

**FIFTH AMENDMENT TO AGREEMENT  
BY AND BETWEEN CITY OF JOHNS CREEK  
AND CH2M HILL ENGINEERS, INC.  
FOR PROVISION OF CITY OPERATIONS SERVICES  
ENTERED ON NOVEMBER 29, 2006**

**THIS FIFTH AMENDMENT** is made and entered into this 6th day of October, 2014, 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 ("Contractor"), heretofore referred to jointly as the "Parties".

**WHEREAS**, on November 29, 2006, following the approval by the Mayor and City Council of the City of Johns Creek (such governing authority referred to herein as the "Mayor and City Council"), the Parties Entered into an Agreement for Provision of City Operations Services (hereinafter referred to as the "Original Agreement"); and

**WHEREAS**, on December 10, 2010, the Parties entered into the First Amendment to Agreement by and Between City of Johns Creek and CH2M HILL, Inc. for Provision of City Operations Services Entered on November 29, 2006 to Reduce the Professional Services Provided by CH2M HILL, Inc. to Public Works, Community Development and Certain Other Services and For Other Purposes (the "First Amendment") and also known and referred to as the Agreement; and

**WHEREAS**, on October 10, 2011, the Parties entered into the Second Amendment to Agreement By and Between City of Johns Creek and CH2M HILL, Inc. for Provision of City Operations Service Entered on November 29, 2006 (the "Second Amendment"); and

**WHEREAS**, on January 4, 2012, CH2M HILL, Inc. assigned the Original Agreement and the First Amendment to CH2M HILL Engineers, Inc., a Delaware corporation and the City subsequently consented to the assignment (the "Assignment"); and

**WHEREAS**, on May, 2012, the Parties entered into the Third Amendment to Agreement By and Between City of Johns Creek and CH2M HILL Engineers, Inc. for Provision of City Operations Service entered on November 29, 2006 (the "Third Amendment"); and

**WHEREAS**, on June 17, 2013, the Parties entered into the Fourth Amendment to Agreement By and Between City of Johns Creek and CH2M HILL Engineers, Inc. for Provision of City Operations Service Entered on November 29, 2006 (the "Fourth Amendment"); and

**WHEREAS**, Section 35.2 of the First Amendment requires that any modification, amendment or alteration in the terms of the Agreement need to be in writing; and

**WHEREAS**, the Parties desire to amend the First Amendment.

**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. In Exhibit C, Schedule of Fees, Article B. 1. is hereby deleted in its entirety and replaced as follows:

1. **Annual Estimated Fee.** Based on the Scope of Services provided in Exhibit A, Contractor estimates the total fees for the contract year beginning October 1, 2014 until September 30, 2015, to be Four Million Seven Hundred Seventy-Four Thousand Three Hundred Fifty-Eight Dollars and No Cents (\$4,774,358.00), which shall be billed on a monthly basis in the amount of Three Hundred Ninety-Seven Thousand Eight Hundred Sixty-Three Dollars and Seventeen Cents (\$397,863.17).

2. Exhibit D is hereby deleted in its entirety and replaced with Exhibit D attached hereto.

3. All other terms and conditions of the First Amendment shall remain in effect unless modified herein.

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

CH2M HILL ENGINEERS, INC.

*Andrew Appleton*  
By: ANDREW APPLETON  
Senior Designated Manager

10/23/14  
DATE

*atb for IS*  
*10-20-2014* ATTEST

*Cynthia Boyd*

10/23/2014  
DATE

CITY OF JOHNS CREEK, GEORGIA

*Mike Bodker*  
By: Mike Bodker  
Mayor

10/13/14  
DATE

*W.A. Hut*  
By: Warren Hutmacher  
City Manager

10/9/2014  
DATE

*Joan Jones*  
By: Joan Jones  
City Clerk

10/13/14  
DATE

Approved as to form and legal  
Sufficiency subject to execution  
by the parties

*E.R. Bentley*  
By: Interim City Attorney

10/9/2014  
DATE



## EXHIBIT D

### ESTIMATED RECONCILIATION PERIOD

\* assuming 15 day report period, 15 day City review, 15 day resolution

Billing Date	Service Period	Reconciliation Period			Invoice/Refund Date
		Report Date	City Review	Resolution	
9/15/2014	October 2014	11/15/2014	11/30/2014	12/15/2014	12/15/2014
10/15/2014	November 2014	12/15/2014	12/30/2014	1/15/2015	1/15/2015
11/15/2014	December 2014	1/15/2015	1/30/2015	2/15/2015	2/15/2015
12/15/2014	January 2015	2/15/2015	2/28/2015	3/15/2015	3/15/2015
1/15/2015	February 2015	3/15/2015	3/30/2015	4/15/2015	4/15/2015
2/15/2015	March 2015	4/15/2015	4/30/2015	5/15/2015	5/15/2015
3/15/2015	April 2015	5/15/2015	5/30/2015	6/15/2015	6/15/2015
4/15/2015	May 2015	6/15/2015	6/30/2015	7/15/2015	7/15/2015
5/15/2015	June 2015	7/15/2015	7/30/2015	8/15/2015	8/15/2015
6/15/2015	July 2015	8/15/2015	8/30/2015	9/15/2015	9/15/2015
7/15/2015	August 2015	9/15/2015	9/30/2015	10/15/2015	10/15/2015
8/15/2015	September 2015	10/15/2015	10/30/2015	11/15/2015	11/15/2015