



**Monday, October 22, 2018**

**WORK SESSION MEETING  
AGENDA  
11445 Johns Creek Parkway  
Johns Creek, GA 30097**

**5:00 PM**

[www.JohnsCreekGA.gov](http://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 [joan.jones@johnscreekgga.gov](mailto:joan.jones@johnscreekgga.gov) should you need assistance.

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. MAYOR'S REMARKS**

**4. URGENT AND IMPORTANT**

- 4.a. Discussion of Fire Station 64/QRV - 45 min  
[QRV Analysis](#)
- 4.b. Barnwell Road at Holcomb Bridge Road (TSPLOST) Authorization for Right of Way Phase - 30 min  
[2018-1008 Barnwell Rd at Holcomb Bridge Rd \(PI0013947\) - Approval for ROW Phase.docx](#)  
[20181005110637935.pdf](#)
- 4.c. Review of Right of Way Dedications for Ratification - 15 min  
[Agenda Report - Ratifications](#)  
[Plat Ratifications](#)
- 4.d. Review of Intergovernmental Agreement with Fulton County for State Bridge Road for Waterline Relocation Project - 15 min  
[Agenda Report - State Bridge IGA with Fulton County](#)  
[State\\_Bridge\\_Rd\\_Camden\\_to\\_Chattahoochee-IGA](#)
- 4.e. CH2M/Jacobs Contract - First Amendment to Add Traffic Signal Engineer Services - 15 min  
[Agenda Report - Contract Amendment - Traffic Signal Engineer](#)  
[R2018-10-29 Resolution to Amend the CH2M/Jacobs Contract](#)  
[10.22.18\\_-\\_First\\_Amendment\\_to\\_CH2M\\_Jacobs\\_Contract\\_adding\\_Traffic\\_Signal\\_Engineer.docx](#)  
[Exhibit A - Jacobs Proposal for Traffic Signal Engineer](#)  
[Original Agreement](#)

## **5. FUTURE AGENDA ITEMS**

- 5.a. Extension of American Medical Response Ambulance Services
- 5.b. Discussion of Right of Way Maintenance
- 5.c. Discussion of Bell Road Bridge Replacement
- 5.d. Review of Small Cell Technology Draft Ordinance
- 5.e. Discussion of Abbotts Bridge Road Lighting Project
- 5.f. Convention Visitors Bureau FY2019 Tourism Product Development Recommendations
- 5.g. Review of Intergovernmental Agreement with Fulton County for Radio System Access
- 5.h. Jones Bridget Road (TSPLOST) Project - Waters Road to State Bridge Road Widening  
-Concept Phase Authorization

## **6. EXECUTIVE SESSION**

## **7. ADJOURNMENT**



**To:** Honorable Mayor and City Council Members  
**From:** Warren Hutmacher, City Manager  
**Date:** October 16, 2018  
**Item:** Additional Analysis of Quick Response Vehicles

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### Item Summary

Councilman John Bradberry requested that staff evaluate the potential impact the addition of Quick Response Vehicles (QRV) would have on service delivery for fire and Emergency Medical Services (EMS). After reviewing the initial analysis (provided October 12, 2018) he provided some constructive criticisms and made a number of additional inquiries. Staff completed additional analysis and prepared responses to each inquiry.

Ultimately, staff concludes that a QRV would be a useful tool to lower initial response times but is neither an effective long-term replacement for Station #64 nor a cost-effective solution in the long-term. The driving factor is that in order to add the QRV at a level comparable to adding the new station requires the addition of personnel. To enhance response in the interim period, staff recommends a pilot program utilizing existing personnel to supplement the current level of service provided.

### Analysis

Staff analyzed the benefits and costs of a QRV program (as a substitute to Station #64, to augment Station #64, and as an interim solution). Utilizing GIS mapping, staff created a model to analyze response times from the existing resources, an added Station 64, a standalone QRV and finally a Station 64 plus a QRV. The QRV modeling simulated a patrolling QRV truck with a Paramedic and an EMT running a patrol route in the Northwest part of the City to reduce initial response times. The model shows both an 8 hour a 24-hour patrol. Staff also considered the cost to provide services under the different models.

<u>Service Delivery Model</u>	<u>Calls for service 10 Years</u>	<u>10 Year Cost</u>	<u>Cost per Call</u>	<u>Response Improvement</u>
Station 64	18,250	\$4,000,000	\$219	32.15%
QRV (8 hrs)	6,083	\$4,100,000	\$674	10.71%
QRV (24 hrs)	18,250	\$10,956,515	\$600	32.15%

<u>Station 64</u>		<u>QRV</u>	
<u>Pros</u>	<u>Cons</u>	<u>Pros</u>	<u>Cons</u>
Reduced average response time (32.15%)	Only one unit in service in NW Johns Creek	Reduced average response time (32.15%)	High personnel costs
No additional personnel costs	Large one-time capital expenditure	Lower capital expenditure	Inefficient use of resources to answer few calls
One time capital expenditure – lowers average cost per call		Patrolling vehicle with ability to respond quickly if positioned advantageously	High personnel costs – raises average cost per call
		Valuable resource for basic life support calls	Low value to respond to structure fires

### Conclusion

Station 64 will provide a significant reduction in response times at a low service cost compared to other options. Staff expects to see a 32% improvement in response times, therefore adequately solving the problem we currently face in the Northwest part of the City at the lowest possible cost.

A QRV is a useful tool to potentially lower initial response times, however there are significant personnel costs associated with its operation. The City already utilizes this methodology for Stations 61 and 63 with a light rescue truck. The difference is that the vehicle used at 61 and 63 are fixed position (responding out of the station to calls) and not in a patrol capacity. Those vehicles are used for solo responses for ALPHA calls and in conjunction with other assets for ALS type calls.

After weighing the benefits, challenges, and economic considerations, staff continues to recommend the construction of Station 64 and the relocation of a single Engine and associated existing staffing as the most cost-effective method to provide significantly improved response times in the Northwest and West Central portion of the City.

After completing the analysis, staff is open to experimenting with the existing light rescue units at Stations 61 and 63 to test their usefulness as a patrolling or repositioned unit when staffing allows. Staff can experiment with using the light rescue trucks as first responding units on ALS type calls instead of solely on ALPHA calls. Staff will generate metrics to measure their effectiveness. If successful, this methodology could be expanded to other stations to augment current service. Staff doesn't believe that these units would replace existing stations or be substituted for a Station 64. Their use is to augment the current service delivery strategy.



### Responses to follow up questions:

1. Response times all over Johns Creek. How do we deal with unacceptable response times throughout the City and not just in the NW part of the City?

A: The goal of this analysis was to answer the three questions (could the QRV replace the need for Station #64, augment services, or provide interim services). As the Fire Department created their long-term strategic planning document, the conclusion reached was that the most pressing problem was response times in the NW part of the City. When discussed in 2016 and 2017, the Council reached the same conclusion after reviewing the strategic plan and work of an outside consulting firm. There are small pockets of areas that have higher response times than the City average or national standards. However, adding fire stations or other resources to cover these small pockets would not make good financial sense in a financially constrained environment. Council decided to focus resources on lowering response times in the NW part of the City.

2. What is the problem we are trying to solve with the fourth fire station?

A: The primary problem we are trying to solve is to lower response times in the NW part of the City in a cost-effective manner.

3. What is the expected result of adding a fourth fire station within the new service zone and city-wide?

A: The expected result of adding a fourth fire station is to lower response times in the NW part of the City. It is anticipated that the addition of Station 64 would lower response times on average by 32.15% (based on analysis of 20 possible call locations).

4. How many QRV's are necessary to improve service delivery city-wide to an acceptable service delivery level (response time)? What is the cost to achieve this?

A: 1 QRV running 24/7 would lower response times to an acceptable level. The cost to achieve this is \$1,300,000 annually.

5. How many stations are necessary to accomplish an acceptable service delivery level (response time)? What is the cost to achieve this?

A: 1 additional fire station would lower response times to an acceptable service delivery level. The cost to achieve this is a one-time capital expenditure of \$3,000,000.

6. What is the ROI for a fourth station at Kimball Bridge Road in terms of cost and service impacts?

A: A fourth fire station on Kimball Bridge Road would cost \$3,000,000 to construct and would lower response times on average by 32.15%.

7. The fourth fire station has never been approved – it is a loose concept in the budget that is embargoed. The architectural contract going to the Regular agenda (from the work session) is not appropriate and seems to break our rules.

A: The City has taken several steps to move forward with a fourth fire station. The City purchased land on Kimball Bridge Road for the express purpose of building a fourth fire station. The City appropriated funds for the design and engineering of a fourth fire station on Kimball Bridge Road. The City budgeted funds in FY 2019 for the construction of a Fire Station. To spend those funds would necessitate action by the City Council by approving a construction contract. The architectural contract has been on the Future Agenda and Work Session Agenda. The City Council moved the item from the Work Session Agenda to the Regular Agenda.

8. Fire calls are 1.5% of the calls and medical 98.5%. Of the 1.5% of fire calls, 33% of those calls are structure fires.

A: Agreed

9. It is a rare instance that a QRV needs a backup response.

A: The Johns Creek Fire Department established response protocols at the inception of the Department and at that time and since that time has provided a two-unit response to all incidents except for Alpha level calls (calls that are minor in nature). If it is determined by the first responding unit that a second unit response is not necessary, that unit will be directed to return to service. The determination of the need for a second unit response depends on the incident. There are very few instances where only two personnel are sufficient to provide a quality response.

10. Echo medical emergencies and structure fires are the only situations requiring a second resource to respond.

A: False. Advanced life support calls typically require a second unit response. Most medical calls require more than two public safety employees to provide a quality outcome.

11. A 26% reduction in response times with 3 stations reduces the EMS calls that have a response time longer than 8 minutes from 581 to 61. For Fire it would go down from 73 to 8 for responses longer than 8 minutes.

A: Any reduction in response times is based on averages that depend on the severity of the call, the location of the necessary resources available and delays caused by traffic. It is impossible to determine the number of calls that would be impacted with any certainty.

12. The memo states that the QRV is negated by the fact that for a structure fire, a response of at least 4 persons is necessary to handle a response.

A: A QRV that arrives by itself at the scene of a structure fire would be limited in its value compared to a Fire Truck or Fire Engine. No entry into a structure could be attempted without four personnel on scene.

13. LAFD two person crew completes a perimeter and situational assessment as well as preparatory duties and "in many instances are able to begin to knock down the fire before backup crews respond. Please describe the initial steps a crew takes when arriving on the scene.

A: The first arriving 3-man crew Engine, Officer in Charge completes a 360 of the target building. Driver and firefighter establish water supply. Second arriving 3-man crew stretches hose line for advancement and deployment. First arriving truck, forcible entry if needed, vertical, horizontal ventilation, search and rescue operations, locate seat of fire with engine crew members, began extinguishment process. Other arrival equipment will be assigned by the Incident Commander, a Battalion Chief

14. Can QRV's get to a location faster than other units.

A: In most instances a QRV can get to a location faster than other units (exception is Police). However, it depends on where the QRV is positioned at the time of the call for service. For example, if the patrolling QRV may be further from a call than a unit at the Fire Station. It depends on the length of the patrol. The attached example shows that compared to a fixed station response, a QRV can arrive anywhere between 2 and 12 minutes to the scene (average of 6 minutes), while a fixed station response would be 8 minutes. Who gets their quicker depends on where the QRV is in their patrol route at the time of the call.

15. According to LAFD, the QRV is usually the only resource needed and a secondary response is unnecessary.

A: The Johns Creek Fire Department established response protocols at the inception of the Department and at that time and since that time has provided a two-unit response to all incidents except for Alpha level calls (Calls that are minor in nature). If it is determined by the first responding unit that a second unit response is not necessary, that unit will be directed to return to service. The determination of the need for a second unit response depends on the incident. There are very few instances where only two personnel are sufficient to provide a quality response.

16. QRV can only respond adequately to ALPHA level calls. However, assuming that the QRV has a paramedic on the truck, it can provide ALS response. ALS can respond adequately to ALPHA through DELTA calls. Assumption is that PD will arrive first, and the QRV is the required secondary response, therefore a secondary response from a Truck, Rescue or Engine is not necessary.

A: QRV can only fully respond to ALPHA level calls. They can respond to ALS type calls, however a two-person response (even with a Paramedic on the call) is typically insufficient to provide

appropriate service. The Police do typically arrive on a scene before the Fire Department. They are capable of providing initial CPR, administering NARCON for a drug overdose or attempting to use an AED unit in certain types of cardiac arrest cases. Once the initial Truck, Rescue or Engine responds with a Paramedic and EMT resources a second responding unit is often necessary depending on the incident. A typical Bravo, Charlie and Delta call will require more than two personnel to deliver a quality outcome.

17. LAFD characterizes a QRV as an ALS apparatus. Why doesn't JCFD consider it one?

A: JCFD defines any unit that has a Paramedic and the appropriate equipment for advanced life support to be an ALS apparatus. However, an ALS apparatus typically cannot provide a quality outcome if there is only one paramedic and one EMT providing service. The distinction between the two statements is that both a fast initial response, and having an appropriate number of qualified personnel on the scene are the key determinants to a quality outcome.

18. QRV's are best suited for CHARLIE, DELTA and ECHO calls. Why would it be preferable to wait for a slower responding vehicle.

A: QRV's provide a valuable service in typically arriving to a scene before other necessary units. However, typically a QRV cannot provide enough personnel on their own to effectively handle a call without a secondary responding unit.

19. For ECHO calls, wouldn't it be preferable to send the quickest unit to the scene that is available and trained.

A: For any call, it is preferable to arrive with the quickest unit available that is trained. However, the initial unit arriving is limited in its effectiveness until a secondary unit arrives with the appropriate amount of personnel to deliver a quality outcome.

20. Anticipate that QRV will be on scene 90 seconds to 2 minutes faster than other units for all calls. Would it be reasonable to prevent a QRV from participating because they aren't as useful as a Truck, Engine or Rescue in the case of a structure fire?

A: A QRV should not be prevented from responding to a call, however in the case of a structure fire, they are of limited use until the other units arrive that are specifically designed to handle structure fires and carry enough personnel to provide a proper emergency response to a fire.

Origin	AVERAGE OF ALL 20 SAMPLE LOCATIONS			Location #1: 4799 Abberley Lane		Location #2: 300 Overhill Bend		Location #3: 240 Red Hawk Trail		Location #4: 505 Morton Mill Court	
	Time (min:sec)	Distance (miles)	Rank Based on Average Time	Time (min:sec)	Distance (miles)	Time (min:sec)	Distance (miles)	Time (min:sec)	Distance (miles)	Time (min:sec)	Distance (miles)
Station 61	9:20	4.0	4	8:46	3.6	11:28	4.8	10:00	4.1	7:46	2.9
Station 62	14:25	6.8	6	17:18	8.6	11:25	5.0	18:28	9.1	16:18	7.9
Station 63	11:54	5.1	5	9:58	3.7	13:56	6.2	11:25	4.3	12:02	5.5
Station 64	6:20	2.3	1	7:23	2.6	5:15	2.0	8:51	3.2	9:30	4.1
QRV (Site 1)	8:40	3.6	3	12:23	4.8	4:26	1.9	13:50	5.4	14:17	6.23
QRV (Site 2)	6:37	2.4	2	3:25	0.6	8:59	3.6	4:52	1.3	5:29	2.1
QRV (Site 3)	6:20	2.3	1	8:55	3.0	2:13	0.8	10:23	3.6	10:50	4.5

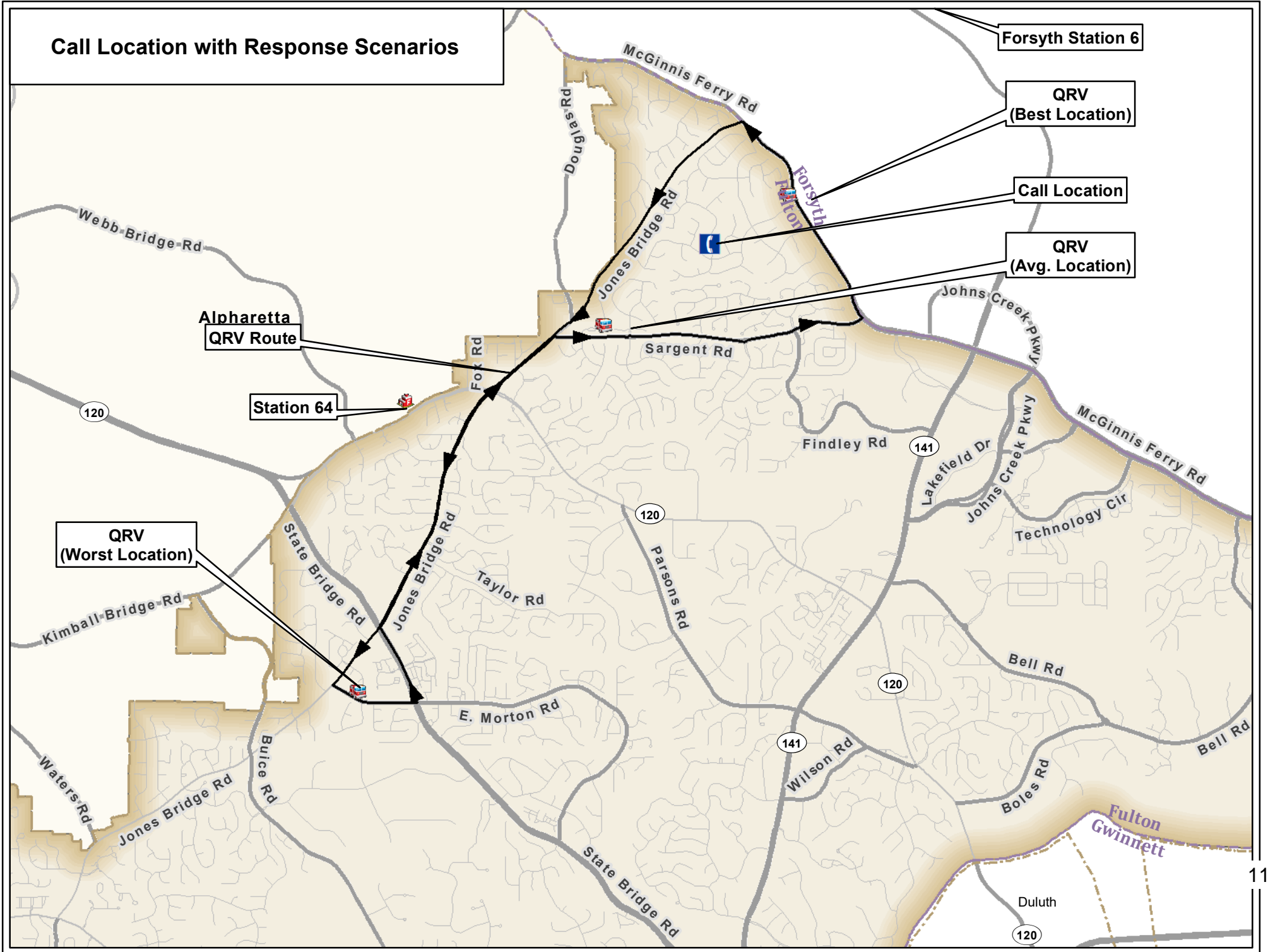
Origin	AVERAGE OF ALL 20 SAMPLE LOCATIONS			Location #5: 5060 N. Bridges Drive		Location #6: 130 Thatching Lane		Location #7: 610 Barsham Way		Location #8: 5665 Preserve Circle	
	Time (min:sec)	Distance (miles)	Rank Based on Average Time	Time (min:sec)	Distance (miles)	Time (min:sec)	Distance (miles)	Time (min:sec)	Distance (miles)	Time	Distance
Station 61	9:20	4.0	4	10:56	4.6	7:52	3.1	10:17	4.1	12:19	5.1
Station 62	14:25	6.8	6	15:29	7.2	11:44	5.9	10:09	4.2	12:10	5.2
Station 63	11:54	5.1	5	10:32	4.2	12:19	5.3	15:35	6.9	17:40	8.0
Station 64	6:20	2.3	1	4:36	1.5	3:21	1.0	6:54	2.6	9:01	3.8
QRV (Site 1)	8:40	3.6	3	9:36	3.64	8:10	3.05	3:10	1.1	2:45	0.8
QRV (Site 2)	6:37	2.4	2	5:35	1.6	7:22	2.7	10:38	4.3	12:44	5.5
QRV (Site 3)	6:20	2.3	1	6:08	1.9	4:43	1.3	3:52	1.5	6:36	2.8

Origin	AVERAGE OF ALL 20 SAMPLE LOCATIONS			Location #9: 320 Oxford Hall Drive		Location #10: 900 Snowberry Trail		Location #11: 5475 Hillgate Crossing		Location #12: 10284 Quadrant Court	
	Time (min:sec)	Distance (miles)	Rank Based on Average Time	Time	Distance	Time	Distance	Time	Distance	Time	Distance
Station 61	9:20	4.0	4	13:20	6.2	9:25	3.7	9:52	3.7	6:04	2.3
Station 62	14:25	6.8	6	13:16	6.0	13:17	6.5	12:29	5.4	14:36	7.3
Station 63	11:54	5.1	5	15:48	7.6	11:53	5.1	13:24	5.8	10:20	4.9
Station 64	6:20	2.3	1	7:08	3.4	3:12	0.9	4:43	1.6	7:35	3.5
QRV (Site 1)	8:40	3.6	3	3:49	1.51	6:40	2.63	5:31	2.27	12:35	5.69
QRV (Site 2)	6:37	2.4	2	10:52	5.0	6:56	2.6	8:28	3.2	3:47	1.5
QRV (Site 3)	6:20	2.3	1	5:47	2.8	3:12	0.9	1:41	0.4	9:08	3.9

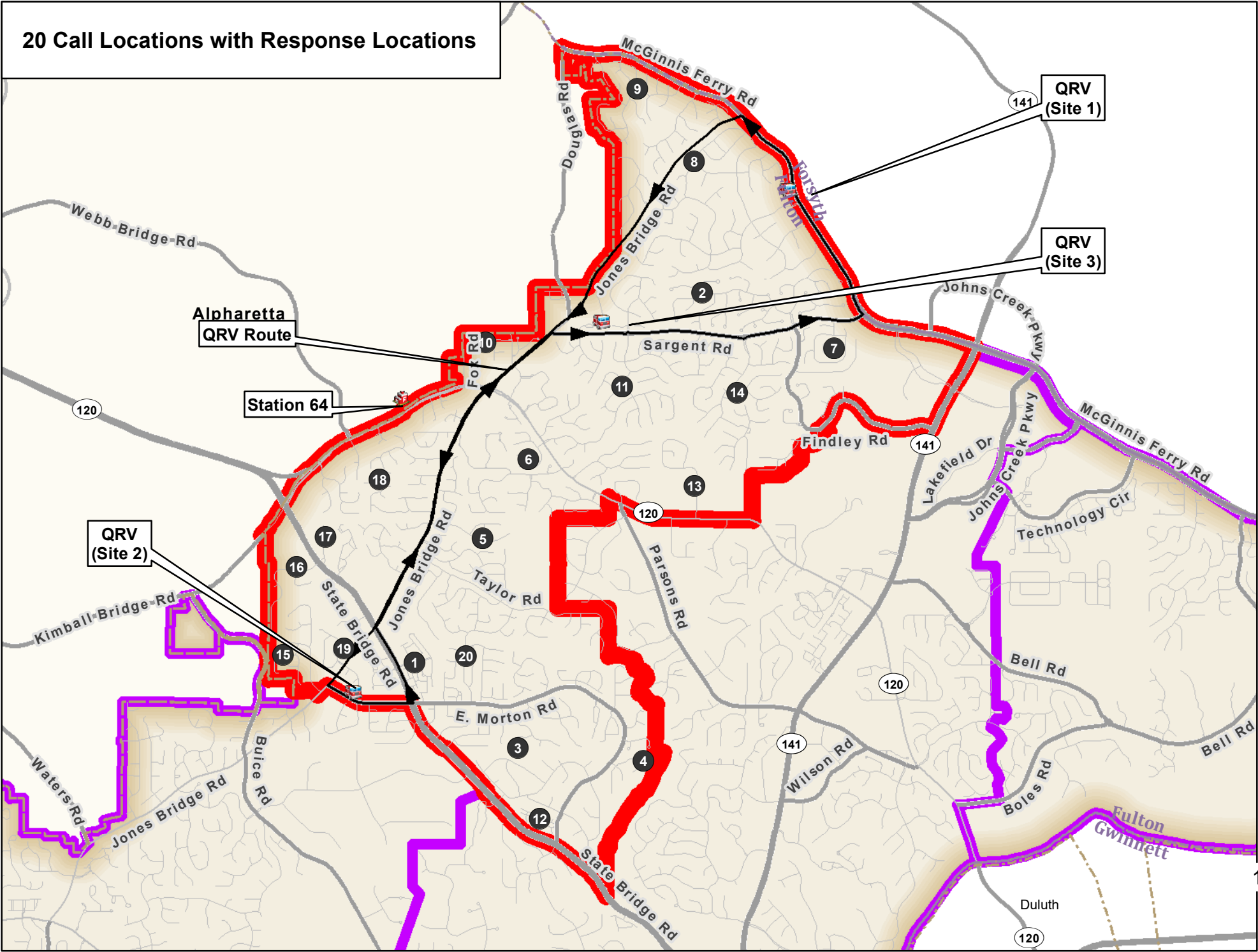
Origin	AVERAGE OF ALL 20 SAMPLE LOCATIONS			Location #13: 11170 Donnington Dr.		Location #14: 5790 Haterleigh Drive		Location #15: 265 Broken Lance Place		Location #16: 11180 Indian Village Dr	
	Time (min:sec)	Distance (miles)	Rank Based on Average Time	Time	Distance	Time	Distance	Time	Distance	Time	Distance
Station 61	9:20	4.0	4	6:35	2.8	11:22	4.8	10:59	4.6	9:23	4.2
Station 62	14:25	6.8	6	9:22	4.9	11:13	4.9	18:22	8.4	16:23	7.9
Station 63	11:54	5.1	5	13:14	6.2	14:32	6.6	8:15	3.3	8:59	3.8
Station 64	6:20	2.3	1	4:16	1.9	5:52	2.3	7:10	2.1	3:48	1.3
QRV (Site 1)	8:40	3.6	3	7:56	3.89	4:13	1.81	12:32	4.86	10:41	4.31
QRV (Site 2)	6:37	2.4	2	8:17	3.6	9:35	4.0	3:59	0.7	4:02	1.3
QRV (Site 3)	6:20	2.3	1	5:38	2.2	2:49	1.2	9:05	3.1	7:14	2.5

Origin	AVERAGE OF ALL 20 SAMPLE LOCATIONS			Location #17: 11235 Amy Frances Ln.		Location #18: 11396 Ridge Hill Dr.		Location #19: 31102 Harvest Ridge Ln #31		Location #20: 10805 Mortons Crossing	
	Time (min:sec)	Distance (miles)	Rank Based on Average Time	Time	Distance	Time	Distance	Time	Distance	Time	Distance
Station 61	9:20	4.0	4	9:10	4.3	11:49	4.3	8:57	4.0	9:14	3.7
Station 62	14:25	6.8	6	16:23	7.9	15:41	7.1	16:23	7.9	17:46	8.7
Station 63	11:54	5.1	5	8:46	3.9	11:53	4.7	7:01	3.1	10:40	3.9
Station 64	6:20	2.3	1	3:48	1.4	4:47	1.3	5:31	2.2	8:05	2.8
QRV (Site 1)	8:40	3.6	3	10:32	4.52	9:47	3.5	10:31	4.32	13:05	4.97
QRV (Site 2)	6:37	2.4	2	3:49	1.3	6:56	2.2	2:32	0.5	4:07	0.8
QRV (Site 3)	6:20	2.3	1	7:05	2.7	6:20	1.7	7:03	2.5	9:37	3.2

# Call Location with Response Scenarios

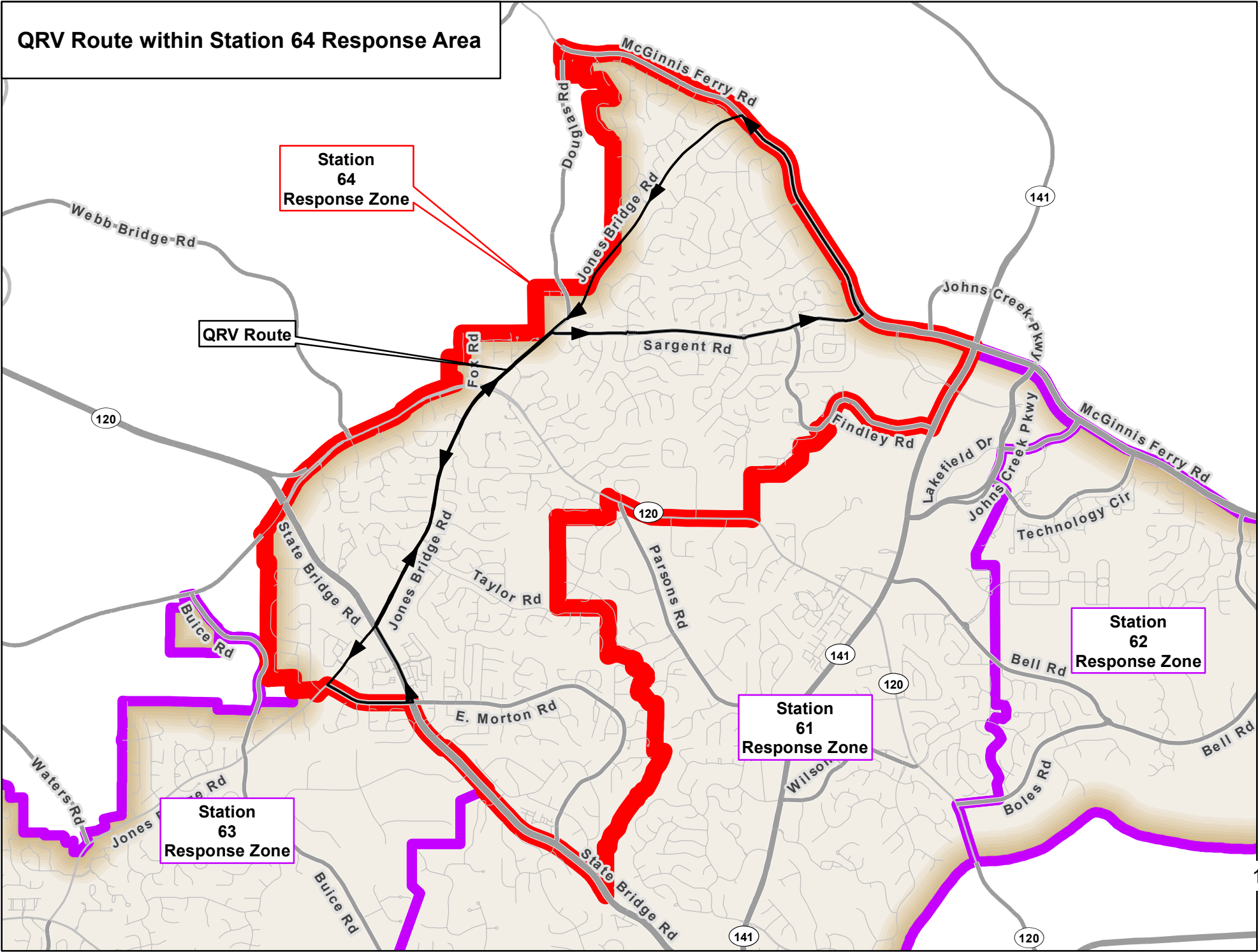


20 Call Locations with Response Locations





QVR Route within Station 64 Response Area



# Station 64 Response Area

Station  
64  
Response Zone

Area from Current  
Station 62  
Zone

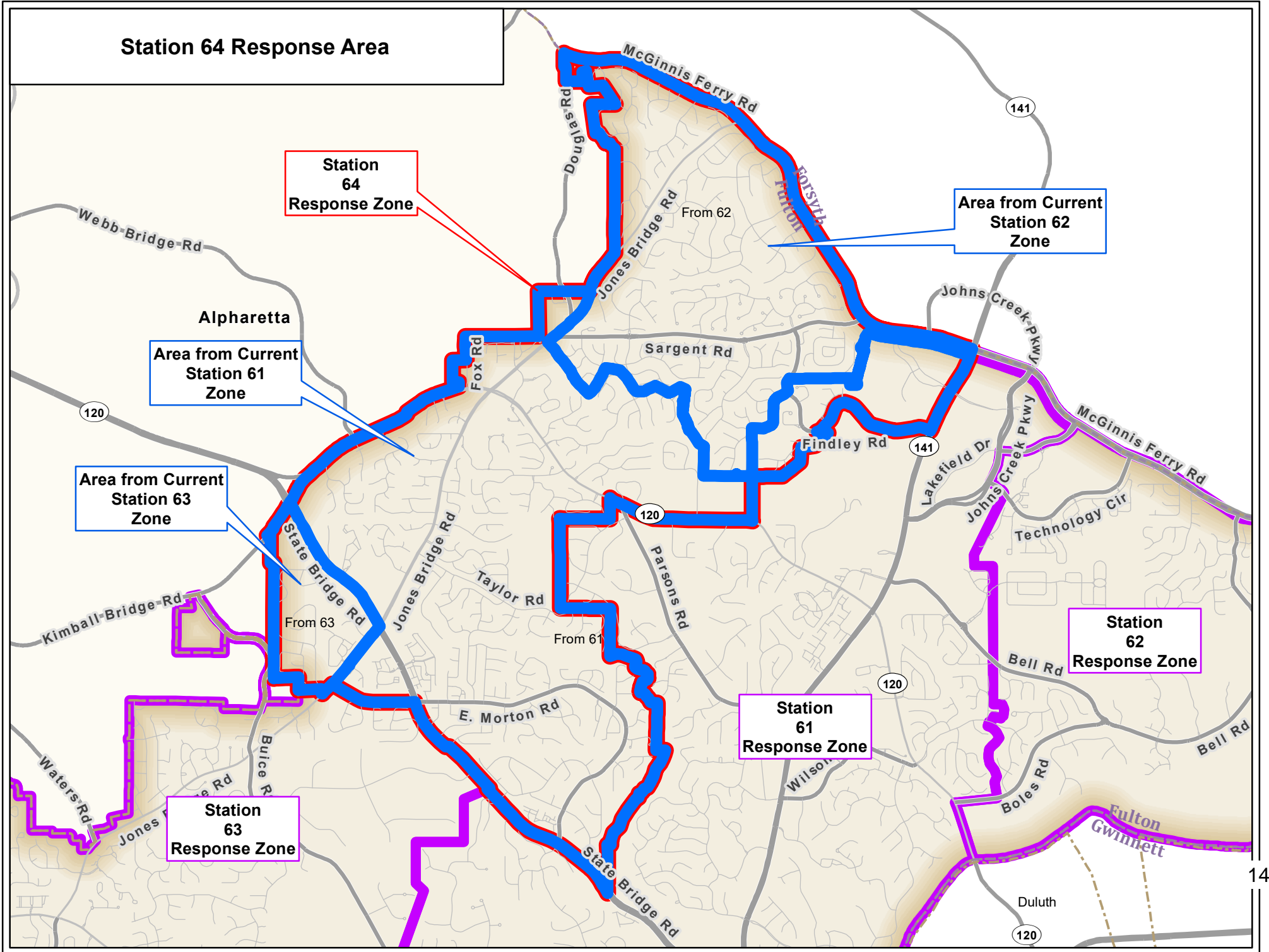
Alpharetta  
Area from Current  
Station 61  
Zone

Area from Current  
Station 63  
Zone

Station  
62  
Response Zone

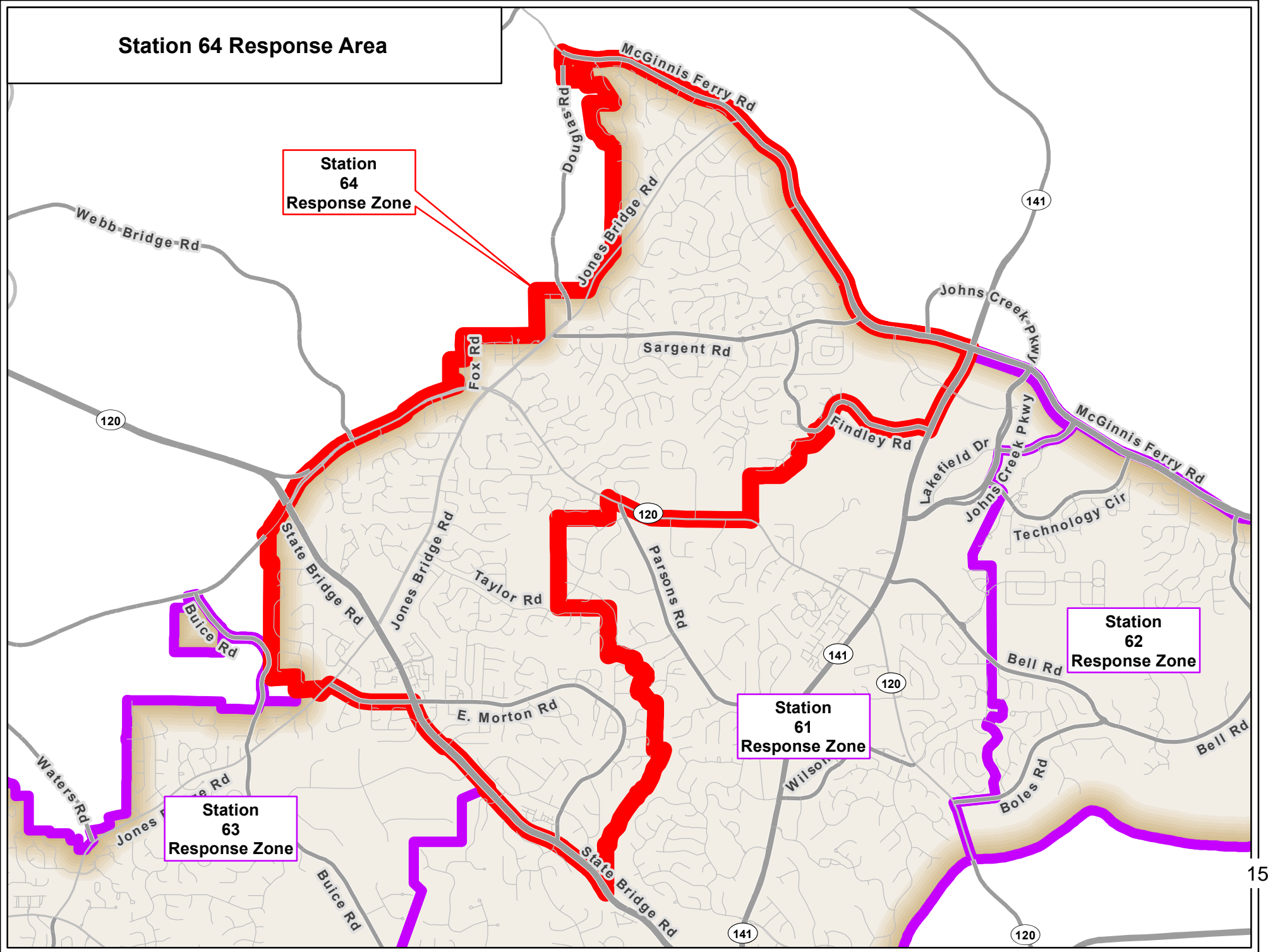
Station  
61  
Response Zone

Station  
63  
Response Zone



# Station 64 Response Area

Station  
64  
Response Zone



**ASSUMPTION:****1 QRV Unit****Peak Coverage (8 hours)****QVR Budget**

	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>	<u>Replacement</u>	<u>10 Year Cost</u>	<u>4th Fire Station (1</u>	<u>Variance</u>
Vehicle	1	\$ 190,000	\$ 190,000	Every 5 years	\$ 380,000		
Vehicle Equipment	1	\$ 130,000	\$ 130,000	Every 10 Years	\$ 130,000		
Vehicle Maintenance	1	\$ 18,000	\$ 18,000	Annually	\$ 180,000		
Firefighters (Salary and Benefits)	2	\$ 72,654	\$ 145,308	None	\$ 1,657,509		
Paramedic (Salary and Benefits)	2	\$ 75,154	\$ 150,308	None	\$ 1,707,509		
Firefighter Equipment	4	\$ 5,686	\$ 22,744	Ever 5 years	\$ 45,488		
<b>Total</b>			<b>\$ 656,360</b>		<b>\$ 4,100,505</b>	<b>\$ 4,000,000</b>	<b>(\$100,505)</b>

**ASSUMPTION:****1 QRV Unit****24/7 Coverage****QVR Budget**

	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>	<u>Replacement</u>	<u>10 Year Cost</u>	<u>4th Fire Station (1</u>	<u>Variance</u>
Vehicle	1	\$ 190,000	\$ 190,000	Every 3 years	\$ 570,000		
Vehicle Equipment	1	\$ 130,000	\$ 130,000	Every 10 Years	\$ 130,000		
Vehicle Maintenance	1	\$ 18,000	\$ 18,000	Annually	\$ 180,000		
Firefighters (Salary and Benefits)	6	\$ 72,654	\$ 435,924	None	\$ 4,972,526		
Paramedic (Salary and Benefits)	6	\$ 75,154	\$ 450,924	None	\$ 5,122,526		
Firefighter Equipment	12	\$ 5,686	\$ 68,232	Every 5 years	\$ 136,464		
<b>Total</b>			<b>\$ 1,293,080</b>		<b>\$ 11,111,515</b>	<b>\$ 4,000,000</b>	<b>(\$7,111,515)</b>

**ASSUMPTION:****2 QRV Units****Peak Coverage (8 hours) City-wide****QVR Budget**

	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>	<u>Replacement</u>	<u>10 Year Cost</u>	<u>4th Fire Station (1</u>	<u>Variance</u>
Vehicle	2	\$ 150,000	\$ 300,000	Every 5 years	\$ 600,000		
Vehicle Equipment	2	\$ 75,000	\$ 150,000	Every 10 Years	\$ 150,000		
Vehicle Maintenance	1	\$ 18,000	\$ 18,000	Annually	\$ 180,000		
Firefighters (Salary and Benefits)	4	\$ 72,654	\$ 290,616	None	\$ 3,315,017		
Paramedic (Salary and Benefits)	4	\$ 75,154	\$ 300,616	None	\$ 3,415,017		
Firefighter Equipment	8	\$ 5,686	\$ 45,488	Every 5 years	\$ 90,976		
<b>Total</b>			<b>\$ 1,104,720</b>		<b>\$ 7,751,010</b>	<b>\$ 4,000,000</b>	<b>(\$3,751,010)</b>

**ASSUMPTION:****2 QRV Units****24/7 Coverage****QVR Budget**

	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>	<u>Replacement</u>	<u>10 Year Cost</u>	<u>4th Fire Station (1</u>	<u>Variance</u>
Vehicle	2	\$ 150,000	\$ 300,000	Every 5 years	\$ 600,000		
Vehicle Equipment	2	\$ 75,000	\$ 150,000	Every 10 Years	\$ 150,000		
Vehicle Maintenance	1	\$ 18,000	\$ 36,000	Annually	\$ 360,000		
Firefighters (Salary and Benefits)	12	\$ 72,654	\$ 871,848	None	\$ 9,945,051		
Paramedic (Salary and Benefits)	12	\$ 75,154	\$ 901,848	None	\$ 10,245,051		
Firefighter Equipment	12	\$ 5,686	\$ 68,232	Every 5 years	\$ 136,464		
<b>Total</b>			<b>\$ 2,327,928</b>		<b>\$ 21,436,567</b>	<b>\$ 4,000,000</b>	<b>(\$17,436,567)</b>

**ASSUMPTION:****5 QRV Units****24/7 Coverage (4 minute response time)****QVR Budget**

	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>	<u>Replacement</u>	<u>10 Year Cost</u>	<u>4th Fire Station</u>	<u>Variance</u>
Vehicle	5	\$ 150,000	\$ 750,000	Every 3 years	\$ 2,250,000		
Vehicle Equipment	5	\$ 75,000	\$ 375,000	Every 10 Years	\$ 375,000		
Vehicle Maintenance	5	\$ 18,000	\$ 90,000	Annually	\$ 900,000		
Firefighters (Salary and Benefits)	25	\$ 72,654	\$ 1,816,350	None	\$ 20,718,857		
Paramedic (Salary and Benefits)	25	\$ 75,154	\$ 1,878,850	None	\$ 21,343,857		
Firefighter Equipment	50	\$ 5,686	\$ 284,300	Every 5 years	\$ 568,600		
<b>Total</b>			<b>\$ 5,194,500</b>		<b>\$ 46,156,314</b>	<b>\$ 4,000,000</b>	<b>(\$42,156,314)</b>

# AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Chris Haggard, Assistant Public Works Director

Date: October 8, 2018 – Future Agenda Item

Item: TSPLOST – Barnwell Road at Holcomb Bridge Road (PI#0013947) Authorization for Right of Way Phase and Approval of the Georgia Department of Transportation (GDOT) Right-of-Way Contract

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## Item Summary:

After meetings with adjacent neighborhoods and business then incorporating community feedback, staff requests authorization to advance the Barnwell Road at Holcomb Bridge Road Intersection Improvement project into the right of way phase. This project is partially funded with federal funds and GDOT has coordinated the use of federal funding, therefore this item includes the approval of a Right of Way Contract with GDOT for funding.

## Why are we Recommending?

Based on the design for the Barnwell Road at Holcomb Bridge Road project, nine (9) acquisitions will be necessary. In each case, only a portion or strip of land will be needed not the entire property.

## Background:

As part of the authorization of the engineering and design phase for this project, Council requested that staff work with the adjacent neighborhood, business, and greater community to gather feedback and refine the concept. Staff have met with impacted land owners within the area that support the intersection improvement: Larry Garrard (April 18 and May 31), Rivermont HOA (June 28), and Kroger (August 2).

Staff collaborated with GDOT to follow their Plan Development Process (PDP) in order to meet the requirements to use federal funds. These funds were applied for and received by the City to cover the right of way acquisition phase of the project. Since the PDP process has been followed since the beginning of the project the federal funds are easy to accept and will not slow the schedule.

## Financial Impact:

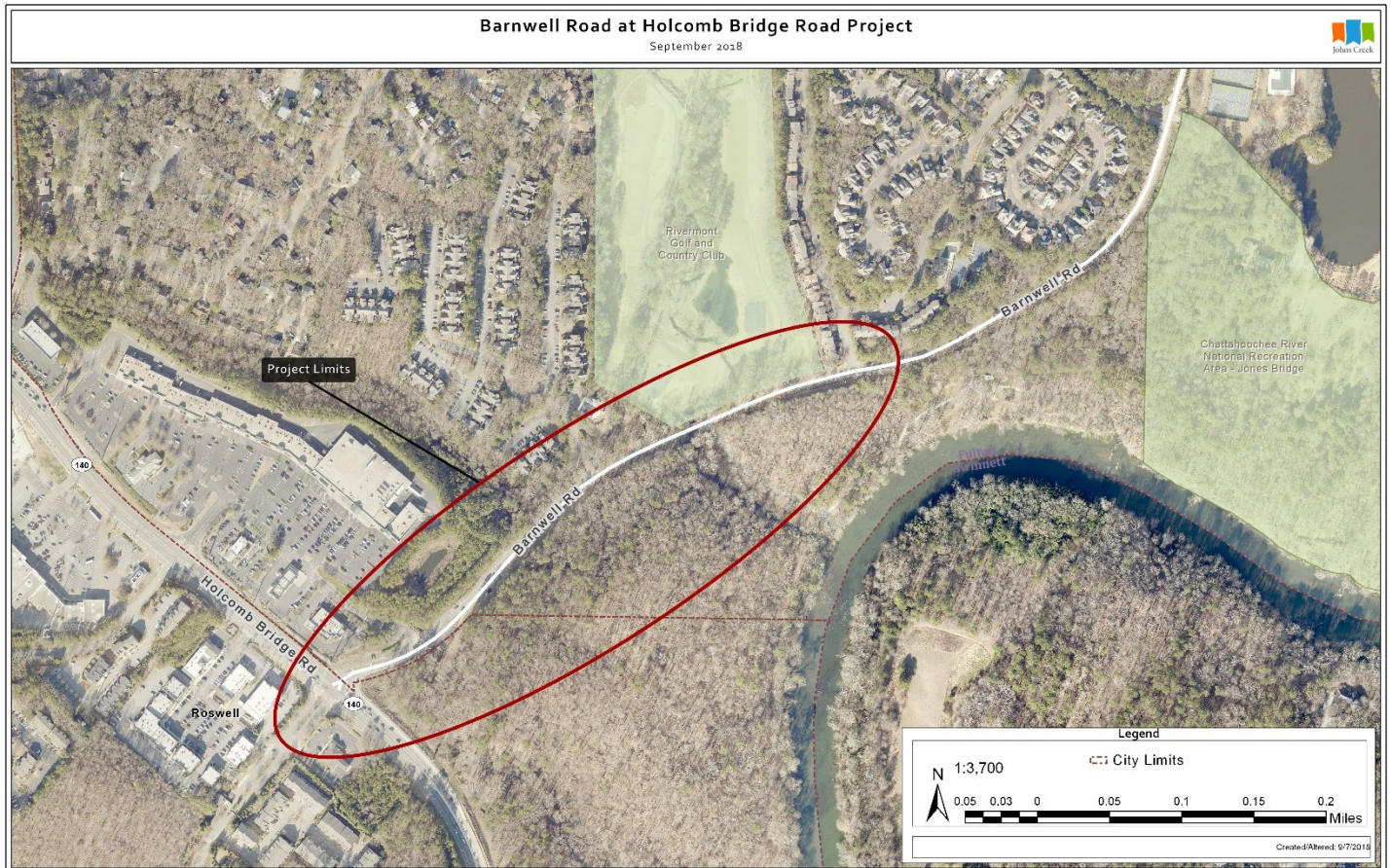
Staff is seeking approval to enter a contract with GDOT to purchase the needed right of way and easements for the Barnwell Road at Holcomb Bridge Road Intersection Improvement project PI# 0013947. The contract with GDOT is to reimburse up to \$1,600,000, the local portion of the funding is \$400,000. Professional services to purchase the right-of-way (appraisal, legal, R/W consultant fees) are the responsibility of the City and are estimated to be \$200,000. The sum of the reimbursable amount, the local portion, and the professional services total \$2,200,000. With this approval staff is requesting a budget amendment to add \$1,600,000 in federal funding. The \$600,000 TSPLOST funding was budgeted in FY2019 under project number TS0109.



Alternative Approaches: Choose not to proceed with this project  
Choose not to accept federal funds and proceed with TSPLOST funds only

Attachments: GDOT Right-of-Way Contract

Location Map:



Revised 4/06/09  
 Revised 10/07/09  
 Revised 10/03/16  
 Revised 5/22/2017  
 Revised 7/28/2017

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY  
 STATE-AID OR FEDERAL-AID PROJECT  
 Reimbursable**

**PROJECT: N/A**  
**LOCAL GOVERNMENT: City of Johns Creek**  
**STATE ROUTE: SR 140**  
**P.I. NO.: 0013947**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and **CITY OF JOHNS CREEK** (hereinafter called the **LOCAL GOVERNMENT**).

- ☒ **CFDA # 20.205 Highway Plan and Construction Cluster**  
☐ **CFDA # 20.219 Recreation Trails Program**

**WITNESSETH THAT:**

**WHEREAS**, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located on **ELLARD DR/BARNWELL RD FROM S OF SR 140 TO S OF NIBLICK DR**, with the cost of the right of way being distributed between the **LOCAL GOVERNMENT** and the **DEPARTMENT** as hereinafter specified; and

**WHEREAS**, rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed; and

**WHEREAS**, rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way; and

**WHEREAS**, rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name; and



**WHEREAS**, rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name; and

**WHEREAS**, the **DEPARTMENT** is authorized to enter into this contract with the **LOCAL GOVERNMENT** by virtue of Section 32-2-2(a) of the Official Code of Georgia Annotated; and

**WHEREAS**, the **LOCAL GOVERNMENT** is authorized to enter into this contract by virtue of Sections 32-3-3(e), 32-4-41(6), 32-4-42, 32-4-61 and 32-5-25 of the Official Code of Georgia Annotated and by a certain resolution of the City Council, adopted the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, said rights of way are to be acquired by **LOCAL GOVERNMENT** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for State or Federal participation.

**NOW, THEREFORE**, in consideration of Ten (\$10.00) Dollars in hand paid to the **LOCAL GOVERNMENT**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **LOCAL GOVERNMENT** agree as follows:

### **ITEM I**

The **DEPARTMENT** agrees to reimburse the **LOCAL GOVERNMENT** **Not to Exceed One Million Six Hundred Thousand DOLLARS and no CENTS (\$1,600,000.00)** for eligible reimbursable right of way costs. Reimbursable right of way costs include land and improvement costs and other costs as specified in 23 CFR 710.203(b)

Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed. Rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name.

Reimbursement of acquisition costs will be eligible after completion of the following: all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the project. Further, before any reimbursement of costs occurs, the **LOCAL GOVERNMENT** shall certify in writing to the **DEPARTMENT** that title to all parcels has been acquired and that all property management, all

demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

Each valuation and damage expert utilized on this project must be selected from the **DEPARTMENT's** "Approved Appraiser List". The **DEPARTMENT** shall review and approve each selection prior to the **LOCAL GOVERNMENT** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

Except as specified in **ITEM V** of this contract, all counter offers, administrative settlements and legal settlements authority above the fair market value must be reviewed and approved by the **DEPARTMENT** if the **LOCAL GOVERNMENT** desires that the **DEPARTMENT** participate in any increased settlement agreement above the fair market value. It is understood and agreed that the **DEPARTMENT** may participate in a court directed award above the fair market value subject to the availability of funds identified for the project. The **DEPARTMENT** will not be required to participate in any such award increase that is not supported by a court order. It is further agreed between the parties that the **DEPARTMENT** shall be the final arbiter of whether an increase in an award or expense will be reimbursable to the **LOCAL GOVERNMENT**.

## **ITEM II**

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the current, approved deed or easement document reflects the latest revised or current required right of way description and/or easement(s) description.

The **LOCAL GOVERNMENT** will provide its own all legal counsel associated with acquiring properties by deed.

The **LOCAL GOVERNMENT**, or its designated representative, will prepare all Condemnation Petitions in the name of the **LOCAL GOVERNMENT** and will provide all legal counsel and/or litigation associated with acquiring properties through condemnation.

After receipt of the approved and accepted certification from the **LOCAL GOVERNMENT** to the **DEPARTMENT** and where after all acquired parcels on designated state or federal routes, whether by deed or by condemnation, have been executed, quitclaimed, transferred in name from the **LOCAL GOVERNMENT** and recorded in the name of the **DEPARTMENT**, the **DEPARTMENT** will reimburse the **LOCAL GOVERNMENT** pursuant to **ITEM III** herein.

## **ITEM III**

As set forth in **ITEM I** above, the **DEPARTMENT** will reimburse "Not to Exceed" **One Million Six Hundred Thousand DOLLARS and no CENTS (\$1,600,000.00)** of eligible right of way costs. The procedure for reimbursement is as follows:



All files and reimbursement requests shall be directed to the District Local Government Right of Way Coordinator (DLGC) in the **Chamblee District Office**. All reimbursement matters shall first be reviewed at the District Level in accordance with current guidelines and policies. Reimbursement to **LOCAL GOVERNMENT** will be issued from the **General Office in Atlanta** following receipt of all approved documents and the accepted and approved **LOCAL GOVERNMENT** certification.

**Three (3) copies of the following items shall be included for each parcel and activity cost to be reimbursed:**

- 1) Reimbursement of eligible costs associated with properties acquired by deed or easement:
  - a) Recorded Deed or Easement;
  - b) Copy of Completed Negotiation Record;
  - c) Copy of the Approved Option;
  - d) Executed Closing Statement; and
  - e) Copy of approved Review Appraisers Report (Form 532).
- 2) Reimbursement of eligible costs associated with properties acquired through condemnation:
  - a) Copy of the filed, recorded Condemnation Petition with identified docket number;
  - b) Copy of receipt for monies deposited into court; and
  - c) Copy of Quitclaim Deed from LOCAL GOVERNMENT to DEPARTMENT for on-system only.
- 3) Reimbursement of eligible property management costs:
  - a) Copy of verifiable and detailed invoice from the contractor and receipt for payment from the LOCAL GOVERNMENT and any fee contractors employed by the LOCAL GOVERNMENT for Property Management activities.
- 4) Reimbursement of eligible relocation costs:
  - a) Copy of Relocation Payment Checks;
  - b) Copy of Executed Relocation Claim Forms; and
  - c) Copy of the Approval Authorization of Payment Amount
- 5) Reimbursement for any other cost(s) not specifically listed above must include an invoice and any other supporting documentation as may be requested by the DEPARTMENT.

Any deviation from or change in the above described procedure must be approved by the State Right of Way Administrator in the Atlanta General Office.

#### ITEM IV

The **LOCAL GOVERNMENT** will ensure that the demolition and removal in their entirety of all buildings, walls, fences, gates, underground storage tanks, other hazardous materials, signs, or any other improvements and structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area, whether surface or subsurface shall be conducted in accordance with and pursuant to any and all pertinent state and federal laws, regulations and procedures, including but not limited to all current laws, regulations and procedures of the U.S. Environmental Protection Agency and the Georgia Environmental Protection Division.

Any demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**. The **DEPARTMENT** will not remove any improvements or structures as clearing and grubbing items.

Any and all contaminated properties will require the **DEPARTMENT's** approval before being acquired by the **LOCAL GOVERNMENT**.

#### ITEM V

The **LOCAL GOVERNMENT** has the authority to approve a counter offer or an administrative settlement up to \$20,000 or 10% above the approved Fair Market Value. On legal settlement authority for condemned parcels, the **LOCAL GOVERNMENT** authority level is 20% or \$20,000, whichever is greater. All other counter offers, administrative settlements and legal settlement authority on condemned parcels must be reviewed and approved by the **DEPARTMENT**, if the **DEPARTMENT** is to participate in any increased cost. Any modification whatsoever or any special provision included as an agreement to any document must first be approved and appropriately accepted by the **DEPARTMENT**. The DLGC in the **Chamblee District Office** will function as the **LOCAL GOVERNMENT** liaison with the **DEPARTMENT**. All counter offers, check requests, and any matters to be considered for agreement will be submitted through the DLGC.

Once a determination has been made by the General Office, the DLGC will notify the **LOCAL GOVERNMENT**, in writing, of either approval or rejection of the submitted proposal.

The **DEPARTMENT** will not participate in any portion of a counter proposal which is closed prior to **DEPARTMENT** review, approval and acceptance.

#### ITEM VI

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **LOCAL GOVERNMENT** agrees not to use convict labor in any way on the project.



## ITEM VII

Once the environmental clearance is obtained and the right of way plans are approved, but prior to right of way authorization, the **LOCAL GOVERNMENT** can begin pre-acquisition activities at its own risk. However, acquisition activities including the making of offers cannot be made until the following has been completed: an acceptable project cost estimate has been submitted, reviewed and approved; right of way funds have been authorized in accordance with 23 CFR Part 710; and, the **DEPARTMENT** has issued a Notice to Proceed to the **LOCAL GOVERNMENT** for any eligible, reimbursable right of way acquisition activities.

The **LOCAL GOVERNMENT** agrees to defend itself from and against any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of Rights of Way by deed or condemnation.

## ITEM VIII

The **LOCAL GOVERNMENT** will, as required by law, proceed within fifteen (15) days after being notified by the **DEPARTMENT** to acquire the rights of way for said project free of all encumbrances by gift, deed, easements or condemnation in accordance with the approved plans.

## ITEM IX

The **LOCAL GOVERNMENT** will, in the right of way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the **DEPARTMENT** for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **LOCAL GOVERNMENT** will, in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached hereto. During the performance of this Contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A", attached hereto.

The **LOCAL GOVERNMENT** shall also comply with all provisions as set forth in ADDENDUM 1, GDOT TITLE VI Assurances as attached hereto, inclusive of APPENDIX A, APPENDIX B and APPENDIX C of attached ADDENDUM 1.

### **ITEM X**

Where determined to be desirable, **LOCAL GOVERNMENT** will provide rodent control measures as required by the U. S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by state and local laws and regulations governing rodent control.

### **ITEM XI**

This Agreement sets forth the entire understanding between the Parties relating to the subject contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. It is understood that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless evidenced by an amendment to this Agreement signed by both the DEPARTMENT and the **LOCAL GOVERNMENT**.

### **ITEM XII**

The **CITY** shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs associated with this Agreement and used in support of its activities and shall make such material available at all reasonable times during the period of this Agreement, and for three years from the date of final payment under this Agreement, for inspection by the GDOT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The **CITY** shall comply with federal administrative procedures in accordance with the requirements of the Uniform Grant Guidance, 2 CFR Part 200, as well as related federal and state regulations and instructions. The **CITY** will ensure that appropriate corrective action is taken within three months after receipt of any audit for all instances of noncompliance

### **ITEM XIII**

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 2021.**
3. 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.
4. 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.

5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

**{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}**



**IN WITNESS WHEREOF**, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the **LOCAL GOVERNMENT City Council**.

Executed on Behalf of the  
**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

this \_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_.

**By:**

\_\_\_\_\_  
COMMISSIONER

ATTEST:

\_\_\_\_\_  
TREASURER

Executed on Behalf of the City of

\_\_\_\_\_  
this \_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
MAYOR

This Contract approved by the  
\_\_\_\_\_  
City Council at  
a meeting held this the

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
CLERK OF THE CITY

Witness for City of \_\_\_\_\_:

\_\_\_\_\_



**RESOLUTION OF THE LOCAL GOVERNMENT**

**STATE OF GEORGIA**

**CITY OF JOHNS CREEK LOCAL GOVERNMENT**

**BE IT RESOLVED** by the City of Johns Creek **LOCAL GOVERNMENT** City Council and it is hereby resolved, that the foregoing attached Agreement, relative to P.I. 0013947, located in the City of Johns Creek **LOCAL GOVERNMENT** be entered into by the **LOCAL GOVERNMENT** City Council, and that \_\_\_\_\_ as Mayor, and \_\_\_\_\_ as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said City Council.

**PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
CLERK

BY: \_\_\_\_\_

**STATE OF GEORGIA**  
**FULTON COUNTY**

I, \_\_\_\_\_ as Clerk of the Johns Creek City Council do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council

Witness by hand and official signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_  
CLERK

## ATTACHMENT NO. 1

### MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation for on system projects. On systems projects are those on designated state or federal routes. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to full just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
  - A) A General Certified Appraiser and other valuation or damage experts, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
  - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
  - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
  - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
  - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice or two (2) months written notice from the time of the closing or condemnation.
3. The Department will furnish copies of letters, settlement and disbursements statements and such other forms, as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.
5. The LOCAL GOVERNMENT will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.

6. Any consultant contracted for negotiation services for the acquisition of right of way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Broker's License in accordance with OCGA Title 43 Chapter 40 unless identified as an exception under Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.



## **APPENDIX "A"**

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes 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.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the 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.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds or race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor 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 or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor 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.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor'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:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
  2. Cancellations, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## ADDENDUM 1

### GDOT Title VI Assurances

The Georgia Department of Transportation (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to 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- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 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 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."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.



6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

8-7-15

Date  
(Recipient)

by   
(Signature of Authorized Official)

Attachments: Appendices A, B and C.

## **APPENDIX A (of ADDENDUM 1)**

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text except the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

### **1. Compliance with Regulations**

The Contractor 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 Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Contractor 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 Contractor 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 Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

### **4. Information and Reports**

The Contractor 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 Georgia 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Georgia 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 Contractor's noncompliance with the nondiscrimination provisions of this contract, the Georgia 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 Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the Georgia 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 a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the Georgia Department of Transportation and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



## APPENDIX B (of ADDENDUM 1)

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

### Granting Clause

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Georgia Department of Transportation will accept Title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to 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 (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Georgia Department of Transportation all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

### Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto Georgia Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Georgia Department of Transportation, its successors and assigns.

The Georgia Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] (and)\* (2) that the Georgia Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to 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 - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

<sup>1</sup> Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C (of ADDENDUM 1)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Georgia Department of Transportation pursuant to the provisions of Assurance 7

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 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 - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

*[Include in licenses, leases, permits etc.]\**

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

*[Include in deed.]\**

That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Georgia Department of Transportation pursuant to the provisions of Assurance 7(a) and (b).

The LESSEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 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- Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.



*[Include in licenses, leases, permits, etc.]\**

That in the event of breach of any of the above nondiscrimination covenants, The STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds]\**

That in the event of breach of any of the above nondiscrimination covenants, The STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

---

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## ATTACHMENT NO. 2

2 CFR Part 200

**Federal Award Identification**

1. Subrecipient name Johns Creek
2. Subrecipient DUNS Number 801181079
3. Federal Award Identification Number 13-Z230-0013947
4. Federal Award Date \_\_\_\_\_
5. Subaward Period of Performance Start and End Date \_\_\_\_\_
6. Amount of Federal Funds Obligated by this action \$1,600,000.00
7. Total Amount of Federal Funds obligated to the subrecipient \$1,600,000.00
8. Total Amount of the Federal Award \$1,600,000.00
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ELLARD DR/BARNWELL RD FROM S OF SR 140 TO S OF NIBLICK DR
10. Name of Federal awarding agency, pass-through entity, and contact information forwarding official FHWA
11. CFDA Number and Name CFDA: 20.205
12. Identification of whether the award is R&D N/A
13. Indirect cost rate for Federal award N/A



### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: \_\_\_\_\_

Name of Contracting Entity: \_\_\_\_\_

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, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent  
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement 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. 99-603



# AGENDA REPORT

**To:** Honorable Mayor and City Council Members

**From:** Warren Hutmacher, City Manager

**By:** Lynette Baker, Director of Public Works

**Date:** October 8, 2018

**Agenda:** Ratification of Right-of-Way/Easement Dedications

---

## Background:

The ratification of plats by City Council is required to legally recognize the dedications and inclusion of public infrastructure such as right-of-way and easements in developments. For example, internal public streets, deceleration lanes and other public improvements installed by developers or as part of a road project are ultimately conveyed to the city. The City Council has been ratifying final plats and dedications on an annual basis. City Council ratification of final plats and dedications is perfunctory as such documents are merely a record of actual compliance with City Code and/or previously approved zoning conditions.

Chapter 113 Section 51 of the development regulations pertains to the dedication of public lands and facilities. The section reads as follows:

No land dedicated as a public street or other public purpose shall be opened or accepted as a public street or for any other public purpose, and no subdivision of land shall be made, nor subdivision plat, nor part thereof, shall be recorded before obtaining final approval from the city community development department. Said approval shall be entered in writing on the final plat by the director. The director is hereby authorized to accept such dedications of lands and public facilities on behalf of the city and to cause such dedications to be recorded by the clerk of the county superior court, subject to ratification by the city council.

## Recommendation:

Ratification of the following right-of-way dedications for new developments:

1. RWD # 2017-01 – Sojourn Johns Creek (7,088 SF R/W – Bell Rd) – LDP-2017-1047
2. RWD # 2018-01 – Ivy Falls (1,435 SF drainage easement – Medlock Bridge Rd) – SUP-16-001
3. RWD # 2018-02 – Sherwin Williams (2,135 SF sidewalk easement – Jones Bridge Rd) – LDP-17-635
4. RWD # 2018-03 – Bell Road Connector (1.981 acres R/W– Bell Rd Connector) – LDP-2016-01

Ratification of the following right-of-way/easements for the following capital projects:

5. State Bridge Rd at Parkway Baptist Traffic signal (6,092.34 SF R/W & 8,381.89 SF of permanent easement)

Basis for Recommendation: Ratification of Public Works and Community Development Director Approval

Financial Impact: N/A

Alternative Approaches: N/A

Concurrent Review: Public Works, Community Development, Legal

Attachment(s): Plats

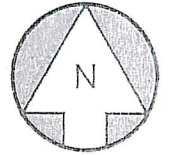


# LEGEND

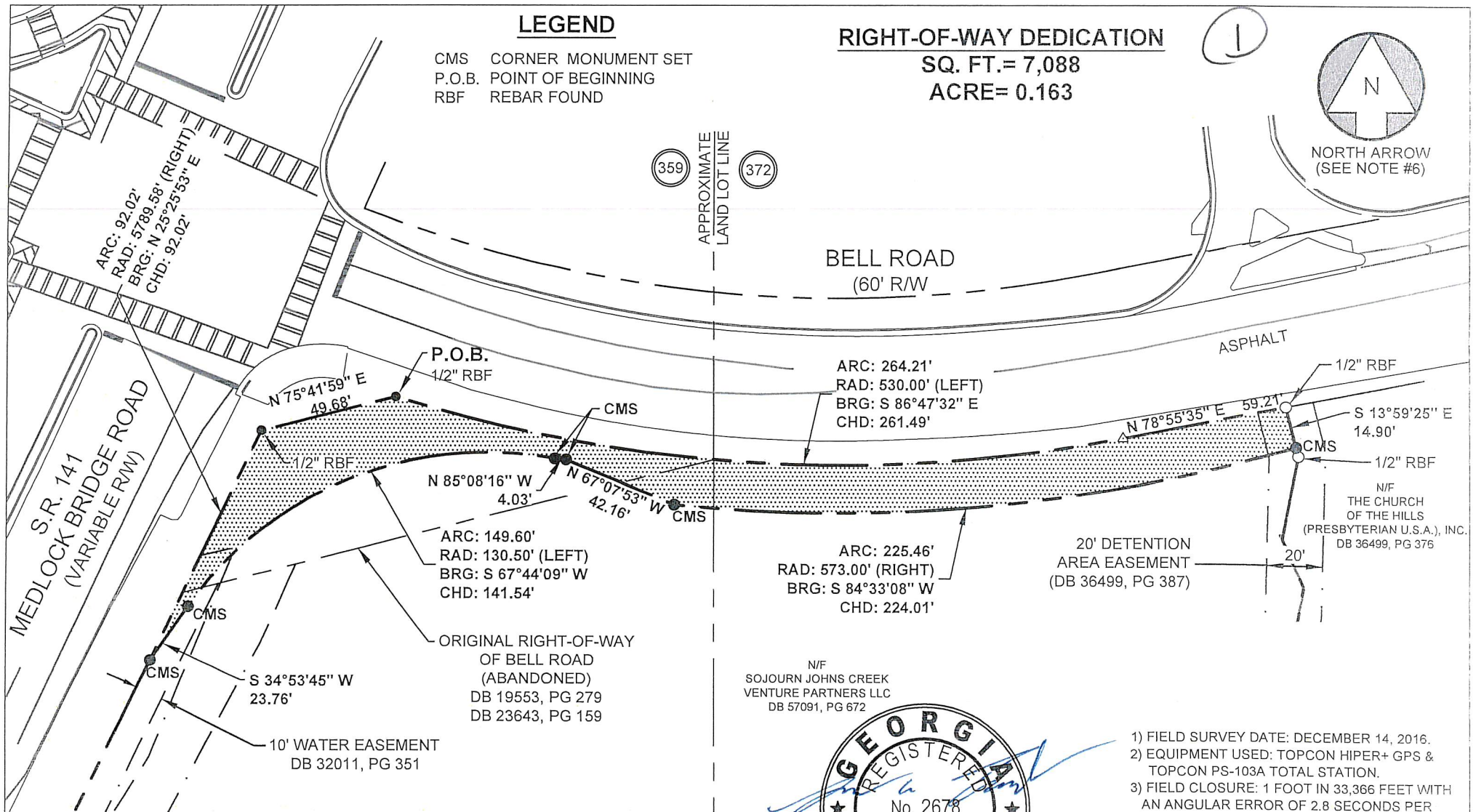
CMS CORNER MONUMENT SET  
P.O.B. POINT OF BEGINNING  
RBF REBAR FOUND

# RIGHT-OF-WAY DEDICATION

SQ. FT.= 7,088  
ACRE= 0.163



NORTH ARROW  
(SEE NOTE #6)



## SURVEYOR'S CERTIFICATION

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.



AS SURVEYOR FOR LECRAW ENGINEERING, INC.

- 1) FIELD SURVEY DATE: DECEMBER 14, 2016.
- 2) EQUIPMENT USED: TOPCON HIPER+ GPS & TOPCON PS-103A TOTAL STATION.
- 3) FIELD CLOSURE: 1 FOOT IN 33,366 FEET WITH AN ANGULAR ERROR OF 2.8 SECONDS PER ANGLE POINT.
- 4) ADJUSTMENT: LEAST SQUARES METHOD.
- 5) PLAT CLOSURE: 1 FOOT IN 80,605 FEET.
- 6) BEARING BASIS: GRID NORTH, NAD '83, GEORGIA COORDINATE SYSTEM OF 1985, WEST ZONE.
- 7) ALL CORNER MONUMENTS SET ARE 1/2-INCH REBAR WITH YELLOW PLASTIC CAP INSCRIBED "LECRAW LSF 1160" UNLESS OTHERWISE NOTED.
- 8) NO UNDERGROUND UTILITIES ARE SHOWN. THE GEORGIA ONE CALL SYSTEM SHOULD BE CALLED PRIOR TO THE COMMENCEMENT OF ANY EARTH DISTURBING ACTIVITIES.
- 9) NOT ALL IMPROVEMENTS ARE SHOWN.

GRAPHIC SCALE IN FEET

0' 25' 50' 100'



1" = 50'

**LECRAW**  
ENGINEERING

3475 CORPORATE WAY - SUITE A  
DULUTH, GA 30096  
PHONE - 678.546.8100 FAX - 770.441.0298  
LSF 001160

RIGHT-OF WAY DEDICATION PLAT  
LOCATED IN LAND LOT 359 & 372 - 1ST DISTRICT  
FULTON COUNTY, GEORGIA

JOB NUMBER: 087003

DATE: 12/01/2017

SCALE: 1" = 50'

DRAWN BY: AU

DESIGNED BY: WC

CHECKED BY: JAC

CLIENT:

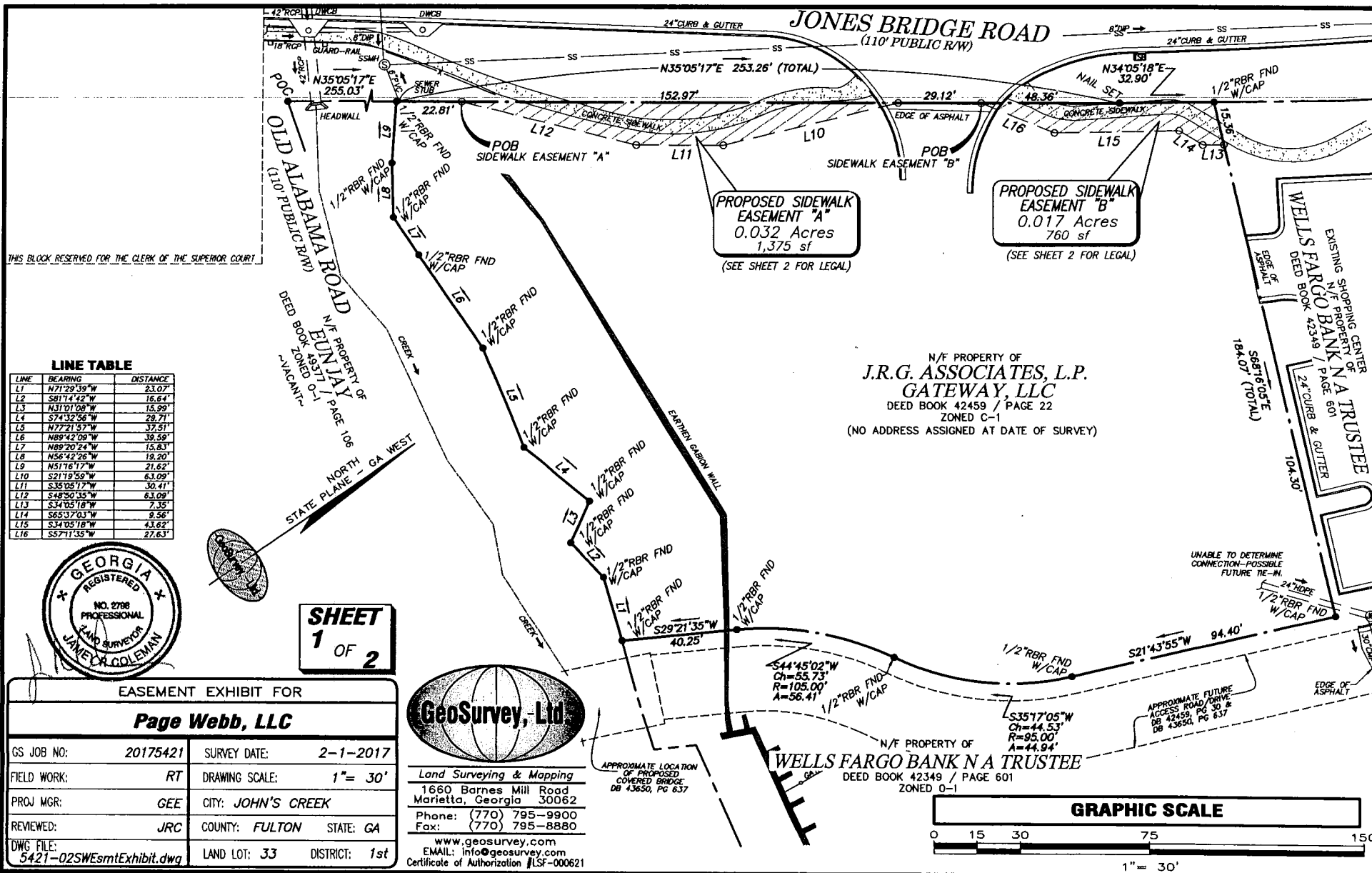
SOJOURN JOHNS CREEK  
VENTURE PARTNERS, LLC  
2000 RIVEREDGE PARKWAY, SUITE 450  
ATLANTA, GEORGIA 30328

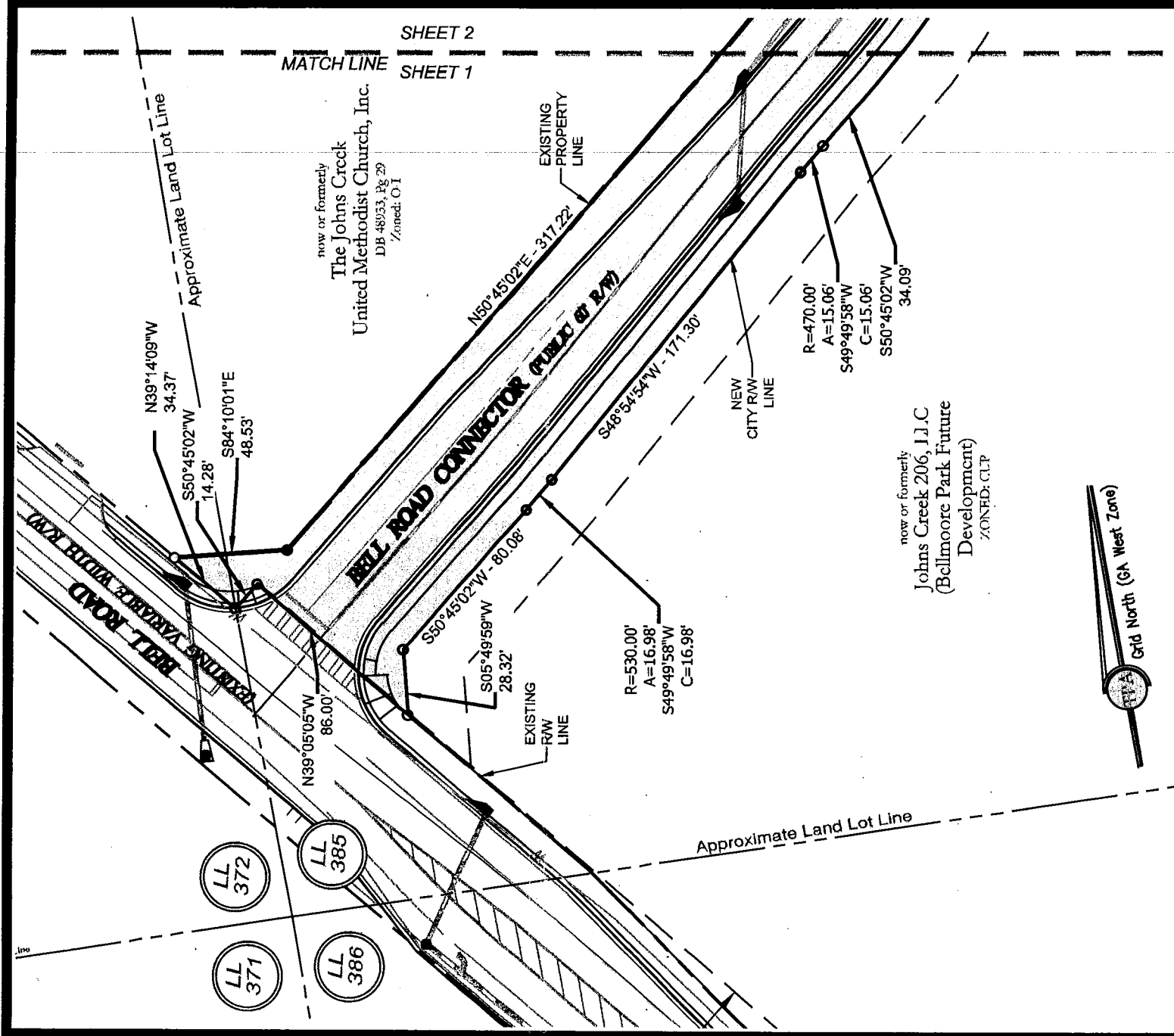




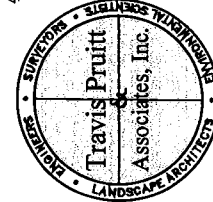
3

Exhibit "A"





4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770)416-7511  
Fax: (770)416-6759  
www.travispruitt.com



Certificate of  
Authorization Number 613

RIGHT-OF-WAY EXHIBIT

## BELL ROAD CONNECTOR

LAND LOTS 372 & 385 - 1ST DISTRICT, 1ST SECTION  
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA



PLAT DATE: 4-10-18

FIELD DATE: 10-27-17

SCALE: 1"=80'

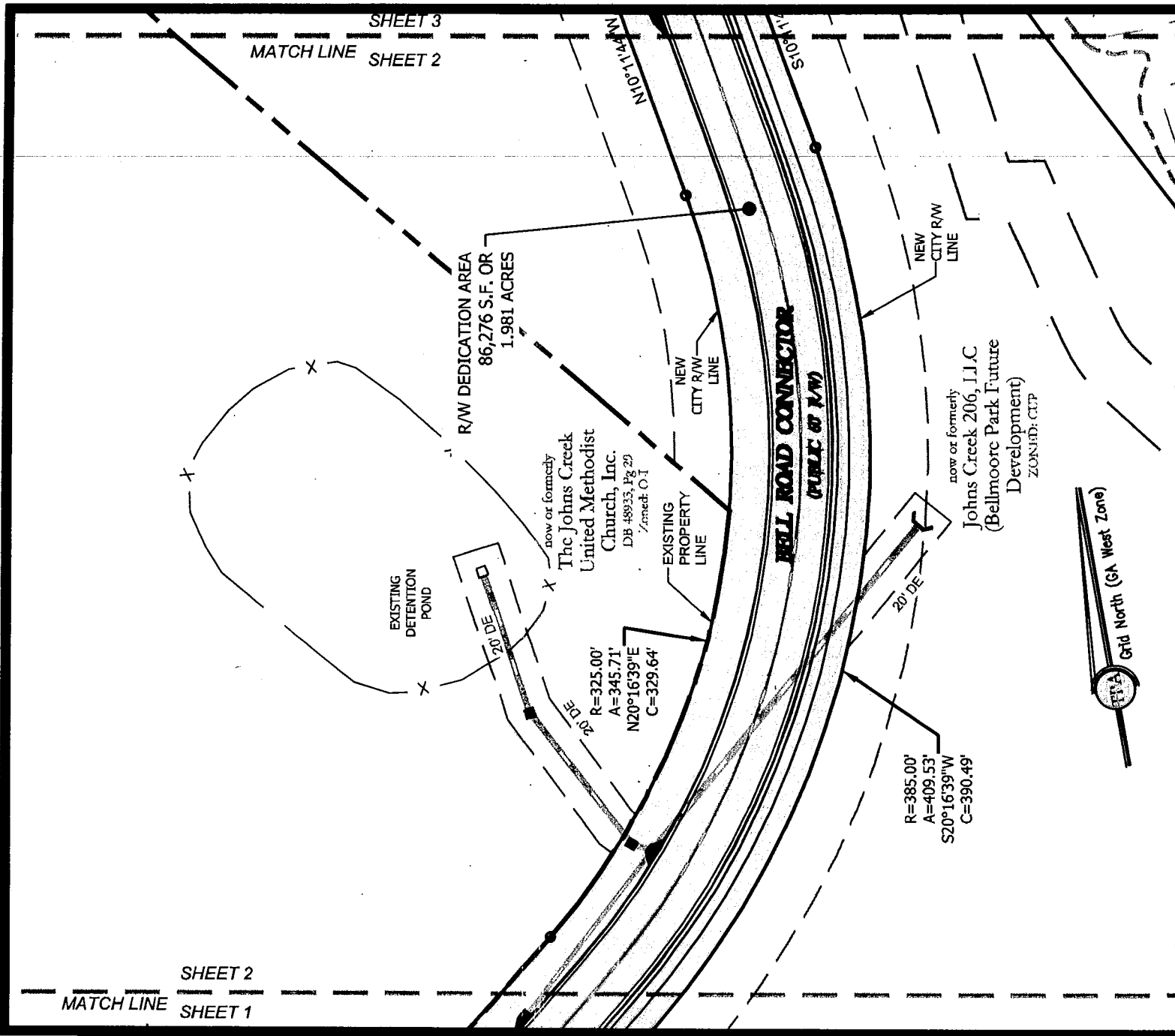
AN: 150333

FN: 101-A-2113

DRAWN BY: BMD

Sheet No. 1 of 4

4



PLAT DATE: 4-10-18
FIELD DATE: 10-27-17
SCALE: 1"=80'
LN: 150333
PN: 101-A-2113
DRAWN BY: BMD
Sheet No. 2 of 4

**RIGHT-OF-WAY EXHIBIT**

## BELL ROAD CONNECTOR

LAND LOTS 372 & 385 - 1ST DISTRICT, 1ST SECTION  
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

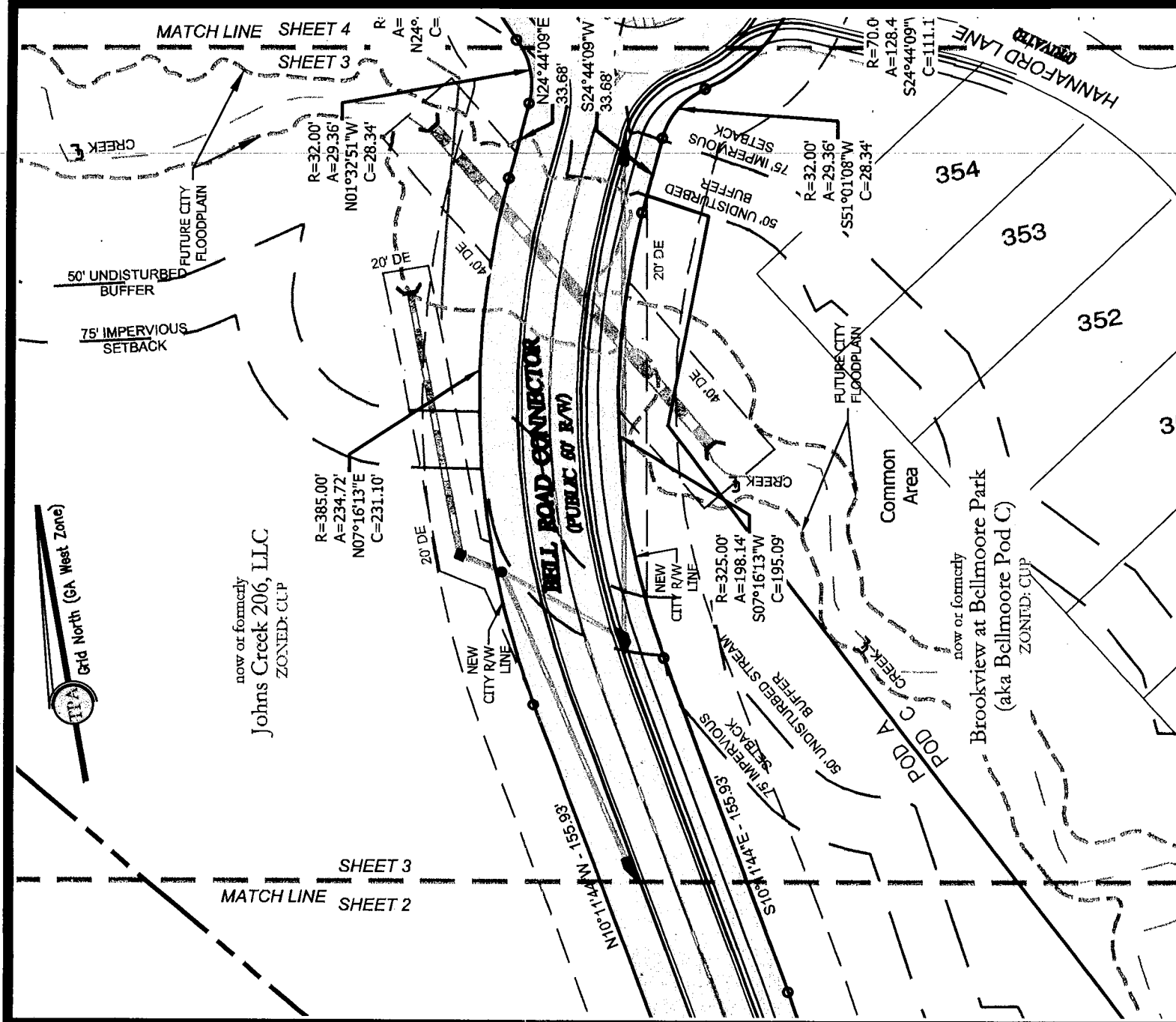
GRAPHIC SCALE - 1"=80' - 180 FEET

4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770)416-7511  
Fax: (770)416-6759  
www.travispruitt.com

**Travis Pruitt Associates, Inc.**  
LANDSCAPE ARCHITECTS

Certificate of Authorization Number 613





**RIGHT-OF-WAY EXHIBIT**

**BELL ROAD CONNECTOR**

LAND LOTS 372 & 385 - 1ST DISTRICT, 1ST SECTION  
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

4317 Park Drive, Suite 400  
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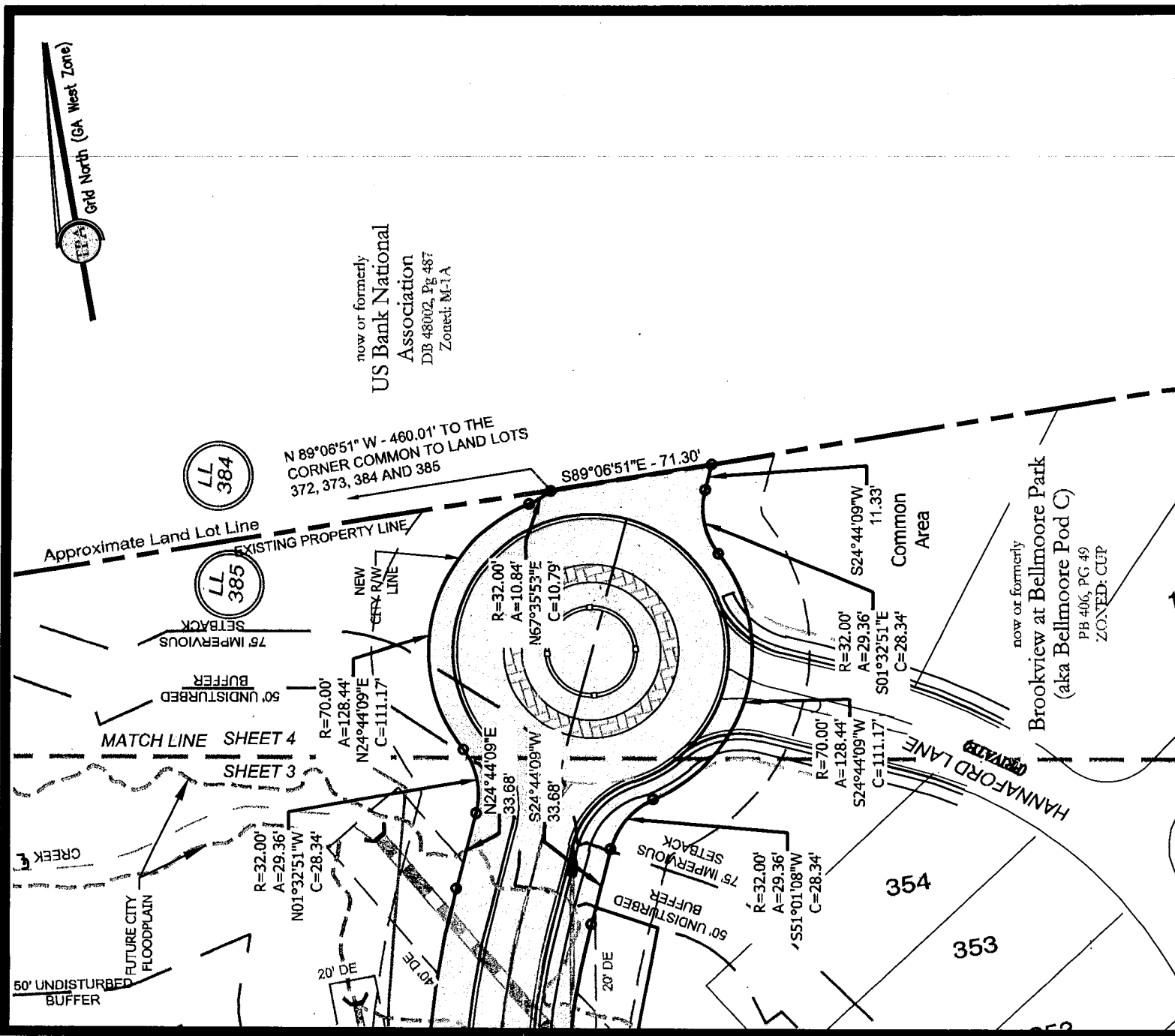
**Travis Pruitt Associates, Inc.**

Certificate of  
Authorization Number 613

PLAT DATE: 4-10-18  
FIELD DATE: 10-27-17  
SCALE: 1"=80'  
IN: 150333  
FN: 101-A-2113  
DRAWN BY: BMD  
Sheet No. 3 of 4

GRAPHIC SCALE - IN FEET  
0 30 60 120 180

4



PLAT DATE: 4-10-18
FIELD DATE: 10-27-17
SCALE: 1"=80'
IN: 150333
FN: 101-A-2113
DRAWN BY: BMD
Sheet No. 4 of 4

**BELL ROAD CONNECTOR**

RIGHT-OF-WAY EXHIBIT

LAND LOTS 372 & 385 - 1ST DISTRICT, 1ST SECTION  
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

GRAPHIC SCALE - IN FEET

0 50 100 150 200

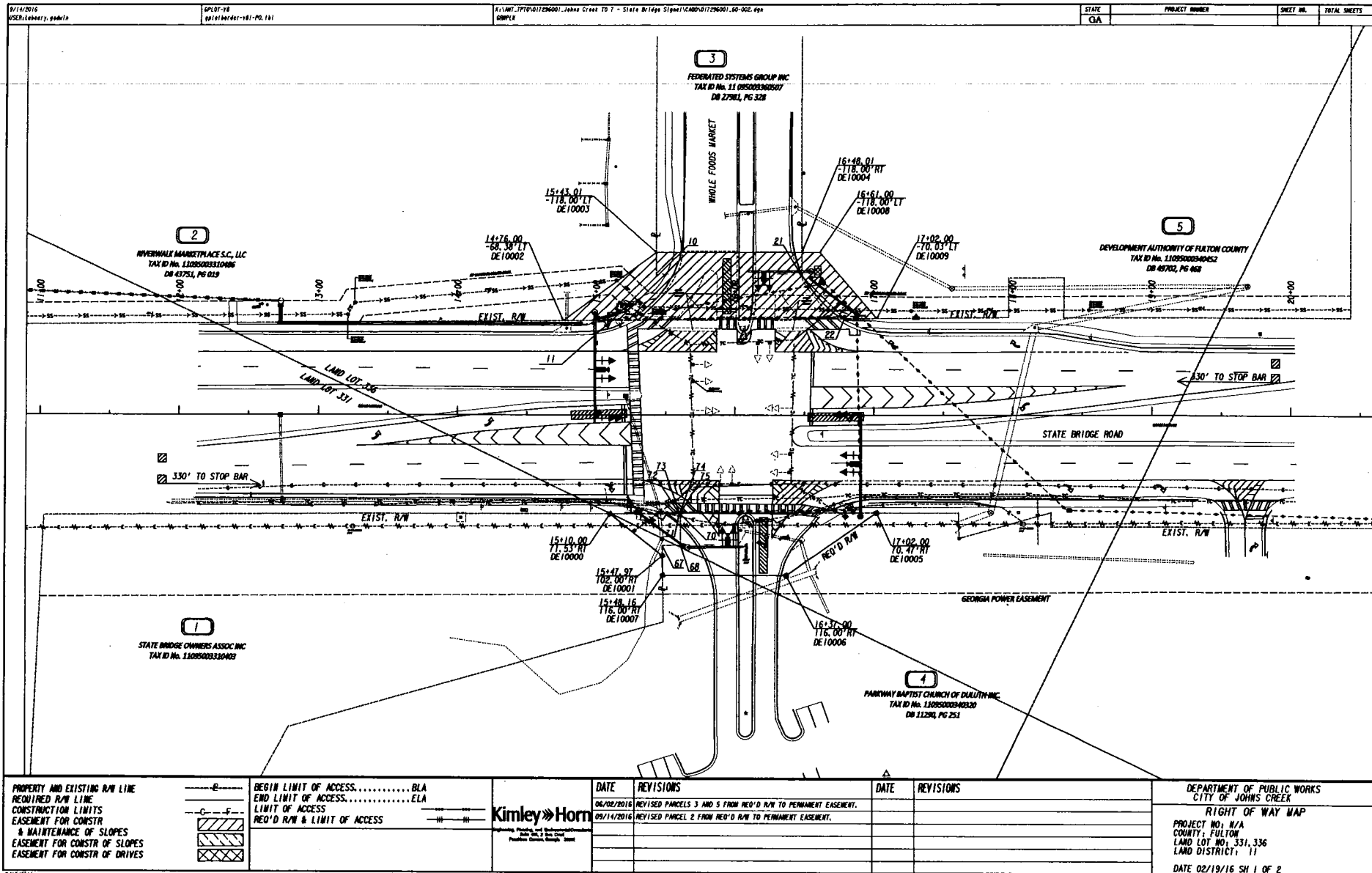
4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770)416-7511  
Fax: (770)416-6759  
www.travispruitt.com

**Travis Pruitt Associates, Inc.**

CERTIFIED LANDSCAPE ARCHITECT

Certificate of  
Authorization Number 613

5





## AGENDA REPORT

To: Honorable Mayor and City Council Members  
From: Chris Haggard, Assistant Public Works Director  
Date: October 8, 2018 – Future Agenda Item  
Item: Approval of Intergovernmental Agreement (IGA) with Fulton County for the State Bridge Road from Camden Way to the Chattahoochee River TSPLOST project.

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### Issue:

Approval of Intergovernmental Agreement (IGA) with Fulton County to include adjustment or relocation of water facilities for Fulton County as part of the construction project for the for State Bridge Road from Camden Way to the Chattahoochee River

### Background:

This section of State Bridge Road is currently in the right of way acquisition phase and ties into the Gwinnett County widening of Pleasant Hill Road from the Chattahoochee River to McClure Bridge Road. In order to construct the State Bridge (from Camden Way to the Chattahoochee River) project, some of the water facilities (hydrants, water mains, water meters, etc.) must be adjusted or relocated. Rather than have Fulton manage that as a separate project, Fulton has agreed to enter an IGA whereby the City bids and manages the work as an aspect of the overall construction project and Fulton reimburses the City for the costs. The proposed IGA follows the same pattern as the one adopted in March 2018 for the relocation/replacement of the waterline for the phase of Abbotts Bridge Road (from Parsons Road to Primrose Parkway) that is currently in right of way acquisition.

### Financial Impact:

There will be no cost to the City. Fulton County will reimburse the City for all material and labor cost associated with the utility relocations. The budget will need to be adjusted to include up to \$804,580.00 of reimbursable funds for the State Bridge Road from Camden Way to the Chattahoochee River project. The actual dollar amount will come from the construction bids received with the roadway project.

### Recommendation:

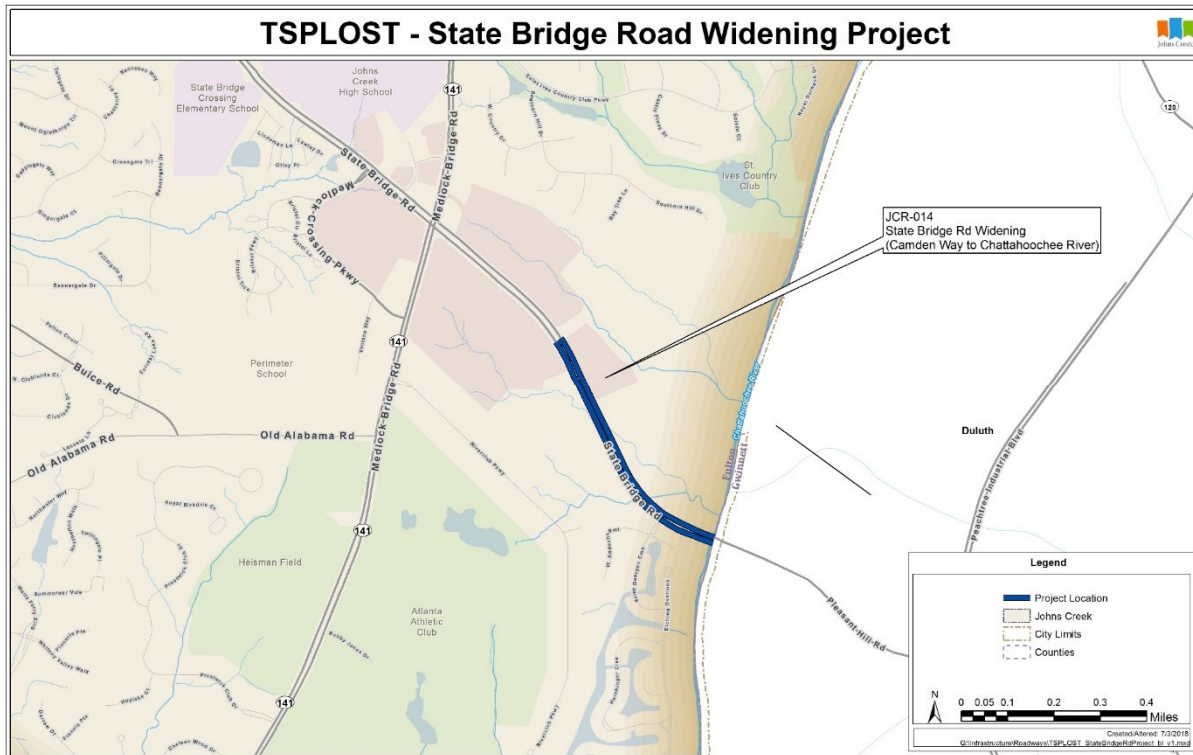
Staff recommends approval of the IGA with Fulton County in order to reduce construction time and improve the coordination effort during the adjustment and relocation of Fulton County facilities.



Alternative Approaches: Fulton County would bid the work and coordinate with our roadway contractor.

Attachment(s): IGA with Fulton County

Location Map:



**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE CITY OF JOHNS CREEK, GEORGIA AND FULTON COUNTY, GEORGIA  
FOR THE ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION  
OF APPROXIMATELY 5280 LF OF WATERLINE ALONG STATE BRIDGE ROAD  
FROM CAMDEN WAY TO THE CHATTAHOOCHEE RIVER**

**THIS INTERGOVERNMENTAL AGREEMENT** (“IGA”) is executed as of \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **CITY OF JOHNS CREEK, GEORGIA** (“CITY”), a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA** (“COUNTY”), a political subdivision of the State of Georgia. The term “Party” refers individually to either the CITY or the COUNTY and the term “Parties” refers to both the CITY and the COUNTY.

**WHEREAS**, the CITY proposes to undertake a transportation project to enhance State Bridge Road from Camden Way to the Chattahoochee River by contract through its competitive bidding procedures (“TRANSPORTATION PROJECT”); and

**WHEREAS**, the COUNTY maintains fire hydrants, water mains, water meters, and valves, as shown on construction plans for the TRANSPORTATION PROJECT (“UTILITIES”); and

**WHEREAS**, the UTILITIES must be adjusted or relocated as a result of the TRANSPORTATION PROJECT (“UTILITIES RELOCATION”); and

**WHEREAS**, the COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES, or for other reasons considers it advantageous to have this work included in the TRANSPORTATION PROJECT contract to be let to bid by the CITY; and

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the COUNTY and CITY desire to enter into an IGA to facilitate the UTILITIES RELOCATION; and

**WHEREAS**, as consideration for UTILITIES RELOCATION the COUNTY will reimburse the adjustment or relocation cost incurred by the CITY; and

**WHEREAS**, the COUNTY and CITY have determined that this IGA serves the best interest of all parties and their citizens by improving transportation and utility infrastructures.

**NOW THEREFORE**, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public

purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

## **I. PURPOSE.**

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and utility infrastructure improvements.

## **II. COMPENSATION AND PAYMENT.**

The total estimated cost of UTILITIES RELOCATION work contemplated under this IGA, is **Eight Hundred Thousand Five Hundred Eighty and No/Dollars (\$804,580.00)**. Said amount shall be the total COUNTY contribution to the UTILITIES RELOCATION work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the parties as provided herein. It is agreed that the compensation specified herein includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing Party shall be paid for the percentage of work completed as of the date of termination.

## **III. OVERVIEW.**

The UTILITIES RELOCATION project contemplated by this IGA consists of the following:

**ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION OF APPROXIMATELY 5280 LF OF WATERLINE ALONG STATE BRIDGE ROAD FROM CAMDEN WAY TO THE CHATTAHOOCHEE RIVER, CITY TSPLOST JCR-014.**

## **IV. FULTON COUNTY'S RESPONSIBILITIES.**

1. The COUNTY shall undertake the UTILITIES RELOCATION project design and submit a cost estimate to the CITY for its utility adjustment or relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the COUNTY prior to advertising for bids.
3. The COUNTY shall have the right to visit and to inspect the UTILITIES RELOCATION work at any time and to advise the CITY's engineer of any observed discrepancies or potential problems with the approved UTILITIES RELOCATION plan.
4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase of the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters within the control of the COUNTY so as not to delay the contractor under any circumstances.

5. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified UTILITIES RELOCATION work performed as part of the TRANSPORTATION PROJECT. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after delivery of payment request by the CITY.
6. Upon certification by the CITY's engineer that the UTILITIES RELOCATION work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted, relocated and/or newly construction UTILITIES and will thereafter operate and maintain said UTILITIES without further cost to the CITY or its contractor.

**V. CITY OF JOHNS CREEK'S RESPONSIBILITIES.**

1. The CITY shall undertake the UTILITIES RELOCATION contracting and construction and shall assume responsibility for management and completion of the UTILITIES RELOCATION project.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the CITY prior to advertising for TRANSPORTATION PROJECT bids.
3. All UTILITIES RELOCATION work, necessary for the adjustment or relocation of the described UTILITIES in accordance with the final UTILITIES RELOCATION plans when approved, shall be included in the TRANSPORTATION PROJECT contract and let to bid by the CITY.
4. All construction, engineering and contract supervision for the TRANSPORTATION PROJECT shall be the responsibility of the CITY. The CITY shall be responsible to assure that all UTILITIES RELOCATION work is accomplished in accordance with the plans and specifications and to consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's UTILITIES.
5. The CITY shall respond, in a reasonably timely manner, to any issue that may arise during the construction phase for the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters with the control of the CITY so as not to delay the contractor under any circumstances.

**VI. ADDITIONAL UNDERSTANDINGS.**

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.
3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.
4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically



provided in this IGA.

## **VII. TERM.**

This IGA shall be effective upon execution by both Parties and continue until December 31, 2020, unless the IGA is terminated as provided herein by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time as provided for herein.

## **VIII. TERMINATION.**

Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or
2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

## **IX. RESPONSIBILITY FOR CLAIMS AND LIABILITY.**

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. To the extent allowed by law, the CITY shall ensure that any contractor retained or selected by the CITY to provide services related to the UTILITIES RELOCATION work contemplated in this IGA shall agree to indemnify and hold harmless the COUNTY as well as its commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which it or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, arising out of the UTILITIES RELOCATION work irrespective of the COUNTY's negligence (except that no Party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY, and/or its commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the COUNTY and/or its commissioners, officers, officials, employees,

and agents, arising therefrom. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

## **X. INSURANCE.**

Prior to beginning the UTILITIES RELOCATION work, the CITY shall obtain and where the CITY is utilizing the services of a contractor to carry out the UTILITIES RELOCATION work, shall also cause its contractors to obtain and furnish certificates of insurance in which the COUNTY is named as an “Additional Insured,” for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

1. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
2. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
3. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
4. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the UTILITIES RELOCATION work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the UTILITIES RELOCATION project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

## **XI. CONFIDENTIALITY.**

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

## **XII. REPRESENTATIONS REGARDING DATA.**

Each Party has made its best efforts to ensure the accuracy and completeness of the information and data transferred or made available through the performance of the IGA. Each Party makes no warranties or representations to the public, to the other Party or to third parties regarding

data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this IGA accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warranty of any kind concerning fitness of use. No Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

### **XIII. TIME OF PERFORMANCE.**

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt a copy of written "Notice to Proceed" from Fulton County, shall complete the UTILITIES RELOCATION project based on the construction time for the TRANSPORTATION PROJECT.

### **XIV. REVIEW OF WORK.**

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY related to the UTILITIES RELOCATION. The COUNTY reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance of the UTILITIES RELOCATION work shall not relieve the CITY to exercise reasonable care to correct, at its expense, any of its errors in the UTILITIES RELOCATION work. The COUNTY's review recommendations shall be incorporated into the UTILITIES RELOCATION work activities of the CITY.

### **XV. RECORDS.**

The CITY shall keep accurate records in a reasonable manner approved by the COUNTY with regard to the UTILITIES RELOCATION activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this IGA.

### **XVI. MISCELLANEOUS.**

- A. **Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity or other governmental immunity as allowed by law.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, the COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.
  2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.



3. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

- E. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.
- F. **No Third-Party Beneficiaries.** This IGA is made between and limited to the COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- G. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- H. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.

- I. **Survival of Representations.** All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.
- J. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

**To the COUNTY:**

Abul K. Howlader  
Engineering Administrator  
Department of Public Works  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Ga 30303

**Copy to:**

County Attorney  
Office of the County Attorney  
141 Pryor Street, S.W., Suite 4038  
Atlanta, Ga 30303

**To the CITY:**

Chris Haggard, P.E.  
Assistant Public Works Director  
10700 Abbotts Bridge Road, Suite 190  
Johns Creek, Ga 30097

**Copy to:**

City Attorney  
CAROTHERS & MITCHELL, LLC  
1809 Buford Highway  
Buford, Ga 30518

- K. **Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and

enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**IN WITNESS WHEREOF**, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

**CITY OF JOHNS CREEK, GEORGIA**

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Michael E. Bodker, Mayor

By: \_\_\_\_\_  
Rob Pitts, Chairman  
Board of Commissioners

Attest:

Attest:

By: \_\_\_\_\_  
Joan C. Jones, City Clerk

By: \_\_\_\_\_  
Tonya R. Grier, Interim Commission  
Clerk

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
County Attorney

## AGENDA REPORT

To: Honorable Mayor and City Council Members  
From: Kimberly Greer, Assistant City Manager  
Agenda: October 22, 2018 Work Session  
Item: Contract Amendment – Adding Traffic Signal Engineer

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### Summary

Council reached consensus at the October 8, 2018 Work Session to immediately engage a Traffic Signal Engineer to more proactively manage the City's traffic signal system. The attached Resolution and First Amendment would complete the paperwork to formalize Council's consensus.

### Background

In April 2018 the Jacobs traffic engineering department reviewed the City's traffic signal system to assess the operation and condition of the system. The report and analysis was first distributed to the Council in May 2018 for review. The report made recommendations for further improvement. The top prioritized improvement was adding a Traffic Signal Engineer to more proactively manage the traffic signal system.

Council began to discuss the recommendations in July 2018 and requested prioritization of the recommendations and details related to the proposed Traffic Signal Engineer position (responsibilities, projects, results) and performance measures / markers of success for the other proposed improvements. As outlined in the August 2018 proposal (attached), the Traffic Signal Engineer would establish and evaluate performance measures, develop a concept of operations, and evaluate timing / make adjustments to the traffic signal system.

The FY2019 Budget, adopted September 24, 2018 included \$200K for the addition of a Traffic Signal Engineer. Council embargoed the funds, meaning prior to implementation additional discussion and consensus from Council was necessary.

### Update

At the October 8, 2018 Work Session, staff reviewed the current operations and the benefits of adding a fulltime Traffic Signal Engineer position. Council discussed the core responsibilities, metrics, and anticipated outcomes. Council reached consensus to un-embargo the funds and allow Public Works Director Baker to immediately move forward with adding a Traffic Signal Engineer. Director Baker confirmed the Traffic Signal Engineer would begin on October 9, 2018.



Council further requested staff return to the in six to eight weeks with the baseline and performance metrics, work on developing a performance dashboard for inclusion on the website and sharing with the community, and return at the six month mark to discuss the improvements in the system and the noticeable changes to congestion relief. Additionally, Councilman Zaprowski requested when Director Baker and / or the Traffic Signal Engineer return with requests to un-embargo the funds for the monitoring improvements or detection improvements that he/she come with anticipated return on investment.

Council reached consensus to review a Contract Amendment with Jacobs / CH2M formally incorporating the services at the October 22, 2018 Work Session

#### Attachments

- (1) Resolution
- (2) First Amendment
- (3) Exhibit "A" for First Amendment (Proposal from Jacobs)
- (4) Original Agreement

**A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF JOHNS CREEK AND CH2M HILL ENGINEERS, INC. TO ADD TRAFFIC SIGNAL ENGINEER SERVICES TO THE PROFESSIONAL SERVICES**

**WHEREAS**, the City of Johns Creek (the “City”) entered into that certain Agreement by and between the City of Johns Creek and CH2M Hill Engineers, Inc. (the “Consultant”) for the provision of professional services on September 19, 2017 (the “Original Agreement”); and

**WHEREAS**, Section 5.2 of the Original Agreement requires that any amendment to the scope of services and fees be mutually agreed upon between the Parties and shall be made in writing as an amendment to the Original Agreement; and

**WHEREAS**, the City reached consensus on October 8, 2018 to amend the Original Agreement in order to have the Consultant provide the services of a Traffic Signal Engineer and perform the services listed in the First Amendment; and

**WHEREAS**, the Parties agree the added services impacts the fee for services and have agreed to increase the base fee in the Original Agreement for FY2019 by \$200,000; and

**WHEREAS**, in order to effect such amendment, the Mayor and City Council desire to approve the First Amendment to the Professional Services Agreement by and between the City of Johns Creek and CH2M Hill, Inc. entered on September 19, 2017 (the “First Amendment”), a copy of which is attached hereto.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council for the City of Johns Creek that the First Amendment is hereby approved, and the Mayor is hereby authorized to execute the First Amendment and any and all other documents necessary for implementation thereof as of this 22nd day of October 2018.

Approved:

---

Michael E. Bodker, Mayor

Attest:

---

Joan C. Jones, City Clerk

(Seal)

Approved as to form:

---

City Attorney

**FIRST AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF JOHNS CREEK  
AND CH2M HILL ENGINEERS, INC.  
TO ADD TRAFFIC SIGNAL ENGINEER SERVICES**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of Johns Creek, a municipal corporation of the State of Georgia (the “City”), and CH2M Hill Engineers, Inc., a Delaware corporation, “Consultant”), heretofore referred to jointly as the “Parties.”

**WHEREAS**, the Parties entered into that certain Agreement for the provision of professional services on September 19, 2017 (the “Original Agreement”); and

**WHEREAS**, Section 5.2 of the Original Agreement requires that any amendment to the scope of services and/or fees be mutually agreed upon between the Parties and shall be made in writing as an amendment to the Original Agreement; and

**WHEREAS**, in response to a proposal from the Consultant, attached and incorporated herein as Exhibit “A,” the City reached consensus on October 8, 2018 to amend the Original Agreement in order to add a Traffic Signal Engineer and perform the services listed within the proposal and summarized below; and

**WHEREAS**, the Parties agree the added services impacts the fee for services and have agreed to increase the base fee in the Original Agreement for FY2019 by \$200,000; and

**NOW THEREFORE**, in consideration of the foregoing recitals, the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The position of Traffic Signal Engineer, described more fully in Exhibit “A” – Task 1, be added to the Original Agreement as Key Personnel.
2. The Traffic Signal Engineer will proactively evaluate and implement improvements to traffic signal operations, described more fully in Exhibit “A” – Tasks 2 – 4.
3. The fee for the additional Traffic Signal Engineer position shall increase the Lump Sum portion of the fee (listed in the Original Agreement Exhibit D – Fee for Services) in FY2019 by \$200,000. The position will be evaluated prior to inclusion and approval of the FY2020 budget.
4. The schedule for deliverables associated with the Traffic Signal Engineer’s work in FY2019 is described in Exhibit “A” in the section titled “Estimated Costs and Schedule.”
5. All other terms and conditions of the Original Agreement shall remain in effect unless modified herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.





City of Johns Creek, Georgia

CH2M Hill Engineers, Inc.

\_\_\_\_\_  
Signature

Name: Michael E. Bodker

Title: Mayor

Date: \_\_\_\_\_

Attest

\_\_\_\_\_  
Signature

Name: Joan C. Jones

Title: City Clerk

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: Jonathan Mantay

Title: Vice President

Date: \_\_\_\_\_

Attest

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"



Ten 10th Street, NW, Suite 1400  
Atlanta, Georgia 30309  
United States  
T +1.404.978.7600  
F +1.404.978.7660  
www.jacobs.com

August 23, 2018

Attention: Johns Creek City Council  
10700 Abbotts Bridge Road, Suite 190  
Johns Creek, Georgia 30097

Project Name: City of Johns Creek Traffic Signal System

**Subject: Prioritized Traffic Signal System Recommendations and Preliminary Costs**

Dear City Council Members,

The Jacobs Atlanta Traffic Engineering Group has prepared recommended tasks for enhancing the City's existing traffic signal system to help maximize its efficiency and benefits to the community specifically in off peak traffic flow improvements. The tasks below are based on recommendations included in the City of Johns Creek Traffic Signal System Assessment Memorandum dated May 11, 2018. Based on the Assessment Memorandum, we recommend the following tasks by priority:

1. Obtain Mid-Level Traffic Signal Engineer
2. Evaluate Performance Metrics
3. Develop Concept of Operations
4. Evaluate & Implement Signal Timing & Operations Adjustments

The following paragraphs provide a detailed description of each task prioritized above.

***Task 1 – Obtain Mid-Level Traffic Signal Engineer***

The City should obtain a traffic signal engineer with experience in signal operations and timings to oversee the short term Tasks 2 through 4 discussed below. This position would also be responsible for the active management of Johns Creek's signal system related to signal retiming, performance metrics, monitoring, signal operations, and timing maintenance for the long term. The engineer will continuously review the day to day signals as well as stay abreast of new technology, updates, and the changing priorities of the traffic signal industry and the City. The candidate should have at least 10 years of experience in the field of traffic engineering and signal operations. Professional Engineer Registration (PE) or the ability to obtain one in Georgia preferred but not required. Candidate should have extensive experience in traffic signal operations, design, maintenance, and retiming.

### ***Task 2 - Evaluate Performance Metrics***

Develop a baseline assessment of current traffic signal timings using existing probe data (provided by GDOT) and high res performance metrics obtained from CentraCS ATMS software. Based on data from the baseline assessment, prioritize signals/corridors for retiming during off-peak and/or peak periods. The performance metrics will be used to determine time periods for retiming and the degree (Field Fine Tuning vs Full Scale Retiming) of retiming required. The level of effort for signal retiming can be determined based on number of time periods and signals in each system that requires signal retiming. Performance measures can also be used to identify potential operational changes to maximize the efficiency of the signal systems. Review routine maintenance summaries to determine locations that may warrant equipment repairs or upgrades to improve operations.

The following performance metrics should be obtained and evaluated to assess the health of the system:

- Arrivals on Green
- Throughput Volumes
- Travel Time Index
- Buffer Index
- Planning Time Index
- Split Failures
- Malfunctioning Communications
- Malfunctioning Vehicle Detection
- Malfunctioning Pedestrian Detection
- Number of Signal Issues Identified/Resolved
- Number of Citizen Complaints Received/Resolved

Develop a dashboard summary of the performance metrics on a monthly basis to help monitor the health of the signal system. The dashboard can also be used to keep the City Council informed on signal system maintenance and operations. Quarterly status meetings should be held to review signal system status and operations.

### ***Task 3 – Develop Concept of Operations***

The purpose of Task 3 is to develop a document to establish goals and objectives of the TCC and identify operations and maintenance requirements for Johns Creek's traffic signal system. The Concept of Operations should document procedures; policies; preferences; roles & responsibilities; and key performance indexes (KPIs) to monitor the health of the traffic signal system from both equipment maintenance and signal operations perspectives. The Concept of Operations should include the following:

- Established Goals & Objectives
- Roles and Responsibilities
- Procedures for:
  - TCC Operations
  - Signal Equipment Maintenance
  - Signal Timing Maintenance

- Citizen Complaints
- Equipment Malfunctions
- Signal Equipment Upgrades
  - Specifications
  - Design standards
  - Technology
  - Software
  - Inspection
- Active Monitoring/Management
  - Incident response
  - Reporting and coordination
  - Schedule
  - Procedures
  - Timings
  - Requirements
- Performance Metrics
- Reporting
- Coordination
  - Citizens
  - City Council and staff
  - Local agencies

***Task 4 – Evaluate & Implement Signal Timing & Operations Adjustments (As Needed)***

Based on the recommendations for signal retiming assessed in Task 2, develop a retiming program for Johns Creek's signal system. Using the performance metrics collected in Task 2, evaluate the timings and operations of each signal (75 signals total). Prioritize signals/corridors for signal retiming for off-peak and peak periods as determined to be necessary. Determine whether each signal requires field fine tuning or a full scale retiming. In addition, evaluate operational strategies to help improve the efficiency of the traffic signals during off-peak and peak periods. Operational strategies may include but are not limited to the type of operation (Free Operation, TOD Coordination, Traffic Responsive, and Traffic Adaptive) as well as controller settings. Assess and recommend phasing strategies such as Double Serve Left Turns or Lead/Lag Left Turn operations.

**Field Fine Tuning – Quick Fix Options**

Based on the results of Task 2 and field observations during peak and off-peak periods, prioritize signals/systems that would benefit from field fine tuning requiring minor adjustments to timings and operations. Implement these adjustments from the TCC and in the field as necessary and monitor the signal operations. After implementation, review the performance measures collected in Task 2 to assess the benefits of the fine tuning and make any further adjustments as necessary. No traffic data collection will need to be performed for field fine tuning.

August 23, 2018

Subject: Prioritized Traffic Signal System Recommendations and Preliminary Costs



### Full Signal Retiming

For locations requiring full signal retiming, conduct field inventories of each intersection/signal configuration and perform field observations during peak and off-peak periods. Collect 7-day 24-hour counts on the main streets and 8-hour turning movement counts at each signal to provide the current traffic demand. Develop new timing plans based on traffic counts collected, implement new timings from the TCC, and field fine tune for both off-peak and peak periods. After implementation, review the performance measures collected in Task 2 to assess the benefits of the new signal timings and make any further adjustments as necessary.

### **ESTIMATED COSTS AND SCHEDULE**

Based on the detailed tasks above, Jacobs has estimated the following preliminary costs. Actual costs may vary based on time frame and changes to the tasks.

- |  |                  |
|--|------------------|
| 1. Obtain Mid-Level Traffic Signal Engineer (Total Budget)                 | \$200,000        |
| 2. Evaluate Performance Metrics (for first 12 months)                      | \$46,000*        |
| 3. Develop Concept of Operations   | \$17,000*        |
| 4. Evaluate & Implement Signal Timing & Operations Adjustments (As Needed) |                  |
| a. Field Fine Tuning   | \$1,500/Signal*  |
| b. Full Scale Retiming   | \$6,000/Signal** |

\*Tasks are completed by signal engineer and included in salary budget

\*\* Tasks are completed by signal engineer and included in salary budget and GDOT timing contracts could be utilized for additional technical expertise

The estimated duration of work for Tasks 2 – 4 is summarized below:

*Task 2 – Evaluate Performance Metrics – Monthly over a 12-month period (Initial Assessment completed in 4 to 6 weeks)*

*Task 3 – Develop Concept of Operations – 10 weeks*

*Task 4 – Evaluate & Implement Signal Timing & Operations Adjustments – 16 to 26 weeks from Completion of Initial Assessment in Task 2 depending on number of signals requiring retiming*

If you have any questions regarding the recommended tasks, costs, or schedule please feel free to contact me at 404.978.7543 (office) or 770.846.8344 (cell).

Yours sincerely,

David A Kasbo, P.E.  
Director of Traffic Engineering



**PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN THE CITY OF JOHNS CREEK, GEORGIA  
AND CH2M HILL ENGINEERS, INC.**

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This Professional Services Agreement ("Agreement") is entered into by and between the City of Johns Creek, Georgia, a Georgia municipal corporation ("Municipality") and CH2M Hill Engineers, Inc., a Delaware corporation, ("Consultant") as of 19th day of September 2017. ("Effective Date"). The Municipality and the Consultant shall be jointly referred to as the "Parties".

**1. TABLE OF CONTENTS**

2. Recitals.....	2
3. Definitions.....	2
4. Performance.....	2
5. Changes to the Scope of Services .....	4
6. Term .....	4
7. Fee & Financial Penalty Provisions .....	5
8. Invoice & Payment Structure .....	5
9. Equipment .....	6
10. Independent Contractor.....	7
11. Consultant Personnel .....	8
12. Indemnification .....	10
13. Insurance.....	11
14. Assignment.....	12
15. Conflicts of Interest.....	12
16. Third Party Reliance .....	13
17. Records .....	13
18. Ownership of Documents .....	13
19. Notices .....	14
20. Disputes.....	15
21. Default.....	16
22. Termination.....	16
23. Force Majeure .....	17
24. Authority to Execute .....	17
25. Governing Law .....	17
26. Counterparts.....	18
27. Entire Agreement.....	18
28. Signatures .....	19
29. Exhibit A – Scope of Services .....	20
30. Exhibit B – Key Performance Indicators .....	65
31. Exhibit C – Performance Measures and Workload Measures .....	68
32. Exhibit D – Fee for Services .....	71
33. Exhibit E – Immigration & Security Form .....	73
34. Exhibit F – O.C.G.A. § 50-36-1(e)(2) Affidavit .....	74

2. RECITALS

WHEREAS, the Municipality is seeking a consultant to perform the services listed in Exhibit A – Scope of Services, (“Services”); and

WHEREAS, Consultant has agreed to render to the Municipality the performance of the Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and the Consultant agree as follows:

3. DEFINITIONS

- 3.1. “City Manager” shall mean the City Manager or designee who shall act as the Municipality's primary representative and point of contact for all regular reports, work orders and adjustments to Services allowable under this Agreement in the agreed-upon format between the Municipality and the Consultant.
- 3.2. “City Council” shall mean the municipal body having legislative and administrative powers for the City of Johns Creek inclusive of the Mayor and six Councilmembers. The City Council has the authority to enter into this Agreement and authorize any Amendments to the Services as further described in Section 5.2 of this Agreement or changes to the Key Performance Indicators as further described in Section 4.2 of this Agreement.
- 3.3. “City Equipment” shall have the meaning set forth in Section 9.4 of this Agreement.
- 3.4. “Consultant Personnel” shall mean all person(s) under the direct supervision and control of the Consultant who perform the Services provided for herein on behalf of the Consultant, whether employees or temporary employees.
- 3.5. “Consultant Subcontractor(s)” shall mean any subcontractor(s) hired, contracted with, or directly engaged by Contractor to perform Services.
- 3.6. “Due Date” shall have the meaning set forth in Section 8.2 of this Agreement.
- 3.7. “Fees” shall mean the amounts charged by Consultant to Municipality, including lump sum and time and materials amounts, for the performance of Services, as more fully described in Exhibit D - Fees for Services.
- 3.8. “Key Performance Indicators” shall have the meaning set forth in Section 4.2 of this Agreement and more fully described in Exhibit B – Key Performance Indicators.
- 3.9. “Key Personnel” shall mean the Consultant Personnel with the title Public Works Director.
- 3.10. “Municipality Subcontractor(s)” shall mean any subcontractors hired, contracted with or directly engaged by the Municipality to perform services as delegated by the Municipality other than those set forth in this Agreement.
- 3.11. “Performance Measures” shall have the meaning set forth in Section 4.3.1 of this Agreement and more fully described in Exhibit C – Performance Measures and Workload Measures.
- 3.12. “Services” shall mean the scope of services and as more fully described in Exhibit A - Scope of Services.
- 3.13. “Term” shall have the meaning set forth in Section 6.1 of this Agreement.
- 3.14. “Workload Measures” shall have the meaning set forth in Section 4.3.2 of this Agreement and as more fully described in Exhibit C – Performance Measures and Workload Measures.

4. PERFORMANCE

- 4.1. Professionalism. In its performance of the Services, the Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession

practicing or performing the substantially same or similar services and in accordance with the State of Georgia's adopted codes, the Municipality's adopted Code of Ordinances, and industry standards.

- 4.2. Key Performance Indicators. As provided in Exhibit B – Key Performance Indicators, the Parties have agreed to measure performance utilizing Key Performance Indicators which are designed to provide a high-level executive perspective on the Consultant's overall performance. The Consultant has direct influence over its performance on the Key Performance Indicators, each indicator is tied to a core competency of the Services, and each indicator is correlated with a specific performance target.
  - 4.2.1. Changing Key Performance Indicators. Key Performance Indicators and the specific performance targets may be changed, by mutual consent of the Parties, through a written amendment to the Agreement.
- 4.3. Performance Measures and Workload Measures. To supplement the Key Performance Indicators, as provided in Exhibit C – Performance Measures and Workload Measures, the Parties have identified Performance Measures and Workload Measures for Services.
  - 4.3.1. Performance Measures are performance-based measures that are designed to provide management an in-depth perspective on the Consultant's efficiency, effectiveness, and performance of the Services. The Consultant has direct influence over its performance on Performance Measures, each measure is tied to a component of the Services, and each measure is correlated with a specific performance target.
  - 4.3.2. Workload Measures track and monitor the workload of the Consultant. The Consultant has little influence over the workload, so no specific targets are assigned to workload, but the Parties see benefit in tracking workload measures as important in identifying community trends and resource allocation.
  - 4.3.3. Changing Performance and Workload Measures. The Parties recognize that over the term of the Agreement, flexibility will be necessary in order to meet the Municipality's evolving needs and priorities. The Performance and Workload Measures may be adjusted by mutual consent of the City Manager and the Consultant.
  - 4.3.4. Relief to Performance Targets. The City Manager, in his or her sole discretion, may grant relief from the performance targets associated with Performance Measures due to changes in the Municipality's needs, priorities, or reallocations as deemed merited in the City Manager's sole discretion.
- 4.4. Reporting. Consultant will track, record, and report Key Performance Indicators, Performance Measures, and Workload Measures in a timely and professional manner.
  - 4.4.1. Beginning on October 1, 2017, the Consultant shall track Key Performance Indicators, Performance Measures, and Workload Measures on a monthly basis. The Parties agree that automation of data collection is ideal to reduce error in collection and reduce administrative burdens of tracking, however, the Parties acknowledge as of the Effective Date, few if any of the indicators and measures are automated. For the first year of the Agreement, the Consultant agrees to track all measures in Microsoft Excel, or alternate program(s) agreeable to both Parties. The Parties agree to work together through the term of the Agreement to identify reasonable opportunities to automate data collection.
  - 4.4.2. Beginning in January 2018, the Consultant shall submit quarterly reports of Key Performance Indicators, Performance Measures, and Workload Measures by the fifth of the month following the end of the quarter in a format agreed upon between the Parties.
  - 4.4.3. Annual reports to the Municipality detailing, at a minimum, the Consultant's performance for the previous fiscal year, including Key Performance Indicators, Performance Measures, and Workload Measures shall be provided to the Municipality no later than October 31 of each year.
- 4.5. Customer Service. Both Parties have an interest in providing a high level of customer service and developing ways to evaluate the effectiveness of the Consultant's interactions with the public. The

Consultant will work with the Municipality during the Term of the Agreement to identify both hard and soft metrics and methods to gauge customer service such as surveys, secret shoppers, and other more innovative efforts. The Municipality will be responsible for costs associated with additional efforts to gauge customer service not included in the Key Performance Indicators and Performance Measures. If the implementation of new efforts to gauge customer service results in an increased dedication of Consultant's time and personnel to manage the effort, the Parties shall mutually agree, through good faith negotiations, to an equitable adjustment to the Fees for the Services.

- 4.6. Continuous Improvement. Both Parties have an interest in performing the Services in a manner that is highly efficient, effective, and utilizes innovation and continuous improvement. To that end, the Consultant in its normal course of delivery of the Services, shall form a committee ("Continuous Improvement Committee") including a minimum of Consultant Personnel from each of the service areas (Public Works and Recreation and Parks). The Continuous Improvement Committee shall meet quarterly during the Term of the Agreement to review operations in key areas and identify processes and procedures that can be improved. On an annual basis, the Continuous Improvement Committee will report its finding to the City Manager for further review and consideration of implementation of new technologies or processes for the improved performance of the Services. If the implementation of new technologies or processes result in a change in the cost of providing the Services, the Parties shall mutually agree, through good faith negotiations, to an equitable adjustment to the Fees for the Services.
- 4.7. Third Party Failures. To the extent that the Consultant must cooperate and/or perform services in conjunction with third parties, including any Municipality Subcontractors, the Consultant is not responsible or liable for failures of third parties or Municipal Subcontractors to fulfill their obligations or duties nor any damages arising out of the failures of third parties or Municipality Subcontractors so long as the Consultant completes obligations and duties in accordance with Section 4.1. If the City requests the Consultant take over obligations or duties of a third party the process outlined in the following Section 5 - Changes to Scope of Services section should be followed.

## 5. CHANGES TO SCOPE OF SERVICES

- 5.1. Adjustments. The Parties recognize that over the Term of the Agreement, flexibility will be necessary in order to meet the Municipality's evolving needs and priorities. With concurrence from the City Manager, the Consultant may temporarily (defined as a period not to exceed ninety (90) days) reallocate resources to meet shifts in the Municipality's needs and priorities so long as the reallocations do not adversely affect the cost of services (as measured in the fee for Services) or the quality of Services (as measured by the Key Performance Indicators and Performance Measures).
- 5.2. Amendments. Permanent (defined as a period exceeding ninety (90) days) reallocations or changes to Services must be mutually agreed upon between the Parties and shall be made in writing as an amendment to this Agreement. If the permanent change impacts the fee for the Services, an amendment to this Agreement shall specifically designate the change to fees for the Services.

## 6. TERM

- 6.1. Term. Notwithstanding fiscal non-appropriation as defined under O.C.G.A. § 36-60-13, the Effective Date of this Agreement shall be October 1, 2017, with a term of 5 years, and the expiration date ("Expiration Date") shall be September 30, 2022 ("Term").
- 6.2. Renewal. This Agreement shall renew for up to five, one-year options at the sole option of the Municipality upon written notice to the Consultant by July 1 of each year following the Term.

7. FEES & FINANCIAL PENALTY PROVISIONS

- 7.1. Fee. In consideration of the Consultant providing the Services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit D – Fee for Services.
- 7.2. Increases. All inflationary costs and merit increases for Consultant Personnel are included within the cost listed within Exhibit D – Fee for Services. The Municipality shall not be obligated to renegotiate or increase any fee for the Services during the Term of the Agreement or renewal options to further address inflationary or merit increases for Consultant Personnel.
- 7.3. Fringe. All of the Consultant's overhead costs, including, but not limited to, costs of travel, training, and insurance coverage, are included within the costs listed within Exhibit D – Fee for Services.
- 7.4. Miscalculations. The Municipality shall not be obligated to renegotiate or increase any fee for the Services during the Term of the Agreement based on a Consultant's mistake or miscalculation of prices, underestimation of costs, or for any other reason.
- 7.5. Financial Incentives. Exceeding the Exhibit B – Key Performance Indicators shall, notwithstanding fiscal non-appropriation as defined under O.C.G.A. § 36-60-13, result in financial incentives for the Consultant to a maximum aggregate of Fifty Thousand Dollars (\$50,000) per year. The intent of the financial incentives mechanism is to directly connect surpassing Key Performance Indicators to an increase in the Consultant's compensation.
- 7.6. Financial Penalties. Failure to meet the Exhibit B – Key Performance Indicators shall result in financial penalties levied against the Consultant to a maximum aggregate of Fifty Thousand Dollars (\$50,000) per year. The intent of the financial penalty calculation mechanism is to directly connect failure to meet a Key Performance Indicator to an erosion of the Consultant's compensation.

8. INVOICE & PAYMENT STRUCTURE

- 8.1. Invoicing. Each month the Consultant will invoice the Municipality the fees as set forth in Exhibit D – Fee for Services.
  - 8.1.1. With services commencing on October 1, 2017, the first invoice is anticipated between November 1, 2017 and November 5, 2017.
  - 8.1.2. The monthly invoice for the lump sum portion of the Fees will be billed as one-twelfth (1/12) of the lump sum portion of the fees following the delivery of Services for such month.
  - 8.1.3. The monthly invoice for the time and materials portion of the Fees shall be accompanied with documentation of hours worked by the Public Works Director following the delivery of Services for such month.
- 8.2. Payments Due. Municipality shall pay all undisputed Fees according to the terms of this Agreement. Municipality shall compensate the Consultant within thirty (30) days of the Municipality's receipt of an invoice ("Due Date").
- 8.3. Disputed Charges. If the Municipality disputes any invoices (or portion thereof) issued by the Consultant, the Municipality shall notify the Consultant within five (5) business days of receipt of invoice detailing out the invoice charge(s) disputed and reasons why. The Consultant shall respond within five (5) business days to such notification. If such issue(s) is/are not resolved within fifteen (15) business days after notification such issues(s) shall be handled as in accordance with Section 20 Disputes. Valid disputes on invoices shall not accrue interest until the date of resolution, and applicable interest, if any, shall be calculated from the date of resolution of the dispute. In any case, Municipality shall pay any undisputed portion of any invoice by the Due Date.



- 8.4. Penalty for Delayed Payments. The Municipality shall pay interest at an annual rate equal to Wells Fargo Bank, N.A.'s prime rate plus one and one-half percent (1 ½%) (said amount of interest not to exceed any limitation provided by law) on Fees not paid and received within sixty (60) days from date of receipt by the Consultant's monthly invoice, such interest being calculated from the due date of the payment, so long as said delay is not caused by the Consultant.

9. EQUIPMENT

- 9.1. Data. The Municipality shall provide all data, information, plans, specifications and other documentation within its possession reasonably requested by Consultant to perform Services.
- 9.2. Office Space. The Municipality shall provide dedicated office space within the City Hall, or such other location as agreed upon by the Parties, for all full-time office-based Consultant Personnel providing Services under this Agreement. The Municipality shall provide office space for temporary (such as interns), part-time, and field-based Consultant Personnel necessary to provide Services under this Agreement, however, that office space may be shared, flexible, or common work areas. The Consultant shall be solely responsible to provide for office space for other Consultant Personnel (those occasionally providing part-time assistance or supervision for Services under this Agreement and those not providing Services under this Agreement).
- 9.2.1. The Consultant shall keep the provided office space free from accumulation of waste materials and other debris resulting from provision of the Services. At the completion of each work day, the Consultant shall place all waste materials and debris in waste bins.
- 9.2.2. Should the Municipality decide to move the office space to a different location, the Municipality shall be responsible for its associated relocation expenses, including but not limited to transport, re-assembly of Municipality's furnishings and equipment, associated infrastructure, network cabling, internet, telephones, and computer equipment supplied by the Municipality.
- 9.3. Utilities. The Municipality shall provide a power supply, utility services, and a common-use (shared) printer for all Consultant Personnel necessary to provide Services under this Agreement. The Consultant shall be solely responsible to provide for a power supply, utilities, and printers for other Consultant Personnel (those occasionally providing part-time assistance or supervision for Services under this Agreement and those not providing Services under this Agreement).
- 9.4. City Equipment. The Municipality shall supply furniture, fixtures, and equipment for all City Hall offices and full-time office-based Consultant Personnel. Equipment includes those items customarily supplied to office staff such as chairs, computers, phones and office supplies ("City Equipment"). If the Municipality's failure to provide or maintain equipment impacts the Consultant's ability to deliver the Services, the Municipality shall grant relief from the performance targets associated with Key Performance Indicators and Performance Measures directly impacted by the Municipality's failure provided that notice of Municipality's failure is provided to the City Manager and a reasonable time to cure the failure is provided. For purposes of this section, "reasonable time" shall be fifteen (15) business days except when the failure affects the public health, safety or welfare, in which case reasonable time may be less than fifteen (15) business days.
- 9.4.1. All City Equipment shall be used only for Municipality purposes in performance of this Agreement and pursuant to City policies, and shall not be used for any purely corporate, other municipality Consultant business, non-governmental Consultant business, or personal purpose. All City Equipment utilized by Consultant Personnel shall be kept clean, free of damages, and in safe operating condition.
- 9.4.2. For Consultant Personnel performing Services in the field or those who regularly work on-call after hours, Municipality shall provide a phone, smart device, tablet, tools, and equipment, etc. necessary in order to accomplish the Services of this Agreement. If additional Consultant Personnel need phones,

smart devices, tables, etc. in order to accomplish the Services of this Agreement, the Consultant is expected to provide such equipment to the Consultant Personnel at its own expense. The Consultant is required to comply with Municipality's open records and Information Technology Department security requirements associated with data and usage of such equipment, which such requirements shall be provided to Consultant Personnel.

- 9.5. Personal Protective Equipment. The Consultant shall provide all personal protective equipment necessary for Consultant Personnel operating in the field or other situations necessitating such equipment.
- 9.6. Vehicles. The Municipality shall supply vehicles necessary to perform the Services of the Agreement. The vehicles shall be pooled but the Municipality shall make reasonable efforts to ensure the quantity of the vehicles shall be sufficient to provide each person who routinely performs field work shall have access to a vehicle when needed. Notwithstanding fiscal non-appropriation as defined under O.C.G.A. 36-60-13, the Municipality shall make reasonable efforts to maintain and repair all provided vehicles. Notwithstanding fiscal non-appropriation as defined under O.C.G.A. 36-60-13, the Municipality shall make reasonable efforts to replace vehicles at Municipality's expense when the age of the vehicle reaches ten years or 150,000 miles. If the Municipality's failure to maintain or replace vehicles impacts the Consultant's ability to deliver the Services, the Municipality shall grant relief from the performance targets associated with Key Performance Indicators and Performance Measures directly impacted by the Municipality's failure.
  - 9.6.1. Any Consultant Personnel operating vehicles supplied by the Municipality must meet all driver qualifications and training requirements imposed on Municipality Employees and abide by all Municipality policies related to use of Municipality vehicles.
  - 9.6.2. In the event of an accident or damage to a vehicle supplied by the Municipality, in addition to following the Consultant's policies for health and safety of Consultant Personnel, the Consultant will notify the City Manager of the accident or damage to the vehicle.
  - 9.6.3. Vehicles supplied by the Municipality are to be used exclusively for the Services provided to the Municipality and shall not be utilized as take-home vehicles except as authorized by the City Manager.

#### 10. INDEPENDENT CONTRACTOR

- 10.1. Independence. The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Accordingly, Municipality shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under O.C.G.A. §34-9-1 *et seq.* or any other amenities of employment to any of the Consultant Personnel or any other liabilities whatsoever unless otherwise specifically provided herein.
- 10.2. Not Joint Employers. Nothing contained in this Agreement shall be construed to create a joint employer relationship between the Municipality and the Consultant with respect to any Consultant Personnel. Nothing

in this Agreement shall be construed to create a joint employer relationship between the Municipality and the Consultant with respect to any Municipality employees.

11. CONSULTANT PERSONNEL

- 11.1. Qualified Personnel. The Consultant represents and warrants to the Municipality that it will retain qualified professionals that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.
- 11.2. Certifications. The professionals employed by the Consultant will maintain certifications, certificates, and licenses as required for the Services that they individually and collectively provide to the Municipality.
- 11.3. Background Checks. Prior to assigning any individual to the Municipality, the Consultant shall subject said individual to a background check which shall include, at a minimum: motor vehicle records, criminal records, military records, and state licensing records (when applicable). Pursuant to the duties of the position, other applicable background checks may be requested by the Municipality and performed by the Consultant upon agreement by the Parties.
  - 11.3.1. The Consultant shall exclude any person from the performance of Services for the Municipality if that person's background check reveals behavior that demonstrates the person is not fit or would not meet industry standards in performing duties assigned under this Agreement.
  - 11.3.2. The Consultant shall subject current Consultant Personnel to a driver history check every two years unless relief from this requirement is waived by the City Manager.
  - 11.3.3. The City Manager shall have the right, with respect to any Consultant Personnel, to approve, deny, restrict, or remove access to a Municipality vehicle, City Equipment, or Municipality property.
- 11.4. Non-discrimination. The Consultant nor Municipality will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.
- 11.5. ADA. The Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.
- 11.6. Drug Free Workplace. The Consultant shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Consultant certifies that a drug-free workplace will be provided for the Consultant's employees during the performance of this Agreement.
- 11.7. E-Verify. The Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. The Consultant's federal work authorization user identification number is 123606; authorization date of May 30, 2008.
- 11.8. Authorized Workers. Pursuant to O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, Consultant warrants, represents, acknowledges, and agrees that:
  - 11.8.1. The Consultant does not knowingly employ or contract with an illegal alien;

- 11.8.2. The Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien;
- 11.8.3. The Consultant shall execute an affidavit verifying that the 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 E – Immigration & Security Form" and incorporated herein by reference and made a part of this Agreement.
- 11.9. Federal Immigration and Nationality Act. The Consultant shall execute an affidavit verifying status for city public benefit required pursuant to O.C.G.A. § 50-36-1, verifying United States citizenship or status as a permanent resident or qualified alien or non-immigrant under the Federal Immigration and Nationality Act. The appropriate affidavit is attached hereto as "Exhibit F – O.C.G.A § 50-36-1(e)(2) Affidavit" and incorporated herein by reference and made a part of this Agreement.
- 11.10. Unsatisfactory Personnel. In no event shall the Municipality be responsible for monitoring or assessing the suitability of any Consultant Personnel. However, the Consultant shall transfer promptly from the Municipality any Consultant Personnel that the City Manager advises are not satisfactory and replace such Consultant Personnel with individuals satisfactory to the Municipality.
- 11.11. Changes in Personnel. The Consultant shall promptly notify the Municipality prior to changes in Consultant Personnel. When practicable, the Consultant will provide the Municipality with at least a two week notice period prior to changes in Consultant Personnel.
  - 11.11.1. The Consultant will encourage Consultant Personnel choosing to voluntarily leave employment with the Consultant to provide a two week notice period prior to their departure.
  - 11.11.2. Consultant shall have the right to reassign Consultant Personnel from the Agreement provided that prior to approaching Consultant Personnel regarding potential reassignments (internal or external), the Consultant has discussed with the City Manager.
    - 11.11.2.1. Not including any transfers of unsatisfactory Consultant Personnel, the Consultant shall take reasonable actions, and collaborate with Municipality as needed, to encourage Consultant Personnel retention during the Term and utilize best efforts to limit reassignment of Consultant Personnel for reasons other than promotion or career advancement.
  - 11.11.3. For the purpose of this Agreement, the Public Works Director is considered a Key Personnel position.
    - 11.11.3.1. In the event of a vacancy of a Key Personnel position, the Consultant shall endeavor to fill such position within sixty (60) days from the date such position is vacated with a permanent replacement. For the avoidance of doubt, during any such vacancy of a Key Personnel position, Municipality shall be not billed for any time associated with such Key Personnel position.
    - 11.11.3.2. In the event of a vacancy for a Key Personnel position, the City Manager shall be provided an opportunity to review and interview Consultant's proposed candidates. No person shall be appointed to a Key Personnel position without the concurrence of both Parties. As part of the review process, the anticipated salary range for each proposed finalist shall be disclosed to the City Manager.
  - 11.11.4. In all Consultant Personnel replacements, the Consultant shall provide replacement Consultant Personnel with similar education, qualifications, or experiences to reasonably continue with the same degree of care, skill, and professionalism in performing the Services.
  - 11.11.5. If removing Consultant Personnel without intent to replace, the Consultant shall take necessary steps to maintain performance for meeting all Services, Key Performance Indicators, and Performance Measures.

- 11.12. Attire. Consultant Personnel shall wear neat-appearing appropriate attire for the Services rendered in applicable setting (either office, field, or some combination) including footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 11.12.1. Consultant Personnel are not required to wear attire with the Municipality's logo. However, if Consultant Personnel chooses to wear Municipality-approved attire with the logo of the Municipality, Consultant Personnel shall be performing Services for the Municipality.
- 11.12.2. Consultant Personnel shall not wear attire with the logo of the Consultant when performing Services for the Municipality.
- 11.12.3. Consultant Personnel shall wear or carry an identification card and access badge which will be issued by the Municipality. Each Consultant Personnel who is issued an identification card and access badge shall be required to sign personally for the card and badge. The Consultant shall be held accountable for the card and badge and must assure that they are returned to the Municipality upon termination of Consultant Personnel's employment with the Consultant or termination of the Agreement.
- 11.13. Subsequent Employment. In the event of partial termination, full termination, or expiration of this Agreement, the Municipality or a third party performing similar services under a subsequent agreement with the Municipality shall have the right to offer employment to any Consultant Personnel performing Services under this Agreement.
- 11.13.1. The Consultant shall not enter into an arrangement, contractual or otherwise, with Consultant Personnel which would prohibit an individual's ability to accept an employment offer from the Municipality or a third party.
- 11.13.2. For the avoidance of doubt, in the event of a partial termination, Municipality shall have the right to offer employment only to those Consultant Personnel performing Services effected by partial termination. Unless mutually agreed between the Parties, the Municipality shall not either directly or indirectly solicit, induce, recruit or encourage any of the Consultant Personnel to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or hire Consultant Personnel. Nothing contained in this provision shall prohibit the hiring of such Consultant Personnel if such hire was not induced and the employee independently and without notice of opportunity by the Municipality applied for the position and the position was both open to the public for application and the employee was subject to a competitive process.

## 12. INDEMNIFICATION

- 12.1. Consultant Indemnification. To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant.
- 12.2. Municipality Indemnification. To the extent allowable by Georgia law, the Municipality shall be responsible for and shall defend, save, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the



negligence or breach of duty of the Municipality or any officer, employee, representative, or agent of the Municipality.

- 12.3. Incidents. If either of the Parties becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other in writing within twenty-four (24) hours of the incident and both Parties shall cooperate fully in investigating the incident.
- 12.4. Consequential Damages. In disputes between Municipality and Consultant, in no event shall either party, its subcontractors or their officers or employees be liable to the other party for any special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, provided, however, such limitation does not include any liability for which Consultant is obligated to indemnify Municipality based upon special, indirect or consequential damages suffered by any third parties.
- 12.5. Civil Penalties. The Parties agrees that Consultant shall be liable for fines or civil penalties to a maximum aggregate of One Hundred Fifty Thousand Dollars (\$150,000) per year, which may be imposed by any federal or state department or regulatory agency that are a result of Consultant's negligent operation. The Municipality will assist the Consultant to contest any such fines in administrative proceedings and/or in court prior to any payment by the Consultant. The Consultant shall pay the costs of contesting any such fines. The Consultant shall not be liable for such fines or civil penalties that result from violations that occurred prior to the effective date of this Agreement or for the effects of prior violations by the Municipality that have contributed to the assessment of any such fine or civil penalty caused by the Consultant's negligent operations.

### 13. INSURANCE

- 13.1. Insurance. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law. The minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - 13.1.1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
  - 13.1.2. Commercial general liability insurance with minimum combined single limits of one million five hundred thousand dollars (\$1,500,000) each occurrence and five million dollars (\$5,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds.
  - 13.1.3. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate. Consultant shall be responsible for maintaining

professional liability insurance for a minimum of two (2) years from the date of expiration of this Agreement.

- 13.1.4. Excess liability insurance with minimum limits of twenty five million dollars (\$25,000,000) each occurrence and twenty five million dollars (\$25,000,000) in general aggregate.
- 13.1.5. Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than two million dollars (\$2,000,000) combined single limit each accident.
- 13.1.6. Pollution condition insurance with minimum limits of two million dollars (\$2,000,000) each pollution condition and two million dollars (\$2,000,000) aggregate.
- 13.2. Additional Insured. The Municipality shall be named as an additional insured on Consultant's insurance coverage for insurance policies noted in Sections 13.1.2, 13.1.5, and 13.1.6.
- 13.3. Certificates of Insurance. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.
- 13.4. Notice. Every policy of insurance shall provide that the Municipality will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- 13.5. Failure to Maintain. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Municipality may immediately terminate this Agreement.

#### 14. ASSIGNMENT

- 14.1. Assignment. Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the prior written approval of both Parties; consent shall not be unreasonably withheld.
- 14.2. Subcontracting. In the event Consultant wishes to directly engage a Consultant Subcontractor to perform certain Services under the Agreement, Consultant shall not subcontract portions of those Services without written approval of the Municipality, which approval shall not be unreasonably withheld. If the Consultant intends to subcontract portions of the Services, the Municipality must be provided with information detailing the skills, qualifications, and professionalism of the persons or entities with which Consultant intends to subcontract and the portion of the Services the subcontractor is proposed to perform.
  - 14.2.1. If the Parties agree to the use of Consultant Subcontractor, the Consultant remains responsible for the Consultant Subcontractor's performance or failure to perform. Consultant Subcontractors will be subject to the same performance criteria, applicable to the work performed, that would otherwise be expected of the Consultant. Performance clauses shall be included in agreements with all Consultant Subcontractors to assure quality levels and agreed upon schedules are met.

#### 15. CONFLICTS OF INTEREST

- 15.1. Ineligible for Other Contracts. In the performance of this Agreement, the Consultant may have access to and use of the Municipality's sensitive financial and management data as well as to proprietary data from various Municipality contracts and contractors. As such, the Consultant shall be ineligible to perform any

other contract for the Municipality without prior written authorization of the City Manager. This restriction shall remain in effect for the duration of the Agreement.

- 15.2. Other Clients. The Consultant will not review or perform any services regarding any application made to the Municipality by any other client of Consultant, unless the services Consultant performs for such client are unrelated to the Municipality. In such instance, Consultant shall disclose the relationship immediately to the City Manager, who may retain a third party or alternate service provider to Consultant for those services the performance of which by the Consultant would create a perceived or real conflict of interest. The fees for the alternate to Consultant shall be deducted from the fee paid to the Consultant.
- 15.3. Incompatible Relationships. Neither the Consultant nor any of its officers or employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 15.4. No Kickbacks. Neither Consultants nor any of its directors, officers or Consultant Personnel shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any Municipality purchases or transactions.
- 15.5. No Collusion. Consultant shall not collude with other Municipality service providers regarding Municipality business or matters. Consultant shall not enter into any business relationships with other Municipality service providers regarding Municipal business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion.
- 15.6. No Fees for Agreement. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Provided however, this provision does not encompass Consultant's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the Municipality shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the Parties hereto and no third party rights are intended or implied.

#### 17. RECORDS

- 17.1. Public Access. The Consultant understands that the public shall have access, at all reasonable times, to all records, documents, notes, work product, other material, and information pertaining to the Municipality, subject to the provision of O.C.G.A. §50-14-1 *et seq.* and agrees to allow access by the Municipality and the public to all documents subject to disclosure under applicable law.
- 17.2. Compliance Required. Consultant's willful failure or refusal to comply with requests for access may result in the immediate termination of this Agreement by the Municipality.

#### 18. OWNERSHIP OF DOCUMENTS

- 18.1. Intellectual Property Ownership. The Consultant shall own all rights to software code, processes, systems, chemical or mechanical representations not prepared exclusively for the Municipality with a non-exclusive non-transferable paid up royalty free license to the Municipality for the Term of this Agreement. No title or

ownership of any intellectual property is transferred to the Municipality under this Agreement. All rights to intellectual property that is developed solely by Municipality personnel prior to or during this Agreement are owned solely by the Municipality. In instances where the Municipality brings forth intellectual property marked as confidential and requests Consultant development and assistance, the parties shall separately negotiate such ownership rights for each instance.

- 18.2. Work Product Ownership. The Municipality shall retain ownership of all records, documents, notes, data, work product, deliverables, and other materials created by Consultant in the performance of the Services hereunder this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality.
- 18.3. Transfer of Documents. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored by Consultant pertaining to the Services will be provided to and become property of the Municipality.
- 18.4. Documents for Audit. At reasonable times, and for a period of up to three (3) years following the termination or conclusion of this Agreement, the Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.
  - 18.4.1. Consultant agrees to maintain all such books and records at its place of business for a period of three (3) years after final payment is made under this Agreement. Consultant shall make all necessary books and records available for audit in Fulton County, Georgia.
- 18.5. Confidentiality by Municipality. . Municipality will treat any information received under or through this Agreement in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by Municipality, or (b) prior to disclosure was already in Municipality's possession and not subject to an obligation of confidence imposed in another relationship, or (c) subsequent to disclosure is obtained from a third party whom is lawfully in possession of such information and not subject to a contractual relationship to Consultant with respect to such information, or (d) must be disclosed as required by law or court order. Municipality will work with the Consultant to implement and maintain a policy and procedure designed to protect proprietary and confidential information, and will keep any employee receiving such information from unauthorized publication and disclosure of such information. Municipality agrees that access to and dissemination of such information shall be limited to its employees having a need to know. Municipality shall continue to maintain appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.

## 19. NOTICES

- 19.1. Written Notice. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the Parties designate the following as the respective places for giving of notice:

If to the Municipality:  
Warren Hutmacher, City Manager  
City of Johns Creek  
12000 Findley Road, Suite 400  
Johns Creek, GA 30097

If to the Consultant:  
Jonathan A. Mantay, Vice President  
CH2M  
6600 Peachtree Dunwoody Road, Bldg 400, Suite 600  
Atlanta, GA 30328

- 19.2. Electronic Copy. A copy of any notice sent in writing shall also be sent by e-mail. For the present, the Parties designate the following as the respective individuals for giving e-mail copy of notices:

If to the Municipality:  
warren.hutmacher@johnscreekga.gov

If to the Consultant:  
wp.wright@ch2m.com

- 19.3. Changes in Designee. Either party shall give written notice to the other party of any change in its designee and/or place for giving notice.

## 20. DISPUTES

- 20.1. Discussion. In the event that either party believe there is a dispute regarding this Agreement, or any of its terms, conditions, or obligations, a designated representative of the Consultant identified in Section 19 Notices and the City Manager shall meet and discuss in an attempt to reach resolution on such dispute within the timeframe for such meeting requested by the aggrieved party or as otherwise provided within this Agreement. If said dispute cannot be settled through discussion, the Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.
- 20.2. Mediation. If a resolution is not reached within thirty (30) calendar days, the Parties shall refer the matter to non-binding mediation. The mediator shall be selected by joint agreement of the Parties within thirty (30) calendar days of the date of the last meeting discussing the dispute and such mediation shall be scheduled to occur as soon as is reasonably possible, depending on the nature of the dispute. Each party shall pay fifty percent (50%) of the third party costs of mediation.
- 20.3. Litigation. In the event that the mediator is not able to resolve the dispute, either Party may file for litigation.
- 20.4. Venue. When federal jurisdiction is permitted, the Parties submit to the jurisdiction of federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any federal action to enforce this Agreement shall be in United States District Court, Northern District of Georgia, Atlanta Division. Otherwise, venue for any action brought hereunder shall be brought in the Superior Court of Fulton County, Georgia.
- 20.5. Attorney's Fees. If either party is required to enforce the terms of this Agreement by court proceedings or otherwise due to breach of this Agreement, whether or not formal legal action is required, the prevailing party shall recover its attorney's fees and costs incurred due to such.
- 20.6. Continued Performance. Unless otherwise agreed in writing, Consultant shall continue to provide services during any dispute resolution proceedings. If Consultant continues to perform, Municipality shall continue to make payments in accordance with this Agreement.

*[continued on following page]*



## 21. DEFAULT

- 21.1. Default. An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:
- 21.1.1. The Consultant fails to perform the Services specified in the Agreement.
  - 21.1.2. The Consultant has refused or failed, except in the case for which an extension of time is provided, to supply properly skilled personnel.
  - 21.1.3. The Consultant has failed to obtain the approval of the Municipality where required by this Agreement.
  - 21.1.4. The Consultant fails to perform any of the other provisions of this Agreement, subject to any right to cure.
  - 21.1.5. The Consultant has been adjudged as bankrupt or the Consultant makes a general assignment for the benefit of creditors, appoints a receiver on account of insolvency, or files a petition to take advantage of any debtor's act.
  - 21.1.6. Any representation or warranty of either party hereunder is found to be false or inaccurate in any material respect which materially and adversely affects the legality of this Agreement or the ability of either party to carry out its obligations hereunder.
  - 21.1.7. The failure, refusal or other default by the Municipality in its duty to pay the amount required to be paid to the Consultant under this Agreement within thirty (30) days following the Due Date for such payment.
  - 21.1.8. Either party hereunder fails to perform any material obligation under this Agreement (unless such default is excused by a Force Majeure and to the extent provided herein).
- 21.2. Reasonable Cure. In the event of a default, the Agreement may be terminated after written notice of the default, which shall specify the default, provide both a demand to cure the default and a reasonable time to cure the default and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the default. For purposes of this section, "reasonable time" shall be fifteen (15) business days except when the failure affects the public health, safety or welfare, in which case reasonable time may be less than fifteen (15) business days. A failure to cure a default within the specified time shall result in termination of the Agreement on the date set forth in the notice of default if such notice of default has not been removed in writing.
- 21.3. Damages. The Consultant shall be liable for all damages resulting from default by the Consultant. The compensation to the Consultant through termination shall be prorated for any completed Services minus any damages assessed pursuant to default liability.
- 21.4. Other Remedies. Subject to the dispute provisions contained in Section 20. Disputes, either party may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the party. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The Parties' rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to either party in law or in equity.

## 22. TERMINATION

- 22.1. Fiscal Non-Appropriation. Financial obligations of the Municipality for the Agreement are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the

rules, regulations, and resolutions of the Municipality. Pursuant to O.C.G.A § 36-60-13(a)(1), this Agreement shall terminate absolutely and without further obligation on the part of the Municipality upon the failure to appropriate funds for the Agreement. In the event of the Municipality's termination for fiscal non-appropriation, the Consultant shall be paid for those Services performed up unto the point of fiscal non-appropriation.

- 22.2. Termination - Municipality. The Municipality may partially or fully terminate this Agreement upon up to ninety (90) calendar days written notice, with or without cause and with no penalty or additional cost beyond the Fees stated in this Agreement. In case of such partial termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) calendar days of the termination. Due to the lump sum price discount provided by the Consultant to the Municipality, in the event of partial or full termination of Services under this Agreement or termination of any other active service agreement between the Municipality and the Consultant, the Consultant will negotiate in good faith any modifications to said Scope and a commensurate increase or reduction in the fees in Exhibit D - Fee for Services to facilitate the partial termination in no more than ninety (90) calendar days of written notice.
- 22.3. Termination - Consultant. The Consultant may partially or fully terminate this Agreement upon one hundred and eighty (180) days written notice, with or without cause and with no penalty or additional cost beyond the Fees stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) calendar days of the termination. The Consultant will negotiate in good faith any modifications to said Services and a commensurate reduction in the fees in Exhibit D - Fee for Services to facilitate any partial termination of Services.
- 22.4. Equipment and Property. If this Agreement is terminated in whole or in part, the Consultant shall protect and preserve City Equipment and property in its possession in which the Municipality has an interest, until the Consultant has transitioned its Services to the Municipality or Municipality's designee.
- 22.5. Continuation. In the event of the full termination, or expiration of this Agreement, and in the further event that the Municipality is unable to provide the same level of services at the time of such termination or expiration, the then pending term of this Agreement may be extended by the Municipality for a period of ninety (90) days or until Municipality is capable, in its sole discretion, of rendering such services, whichever occurs sooner. The remuneration to be paid to Consultant will be negotiated by the Parties.

23. FORCE MAJEURE

Except as otherwise provided in Exhibit A – Scope of Services, neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, failure of a third party to cooperate in providing services, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.

24. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant represents and warrants that he/she/they has/have the authority to so executed this Agreement and to bind the Consultant to the performance of its obligations hereunder.

25. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Georgia and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

26. COUNTERPARTS

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

27. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final Agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

*[signatures on following page]*

City of Johns Creek, Georgia



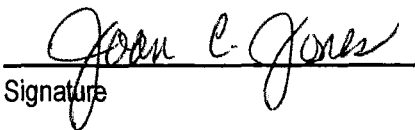
Signature

Name: Michael E. Bodker

Title: Mayor

Date: 9-20-2017

Attest



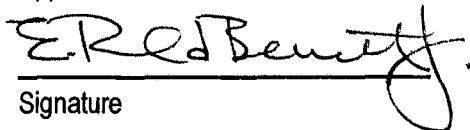
Signature

Name: Joan C. Jones

Title: City Clerk

Date: 9-20-2017

Approved as to Form

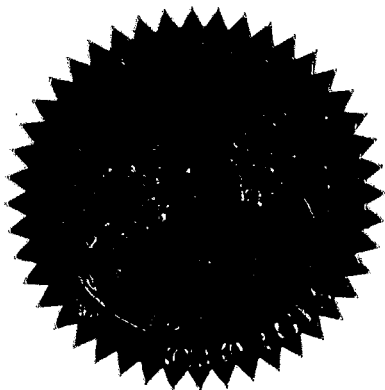


Signature

Name: E. Ronald Bennett Jr.

Title: City Attorney

Date: 9-20-17



CH2M Hill Engineers, Inc.



Signature

Name: JONATHAN MAWBY

Title: VICE PRESIDENT

Date: 9/22/2017

Attest

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF SERVICES

The Scope of Services articulates the services to be provided to the Municipality by the Consultant during the Term of the Agreement. The scope has been divided between the two service areas (Public Works and Recreation and Parks).

- Public Works scope components are listed on pages 22 through 49.
- Recreation and Parks scope components are listed on pages 50 through 63.

Within each service area, organization of components was informed by anticipated functional provision.

Where applicable, scope components are followed by italicized statements indicating current workload and performance requirements. Successful performance of the services will meet or exceed the listed performance requirements unless superseded by more specific Key Performance Indicators (found in Exhibit B – Key Performance Indicators), superseded by more specific Performance Measures (found in Exhibit C – Performance Measures and Workload Measures), or specific relief is granted by the City Manager, in his or her sole discretion.

### Public Works

Johns Creek's infrastructure -- its streets and sidewalks, traffic lights and signs, and all the behind-the-scenes equipment and structures owned by the City that form the physical backbone of the city -- are in the care of the Public Works Department. The Public Works Department is responsible for the management, development, safety, and maintenance of the City's roadways. Major functions of the department include streets maintenance, paving and striping, sidewalks, right of way maintenance, traffic signals, traffic sign maintenance, emergency preparedness as it relates to public works functions, traffic engineering, and capital project management.

#### Public Works - Management

1. Reporting Structure.....	22
2. Department Management .....	23
3. Other Departments and Divisions .....	23
4. Policies and Procedures .....	23
5. Ordinances.....	24
6. Transportation Master Plan.....	24
7. North Fulton Transportation Plan.....	24
8. Regional Transportation Plans.....	24
9. External Funding.....	25
10. Budget Recommendations.....	25
11. Litigation .....	25
12. Trends and Operational Improvements.....	25
13. Special Projects .....	26
14. Other Duties.....	26

**Public Works – Administration**

15. Budget Administration.....	26
16. Budgeted Procurements .....	26
17. Commendations and Complaints .....	27
18. Data Base Maintenance.....	27
19. Asset Inventory .....	27
20. Inquiries .....	27
21. Open Records Requests.....	27
22. Performance / Workload Tracking.....	28
23. Records Retention .....	28

**Public Works - Operations**

24. Community Education.....	28
25. Meetings .....	28
26. Operational Projects – Concepts .....	29
27. Operational Projects – Community Education.....	29
28. Operational Projects – Engineering .....	29
29. Operational Projects – Right-of-Way.....	30
30. Operational Projects – Preconstruction.....	30
31. Operational Projects – Construction – Management.....	31
32. Operational Projects – Construction – Monitoring.....	31
33. Operational Projects – Construction – Testing.....	31
34. Plan Review .....	32
35. Right-of-Way – Land Acquisition / Disposal .....	32
36. Right-of-Way Landscaping Improvements .....	33
37. Right-of-Way Work.....	33
38. Signs.....	33
39. Stormwater – Inspections (proactive).....	33
40. Streetlight and Pedestrian Light Requests .....	34
41. Traffic Control Center.....	34
42. Traffic Lane / Street Closures – Review for Events.....	34
43. Traffic Lane / Street Closures – Support for Events.....	35
44. Traffic Response Vehicle .....	35
45. Traffic – Requests for Calming.....	35
46. Traffic Studies .....	36
47. Traffic Studies – Proposed Developments .....	36
48. Utility Coordination – City Projects.....	36
49. Utility Coordination – Private Development.....	36
50. Utility Locations.....	37
51. Waste Management – Master Plan .....	37
52. Waste Management – Coordination.....	37
53. Waste Management – Community Outreach .....	37



54. Waste Management – Assist Code Compliance .....	38
<b>Public Works – Maintenance</b>	
55. Bridge – Maintenance .....	38
56. Bridge – Repair .....	38
57. Concrete – Maintenance and Repair .....	39
58. Detention Pond – Maintenance and Repair .....	39
59. Fiber Optic Network – Maintenance and Repair .....	40
60. Fleet – Repairs and Maintenance .....	40
61. Pavement Marking – Maintenance and Repair .....	40
62. Resurfacing – Recommendations .....	41
63. Resurfacing – Management.....	41
64. Resurfacing – Testing .....	41
65. Resurfacing – Monitoring .....	42
66. Right-of-Way – Maintenance and Repair .....	42
67. Street – Maintenance and Repair .....	42
68. Streetlight and Pedestrian Light – Maintenance and Repair .....	43
69. Stormwater Structures – Maintenance and Repair .....	43
70. Traffic Sign – Maintenance and Repair .....	44
71. Traffic Signal – Maintenance and Repair .....	44
72. Trail Marking / Track Striping – Maintenance and Repair .....	45
<b>Public Works - Capital Projects</b>	
73. Infrastructure Investments – Concept .....	45
74. Infrastructure Investments – Community Involvement and Education .....	45
75. Infrastructure Investments – Engineering.....	45
76. Infrastructure Investments – Right-of-Way.....	46
77. Infrastructure Investments – Preconstruction.....	46
78. Infrastructure Investments – Construction – Management.....	47
79. Infrastructure Investments – Construction – Testing .....	47
80. Infrastructure Investments – Construction – Monitoring.....	48
81. Infrastructure Investments – Construction – Monitoring – GDOT Projects.....	48
<b>Public Works - Emergencies</b>	
82. Emergency Preparedness.....	48
83. Emergency Repairs – Streets .....	48
84. Emergency Repairs – Traffic Signals .....	48
85. Emergency Response Activities.....	49
86. Emergency Operations Center.....	49
87. Winter Storm Response.....	49
<b>Public Works - Management</b>	
(1) Reporting Structure	
City Manager (or designee) manages the Public Works Director.	

*Workload: Regular communication with City Manager (or designee)*

*Workload: Bi-weekly meetings with City Manager (or designee)*

*Workload: Bi-weekly briefings on Council Agenda items from the Department*

*Workload: Complete, generate, and submit for review monthly activity/performance reports to demonstrate how work is forwarding established priorities of City.*

(2) Department Management

The Public Works Director manages all Public Works Department staff so that all departmental work requirements are performed effectively and efficiently.

*Workload: Current staffing includes 17 CH2M Full Time Equivalent employees – 2 in Administration, 5 in Transportation, 1 in Solid Waste, 5 in Traffic, 2 in Field Services, and 2 in Stormwater.*

*Workload: Current city staffing, managed by CH2M, includes 2 in Traffic Response Vehicle.*

*Workload: Current subcontractor staffing, overseen by CH2M, includes 17 Full Time Equivalent employees - 3 in Traffic Signal Operation (managed by Siemens ITS), 7 in Right-of-Way Maintenance (managed by Optech Monette), 3 in Utility Location Services (managed by USIC), 4 in Solid Waste Community Outreach (managed by Keep North Fulton Beautiful).*

*Workload: Current professional services budget includes working with 28 companies (and their professional staffs) – 21 on-call engineering companies (providing design and associated services), 3 on-call appraisal companies, 3 on-call right-of-way negotiation companies, and 1 firm for title services.*

(3) Other Departments and Divisions

Coordinate with other departments and divisions such as Community Development related to planning and zoning issues and the Fire Department for life safety code implementation.

*Workload: Daily coordination/communication/collaboration with other departments is necessary for the effective operation of the Public Works Department*

(4) Policies and Procedures

Prepare and recommend department-related processes, procedures, and policies and make amendments and/or improvements based on current circumstances, industry standards changes, and any other changes considered necessary to best serve the City and the City's interests.

*Workload: Federal and state policy/procedural requirements such as ADA requirements, Title VI requirements, GDOT/LAP processes, and FHWA processes.*

*Workload: Department Fee Schedule and written policies including Sidewalk Policy (amendments under consideration by Council) and Traffic Calming Policy (draft under consideration by Council).*

*Workload: Unwritten Department policies and processes for work including: right-of-way, streetlight requests, waste management, stormwater, signs and striping, signals, asphalt paving, sight distance enhancement, tree trimming, coordination with the Board of Education, after-hours calls, and emergency response.*

*Workload: Annualized average of 4 policy/procedure updates (2016 included drafting Sidewalk Policy, drafting Traffic Calming Policy, and updating radar permit)*

*Workload: During the first year of the Agreement, develop a written procedural manual to document each departmental procedural policy.*

*Workload: Conduct an annual staff-level review of each policy / procedure*

(5) Ordinances

Maintain the Streets, Sidewalks and Other Public Places Ordinance; the Solid Waste Ordinance; the Traffic and Vehicles Ordinance; and the Animal Control Ordinance and bring any recommended amendments or changes to the City Council for consideration. Enforce the aforementioned Ordinances through review of planned developments, special events, public assemblages, and activity within the City and coordinate with Code Enforcement and the Police Department in response to reported violations of the Ordinances. Coordinate with the Community Development Department related to their maintenance and enforcement of the Land Development Ordinance. Maintenance of ordinances includes researching and being aware of changes to state law that necessitate ordinance changes.

*Workload: No significant historical workload in terms of Ordinance amendments (in 2015 or 2016)*

*Workload: Annualized estimate of 100 instances per year of damage to or work without a permit in the right-of-way (by private contractors/property owners observed by staff or informed by residents such as damage to utility lines, sidewalk, roadway, or signal equipment) which require enforcement.*

(6) Transportation Master Plan

Administer the City's Transportation Master Plan including implementation of policies and programs outlined in the Plan and assist the Community Development Department with the annual update of the Short Term Work Program element of the City's Comprehensive Plan.

*Workload: Average of 1 annual update of the Short Term Work Program*

(7) North Fulton Transportation Plan

Coordinate and collaborate with other appropriate agencies and entities to update and administer the Johns Creek elements of the North Fulton Comprehensive Transportation Plan. Coordination and collaboration includes but is not limited to participating in relevant and related meetings with neighboring municipalities to forward the adopted plans and coordinate projects that cross municipal boundaries.

*Workload: Annualized average of 20 neighboring jurisdiction meetings per year (assuming 4 quarterly meetings with Fulton County, 2 with Forsyth County, 2 with Gwinnett County, 4 with the City of Alpharetta, 2 with Peachtree Corners, 2 with Roswell, and 4 quarterly regional planning meetings).*

(8) Regional Transportation Plans

Coordinate and collaborate with other appropriate agencies and entities to update and administer the Johns Creek elements of the Transportation Resource Implementation Program, the Regional

Transportation Plan, the Transportation Improvement Program, Plan 2040, 2040 Statewide Transportation Plan, and the Statewide Transportation Implementation Program. Coordination and collaboration includes but is not limited to participating in relevant and related meetings with agencies such as the Atlanta Regional Commission, the Georgia Department of Transportation, and other governments to forward the adopted plans and seek project funding.

*Workload: Annualized average of 24 regional meetings (assuming 12 TCC meetings, 4 GDOT quarterly meetings, 4 GDOT status meetings, 4 quarterly NFUCC meetings)*

*Workload: 9 Johns Creek projects included in the RTP (as of December 2016) and 12 Johns Creek projects in the 2010 TRIP*

(9) External Funding

Identify, write, and compile required information for available federal, state, and regional funding opportunities for the City that align with prioritized projects.

*Workload: Annualized average of 4 opportunities considered (including ARC bi-annual call for applications, GDOT annual call for applications, FHWA annual call for applications, and Georgia Transportation Infrastructure Bank annual call of applications, and end-of-year calls for remainder funding).*

*Workload: Annualized average of 10 applications completed; applications average 20 pages in length.*

*Historical Performance: Attained annualized average of \$600,000 of outside funding for prioritized construction projects.*

(10) Budget Recommendations

Following the Budget schedule promulgated by the Finance Director, identify and submit requests to forward the City's established level of operations, maintenance priorities, transportation plans, and Short Term Work Program for consideration.

*Workload: Average of \$4M in local annual expenditures on Public Works capital projects*

*Workload: Average of \$3M in federal/state reimbursement expenditures on Public Works capital projects*

*Performance: Submit recommendations with complete supporting documentation by deadlines for information.*

(11) Litigation

Provide support to the City Manager and City Attorney on all Public Works-related litigation. Reproduce all the applicable files and records. Consult with the City Attorney and any designated outside counsel regarding the history and facts of the case. Provide depositions on behalf of the City/Department. As necessary, serve as a City representative in the case of trial.

*Workload: No historical workload.*

(12) Trends and Operational Improvements

Research current and relevant trends, laws, and proposed legislation that might have an impact on the City and service delivery. Provide communication on the impact to the City Manager (or designee) as well as make suggestions related to operational improvements to increase efficiencies, improve service and reduce operating expenses. An example of a current and relevant trend in the intelligent traffic system area is autonomous vehicles. An example of operational improvements would be improvements to traffic flow in the non-grid environment.

*Workload: Quarterly reports to the City Manager (or designee)*

*Performance: Dollars saved from operational improvements and improvements to level of service within existing cost.*

**(13) Special Projects**

Oversee and coordinate with any consultants hired by the City for special projects related to Public Works (such as a North Fulton Comprehensive Transportation Plan major update or construction of major capital projects). Coordination includes managing any City project files and coordinating with impacted or affected organizations such as the Fulton County School System.

*Workload: 1-2 major special projects per year (2016 examples included North Fulton Comprehensive Transportation Plan and TSPLOST project list)*

**(14) Other Duties**

Identify and perform other duties and functions reasonable and customarily associated with the delivery of Public Works services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City Ordinances, and the laws of the United States and the State of Georgia where the need could be reasonably anticipated, but not specifically set forth above.

**Public Works - Administration**

**(15) Budget Administration**

Following the adoption of the annual Budget by the City Council, manage departmental spending including entering, reviewing, and approving invoices for purchase orders, purchases, payments, and reimbursements. Payments includes processing those required to fulfill adopted Intergovernmental Agreements budgeted for within the Public Works Department such as Animal Control and service contracts budgeted for within the Public Works Department such as streetlight, school flashers, and other traffic-related electricity. Reimbursements include those for federal and state funded capital projects. Budget administration also includes preparing information related to year end close out and audit. For capital projects, manage expenses across fiscal years in accordance with City policies.

*Workload: \$7.7M in annual department budget for Public Works (FY2017)*

*Performance: Review and process invoices by due dates*

**(16) Budgeted Procurements**

Following the adoption of the annual Budget by the City Council, manage departmental procurements including drafting the scope of work for task orders and contracts (for both local and non-local funding), working with the City Purchasing Manager to establish procurement schedules, prepare

advertisements, review, and make recommendations on consultant/contractor selections as well as entering, reviewing, and approving purchase orders based on the City's Purchasing Policy.

*Workload: Annualized average of 25 procurements*

*Workload: Annualized average of 8 informal bids managed directly by Public Works without assistance from the City Purchasing Manager*

(17) Commendations and Complaints

Investigate and address commendations and complaints related to the services of the Public Works Department received by the City.

*Workload: Average of 1 commendation received per month and 1 complaint received per quarter*

(18) Data Base Maintenance

Maintain an accurate and organized data base including records of decision-making process and original files of all transportation projects, traffic improvements, and field service projects.

*Performance: Digitize/scan, and file all records at the completion of each document*

*Performance: Digitize/scan, and file all records within 15 business days of the completion of each document*

(19) Asset Inventory

Coordinate with the Geographic Information Systems division to oversee the refinement, maintenance and updating of an inventory of all built-environment assets including but not limited to roads, bike lanes, sidewalks, trails, traffic signals, street signs, streetlights, pedestrian lights, guard rails, traffic calming devices, bridges, stormwater catch basins, and inlet structures. Maintain an inventory for smaller equipment (cones and barricades).

*Workload: Annualized average of 5 map updates (considering 2012-2015 data)*

*Performance: Coordinate with GIS within 5 business days following action necessitating inventory/map updates*

(20) Inquiries

Respond to inquiries from citizens, boards and commissions, the development community, and elected officials regarding transportation, traffic, and any activity related to the Public Works Department. Inquiries are received by various means including but not limited to phone, e-mail, fax, and office visit. Inquiries include requests related to the control of animals as provided by the Intergovernmental Agreement with Fulton County (for reports of rabid animals, animal bites, and cruelty to animals).

*Workload: Annualized estimate of 4,000 phone calls, e-mails, social media, and in-person inquiries (including an estimated 500 inquiries related to animal control services).*

*Performance: Inquiries returned within 1 business day of receipt*

(21) Open Records Requests

Coordinate with the City Clerk's Office to assess and fulfill any and all Open Records Requests related to the records of the Public Works Department.



*Workload: Annualized average of 132 requests (12 related to traffic and 120 related to right-of-way acquisition)*

*Performance: Review request and determine timeframe for producing documents within three days of receipt by the City Clerk's Office*

(22) Performance / Workload Tracking

Track, maintain, and report performance indicators for Public Works established in coordination with the City Manager (or designee).

*Workload: Currently tracking 30 workload and performance areas*

*Performance: Remit data monthly by the 5<sup>th</sup> of the month following*

(23) Records Retention

Maintain all City records in the Public Works Department, including project records, in accordance to the City's records retention policy including both archival and destruction.

*Workload: Annualized estimate of 30 projects a year (including smaller projects such as landscaping or concrete repair and larger projects such as road widening)*

**Public Works - Operations**

(24) Community Education

Provide information to the Communications Department for the dissemination of educational material about the services of the Public Works Department (such as presentations, guides, and graphs for the website and town halls or community meetings) as directed by the City Manager (or designee). Meet with organizations and community groups (*Keep North Fulton Beautiful, Leadership Johns Creek, Cub Scouts, Boy Scouts, Girl Scouts, and Fulton County Schools (for events as Science Fair and Career Day)*) as audiences are requested.

*Workload: Annualized average of 15 business-hours presentations for civic/school groups (based on 2016 data)*

*Workload: Annualized average of 28 after-hours meetings with 2-3 staff members at each meeting (based on Q4 2016 data)*

*Performance: Provide information and meet with organizations as requested*

(25) Meetings

Attend city meetings to represent Public Works (such as City Council meetings) and attend regional meetings (such as Atlanta Regional Commission meetings, Georgia Department of Transportation, Georgia Regional Transportation Authority meetings, and the North Fulton Utility Coordinating Council) to represent the City. Attend meetings with neighboring jurisdictions (such as Alpharetta, Roswell, Gwinnett, Forsyth, Duluth, and Peachtree Corners to coordinate projects, plans, and regional mobility). Attend task force and partner organizations meetings to forward priorities of the City.

*Workload: Annualized average of 24 Council Work Sessions/Meetings*

*Workload: Annualized average of 24 regional meetings (assuming 12 TCC meetings, 4 GDOT quarterly meetings, 4 GDOT status meetings, 4 quarterly NFUCC meetings)*

*Workload: Annualized average of 20 neighboring jurisdiction meetings per year (assuming 4 quarterly meetings with Fulton County, 2 with Forsyth County, 2 with Gwinnett County, 4 with Alpharetta, 2 with Peachtree Corners, 2 with Roswell, and 4 quarterly regional planning meetings).*

(26) Operations Projects – Concepts

Within the resources approved in the Budget, complete concept designs to address operational concerns. Concept designs include the preparation of preliminary geometric alignments, typical sections, payment designs, a planning level of service analysis, and identification of right-of-way and utility relocations.

*Workload: \$45,000 in FY2017 (included in Professional Services line item for “transportation planning”) for Concept operational projects*

*Workload: 21 on-call engineering companies (providing design and associated services)*

*Workload: Annualized estimate of 100 projects (including small concepts such as restriping efforts and tuff curb projects)*

*Performance: Complete projects within budget*

(27) Operations Projects – Community Education

For conceptualized operational projects that will impact property owners, unless otherwise directed by the City Manager (or designee), provide information to the Communications Department for community involvement and education related to the project (such as presentations, guides, and graphs for the website and town halls or community meetings).

*Workload: FY2016 community involvement and education for projects such as Long Indian Creek traffic calming tuff curb project; Sargent Road roundabout; flashing yellow light informational meetings about GDOT's adoption as state standard; ten meetings related to Barnwell; traffic calming projects related to Thornhill, Winfield, Prestwick, and River Club; three meetings related to St. Ives crosswalk/safety; and Parsons Bridge neighborhood meetings.*

*Performance: Conduct community education as part of concept design projects impacting property owners*

(28) Operations Projects – Engineering

Within the resources approved in the Budget, complete engineering projects to address operational concerns. Managing engineering projects shall include the preparation of scopes for procurement documents, evaluation of proposals, and recommendation for awards. Manage awarded engineering contracts for physical investigation on site to develop details plans of the existing environment including detailed planimetric surveys of the project area/corridor. Develop horizontal (curves) and vertical (grades) alignments. Determine specific types of soils on site and develop preliminary designs for containing runoff including storm drains, determining hydraulic and structural characteristics of the project's design, and developing a sediment control plan for use during the construction. Determine the amount of right-of-way necessary for the project. If applicable, determine intersection geometrics with other roads along the length of the project (including determining number of approach and receiving lanes, cross walks, exclusive left or right turn lanes, etc.). Develop final concepts for the design of the

project at a more detailed scale than concept and preliminary design. Determine if special structures are necessary to mitigate noise impacts along the length of the project (walls, berms, etc.). Determine environmental impacts and any necessary mitigation measures necessary to comply with wetlands, forest conversation, and other regulations. Develop a construction sequence for phasing the different elements of construction activities including interim traffic control, phasing removal of existing paving/demolition, phasing of construction activities, etc. Itemize construction elements to develop cost estimates such as tons of asphalt at \$x/ton.

*Workload: \$175,000 in FY2017 (included in Professional Services line item for "engineering services") for engineering for operational projects*

*Workload: 21 on-call engineering companies (providing design and associated services)*

*Workload: Annualized estimate of 100 projects (including small concepts such as restriping efforts, tuff curb projects, and storm drain repairs)*

*Performance: Complete projects within budget*

(29) Operational Projects – Right-of-Way

Within guidelines established by the City, Georgia Department of Transportation, and Federal Highway Administration, perform right-of-way acquisition and manage right-of-way acquisition partners (negotiators, appraisers, attorneys) to communicate and negotiate with property owners for acquisition of temporary easements, permanent easements, right-of-way and property needed for construction of maintenance projects. Right-of-way work also includes research of property ownership, reviewing comparable sales, cost-estimating for acquisitions, and obtaining right-of-entry for construction.

*Workload: Annualized average of 20 projects (based on extrapolating Q4 2016 data)*

*Workload: Average of 6 parcels involved in each operational project*

*Workload: \$245,000 in FY2017 (included in Contracted line item - \$75K Drainage Rehabilitation, \$90K Intersection Geometric Improvements, and \$80K Stormwater Management Program) for Right-of-Way and Construction for maintenance projects*

*Workload: 3 on-call appraisal companies, 3 on-call right-of-way negotiation companies, and 1 firm for title research.*

*Performance: Value of right-of-way donated to City (opposed to purchased)*

*Performance: Complete projects within budget*

(30) Operational Projects – Preconstruction

Coordinate all aspects of preconstruction including but not limited to the preparation of anticipated project budget and schedules, preparation of scopes for procurement documents, evaluation of proposals, recommendation for awards, communication with the public and City Council, design review, review of contractor's project schedule, and permitting.

*Workload: Annualized estimate of 50 projects*

*Workload: \$245,000 in FY2017 (included in Contracted line item - \$75K Drainage Rehabilitation, \$90K Intersection Geometric Improvements, and \$80K Stormwater Management Program) for Right-of-Way and Construction for operational projects*

*Performance: Complete project on-time and within budget*

(31) Operational Projects – Construction – Management

Within the resources approved in the Budget, manage all aspects of construction including serving as the point of contact for all communication between the city, the contractor, design engineer, material testing company, adjacent property owners, and other affected parties; perform all construction-related administrative activities including correspondence and document control; ensure compliance with contract documents and city standards and specifications; conduct project meetings throughout construction; review and process contractor progress payments as commensurate to monitored construction progress; evaluate and negotiate change orders; conduct technical reviews of construction documents; document changes to the design and coordinate as-built drawings; provide coordination and review of contractor's staging and detour plans; coordinate communication to the public and Council with the Communications Department; supervise project closeout activities; complete final inspections; supervise post-construction services as needed for project closeout and warranty issues; maintain production reports reflecting time and costs dedicated to individual construction projects; and collaborate with the Finance Department to financially close out each construction project as required for fiscal year end closeout. For projects with state and/or federal funding, acquire and maintain all documentation for audit and compliance. Construction management includes performing construction engineering and inspection (CEI) services in-house and/or managing CEI companies as budgeted for in project.

*Workload: Annualized estimate of 70 smaller projects and 6 larger projects*

*Workload: FY2016 examples of larger projects include Jones Bridge (from Abbotts to Sargent) for \$500K, Alvin Road Sidewalk and Drainage for \$300K, Morton Road Sidewalk and Drainage for \$219K, Bell Road Drainage for \$76K, Fox Road Drainage for \$85K, State Bridge Operational Improvements (from Chattahoochee River to Medlock Bridge) for \$157K, and East Fox Road for \$130K*

*Performance: Complete project on-time and within budget*

(32) Operational Projects – Construction – Monitoring

Maintain a daily presence on active construction sites to monitor (including representative photography) the contractor's progress and enforce all requirements of applicable codes, contract documents, and city standards and specifications; review and monitor the construction schedule.

*Workload: Annualized estimate of 70 smaller projects and 6 larger projects*

*Workload: FY2016 examples of larger projects include Jones Bridge (from Abbotts to Sargent) for \$500K, Alvin Road Sidewalk and Drainage for \$300K, Morton Road Sidewalk and Drainage for \$219K, Bell Road Drainage for \$76K, Fox Road Drainage for \$85K, State Bridge Operational Improvements (from Chattahoochee River to Medlock Bridge) for \$157K, and East Fox Road for \$130K*

*Performance: Complete project on-time and within budget*

(33) Operational Projects – Construction – Testing

Utilize materials and soil testing to verify and confirm project feasibility and avoid future change orders. Managing contracted material testing companies including any necessary project-related meetings, construction site monitoring of testing, technical reviews of testing results, and monitoring the materials testing company's work to enforce all requirements of applicable codes, contract documents, and city standards and specifications.

*Workload: Annualized estimate of 25 projects*

*Workload: Example projects from FY2016 included footings for traffic poles, core testing for asphalt, density checks, concrete cylinders, and soil borings.*

*Performance: Complete project on-time and within budget*

#### (34) Plan Review

Review development plans (submitted through the Community Development Department), permit applications for work in the right-of-way (way including street cuts, street lights, utility work, and other related requests), and requests for lane or street closures for compliance applicable local, state, and federal codes (including but not limited to the Traffic and Vehicles Ordinance; the Streets, Sidewalks and Other Public Places Ordinance; the Solid Waste Ordinance; and the Animal Control Ordinance) and state-of-the-art practice engineering standards. Coordinate with Community Development permitting division to either issue a permit or a letter stipulating corrections required in order to issue a permit in compliance with the review standards. Plan review shall include meetings as necessary to provide input related to Public Works impacts of existing or proposed developments. Coordinate removal of any abandoned infrastructure (poles, pipes, cables). All requests and approved permits should be tracked in an electronic database and as appropriate forwarded to the Geographic Information Services division for processing.

*Workload: Annualized average of 160 final plat and Land Disturbance Permit plan reviews (based on 2016 and 2015 data)*

*Workload: Annualized average of 195 utility and right-of-way permits (based on 2015, 2016 data)*

*Workload: Annualized average of 25 sign permits*

*Workload: Annualized average of 15 fence permits*

*Workload: Annualized average of 20 rezoning applications*

*Workload: Annualized average of 200 right-of-way encroachment permits*

*Workload: Annualized average of 90 hydrology studies*

*Workload: Annualized average of 25 right-of-way dedications*

*Performance: Review plans within 10 business days of receipt*

#### (35) Right-of-Way – Land Acquisition / Disposal

Conduct research and verifications for land acquisition and disposal requests from City Administration and City Department Heads including right-of-way abandonment requests, right-of-way privatization requests, right-of-way dedications from developers, right-of-way requests from utility companies, easement requests, roadway donations, due diligence activities for land acquisitions (including Phase I Environmental Assessments, appraisals, surveys, and title research), and due diligence activities for land disposal.

*Workload: FY2016 included due diligence activities for purchase of Cauley Creek Park (roughly 133 acres), purchase of Technology Park Linear Park (roughly 20 acres), purchase of 11360 Lakefield Drive (7 acres), and consideration of other properties.*

*Workload: Annual consolidated report of right-of-way dedications to Council*

(36) Right-of-Way – Landscaping Improvements

Within the resources approved in the Budget, manage all aspects of right-of-way (including medians and roundabouts) landscaping beautification from design to installation. Create landscape plans for smaller projects and consults with landscape architects for planting plans for larger projects that provide beautification and four season color throughout the city.

*Workload: \$75,000 in FY2017*

*Performance: Install any budgeted landscaping improvements during peak planting season*

(37) Right-of-Way Work

Monitor (including representative photography) active permitted right-of-way work (including street cuts, street lights, utility work, and other related requests) to enforce all requirements of applicable codes, contract documents, and city standards and specifications as well as coordination with local utility providers regarding the activity. Monitor the right-of-way for unpermitted activity.

*Workload: Annualized average of 195 utility and right-of-way projects (based on 2015 and 2016 data)*

*Performance: Maintain a regular presence on active work sites (utility construction is not continuous)*

(38) Signs

Design and coordinate production of signs for construction projects, public safety, parks, and other city needs.

*Workload: Annualized estimate of 50 signs per year.*

*Performance: Submit preliminary sign design to requesting city department within 5 business days of request.*

*Performance: Order or manufacture sign to requesting city department within 5 business days of design approval.*

(39) Stormwater – Inspections (proactive)

The City has a current Municipal Separate Storm Sewer System (MS4) inventory and must inspect 20% of the MS4 a year. Annually, conduct inspections to assess the condition ponds, structures, and conveyances.

*Workload: Annualized average of 1,173 stormwater structures inspected (20% of inventory)*

*Workload: Annualized average of 143 stormwater ponds inspected (20% of inventory)*

*Workload: Annualized average of 121 stormwater outfalls inspected (20% of inventory)*

*Workload: Annualized average of 1,345 stormwater conveyances (pipes) inspected (20% of inventory)*



*Performance: Inspect 20% of the City's stormwater management system*

(40) Streetlight and Pedestrian Lights Requests

Review and manage the petition process to coordinate with power companies for new streetlight or pedestrian lights requested by homeowner associations. For new streetlights and/or pedestrian lights requested on collectors and arterial roads (outside of homeowners associations who would otherwise pay for requested lights) and requested by citizens, businesses, developers, or determined necessary by the contractor, submit completed requests for new lights to the City Manager (or designee) for approval and routing to City Council for consideration. If approved, coordinate with utility providers for installation.

*Workload: Annualized average of 25 new streetlight requests*

*Performance: Forward approved new streetlight requests forwarded to utility providers and coordinated for installation*

(41) Traffic Control Center

Operate the Traffic Control Center including but not limited to actively monitoring seven hours of peak traffic (typically 6:00 a.m. – 9:00 a.m. and 4:00 p.m. – 8:00 p.m.) to optimize traffic signal timing, improve traffic flow, and ensure predictable travel times throughout the City. As appropriate, change signal timing in real time as incidents occur. Coordinate with public safety officials and agencies (including police, fire, 9-1-1 Center), transportation officials and agencies (Georgia Department of Transportation, surrounding jurisdictions), field reports (from the Traffic Response Vehicle, other staff and contractors), Fulton County Schools, and Waze (Google's community-based traffic and navigation application).

*Workload: Traffic Control Center includes 14 video screens, 42 camera feeds, and 6 computers*

*Workload: System includes 74 traffic signals, 30 school flashers, 2 vehicle approaching signs, 1 HAWK pedestrian crossing, 2 pedestrian warning signals, 5 lighted STOP signs, and 13 radar signs*

*Workload: Typical peak traffic hours (6:00 a.m. – 9:00 a.m. and 4:00 p.m. – 8:00 p.m.) Monday-Friday, 52 weeks a year, excluding 11 city holidays*

*Workload: Critical arterials include: Medlock Bridge Road, State Bridge Road, Abbotts/Kimball Bridge Roads, Old Alabama Road, McGinnis Ferry Road, Haynes Bridge Road, and Johns Bridge Road.*

*Performance: Actively monitor system (daily on workdays) to improve traffic during seven hours of peak traffic*

*Performance: Travel time reliability (within average range of deviation) for critical arterials during peak hours and off-peak hours*

(42) Traffic Lane / Street Closures – Review for Events

Review special events and public assemblage requests (submitted through the Community Development Department) for lane closures, street closures, and/or event-associated traffic requirements and impacts to determine requirements for traffic control and other coordination to

maintain orderly traffic flow during special events / public assemblages. Coordinate with Community Development to either issue a permit or a letter stipulating corrections required in order to issue a permit in compliance with the standards for lane and/or street closures. Plan review shall include including meetings as necessary to provide input related to Public Works impacts of existing or proposed special event / public assemblage.

*Workload: Annualized average of 25 special event plan reviews*

*Performance: Review plans within 10 calendar days of receipt*

(43) Traffic Lane / Street Closures – Support for Events

For permitted special events and public assemblages, as deemed appropriate and necessary during the permitting process monitor and control traffic flow through the Traffic Control Center.

*Workload: Annualized average of 3 special events (Arts Festival, Founders Day/Holiday Parade, and average of one non-city event) requiring monitoring and traffic control through the Traffic Control Center*

(44) Traffic Response Vehicle

Manage the City personnel staffing the Traffic Response Vehicle during the morning and evening rush hours by monitoring their work, enforcing all applicable codes, city standards, and specifications. Monitoring includes but is not limited to review of response and prioritization of efforts to provide assistance to the motoring public for vehicular emergencies (such as flat tires, breakdowns, running out of gas, and relocating vehicles), daily activity briefings, regular communication, weekly meetings, and reviewing monthly activity/performance reports.

*Workload: Daily activity briefings with city personnel*

*Workload: Annualized average of 320 traffic incidents cleared (based on Q4 2016 data)*

*Workload: Annualized estimate of 600 traffic incidents based on Q1 2017 data*

*Workload: Annualized average of 692 vehicles supported (based on Q4 2016 data)*

*Workload: Review of activity/performance reports to ensure assistance to the motoring public is completed within established priority timeframes.*

*Performance: Provide assistance to the motoring public during rush hours (6:00 a.m. – 9:00 a.m. and 4:00 p.m. – 7:00 p.m.) Monday-Friday, 52 weeks a year, excluding 11 city holidays*

(45) Traffic – Requests for Calming

Within a policy established by the City (currently under consideration), work with neighborhoods (including communication and meetings as necessary) requesting traffic calming to understand community concerns and potential solutions, navigate established approval processes, and implement all approved solutions.

*Workload: FY2016 traffic calming requests received from Long Indian Creek, Thornhill, Winfield, Prestwick, and River Club*

*Workload: FY2016 included 10 after-hours meetings related to traffic calming requests*

*Performance: Evaluate traffic calming requests, implement approved solutions*

(46) Traffic Studies

Conduct traffic studies for requested traffic calming, intersection sight distance inquiries, and traffic signal and STOP sign warrant studies. Conducting traffic studies should include but not be limited to determining the geographic limits and study parameters, collecting traffic counts and data, evaluating the Level of Service, considering crash/accident data and trip rates. As budgeted, manage subcontractors producing traffic studies for capital projects and planning studies.

*Workload: Annualized estimate of 50 traffic studies*

*Workload: \$32,500 in FY2017 Budget (Professional Services, \$7,500 for traffic counts and \$25,000 for traffic modeling)*

*Performance: Acknowledge citizen requests for traffic studies within 1 business day of request*

*Performance: Complete preliminary review within 3 business days of request*

(47) Traffic Studies – Proposed Developments

Determine if traffic studies are warranted for proposed developments (submitted through the zoning or land disturbance processes overseen by the Community Development Department). Review submitted traffic studies to assess the effects that a particular development's traffic will have on the surrounding transportation network for consideration and use in evaluating if the scale of a development is appropriate for a particular site and what improvements may be necessary, on and off site, to provide safe and efficient access and traffic flow.

*Workload: Annualized average of 20 rezoning applications*

*Performance: Review studies within 10 business days of receipt*

(48) Utility Coordination – City Projects

Coordinate, communicate, and meet with utility providers (including but not limited to communications, power, light, electricity, gas, water, pipeline, and sewer) and utility design engineers for abandoning, altering, deactivating, installing, modifying, moving, removing, and verifying locations of utilities as needed for construction projects. Coordination includes preliminary survey work, managing subsurface utility engineering (SUE), vacuum excavation, and test holes on construction projects to field-verify locations of utilities. Coordination also includes utility certification on Federal Highway Administration and Georgia Department of Transportation projects.

*Workload: Annualized average of 50 projects*

*Workload: FY2016 examples of larger projects included Jones Bridge (from Abbots to Sargent), Alvin Road Sidewalk and Drainage, Morton Road Sidewalk and Drainage, Bell Road Drainage, Fox Road Drainage, State Bridge Operational Improvements (from Chattahoochee River to Medlock Bridge), and East Fox Road.*

*Workload: Utility coordination budget regularly included within construction budget for operational or capital projects.*

*Performance: Complete project on-time and within budget*

(49) Utility Coordination – Private Development

Coordinate, communicate, and meet with utility providers (including but not limited to communications, power, light, electricity, gas, water, pipeline, and sewer) and utility design engineers for abandoning,

altering, deactivating, installing, modifying, moving, removing, and verifying locations of utilities as needed for private development projects. The desired effects of utility coordination for private development is to ensure that utilities are placed in accordance with city, state, and federal standards (such as depth and spacing requirements) and to protect the city's utilities and other infrastructure in the right-of-way.

*Workload: Annualized average of 500 private development utility coordination projects.*

*Performance: Ensure all new utilities are placed in accordance with depth and spacing requirements.*

(50) Utility Locations [current subcontractor is USIC]

Manage the City's subcontractor for utility locations by monitoring the subcontractor's work and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to review of utility location work orders for the subcontractor's completion, review daily activity reports, regular communication, periodic meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Annualized average of 3,600 locates completed*

*Performance: Complete locates within 72 hours of work order issuance*

(51) Waste Management – Master Plan

Maintain the City's Solid Waste Master Plan as required by the Department of Community Affairs to include listing of disposal sites utilized by the city and its haulers. Maintain an inventory of solid waste haulers serving the City, including information about the rates charged, availability of recycling, and tonnage of material hauled.

*Workload: 8 solid waste haulers registered to operate in the City*

*Performance: Annually check base rates with each waste hauler*

*Performance: Ensure adequate solid waste collection and disposal capacity*

(52) Waste Management – Coordination

Manage solid waste and recycling hauling and disposal for City departments and special events.

*Workload: Annualized average of 3,600 cubic yards of solid waste and recycling*

*Workload: \$12,000 in FY2017 Budget for 1 waste roll-off container, 1 recycling roll-off container, and 1 recycling dumpster (containers and dumpsters located at City parks)*

*Workload: Maintenance contracts in FY2017 Budget include additional: 2 roll-off containers and 3 waste dumpsters (containers and dumpsters located at City parks)*

*Workload: Annualized average of 9 special events for which coordination of solid waste and recycling disposal is required.*

(53) Waste Management – Community Outreach

Within the resources approved in the Budget, manage the City's contract for solid waste reduction and community outreach events (current contract with Keep North Fulton Beautiful (dba Keep Johns Creek Beautiful)). Management of the contract includes coordinating with the Communications Department for promotion and outreach for annual and quarterly events. Management includes assisting in event planning and organization, reviewing and approving final event plans, supervision of Keep North Fulton Beautiful staff at events, scouting segments of creek for Creek Crawl, and participation in Hero for a Day activities.

*Workload: 5 annual events (Christmas Tree Recycling – 120,000 lbs of recycled material; household hazardous waste collection event – 90,000 lbs of material; bulk recycling event – 28,000 lbs of material; Creek Crawl – cleanup of ½-1 mile segment of Johns Creek – 500 lbs of material; and Hero for a Day – community service day)*

*Workload: 1 quarterly event (document shredding – total of 110,000 lbs of material)*

*Workload: \$60,000 in FY2017 for household hazardous waste collection event*

*Workload: \$55,000 in FY2017 for other events, environmental education, and waste reduction*

*Performance: Promote reduction of per capital rate of solid waste disposed in solid waste facilities to no more than 5.74 pounds per day by 2018*

**(54) Waste Management – Assist Code Compliance**

Assist Code Compliance officers in responding to reports and complaints concerning solid waste and related matters. Assistance includes attending court associated court sessions if a citation is eventually issued.

*Workload: Annualized average of 60 calls/complaints associated with the Solid Waste Ordinance*

**Public Works - Maintenance**

**(55) Bridge – Maintenance [current subcontractor is Optech]**

Functioning as an owner's representative, manage the City's subcontractor for bridge maintenance by monitoring the subcontractor's work (cleaning bridge decks, trimming vegetation, and clearing debris from under bridges) and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of bridge-related work orders for the subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: 12 bridges*

*Workload: Weekly meetings with subcontractor*

*Workload: Review of activity/performance reports to ensure work orders are completed within established priority timeframes.*

*Performance: Prioritize bridge maintenance-related work orders for subcontractor and verify timely and sufficient completion of work*

**(56) Bridge – Repair**

Functioning as an owner's representative, coordinate with the Georgia Department of Transportation to include recommendations for bridge repair and replacement within GDOT's bi-annual inspection report of bridges. Coordinate with GDOT to maximize cost-sharing opportunities for any needed bridge maintenance and repair.

*Workload: 12 bridges*

*Workload: Bi-annual inspection report of bridges*

*Performance: Inclusion of needed bridge repair and replacement in GDOT reports*

*Performance: Percentage of external funding leveraged for repair and replacement*

(57) Concrete – Maintenance and Repair *[current subcontractor is Georgia Management Agency]*

Functioning as an owner's representative, manage the City's subcontractor for concrete maintenance and repair (sidewalks, curbs, and gutters) by issuing work orders; monitoring, inspecting, and approving the subcontractor's work; and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of street-related work orders for the subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Daily activity briefings with subcontractor*

*Workload: Annualized estimate of 100 concrete construction and repair projects*

*Workload: Annualized average of 3,866 square feet of sidewalk replaced/repared (based on 2015 and 2016 data)*

*Workload: Annualized average of 550 linear feet of curb and gutter replaced (based on 2015 and 2016 data)*

*Workload: Weekly meetings with subcontractor*

*Workload: Review of activity/performance reports to ensure work orders are completed within established priority timeframes.*

*Performance: Prioritize concrete maintenance-related work orders for subcontractor and verify timely and sufficient completion of work*

(58) Detention Pond – Maintenance and Repair *[current subcontractor is Optech]*

Functioning as an owner's representative, manage the City's subcontractor for detention pond maintenance and repair (including removal of trash and debris; removal of poisonous vegetation and noxious weeds; removal/cleanup of an contaminants and pollutants; removal/destruction of any rodents or insects; removal of tree growth that interferes with maintenance activity; removal of dead, diseased, or dying trees; stabilization of eroded sides or slopes; removal of sediment; and repair or replacement of liner) by monitoring the subcontractor's work and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of detention pond-related work orders for the subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes



preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: 5 detention ponds in Newtown Park, 2 detention pond in Shakerag Park, 1 detention ponds in Ocee Park, 1 detention pond at Fire Station #61, 1 detention pond at Fire Station #62 (4 retention/detention ponds in Technology Park are not presently included in this component)*

*Performance: Prioritize detention pond-related work orders for subcontractor and verify timely and sufficient completion of work*

(59) Fiber Optic Network – Maintenance and Repair

Functioning as an owner's representative, maintain the City's entire fiber optic network, field switches, cameras at intersections, in-house server, and equipment (upon which the Traffic Control Center and other communications and information technology depend). Maintenance includes performing any needed repair and replacement to be completed in accordance with applicable codes, city standards, and specifications. Maintenance of the network also includes coordination and collaboration with utility providers, contractors, and subcontractors performing utility work within the City.

*Workload: 74 total traffic signals (69 signals, 69 switches, and 42 cameras connected to ITS) and 5 fiber loops, 1 server, 2 house switches included in the overall ITS system*

*Performance: Maintain 98% system uptime of fiber optic network*

(60) Fleet – Repairs and Maintenance

Fill up vehicles with gasoline as needed and keep vehicles clean (including car washes) for vehicles and equipment routinely utilized by Public Works. Coordinate with the Facilities Department for routine maintenance (such as oil changes, tire rotation, tire replacement, and repairs) for vehicles and equipment routinely utilized by Public Works.

*Workload: Vehicles – 6 Public Works vehicles and 2 trucks dedicated to Traffic Response Vehicle*

*Workload: Equipment – Traffic Response Vehicle Trailer and Bobcat*

*Workload: \$11,660 in FY2017 Budget for vehicular/equipment repairs/maintenance*

(61) Pavement Marking – Maintenance and Repair

Maintain and repair existing pavement markings. Investigate opportunities to optimize traffic operation and flow through redesign of pavement markings and use of pavement devices to reduce or eliminate conflicting or dangerous traffic situations. For pavement markings requiring maintenance and repair, prepare anticipated project budget and schedule, prepare scopes for procurement documents, evaluate proposals, and recommend a firm for award. Manage selected subcontractor for pavement marking by monitoring the subcontractor's work and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of installation of pavement markings for the subcontractor's completion, regular communication, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Annualized estimate of 50 pavement marking projects*

*Workload: FY2017 Budget of \$150,000 for pavement marking projects*

(62) Resurfacing – Recommendations

Within the resources approved in the Budget and the policies established by the City, recommend streets for resurfacing and reconstruction. Recommendations shall include the preparation of anticipated segment budgets and schedules, preparation of scopes for procurement documents, evaluation of proposals, recommendation for awards and review of subcontractor's project schedule.

*Workload: FY2017 program \$6.025M; FY2018 program anticipated at \$6M (including \$3.5M from reserves); FY2019 and forward anticipated at \$2.5M*

*Performance: Recommendations and full background information provided to City Clerk annually for inclusion in Council agenda by the end of March.*

(63) Resurfacing – Management

Manage all aspect of resurfacing and reconstruction including serving as the point of contact for all communication between the city, the contractor, material testing company, adjacent property owners, and other affected parties; perform all construction-related administrative activities including correspondence and document control; ensure compliance with contract documents and city standards and specifications; conduct project meetings throughout resurfacing (including with neighborhood homeowners associations, Fulton County Water and Sewer Department, Georgia Department of Transportation, Construction Engineering Inspection service providers, and utility contractors); review and process contractor progress payments as commensurate to monitored construction progress; evaluate and negotiate change orders; document changes to the resurfacing plans; provide coordination and review of contractor's staging and detour plans; coordinate communication to the public and Council with the Communications Department; supervise project closeout activities; complete final inspections; supervise post-resurfacing services as needed for project closeout and warranty issues; maintain production reports reflecting time and costs dedicated to individual resurfaced roadway segment; and collaborate with the Finance Department to financially close out each construction project in a timely manner.

*Workload: FY2016 included 26 subdivisions and 4 main roads*

*Performance: Notify all residents and businesses adjacent to roads being resurfaced one week prior to the commencement of resurfacing activities. For commercial corridors this includes both written, electronic, and message board notifications. For residential streets this includes written and electronic notifications.*

*Performance: On a daily basis, verify completion of routine punch list items (damaged mailboxes, tack on driveway, debris in gutter, etc.) throughout resurfacing projects.*

(64) Resurfacing – Testing

Manage contracted material testing companies and construction engineering inspection services companies including any necessary project-related meetings, construction site monitoring of testing, technical reviews of testing results, and monitoring the materials testing company's work to enforce all requirements of applicable codes, contract documents, and city standards and specifications.

*Workload: Testing includes certification from asphalt plants, temperature, asphalt content on site, and density tests for each mix design.*

*Performance: Conduct daily testing onsite and at the asphalt plant throughout resurfacing project.*

(65) Resurfacing – Monitoring

Maintain a daily presence on active resurfacing and reconstruction sites to monitor (including representative photography), inspect, and approve the contractor's progress and enforce all requirements of applicable codes, contract documents, and city standards and specifications; review and monitor the construction schedule; and manage CEI contracts.

*Workload: 26 subdivisions and 4 main roads resurfaced in FY2016*

*Performance: Maintain a daily presence on active sites*

(66) Right-of-Way – Maintenance and Repair [current subcontractor is Optech]

Functioning as an owner's representative, manage the City's subcontractor for right-of-way maintenance and repair (including mowing, vegetation trimming, tree removal, litter pick up, graffiti removal, disposal of illegally dumped material, disposal of dead animals, and all other activities specified in contract) by monitoring the subcontractor's work and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of right-of-way-related work orders for the subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Daily activity briefings with subcontractor*

*Workload: Annualized average of 636 miles of right-of-way mowing (based on 2015 and 2016 data), FY2017 anticipated annualized average of 735 (additional brushing and trimming added)*

*Workload: Annualized average of 280 miles of median mowing*

*Workload: Annualized average of 430 animal removals*

*Workload: Annualized average of 1,200 bags of litter removed from the right-of-way*

*Workload: Weekly meetings with subcontractor*

*Workload: Review of activity/performance reports to ensure work orders are completed within established priority timeframes.*

*Performance: Prioritize right-of-way maintenance-related work orders for subcontractor and verify timely and sufficient completion of work*

(67) Street – Maintenance and Repair [current subcontractors include Allied, Georgia Management Agency, Freeman Tree Service, Bartow Paving, Lamar CCTV, and Optech]

Functioning as an owner's representative, manage the City's subcontractors for street maintenance and repair by issuing work orders and monitoring, inspecting, and approving the subcontractor's work and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of street-related work orders for the

subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Daily activity briefings with subcontractor*

*Workload: Annualized average of 209 potholes repaired (based on 2015 and 2016 data); FY2017 repaired 400 potholes in Q1 (expect annualized repairs to reach 1,000)*

*Workload: Annualized estimate of 60 asphalt patching and repair projects*

*Workload: 3,395 tons of hot mix asphalt / 14,778 square yards of asphalt at \$307,703 in FY2016 (outside of the annual resurfacing efforts)*

*Workload: Weekly meetings with subcontractor*

*Workload: Review of activity/performance reports to ensure work orders are completed within established priority timeframes.*

*Performance: Prioritize street maintenance-related work orders for subcontractor and verify timely and sufficient completion of work*

(68) Streetlight and Pedestrian Light – Maintenance and Repair

Alert utility providers to maintenance needs in streetlight and pedestrian light system as observed by contractor or requested by the public. Maintain open and constructive communication channels with both streetlight providers that serve the City. Maintain lights on city property and right-of-way not otherwise maintained by utility providers (some existing park lighting, fire station lighting, and proposed lighting for Kimball Bridge Road).

*Workload: Annualized estimate of 200 streetlight maintenance requests received.*

*Performance: Alert utility providers to maintenance needs within one business day of receipt of request/notification*

*Performance: Repair lights on city property and right-of-way based on work order priority system*

(69) Stormwater Structures – Maintenance and Repair [current subcontractor is Optech]

Functioning as an owner's representative, manage the City's subcontractor for minor stormwater structure maintenance and repair (including line washing of drainage piping and culverts, vacuuming of curb inlets, catch basins, and drop inlets) by monitoring the subcontractor's work and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of stormwater-related work orders for the subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Annualized average of 1190 catch basins inspected and cleaned (based on 2015 and 2016 data)*

*Performance: Prioritize stormwater-related work orders for subcontractor and verify timely and sufficient completion of work*

(70) Traffic Sign – Maintenance and Repair *[current subcontractor is Optech]*

Functioning as an owner's representative, manage the City's subcontractor for traffic sign maintenance (including preventative maintenance), repair and replacement by issuing work orders, monitoring the subcontractor's work, and inspecting sign construction. Monitoring the subcontractor includes enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Managing includes but is not limited to prioritization of traffic sign related work orders for the subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Daily activity briefings with subcontractor*

*Workload: Annualized estimate of 100 sign repairs*

*Workload: Annualized average of 246 sign-related work orders (based on 2015 and 2016 data) (including both sign repairs, cleaning, installation, replacement, and removal)*

*Workload: Weekly meetings with subcontractor*

*Workload: Review of activity/performance reports to ensure work orders are completed within established priority timeframes.*

*Performance: Prioritize sign-related work orders for subcontractor and verify timely and sufficient completion of work*

(71) Traffic Signal – Maintenance and Repair *[current subcontractor is Siemens]*

Functioning as an owner's representative, manage the City's subcontractor for traffic signal maintenance (including preventative maintenance), repair, and replacement by issuing work orders and monitoring the subcontractor's work. Monitoring the subcontractor includes enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Managing includes but is not limited to prioritization of traffic signal related work orders for the subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award. Traffic signals include the signal equipment in cabinets and at ground level.

*Workload: Daily activity briefings with subcontractor*

*Workload: Weekly meetings with subcontractor*

*Workload: Annualized estimate of 362 signal repairs*

*Workload: Annualized average of 480 signal-related work orders (based on 2015 and 2016 data) (including both signal repairs, cleaning, installation, replacement, and removal)*

*Workload: Review of activity/performance reports to ensure work orders are completed within established priority timeframes.*

*Performance: Prioritize signal-related work orders for subcontractor and verify timely and sufficient completion of work*

(72) Trail Marking / Track Striping – Maintenance and Repair

Maintain and repair existing trail markings and track striping. For trail markings and track striping requiring maintenance and repair, prepare anticipated project budget and schedule, prepare scopes for procurement documents, evaluate proposals, and recommend a firm for award. Manage selected subcontractor for trail marking and track striping by monitoring the subcontractor's work and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of installation of trail markings for the subcontractor's completion, regular communication, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Included in the estimate above for pavement markings quantity and budget*

**Public Works - Capital Projects**

(73) Infrastructure Investments – Concept

Within the resources approved in the Budget, manage concept projects approved by the City Council. Completing concept and preliminary design projects shall include the preparation of preliminary geometric alignments, typical sections, payment designs, a planning level of service analysis, and identification of right-of-way and utility relocations. If contracted out, managing concept and preliminary design projects shall include the preparation of scopes for procurement documents, evaluation of proposals, and recommendation for awards as well as the management of awarded concept contracts.

*Workload: \$100K included in FY2017 Budget (McGinnis Ferry Widening – Design by Forsyth County (second of three payments)).*

*Performance: Complete project on-time and within budget*

(74) Infrastructure Investments – Community Involvement and Education

For each infrastructure investment project in the concept phase (regardless of scale) funded by the City Council for implementation, unless otherwise directed by the City Manager (or designee), provide information to the Communications Department for community involvement and education related to the project (such as presentations, guides, and graphs for the website and town halls or community meetings).

*Workload: 2 neighborhood meetings related to McGinnis Ferry Widening – Design by Forsyth County (first of three payments) in FY2016.*

*Workload: Anticipated 2 neighborhood/community meetings per concept project per year.*

*Performance: Conduct community involvement and education as part of each concept project*

(75) Infrastructure Investments – Engineering

Within the resources approved in the Budget, manage engineering projects approved by the City Council. Managing engineering projects shall include in-house engineering as well as the preparation of scopes for procurement documents, evaluation of proposals, and recommendation for awards.



Manage engineering or awarded engineering contracts shall include physical investigation on site to develop details plans of the existing environment including detailed planimetric surveys of the project area/corridor. Develop horizontal (curves) and vertical (grades) alignments. Determine specific types of soils on site and develop preliminary designs for containing runoff including storm drains, determining hydraulic and structural characteristics of the project's design, and developing a sediment control plan for use during the construction. Determine the amount of right-of-way necessary for the project. If applicable, determine intersection geometrics with other roads along the length of the project (including determining number of approach and receiving lanes, cross walks, exclusive left or right turn lanes, etc.). Develop final concepts for the design of the project at a more detailed scale than concept and preliminary design. Determine if special structures are necessary to mitigate noise impacts along the length of the project (walls, berms, etc.). Determine environmental impacts and any necessary mitigation measures necessary to comply with wetlands, forest conversation, and other regulations. Develop a construction sequence for phasing the different elements of construction activities including interim traffic control, phasing removal of existing paving/demolition, phasing of construction activities, etc. Itemize construction elements to develop cost estimates such as tons of asphalt at \$x/ton.

*Workload: \$400K in FY2017 Budget for concept through construction (\$150K for concept through construction of McGinnis Ferry (additional eastbound lane at Chattahoochee River), and \$250K for concept through construction of McGinnis Ferry at Johns Creek Parkway Intersection*

*Improvement); engineering in-house*

*Workload: Annualized estimate of 5-10 active projects*

*Workload: Annualized estimate of \$12M of projects*

*Performance: Complete project on-time and within budget*

#### (76) Infrastructure Investments – Right-of-Way

Within guidelines established by the City, Federal Highway Administration, the Georgia Department of Transportation, perform right-of-way acquisition or if budgeted, manage right of way acquisition contractors (negotiators, appraisers, attorneys) to communicate and negotiate with property owners for acquisition of temporary easements, permanent easements, right-of-way and property needed for higher impact construction projects. Higher impact construction projects are those requiring the acquisition of more than ten properties. Managing right of way acquisitions includes ensuring all Federal Highway Administration and Georgia Department of Transportation procedures are followed, documented, and approved for audit.

*Workload: \$720K in FY2017 Budget for Right-of-Way (\$600K for Abbotts Bridge (from Parsons to Medlock – 44 parcels), \$120K for Barnwell Road at Holcomb Bridge Intersection)*

*Workload: Average of 39 parcels involved in an infrastructure investment (based on FY2016 projects: Kimball Bridge (from State Bridge to Jones Bridge) has 25, Jones Bridge (from Waters to Morton) has 42, and Jones Bridge (from Sargent to McGinnis) has 50)*

*Performance: Complete projects on-time and within budget*

#### (77) Infrastructure Investments – Preconstruction

Coordinate all aspects of preconstruction including but not limited to the preparation of anticipated project budget and schedules, preparation of scopes for procurement documents, evaluation of proposals, recommendation for awards, communication with the public and City Council, design review, review of contractor's project schedule, and permitting.

*Workload: \$800K in FY2017 Budget for construction (\$400K for construction and CEI on Kimball Bridge (from State Bridge to Jones Bridge), \$150K for concept through construction of McGinnis Ferry (additional eastbound lane at Chattahoochee River), and \$250K for concept through construction of McGinnis Ferry at Johns Creek Parkway Intersection Improvement).*

*Performance: Complete project on-time and within budget*

(78) Infrastructure Investments – Construction – Management

Within the resources approved in the Budget, manage all aspects of construction including serving as the point of contact for all communication between the city, the contractor, design engineer, material testing company, adjacent property owners, and other affected parties; perform all construction-related administrative activities including correspondence and document control; ensure compliance with contract documents and city standards and specifications; conduct project meetings throughout construction; review and process contractor progress payments as commensurate to monitored construction progress; evaluate and negotiate change orders; conduct technical reviews of construction documents; document changes to the design and coordinate as-built drawings; provide coordination and review of contractor's staging and detour plans; coordinate communication to the public and Council with the Communications Department; supervise project closeout activities; complete final inspections; supervise post-construction services as needed for project closeout and warranty issues; maintain production reports reflecting time and costs dedicated to individual construction projects; and collaborate with the Finance Department to financially close out each construction project as required for fiscal year end closeout. For projects with state and/or federal funding, acquire and maintain all documentation for audit and compliance. Perform construction engineering and inspection (CEI) services in-house for smaller projects and manage CEI companies for larger projects as budgeted.

*Workload: \$400K in FY2017 Budget for CEI and construction (for Kimball Bridge (from State Bridge to Jones Bridge); manage CEI company*

*Workload: \$400K in FY2017 Budget for concept through construction (\$150K for concept through construction of McGinnis Ferry (additional eastbound lane at Chattahoochee River), and \$250K for concept through construction of McGinnis Ferry at Johns Creek Parkway Intersection Improvement); complete CEI in-house*

*Performance: Complete project on-time and within budget*

(79) Infrastructure Investments – Construction – Testing

Utilize materials and soil testing to verify and confirm project feasibility and avoid future change orders. Managing contracted material testing companies including any necessary project-related meetings, construction site monitoring of testing, technical reviews of testing results, and monitoring the materials testing company's work to enforce all requirements of applicable codes, contract documents, and city standards and specifications.

*Workload: Required testing includes concrete tests, asphalt density tests, and compaction tests.*

*Performance: Complete project on-time and within budget*

(80) Infrastructure Investments – Construction – Monitoring

Maintain a daily presence on active construction sites to monitor (including representative photography) the contractor's progress and enforce all requirements of applicable codes, contract documents, and city standards and specifications; review and monitor the construction schedule.

*Workload: \$800K in FY2017 Budget for construction (\$400K for construction and CEI on Kimball Bridge (from State Bridge to Jones Bridge), \$150K for concept through construction of McGinnis Ferry (additional eastbound lane at Chattahoochee River), and \$250K for concept through construction of McGinnis Ferry at Johns Creek Parkway Intersection Improvement).*

*Performance: Complete project on-time and within budget*

(81) Infrastructure Investments – Construction – Monitoring – GDOT Projects

For construction projects within Johns Creek managed by GDOT (not locally-let), maintain a daily presence on active construction sites to monitor (including representative photography) the contractor's progress and coordinate with GDOT on engineering, community involvement. Inform GDOT of any identified or observed deviations to applicable codes, contract documents, city standards and specifications, and construction schedule.

*Workload: Historically, three non-locally let GDOT projects over the past four years*

*Workload: Anticipated one non-locally let GDOT project in the next five years: Abbotts Bridge from Medlock Bridge to Peachtree Industrial Boulevard*

*Performance: Assist and encourage GDOT to complete project on-time and within budget*

**Public Works - Emergencies**

(82) Emergency Preparedness

Pursuant to the City's Hazard Mitigation Plan and the County's Multi-Jurisdictional Hazard Mitigation Plan, assist the City with its Emergency Management Plan implementing all responsibilities assigned to Public Works including coordination with other departments and agencies.

*Workload: Submit annual report*

*Performance: Submit annual report by due date*

(83) Emergency Repairs - Streets [current subcontractors are Georgia Management Agency and Optech]

Coordinate subcontractor's emergency response to emergency road repairs such as washouts, sinkholes, fallen trees, hazardous debris/damage, and damage caused by vehicle accidents.

*Workload: Annualized averages of 10 sinkholes and 30 fallen trees*

*Performance: Verify subcontractor initial response within contractual requirement of 2 hours of alert of emergency repair need*

(84) Emergency Repairs - Traffic Signals [current subcontractor is Siemens]

Provide initial response to assess situation and determine repair needs. Coordinate subcontractor's emergency response to signal outages or major malfunctions due to manufacturer defect, vehicular crashes, and weather events.

*Workload: Annualized average of 25 instances of signal outages and major malfunctions*

*Performance: Verify subcontractor initial response within contractual requirement of 2 hours of alert of emergency repair need*

(85) Emergency Response Activities

Respond to emergency situations during business hours and after-hours such as water main breaks, gas main breaks, down trees, weather events (tornadoes, thunderstorms, high winds) and associated debris removal and repair, floods, utility poles/lines in road, traffic signal malfunctions, and "red series" signs down (STOP signs, etc.). Coordinate the city's response with appropriate agencies (such as GEMA, FEMA, GDOT, Fulton County, and area schools), public safety departments and agencies (including but not limited to police, fire, and 9-1-1 center), neighboring jurisdictions, communications departments, and city administration.

*Workload: Annualized average of 30 business-hours events*

*Workload: Annualized average of 12 after-hours events*

(86) Emergency Operations Center

In coordination with the Police and Fire Departments provide staff as needed to the city's emergency operation center (EOC) for duration of events. Manage subcontractors as needed for emergency response.

*Workload: Annualized average of 2-two day events*

*Performance: Provide staffing for duration of events (24-hours per day if full or multi-day events)*

(87) Winter Storm Response

Prepare, maintain, and prioritize response activities on arterial and collector roadways for reasonable safe passage through the use of sand, salt, and other approved strategies in winter storm conditions and coordinate operations with other city departments, contractors (spreader trucks, snow plows, hand crews) and appropriate agencies (such as GEMA, FEMA, GDOT, public utilities and NIMS). Assess conditions before, during, and after winter storm events. Preparation for winter storm response includes identifying zones for emergency response which includes traffic control (monitoring the Traffic Control Center and responding to signal outages and damaged infrastructure) and continual prioritization of the snow/ice removal activities. Pretreatment of major and minor arterials prior to major storm events.

*Workload: Annualized average of 2-two day events*

*Performance: Primary priority to allow access for other emergency response vehicles (police, fire, ambulances) throughout winter storm events*

*Performance: Secondary priority to allow for safe access to hospitals, police, fire stations, and City Hall*

*Performance: Third priority to maintain a minimum of one lane open on all arterials and collectors*

## Recreation and Parks

Johns Creek's Recreation and Parks Department provides residents with quality parks and recreational services to enhance the quality of life in Johns Creek. The Recreation and Parks Department manages four existing parks (comprising around 200 acres) and is planning for the build out of five newly acquired parks (comprising around 150 acres). The parks are home to several major events and offer a variety of programs and activities.

<b>Recreation and Parks – Management</b>	<b>Page</b>
1. Reporting Structure.....	51
2. Department Management .....	52
3. Other Departments and Divisions .....	52
4. Policies and Procedures .....	52
5. Parks and Recreation Ordinance .....	52
6. Recreation and Parks Strategic Plan .....	52
7. Budget Recommendations.....	53
8. Litigation .....	53
9. Trends and Operational Improvements.....	53
10. Meetings .....	53
11. Recreation and Parks Advisory Committee.....	53
12. Community Education.....	53
13. Special Projects .....	54
14. Other Duties.....	54
<b>Recreation and Parks - Administration</b>	
15. Budget Administration.....	54
16. Department Procurements.....	54
17. Inquiries .....	54
18. Commendations and Complaints .....	54
19. Open Records Requests.....	55
20. Records Retention .....	55
21. Data Base Maintenance.....	55
22. Performance and Workload Tracking.....	55
23. Fleet – Repairs and Maintenance .....	55
<b>Recreation and Parks - Recreation Programs and Services</b>	
24. Program Calendar.....	55
25. Facility Usage Agreements .....	56
26. Joint Use Agreements.....	56
27. Athletic Programming.....	56
28. Non-Athletic Programming .....	56
29. Events.....	57
30. Events – Adaptive Recreation.....	57

31. Events – Park Place.....	57
32. Programs .....	57
33. Programs – Adaptive Recreation .....	58
34. Programs and Classes – Park Place .....	58
35. Park Place – Operation.....	58
36. Other Recreation Providers.....	58
37. Fitness Instructors.....	59
38. Field and Facility Rentals .....	59
39. Recreation and Program Fees .....	59
40. Permitted Special Events and Public Assemblages .....	59
41. Support Permitted Special Events and Public Assemblages .....	59
42. Support City Special Events.....	60
<b>Recreation and Parks - Park Facilities</b>	
43. Park Maintenance .....	60
44. Concept and Preliminary Design Projects.....	60
45. Concept and Preliminary Design Projects – Community Involvement and Education.....	61
46. Engineering Projects .....	61
47. Utility Coordination.....	61
48. Preconstruction .....	62
49. Construction – Management.....	62
50. Construction – Materials Testing.....	62
51. Construction – Monitor Active Sites .....	63
52. Maintain Inventory.....	63
<b>Recreation and Parks - Emergencies</b>	
53. Emergency Preparedness.....	63
54. Emergency Repairs .....	63
55. Winter Storm Response .....	63
56. Emergency Response Activities.....	64
<b>Recreation and Parks - Management</b>	
(1) Reporting Structure	
City Manager (or designee) manages the Recreation Manager and Parks Manager.	
<i>Workload: Regular communication with City Manager (or designee)</i>	
<i>Workload: Bi-weekly meetings with City Manager (or designee)</i>	
<i>Workload: Review of monthly activity/performance reports to ensure work is forwarding established priorities of City.</i>	
(2) Department Management	
The Recreation Manager and Parks Manager manages all Recreation and Parks Department staff so that all departmental work requirements are performed effectively and efficiently.	



*Workload: Current staffing includes 19 Full Time Equivalent employees – 2 in Administration, 2 in Programming, and 15 in Parks Maintenance (managed by Precision Landscape Management). As well as 7 part-time employees (5 Recreation Leaders and 2 summer season Swim Coaches).*

(3) Other Departments and Divisions

Coordinate with other departments and divisions such as Public Works related to construction projects and the Police Department for crowd and traffic control at special events.

*Workload: Daily coordination/communication/collaboration with other departments is necessary for the effective operation of the Recreation and Parks Department*

(4) Policies and Procedures

Prepare and recommend department-related processes, procedures, and policies and make amendments and/or improvements based on current circumstances, industry standards changes, and any other changes considered necessary to best serve the City and the City's interests. Policies include the Registration/Refund Policy, Cancellation Policy, Non-Resident Fee Policy, Parks without Borders Memorandum of Understanding with Alpharetta, Photography/Videography Policy, Newtown Clubhouse Rental/Use Policy, Pavilion Rental/Use Policy, Athletic Field Rental/Use Policy, Tennis Court Rental/Use Policy, Special Event Policy, 5K Race Event Policy, and Amphitheater Rental/Use Policy.

*Workload: Department Fee Schedule and 12 existing policies, processes, and procedures*

*Workload: During the first year of the Agreement, develop a written procedural manual to document each departmental procedural policy.*

*Workload: Conduct an annual staff-level review of each policy / procedure*

(5) Parks and Recreation Ordinance

Maintain and administer the Parks and Recreation Ordinance. Administration includes but is not limited to, reviewing and recommending revisions and updates (to the City Council for consideration) and providing interpretations of the provisions of the Ordinances. Maintenance of the Ordinance includes researching and being aware of changes to state law that necessitate Ordinance changes. Enforce the aforementioned Ordinance through review of planned special events, public assemblages and activity within the parks. Coordinate with Code Enforcement and the Police Department in response to reported violations of the Ordinance.

*Workload: No significant historical workload.*

*Performance: Consistent interpretation of City Ordinances*

(6) Recreation and Parks Strategic Plan

Administer the City's Recreation and Parks Strategic Plan including implementation of policies and programs outlined in the Plan and assist the Community Development Department with the annual update of the Short Term Work Program element of the City's Comprehensive Plan.

*Workload: Average of 1 annual update of the Short Term Work Program*

(7) Budget Recommendations

Following the Budget schedule promulgated by the Finance Director, identify and submit requests to forward the City's established Recreation and Parks plan and Short Term Work Program for consideration.

*Workload: Average of \$1M in annual spending on Recreation and Parks capital projects*

*Performance: Submit recommendations by deadlines for information*

(8) Litigation

Provide support to the City Manager and City Attorney on all Recreation and Parks-related litigation. Reproduce all the applicable files and records. Consult with the City Attorney and any designated outside counsel regarding the history and facts of the case. Provide depositions on behalf of the City/Department. As necessary, serve as city representative in the case of trial.

*Workload: No historical workload*

(9) Trends and Operational Improvements

Research current and relevant trends and laws that might have an impact on the City and service delivery, provide communication on the impact of the events to the City Manager (or designee) as well as make suggestions related to operational improvements to increase efficiencies, improve service and reduce operating expenses.

*Workload: Quarterly reports to the City Manager (or designee)*

*Performance: Dollars saved from operational improvements*

(10) Meetings

Attend city meetings to represent Recreation and Parks (such as City Council meetings and attend regional meetings (such as Georgia Recreation and Park Association) to represent the City.

*Workload: Average of 6 Council Work Sessions/Meetings and 10 regional meetings per year*

(11) Recreation and Parks Advisory Committee

Provide staff support to the City's Recreation and Parks Advisory Committee including training, scheduling meetings, recordkeeping, issuing all timely public notices, preparing agenda packages for each committee meeting, and maintaining files.

*Workload: No historical workload (Board anticipated to be seated in FY2018)*

*Performance: Agenda packet completed and delivered to the committee by close of business, seven days prior to the scheduled meeting.*

(12) Community Education

Provide information to the Communications Department for the dissemination of educational material about the services of the Recreation and Parks Department (such as presentations, guides, and graphs for the website and town halls or meetings with community groups, schools, and organizations).

*Workload: Annualized average of 20 after-hours meetings*

(13) Special Projects

Oversee, coordinate, and manage project files related to any consultants hired by the City for special projects related to Recreation and Parks (such as a major update to the Recreation and Parks Strategic Plan or construction of major capital projects).

*Workload: 1-2 major special projects per year (2015 example of Recreation and Parks Strategic Plan and 2016 example of Parks Bond project list)*

(14) Other Duties

Identify and perform other duties and functions reasonable and customarily associated with the delivery of Recreation and Parks services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City Ordinances, and the laws of the United States and the State of Georgia where the need could be reasonably anticipated, but not specifically set forth above.

**Recreation and Parks - Administration**

(15) Budget Administration

Following the adoption of the annual Budget by the City Council, manage departmental spending including entering, reviewing, and approving invoices for purchase orders and purchases as well as preparing information related to year end close out and audit. For capital projects, manage expenses across fiscal years in accordance with City policies.

*Workload: Average of \$2M in annual department budget for Recreation and Parks*

*Performance: Review and process invoices by due dates*

(16) Department Procurements

Following the adoption of the annual Budget by the City Council, manage departmental procurements including drafting the scope of work for task orders and contracts, working with the City Purchasing Manager to establish procurement schedules, prepare advertisements, review, and make recommendations on consultants/contractors.

(17) Inquiries

Respond to inquiries from citizens, boards and commissions, the recreational community, and elected officials regarding recreation, parks and any activities related to Recreation and Parks. Inquiries are received by various means including but not limited to phone, e-mail, fax, and office visit.

*Workload: Annual averages of 1,000 phone calls made and 2,000 e-mails sent in response to inquiries*

*Performance: Inquiries returned within 1 business day of receipt*

(18) Commendations and Complaints

Investigate and address commendations and complaints related to the services of the Recreation and Parks Department received by the City.

*Workload: Average of 1 commendation received per month and 1 complaint received per quarter*

(19) Open Records Requests

Coordinate with the City Clerk's Office to assess and fulfill any and all Open Records Requests related to the records of the Recreation and Parks Department.

*Workload: Annualized average of 2 requests*

*Performance: Review request and determine timeframe for producing documents within three days of receipt by the City Clerk's Office*

(20) Records Retention

Maintain of all City records in the Recreation and Parks Department in accordance to the City's records retention policy including both archival and destruction.

(21) Data Base Maintenance

Maintain and accurate and organized data base including records of decision-making process and original files including but not limited to all recreation programs, events, and facility improvement projects.

*Workload: Department records include, but are not limited to, program registrations, volunteer-related paperwork, and program and event files and related documents.*

*Performance: Digitize/scan, and file all records within 15 business days of the completion of each document.*

(22) Performance and Workload Tracking

Track, maintain, and report performance indicators for Recreation and Parks established in coordination with the City Manager (or designee).

*Workload: Currently tracking 30 workload and performance areas*

*Performance: Remit data monthly by the 5<sup>th</sup> of the month following*

(23) Fleet – Repairs and Maintenance

Fill up vehicles with gasoline as needed and keep vehicles clean (including car washes) for vehicles and equipment routinely utilized by Recreation and Parks. Coordinate with the Facilities Department for routine maintenance (such as oil changes, tire rotation, tire replacement, and repairs) for vehicles and equipment routinely utilized by Recreation and Parks.

*Workload: Vehicles – 1 Recreation and Parks truck*

*Workload: Equipment – 3 golf carts*

*Workload: \$1,125 in FY2017 Budget for vehicular/equipment repairs/maintenance*

**Recreation and Parks - Recreation Programs and Services**

(24) Program Calendar

Following the adoption of the Budget, prior the beginning of the calendar year, review the special events program calendar and discuss any major additions or augmentations with the City Manager (or designee) for approval and routing to City Council for approval if appropriate. Coordinate with the Communications Department to create an annual program guide.

*Workload: Roughly 30 events/programs included in annual program guide.*

*Performance: Finalize annual calendar and guide by January*

(25) Facility Usage Agreements

Administer the Facility Usage Agreements with organizations that operate programs, events, and classes at City Parks such as the Newtown Park Athletic Association, the Ocee Park Athletic Association, the Autrey Mill Nature Preserve Association, the Johns Creek Veterans Association, and the Johns Creek Garden Association.

*Workload: Five existing Facility Usage Agreements*

*Performance: Review agreements annually and recommend changes as needed*

(26) Joint Use Agreements

Administer the Joint Use Agreements with organizations that share facilities such as the River Trail Middle School recreation area and Shakerag Park.

*Workload: One existing Joint Use Agreement*

*Performance: Review agreement annually and recommend changes as needed*

(27) Athletic Programming

Functioning as an owner's representative, coordinate with the Newtown Park Athletic Association and the Ocee Park Athletic Association for the provision of youth sports such as soccer, lacrosse, baseball, and softball. Coordination includes monitoring participant's satisfaction with the provision of youth sports, enforcing all requirements of the Facility Usage Agreement, prioritization of work orders received from providers, regular communication, monthly meetings, reviewing monthly activity/performance reports, and tracking payments.

*Workload: Existing athletic associations have approximately 2,900 registered participants in athletic season in the spring, summer, and fall.*

*Performance: Monitor participant's satisfaction with the provision of youth sports*

(28) Non-Athletic Programming

Functioning as an owner's representative, coordinate with the Autrey Mill Nature Preserve Association, the Johns Creek Veterans Association, and the Johns Creek Garden Association for the provision of non-athletic programming. Coordination includes monitoring participant's satisfaction with the provision of non-athletic programming, enforcing all requirements of the Facility Usage Agreement, prioritization of work orders received from providers, regular communication, monthly meetings, reviewing monthly activity/performance reports, and tracking payments.

*Workload: 41 Community Garden plots at the Newtown Park Community Garden*

*Workload: Annualized average of 225 programs/events/activities at Autrey Mill (based on 2015 schedule)*

*Performance: Monitor participant's satisfaction with the provision of non-athletic programming*

(29) Events

Plan, implement, and coordinate staff, volunteers, and vendors for the recreational and special events budgeted for by the City. In an "after action" meeting and/or report, evaluate each event following its completion for attendance, aspects or activities that went particularly well, and aspects or activities that could be improved.

*Workload: Annualized average of 16 events including Easter Egg Hunt, Spring Park Party, Pitch-Hit-Run, three Movies in the Park, four Concerts in the Park, Play Ball Event, Pup-a-Palooza, Fall Family Festival, Christmas Tree and Dreidel Lighting, Breakfast with Santa, and an event honoring veterans.*

*Workload: Annual budget for 16 events (listed above) of \$154,050 (FY2017)*

*Performance: Conduct events as scheduled and within budget*

(30) Events – Adaptive Recreation

Plan, implement, and coordinate staff, volunteers, and vendors for the adaptive recreation events designed to meet the recreational needs of participants with special needs that are budgeted for by the City. In an "after action" meeting and/or report, evaluate each event following its completion for attendance, aspects or activities that went particularly well, and aspects or activities that could be improved.

*Workload: Annualized average of five events including Special Needs Easter Egg Hunt, Summer Kick-off Picnic, Dance/Social Under the Stars, Bingo Night, and Lunch with Santa.*

*Workload: Annual budget for five events (listed above) of \$5,000 (FY2017)*

*Performance: Conduct events as scheduled and within budget*

(31) Events – Park Place

Plan, implement, and coordinate staff, volunteers, and vendors for events designed to meet the recreational needs of senior adults (aged 62+) at or based out of Park Place that are budgeted for by the City. In an "after action" meeting and/or report, evaluate each event following its completion for attendance, aspects or activities that went particularly well, and aspects or activities that could be improved.

*Workload: Annualized average of 35 events including Fulton Golden Games, Holiday Party, Day Trips, Patio Parties, etc.*

*Performance: Conduct events as scheduled and within budget*

(32) Programs

Plan, implement, and coordinate staff, volunteers, instructors, and vendors that are budgeted for by the City. In an "after action" meeting and/or report, evaluate each program following its completion for attendance, aspects or activities that went particularly well, and aspects or activities that could be improved.

*Workload: Annualized average of six programs including Farmers Market, Outdoor Fitness, Clubhouse Fitness, Lego Camps, JCAT Swim Club, and Adult Softball.*



*Workload: Annual budget for six programs (listed above) of \$32,150 (FY2017), not including fitness instructor fees (see component 35 below).*

*Performance: Conduct programs as scheduled and within budget*

(33) Programs – Adaptive Recreation

Plan, implement, and coordinate staff, volunteers, instructors, and vendors for adaptive recreational programs designed to meet the recreational needs of participants with special needs that are budgeted for by the City. In an “after action” meeting and/or report, evaluate each program following its completion for attendance, aspects or activities that went particularly well, and aspects or activities that could be improved.

*Workload: One program (Young Adult Bocce Ball) included weekly during summer*

*Performance: Conduct programs as scheduled and within budget*

(34) Programs and Classes – Park Place

Plan, implement, and coordinate staff, volunteers, instructors, and vendors for recreational programs designed to meet the recreational needs of senior adults (aged 62+) at or based out of Park Place that are budgeted for by the City. In an “after action” meeting and/or report, evaluate each program and class following its completion for attendance, aspects or activities that went particularly well, and aspects or activities that could be improved.

*Workload: Monthly average of 100 classes/activities including Lunch ‘n Learns, Bingo, Potluck Dinners, fitness classes, bridge, computer classes, educational classes, etc.*

*Performance: Conduct programs as scheduled and within budget*

(35) Park Place – Operation

Functioning as an owner's representative, during the hours established by the City, operate and staff Park Place. Operation includes but is not limited to setting up and cleaning up after classes, group meetings, and programs; assisting participants with registration; creating and posting information regarding upcoming classes and programs; connecting new participants with regular participants, and answering inquiries received in person, by phone, fax, and e-mail.

*Workload: Park Place is currently open for 36 ½ hours during the week.*

*Performance: Staff and operate Park Place as scheduled.*

(36) Other Recreation Providers

Coordinate with other agencies and recreation providers to foster and maintain positive, collaborative working relationships, including but not limited to participating in relevant and related meetings with agencies such as the Georgia Recreation and Parks Association, National Park Service, other Recreation and Parks Departments, and nonprofit and private recreation providers such as the Arts Center.

*Workload: Annualized average of 15 meetings with other Recreation Providers*

*Performance: Attend meetings as scheduled.*

(37) Fitness Instructors

Administer all contracts with private instructor classes including but not limited screening potential new instructors and monitoring participant's satisfaction with the instruction of classes.

*Workload: City currently contracts with six fitness instructors.*

*Workload: Annual budget of \$17,000 for fitness instructors*

*Performance: Monitor participant and instructor satisfaction with the provision of adult fitness classes.*

(38) Field and Facility Rentals

Pursuant to policies adopted by the City and utilizing online software platform (Rec1), manage, monitor, and track field and park facility rentals.

*Workload: Annualized average of 1,400 field rental hours, 61 tennis court rental hours, 230 clubhouse rental hours, and 400 pavilion rental hours.*

*Workload: Reconcile weekly reports from Rec1 (online software utilized to manage rentals) with receipts*

*Workload: Annual revenue of \$65,000 anticipated in rental fees (FY2017)*

*Performance: Accept or deny facility rentals within seven business days of request*

(39) Recreation and Program Fees

Functioning as an owner's representative, for programs and events with participant or entry fees, pursuant to the City's policies and procedures, manage and administer the collection of fees and revenues from City provided recreational programming and maintain the security of all revenues collected.

*Workload: Annual revenue of \$70,000 anticipated in recreation program fees (FY2017)*

*Performance: Accurately account for all funds collected with the City's Finance Department.*

(40) Permitted Special Events and Public Assemblages

Within the approved time limits established by the City and pursuant to City ordinances and policies for special events, review special events and public assemblage requested to be held at City parks or park facilities. Coordinate review with other impacted Departments (such as Public Works for event-associated traffic and Police for traffic and crowd control). After assimilating comments from all impacted departments, either issue a permit or a letter stipulating corrections required in order to issue a permit in compliance. Event review shall include meetings as necessary to provide input related to impacts of the proposed special event / public assemblage.

*Workload: Annual average of 25 special event plan reviews*

*Performance: Review plans within 10 calendar days of receipt*

(41) Support Permitted Special Events and Public Assemblages

For permitted special events and public assemblages, oversee the setup, use, and cleanup of City parks and park facilities as deemed appropriate and necessary during the permitting process. Maintain

production reports or logs reflecting time and costs dedicated to individual special events and public assemblages.

*Workload: Annualized average of 10 special events supported.*

*Performance: Coordinate support for approved events / assemblages*

(42) Support City Special Events

For City special events outside of parks (such as an annual Employee Appreciation Picnic, Johns Creek Police 5K, Johns Creek Police Cross Fit Event, Founders Day Parade, and Arts Festival) assist with the setup, use, and cleanup of City parks and park facilities as deemed appropriate and necessary during the event planning process. Maintain production reports or logs reflecting time and costs dedicated to individual special events.

*Workload: Annualized average of 5 special city events supported.*

**Recreation and Parks - Park Facilities**

(43) Park Maintenance

Functioning as an owner's representative, manage the City's subcontractor for parks maintenance by issuing, monitoring, inspecting, and approving the subcontractor's work and enforcing all requirements of applicable codes, contract documents, and city standards and specifications. Monitoring includes but is not limited to prioritization of park-related work orders for the subcontractor's completion, daily activity briefings, regular communication, weekly meetings, reviewing monthly activity/performance reports, and processing payments. At the conclusion of the current contract, management also includes preparation of scopes for procurement documents, evaluation of proposals, and recommendation for award.

*Workload: Daily activity briefings with subcontractor*

*Workload: Annualized average of 840 parks-related work orders.*

*Workload: Weekly meetings with subcontractor*

*Workload: Review of activity/performance reports to ensure work orders are completed within established priority timeframes.*

*Performance: Prioritize parks-related work orders for subcontractor and verify timely and sufficient completion of work*

(44) Concept and Preliminary Design Projects

Within the resources approved in the Budget, manage park concept and preliminary design projects approved by the City Council. Managing park concept and preliminary design projects shall include the preparation of scopes for procurement documents, evaluation of proposals, and recommendation for awards as well as the management of awarded concept and preliminary design contracts.

*Workload: FY2016 projects included Ocee Park restrooms and lower field irrigation, Ocee Park playground replacement, Newtown Park sidewalk connections, Newtown Park surveillance system, Newtown Park Pond Dredging, Autrey Mill foundation repairs to the Summerour House and the Visitors Center.*

*Performance: Complete projects on-time and within budget.*

(45) Concept and Preliminary Design Projects - Community Involvement and Education

For each concept and preliminary design project funded by the City Council for implementation, unless otherwise directed by the City Manager (or designee), prepare and work with the Communications Department for community (including park associations and partners) involvement and education related to the project (such as presentations, guides, and graphs for the website and town halls or community meetings).

*Workload: Annualized average of 20 meetings related to park improvement projects (based on FY2016 projects)*

*Performance: Complete projects on-time and within budget.*

(46) Engineering Projects

Within the resources approved in the Budget, manage larger engineering projects approved by the City Council. Managing engineering projects shall include the preparation of scopes for procurement documents, evaluation of proposals, and recommendation for awards. Manage awarded engineering contracts for physical investigation on site to develop details plans of the existing environment including detailed planimetric surveys of the project area/corridor. Develop horizontal (curves) and vertical (grades) alignments. Determine specific types of soils on site and develop preliminary designs for containing runoff including storm drains, determining hydraulic and structural characteristics of the project's design, and developing a sediment control plan for use during the construction. If applicable, determine the amount of right-of-way necessary for the project. If applicable, determine intersection geometrics with other roads along the length of the project (including determining number of approach and receiving lanes, cross walks, exclusive left or right turn lanes, etc.). Develop final concepts for the design of the project at a more detailed scale than concept and preliminary design. Determine if special structures are necessary to mitigate noise impacts along the length of the project (walls, berms, etc.). Determine environmental impacts and any necessary mitigation measures necessary to comply with wetlands, forest conservation, and other regulations. Develop a construction sequence for phasing the different elements of construction activities including interim traffic control, phasing removal of existing paving/demolition, phasing of construction activities, etc. Itemize construction elements to develop cost estimates such as tons of asphalt at \$x/ton.

*Workload: FY2016 projects included Ocee Park restrooms and lower field irrigation (\$175K), Ocee Park playground replacement (\$200K), Newtown Park sidewalk connections (\$14K), Newtown Park surveillance system (\$35K), Newtown Park Pond Dredging (\$150K), Autrey Mill foundation repairs to the Summerour House (\$60K) and the Visitors Center (\$60K).*

*Performance: Complete project on-time and within budget*

(47) Utility Coordination

Collaborate with the Public Works Department to coordinate with utility providers (including but not limited to communications, power, light, electricity, gas, water, pipeline, and sewer) for abandoning, altering, deactivating, installing, modifying, moving, removing, and verifying locations of utilities as needed for park construction projects.

*Workload: FY2016 projects included Ocee Park restrooms and lower field irrigation (\$175K), Ocee Park playground replacement (\$200K), Newtown Park sidewalk connections (\$14K), Newtown Park surveillance system (\$35K), Newtown Park Pond Dredging (\$150K), Autrey Mill foundation repairs to the Summerour House (\$60K) and the Visitors Center (\$60K).*

*Performance: Complete project on-time and within budget*

(48) Preconstruction

Coordinate all aspects of preconstruction including but not limited to the preparation of anticipated project budget and schedules, preparation of scopes for procurement documents, evaluation of proposals, recommendation for awards, communication with the public and City Council, design review, review of contractor's project schedule, and permitting.

*Workload: FY2016 projects included Ocee Park restrooms and lower field irrigation (\$175K), Ocee Park playground replacement (\$200K), Newtown Park sidewalk connections (\$14K), Newtown Park surveillance system (\$35K), Newtown Park Pond Dredging (\$150K), Autrey Mill foundation repairs to the Summerour House (\$60K) and the Visitors Center (\$60K).*

*Performance: Complete project on-time and within budget*

(49) Construction – Management

Manage all aspect of construction including serving as the point of contact for all communication between the city, the contractor, design engineer, material testing company, adjacent property owners, and other affected parties; perform all construction-related administrative activities including correspondence and document control; ensure compliance with contract documents and city standards and specifications; conduct project meetings throughout construction; review and process contractor progress payments as commensurate to monitored construction progress; evaluate and negotiate change orders; conduct technical reviews of construction documents; document changes to the design and coordinate as-built drawings; provide coordination and review of contractor's staging and detour plans; coordinate communication to the public and Council with the Communications Department; supervise project closeout activities; complete final inspections; supervise post-construction services as needed for project closeout and warranty issues; maintain production reports reflecting time and costs dedicated to individual construction projects; and collaborate with the Finance Department to financially close out each construction project in a timely manner.

*Workload: Annualized average of \$1-2M of capital projects in parks*

*Workload: FY2016 projects included Ocee Park restrooms and lower field irrigation (\$175K), Ocee Park playground replacement (\$200K), Newtown Park sidewalk connections (\$14K), Newtown Park surveillance system (\$35K), Newtown Park Pond Dredging (\$150K), Autrey Mill foundation repairs to the Summerour House (\$60K) and the Visitors Center (\$60K).*

*Performance: Complete project on-time and within budget*

(50) Construction – Materials Testing

Collaborate with the Public Works Department to manage contracted material testing companies including any necessary project-related meetings, construction site monitoring of testing, technical

reviews of testing results, and monitoring the materials testing company's work to enforce all requirements of applicable codes, contract documents, and city standards and specifications.

*Workload: Required testing may include concrete tests, asphalt density tests and compaction tests.*

*Performance: Complete project on-time and within budget*

(51) Construction – Monitor Active Sites

Monitor active construction sites (including representative photography) the contractor's progress and enforce all requirements of applicable codes, contract documents, and city standards and specifications; review and monitor the construction schedule.

*Workload: Maintain a daily presence on active construction sites.*

*Performance: Complete project on-time and within budget*

(52) Maintain Inventory

Coordinate with the Geographic Information Systems division to oversee the development, maintenance and updating of an inventory of all parks-related assets including but not limited to park facilities, structures, fields, and trails including information related to the condition and maintenance needs of inventoried assets.

*Workload: Annual average of 5 updates*

*Performance: Coordinate with GIS within 5 business days following action necessitating inventory/map updates*

**Recreation and Parks - Emergencies**

(53) Emergency Preparedness

Pursuant to the City's Hazard Mitigation Plan and the County's Multi-Jurisdictional Hazard Mitigation Plan, assist the City with its Emergency Management Plan implementing all responsibilities assigned to Recreation and Parks including coordination with other departments and agencies.

*Workload: Submit information for annual report.*

*Performance: Submit required information within required timeframe*

(54) Emergency Repairs [current subcontractor is Precision Landscape Management]

Coordinate subcontractor's emergency response to emergency park repairs such as trees down, sinkholes, water leaks, vandalism, and damage to facilities.

*Workload: Annualized average of 60 priority one/emergency work orders*

*Performance: Issue emergency work order to contractor and follow-up within 24 hours*

(55) Winter Storm Response

Functioning as an owner's representative, prepare and maintain parks and park facilities (such as sidewalks and trails) for reasonable safe passage through the use of sand, salt, and other approved strategies in winter storm conditions and coordinate operations with other city departments and appropriate agencies.

*Workload: Annualized average of 2-two day events*



(56) Emergency Response Activities

Respond to emergency situations within and adjacent to City parks such as water line breaks, gas main breaks, dog park issues. Response includes communication and coordination with other Departments involved in response such as Police, Fire, and Communications.

*[Remainder of page intentionally left blank]*

## EXHIBIT B – KEY PERFORMANCE INDICATORS

Key Performance Indicators are designed to provide a high-level executive perspective on the overall performance of the Services. The Consultant has direct influence over its performance on the indicators, each indicator is tied to a core competency of the Services, and each indicator is correlated with a specific performance target.

For each of the two service areas (Public Works and Recreation and Parks), five indicators have been agreed to by the Parties. The indicators and/or specified performance targets may be modified by mutual consent of the Parties through written amendment to the Agreement.

Each indicator is followed by an italicized statement of how the data is anticipated to be measured. Should a more efficient, effective, or illustrative manner to measure the data be determined over the course of the Term of the Agreement, no formal amendment is necessary to modify the manner in which the data is measured.

### Public Works

1. **Plan and Permit Review:** Review 97% of development plans (submitted through Community Development), permit applications for work in the right-of-way (street cuts, street lights, utility work, etc.), and requests for lane and/or street closures within 10 business days of receipt.  
*Anticipated Data Measured: Number of development plans reviewed within 10 business days of receipt / number of development plans reviewed; number of work in the right-of-way permit applications reviewed within 10 business days of receipt / number of work in the right-of-way permit applications reviewed; and number of lane and/or street closure requests reviewed within 10 business days of receipt / number of lane and/or street closure requests reviewed.*
2. **Citizen Inquiries / Report of Issues:** Contact 97% of parties (providing contact information) within 1 business day of report of an issue or inquiry related to Public Works.  
*Anticipated Data Measured: Number of individuals (providing contact information) contacted within 1 business day of report of an issue or inquiry related to Public Works (through info@johnscreek or calling front desk at City Hall or otherwise e-mailing or being forwarded to info@johnscreek and logged into City's enterprise resource planning system – currently OneSolution) / number of individuals (providing contact information) reporting issues or inquires related to Public Works (through the same as listed above).*
3. **Maintenance Work Orders:** Prioritize 99% of maintenance work orders (for third party completion) within one business day of receipt and verify timely and sufficient completion of said work.  
*Anticipated Data Measured: Number of maintenance work orders (for third party completion) prioritized within one business day of receipt / number of maintenance work orders and number of maintenance work orders verified timely and sufficient completion / number of maintenance work orders.*
4. **Community Education and Community Involvement:** Provide a weekly update for 95% of active Transportation Operations Projects to Communications Department and provide community involvement opportunity for active Transportation Infrastructure Investments Projects.  
*Anticipated Data Measured: Number of active Transportation Operations Projects for which update or new material provided to Communications Department / number of active Transportation Operation Projects. Example of update or new material could include a fact sheet, a map, a FAQ, status update,*

*photos, etc. and Number of active Transportation Infrastructure Investment Projects for which a community involvement opportunity / number of active Transportation Infrastructure Investment Projects. Examples of community involvement opportunities could include an open house, a town hall, a survey, a neighborhood meeting, or a small group meeting.*

5. **Project Success - Operational and Infrastructure Investment Projects:** Deliver 95% of operational and infrastructure investment projects on time, in budget, and in scope based on approved schedules, budget, and bid.

*Anticipated Data Measured: Schedule variance, budget variance, and scope variance for each operational and infrastructure investment project. Schedule variance measured in days, variance excused for weather delays, GDOT delays, material availability, and Municipality delays. Budget variance measured in dollars (not penalized for under budget). Scope variance measured in change orders/amendments.*

## **Recreation and Parks**

1. **Maintenance Work Orders:** Prioritize 99% of maintenance work orders (for third party completion) within one business day of receipt and verify timely and sufficient completion of said work.

*Anticipated Data Measured: Number of maintenance work orders (for third party completion) prioritized within one business day of receipt / number of maintenance work orders and number of maintenance work orders verified timely and sufficient completion / number of maintenance work orders.*

2. **Citizen Inquiries / Report of Issues:** Contact 97% of parties (providing contact information) within 1 business day of report of an issue or inquiry related to Recreation and Parks (including field, facility, or pavilion rental).

*Anticipated Data Measured: Number of individuals requesting field, facility, or pavilion rental contacted within 1 business day of request / number of individuals requesting field, facility, or pavilion rental and number of individuals (providing contact information) contacted within 1 business day of report of an issue or inquiry related to Recreation and Parks (through info@johnscreek or calling front desk or otherwise forwarded to info@johnscreek and logged into City's enterprise resource planning system – currently OneSolution) / number of individuals (providing contact information) reporting issues or inquires related to Recreation and Parks (through the same as listed above).*

3. **Program Success – Recreation Events and Ceremonies:** Deliver 95% of recreation events and ceremonies on time, in budget, and in scope based on published schedule and scope within approved budget.

*Anticipated Data Measured: Schedule variance, budget variance, and scope variance for each recreation event and ceremony included in the Annual Program. Schedule variance measured in days, variance excused for weather delays, parks board (like Autrey Mill Board) delays, Recreation and Parks Advisory Committee delays, and Municipality delays. Budget variance measured in dollars (not penalized for under budget). Scope variance measured in major changes against Council approved major components (ex: If Council approved Independence Day celebration with fireworks, if event scope no longer has fireworks that would be a variance).*

4. **Project Success – Park Projects and Maintenance Projects:** Deliver 95% of park infrastructure projects and parks maintenance accrual funded projects on time, in budget, and in scope based on approved schedules, budgets, and bids.

*Anticipated Data Measured: Schedule variance, budget variance, and scope variance for each operational and infrastructure investment project. Schedule variance measured in days, variance excused for weather delays, parks board (like Autrey Mill Board) delays, Recreation and Parks Advisory Committee delays, material availability, and Municipality delays. Budget variance measured in dollars (not penalized for under budget). Scope variance measured in change orders/amendments.*

5. **Recreation Partner Coordination:** Contact 95% of Recreation Partners (organizations with facility usage agreements or joint use agreements) on a weekly basis.

*Anticipated Data Measured: Number of Recreation Partners contacted on a weekly basis / number of Recreation Partners.*

*[Remainder of page intentionally left blank]*

## EXHIBIT C – PERFORMANCE MEASURES AND WORKLOAD MEASURES

Performance Measures are designed to provide management an in-depth perspective on the Consultant's efficiency, effectiveness, and performance of the Services. The Consultant has direct influence over its performance on Performance Measures, each measure is tied to a component of the Services, and each measure is correlated with a specific performance target.

Workload Measures track and monitor the workload of the Consultant. The Consultant has little influence over the workload, so no specific targets are assigned to workload, but the Parties see benefit in tracking workload measures as important in identifying community trends and resource allocation.

The Parties recognize that over the term of the Agreement, flexibility will be necessary in order to meet the Municipality's evolving needs and priorities. The Performance and Workload Measures may be adjusted by mutual consent of the City Manager and the Consultant. The City Manager, in his or her sole discretion, may grant relief from the performance targets associated with Performance Measures due to changes in the Municipality's needs, priorities, or reallocations as deemed merited in the City Manager's sole discretion.

### Public Works - Performance

1. **Traffic Signal Issues:** Diagnose and resolve 95% of reported or discovered traffic signal timing malfunctions within 5 business days of report/discovery.
2. **Traffic Studies:** In response to citizen requests for traffic studies / traffic calming, complete preliminary review within 3 business days of receipt for 95% of requested traffic studies / traffic calming.
3. **Utility Coordination:** Coordinate with utility providers to protect the city's utilities and ensure 95% of City project-related utility issues are completed on time and in budget (based on approved schedule and approved budget).
4. **Right-of-Way Work:** Maintain a daily presence on 95% of active permitted right-of-way work sites to enforce all requirements of codes, documents, and standards.
5. **Engineering:** Complete 95% of engineering projects on-time and in-budget (based on approved schedule and approved budget).
6. **Right-of-Way Acquisitions:** Complete 95% of acquisitions on-time and in-budget (based on approved schedule and approved budget).
7. **Pre-construction:** Complete 95% of all aspects of preconstruction projects on-time and in-budget (based on approved schedule and approved budget).
8. **Construction Monitoring:** Maintain a daily presence on 95% of active construction sites (operational, infrastructure investments, and GDOT projects).
9. **Construction Testing:** Complete 95% of construction testing on-time and in-budget (based on approved schedule and approved budget) in an effort to verify and confirm project feasibility and avoid change orders.
10. **Grants/Outside Funding:** Maintain a 50% success rate in applying for grants and outside funding.

## **Public Works - Workload**

1. **Projects** – by type, phase, and budget (type: operational, infrastructure investment, GDOT and phases: concept, engineering, right-of-way, construction)
2. **Construction Sites** – number of active construction sites (operational, infrastructure, and GDOT projects) and some measurement of size (acres or linear feet) and construction cost/budget
3. **Meetings** – number of community and neighborhood meetings and town halls attended to represent the Department.
4. **Meetings** – number of City Council Meetings (including Work Sessions and Retreats) to present departmental items.
5. **Meetings** – number of meetings with regional groups, outside agencies and entities (such as GDOT, TCC Fulton County, Gwinnett County, ARC, task forces, regional planning) attended to represent the City.
6. **Open Records Requests** – number of requests filled.
7. **Data Base Maintenance** – number of records digitized/scanned and filed.

## **Recreation and Parks - Performance**

1. **Special Event Attendance:** Maintain appropriate event attendance (measured as +/- 25% of historical attendance estimates listed below) to encourage not ever-increasing event attendance but a meaningful event experience for attendees.
  - a. Easter Egg Hunt and Spring Park Party – 2,000
  - b. Pitch, Hit & Run - 25
  - c. Farmers Market – 500 per market day
  - d. Summer Movies – 1,000 per movie
  - e. Summer Concerts – 1,500 per concert
  - f. MLB Play Ball Event - 50
  - g. Independence Day Celebration – 1,500
  - h. Pup-a-Palooza - 250
  - i. Touch a Truck – 1,000
  - j. Family Fall Festival – 2,000
  - k. Breakfast with Santa – 20 per breakfast
  - l. Christmas Tree and Dreidel Lighting - 500
2. **Recreation Programs / Classes Attendance/Registration:** Maintain appropriate class/program attendance (measured as +/- 25% of historical attendance estimates listed below) to encourage not ever-increasing event attendance but a meaningful event experience for attendees.
  - a. Clubhouse Fitness – 10 registrants per class
  - b. Free Outdoor Fitness Classes – 25 participants per class
  - c. Adult Co-Ed Softball – 8 registered teams
  - d. Lego Camps – 40 registrants per class
  - e. JCAT Swim Team – 55 swimmers

3. **Park Place Recreation Programs / Class / Activity Attendance:** Maintain a steady number of classes/programs with appropriate attendance (measured as +/- 25% of historical program numbers and attendance estimates listed below) to encourage not ever-increasing event attendance but a meaningful event experience for attendees.
  - a. Programs Held at Park Place – 100 per month (counts all programs, classes, activities on the schedule at Park Place)
  - b. Program/Class attendance – 10 participants
  - c. Day Trip Attendance – 25 participants
  - d. Fulton Golden Games – 15 participants
4. **Adaptive Recreation Program Attendance:** Maintain appropriate event attendance (measured as +/- 25% of historical attendance estimates listed below) to encourage not ever-increasing event attendance but a meaningful event experience for attendees.
  - a. Easter Egg Hunt – 50
  - b. Summer Kick-Off Picnic – 25
  - c. Young Adult Bocce Ball – 10 per event
  - d. Bingo Nights – 15 per night
  - e. Dance Social – 50
  - f. Lunch with Santa – 15
5. **Community Education:** 95% of weeks, provide a weekly update / information to the Communications Departments for the dissemination of educational materials about the services of the Department for the website, town halls, and meetings with groups.
6. **Construction Monitoring:** Maintain a daily presence on 95% of active construction sites (park investments and park maintenance projects).

### **Recreation and Parks - Workload**

1. **Special Events/Programs/Classes** – by type, attendance, and budget.
2. **Construction Sites** – number of active park construction sites (operational, infrastructure, and maintenance projects) and some measurement of size (acres or linear feet) and construction cost/budget.
3. **Park Facility Rentals** – number of fields, courts, clubhouse, and pavilion rentals.
4. **Meetings** – number of community and neighborhood meetings and town halls attended to represent the Department.
5. **Meetings** – number of City Council Meetings attended to present departmental items
6. **Meetings** – number of meetings with regional groups, outside agencies and entities (such as GRPA, Roswell, Alpharetta, task forces, regional planning, etc.) to represent the City
7. **Open Records Requests** – number of requests filled
8. **Data Base Maintenance** – number of records digitized/scanned and filed

*[Remainder of page intentionally left blank]*



## EXHIBIT D – FEE FOR SERVICES

In consideration of the Consultant providing the Services, the Municipality shall pay the Consultant for the Services. The fees shall be a combination of lump sum and time and materials.

### Time and Materials

The Public Works Director shall track his or her time and the Municipality shall pay for the hours worked providing the Services billed at a 1.8656 multiplier times the salary or hourly wage, whichever applies. The amount reflected below in Figure 1 – Cost of Services is a maximum not to exceed amount per year for the time and materials portion of the Agreement.

Salary or hourly wage shall be defined as the amount the Public Works Director receives each pay period and shall not include the following, without limitation: any compensation or wage paid as a commission or bonus; employment benefits, such as premiums paid by health, dental or disability insurance, retirement plan or pension contributions, or the payment of FICA or payroll taxes; any lump sum payment for accumulated unused sick leave, vacation leave or other paid leave; any severance payment or accelerated payment of an employment contract for a future period or advance against future wages; any retirement incentive, retirement bonus or retirement gratuitous payment; any payment made on account of death; or any other additional potential compensation paid by the Consultant.

### Lump Sum

The price for the Services, except the time worked by the Public Works Director, shall be paid as a lump sum in twelve (monthly) equal installments. The amount reflected below in Figure 1 – Cost of Services is a maximum not to exceed amount per year for the lump sum portion of the Agreement.

**Figure 1 – Cost of Services**

Services	Y1 (FY2018)	Y2 (FY2019)	Y3 (FY2020)	Y4 (FY2021)	Y5 (FY2022)
Lump Sum	\$2,119,414	Negotiated annually but not to exceed total upward adjustment of 4% from the prior year.			
Time and Materials	\$280,586				
Total	\$2,400,000				

### Annual Increase

For contract years beginning October 1, 2018 and beyond, the cost of services shall be negotiated annually by July 1 of each year. The Parties shall negotiate in good faith resulting in mutual agreement as any reasonable adjustment to the cost of services. In the event the Parties fail to agree, the cost of services shall be an amount as determined by the following formula:  $((\text{Consumer Price Index} * (25\% * \text{current total})) + (\text{Employment Cost Index} * (75\% * \text{current total})))$ .

Both the Consumer Price Index (for all urban consumers) and the Employment Cost Index (Compensation for Civilians Workers, Not Seasonally Adjusted) are published by the United States Department of Labor Bureau of Labor Statistics. The Consumer Price Index is published monthly and for adjustments made by formula, the month of June will be utilized. The Employment Cost Index is published quarterly and for adjustments made by formula the second quarter will be utilized.

Any upward adjustment to the cost of services will not exceed a 4% as compared to the prior year cost of services.

Financial Incentives and Penalties

The Consultant's performance related to the Key Performance Indicators is directly tied to a maximum aggregate annual incentive of \$50,000 and maximum aggregate annual penalty of \$50,000. The amount reflected below in Figure 2 – Incentives and Penalties are the maximum incentives and penalties to be awarded/levied per year.

**Figure 2 – Incentives and Penalties**

Services	Y1 (FY2018)	Y2 (FY2019)	Y3 (FY2020)	Y4 (FY2021)	Y5 (FY2022)	TOTAL (5 Years)
Incentives	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Penalties	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$250,000)

The financial incentive and penalties will be assessed quarterly on an all or nothing basis relative to the Consultant's performance against the Key Performance Indicator targets. That is, if the Consultant meets or exceeds all the Key Performance Indicator for the quarter, then they will earn an additional \$12,500 payment (which must be billed to the Municipality and accompanied with documentation of the performance). Conversely, if the Consultant fails to meet all the Key Performance Indicators for the quarter, then they will owe the City a penalty of \$12,500 (which can be deducted from the following month's bill or in the event of the last quarter of the contract term can be deducted from the final bill).

*[Remainder of page intentionally left blank]*

**EXHIBIT E – IMMIGRATION & 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 [Consultant] further certifies that at the time of the execution of this contract, the [Consultant] employs \_\_\_\_\_ 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.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Consultant Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
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).

**EXHIBIT F – O.C.G.A. § 50-36-1(e)(2) Affidavit**  
**Verifying Lawful Presence in the United States**

By executing this affidavit under oath, as an applicant for the execution of a contract or other 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:

\_\_\_\_\_.

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_