

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

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 _____ day of _____, 2017. (“Effective Date”). The Municipality and the Consultant shall be jointly referred to as the “Parties”.

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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 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. Invalidation 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

CH2M Hill Engineers, Inc.

Signature
Name: Michael E. Bodker
Title: Mayor
Date: _____

Signature
Name: _____
Title: _____
Date: _____

Attest

Attest

Signature
Name: Joan C. Jones
Title: City Clerk
Date: _____

Signature
Name: _____
Title: _____
Date: _____

Approved as to Form

Approved as to Form

Signature
Name: _____
Title: City Attorney
Date: _____

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.

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Public Works - Management

(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 5th of the month following

(23) Records Retention

Maintain of 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 Abbots 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 Abbots 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/repaired (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 Abbots 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.

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Recreation and Parks - Management	
(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 5th 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 F2016 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 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: 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.

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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.

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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, than 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).

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**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 subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

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

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: _____