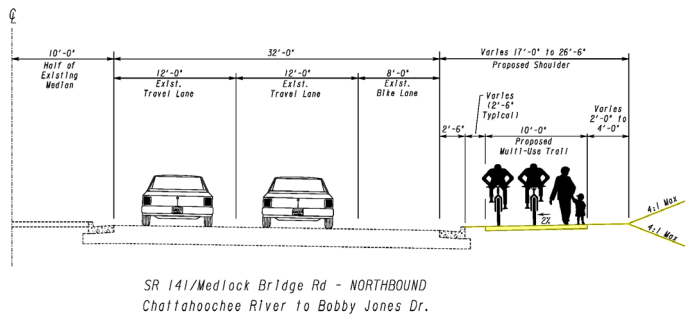


OPTION 2

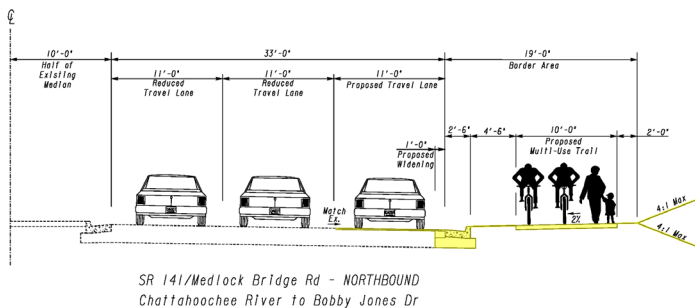


3.5 Project Understanding & Approach cont.

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.



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.**



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 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

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 knowledge 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.

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 Encroachment Permit signal modifications
- GDOT Post Construction Stormwater Permit
- City Of Johns Creek and GDOT Coordination
- Easy coordination with adjacent Medlock Bridge Road Trail



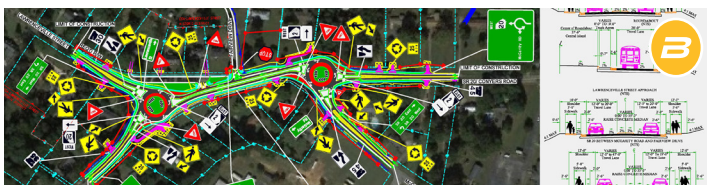
Norcross Street Bridge Replacement

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:

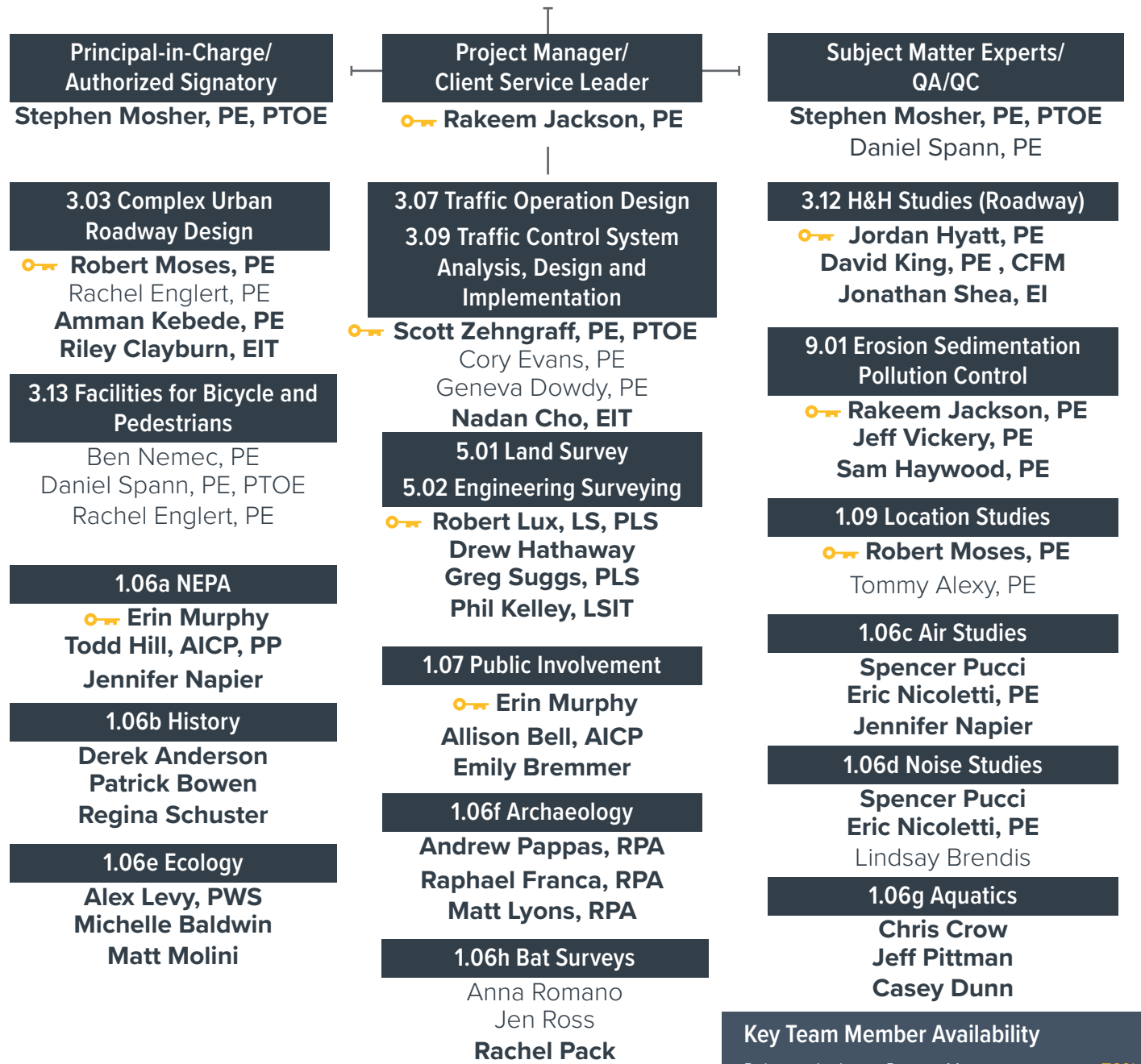
- NEPA & Permitting: Led NEPA reevaluation and Section 404/stream buffer permitting for roadway widening with significant WOTUS impacts.
- Federal Let Acceleration: Implemented an expedited schedule that unlocked federal funding and advanced the project to construction.
- Mitigation Coordination: Secured wetland and stream mitigation approvals and fees to maintain compliance and schedule.

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 Administered 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



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

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%

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.

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@johnscreekgov.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

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.

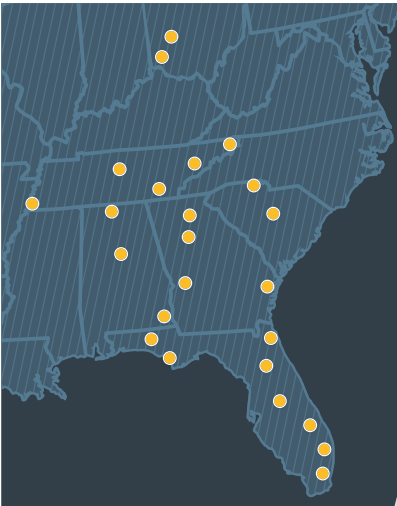
2. Number of Employees in Georgia

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.

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, Georgia.	Steve Mosher, Rachel Englert, Jeff Vickery	Cobb County DOT Rustavious 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)



Additional Submittal Requirements (insert after 3.5 - 3.8)

4. Organizational Chart

(Organizational Chart is located in the Technical Proposal, pg. 5)



Scott Zehngraft, 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 development 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 PI 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

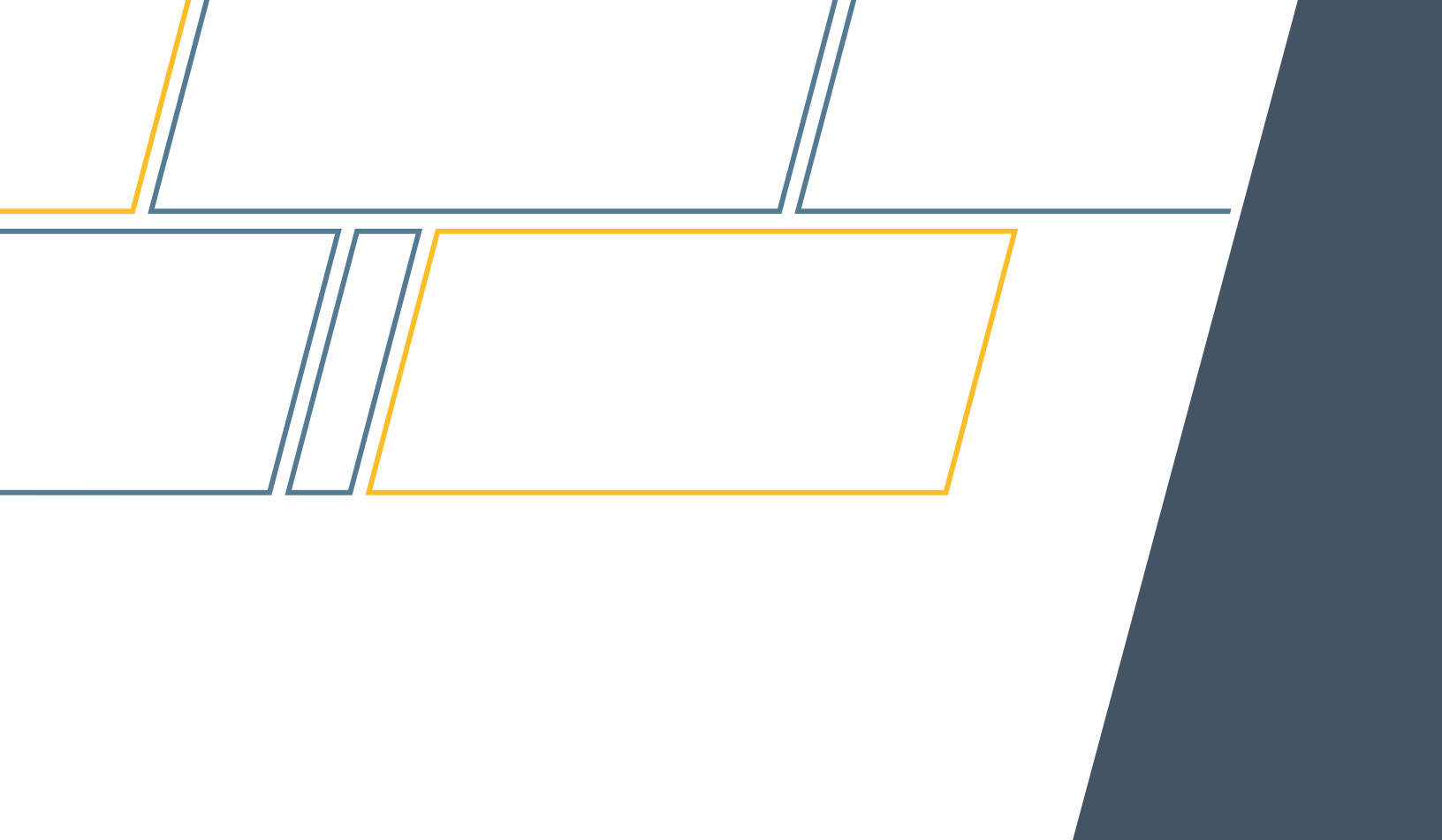
Years of Experience

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



Appendix A: Resumes

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.



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 / Glenair (B/C analysis)
- Thomas County (4 intersections, PI 0019472)
- Tanger Blvd @ Indian Creek Rd (roundabout)



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.



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.



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

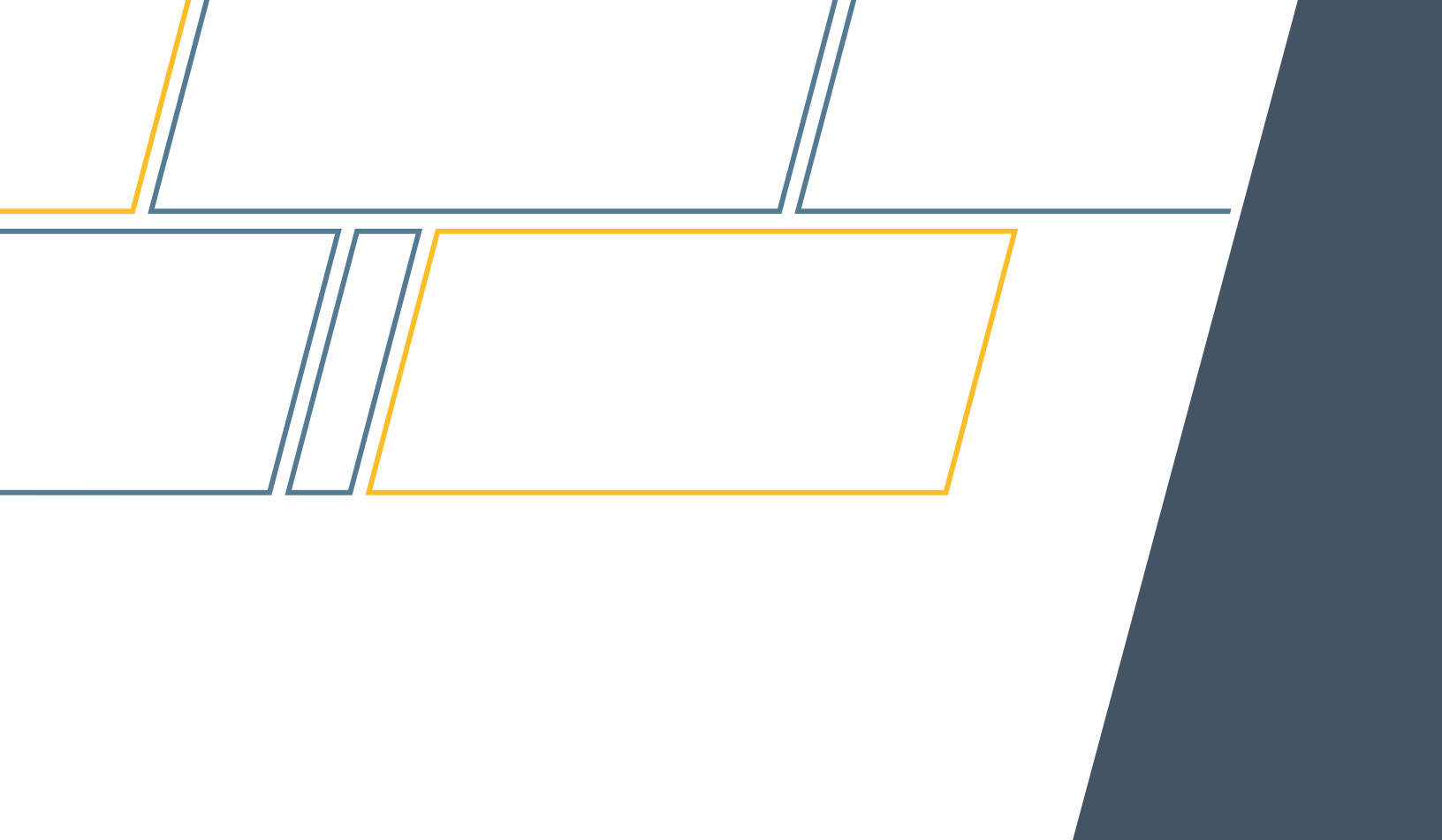
Erin managed this project to construct two miles of sidewalks within the Sandtown community, just outside of the city limits of Atlanta. Despite the minor nature of the work, the project area has a large number of environmental constraints. The project is located almost entirely within National Register 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.



Appendix B: Prequals

Appendix B Prequals

STATE OF GEORGIA DEPARTMENT OF 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			
<i>Christopher Rudd</i>			
1. Transportation Planning	3. Highway Design Roadway (continued)		
- 1.01 State Wide Systems Planning	X 3.09 Traffic Control System Analysis, Design and Implementation		
- 1.02 Urban Area and Regional Transportation Planning	X 3.10 Utility Coordination		
- 1.03 Aviation Systems Planning	X 3.11 Architecture		
- 1.04 Mass and Rapid Transportation Planning	X 3.12 Hydraulic and Hydrological Studies (Roadway)		
- 1.05 Alternate System and Corridor Location Planning	X 3.13 Facilities for Bicycles and Pedestrians		
- 1.06 Unknown	- 3.14 Historic Rehabilitation		
X 1.06a NEPA Documentation	X 3.15 Highway Lighting		
- 1.06b History	- 3.16 Value Engineering		
- 1.06c Air Studies	X 3.17 Design of Toll Facilities Infrastructure		
- 1.06d Noise Studies			
X 1.06e Ecology			
- 1.06f Archaeology	4. Highway Structures		
- 1.06g Freshwater Aquatic Surveys	X 4.01a Minor Bridges Design		
	- 4.01b Minor Bridges Design CONDITIONAL		
- 1.06h Bat Surveys	- 4.02 Major Bridges Design		
X 1.07 Attitude, Opinion and Community Value Studies	- 4.03 Movable Span Bridges Design		
X 1.08 Airport Master Planning	X 4.04 Hydraulic and Hydrological Studies (Bridges)		
X 1.09 Location Studies	X 4.05 Bridge Inspection		
X 1.10 Traffic Studies			
- 1.11 Traffic and Toll Revenue Studies	5. Topography		
- 1.12 Major Investment Studies	X 5.01 Land Surveying		
X 1.13 Non-Motorized Transportation Planning	X 5.02 Engineering Surveying		
	X 5.03 Geodetic Surveying		
2 Mass Transit Operations	- 5.04a Aerial Photography/Conventional Aircraft		
- 2.01 Mass Transit Program (Systems) Management	X 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade		
- 2.02 Mass Transit Feasibility and Technical Studies	X 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade		
- 2.03 Mass Transit Vehicle and Propulsion System	X 5.05 Aerial Photogrammetry		
- 2.04 Mass Transit Controls, Communications and Information Systems	X 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade)		
- 2.05 Mass Transit Architectural Engineering	X 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade)		
- 2.06 Mass Transit Unique Structures	X 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade)		
- 2.07 Mass Transit Electrical and Mechanical Systems	X 5.06d Topographic Remote Sensing (SONAR)		
- 2.08 Mass Transit Operations Management and Support Services	- 5.06e Topographic Remote Sensing Thermal and Infrared		
X 2.09 Aviation	X 5.07 Cartography		
- 2.10 Mass Transit Program (Systems) Marketing	- 5.08 Subsurface Utility Engineering		
3 Highway Design Roadway	6. Soils, Foundation & Materials Testing		
X 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design	- 6.01a Soil Surveys		
X 3.02 Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers	- 6.01b Geological and Geophysical Studies		
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	- 6.02 Bridge Foundation Studies		
X 3.04 Multi-Lane, Limited Access Expressway Type Highway Design	- 6.03 Hydraulic and Hydrological Studies (Soils and Foundation)		
X 3.05 Design of Urban Expressway and Interstate	- 6.04a Laboratory Materials Testing		
X 3.06 Traffic Operations Studies	- 6.04b Field Testing of Roadway Construction Materials		
X 3.07 Traffic Operations Design	X 6.05 Hazard Waste Site Assessment Studies		
X 3.08 Landscape Architecture	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		

Appendix B Prequals

STATE OF GEORGIA DEPARTMENT OF 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			
<i>Christopher Rudd</i>			
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 ☒ 1.06a NEPA Documentation ☒ 1.06b History ☒ 1.06c Air Studies ☒ 1.06d Noise Studies ☒ 1.06e Ecology ☒ 1.06f Archaeology ☒ 1.06g Freshwater Aquatic Surveys ☒ 1.06h Bat Surveys ☒ 1.07 Attitude, Opinion and Community Value Studies ☒ 1.08 Airport Master Planning ☒ 1.09 Location Studies ☒ 1.10 Traffic Studies ☐ 1.11 Traffic and Toll Revenue Studies ☒ 1.12 Major Investment Studies ☒ 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued)	☒ 3.09 Traffic Control System Analysis, Design and Implementation ☐ 3.10 Utility Coordination ☐ 3.11 Architecture ☒ 3.12 Hydraulic and Hydrological Studies (Roadway) ☒ 3.13 Facilities for Bicycles and Pedestrians ☐ 3.14 Historic Rehabilitation ☐ 3.15 Highway Lighting ☐ 3.16 Value Engineering ☐ 3.17 Design of Toll Facilities Infrastructure
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 ☐ 2.09 Aviation ☐ 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures	☒ 4.01a Minor Bridges Design ☒ 4.01b Minor Bridges Design CONDITIONAL ☐ 4.02 Major Bridges Design ☐ 4.03 Movable Span Bridges Design ☐ 4.04 Hydraulic and Hydrological Studies (Bridges) ☐ 4.05 Bridge Inspection
3. Highway Design Roadway	☒ 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design ☒ 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers ☒ 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 ☒ 3.04 Multi-Lane, Limited Access Expressway Type Highway Design ☒ 3.05 Design of Urban Expressway and Interstate ☒ 3.06 Traffic Operations Studies ☒ 3.07 Traffic Operations Design ☒ 3.08 Landscape Architecture	5. Topography	☐ 5.01 Land Surveying ☐ 5.02 Engineering Surveying ☐ 5.03 Geodetic Surveying ☐ 5.04a Aerial Photography/Conventional Aircraft ☐ 5.04b Aerial Photography Unmanned Aircraft System (UAS) Concept Grade ☐ 5.04c Aerial Photography Unmanned Aircraft System (UAS) Design Grade ☐ 5.05 Aerial Photogrammetry ☐ 5.06a Topographic Remote Sensing (LIDAR) (Conventional Aircraft, Terrestrial Sensors and Mobile Vehicle, Boat, or Rail Units) (Design Grade) ☐ 5.06b Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Design Grade) ☐ 5.06c Topographic Remote Sensing (Unmanned Aircraft Systems LIDAR) (Concept Grade) ☐ 5.06d Topographic Remote Sensing (SONAR) ☐ 5.06e Topographic Remote Sensing Thermal and Infrared ☐ 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 ☒ 6.05 Hazard Waste Site Assessment Studies
		8. Construction	☐ 8.01 Construction Supervision ☐ 8.02 Airport Construction Administration and Observation
		9. Erosion and Sedimentation Control	☒ 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

BARGE

DESIGN SOLUTIONS®

2839 PACES FERRY ROAD SE // SUITE 850
ATLANTA // GEORGIA // 30339
770-628-7631
BARGEDESIGN.COM

TSPLOST II PROGRAM FINANCIAL SUMMARY - 5/1/26

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 Chattahoochee Trib	Engineering	\$3,500,000	\$16,000,000	\$19,500,000	\$19,660,000	(\$160,000)
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	\$3,125,000	\$1,610,495	\$4,735,495	\$4,718,911	\$16,584
5	Nesbit Ferry Rd Trail (Colony Club to Brumbelow)	Engineering	\$1,200,000	(\$100,000)	\$1,100,000	\$1,200,000	(\$100,000)
6	Nesbit Ferry Rd Trail (Brumbelow to Mt. Pisgah)	Engineering	\$3,050,000	\$0	\$3,050,000	\$3,050,000	\$0
7	North Fulton Comprehensive Transportation Plan	Engineering	\$0	\$51,685	\$51,685	\$51,685	\$0
TS0230 - LANDSCAPE / STREETSCAPE							
1	Towncenter - Main Street (Lakefield Drive)	Engineering	\$2,000,000	\$0	\$2,000,000	\$5,764,000	(\$3,764,000)
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	\$5,242,850	\$8,850
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	\$950,000	\$130,082	\$1,080,082	\$1,080,082	(\$0)
2*	The Boardwalk at Towncenter - N Pond Trail (RP2460)	Construction	\$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	\$5,269,664	\$11,519,664	\$11,223,925	\$295,739
5	Buice Road (North) Sidewalk (Twingate Dr to Kingston Crossing)	Complete	\$650,000	(\$2,667)	\$647,333	\$647,333	\$0
6	Buice Rd (South) Trail (Spruill Rd to Johns Creek)	Complete	\$500,000	\$1,718,696	\$2,218,696	\$2,102,491	\$116,205
7	Towncenter - Pedestrian Crossing	Construction	\$6,000,000	\$1,913,355	\$7,913,355	\$7,913,355	(\$0)
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	\$0	\$500,000	\$500,000	\$3,250,000	(\$2,750,000)
Project Budgeted Funding and Costs			\$56,986,282	\$93,815,260	\$150,801,542	\$171,386,011	(\$20,584,468)
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			\$65,501,474	\$94,165,260	\$159,666,734	\$175,011,085	(\$15,344,350)
Additional Revenue Above Budgeted (Actuals through 2/28/26)			\$0	\$17,095,107	\$17,095,107	(\$8,328,930)	\$8,766,177
Interest (Actuals through 12/31/25)			\$0	\$3,454,727	\$3,454,727	(\$2,316,431)	\$1,138,296
						Balance	(\$5,439,877)

* 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



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 1, 2026

PI No. 0021594 Fulton County
SR 141 From Chattahoochee River to Bobby Jones Drive

Major John Bradberry
City of Johns Creek
11360 Lakefield Drive
Johns Creek, GA 30097
Attention:
Brian O'Connor
Public Works Director

Dear Major Bradberry:

Attached is the Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. An electronic copy of the fully executed agreement will be sent for your project file. As referenced in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Felecia Basolo, at 770-263-5945.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN:CCV:MSL:FAB
Attachment(s)

cc: Honorable Joseph Stein, State Transportation Board Member, Congressional District 7
Albert V. Shelby III, Director of Program Delivery
Paul DeNard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Joshua Higgins, District 7 Planning & Programming Manager

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

- ☒ 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 _____ (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: [REDACTED]) 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 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).

Revised: 02/16/2026

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 PROJECT 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 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 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 (\$400,000.00). The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount, 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 – TIP/STIP Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Sexual Harassment Prevention Policy Compliance

APPENDIX C – Certification of SPONSOR 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 – Request for Qualifications (RFQ) and Prequalified Consultant Award Selection Package

APPENDIX H – Sponsor's Insurance Certificate

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.

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

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

SPONSOR

Name: _____
Title: _____
(Address) _____

Telephone#: (XXX)-XXX-XXXX
Email: _____

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.

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.

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

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

CITY OF JOHNS CREEK, GEORGIA

By: _____
Commissioner

By _____ (Seal)
Mayor
Name: _John Bradbery_____

This Agreement, approved by City of Johns Creek,
on _____(date).

Attest:

Attest :

Treasurer

Name and Title

Federal Employer Identification
Number:

EXHIBIT A
STIP/TIP or PE COST ESTIMATE BREAKDOWN

PE Cost Estimate Breakdown					
Phase	Fiscal Year	Federal Amount	State Amount	Local Amount	Total Amount
PE					

THIS REFLECTS THE CURRENT TIP/STIP OR PE COST ESTIMATE BREAKDOWN AS OF THE EXECUTION OF THIS PFA. ANY MODIFICATION TO THE PE PHASES WILL TRIGGER A SUPPLEMENTAL PFA. ANY MODIFICATIONS TO THE ROW, UTL or CST PHASES WILL BE ADDRESSED WITH SUBSEQUENT AGREEMENTS.



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:

11-3793525

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

Date of Authorization

City of Johns Creek

Name of Sponsor/

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

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.

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

Signature

Name:

Title:

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.

Date

Signature
Name: _____
Title: _____

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.

TITLE VI ACKNOWLEDGEMENT FORM

The _____ 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 _____ 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.

Official Name and Title

Date

Citations:

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

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

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

**NOTICE TO SPONSOR
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 contract, in whole or in part.

6. Incorporation of Provisions

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

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event 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.

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.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

APPENDIX G

**Request for Qualifications (RFQ) &
Prequalified Consultant Award Selection Package (if applicable)**

Sponsor's Insurance Certificate

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Brian O'Connor, Public Works Director

Date: June 1, 2026 – Council Meeting

Item: Medlock Bridge Rd Trail – Engineering Contract

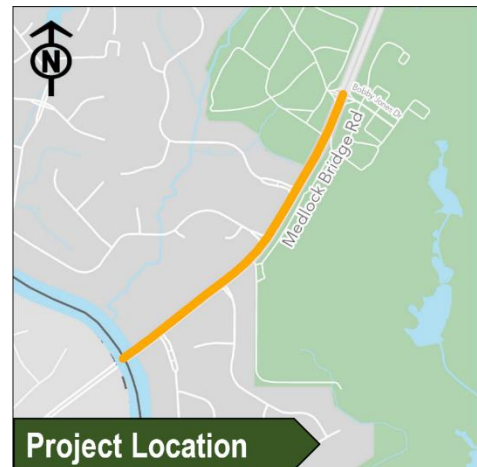
Item Summary

Staff recommends approval of an engineering contract with Barge Design Solutions in the amount of \$143,312 for the Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive) project and a Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) to accept federal Transportation Alternative funds for engineering.

Background

Since incorporation in 2006, Johns Creek has prioritized sidewalk and trail connections. With the 2018 City Comprehensive Plan update, pedestrian connectivity rose to the top of resident requests. In June 2021, Council approved updates to the sidewalk policy and prioritization scoring. At that time, Council also placed the Medlock Bridge Road trail project from the Chattahoochee River to Medlock Crossing on hold to allow staff to pursue GDOT or ARC grant funding as this project is along a State Route (SR 141).

In 2024, the City Council identified Transportation & Connectivity as a strategic priority, continuing investments in transportation projects such as trails, pedestrian and cycling connections and multi-modal transportation. In the latest update to the prioritization list, the Medlock Bridge trail project is the next project on the list that is not currently under design or construction.



In 2025, staff submitted a Transportation Alternatives (TA) Grant application to advance the Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive) project. This project will construct of a 10'-wide multi-use trail along SR 141/Medlock Bridge Road from the Chattahoochee River to Bobby Jones Drive. This segment will complete the final gap in the trail network along Medlock Bridge Road through the City of Johns Creek, spanning from the Chattahoochee River to McGinnis Ferry Road.

The City was awarded the \$400,000 grant which requires approval of a Project Framework agreement with GDOT and a \$100,000 match from the City to be funded using the TSPLOST II Bike/Pedestrian Improvements funding category.

Update

As this project will utilize federal funding, staff issued a Request for Qualifications (RFQ) to select an engineering consultant. The City received six proposals, which were thoroughly evaluated by the Selection Committee. Based on this review, the Committee unanimously recommends awarding the contract to Barge Design Solutions, as detailed in the attached Purchasing Recommendation.

Because there are currently no sidewalks or trails on either side of the corridor, the initial phase of engineering will focus on developing conceptual alignments and cost estimates for both sides of the roadway. This analysis will identify the advantages and constraints of each option, allowing staff to refine the project scope and proceed with final design on the preferred alignment.

Financial Impacts

The Medlock Bridge Road Trail project will be funded through TSPLOST II (TS0250 - Bike/Pedestrian Improvements) as well as GDOT TA Funding. The total cost of the improvements for the Medlock Bridge Road Trail project is estimated to be \$3 M and will be refined with conceptual engineering.

TSPLOST II Fund – Project TS0250 (Bike/Pedestrian Improvements)	Date	Costs	Funding	Balance
GDOT Project Framework Agreement	Proposed		\$400,000	\$400,000
Allocated TS0250 funds for Medlock Bridge Road Trail (Chattahoochee River to Bobby Jones Drive)	Proposed		\$100,000	\$100,000
Medlock Bridge Road Trail – Engineering	Proposed	\$143,312		\$356,688

Acceptance of these GDOT funds and allocation of TSPLOST II funds to this project will be brought to Council as part of a future budget amendment.

Recommendation

Staff recommends approving the engineering contract with Barge Design Solutions and the Project Framework Agreement (PFA) with GDOT.

Next Steps

Following Council authorization, the concept engineering phase is anticipated to last approximately nine months.

Attachments

1. GDOT PFA



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 1, 2026

PI No. 0021594 Fulton County
SR 141 From Chattahoochee River to Bobby Jones Drive

Major John Bradberry
City of Johns Creek
11360 Lakefield Drive
Johns Creek, GA 30097
Attention:
Brian O'Connor
Public Works Director

Dear Major Bradberry:

Attached is the Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. An electronic copy of the fully executed agreement will be sent for your project file. As referenced in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Felecia Basolo, at 770-263-5945.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KWN:CCV:MSL:FAB
Attachment(s)

cc: Honorable Joseph Stein, State Transportation Board Member, Congressional District 7
Albert V. Shelby III, Director of Program Delivery
Paul DeNard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Joshua Higgins, District 7 Planning & Programming Manager

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

- ☒ 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 _____ (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: [REDACTED]) 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 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).

Revised: 02/16/2026

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 PROJECT 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 of the SPONSOR pursuant to this Agreement.

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

Revised: 02/16/2026

- 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 insurance.

- f. If and to the extent such damage or loss (including costs and expenses) as covered by this

Revised: 02/16/2026

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 (\$400,000.00). The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount, 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 – TIP/STIP Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Sexual Harassment Prevention Policy Compliance

APPENDIX C – Certification of SPONSOR 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 – Request for Qualifications (RFQ) and Prequalified Consultant Award Selection Package

APPENDIX H – Sponsor's Insurance Certificate

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.

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

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

SPONSOR

Name: _____
Title: _____
(Address) _____

Telephone#: (XXX)-XXX-XXXX
Email: _____

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.

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.

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

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

CITY OF JOHNS CREEK, GEORGIA

By: _____
Commissioner

By _____ (Seal)
Mayor
Name: _John Bradbery_____

This Agreement, approved by City of Johns Creek,
on _____(date).

Attest:

Attest :

Treasurer

Name and Title

Federal Employer Identification
Number:

EXHIBIT A
STIP/TIP or PE COST ESTIMATE BREAKDOWN

PE Cost Estimate Breakdown					
Phase	Fiscal Year	Federal Amount	State Amount	Local Amount	Total Amount
PE					

THIS REFLECTS THE CURRENT TIP/STIP OR PE COST ESTIMATE BREAKDOWN AS OF THE EXECUTION OF THIS PFA. ANY MODIFICATION TO THE PE PHASES WILL TRIGGER A SUPPLEMENTAL PFA. ANY MODIFICATIONS TO THE ROW, UTL or CST PHASES WILL BE ADDRESSED WITH SUBSEQUENT AGREEMENTS.



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:

11-3793525

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

Date of Authorization

City of Johns Creek

Name of Sponsor/

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

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.

**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

Signature

Name:

Title:

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.

Date

Signature
Name: _____
Title: _____

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.

TITLE VI ACKNOWLEDGEMENT FORM

The _____ 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 _____ 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.

Official Name and Title

Date

Citations:

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

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

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

**NOTICE TO SPONSOR
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 contract, in whole or in part.

6. Incorporation of Provisions

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

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event 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.

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.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

APPENDIX G

**Request for Qualifications (RFQ) &
Prequalified Consultant Award Selection Package (if applicable)**

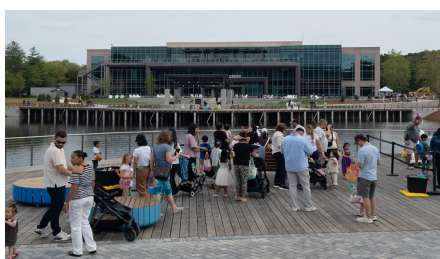
Sponsor's Insurance Certificate

April Highlights

City hosts Easter Bunny Hop



'Hoppy' memories were made at The Boardwalk at Town Center! The City's Easter Bunny Hop marked the very first community event at the beautiful new space. From egg-citing fun with



the Easter Bunny to families exploring the park for the first time, the event was filled with smiles, laughter, and lots of springtime cheer. Attendees got a first look at the Boardwalk,



enjoyed strolls along the scenic, elevated path, and experienced the natural beauty that makes the space special. Thanks to all who attended!

Medley breaks ground on second phase



Medley's second phase, known as "Encore," is officially underway following a groundbreaking ceremony in April. Mayor John Bradberry, City Council members Bob Erramilli, Chris Coughlin, and



Larry DiBiase, attended the ceremony for the second phase, which includes multi-family residences and 20,000 square feet of ground-floor retail to the mixed-use development located

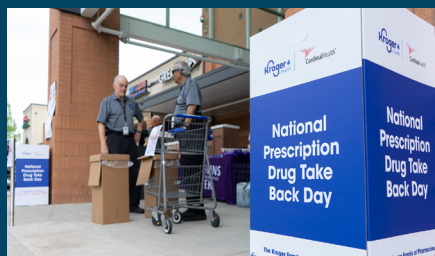


in the Johns Creek Town Center. Additionally, Toro Development Company announced seven new retailers and restaurants slated to come to Medley.

JCPD collects unused, expired medications



Thanks to our community, we collected more than 188 pounds of unused and expired medications during the Johns Creek Police Department's Drug Take-Back event at the Kroger on



State Bridge Road in April. The bi-annual event offers a safe and convenient way to dispose of medication. Thanks to our partners including Kroger, the Drug Enforcement Administration



(DEA), One Johns Creek, and the Johns Creek Citizens Auxiliary Police Services (CAPS).

April Department Stats



271

building permits received

291

permits issued



406

fire incidents

4

car seat checks



576

court cases scheduled

92%

of the 622 cases
scheduled were disposed

97%

successful probation
completion / closure rate



City Clerk’s Office & City
Attorney conducted First
Amendment Audit Training

Department Updates

Police



- Recognized three officers for completing the Georgia Public Safety Training Center Alpharetta Academy Basic Law Enforcement Training Course
- Attended the 33rd annual Georgia International Law Enforcement Exchange and Sendoff to Israel

Municipal Court

- 98% Court clearance rate
- 662 new citations filed
- 41 young adults enrolled in the Municipal Court DRIVE program with 38 successfully completing the program in April

Fire



- Conducted facility training at RAPSTC for each shift and station in a joint venture with Alpharetta Fire
- Raised funds for Autism Awareness through the annual “Fill the Boot” campaign

Community Development

- Created a Prescriptive Deck Details document to assist with the process of constructing safe, code-compliant, single-level residential wood decks
- Simplified the “Site Plan Requirements” document to clearly outline whether a simple or full site plan is needed based on the permit type

Public Works



- Set the Medlock Bridge Road Pedestrian Crossing & Tunnel structures into place
- Installed first section of the raised intersection at East Johns Crossing and Johns Creek Parkway and completed a traffic shift through the corridor

Recreation & Parks



- Installed overhead netting on Fields 1-4 at Ocee Park
- Hosted a Park Place Lunch & Learn on cyber security risks

MEMORANDUM

To: **Mayor and City Council**

From: **Harpreet Hora, Finance Director**

Date: **May 15, 2026**

Agenda: **Financial Report for FY2026 Year to Date through April 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 period ending, April 30, 2026. The report includes the revenue and expenditure forecasts for the fiscal year based on the six-month actuals for FY2026.

General Fund Revenues: As of April 30, 2026, \$29.2 million in revenues have been collected, representing 35% 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.

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 is performing above projections, averaging 7.7% growth for the first seven months compared to the same period in FY2025. The month of April saw a year-over-year increase of 6.9%.
- Insurance Premium Tax collections are projected to exceed budget by \$1 million based on FY2025 actual performance.
- Business Occupation Tax and Municipal Court Fees revenue collections are also anticipated to be higher than the budgeted amounts by \$50,000 and \$70,000 respectively.

General Fund Expenditures: As of April 30, 2026, expenditures total \$56.1 million, which is 63.7% of the revised budget amount. This is due to the Other Financing Uses and the Operating Transfers Out that amount to \$22.9 million of the total \$56.1 million. The Other Financing Uses include the E911 Supplement, Capital Projects and Enhancements, and transfers to the 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 except the Legal department are currently projected to finish the year under budget, with anticipated savings of approximately \$1.5 million. The actual expenditure for the Legal department is over budget due to the Humphreys settlement. A budget amendment will be brought forward to a future work session to address the overage.

Capital Projects: The financial packet also provides expenditure detail on each approved Capital Project, greater than \$100k, by fund and by category. The report also includes an additional page summarizing funding details for three major projects: Fire Station #63, the Maker Space at Cauley Creek, and the Boardwalk at Town Center.

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 \$2.6 million, which is expected to more than offset the \$1,041,907 shortfall.

Overall Financial Outlook: The City's overall financial position as of April 30, 2026, is on track. Both revenues and expenditure are performing within expected ranges, and the overall fiscal outlook for FY2026 is favorable.

**CITY OF JOHNS CREEK
MONTHLY FINANCIAL REPORT
PERFORMANCE DASHBOARD
For the Month Ended April 30, 2026**

GENERAL FUND DETAIL

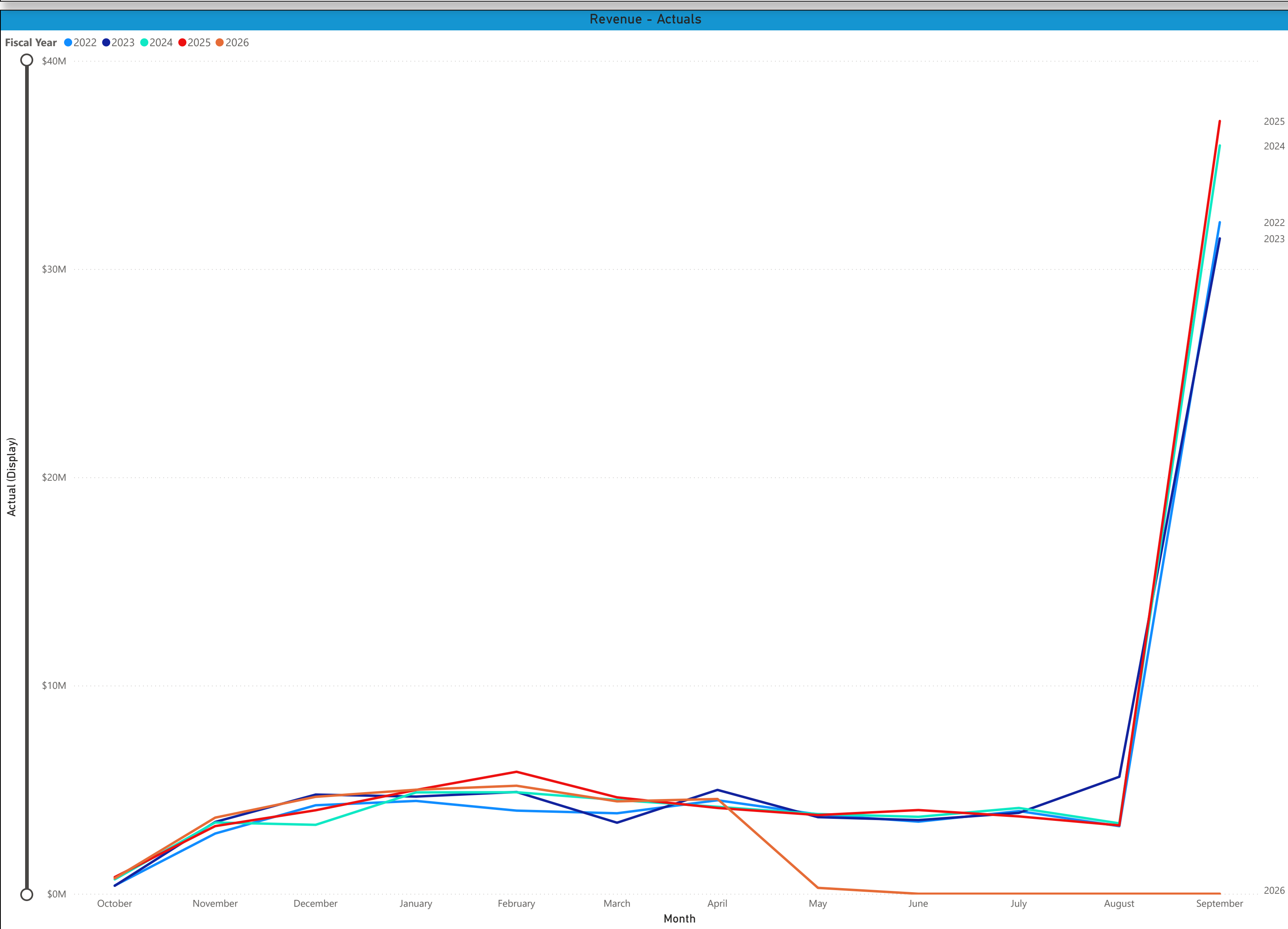
REVENUES	YTD	Forecasted	Expenditures	YTD	Forecasted
Top - 10	Status	Over/Under	Departments	Status	Over/(Under)
Local Option Sales Tax	↔	\$0	City Council	↙	(\$25,000)
Real Property CY & PY	↔	\$0	City Manager	↙	(\$200,000)
Insurance Premium Tax	↗	\$1,000,000	City Clerk	↙	(\$100,000)
Motor Vehicle TAVT	↖	(\$50,000)	Finance	↙	(\$65,000)
Interest Earnings	↔	\$0	Legal	↗	\$500,000
Electric Franchise Fees	↗	\$75,000	Information Technology	↔	\$0
Business & Occupation Tax	↗	\$50,000	Human Resources	↙	(\$150,000)
Municipal Court Fees	↗	\$70,000	Facilities	↙	(\$150,000)
Building Residential	↔	\$0	Communications	↔	\$0
Gas Franchise Fees	↖	(\$1,600)	Municipal Court	↙	(\$4,000)
Other Revenues	↔	\$0	Police	↙	(\$400,000)
			Fire	↙	(\$200,000)
			Public Works	↙	(\$400,000)
			Recreation and Parks	↙	(\$200,000)
			Community Development	↙	(\$100,000)
			Other Financing Uses	↔	\$0
Forecasted Revenue Surplus / (Loss)		\$1,143,400			
Forecasted Expenditure (Savings) / Overrun		(\$1,494,000)			
Favorable (Unfavorable) Net Surplus vs. Deficit		\$2,637,400			

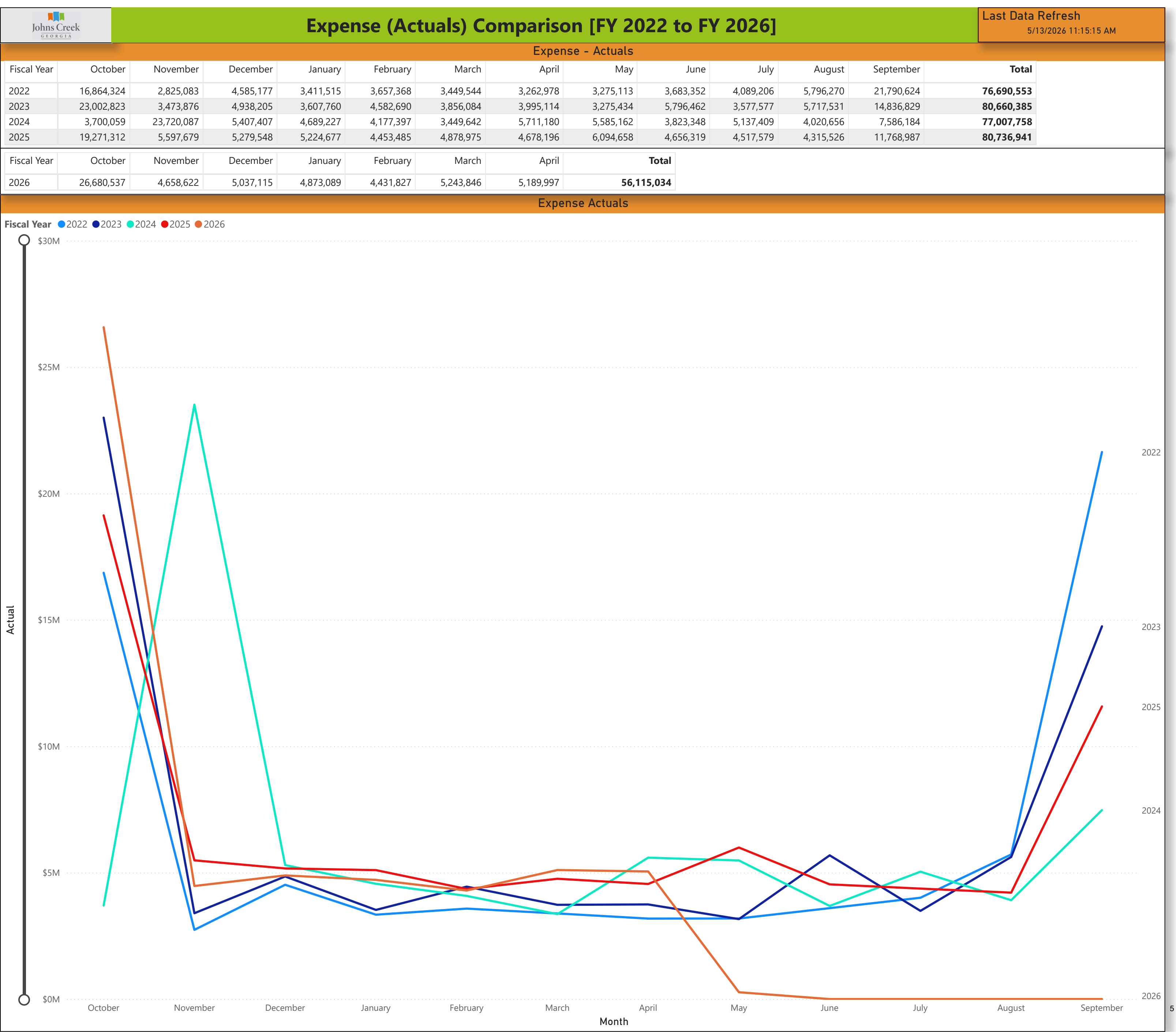
FUND SYNOPSIS

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)

* Note: The General Fund Unassigned balance has been updated based on the final FY2025 audit received from the external auditors

<div>Johns Creek GEORGIA</div>		Revenue (Actuals) Comparison [FY 2022 to FY 2026]											Last Data Refresh 5/13/2026 11:15:15 AM	
Revenue - Actuals														
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	
2022	394,279	2,892,123	4,250,122	4,457,615	3,992,107	3,864,961	4,490,478	3,809,311	3,462,147	3,970,342	3,246,038	32,248,993	71,078,515	
2023	384,332	3,448,010	4,762,848	4,667,389	4,887,434	3,411,941	4,987,650	3,678,214	3,537,118	3,885,089	5,619,277	36,294,068	79,563,370	
2024	690,938	3,422,894	3,310,154	4,867,672	4,874,495	4,505,112	4,177,307	3,827,842	3,694,778	4,119,861	3,380,759	35,935,197	76,807,009	
2025	1,718,250	3,248,578	4,009,915	4,986,955	5,858,330	4,629,325	4,120,930	3,779,940	4,019,842	3,715,171	3,283,947	37,109,630	80,480,815	
Fiscal Year	October	November	December	January	February	March	April	Total						
2026	842,701	3,839,941	4,801,053	5,154,593	5,324,010	4,575,864	4,692,737	29,230,898						





<div><div><div><div></div><div></div><div></div></div><div>Johns Creek</div><div>GEORGIA</div></div></div>		<div>Top 10 Revenues [FY 2025 and FY 2026]</div>												<div>Last Data Refresh</div> <div>5/13/2026 11:15:15 AM</div>				
<div>Top 10 Revenues - Local Option Sales Tax</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$15,195,483</div><div>\$0\$30,000,000</div></div></div>		<div>50.65%</div>		
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	Total										
2026	0	2,636,379	2,565,538	2,953,983	2,192,598	2,352,398	2,494,587	15,195,483										
<div>Top 10 Revenues - Real Property Tax (Current Year & Prior Year)</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$1,085,801</div><div>\$0\$23,443,754</div></div></div>		<div>4.63%</div>		
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	Total										
2026	0	0	366,767	281,466	165,344	272,224	0	1,085,801										
<div>Top 10 Revenues - Insurance Premium Tax</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage] [FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$0</div><div>\$0\$8,000,000</div></div></div>		<div>0.00%</div>		
2025	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	Total										
2026	0	0	0	0	0	0	0	0										
<div>Top 10 Revenues - Motor Vehicle TAVT</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$1,596,980</div><div>\$0\$3,500,000</div></div></div>		<div>45.63%</div>		
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	Total										
2026	0	304,966	225,094	269,512	303,430	210,089	283,890	1,596,980										
<div>Top 10 Revenues - Interest Earnings</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$1,214,033</div><div>\$0\$3,000,000</div></div></div>		<div>40.47%</div>		
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	Total										
2026	127,578	133,081	391,466	131,884	122,399	190,118	117,508	1,214,033										

<div>Johns Creek GEORGIA</div>		<div>Top 10 Revenues [FY 2025 and FY 2026]</div>												<div>Last Data Refresh</div> <div>5/13/2026 11:15:15 AM</div>				
<div>Top 10 Revenues - Electric Franchise Fees</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$2,180,511</div><div>\$0\$3,100,000</div></div>		<div>70.34%</div>		
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	Total										
2026	0	0	0	363,077	1,445,649	0	371,784	2,180,511										
<div>Top 10 Revenues - Business & Occupation Tax</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$1,995,602</div><div>\$0\$2,400,000</div></div>		<div>83.15%</div>		
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	Total										
2026	10,883	10,730	126,391	331,827	303,341	624,591	587,839	1,995,602										
<div>Top 10 Revenues - Municipal Court Fees</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$1,006,943</div><div>\$0\$1,500,000</div></div>		<div>67.13%</div>		
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	Total										
2026	102,037	184,575	145,726	157,823	136,798	138,373	141,612	1,006,943										
<div>Top 10 Revenues - Building Residential</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$364,639</div><div>\$0\$1,300,000</div></div>		<div>28.05%</div>		
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	Total										
2026	63,047	16,570	18,341	62,400	80,563	40,815	82,902	364,639										
<div>Top 10 Revenues - Gas Franchise Fees</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage] [FY 2026]</div>		
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$599,222</div><div>\$0\$1,200,000</div></div>		<div>49.94%</div>		
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	Total										
2026	0	0	299,611	0	0	299,611	0	599,222										

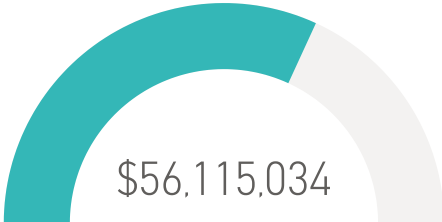
<div>Johns Creek GEORGIA</div>		<div>Top 10 Revenues [FY 2025 and FY 2026]</div>												<div>Last Data Refresh</div> <div>5/13/2026 11:15:15 AM</div>					
<div>Sub-Total Top 10 Revenue</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>			
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$24,232,271</div><div>\$0\$75,943,754</div></div>		31.91%			
2025	270,155	2,779,475	3,265,611	4,406,570	5,136,975	4,149,861	3,451,383	3,099,591	3,579,201	3,186,361	3,512,579	36,467,669	73,305,431						
Fiscal Year	October	November	December	January	February	March	April	Total								Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
2026	303,545	3,286,300	4,138,934	4,551,973	4,750,122	4,128,219	4,080,121	25,239,214											
<div>Other Revenues</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>			
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$4,998,627</div><div>\$0\$7,678,200</div></div>		65.10%			
2025	665,613	578,486	855,254	703,158	819,108	598,772	793,729	780,150	558,769	675,829	-123,898	833,646	7,738,616						
Fiscal Year	October	November	December	January	February	March	April	Total								Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
2026	539,156	553,641	662,120	602,620	573,888	447,644	612,615	3,991,684											
<div>Total [Sub-Total Top 10 Revenue + Other Revenues]</div>														<div>Actual vs. Revised Budget [FY 2026]</div>		<div>[Percentage]-[FY 2026]</div>			
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$29,230,898</div><div>\$0\$83,621,954</div></div>		34.96%			
2025	1,853,745	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	81,962,023						
Fiscal Year	October	November	December	January	February	March	April	Total								Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
2026	842,701	3,839,941	4,801,053	5,154,593	5,324,010	4,575,864	4,692,737	29,230,898											

<div>Johns Creek GEORGIA</div>		Departmental Expenditure Summary [FY 2025 and FY 2026]												Last Data Refresh 5/13/2026 11:15:15 AM			
Departmental Expenditure Summary - Mayor and City Council														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$141,555</div><div>\$0\$339,428</div></div>	41.70%		
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	Total							<div><div></div><div>\$860,818</div><div>\$0\$2,086,702</div></div>	41.25%	
2026	8,448	20,674	20,635	21,796	21,377	22,695	25,930	141,555									
Departmental Expenditure Summary - City Manager														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$232,803</div><div>\$0\$628,759</div></div>	37.03%		
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	Total							<div><div></div><div>\$1,015,914</div><div>\$0\$1,959,205</div></div>	51.85%	
2026	92,618	152,794	107,483	122,950	121,822	133,286	129,866	860,818									
Departmental Expenditure Summary - City Clerk														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$655,496</div><div>\$0\$450,000</div></div>	145.67%		
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	Total							<div><div></div><div>\$232,803</div><div>\$0\$628,759</div></div>	37.03%	
2026	29,922	34,787	36,800	31,578	34,018	30,979	34,720	232,803									
Departmental Expenditure Summary - Finance														Actual vs. Adopted Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$1,015,914</div><div>\$0\$1,959,205</div></div>	51.85%		
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	Total							<div><div></div><div>\$655,496</div><div>\$0\$450,000</div></div>	145.67%	
2026	145,935	138,423	153,790	126,625	153,320	133,541	164,281	1,015,914									
Departmental Expenditure Summary - Legal														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$655,496</div><div>\$0\$450,000</div></div>	145.67%		
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	Total							<div><div></div><div>\$655,496</div><div>\$0\$450,000</div></div>	145.67%	
2026	0	0	64,604	30,288	1,041	558,635	929	655,496									

<div>Johns Creek GEORGIA</div>		Departmental Expenditure Summary [FY 2025 and FY 2026]												Last Data Refresh 5/13/2026 11:15:15 AM			
Departmental Expenditure Summary - IT														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$1,951,605</div><div>\$0\$3,108,436</div></div>	62.78%		
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	Total									
2026	162,423	271,507	377,335	265,209	194,468	217,649	463,014	1,951,605									
Departmental Expenditure Summary - Human Resources														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$800,180</div><div>\$0\$1,570,124</div></div>	50.96%		
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	Total									
2026	78,042	168,204	74,245	184,057	67,239	88,935	139,458	800,180									
Departmental Expenditure Summary - Facilities														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$274,136</div><div>\$0\$828,741</div></div>	33.08%		
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	Total									
2026	12,365	38,077	26,147	37,937	36,214	54,823	68,573	274,136									
Departmental Expenditure Summary - Communications														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$515,696</div><div>\$0\$939,613</div></div>	54.88%		
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	Total									
2026	76,028	66,611	75,044	68,121	67,903	103,621	58,369	515,696									

		<h1>Departmental Expenditure Summary [FY 2025 and FY 2026]</h1>												<div>Last Data Refresh</div> <div>5/13/2026 11:15:15 AM</div>					
Departmental Expenditure Summary - Municipal Court														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]			
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$528,604</div><div>\$0\$1,064,700</div></div></div>	49.65%				
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	Total							\$0\$18,389,072	51.26%			
2026	64,987	62,494	76,304	79,012	78,230	84,510	83,065	528,604											
Departmental Expenditure Summary - Police														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]			
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$9,425,592</div><div>\$0\$18,389,072</div></div></div>	51.26%				
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	Total							\$0\$16,355,661	52.86%			
2026	1,144,097	1,367,342	1,430,919	1,410,563	1,294,046	1,405,606	1,373,019	9,425,592											
Departmental Expenditure Summary - Fire														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]			
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$8,646,343</div><div>\$0\$16,355,661</div></div></div>	52.86%				
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	Total							\$0\$6,957,137	41.93%			
2026	1,052,843	1,261,062	1,348,543	1,347,572	1,178,325	1,240,100	1,217,900	8,646,343											
Departmental Expenditure Summary - Public Works														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]			
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div><div></div><div>\$2,917,043</div><div>\$0\$6,957,137</div></div></div>	41.93%				
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	Total							\$0\$6,957,137	41.93%			
2026	235,800	305,901	474,548	471,339	409,773	473,012	546,671	2,917,043											

<div>Johns Creek GEORGIA</div>		Departmental Expenditure Summary [FY 2025 and FY 2026]												Last Data Refresh 5/13/2026 11:15:15 AM			
Departmental Expenditure Summary - Recreation & Parks														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$2,320,117</div><div>\$0\$5,074,124</div></div>	45.72%		
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	Total									
2026	259,037	344,317	325,343	244,768	343,538	298,213	504,902	2,320,117									
Departmental Expenditure Summary - Community Development														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$1,508,800</div><div>\$0\$3,150,313</div></div>	47.89%		
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	Total									
2026	156,241	233,035	251,981	237,879	237,118	204,844	187,701	1,508,800									
Departmental Expenditure Summary - Other Financing Uses														Actual vs. Revised Budget [FY 2026]		[Percentage] [FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$22,968,357</div><div>\$0\$22,968,357</div></div>	100.00%		
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	Total									
2026	22,968,357	0	0	0	0	0	0	22,968,357									
Departmental Expenditure Summary - Operating Transfer Out														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	<div><div></div><div>\$1,351,975</div><div>\$0\$2,204,905</div></div>	61.32%		
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	Total									
2026	193,396	193,396	193,396	193,396	193,396	193,396	191,600	1,351,975									

		<h1>Departmental Expenditure Summary [FY 2025 and FY 2026]</h1>												<div>Last Data Refresh</div> <div>5/13/2026 11:15:15 AM</div>			
Departmental Expenditure Summary - TOTAL														Actual vs. Revised Budget [FY 2026]		[Percentage]-[FY 2026]	
Fiscal Year	October	November	December	January	February	March	April	May	June	July	August	September	Total	 <div>\$56,115,034</div> <div>\$0\$88,075,277</div>		63.71%	
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	Total									
2026	26,680,537	4,658,622	5,037,115	4,873,089	4,431,827	5,243,846	5,189,997	56,115,034									

City of Johns Creek
FY 2026 Capital Projects > 100k Detail Summary
As of April 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
PW2551		Sidewalk Trails	792,142	0	0	792,142	0%
PW2253		Intersection Improvements	115,778	0	101,803	13,975	88%
TS0250		Pedestrian/Bike Improvements	963,613	0	0	963,613	0%
PW2653*	PW2253	Intersection Improvements	84,222	0	0	84,222	0%
PW2655*	PW2554	Town Center-East Johns Crossing Cro	98,924	0	31,059	67,865	31%
		Subtotal	2,054,679	0	132,862	1,921,817	

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	16,918	98,449	84,633	58%
		Subtotal	751,451	16,918	262,549	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	1,296,694	15,368,400	177,452	99%
FD2259		Fire Station #63 Construction	8,651,964	230,060	8,394,465	27,438	100%
FD2303		Fire Station #63 Construction Docs	294,853	0	272,381	22,472	92%
RP2257		Cauley Creek Park - Phase II	1,984,263	1,673,583	310,681	0	100%
FN1802		New ERP System	1,527,123	0	1,510,222	16,901	99%
PD2502		Vehicles for 5 New Police Officers	221,441	0	221,441	0	100%
CD2601		Comp Plan Update Phase I	100,000	0	0	100,000	0%
FD2659*	FD2259	Fire Station #63 Construction	653,184	519	257,749	394,915	40%
HR2603*	HR2403	Health Insurance Preventative Care	201,566	0	96,580	104,986	48%
PD2639*	PD2502	Vehicles for 5 New Police Officers	163,559	91,297	25,258	47,004	71%
PW2602*	P1402X	Abbotts Bridge Par- Med	381,270	0	15,000	366,270	4%
PW2608*	PW2508	Stormwater Grant Program	422,000	0	0	405,604	4%
RP2606*	RP2206	Macedonia Cemetery	57,516	0	13,800	43,716	24%
RP2607*	RP2507	Additional Parking for Cauley Creek	300,000	0	0	300,000	0%
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	32,344,801	3,292,153	26,485,977	2,550,275	

Fund 302: Infrastructure Maintenance Accrual Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
CH2509		City Hall - HVAC Replacement - IV	195,388	333	195,054	0	100%
CH2609		City Hall - HVAC Replacement	300,000	0	0	300,000	0%
FD2513		Fire Station Alerting System (Repla	400,000	34,665	365,335	0	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	5,013,186	1,603,556	0	100%
PW2515		Resurfacing (Main Roads & Neighborh	2,250,000	164,940	1,141,497	943,563	58%
PW2516		Roadway Patching	600,000	0	0	600,000	0%
PW2517		Pavement Marking Refreshes and Rest	96,453	0	66,233	30,220	69%
PW2521		Traffic Signal and ITS Maintenance	248,292	0	194,683	53,609	78%
PW2615		Resurfacing Main Roads	716,071	0	34,300	681,771	5%
PW2617		Pavement Marking Refresh and Restri	303,547	0	90,278	213,269	30%
PW2618		Road and Right of Way Maintenance M	402,294	61,158	255,932	85,204	79%
PW2619*	PW2519	Sign Maintenance Material	247,370	0	3,327	244,044	1%
PW2620*	PW2520	Concrete Repairs and Maintenance	459,502	142,665	172,837	144,000	69%
PW2621		Traffic Signal and IT Maintenance	143,178	0	141,647	1,531	99%
PW2622*	PW2524	Video Wall Replace Traffic Control	353,530	247,471	106,059	0	100%
RP2522		Park Maintenance Materials	1,400,000	399,000	1,000,477	523	100%
RP2523		Park Refreshes	450,000	311,564	138,352	84	100%
RP2622		Park Maintenance Material	1,405,000	0	866,175	538,825	62%
RP2623		Park Refreshes	450,000	314,482	4,250	117,862	74%
PW2616*	PW2016	Stormwater Improvement	101,984	0	0	101,984	0%
PW2626*	PW2020	Buice Road Bridge Replacement - Eng	1,206,229	2,653	23,892	1,179,684	2%
PW2627*		Old Alabama Road Bridge Replacement	110,741	0	0	110,741	0%
		Subtotal	22,174,186	6,910,711	9,903,155	5,346,914	

Fund 303: Equipment Accrual Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
FD2642		Personal Protective Equipment	102,000	0	16,183	85,817	16%
PD2651*	PD2526	Body Worn Camera	392,281	0	137,572	254,709	35%
PD2654		Automated License Plate Readers	156,722	0	137,500	19,222	88%
		Subtotal	651,003	0	291,255	359,748	

Fund 310: Park Bond Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PB1702		Cauley Creek	28,006,513	70,838	27,935,675	0	100%
PB1712		Trails/Greenway	686,113	365,840	320,273	0	100%
RP2460		Boardwalk at Town Center	3,441,186	0	3,441,185	1	100%
PB2602*	PB1702	Cauley Creek	109,942	0	0	109,942	0%
PB2612*	PB1712	Trails/Greenway	413,887	0	0	413,887	0%
		Subtotal	32,657,641	436,678	31,697,133	523,830	

City of Johns Creek
FY 2026 Capital Projects > 100k Detail Summary
As of April 30, 2026
(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	-46,905	5,653,491	4,089,663	58%
TS0103		Medlock Bridge @ State Bridge	8,023,000	159,571	2,902,918	4,960,511	38%
TS0104		Jones Bridge (from McGinnis to Sarg	9,073,164	69,628	5,771,338	3,232,198	64%
TS0105		Jones Bridge (from Waters to State	25,932,790	13,608	25,901,142	18,040	100%
TS0106		McGinnis Ferry Widening	8,500,000	0	4,415,186	4,084,814	52%
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	195,903	58,704,412	17,364,190	

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	146,583	15,422,658	-146,583	101%
TS0201		Project Management TSPLOST II	2,777,507	0	1,868,170	909,337	67%
TS0203		TSPLOST II Inflation	524,012	0	0	524,012	0%
TS0210		Bridges - TSPLOST II	3,650,000	600,838	464,551	2,584,610	29%
TS0220		Traffic Congestion Relief - TSPLOST	42,145,982	18,316,028	19,683,877	4,146,077	90%
TS0220A3		TS0220 - Nesbit Ferry Road Trail (Colony Club to Brumbelow)	200,000	157,712	42,288	0	100%
TS0220A2		TS0220 - Nesbit Ferry Road Trail (Colony Club Drive Roundabout)	3,973,911	172,954	0	345,542	91%
TS0230		Landscape/Streetscape - TSPLOST II	980,700	57,950	179,311	743,439	24%
TS0240		Operations and Safety - TSPLOST II	8,993,372	2,706,945	3,539,235	2,747,192	69%
TS0250		Pedestrian/Bike Improvements	14,797,217	14,140,281	10,360,213	-9,703,277	166%
		Subtotal	93,465,359	36,299,290	51,560,304	2,150,350	

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	68,090	912,045	299,865	77%
PD2650	PD2354, PD2449	Police 11 Vehicles, SUV, Trucks, Bi	1,272,508	337,417	785,366	149,725	88%
		Subtotal	3,472,205	411,611	2,611,004	449,590	

Fund 560: Stormwater Fund

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PW2616	PW2552	Stormwater Improvement	442,549	0	0	442,549	0%
		Subtotal	442,549	0	0	442,549	
		Grand Total	264,278,380	47,563,264	181,648,651	31,581,248	

City of Johns Creek
FY 2026 Capital Projects > 100k Detail Summary
As of April 30, 2026
(Sorted by Fund)

Multi-fund projects

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
CH2509		City Hall - HVAC Replacement - IV	Building/Facilities Maintenance	195,388	333	195,054	0	100%
CH2609		City Hall - HVAC Replacement	Building/Facilities Maintenance	300,000	0	0	300,000	0%
FD2259		Fire Station #63 Construction	Building/Facilities Maintenance	8,651,964	230,060	8,394,465	27,438	100%
FD2303		Fire Station #63 Construction Docs	Building/Facilities Maintenance	294,853	0	272,381	22,472	92%
FD2513		Fire Station Alerting System (Repla	Building/Facilities Maintenance	400,000	34,665	365,335	0	100%
FD2659*	FD2259	Fire Station #63 Construction	Building/Facilities Maintenance	653,184	519	257,749	394,915	40%
			Sub-Total Bldg/Facilities Maintenance	10,495,388	265,577	9,484,985	744,825	

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	2,777,507	0	1,868,170	909,337	67%
TS0203		TSPLOST II Inflation	Other	524,012	0	0	524,012	0%
HR2603*	HR2403	Health Insurance Preventative Care	Other	201,566	0	96,580	104,986	48%
			Sub-Total Other	3,603,085	0	1,964,750	1,638,335	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PB1702		Cauley Creek	Park Development	28,006,513	70,838	27,935,675	0	100%
RP2257		Cauley Creek Park - Phase II	Park Development	1,984,263	1,673,583	310,681	0	100%
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	1,296,694	15,368,400	177,452	99%
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	146,583	15,422,658	-146,583	101%
PB2602*	PB1702	Cauley Creek	Park Development	109,942	0	0	109,942	0%
RP2607*	RP2507	Additional Parking for Cauley Creek	Park Development	300,000	0	0	300,000	0%
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 Development	69,429,341	3,187,698	64,826,247	1,415,396	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
RP2522		Park Maintenance Materials	Park Maintenance	1,400,000	399,000	1,000,477	523	100%
RP2523		Park Refreshes	Park Maintenance	450,000	311,564	138,352	84	100%
RP2622		Park Maintenance Material	Park Maintenance	1,405,000	0	866,175	538,825	62%
RP2623		Park Refreshes	Park Maintenance	450,000	314,482	4,250	117,862	74%
			Sub-Total Park Maintenance	3,705,000	1,025,046	2,009,254	657,294	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PB1712		Trails/Greenway	Pedestrian/Bike Improvement	686,113	365,840	320,273	0	100%
TS0250		Pedestrian/Bike Improvements	Pedestrian/Bike Improvement	14,797,217	14,140,281	10,360,213	-9,703,277	166%
TS0250		Pedestrian/Bike Improvements	Pedestrian/Bike Improvement	963,613	0	0	963,613	0%
PB2612*	PB1712	Trails/Greenway	Pedestrian/Bike Improvement	413,887	0	0	413,887	0%
			Sub-Total Pedestrian/Bike Improvement	16,860,830	14,506,121	10,680,486	-8,325,777	

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	0	0	442,549	0%
			Sub-Total Stormwater	4,262,399	218,593	3,499,273	544,533	

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
FD2642		Personal Protective Equipment	Technology	102,000	0	16,183	85,817	16%
FN1802		New ERP System	Technology	1,527,123	0	1,510,222	16,901	99%
PD2651*	PD2526	Body Worn Camera	Technology	392,281	0	137,572	254,709	35%
PD2654		Automated License Plate Readers	Technology	156,722	0	137,500	19,222	88%
			Sub-Total Technology	2,178,126	0	1,801,477	376,649	

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	5,013,186	1,603,556	0	100%
PW2253		Intersection Improvements	Transportation Networks	115,778	0	101,803	13,975	88%
PW2515		Resurfacing (Main Roads & Neighborh	Transportation Networks	2,250,000	164,940	1,141,497	943,563	58%
PW2516		Roadway Patching	Transportation Networks	600,000	0	0	600,000	0%
PW2517		Pavement Marking Refreshes and Rest	Transportation Networks	96,453	0	66,233	30,220	69%
PW2521		Traffic Signal and ITS Maintenance	Transportation Networks	248,292	0	194,683	53,609	78%
PW2615		Resurfacing Main Roads	Transportation Networks	716,071	0	34,300	681,771	5%
PW2617		Pavement Marking Refresh and Restri	Transportation Networks	303,547	0	90,278	213,269	30%
PW2618		Road and Right of Way Maintenance	Transportation Networks	402,294	61,158	255,932	85,204	79%
PW2619*	PW2519	Sign Maintenance Material	Transportation Networks	247,370	0	3,327	244,044	1%
PW2620*	PW2520	Concrete Repairs and Maintenance	Transportation Networks	459,502	142,665	172,837	144,000	69%
PW2621		Traffic Signal and IT Maintenance	Transportation Networks	143,178	0	141,647	1,531	99%
PW2622		Video Wall Replace Traffic Control	Transportation Networks	353,530	247,471	106,059	0	100%
PW2625		Tree Fund - Improvements (Roadway)	Transportation Networks	200,000	16,918	98,449	84,633	58%
TS0101		Medlock Bridge @ McGinnis	Transportation Networks	9,696,250	-46,905	5,653,491	4,089,663	58%
TS0103		Medlock Bridge @ State Bridge	Transportation Networks	8,023,000	159,571	2,902,918	4,960,511	38%
TS0104		Jones Bridge (from McGinnis to Sarg	Transportation Networks	9,073,164	69,628	5,771,338	3,232,198	64%
TS0105		Jones Bridge (from Waters to State	Transportation Networks	25,932,790	13,608	25,901,142	18,040	100%
TS0106		McGinnis Ferry Widening	Transportation Networks	8,500,000	0	4,415,186	4,084,814	52%
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	3,650,000	600,838	464,551	2,584,610	29%
TS0220		Traffic Congestion Relief - TSPLOST	Transportation Networks	42,145,982	18,316,028	19,683,877	4,146,077	90%
TS0220A3		TS0220 - Nesbit Ferry Road Trail (Colony Club to Brumbelow)	Transportation Networks	200,000	157,712	42,288	0	100%
TS0220A2		TS0220 - Nesbit Ferry Road Trail (Colony Club Drive Roundabout)	Transportation Networks	3,973,911	172,954	0	345,542	91%
TS0230		Landscape/Streetscape - TSPLOST II	Transportation Networks	980,700	57,950	179,311	743,439	24%
TS0240		Operations and Safety - TSPLOST II	Transportation Networks	8,993,372	2,706,945	3,539,235	2,747,192	69%

City of Johns Creek
FY 2026 Capital Projects > 100k Detail Summary
As of April 30, 2026
(Sorted by Fund)

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
PW2551		Sidewalk Trails	Transportation Networks	792,142	0	0	792,142	0%
PW2602*	P1402X	Abbotts Bridge Par- Med	Transportation Networks	381,270	0	15,000	366,270	4%
PW2608*	PW2508	Stormwater Grant Program	Transportation Networks	422,000	0	0	405,604	4%
PW2626*	PW2020	Buice Road Bridge Replacement - Eng	Transportation Networks	1,206,229	2,653	23,892	1,179,684	2%
PW2627*	PW2217	Old Alabama Road Bridge Replacement	Transportation Networks	110,741	0	0	110,741	0%
PW2653*	PW2253	Intersection Improvements	Transportation Networks	84,222	0	0	84,222	0%
PW2655*	PW2554	Town Center-East Johns Crossing Cro	Transportation Networks	98,924	0	31,059	67,865	31%
			Sub-Total Transportation Networks	149,887,006	27,857,321	84,524,476	34,033,398	

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%
PD2502		Vehicles for 5 New Police Officers	Vehicles	221,441	0	221,441	0	100%
PD2650*	PD2354, PD2449	Police 11 Vehicles, SUV, Trucks, Bi	Vehicles	1,272,508	337,417	785,366	149,725	88%
FD2644		Fire Engine and Admin Truck	Vehicles	1,280,000	68,090	912,045	299,865	77%
PD2639*	PD2502	Vehicles for 5 New Police Officers	Vehicles	163,559	91,297	25,258	47,004	71%
			Sub-Total Vehicles	3,857,205	502,908	2,857,703	496,594	
			Grand Total	264,278,380	47,563,264	181,648,651	31,581,248	

City of Johns Creek
FY 2026 Capital Projects > 100k Detail Summary
As of April 30, 2026
(Sorted by Fund)

Multi-fund projects

PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
FD2259		Fire Station #63 Construction	Building/Facilities Maintenance	8,651,964	230,060	8,394,465	27,438	100%
FD2303		Fire Station #63 Construction Docs	Building/Facilities Maintenance	294,853	0	272,381	22,472	92%
FD2659	FD2259	Fire Station #63 Construction	Building/Facilities Maintenance	653,184	519	257,749	394,915	40%
			Fire Station #63	9,600,000	230,579	8,924,595	444,825	
PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
RP2257		Cauley Creek Park - Phase II	Park Development	1,984,263	1,673,583	310,681	0	100%
RP2662	RP2362	Maker Space at Cauley Creek	Park Development	64,640	0	0	64,640	0%
			Maker Space	2,048,904	1,673,583	310,681	64,640	
PROJECT	ORIGINAL PROJECT #	PROJECT TITLE	PROJECT CATEGORY	REVISED BUDGET	ENCUMBRANCES	ACTUALS	AVAILABLE BUDGET	PERCENT USED
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	1,296,694	15,368,400	177,452	99%
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	146,583	15,422,658	-146,583	101%
			Boardwalk at Town Center	38,427,590	1,443,277	36,566,092	418,221	

AGENDA REPORT

To: Honorable Mayor and City Council

From: Mark Mitchell, Police Chief

Agenda: June 1, 2026 - Work Session and Council Meeting

Item: Jail Intergovernmental Agreement and Code Amendment for Bail Bondsmen

Item Summary

Staff recommends entering into an Intergovernmental Agreement (IGA) with the Forsyth County Sheriff's Office to provide jail services for City of Johns Creek, and approval of an amendment to City Code Sec. 26-6. Professional bondsmen. The agreement would establish a formal process for the City to house individuals arrested on charges to be handled in Johns Creek Municipal Court.

Background

Since incorporation, individuals arrested by the Police Department have been held at other facilities based on adopted Intergovernmental Agreements (IGAs) as the City of Johns Creek does not own or operate jail facilities. Violation of federal or state charges have, since incorporation, been held at Fulton County's jail located off of Rice Street. For misdemeanor and municipal law violations, individuals were originally held in Irwin County (until 2011), then the City of Pelham (2011 – 2015), then Lumpkin County (2015 – 2017), then in 2017 the IGA with Fulton County was expanded to accept individuals sentenced for misdemeanors and violations of local law. From 2022-2025 Fulton County utilized the Alpharetta Jail to house some detainees. Each arrangement has had a cost per "detained day" with some of the jurisdictions providing transport services as part of the fee.

In April 2026 as part of the Service Delivery Strategy discussions, Fulton County advised that the federal monitor (overseeing improvements at Fulton County's Rice Street jail) is considering halting the booking of misdemeanor and municipal charges to Rice Street to meet the population caps. The Police Department has explored options for jail services with the City of Alpharetta and Forsyth County. The Forsyth County jail is located in Cumming and the Alpharetta jail is located off Old Milton Parkway so both locations are optimal for Johns Creek.

Update

Following internal workgroup meetings and discussions with the City of Alpharetta and the Forsyth Sheriff's Office, staff determined the terms offered by Forsyth Sheriff's Office were more advantageous to the City of Johns Creek. Per the terms of the proposed IGA, detainees would be housed at the Forsyth County Jail located at 202 Veteran's Memorial Boulevard in Cumming. The facility is nationally accredited by the National Institute for Jail Operations and is one of only two jails in Georgia to hold this level of accreditation.

The terms of the IGA provide a strong financial and operational fit for both organizations with an effective date of July 1, 2026. Key provisions of the agreement, which are fully outlined in the IGA, include:

- An all-inclusive fee structure covering medical care, standard prescription medications, meals, uniforms, personal hygiene items, and other essential services;
- A streamlined 24/7 bonding process utilizing Forsyth County bonding companies, including an option for credit card bond payments;
- Guidelines for the transportation of defendants; and
- Indemnification provisions related to legal claims involving the Forsyth Sheriff's Office.

City Code Sec. 26-61 regarding Professional Bondsmen was last updated in 2006 and will need to be revised to allow Forsyth County bonding companies to operate within the City. During the term of the IGA, the City will utilize the Forsyth Sheriff's Office list of approved bonding companies.

Financial Impact

The proposed IGA includes the following costs:

- Annual fee: \$65,000
- Book-in fee: \$195 per inmate (first day of incarceration)
- Daily fee: \$140 per inmate (second day of incarceration through release date)

The estimated annual cost for jail services is \$200,000 (based on an average of 22 inmates per month). Funding to cover the costs from July 1 – September 30, 2026 is available within the adopted FY2026 Budget. Funding of \$200,000 has been planned for in the FY2027 Budget under development by staff (to be presented to Council at the July 13, 2026 Work Session).

Recommendation

Staff recommends approval of an Intergovernmental Agreement with the Forsyth County Sheriff's Office for jail services and approval of an amendment to City Code Sec. 26-6. Professional bondsmen.

Attachment

1. City Code, Chapter 26 – Municipal Court, Article III. Bail – redline
2. Ordinance

ARTICLE III. BAIL

Sec. 26-59. General provisions.

Bail and bond considerations must be consistent with section 5.13 of the Charter.

(Ord. No. O2006-12-18, ch. 4, art. 3, § 1, 12-19-2006)

Sec. 26-60. Parking Traffic-related violations.

- (a) Pursuant to O.C.G.A. § 17-6-11, any person cited for a traffic offense shall be released in lieu of bail upon showing his driver's license. This provision does not apply to any charges of driving under the influence or other serious offenses designated by the municipal judge.
- (b) All persons arrested or notified by citation or ticket of parking violations shall be released on their own recognizance.

(Ord. No. O2006-12-18, ch. 4, art. 3, § 2, 12-19-2006)

State law reference(s)—Driver's license in lieu of bail, O.C.G.A. § 17-6-11.

Sec. 26-61. Professional bondsmen.

~~No~~~~P~~-professional bondsman ~~acting shall be accepted~~ as surety on a bail bond ~~must unless he~~ holds a current business license in the City of Johns Creek or in the city of their physical business location in Georgia, be, ~~is~~ approved by the Johns Creek chief of police in accordance with standards promulgated by the chief and ~~has~~ fully comply~~ied~~ with all other city requirements for bonding companies.

(Ord. No. O2006-12-18, ch. 4, art. 3, § 3, 12-19-2006)

Sec. 26-62. Failure or refusal to give bond.

If the accused or a witness shall fail or refuse to give the bond and security, the person so failing or refusing may be confined or kept under guard, so as to be present to abide the trial or to testify, as the case may be.

(Ord. No. O2006-12-18, ch. 4, art. 3, § 4, 12-19-2006)

**AN ORDINANCE TO AMEND THE CITY OF JOHNS CREEK CODE OF
ORDINANCES, CHAPTER 26 – MUNICIPAL COURT, ARTICLE III. BAIL**

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; and

WHEREAS, since incorporation, individuals arrested by the Police Department have been held at other facilities based on adopted Intergovernmental Agreements (IGAs) as the City of John Creek does not own or operate jail facilities; and

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of the City, the City wishes to enter into an Intergovernmental Agreement with the Forsyth County Sheriff's Office for jail services; and

WHEREAS, City Code Section 26-61 regarding Professional Bondsman was last updated in 2006, and will need revision to allow Forsyth County bonding companies to operate within the City; and

NOW THEREFORE, the Mayor and Council of the City of Johns Creek hereby ordain that Chapter 26 – Municipal Court, Article III. Bail, is amended as follows:

Chapter 26 – Municipal Court

ARTICLE III. BAIL

Sec. 26-59. General provisions.

Bail and bond considerations must be consistent with section 5.13 of the Charter.

Sec. 26-60. Traffic-related violations.

- (a) Pursuant to O.C.G.A. § 17-6-11, any person cited for a traffic offense shall be released in lieu of bail upon showing his driver's license. This provision does not apply to any charges of driving under the influence or other serious offenses designated by the municipal judge.
- (b) All persons arrested or notified by citation or ticket of parking violations shall be released on their own recognizance.

Sec. 26-61. Professional bondsmen.

Professional bondsman acting as surety on a bail bond must hold a current business license in the City of Johns Creek or in the city of their physical business location in Georgia, be approved by the Johns Creek chief of police in accordance with standards promulgated by the chief and fully comply with all other city requirements for bonding companies.

Sec. 26-62. Failure or refusal to give bond.

If the accused or a witness shall fail or refuse to give the bond and security, the person so failing or refusing may be confined or kept under guard, so as to be present to abide the trial or to testify, as the case may be.

SO ORDAINED, this _____ day of _____, 2026.

Approved:

John Bradberry, Mayor

ATTEST:

Approved as to Form:

Allison Tarpley, City Clerk

Angela C. Couch, City Attorney

(Seal)

AGENDA REPORT

To: Honorable Mayor and City Council

From: Mark Mitchell, Police Chief

Agenda: June 1, 2026 - Work Session and Council Meeting

Item: Jail Intergovernmental Agreement and Code Amendment for Bail Bondsmen

Item Summary

Staff recommends entering into an Intergovernmental Agreement (IGA) with the Forsyth County Sheriff's Office to provide jail services for City of Johns Creek, and approval of an amendment to City Code Sec. 26-6. Professional bondsmen. The agreement would establish a formal process for the City to house individuals arrested on charges to be handled in Johns Creek Municipal Court.

Background

Since incorporation, individuals arrested by the Police Department have been held at other facilities based on adopted Intergovernmental Agreements (IGAs) as the City of Johns Creek does not own or operate jail facilities. Violation of federal or state charges have, since incorporation, been held at Fulton County's jail located off of Rice Street. For misdemeanor and municipal law violations, individuals were originally held in Irwin County (until 2011), then the City of Pelham (2011 – 2015), then Lumpkin County (2015 – 2017), then in 2017 the IGA with Fulton County was expanded to accept individuals sentenced for misdemeanors and violations of local law. From 2022-2025 Fulton County utilized the Alpharetta Jail to house some detainees. Each arrangement has had a cost per "detained day" with some of the jurisdictions providing transport services as part of the fee.

In April 2026 as part of the Service Delivery Strategy discussions, Fulton County advised that the federal monitor (overseeing improvements at Fulton County's Rice Street jail) is considering halting the booking of misdemeanor and municipal charges to Rice Street to meet the population caps. The Police Department has explored options for jail services with the City of Alpharetta and Forsyth County. The Forsyth County jail is located in Cumming and the Alpharetta jail is located off Old Milton Parkway so both locations are optimal for Johns Creek.

Update

Following internal workgroup meetings and discussions with the City of Alpharetta and the Forsyth Sheriff's Office, staff determined the terms offered by Forsyth Sheriff's Office were more advantageous to the City of Johns Creek. Per the terms of the proposed IGA, detainees would be housed at the Forsyth County Jail located at 202 Veteran's Memorial Boulevard in Cumming. The facility is nationally accredited by the National Institute for Jail Operations and is one of only two jails in Georgia to hold this level of accreditation.

The terms of the IGA provide a strong financial and operational fit for both organizations with an effective date of July 1, 2026. Key provisions of the agreement, which are fully outlined in the IGA, include:

- An all-inclusive fee structure covering medical care, standard prescription medications, meals, uniforms, personal hygiene items, and other essential services;
- A streamlined 24/7 bonding process utilizing Forsyth County bonding companies, including an option for credit card bond payments;
- Guidelines for the transportation of defendants; and
- Indemnification provisions related to legal claims involving the Forsyth Sheriff's Office.

City Code Sec. 26-61 regarding Professional Bondsmen was last updated in 2006 and will need to be revised to allow Forsyth County bonding companies to operate within the City. During the term of the IGA, the City will utilize the Forsyth Sheriff's Office list of approved bonding companies.

Financial Impact

The proposed IGA includes the following costs:

- Annual fee: \$65,000
- Book-in fee: \$195 per inmate (first day of incarceration)
- Daily fee: \$140 per inmate (second day of incarceration through release date)

The estimated annual cost for jail services is \$200,000 (based on an average of 22 inmates per month). Funding to cover the costs from July 1 – September 30, 2026 is available within the adopted FY2026 Budget. Funding of \$200,000 has been planned for in the FY2027 Budget under development by staff (to be presented to Council at the July 13, 2026 Work Session).

Recommendation

Staff recommends approval of an Intergovernmental Agreement with the Forsyth County Sheriff's Office for jail services and approval of an amendment to City Code Sec. 26-6. Professional bondsmen.

Attachment

1. Draft IGA for Jail Services

FORSYTH COUNTY SHERIFF- CITY OF' JOHNS CREEK - FORSYTH COUNTY
INTERGOVERNMENTAL AGREEMENT REGARDING HOUSING OF CITY
INMATES AT THE FORSYTH COUNTY JAIL

This Intergovernmental Agreement ("IGA") is entered into as of the ____ day of _____, 2026, by and between SHERIFF RON H. FREEMAN, the duly elected Forsyth County Sheriff and constitutional officer for the State of Georgia (hereinafter referred to as "Forsyth County Sheriff" or "Sheriff"), the CITY OF JOHNS CREEK, a municipal corporation by and through its duly authorized governing authority, the Mayor and City Council of Johns Creek, Georgia (hereinafter referred to as "City") and .FORSYTH COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Forsyth County, Georgia (hereinafter referred to as "Forsyth County").

PURPOSE: The purpose of this IGA is to memorialize the service provider that will provide inmate housing services for City inmates such as, but not limited to, the housing, processing, medical care and supervision of City inmates, to memorialize the arrangement between the Forsyth County Sheriff, Forsyth County and the City regarding same, and to identify funding sources and allocations for same:

WITNESSETH:

WHEREAS, the City has a Police Department which handles criminal cases falling within its jurisdiction for offenses occurring within the incorporated areas of the City; and

WHEREAS, the City Police Department makes arrests of offenders and must, at times, incarcerate said offenders; and

WHEREAS, the City has a Municipal Court that places convicted offenders in custody and/or on probation as part of their sentence; and

WHEREAS, the Municipal Court may revoke an offender's probated sentence and order said offender to be incarcerated; and

WHEREAS, Forsyth County has an obligation to construct and fund the operation of a jail (O.C.G.A. 36-9-5);

WHEREAS, the Sheriff is the jailer of the County (O.C.G.A. 42-4-1);

WHEREAS, the City believes it would be desirable to the taxpayers of the City to house City inmates at the Forsyth County Jail; and

WHEREAS, the Forsyth County Sheriff has determined that he has sufficient manpower to house City inmates at the County jail and that there otherwise exists sufficient space at the County jail for same; and

WHEREAS, under Georgia law, the Forsyth County Sheriff, as chief jailor of the County, has the power and authority to assume custody, control and care over City inmates.

NOW, THEREFORE, it is agreed by and between the Forsyth County Sheriff, the City of Johns Creek and Forsyth County as follows:

I. Housing of City Inmates, Cost of Services, Term

Forsyth County agrees that, during the term of this Agreement, City inmates may be housed in the Forsyth County Jail. The Sheriff of Forsyth County shall assume custody, control and care of City inmates housed in the Forsyth County Jail pursuant to the terms of this agreement beginning July 1, 2026.

The City shall pay to the County the amount of \$65,000.00 annually for this service. Additionally, the City shall pay to the County a book-in fee of \$195.00 per inmate for the first day of incarceration and a daily fee of \$140.00 per inmate for the second day of incarceration through release date.

The initial term of this agreement shall be from July 1, 2026 to September 30, 2026. The fee for the period will be \$16,383.36 (92 days at \$178.08/day) plus applicable fees. Thereafter, this IGA shall automatically renew on October 1st of 2026 for a full twelve-month term and on October 1st of each subsequent year for additional full twelve-month terms for a period of fifty years, unless terminated as allowed herein.

II. Termination

Any Party hereto may terminate this IGA upon providing one hundred eighty (180) days' written notice to the other Parties.

III. Services Provided

The Sheriff shall provide all usual and customary detention services to City inmates housed at the Forsyth County Jail as if they were County inmates. The determination of what medical care is necessary and what prescription or other medicines are required will be determined by the health care provider retained to provide health care services at the Forsyth County Jail.

If the Forsyth County Jail retained health care provider determines that a City inmate requires medical treatment outside of the Forsyth County Jail or treatment that is not customarily provided in the Forsyth County Jail, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee, immediately. The inmate shall then be turned over to City custody, and the City shall transport the City inmate to the appropriate medical care facility unless emergency medical transport is required. Once the inmate is turned over to City custody, the City shall be responsible for the detention of said inmate until such time as the inmate is returned to the Forsyth County Jail. The cost of any medical care provided to a City inmate at a location other than the

Forsyth County Jail or care provided at the Forsyth County Jail that is customarily not performed at the Jail (*i.e.* for which the retained health care provider assesses an additional fee above their normal rate) shall be borne solely by the City. The cost of normal and customary medical care provided to City inmates while housed at the Forsyth County Jail shall be satisfied by the payment of the annual fee referenced above.

If the Forsyth County Jail health care provider or medical personnel at a medical facility determine that a City Inmate requires mental health treatment at a mental health facility outside of the Forsyth County, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee. The Forsyth County Sheriff shall transport the inmate to the appropriate mental health facility outside of Forsyth County. In the event mental health facilities exist within Forsyth County appropriate in the determination of the Forsyth County Jail contract health care provider or medical personnel at a medical facility, the City shall then transport the City inmate to the appropriate medical care facility within Forsyth County. The cost of any mental health care provided to a City inmate at a location other than the Forsyth County Jail that is customarily not performed at the Jail (*i.e.* for which the retained health care provider assesses an additional fee above their contract rate) shall be borne solely by the City.

IV. Transportation

The City of Johns Creek Police Department (JCPD) shall be responsible for transporting all City inmates to the Forsyth County Jail for booking. JCPD shall provide the following to the Forsyth County Jail when delivering a City inmate for booking:

- A. A copy of the charges (warrant, affidavit, or citation); and
- B. A pre-booking entry.

Additionally, JCPD shall be responsible for transporting all City inmates for their court appearances at the City of Johns Creek Municipal Court. This includes pick up from the Forsyth County Jail and return to the Jail after court. The JCPD will also be responsible for transporting any City inmate for medical care needed as set forth above.

V. Booking and Bonding

City inmates will be booked in at the Forsyth County Jail. All City inmates shall be booked in using the City's ORI number (ORI #GA0605800). Bonds can be made in cash at JCPD at the Johns Creek City Hall or by credit card via phone with JCPD Records Division. Otherwise, professional bondsman acting as surety on a bail bond must hold a current business license in the City of Johns Creek or in the city of their physical business location in Georgia, be approved by the Johns Creek Chief of Police in accordance with standards promulgated by the Chief, and fully comply with all other city requirements for bonding companies.

VI. Evidence and other Property

The City shall maintain custody of any and all evidence collected on any case in which an inmate is arrested and booked into custody at the Forsyth County Jail. The Forsyth County Jail shall maintain all personal property of each City inmate booked into custody at the jail. This personal property shall be returned to the City inmate upon the inmate's release from custody.

VII. First Appearance Hearings

A Municipal Court Judge with the City shall conduct any necessary first appearance hearings via virtual proceedings. The Forsyth County Sheriff will insure that any required video and audio equipment will be available at the Jail for such hearings and will assist in placing the inmate at such equipment at the proper time for the first appearance hearing.

VIII. Insurance

The parties agree that City inmates will be covered under Forsyth County's Insurance policy/Risk Management to the same extent as County inmates for all periods of time wherein any such City inmate is housed at the Forsyth County Jail and under the control of the Forsyth County Sheriff's Office. Otherwise, the Parties hereto agree that JCPD officers shall be insured under City-purchased liability insurance and that the Forsyth County Sheriff and all officers and jailers of the Forsyth County Sheriff shall be insured under County-purchased liability insurance.

Nothing in this Agreement is intended or should be construed as suggesting that the Forsyth County Sheriff and JCPD are engaged in a joint undertaking for law enforcement functions, generally, and that this Agreement is limited to the housing of City inmates in the Forsyth County Jail.

IX. VIII. Intoxilyzer or Similar Device

For the present term and any renewal terms of this IGA, during investigations of driving under the influence cases, JCPD may use the Intoxilyzer 9000 currently located at the Jail or any similar device that may be located at the Jail in the future. JCPD will be responsible for ensuring/providing a certified operator.

X. Miscellaneous

A. This IGA may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

B. Each of the individuals who execute this IGA agrees and represents that s/he is authorized to execute this IGA on behalf of the respective governmental entity and further agrees and represents that this IGA has been duly passed upon and approved by the respective government

and entered upon the Minutes as required by law. Accordingly, the Sheriff, the City, and Forsyth County all waive and release any right to contest the enforceability of this IGA based upon the execution and/or approval thereof.

IN WITNESS WHEREOF, the parties have caused this IGA to be executed under seal as of the date first written above.

SHERIFF OF FORSYTH COUNTY

Ron H. Freeman

FORSYTH COUNTY

Chairman Alred John

Attest:

County Clerk

CITY OF JOHNS CREEK

Mayor John Bradberry

Attest:

City Clerk

Ratified and Consent to: FORSYTH COUNTY CHIEF MAGISTRATE

Keisha Martin Chambless

AGENDA REPORT

To: Honorable Mayor and City Council

From: Brian O'Connor, Public Works Director

Agenda: June 1, 2026 – Work Session and Council Meeting

Item: 2026 Resurfacing and Patching Contract

Item Summary

Staff recommends awarding the 2026 main road resurfacing and patching contract to Allied Paving Contractors, Inc. and Construction, Engineering and Inspection (CEI) task order to Lowe Engineers, Inc. The total recommended expenditure of \$1,599,703 is within the \$1.6M budgeted for the work in the FY26 Budget.

Background

Johns Creek maintains 248 centerline miles of roadway. The City implemented a data-driven resurfacing program and in 2011 began using Pavement Quality Index (PQI) scores to assess and prioritize pavement needs. With a goal of raising the citywide PQI to 70, the City began systematically resurfacing its worst roads and conducting evaluations every few years to guide future investments. As a result of sustained annual resurfacing and maintenance, the overall condition of the road network has significantly improved. In 2025, Council noted that many roads previously considered for resurfacing were still in good condition and recalibrated the PQI target to 65. Given overall reasonably good condition of the roadway network in the City, this threshold represents an optimal point in a pavement's lifecycle to perform maintenance; balancing timely preservation with fiscal responsibility by avoiding more costly rehabilitation or reconstruction. At the time, the Council also requested that staff explore other available pavement assessment methods.

Update

As requested by Council, to inform the 2026 resurfacing, staff completed a pilot Pavement Condition Index (PCI) evaluation of main roads. Staff reviewed the data in comparison to existing PQI data from 2023. Both indices rate pavement on a scale of 0 to 100; however, PCI places greater emphasis on observable surface distress. With the investment the City has made over the years into the resurfacing program, overall road conditions support using the PCI methodology.

Based on the PCI assessment of main roadways and a cross-check with the previous PQI data, a limited number of roadways and segments with ratings of 65 or below are proposed for resurfacing this year.

Main Roads Resurfacing:

- McGinnis Ferry Road (Eastbound lanes between Johns Creek Pkwy and Belcrest Drive)
- Buice Road (Jones Bridge Road to Old Alabama Road except for the section within the Buice Road bridge replacement project that will be resurfaced with the bridge project)

Patching:

- Johns Creek Parkway
- Technology Circle
- Glen Ferry Drive
- New Heritage Drive
- Bell Road / Boles Road
- Cauley Creek Park (service drive)
- Timberstone Road

The City received ten bids that ranged from \$1,522,563 to \$2,052,483. Staff recommends awarding the contract to Allied Paving Contractors, Inc. as the lowest responsive and responsible bidder for the bid. The purchasing recommendation is attached. Additionally, staff recommends a task order with Lowe Engineering, Inc. for CEI services.

Financial Impact

In the adopted FY2026 Budget, Council budgeted a total of \$1.6M for resurfacing and patching between the Infrastructure Maintenance Accrual and the LMIG (Local Maintenance Improvement Grant) fund. The total recommended expenditure is \$1,599,703. The recommended bid by Allied Paving Contractors, Inc. for the resurfacing and for patching is \$1,522,563. The recommended Task Order with Lowe Engineering, Inc. for CEI services is \$77,140.

Recommendation

Staff recommends awarding the resurfacing and patching contract to Allied Paving Contractors, Inc. and a task order with Lowe Engineering, Inc. for CEI services on the same.

Next Steps

After authorization by Council, staff will complete the contracting process and prepare for the resurfacing efforts. The resurfacing work is anticipated to take approximately four months.

Attachments

1. Purchasing Recommendation
2. Construction Contract with Allied Paving Contractors, Inc.
3. Resurfacing Map
4. CEI Task Order



MEMO

To: Honorable Mayor and City Council

From: Harpreet Hora / Finance Director Signed by: Harpreet Hora
7ABFC0D7B08B409

Prepared by: Neil Trust, Purchasing Manager – CPPO, CPM, GCPM

Date: June 1, 2026

Subject: **Purchasing Recommendation for ITB #26-135 (2026 Roadway Resurfacing, Patching, and Facilities Paving Project)**

The above referenced Invitation to Bid (ITB) was released on April 14, 2026, with a due date of May 15, 2026, at 2:00PM. The solicitation was advertised on the City's website, in the State of Georgia Procurement Registry, and on BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	3107 Individuals / Firms
BidNet Georgia Purchasing Group	288 Individuals / Firms

On April 28, 2026, a virtual Pre-Bid Meeting was held via Microsoft Teams with (5) individuals participating. Thirty-three (33) individuals/firms who downloaded bid documents are plan holders of Bid 26-135.

The following eleven proposals were received and reviewed for compliance by the Purchasing Manager on May 15, 2026:

Allied Paving Contractors (Pendergrass, GA)
Atlanta Paving & Concrete Construction Inc. (Peachtree Corners, GA)
Baldwin Paving Company, Inc. (Marietta, GA)
Blount Construction (Doraville, GA)
C.W. Matthews Contracting Co. (Marietta, GA)
DCBC LLC (Bethlehem, GA)
Georgia Paving (Duluth, GA)
Magnum Paving (Villa Rica, GA)
MHB Paving (Social Circle, GA)
Summit Construction & Development LLC (Stone Mountain, GA)
Vertical Earth, Inc. (Cumming, GA)

One firm requested to withdraw their bid after realizing an error had resulted in an unrealistic proposal. Consequently, Atlanta Paving & Concrete Construction, Inc. was removed from consideration

The Evaluation Committee consisting of the Public Work's Director, Assistant Director, Field Services Manager and Purchasing Manager organized and reviewed cost proposals and supporting documents submitted for ITB #25-135 2026 Roadway Resurfacing, Patching, and Facilities Paving Project.

The City's Purchasing Policy requires award of contract to the lowest responsive and responsible bidder. It is the decision of the Evaluation Committee to make recommendation of awarding the contract for the above referenced ITB to **(Allied Paving Contractors.)** as the lowest responsive and responsible bid meeting the minimum specifications.

The Contractor's cost for the 2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES PAVING PROJECT is \$1,522,562.85.

This project requires the Mayor and City Council approval per our Purchasing Policy.



**CONTRACT AGREEMENT
ITB #26-135**

2026 ROADWAY RESURFACING, PATCHING AND FACILITIES PAVING

This Agreement made and entered into this ___ day of _____, in the year 2___; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, GA 30097 and Allied Paving Contractors, Inc., 132 Beck Road / P.O. Box 509, Pendergrass, GA 30567.

WHEREAS, the City of Johns Creek is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Johns Creek; and

WHEREAS, the City of Johns Creek has caused Invitation to Bid (ITB) 26-135 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Allied Paving Contractors, Inc.") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the ITB #26-135 and the Contractor's submittal was deemed by the City of Johns Creek to be the lowest most responsive, responsible bid meeting the minimum specifications to the City per the scope dated May 15, 2026.

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

1.0 Scope of Work

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

EXHIBIT A-SPECIFICATIONS

EXHIBIT B-COST PROPOSAL

EXHIBIT C-IMMIGRATION & SECURITY FORM / REQUIRED DOCUMENTS

EXHIBIT D-MAPS

2.0 Key Personnel

The City of Johns Creek enters into this Agreement having relied upon Contractor 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 Contractor 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 Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the ITB 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" and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings. If applicable, and unless the ITB provides otherwise, the Contractor 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 Contractor 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 Contractor under the Contract. The Contractor 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.

3.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor 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 Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor'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 Contractor. 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 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor 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 Contractor in the City's sole discretion.

4.0 Duration of Contract

4.1 The Contract between the City and the Contractor 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 be for a period from the date the Contractor receives the "Notice to Proceed" until September 30, 2026, when all orders/services issued and postmarked by the City during said term shall be filled at the contract price.

4.2 Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, 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 ITB/RFP and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor'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 Contractor for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Contractor

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

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

6.0 Indemnification

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 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.

7.0 Performance

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

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have no more than 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 Contractor.

7.1 Final Completion, Acceptance, and Payment

- a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the work in accordance with the Contract Documents.
- c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 13.

8.0 Changes

City, within the general scope of the Agreement, may, by written notice to Contractor, 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.

9.0 Change Order Defined

Change Order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

10.0 Time and Liquidated Damages

10.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than September 30, 2026, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor represents that it has taken all difficulties due to weather conditions into consideration in preparing the proposed Contract Sum and in establishing the time for completion of the Work. the completion time will not be extended for normal bad weather. Time for completion of the Work includes an allowance for calendar days on which work cannot be performed out-of-doors. For the purposes of this Agreement, the Contractor agrees that it expects to lose working days to weather in accordance with the following table:

January-14 days	May-6 days	September-2 days
February-14 days	June-3 days	October-3 days
March-10 days	July-4 days	November-5 days
April-7 days	August-2 days	December-9 days

If the total number of calendar days lost per month due to bad weather exceeds the total monthly calendar days identified in the above table, the contract time will be extended by the number of calendar days needed to include the excess number of days lost. However, the Owner will not be obligated to pay any additional sums resulting from such a delay, including but not limited to overhead and profit.

10.2 The Contractor shall pay the City the sum of \$300.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

11.0 Insurance

11.1 The Contractor 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 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 and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

11.2 Contractor 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, Contractor 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 Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the 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 Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

- c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- d) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

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 Contractor in default of its obligations under the Contract:

- a) The Contractor 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 Contractor;
- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- d) The Contractor 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 Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Contractor 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 Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Contractor 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 Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. 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 Contractor; 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 Contractor. In the event of a termination for convenience, Contractor 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 Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor 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 Contractor 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 Contractor'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 Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, profit, delay damages or other costs associated with the performance of the

Contract.

12.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor 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 Contractor;
- c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; 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 Contractor.

13.0 CLAIMS and DISPUTE RESOLUTION

13.1 Claims Procedure

- a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in Section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- b) Contractor shall file its Claim within the earlier of: 120 Days from City's final offer in accordance with Section 8; or the date of Final Acceptance.
- c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- f) After Contractor has submitted a fully-documented Claim that complies with all applicable provisions of this Section 13.1, City shall respond, in writing, to Contractor with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

13.2 Arbitration

- a) If Contractor disagrees with City's decision rendered in accordance with paragraph 13.1f, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim; failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 - 1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
 - 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- c) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Fulton County.
- d) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- e) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- f) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

14.0 Confidential Information

14.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

- c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- d) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

14.2 No Dissemination of Confidential Data. No confidential data 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 Contractor shall be considered the property of the City. The Contractor 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.

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

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

14.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

15.0 Inclusion of Documents

Contractor'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 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 ITB, as amended, and the Contractor's submittal, the language in the former shall govern.

15.1 Counterparts: 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.

16.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

16.1 Federal Requirements.

16.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Johns Creek contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- a) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- b) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
- c) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - 1. Any patent that shall result under this Contract; and
 - 2. Any patent rights to which the Contractor purchases ownership with grant support;
- d) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - 1. The copyright in any work developed under this contract; and
 - 2. Any rights of copyright to which the Contractor purchases ownership with grant support.
- e) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- f) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

16.2 Georgia Security and Immigration Compliance Act

- a) The parties certify that Contractor has executed an affidavit verifying that Contractor 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" and incorporated herein by reference and made a part of this contract.
- b) The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor 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 Contractor and each subcontractor.
- c) Contractor'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 Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

17.0 Assignment

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

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.

19.0 Drug-Free and Smoke-Free Work Place

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

19.2 The Contractor will secure from any sub-contractor 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 Contractor may be suspended, terminated, or debarred if it is determined that:

- a) The Contractor has made false certification herein; or
- b) The Contractor 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 Contractor 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, Contractor 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 Reporting Requirement

Reports shall be submitted to the Project Manager on a Monthly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

23.0 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.

24.0 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, or inducement not contained herein.

25.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable:)

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:

ALLIED PAVING CONTRACTORS, INC.:

By: _____

By: _____

Title: City Manager

Title: _____

Name: Kimberly Greer

Name: _____

Date: _____

Date: _____

ATTEST: _____
Sign

ATTEST: _____
Sign

NAME: _____
Print

NAME: _____
Print

DATE: _____

DATE: _____

SEAL:

CORPORATE SEAL:

EXHIBIT A
Bid Specifications

EXHIBIT A - Bid Specifications

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Johns Creek Public Works Department (City) requests that interested parties submit formal sealed bids for the 2026 Roadway Resurfacing, Patching, and Facilities Paving Project. This project consists of plant mix resurfacing and patching on Main Arterials and Neighborhood Roads, as well as the rehabilitation of City Hall parking lot and Cauley Creek Service driveway.

Main Roads Resurfacing and Patching

- McGinnis Ferry Road--- (Eastbound lanes only between Johns Creek Parkway and Belcrest Drive) mill, inlay and install new thermoplastic striping and RPMs.
- Buice Road--- (From new asphalt joint at Dolvin Elementary to new asphalt joint at Spruill Road. and from Spruill Road to Haverhill Lane. (Western Bridge Construction Limits) mill, inlay, and install new thermoplastic striping and RPM's.
- Buice Road--- (Eastern Bridge Construction Limits) to new asphalt joint just West of Old Alabama Road) mill, inlay and install new thermoplastic striping and RPM's.
- Johns Creek Parkway Patching--- (Between Medlock Bridge Road and Technology Circle)
- Technology Circle Patching---(Between Johns Creek Parkway and McGinnis Ferry Road)
- Parsons Road Patching--- (Between Medlock Bridge Road going West and Abbotts Bridge Road)
- Boles Road Patching---(Between Abbotts Bridge Road and Bell Road)
- Bell Road Patching---(Between Boles Road and McGinnis Ferry Road)

Neighborhood Patching

- Haynes Landing
- River Glen
- Farmbrook on the Creek
- Kingston Crossing

Miscellaneous Projects

- City Hall –Parking lot
- Cauley Creek Park—Service Driveway

All main roads are to be resurfaced with 1.5" of 12.5mm asphalt, with profile milling of the roadway. Exact patching locations are to be determined and will be marked in the field by the CEI for this project.

SCOPE OF WORK

The Contractor shall construct the project per:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work and specifications;
- Purchase Order;
- Approved Schedule;

- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines;
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. The bid basis is for unit pricing. Payment will be made based on actual quantities installed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions. In case of discrepancies between the plans and specifications, the most stringent prevails.

Materials must come from GDOT approved sources. The contractor will be required to submit in writing a list of proposed sources of materials. When required representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall submit (3) references demonstrating experience completing projects of similar scope (please include contact email please).**

The City will inspect the work as it progresses.

Retainage in the amount of 10% of the total amount due on each monthly invoice will be held by the City until project completion and acceptance.

BID QUESTIONS:

All questions related to the project and documents must be asked electronically through BidNet. A response will be made within 72 hours electronically via BidNet. Contact with City staff during the solicitation period is forbidden. Offerors may contact the procurement officer for any clarification on schedule and bid submissions at purchasing@johnscreekga.gov.

PROCUREMENT SCHEDULE:

Bid Release	April 14, 2026
Deadline to Submit Questions	May 4, 2026, 5:00 PM ET
<u>Deadline to Submit Bid</u>	<u>May 15, 2026 2:00 PM ET</u>
Anticipated Work Session	June 1, 2026
Anticipated Council Meeting	June 15, 2026
Anticipated NTP	June 30, 2026
Completion Date	Sep 30, 2026

SPECIAL PROVISIONS

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards for construction materials, methods and procedures. Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by September 30st 2026. Upon Notice of Award the Contractor will be required to submit a Progress Schedule. The Contractor shall be assessed liquidated damages in the amount of \$300.00 per calendar day for any work not completed by the deadline. Liquidated damages shall be deducted from the 10% retainage held by the City

Normal workday for resurfacing shall be (9:00 AM to 4:00 PM) and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request. No work will be allowed on City holidays (a complete list can be found on the City website). The Contractor shall not install lane closures or perform work or move equipment or materials on the traveled way that interferes with traffic flow before 9:00AM and after 4:00PM. (Monday through Friday). Strict adherence to allowable lane closure hours shall be enforced. Buice Rd is densely populated with residential homes. The contractor shall make every effort to reduce noise during the paving operation. No tailgate slamming during dump truck cleanout will be permitted.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall conduct a Final Inspection upon notification from the contractor that all work is complete. A Punch List of found deficiencies will be submitted to the contractor upon completion of the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. 10% retainage will be held from the total amount due the Contractor until Final Acceptance of work is issued by the City.

The retainage will be paid as the final invoice after the project has been completed and accepted. All punch-list work must be complete before release of any retainage.

Milled areas must be resurfaced within 24 hours of milling.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

MATERIALS

The city will solicit a task order from a CEI consultant for quality control testing of materials and workmanship incorporated into the project. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing changeable message board notification signs in each direction of the main roads to be resurfaced or neighborhoods to be patched. The notifications are to be installed one week prior to commencement of work. Changeable message boards are to remain in place until contracted work (except punch-list) has been completed and accepted. No separate payment will be made for this work.

INVOICING

The Contractor shall invoice monthly for work satisfactorily completed. Invoices need to be sent to the City's Project Manager for approval.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity.

All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in the "Grading Complete" bid item. Contractor will notify the City in writing if quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

All information given concerning existing conditions is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid.

No adjustment will be made to the bid based on missing or inaccurate information on the plans.

UTILITIES

Contractor shall be responsible for protecting all utilities and for coordinating any utility relocation necessary for the completion of the work.

Contractor shall be responsible for the adjusting to grade of existing utility structures that are incorporated into the work including but not limited to water valves and sewer cleanouts.

All manholes are to be adjusted to grade prior to placement of asphalt per specifications provided by Fulton County. The contractor shall be held responsible for property damage due to unsafe adjusted manholes. Payment for this work is considered incidental. The contractor will also be responsible for the adjustment of all water valves at no additional cost to the city.

Manholes risers will be furnished by Fulton County at no additional cost to the contractor.

TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction to the citizens. Work staging and operations shall be conducted in a manner to minimize interference with traffic flow thru

existing parking areas. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with MUTCD and DOT specifications. Contractor shall take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractors expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall place temporary pavement markings (paint or removable tape) to match existing pavement markings prior to opening travel lanes. No additional payment will be made for this work.

The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

All personnel, equipment, and materials required for installing and maintaining traffic control shall be the responsibility of the contractor.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released.

RIGHTS AND USE OF MATERIAL

Materials excavated within the project limits become the property of the Contractor. The Contractor, at his/her discretion, may elect to incorporate any of the excavated material into his/her work provided and that it is suitable for the intended use. Materials identified to be removed and are unsuitable for the project will be removed from the site by the Contractor. All excavation, placement, hauling and grading of on-site material will be the Contractors responsibility.

ASPHALT CONCRETE PAVING

Surface course on the main roads shall be a 12.5mm Superpave, Type I, GP 2 only, including bitum material

& H lime. (Corrected Optimum Asphalt Content)

Patching shall be constructed so as to tie into existing pavement and curbs with the best possible ride and aesthetic result. Unacceptable roughness shall be repaired by contractor. Patches shall be milled a full lane width at a depth up to 4". Asphalt for patching shall be placed in 2 lifts to conform to GDOT specifications. Patching areas will be marked by the city's CEI firm.

Bituminous trackless tack shall be applied per GDOT spec. The cost for trackless tack should be included in the asphalt price per ton. No separate payment will be made. The contractor is responsible for providing proper traffic control to ensure tack is not tracked on to private driveways, decorative neighborhood pavers etc. Cleanup of tack shall be performed by a professional cleaning service within 24 hours at the contractor's expense.

The roads shall be topped with 1.5" (165 lbs. /SY.) of topping. This shall include mainlines, deceleration lanes, and turn lanes only.

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

MILLING

Mill the entire surface of the roadway. The milling shall be 1.5" in depth for resurfacing only, patching will consist of variable depth milling. The final surface of the pavement after all paving has been completed shall be flush with the existing curb and roadway.

COORDINATION

The Contractor shall keep the City updated on the construction schedule, daily work plans and any challenges, setbacks in a timely manner.

THERMOPLASTIC/PREFORMED PLASTIC PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings on the asphalt pavement sections and Preformed Plastic Markings with black contrast on the bridge. Final (thermoplastic and preformed plastic) pavement markings shall be placed at least 20 calendar days but no more than 50 calendar days after placement of final asphalt lift. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

The 20-day wait period for installing final thermoplastic striping will not count against the available calendar days as long as all other work is complete, including temporary centerline striping, and the road has been re-opened.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA

regulations as they pertain to this project.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within 14 days. Failure to perform clean-up activities may result in suspension of the work. The contractor is responsible for keeping the traveling public and construction vehicles from tracking tack into private driveways or adjacent neighborhoods. The contractor will be responsible for cleaning tack tracked to these areas.

REQUIRED BONDS

5% Bid Bond (Contract value).
100% Payment Bond (Contract value).
100% Performance Bond (Contract value)

INSURANCE REQUIREMENTS

The Contractor 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 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 and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage

EXHIBIT B
COST PROPOSAL

ITB 26-135
2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES PAVING PROJECT
COST PROPOSAL


ITB 26-135 Construction				Allied Paving Contractors	
Resurfacing & Paving Project (1)				Project (1)	
Code	Description	UOM	QTY	Price	Total Cost
150-1000	TRAFFIC CONTROL	Lump-Sum	1	\$60,000.00	\$60,000.00
402-1802	RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H - LIME	Ton	2790	\$158.00	\$440,820.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME (1.5")	Ton	5325	\$120.00	\$639,000.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME (1.5")	Ton	555	\$148.00	\$82,140.00
432-5010	MILLING ASPH CONC PVMT VARIABLE DEPTH	Square Yard	80987	\$1.90	\$153,875.30
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	Linear Foot/Feet	32740	\$1.05	\$34,377.00
653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	Linear Foot/Feet	29630	\$1.10	\$32,593.00
653-1504	THERMOPLASTIC SOLID TRAFFIC STRIPING 12 IN WHITE	Linear Foot/Feet	520	\$3.85	\$2,002.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	Linear Foot/Feet	1804	\$7.70	\$13,890.80
653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	Linear Foot/Feet	10355	\$3.85	\$39,866.75
653-2602	THERMOPLASTIC SOLID TRAFFIC STRIPE 6 IN YELLOW	Linear Foot/Feet	320	\$1.65	\$528.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	Each	60	\$110.00	\$6,600.00
653-0230	THERMOPLASTIC PVMT MARKING, WORD, TP 3A	Each	1	\$440.00	\$440.00
653-3501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	Linear Foot/Feet	5400	\$0.70	\$3,780.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN , WHITE PAINT	Linear Foot/Feet	2000	\$0.55	\$1,100.00
654-1001	RAISED PVMT MARKERS TP 1 YEL	Each	500	\$6.60	\$3,300.00
654-1003	RAISED PVMT MARKERS TP 3	Each	1250	\$6.60	\$8,250.00
				\$1,522,562.85	
				Project Total : \$ 1,522,562.85	

BidNet-Electronic Submission

Opened: 5/15/26 2:01pm by Neil Trust-Purchasing Officer

EXHIBIT C

REQUIRED FORMS & DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) Allied Paving Contractors, Inc.

(Address of Contractor) at P. O. Box 509, Pendergrass, GA 30567

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

Western Surety Company
(Name of Surety)

151 N Franklin Street, Chicago, IL 60606
(Address of Surety)

A corporation of the State of _____ SD _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia
(Name of Obligee)
10700 Abbotts Bridge Rd., Suite 190, Johns Creek, Georgia 30097
(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:

2026 Roadway Resurfacing, Patching, and Facilities Paving Project

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Johns Creek, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Johns Creek, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Johns Creek, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Johns Creek, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 15th day of May A.D., 2026

ATTEST:

Kristi Sun Hall
(Principal Secretary) Kristi Sun Hall

(SEAL)

Steven DeLong
(Witness to Principal) Steven DeLong

P. O. Box 509, Pendergrass, GA 30567
(Address)

(Surety)

ATTEST

BY:

David C. Eades
(Attorney-in-Fact) and Resident Agent
David C. Eades, Attorney-In-Fact & GA Resident Agent
(Attorney-in-Fact)

(Seal)

Avery C. Kenimer
(Address)
(Witness as to Surety) Avery C. Kenimer
900 Ashwood Pkwy, Suite 330
(Address)

Atlanta, GA 30338



Allied Paving Contractors, Inc.
(Principal)
Bryan Jones
BY: Bryan Jones, Vice President
P. O. Box 509, Pendergrass, GA 30567
(Address)

Western Surety Company

900 Ashwood Pkwy, Suite 330, Atlanta, GA 30338

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David C Eades, Avery C Kenimer, Bradley B Lastinger, Individually

of Chamblee, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.



WESTERN SURETY COMPANY

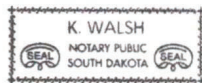
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of May 2026



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

CITY OF JOHNS CREEK

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Invitation to Bid (ITB) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

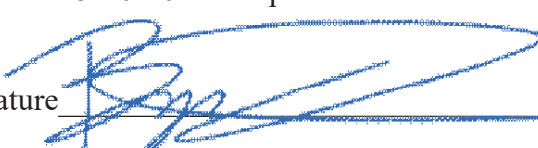
It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal 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 proposal shall be valid and held open for a period of Seventy Five (75) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION (Offeror to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal 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 5-15-2026

Print/Type Name Bryan Jones ~ Vice President

Print/Type Company Name Here Allied Paving Contractors, Inc.

Purchasing Division

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 Quotes/RFP package when it is submitted.

Name of Offeror Allied Paving Contractors, 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.) *Offeror(s) will list N/A-Not Applicable to the fields below, if applies:*

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
<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:

<u>N/A</u>	<u></u>
<u></u>	<u></u>

Purchasing Division

IMMIGRATION AND SECURITY FORM

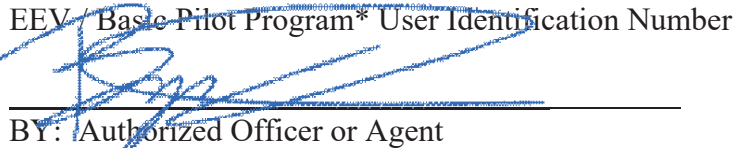
CONTRACTOR AFFIDAVIT AND AGREEMENT

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 **160** employees.

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.

58870

EEV/ Basic Pilot Program* User Identification Number

BY:  Authorized Officer or Agent
(Contractor Name) Allied Paving Contractors, Inc.
Vice President

5-15-2026
Date

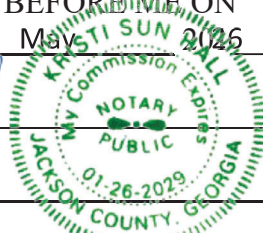
Title of Authorized Officer or Agent of Contractor

Bryan Jones
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 15th DAY OF May, 2026


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).

Purchasing Division



O.C.G.A. § 50-36-1(e)(2) Affidavit
Verifying Lawful Presence in the United States
(Individual submitting proposal 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:

Georgia 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 Pendergrass (city), GA (state).


Signature of Applicant

Bryan Jones ~ Vice President
Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the 15 day of May 2026.


(Clerk/Notary Public)



My commission expires: _____

Purchasing Division

CERTIFICATION ON SPONSER

DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of
Allied Paving Contractors, Inc., (“Contractor”), whose address is
P. O. Box 509, Pendergrass, GA 30567
_____, 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

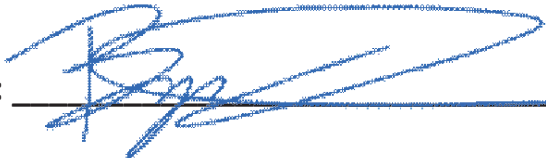
(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to 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.

CONTRACTOR

Date: 5-15-2026

Signature: _____



Print Name: Bryan Jones

Title: Vice President

Purchasing Division



LIST OF SUBCONTRACTORS

I do x , do not , propose to subcontract some of the work on this project.
I propose to Subcontract work to the following subcontractors:

SUBCONTRACTOR	WORK TO BE PERFORMED	% OF THE WORK
Peek Pavement Marking, LLC	Striping	9%

Company Name: Allied Paving Contractors, Inc.

- City of Johns Creek requires 51% participation by the Prime Contractor on all projects.
- Prime Contractor required to submit E-verify affidavit's for each Subcontractor performing services. Subcontractor Affidavit OCGA 13-10-91 form.



ADDENDUM #1

Invitation to Bid (ITB) Bid #26-135 2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES PAVING PROJECT

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

1. Location Matrix PDF

Bid Due Dates for the ITP:

All proposal submissions are due electronically in BidNet no later than 2:00 PM ET Friday May 15, 2026, 2:00PM ET. 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 26-135 addendum #1 and included with your forms and documents.

Firm: Allied Paving Contractors, Inc.
Signature: 
Date: 5-15-2026

Purchasing Division



ADDENDUM #2

Invitation to Bid (ITB) Bid #26-135 2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES PAVING PROJECT

To All Prospective Offerors:

To following is Addendum Number #2 for the above solicitation.

- 1. Answers to questions asked in BidNet up until Friday 4/24/26 4:00 pm.**

Bid Due Dates for the ITP:

All proposal submissions are due electronically in BidNet no later than 2:00 PM ET Friday May 15, 2026, 2:00PM ET. 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 26-135 addendum #2 and included with your forms and documents.

Firm: Allied Paving Contractors, Inc.

Signature: Bryan Jones ~ Vice President

Date: 5-15-2026

Purchasing Division

Questions & Answers - 1

Project 26-135 - 2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES
PAVING PROJECT

Buying Organization The City of Johns Creek

No	Question/Answer	Question Date
Q1	<p>Question: Type of 9.5mm Mix The bid documents call for 9.5mm Asphalt, what kind of 9.5mm do you want the Contractor to place? 9.5mm Type I? or 9.5mm Type II?</p> <p>Answer: 402-3103 -RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME</p>	04/15/2026
Q2	<p>Question: Temporary Signs Are temporary windstand signs allowed?</p> <p>Answer: Yes, temporary traffic control signs are permitted and should be removed when no workers are present.</p>	04/17/2026
Q3	<p>Question: Pavement Area Item What is the intention for pricing the 1st item "Pavement Area"?</p> <p>Answer: No pricing is required for Pavement Area</p>	04/17/2026
Q4	<p>Question: Patching Material What is the material to be used for Patching?</p> <p>Answer: Patching material is to be 12.5mm placed in two lifts.</p>	04/17/2026
Q5	<p>Question: Milling Depth In the bid schedule the milling is variable depth, however the bid documents says 1.5" milling for resurfacing. Can you provide clarity on this?</p> <p>Answer: All milling will be paid under pay item 432-5010</p> <p>Refer to Page 7 of the ITB</p> <p>MILLING</p> <p>Mill the entire surface of the roadway. The milling shall be 1.5" in depth for resurfacing only, patching will consist of variable depth milling. The final surface of the pavement after all paving has been completed shall be flush with the existing curb and roadway.</p>	04/17/2026
Q6	<p>Question: Patching Only Limits Can you provide limits for all areas that are getting patching only?</p> <p>Answer: Page 2 of the ITB addresses the patching limits for the main roads. Exact patching locations are to be determined and will be marked in the field by the CEI for this project. (This includes neighborhoods and the service driveway)</p>	04/17/2026

No	Question/Answer	Question Date
Q7	<p>Question: To be determined projects</p> <p>Is there a estimated location that can be provided for the To-be-determined projects?</p> <p>Answer: Location Matrix provided in Addendum #1</p>	04/17/2026
Q8	<p>Question: Pavement Area Pay Item</p> <p>Please clarify the "Pavement Area" pay item, as it has the same quantity and unit of measurement as the Milling pay item.</p> <p>Answer: No Pricing is required for Pavement Area</p>	04/21/2026
Q9	<p>Question: Map of Neighborhood Resurfacing</p> <p>Please provide a map of the neighborhood resurfacing streets to ensure that all desired resurfacing areas are captured.</p> <p>Answer: The City will provide a map of the main roads and neighborhood patching in addendum #3.</p>	04/21/2026
Q10	<p>Question: Individual Road Lists</p> <p>Could you provide a list and a map for the roads listed in the neighborhood paving section of the documents?</p> <p>Answer: Location Matrix provided in Addendum #1</p>	04/22/2026
Q11	<p>Question: To Be Determined Project Work Scope</p> <p>Could you clarify what the "To be Determined Projects" section of the road matrix is for?</p> <p>Answer: The "To be Determined Projects" are additional neighborhood patching project(s). The only project determined at this time to be on this list is Haverhill Lane patching. Additional patching work within neighborhoods may be determined at a later time without exceeding the listed quantities.</p>	04/22/2026
Q12	<p>Question: Shuttle Buggy</p> <p>Is the use of a shuttle buggy required for the roads being paved with 12.5mm?</p> <p>Answer: No shuttle buggy is required for the main road resurfacing.</p>	04/22/2026
Q13	<p>Question: Advanced Warning</p> <p>Will the Contractor be allowed to use Portable Advanced Warning Signs for this project?</p> <p>Answer: Yes, temporary traffic control signs are permitted and should be removed when no workers are present.</p>	04/22/2026
Q14	<p>Question: Cauley Creek Park - Service Driveway</p> <p>Please provide a detail for the Cauley Creek Park service driveway listed under miscellaneous projects.</p> <p>Answer: Page 2 of the ITB addresses this question, the exact patching locations are to be determined and will be marked in the field by the CEI for this project.</p>	04/23/2026
Q15	<p>Question: Side Roads</p> <p>Are side road tie-ins to be included in the resurfacing areas?</p> <p>Answer: Yes, side road should be paved up to the back of the radius, unless a concrete apron exists.</p>	04/23/2026



ADDENDUM #3

Invitation to Bid (ITB) Bid #26-135 2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES PAVING PROJECT

To All Prospective Offerors:

To following is Addendum Number #3 for the above solicitation.

- 1. Prebid Meeting held 4/28/26, Questions and Answers**
- 2. Answers to questions asked in BidNet up until Friday 5/3/24/26.**
- 3. Additional conditions of contract:**
 - a. All sub-contractors must be approved by the city before contract award.
 - b. Buice Road is currently shutdown for through traffic due to Buice Road bridge replacement project. The road is expected to be open to through traffic in late July/Early August
 - c. No nighttime work will be permitted
- 4. Asphalt Paving Map.**

Prebid Meeting

- 1Q. Location matrix has a section that states "To be Determined" (TBD) projects in neighborhoods for patching, it does not state where the TBD projects are. Can you provide more clarity to those TBD items ?
- 1A: Addendum 3 will have a map. City is waiting on the results from a pavement assessment to include additional needs. One road already identified is Haverhill Lane Cul de sac.
- 2Q: In regard to pay item: 432-5010 MILLING ASPH CONC PVMT VARIABLE DEPTH 80987 SY will you be able to not require a cost her since it's not required?
- 2A: Pay item 100 will be deleted for Addendum #3
- 3Q: Exhibit A mentioned main road resurfacing and patching specifically Boles Road and Bell Road patching and both streets are not listed in the matrix.
- 3A: Listed is estimated quantities for patching. City has not determined the exact size of the patching.

Purchasing Division



- 4Q: Does the contractor manage the manhole and valves?
- 4A: The contractor will be responsible for the leveling. Fulton county water will provide risers for the manholes and the valves. Before work is done, they will come out to mark the areas.

Bid Due Dates for the ITP:

All proposal submissions are due electronically in BidNet no later than 2:00 PM ET Friday May 15, 2026, 2:00PM ET. 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 26-135 addendum #3 and included with your forms and documents.*

Firm: Allied Paving Contractors, Inc.

Signature: Bryan Jones ~ Vice President

Date: 5-15-2026

Purchasing Division



ADDENDUM #4

Invitation to Bid (ITB) Bid #26-135 2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES PAVING PROJECT

To All Prospective Offerors:
To following is Addendum Number #4 for the above solicitation.

- 1. Answers to questions asked in BidNet up until Q&A deadline of 5/4/2026.**

Bid Due Dates for the ITP:

All proposal submissions are due electronically in BidNet no later than 2:00 PM ET Friday May 15, 2026, 2:00PM ET. 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 26-135 addendum #4 and included with your forms and documents.

Firm: Allied Paving Contractors, Inc.

Signature: Bryan Jones ~ Vice President

Date: 5-15-2026

Purchasing Division

Questions & Answers - 3

Project 26-135 - 2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES
PAVING PROJECT

Buying Organization The City of Johns Creek

No	Question/Answer	Question Date
Q17	<p>Question: Confusion from Addendum 3</p> <p>Regarding addendum #3, question #2 about the milling pay item, you stated that pay item 100 will be deleted. Is this the for the "Milling" item or the "pavement area" item? Could you clarify this please?</p> <p>Answer: Pay Item 100 : "Pavement Area" was deleted</p>	05/04/2026

EXHIBIT D.
LOCATION MAPS
Buice Road

Dolvin Elementary School to Haverhill Lane



Buice Road

Kingston Crossing Circle to new asphalt joint near Old Alabama Road



McGinnis Ferry Road

From Johns Creek Parkway to Belcrest Drive (Eastbound lanes only)



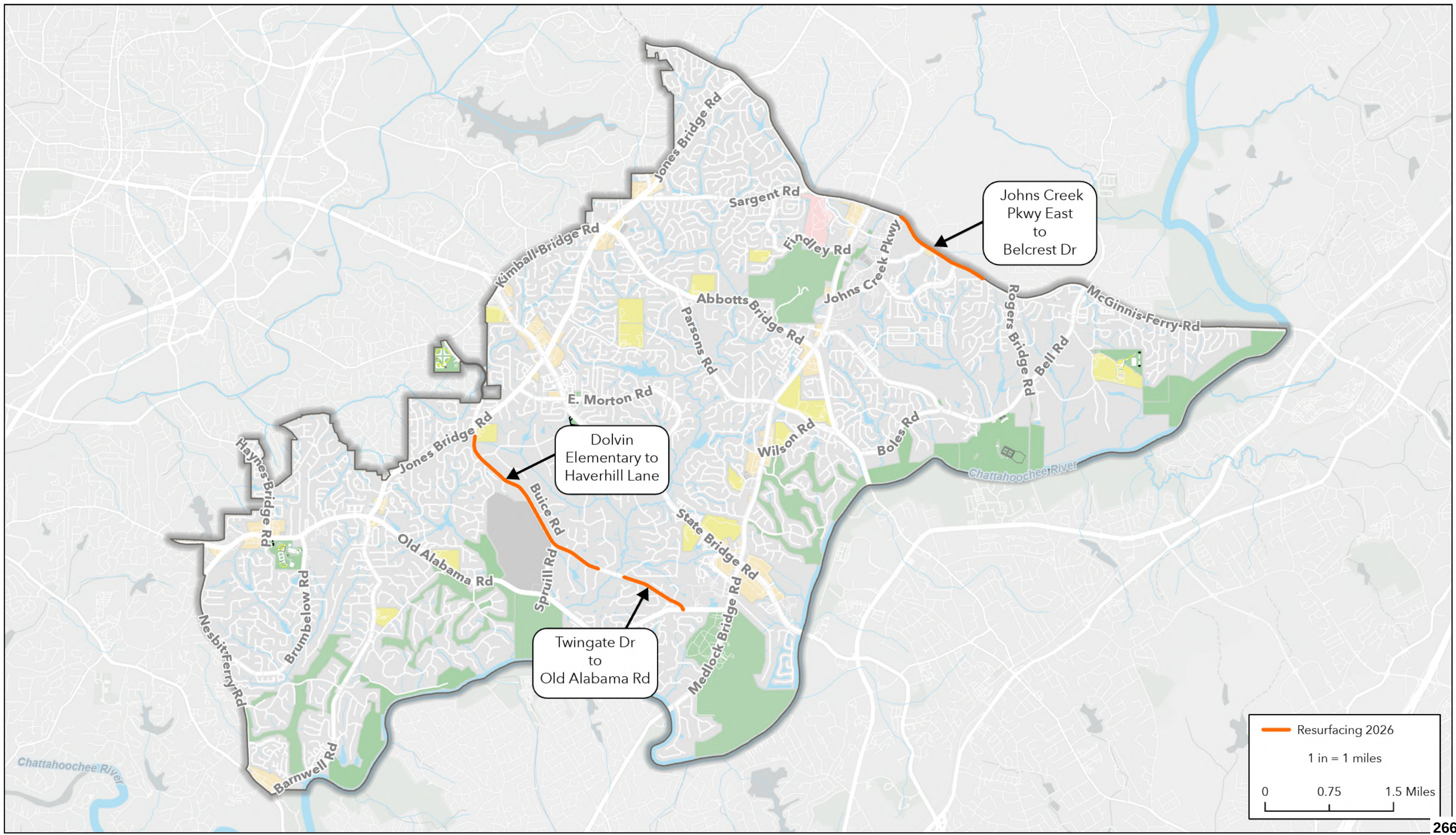
City Hall Parking

11360 Lakefield Drive



Main Road Resurfacing

May 2026





**PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFQ #25-289)
TASK ORDER # 4**

**CONSTRUCTION ENGINEERING & INSPECTION
2026 Main Roads Resurfacing and Patching**

SCOPE OF SERVICES

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFQ #25-289), and shall serve as authorization by the City of Johns Creek to LOWE ENGINEERS (“CONSULTANT”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFQ #25-289). Now therefore, the parties agree as follows:

Location of Projects: Multiple locations

(2) Main Road Resurfacing

- McGinnis Ferry Road-East Bound lanes Only---(Johns Creek Parkway East to Belcrest Drive)
- Buice Road--- (2) segments (Dolvin Elementary School to Haverhill Lane) and (Kingston Crossing to pavement joint just West of Old Alabama Road)

Parking Lot- Resurfacing

- City Hall

(5) Main Roads – Patching

- Parsons Rd--- (Abbotts Bridge Rd to Medlock Bridge Road (West end)
- Johns Creek Parkway--- (Medlock Bridge Rd to Technology Circle)
- Technology Circle--- (Between Johns Creek Pkwy and McGinnis Ferry Rd)
- Bell Road
- Boles Road



(4) Neighborhood – Patching

- Haynes Landing
- Farmbrook on the Creek
- Kingston Crossing
- River Glen

(1) Facilities – Patching

- Cauley Creek Park--- (Service Driveway)

Description of Services: The services to be performed by the CONSULTANT pursuant to this TASK ORDER (the “WORK”), include, but are not limited, to the following:

Provide Construction Engineering & Inspection services to include the following:

TASK 1:

- Assure proper coordination of all stakeholders including utility companies.
- Maintain organized, accurate and complete records of all events and activities associated with the project. These will include but not be limited to project diaries, Material Certification Logs, tickets and any quantity computation documentation. The consultant is expected to measure pay item quantities to verify contractor pay requests. All documents will be kept current and available for inspection and audit by the City for the duration of the project.
- Provide interpretations of the specifications and special provisions.
- Recommend field adjustments to the construction plans and/or corresponding documentation to better fit field conditions.



- Periodically review and verify the horizontal and vertical accuracy of the contractor's work. The consultant shall periodically review and check the "lines and grade" on all phases of work including sub-grade, base installations, curb and gutter, etc. where required.
- Provide periodic inspection of the contractor's construction survey and staking where required.
- Act as the representative of the City, while in the field and to make recommendations to the City to resolve issues and disputes which may arise in relation to the construction contract.
- Maintain an appropriate number of qualified staff on sites during contractor operations.
- Review and recommend approval of all contractor invoices and forward invoices to the City for payment. A cost summary sheet shall be included with all invoices. The cost summary sheet shall show all quantities incorporated into the project for that reporting period. These quantities shall be reviewed, verified and checked by the consultant. The summary sheet will have individual line items for each pay item in the construction package. Verified cost summary sheets shall be submitted to the City by the consultant by the 10th of each month.
- Forward complete project file and records to the City at project close-out.
- Conduct meetings, as appropriate, between parties associated with this contract and provide minutes from these meetings to the City and the project file.
- Conduct a pre-construction meeting. Discuss scope of the project, the project schedule (including liquidated damages), testing requirements, reporting requirements, erosion control, traffic control, bulletin board requirements, and expected quality of the contractor's work.
- Evaluate pavement conditions and mark patching areas for roads designated for patching. (Contractor's traffic control shall be used for marking)



- Maintain a current certified log of all materials and their supplier entering and being incorporated into the project.
- Assure that materials sampling and testing is performed by the CONSULTANT. Material testing, such as asphalt extractions, shall be performed in a GDOT approved Material Testing Laboratory. Asphalt compaction results shall be delivered to the city within 24 hours of testing. Asphalt extraction results shall be delivered to the city within 72 hours of sampling.
- Verify that all materials and applicable concrete mix designs incorporated into the work are from GDOT approved suppliers, and/or that appropriate materials testing is performed by the CONSULTANT and approved. Maintain as part of the project documents current and accurate records of all sampling and materials testing results and material invoices. All materials testing documentation and material invoices shall be in a format which meets GDOT requirements.
- The CONSULTANT will contact the city with ANY item, which significantly changes the character of the original scope of work. The consultant will NOT authorize any additional work without approval of the City.
- Review and assess any claim submitted by the contractor. The City expects that most potential claim situations can be addressed in the field without being “elevated” any further. When the consultant is unable to reach an agreement with the contractor the consultant shall forward the claim to the City with recommendations regarding the disposition of the claim and include back-up information in support of the recommendations.
- Periodically review and verify that the contractor is meeting all NPDES guidelines, if applicable.
- Review and document compliance with all permits issued as part of this project.
- Provide digital photographs of the project sites prior to, during and after construction operations.
- Organize, attend and provide minutes of progress meetings with the prime



- The CONSULTANT shall notify utilities to begin required relocations when construction bids are approved by the City Council. This notification shall indicate the approved contractor's name; date of the pre-construction meeting and estimated construction start date.
- Coordinate and attend utility relocation meetings with the contractor and utility companies whose facilities are within the project limits and are in conflict with construction. The consultant will be responsible for facilitating the transfer of information between utility companies and the contractor to prevent delays with utility relocation.
- Review and verify that the traffic control procedures implemented by the contractor conform to the City plans and specifications, GDOT specifications and
- MUTCD requirements. For projects involving detours, the consultant shall verify that proper signing is being maintained.
- Inform & coordinate with all affected businesses and homeowners prior to working at the affected property.
- Provide direction to the contractor as needed and inspect all work, including but not limited to, traffic control, grading, retaining wall construction, resurfacing of roadway, trail construction, drainage improvements, driveway construction, erosion control, and grassing.
- Inspect all work on the project to verify that materials and workmanship meet or exceed GDOT specifications, standards and details, and the plans, details and contract documents including scope of work and approved budgets.
- Provide daily progress reports and photos to the City.
- Daily reports shall include a detailed accounting of asphalt tonnage, streets paved, and spread rates.



TASK 2

- **Material Testing**

CONSULTANT Deliverables to CITY

- All electronic documents, project files, material invoices, tickets, inspection reports, photographs, and permits associated with this project

ITEMS to be provided by CITY

- Bid Package

Design Specifications and Guidelines: The engineering and design services will be performed in a lump sum approach as follows:

Task 1 – CEI Services	<u>\$ 69,265.00</u>
Task 2 – Material Testing	<u>\$ 7,875.00</u>
TOTAL	<u>\$ 77,140.00</u>

This TASK ORDER is subject to the terms and conditions of the original CONTRACT AGREEMENT (RFQ #25-289) entered between the parties.

General Scope of Service: The WORK under this TASK ORDER is to be commenced upon receipt of “Notice to Proceed” (NTP). The WORK will be completed within 90 calendar days after Notice to Proceed.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK within 90 calendar days (hereinafter referred to as the “Schedule for Completion”), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.



Every 30 days commencing with the execution of the TASK ORDER, the CONSULTANT shall submit a report which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (hereinafter referred to as "Narrative Report"). No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

The CONSULTANT shall coordinate and attend periodic meetings with the CITY regarding the status of the TASK ORDER. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

The CONSULTANT shall accomplish all of the pre-construction activities for the TASK ORDER as part of the WORK. The pre-construction activities shall be accomplished in accordance with the all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials, current edition, hereinafter referred to as "AASHTO", the GDOT's Standard Specifications Construction of Roads and Bridges, current edition, TASK ORDER schedules, and applicable guidelines of the Georgia Department of Transportation.

The CONSULTANT agrees that all reports, plans, drawings studies, specifications, estimates, maps, computations and printouts and any other data prepared under the terms of this TASK ORDER shall become the property of the City. This data shall be organized, indexed, bound and delivered to the City no later than the advertisement of the PROJECT for letting. The City shall have the right to use this material without restriction or limitations and without compensation to the consultant.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this TASK ORDER. The CONSULTANT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONSULTANT shall also be responsible for any claim, damage, loss or expense resulting from the incorrect interpretation of provided designs, drawings, and specifications pursuant to this TASK ORDER.



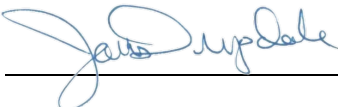
For each "Phase" enumerated in "Design Specifications and Guidelines," the fees shall be paid for such phase as provided however, the CONSULTANT agrees that fees are earned pursuant to the WORK performed, which in no event shall exceed the amount set forth in the attached Fee Schedule and which hourly rate shall in no event exceed that provided in the Contract Agreement. Accordingly, invoices shall be submitted pursuant to completion of the Work performed based upon percentage completion of the relevant Phase.

Attachments:

Attachment A – Location Maps

CONTRACTOR Lowe Engineers, LLC

CITY

By: 

By: _____

Title: Managing Partner

Title: _____

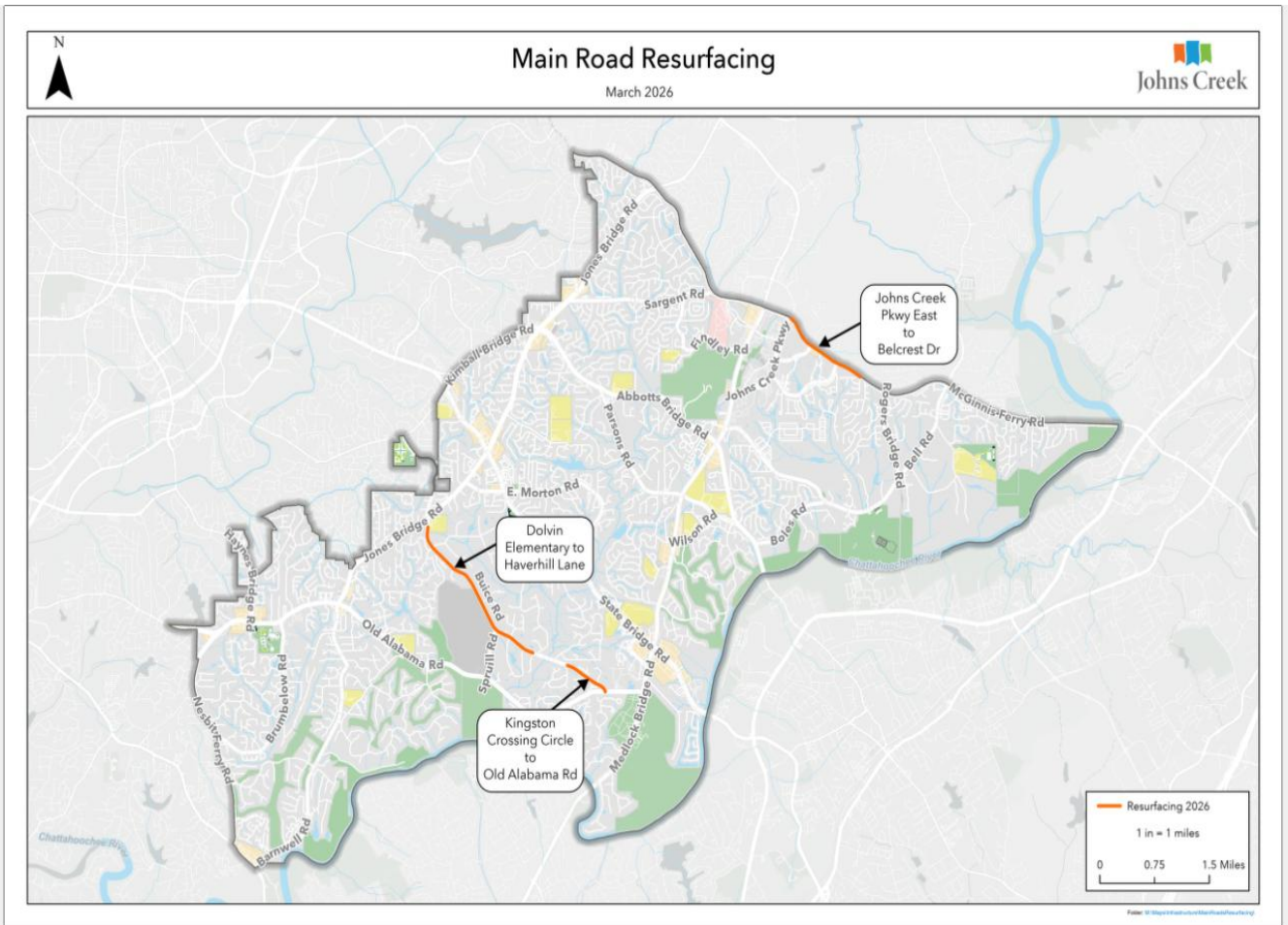
Name: Jon Drysdale

Name: _____

Date: 5/14/26

Date: _____

LOCATION MAP- 2026 MAIN ROAD RESURFACING





MEMO

To: Honorable Mayor and City Council

From: Harpreet Hora / Finance Director Signed by: Harpreet Hora
7ABFC0D7B08B409

Prepared by: Neil Trust, Purchasing Manager – CPPO, CPM, GCPM

Date: June 1, 2026

Subject: **Purchasing Recommendation for ITB #26-135 (2026 Roadway Resurfacing, Patching, and Facilities Paving Project)**

The above referenced Invitation to Bid (ITB) was released on April 14, 2026, with a due date of May 15, 2026, at 2:00PM. The solicitation was advertised on the City's website, in the State of Georgia Procurement Registry, and on BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	3107 Individuals / Firms
BidNet Georgia Purchasing Group	288 Individuals / Firms

On April 28, 2026, a virtual Pre-Bid Meeting was held via Microsoft Teams with (5) individuals participating. Thirty-three (33) individuals/firms who downloaded bid documents are plan holders of Bid 26-135.

The following eleven proposals were received and reviewed for compliance by the Purchasing Manager on May 15, 2026:

Allied Paving Contractors (Pendergrass, GA)
Atlanta Paving & Concrete Construction Inc. (Peachtree Corners, GA)
Baldwin Paving Company, Inc. (Marietta, GA)
Blount Construction (Doraville, GA)
C.W. Matthews Contracting Co. (Marietta, GA)
DCBC LLC (Bethlehem, GA)
Georgia Paving (Duluth, GA)
Magnum Paving (Villa Rica, GA)
MHB Paving (Social Circle, GA)
Summit Construction & Development LLC (Stone Mountain, GA)
Vertical Earth, Inc. (Cumming, GA)

One firm requested to withdraw their bid after realizing an error had resulted in an unrealistic proposal. Consequently, Atlanta Paving & Concrete Construction, Inc. was removed from consideration

The Evaluation Committee consisting of the Public Work's Director, Assistant Director, Field Services Manager and Purchasing Manager organized and reviewed cost proposals and supporting documents submitted for ITB #25-135 2026 Roadway Resurfacing, Patching, and Facilities Paving Project.

The City's Purchasing Policy requires award of contract to the lowest responsive and responsible bidder. It is the decision of the Evaluation Committee to make recommendation of awarding the contract for the above referenced ITB to **(Allied Paving Contractors.)** as the lowest responsive and responsible bid meeting the minimum specifications.

The Contractor's cost for the 2026 ROADWAY RESURFACING, PATCHING, AND FACILITIES PAVING PROJECT is \$1,522,562.85.

This project requires the Mayor and City Council approval per our Purchasing Policy.



MEMO

To: Honorable Mayor and City Council

From: Harpreet Hora, Finance Director  Signed by: Harpreet Hora
7ABFDD785D8B4D9...

By: Neil Trust, Purchasing Manager-CPM, GCPM

Date: May 11, 2026

Subject: **Purchasing Recommendation for RFQ #26-013 (Professional Engineering Services - SR141 / Medlock Bridge Road Trail – Chattahoochee River to Bobby Jones Drive)**

The above referenced Request for Qualifications (RFQ) was released on December 11, 2025, with a due date of January 20, 2026, at 2:00PM. The Solicitation was advertised on the City's website, in the State of Georgia Procurement Registry, and on BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	3101 Individuals / Firms
BidNet Georgia Purchasing Group	848 Individuals / Firms

On December 18, 2025, a Pre-Bid Meeting was held in-person at City Hall with six (6) Firms/Individuals participating. Sixty-eight (68) individuals/firms downloaded bid documents and are plan holders of Bid 26-013.

The following six (6) proposals were received and reviewed for compliance by the Purchasing Manager on January 20, 2026:

- AtkinsRealis USA, Inc. (Atlanta, GA)
- Barge Design Solutions, Inc. (Atlanta, GA)
- EFK Moen, LLC (Atlanta, GA)
- Kimbley-Horn and Associates, Inc. (Peachtree Corners, GA)
- Lowe Engineers, Inc. (Atlanta, GA)
- Thomas & Hutton Engineering Co. (Savannah, GA)

On January 20, 2026, the Evaluation Committee consisting of the Public Works Director, Transportation Project Manager and Assistant City Manager received copies of the RFQ technical proposals and evaluation instructions per scoring guidelines established by the State of Georgia Department of Administrative Services.

The following technical proposal criteria would be evaluated and scored:

- | | |
|---|---------------|
| ▪ Project Understanding/Approach | 30 points max |
| ▪ Experience/Qualifications Project Team | 30 points max |
| ▪ Project Schedule | 10 points max |
| ▪ Experience/Qualifications Project Manager | 20 points max |
| ▪ References | 10 points max |

Total Available Points:	100 points
-------------------------	------------

On Wednesday February 4, 2026, the Evaluation Committee met to compare scores and weigh the technical merits of each proposal. After a thorough review, the committee named Barge Design Solutions, Inc. as the top-scoring firm and requested to schedule contract negotiations with the firm.

Following the successful conclusion of those negotiations, including an agreement on project terms, It is the unanimous decision of the Committee to recommend **Barge Design Solutions, Inc.** for this award. They were the highest-scoring firm and fully met the specifications outlined in the RFQ.

The total cost for RFQ 26-013 - **Professional Engineering Services - SR141 / Medlock Bridge Road Trail – (Chattahoochee River to Bobby Jones Drive)** project (concept design) is \$143,312.00.

This project requires the Mayor and City Council approval per our Purchasing Policy.