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## **SPECIAL CALLED COUNCIL MEETING AGENDA**

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member

Jeanne Aulbach – Post 4, Council Member

James Lowe – Post 2, Council Member

Lorri Christopher – Post 5, Council Member

Alex Wright – Post 3, Council Member

Weare Gratwick – Post 6, Council Member

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**August 26, 2014**

### **COUNCIL AGENDA**

**7:00 PM**

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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**A) CALL TO ORDER**

**B) ROLL CALL**

**C) PLEDGE OF ALLEGIANCE**

**D) MAYOR'S OPENING REMARKS**

**E) CONSIDERATION OF MEETING AGENDA**

**F) PUBLIC COMMENTS**

**G) CONSENT AGENDA - No Items**

**H) OLD BUSINESS**

**1. Action Item**  
(J. Jackson)

Consideration of Approving a Contract Agreement for the Provision of Public Works Services for the City of Peachtree Corners.

**I) ADJOURNMENT**

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

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

**CONTRACT AGREEMENT  
FOR THE PROVISION OF  
PUBLIC WORKS SERVICES  
FOR THE CITY OF PEACHTREE CORNERS**

This Contract Agreement for the Provision of Public Works Services for the City of Peachtree Corners (“Contract”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF PEACHTREE CORNERS, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and **CH2M HILL ENGINEERS, INC. (CH2M HILL)**, a Delaware corporation authorized to do business in Georgia with its principal office located at 9191 S. Jamaica Street, Englewood, CO 80112 (“Contractor”); heretofore each individually referred to as a “Party” and jointly as the “Parties.”

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

**WHEREAS**, Contractor has been determined by the City to be the service provider most advantageous to the City for the provision of public works services; and

**WHEREAS**, the City Council desires to award the contract for the services to be provided to Contractor.

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

**1.0 SCOPE OF SERVICES**

1.1 Services. The Contractor has agreed and by these presents does agree with the City to furnish the items listed in **Exhibit B** and **Exhibit A** and the City agrees to provide the items listed in **Exhibit B**, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner the services set forth in the Scope of Services, which is attached hereto and incorporated herein as **Exhibit A**, in accordance with the terms of this Contract (the “Services”). The Services shall be performed with the degree of skill and diligence normally employed by similarly situated contractors performing the same or similar Services.

1.2 Time for Performance. During the term of this Contract, Services provided by the Contractor shall conform to the Scope of Services of this Contract. If the completion of this Contract is delayed by actions of the City, then and in such event the time of

completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

- 1.3 Changes to Services (“Change Orders”). From time-to-time, either Party may identify new services that were not included in **Exhibit A, Scope of Services**, or Optional Services as described in **Exhibit A**, or events or increased level of activity may warrant modification to the Services and Compensation. Within a reasonable period of time, the respective Party will notify the other Party of the Services modification opportunity. If agreed to by both Parties, Contractor will, within a reasonable time period (generally within ten (10) business days) provide to the City in writing a price and modification to Services for the proposed addition to Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Contract. To be effective, any written change must be signed by the Contractor and by the City in conformity with the authority provisions for amendments as set forth in Section 14.0. Unless otherwise stated in the amendment, Contractor shall invoice the City on the next billing cycle after completion of the addition to the Services, or if the change involves an ongoing new addition to Services, Contractor will include the associated adjustment to the Compensation and will pro rate the billing in accordance with provisions of Section 2 of this Contract. All disputes will be handled in accordance with Section 26.0 (Disputes) of this Contract.

## **2.0 COMPENSATION**

- 2.1 Compensation for Services. In consideration for the provision of Services described herein, the City agrees to pay the Contractor the amounts as stated in **Exhibit C**. The total amount of Compensation that is due and owing from the City is Four Hundred Seventy-Eight Thousand Three Hundred Sixty-Seven Dollars (\$478,367.00) which is for the time period of September 1, 2014 to June 30, 2015.
- 2.2 For the contract years beginning July 1, 2015, the “Baseline Compensation Amount”, for calculation of the Adjusted Baseline Compensation Amount for contract year two, shall be Five Hundred Seventy-Four Thousand Forty-One Dollars (\$574,041.00) which is the amount for services delivered by Contractor over a twelve month period. City and Contractor agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used for calculating the annual increase for the Compensation to be paid by City.

In the event that the City and the Contractor fail to agree by March 1, the Compensation amount for the next contract term will be adjusted using the Baseline Compensation Amount Adjustment Formula shown below. Upon each contract year renegotiation, Corporation shall continue to invoice the City at the previous amount until the new contract year price is agreed upon or determined by the Baseline Compensation Amount Adjustment Formula. Upon written agreement of the Parties as to the new contract year

base fee, the Contractor shall issue an invoice retroactively adjusting the previous baseline compensation amount.

**Baseline Compensation Amount Adjustment Formula**

The Baseline Compensation Amount shall be calculated as listed below:

ABF - Adjusted Baseline Compensation Amount

BF1 - Baseline Compensation Amount

AF - Adjustment Factor as determined by the formula:

$$AF = [((ECI) \times .75) + ((CPI) \times .25)] + 1.02$$

$$ABF = AF \times \text{Baseline Compensation Amount (the current year compensation)}$$

CPI = The twelve month percent change (from October of the prior year to October of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Civilians Workers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU1010000000000A.

2.3 Interest Rate for Late Payments. City shall pay interest at an annual rate equal to nine percent (9%) or such other percentage as may be allowed by statute and agreed-upon by the Parties, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of the payment, excluding disputed payments.

2.4 Compensation for Optional Services. When the City exercises its option to have the Contractor provide any Optional Services, the City shall pay an amount for any Optional Services provided in addition to the Compensation Amount and as mutually agreed upon by the Parties. Unless otherwise agreed by the Parties, the cost of such Optional Services shall be added to the monthly Contractor invoice submitted in the next month following the month in which the Optional Services are actually provided and shall be paid pursuant to the payment processing terms set forth in this Section.

2.5 Payment Processing.

2.5.1 The Compensation Amount shall be invoiced by the first day of the month in

which the Services are being provided. The invoice shall be due and payable to the Contractor by the fifteen of the month. These due dates are listed in **Exhibit C**. In subsequent years, the calculated Adjusted Baseline Compensation Amount will be invoiced by the first (1<sup>st</sup>) of the month and will be due by the fifteenth (15<sup>th</sup>) of the month.

2.5.2 All Contractor invoices shall be sent directly to the City Manager or his/her designee.

2.5.3 Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor or upon electronic deposit.

2.6 Lease of City Offices. The City shall provide office space within the City Hall or such other City location as agreed upon by the Parties for the Contractor's use while performing Services for the City. Should the City decide to move the office space to a different location, the City agrees to pay for those relocation expenses.

2.7 Fees. Any and all fees collected by the Contractor as part of the provision of Services, including, but not limited to permit fees, shall be funds of the City and shall be accounted for and delivered to the City Manager in accordance with City policies.

### **3.0 TERM**

3.1 Term. Pursuant to O.C.G.A. § 36-60-13, this Contract is for a term of ten (10) months commencing on September 1, 2014, and terminating on June 30, 2015 (the "Initial Term") without further obligation on the part of either Party other than outstanding obligations incurred prior to the expiration of such term. This Contract shall automatically renew on the 1<sup>st</sup> day of July for additional terms of one (1) calendar year each for a maximum of three (3) additional yearly terms unless either Party notifies the other at least sixty (60) calendar days prior to the conclusion of the initial or any renewal term that it does not wish to renew this Contract.

3.2 Contract Extension. In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for similar services, this Contract may, with the written consent of Contractor, be extended by the City for a period of ninety (90) calendar days, provided the City has provided Contractor thirty (30) calendar days written notice of such need for contract extension and the Parties have mutually agreed upon the compensation to be paid.

### **4.0 INDEPENDENT CONTRACTOR**

4.1 Independent Contractor Status. Contractor is and shall remain an independent contractor; not an employee, agent or servant of the City, and Contractor shall not be deemed by virtue of this Contract to have entered into any partnership, joint venture, or

employer/employee relationship with the City. Services provided by Contractor shall be by employees, agents or subcontractors of Contractor and subject to supervision by Contractor, and not as officers or employees of City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor.

- 4.2 Liability for Employment Related Compensation. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, sub-contractors, agents, volunteers or representatives, including coverage or benefits related but not limited to local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation insurance; disability, injury, or health insurance; professional liability insurance; errors and omissions insurance; or retirement account contributions in regards to the Contractor provision of Services under this Contract. The Contractor 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 Contractor, 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, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds or retirement accounts, insurance premiums or payments, workers compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever. Pursuant to Section 5.0, in the event City is demanded or called upon to assume any such liabilities, Contractor shall indemnify the City for any and all damages and expenses, including legal fees, incurred as a result thereof.
- 4.3 Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Services as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the Services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City.
- 4.3 No Agency. Neither the City nor the Contractor has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise mutually agreed to in writing. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

## **5.0 INDEMNIFICATION**

- 5.1 The Contractor agrees to indemnify, hold harmless and defend the City, its officers, employees and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees)("Claims") to the extent related to or arising out of Contractor's breach of any of the representations and warranties provided herein, Contractor's breach of any of the terms of this Contract, or any negligent or intentional act or omission of the Contractor, its agents, employees, or subcontractors, except for any Claims that arise from the City's sole negligence.
- 5.2 To the extent authorized by law, and without waiving the applicable provisions of Georgia Code, the City shall defend, indemnify and hold harmless the Contractor and affiliates from any and all liability, claims, and demands (including attorneys' fees and expenses) to the extent arising out of an invalid or unconstitutional ordinance or resolution or alleged to be or resulting from the negligent acts or willful misconduct of the City and its affiliates relating to the Services contemplated by this Contract or the ownership of any City asset upon which Services are provided under the Contract if the liability, claim, judgment or demand relates to such ownership and not to the provision of Services hereunder. The City shall cause the Contractor to be included as an Additional Insured on the City's liability insurance coverages, including any Subcontractors the City directly contracts with to perform the scope of services as described in Exhibit A for the purposes of the City's obligations hereunder.

## **6.0 INSURANCE**

- 6.1 Insurance Generally. The Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts specified as follows:
- 6.1.1 Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
- 6.1.2 Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers,

employees and agents as additional insured parties.

- 6.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than of One Million Dollars (\$1,000,000) per occurrence and in the aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.
- 6.1.4 Umbrella/Excess Liability insurance with minimum combined single limits of Four Million Dollars (\$4,000,000) per occurrence and in the aggregate. Except for the foregoing limits, such policy shall provide the same coverage set forth in the Comprehensive General Liability insurance. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

## 6.2 **Requirements of Insurance.**

- 6.2.1 Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
  - 6.2.2 By naming the City as an additional insured on Contractor's insurance policy, the City is only securing protection from liabilities arising out of Contractor's negligence as per the applicable policy. The only insurance policy whereby the City will be listed as an additional insured shall be the Comprehensive General Liability and Comprehensive Automobile policies.
  - 6.2.3 No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
  - 6.2.4 Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
  - 6.2.5 Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- 6.3 Failure to Obtain or Maintain Insurance. The Contractor'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 Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract.

- 6.4 Insurance Certificates. Prior to commencement of the Services, the Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance.
- 6.5 Additional Insurance Provisions. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the other arising in contract or tort which is covered by its insurance hereunder.

## **7.0 TERMINATION**

- 7.1 Annual Appropriation. Pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.
- 7.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:
- 7.2.1 The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
  - 7.2.2 The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - 7.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;
  - 7.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- 7.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- 7.2.6 The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- 7.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.
- 7.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:
- (i) Immediately terminate the Contract without additional written notice; and/or
  - (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 7.4 Termination for Convenience. Either Party may terminate this Contract for convenience at any time upon one hundred twenty (120) calendar day written notice to the other Party. In the event of a termination for convenience, the other Party shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the other Party. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Contract, the City shall pay Contractor for work performed to date in accordance with Section 2.0 herein. The City shall have no further liability to Contractor for such termination.
- 7.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, project close-out costs, termination costs or other costs associated with the performance of the Contract.

7.6 Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

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

## **8.0 INTEGRATION**

This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment to this must be in writing and be signed by both the City and the Contractor.

## **9.0 PERFORMANCE ISSUES WITH CONTRACTOR AND CONTRACTOR'S EMPLOYEES.**

Based upon the Contractor's representations herein and its Proposal, and the City specifications herein regarding the Services, the Contractor offers the City the following process by which the Contractor will resolve issues of dissatisfaction by the City when a Contractor employee, including an employee designated solely to the City, is failing to effectively perform services hereunder. Utilizing an objective standard based upon job performance and/or the requirements of Section 10.0 of this Contract, which may include, but is not limited to, behavior which brings discredit upon the City, the City Manager shall have the right to reasonably request any Contractor or Contractor employee be prohibited or reasonably limited, in any manner, from performing services for the City. The City Manager shall notify the Contractor should any personnel or employment problem arise with regard to any such person performing Services under this Contract. The notification shall include the known facts which give rise to the problem, and may include a request by the City that the Contractor transfer or otherwise reassign such employee out of service to the City.

Thereafter, representatives of the Contractor and the City shall meet to discuss possible remedies

the Contactor might voluntarily offer to address the problems experienced by the City in accordance with the dispute resolution provisions of Section 26. If problems persist after the conclusion of any Upper Management resolution meeting, and provided the City Manager has notified the Contractor of the City's continuing dissatisfaction, the Contractor offers to remove any Contractor employee from performing any work for the City. By its signature to this Contract, the City accepts the Contractor's offer of this process. Nothing in this Contract shall be construed to abrogate in whole or in part the right of the Contractor to hire, discipline, terminate, assign or otherwise manage or control its workforce, except that any employee assigned to the City on a full time basis shall not be assigned elsewhere or utilized as part of another contract.

## **10.0 WORKLOAD INDICATORS**

10.1 Measurement of Performance. In performing hereunder, the Contractor shall provide all of the Services in a timely and professional manner and shall use that degree of care, skill and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Georgia. In addition, more workload indicators of Contractor performance are included in this Contract and referenced in **Exhibit A**.

10.2 Reporting. In addition to any reporting requirements contained in **Exhibit A**, the Contractor will report regularly to and at the request of the City Manager on Services rendered under this Contract, as follows:

10.2.1 Monthly, no later than twentieth (20<sup>th</sup>) of each month, Contractor shall provide the City Manager with a written report detailing the activities of Contractor in providing Services hereunder.

10.2.2 Oral reports to the City Manager shall be made more frequently than written reports as determined by the City Manager. The Contractor agrees to fulfill any additional reasonable reporting requests made by the City Council through the Program Manager or designee. The Program Manager or his designee and the City Manager shall remain in daily communication throughout the term of this Contract for the purpose of discussing Service goals, Service delivery and any other issues that may arise under this Contract or be related to the provision of Services. In the event of an absence of either the Program Manager or the City Manager due to illness, vacation or other reason, a designee shall be named who shall be responsible for compliance with this Contract.

10.2.3 Any changes to the format and method of delivery for any reports required hereunder shall be as approved by the City Manager and shall be agreed upon sixty (60) calendar days in advance of the changes taking effect.

10.3 Force Majeure. Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Contract if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to

cooperate in providing services other than Contractor's Subcontractors, or other occurrences beyond the reasonable control of the Party invoking this Force Majeure clause. 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 five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Section 1.3 Changes to Services ("Changes Orders").

## **11.0 COUNTERPARTS**

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

## **12.0 COMPLIANCE WITH ALL LAWS AND LICENSES**

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

### **12.1 Federal Requirements.**

#### **12.1.1 Federal Compliance Regulations**

Federal regulations apply to all City of Peachtree Corners contracts for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- (i) Equal Employment Opportunity – The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (ii) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract;
- (iii) Retention of all required records for three (3) years after the City makes final payment and all other pending matters are closed.

12.2 Georgia Security and Immigration Compliance Act. Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. §§ 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” accessed at <http://www.dol.state.ga.us>, as further set forth in the certification attached as **Exhibit D**. Additionally, Contractor represents that it has complied with any and all requirements of § 50-36-1 prior to the submittal of the Proposal and execution of this Contract.

### **13.0 ASSIGNMENT AND SUBCONTRACTORS**

The Contractor shall not assign or subcontract the whole or any part of this Contract without the City’s prior written consent, except Contractor may subcontract a portion of the Services if same has been expressly provided for in the Proposal by providing the name of the subcontractor and the portion of Services being subcontracted. In the event subcontractors are utilized by Contractor for the performance of certain services hereunder, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Contract and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform services hereunder by Contractor shall perform such services in accordance with all terms and conditions of this Contract.

### **14.0 AMENDMENTS**

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

### **15.0 DRUG-FREE WORK PLACE**

Contractor 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 Contract, Contractor certifies that:

- (i) a drug-free workplace will be provided for the Contractor’s employees during the performance of this Contract; and
- (ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace; and
- (iii) Contractor, including its employees, agents and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

### **16.0 POLICY OF NON-DISCRIMINATION/EQUAL EMPLOYMENT**

## **OPPORTUNITY**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for the provision or denial of employment or service delivery.

### **17.0 CONFLICTS OF INTEREST/COLLUSION/CONTINGENT FEES**

- 17.1 Neither Contractor nor any of its officers, employees, agents or representatives shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.
- 17.2 Neither Contractor nor any of its directors, officers, employees, agents or representatives shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.
- 17.3 Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion.
- 17.4 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor'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 City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

### **18.0 PUBLIC RECORDS**

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City, subject to the provision of O.C.G.A. §50-14-1 *et seq.*, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Contractor agrees

to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. 50-18-92 *et. seq.* and the Georgia Administrative Code. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

## **19.0 AUDIT RIGHTS**

The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Scope of Services or Enhanced Services by Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Contract, excluding all financial records unless related to direct cost reimbursable expenses or other matters contemplated herein, including buyout provisions, unless a court of competent jurisdiction orders disclosure of such information. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Contract. Contractor shall make all necessary books and records available for audit in Gwinnett County, Georgia.

## **20.0 OWNERSHIP OF DOCUMENTS**

Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Georgia Open Records Act, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

## **21.0 USE OF CITY LOGO**

To the extent requested by the City Manager, the City logo shall be displayed by Contractor on equipment and vehicles while being used in providing Services hereunder, in a format, size and color approved and provided by the City; provided however, the City logo shall not be used on any such equipment and vehicles when Contractor is not providing Services. All use of the City's logo shall be approved by the City Manager or his designee.

## **22.0 CONFIDENTIAL INFORMATION**

**22.1 Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that certain information received pursuant to the Contract is confidential when so designated by the City. The Contractor shall provide adequate supervision and

training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

- 22.2 **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- 22.3 **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 22.4 **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 22.5 **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

### 23.0 NOTICES

Any notice required or permitted by this Contract shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

**If to the City:**

City Manager  
City of Peachtree Corners  
147 Technology Parkway  
Peachtree Corners, GA 30092

With a copy to:

**If to Contractor:**

CH2M HILL Engineers, Inc.  
9191 S. Jamaica Street  
Englewood, CO 80112  
Attn: OMBG Contracts Manager

With a copy to:

City Attorney  
City of Peachtree Corners  
147 Technology Parkway  
Peachtree Corners, GA 30092

OMBG Corporate Council  
CH2M HILL  
9191 S. Jamaica Street  
Englewood, CO 80112

## **24.0 GOVERNING LAW**

This Contract shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Gwinnett County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract; provided however, if federal jurisdiction governs any such dispute, venue shall be in the United States District Court, Northern District of Georgia.

## **25.0 ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the Parties with respect to the subject matter contained herein. All prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Neither Party has relied on any representation, promise, or inducement not contained or otherwise incorporated herein.

## **26.0 DISPUTES**

- 26.1 Key Personnel Resolution Meeting. In the event that a Party believes there is a controversy or dispute regarding this Contract or any of its terms, conditions or obligations, the Program Manager and the City Manager shall meet and attempt to reach resolution on such dispute within the timeframe for such meeting requested by the aggrieved Party.
- 26.2 Upper Management Resolution Meeting. If, following the Key Personnel Resolution Meeting, either Party remains aggrieved, such Party may request a meeting between the City Manager to represent the City and Vice President of Contractor, to represent the Contractor, who shall jointly convene to discuss such dispute and shall make a good faith effort to resolve any issues within a period of thirty (30) calendar days following the request for such Upper Management Resolution Meeting.
- 26.3 Mediation. If a compromise is not negotiated within thirty (30) calendar days as provided in Section 10.2, the Parties shall refer the matter to non-binding mediation. The mediator shall be selected by joint agreement of the Parties within thirty (30) calendar days of the date of the Upper Management Resolution Meeting 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.
- 26.4 Litigation. In the event that the mediator is not able to resolve the dispute, either Party may file for litigation as per Section 26.0.
- 26.5 Continuation of Services. Unless otherwise agreed in writing, Contractor shall continue

to provide Services during any dispute resolution proceedings. If Contactor continues to perform, City shall continue to make payments in accordance with this Contract.

## **27.0 CITY AND CONTRACTOR COORDINATION**

27.1 City Representatives. The City Manager shall be the City's primary representative and point of contact for all regular reports, work orders and amendments to Services allowable under this Contract in the agreed-upon format between the City and the Contractor. The City Manager has the authority and authorization to direct Contractor regarding the Services under this Contract. The City Manager shall serve as the City's representative for the processing of all invoices.

27.2 Contractor Program Manager. The Contractor will assign a Program Manager who shall be the Contractor's primary representative and the point of contact for all Service matters and amendments to Services allowable under this Contract.

27.3 Program Manager Duties. The Program Manager shall, among other duties specified by the City Manager:

- (i) Act as liaison between the City staff and Contractor;
- (ii) Attend City staff meetings, City Council meetings, and any agenda meetings at which attendance by the Program Manager is deemed necessary by the City Manager regarding the Services under this Contract;
- (iii) Provide information to Mayor or City Manager and City Council on all issues relevant and applicable to the City, its officials, its constituents or to its status as a municipal corporation regarding the Services under this Contract;
- (iv) Assist the City in all relations with other City departments, other contractors, subcontractors and external organizations, including other governmental entities and relevant professional organizations regarding the Services under this Contract; and
- (v) Program Manager shall exercise best efforts to keep City timely informed about the progress of the Services and about any anticipated delays known to Contractor whether or not such delays are within or outside Contractor's control. Contractor shall work closely with the designated personnel of the City to ensure that the Services and Program works are conducted in full compliance with the intended concepts and directions of the City.
- (vi) When so directed by the City Manager to carry out such other duties and responsibilities as are necessary to fulfill Services under **Exhibit A**, as long as such duties are not in conflict with Contractor's obligations under this Contract and do not expand Contractor's obligations under this Contract.

27.4 Representatives Meetings. The City Manager and Program Manager shall meet together no less than once a month to review the Services rendered, future service plans and performance compliance with this Contract. The Regional Director of Operations for the Contractor will meet once a quarter with City Manager. The frequency of such meetings may be increased at the request of either Party or decreased by mutual agreement of the two representatives.

27.5 City Manager Review. All mass communications to City residents shall first be reviewed and approved by the City Manager or his/her designee.

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

**CH2M HILL ENGINEERS, INC.**

\_\_\_\_\_  
By:  
Senior Designated Manager

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
DATE

**CITY OF PEACHTREE CORNERS**

\_\_\_\_\_  
By: Mike Mason  
Mayor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
By: Kym Chereck  
City Clerk

\_\_\_\_\_  
DATE

Approved as to form and legal  
sufficiency subject to execution  
by the Parties:

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By: William Riley  
City Attorney

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DATE

**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. Public Works Services**

Public Works Services include the tasks described in the following Sections and the required staffing to complete these tasks.

**A. Annual Capital Improvement Plan**

Assist in the development of the City's five-year capital improvement plan that outlines the major projects in excess of twenty-five thousand dollars (\$25,000). This plan also identifies potential sources of revenue for consideration. Participate in meetings and annual plan presentations to the Mayor of the City, the City's City Council and the City's City Manager. Provide information annually to meet budget deadlines as established by the Mayor of the City, the City's City Council and the City's City Manager.

**B. After-Hours Response**

1. After-Hours Oversight of City Subcontractors

All after-hours response services shall be performed pursuant to and in accordance with the Work Orders Classification as set forth in **Appendix A**, which is attached hereto and made a part hereof by this reference.

Provide after-hours oversight of City Subcontractors or other emergency crews. Response shall include, but not be limited to, snow or ice events, trees or dead animals blocking travel lanes, road repairs creating a traffic hazard, and natural disasters. Contractor is not obligated for payment of City Subcontractor invoices.

Subcontractors employed directly by City are responsible for meeting the performance criteria for each work order as identified in their respective scope of work.

2. After Hours Citizen Response Center

Answer with a live voice all incoming calls to the City of Peachtree Corners City Hall placed outside of normal the City business hours seven days a week. Provide dispatch for Priority 1, as set forth in **Appendix A**, service requests for public works services. Answer frequently asked questions, transfer calls to the voicemail of requested City staff, and open work orders as needed.

**C. Transportation Planning Services**

Manage the design of The City's capital transportation projects and coordinate with federal, state, and other city and county agencies regarding capital transportation projects

and provide technical reviews for transportation and traffic aspects of development plans submitted to The City. Major tasks are outlined in the following paragraphs.

1. **Coordination with Other Agencies –** Coordinate with Gwinnett County, Georgia Department of Transportation (GDOT), Atlanta Regional Commission (ARC), other municipalities, state, federal and other agencies regarding future and existing capital projects, project funding, and transportation planning issues. Attend related meetings as necessary. Attend up to twenty meetings annually.
2. **Public Information Meetings –** Conduct public information meetings for each transportation project in the Capital Improvement Program for Transportation (CIP-T) program. Coordinate and staff up to ten transportation-related project meetings (for example, intersection improvements, sidewalk construction, etc.) annually. Contractor will not be required to fund any project improvements.
3. **Plan Review for Development Plans and Zoning Plans –** Review plans for compliance with local regulations as well as state-of-the-practice engineering standards related to transportation and traffic standards. Provide comments on proposed developments including drainage, transportation, and traffic including access points, required right-of-way, and sight distance. Plan review will be coordinated with the Community Development Department. Attend necessary meetings as required to provide input relating to Public Works impacts of existing or proposed developments.
4. **Update to Comprehensive Plan (Capital Improvement Element) –** Provide an update to the Capital Improvement Element (CIE) of the Comprehensive Plan annually to meet the Department of Community Affairs (DCA) requirements.
5. **Management of the Design for Capital Improvement Projects –** Provide recommendations to the City’s City Manager and the Mayor of the City and the City’s City Council regarding proposed capital improvement projects. Monitor the status of existing capital improvement projects. Work with Gwinnett County, GDOT, ARC, other municipalities, state, and other agencies to seek funding and to coordinate scope and timing for these projects. Prepare scopes for procurement documents, evaluate proposals, and make recommendations for award. Manage concept and preliminary design contract, coordination, and related consultant meetings. Supervise completion of concept design for up to ten (10) projects, preliminary design for up to five (5) projects, and final design for up to five (5) projects as listed in the CIP projects for Public Works and executed in City contracts. Actual design of CIP Projects or Engineering inspection of capital projects is not included in this scope.
6. **Minor Right-of-Way Acquisition –** Perform negotiations with citizens, within the established guidelines for the City, for the acquisition of temporary easements, permanent easements, right-of-way and property for minor capital improvement projects. For the purpose of this section a minor capital improvement project is defined as a project requiring the acquisition of no more than ten (10) properties. Make recommendations to the City’s City Manager on all potential acquisitions.

## **D. Project Management Services**

Manage capital project delivery for the City, including the following elements:

1. Program Delivery – Develop a Program Delivery Plan to execute Capital Programs as approved by the City’s Mayor and City Council. The plan will identify a schedule of key tasks to execute these projects in the program year. Assist with ongoing cost reporting for program management, design, and construction expenditures. The reports will include monthly, quarterly, and yearly reports which will be provided to the City’s City Manager.
2. Project Development – Prepare the scope of services for formal Request for Proposals (RFPs) to solicit qualified consultant services. Utilize a selection process to evaluate and rank submitted design proposals to qualify design consultants for final selection process along with criteria approved by the City, for final ranking. With the City’s approval, negotiate design scope and fees with selected design consultant using approved guidelines and make recommendation for contract award in accordance with the City’s procurement process.
3. Design Contract Management – Conduct a project kickoff meeting for each project to define roles and responsibilities, establish communication protocols, and formalize the design schedule. Design contracts will typically include Concept Design, Final Design, and Right-of-Way Acquisition. Administer and provide oversight to the design consultant through all phases of design and associated consultant services. Prepare preliminary cost estimates (+/- 30%) for projects in design and construction and review consultants’ cost estimates at various stages of project design. Preliminary cost estimates will be based on historical GDOT and City pricing. Coordinate the required environmental, utility, and other permit clearances required to support construction. This includes coordinating the efforts of the City staff, Contractor project personnel, consultants, and permitting agencies. Contractor’s scope of services does not include permit-related costs. Coordinate with the Communications staff as required per the scope of project design services, including coordination of public meetings and posting information to the web site.
4. Construction Management – Make recommendation regarding procurement contracting strategies and construction procurement packages to include technical scopes of work, applicable specifications, and procurement requisitions to the City. Coordinate consultant design procurement packages that are ready for advertising, advertise projects, coordinate method for providing plan/specification packages (including bid quantities) for vendor review, receive and reply to vendor questions during the bid process, and coordinate addenda as required. Contractor will conduct vendor bid reviews and make recommendations for award to the City. Provide field construction observation of the City’s Capital Program construction projects. Field construction observation activities will include:

- a. **Review of Work:** Conduct daily on-site observations of the vendor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the vendor. Contractor's observation of the work is not an exhaustive observation or inspection of all work performed by the vendor. Contractor does not guarantee the performance of the vendor and Contractor's observations shall not relieve the vendor from responsibility for performing the work in accordance with the contract for construction.
- b. **Deficient and Non-conforming Work:** Should Contractor discover or believe that any work by the vendor is not in accordance with the contract for construction, or is otherwise defective, not conforming to requirements of the contract or applicable rules and regulations, Contractor shall bring this to the attention of the vendor and the City. Contractor shall thereupon monitor the vendor's corrective actions and shall advise the City as to the acceptability of the corrective actions.
- c. **Subsurface and Physical Conditions:** Whenever the vendor notifies Contractor or the City of subsurface or physical conditions at the site which differ from that represented in the construction contract, Contractor will advise the City and inspect the conditions at the site. Contractor will advise the City as to the appropriate action(s), and will assist the City in responding to the vendor.
- d. **Substantial and Final Completion:** Assist the City with inspections at substantial and final completion, in accordance with the contract for construction. Make recommendations to the City regarding acceptance of the work based upon the results of the final inspection.
- e. **Testing & Inspection:** Coordinate specialized testing and inspection services as required. Testing services are not included in this scope and will be funded through the related capital project.
- f. Conduct regular progress meetings with design and construction vendors, provide advice to the City regarding schedule changes, as well as provide monthly project progress updates including percent complete and percent paid.
- g. Develop design and construction vendor invoicing procedures, review submitted invoices for accuracy, and recommend for payment by the City based upon Contractor's knowledge, information and belief from its observations of the work and selected sampling that the work has progressed to the point indicated.
- h. Coordinate with Communications staff to provide web site information to inform the public of construction activities. Facilitate design and construction vendor interaction and coordination with utility companies and other agencies as required to complete the vendor's work.

- i. Receive, log, and notify the City about letters and notices from the vendor concerning claims or disputes between the Design Consultant or vendor and the City pertaining to the acceptability of the work or the interpretation of the requirements of their respective contracts and assist the City in discussions with the appropriate party to resolve claims and disputes.
- j. Maintain a record of its observations of the work as well as copies of all correspondence, meeting summaries, test reports, and progress reports relating to the project. Contractor will also coordinate the vendor's submittal of as-built drawings, specifications and other required as-built or record documents and shall transmit these to the City.

## **E. Traffic Services**

Manage and maintain traffic signs within the City, provide emergency response regarding traffic signage and manage work requests related to traffic signage.

1. Citizen Response – For citizen contacts received via telephone, email, or the City website, enter and track citizen requests in an electronic asset management/work order system provided by the City. This system will incorporate problem codes for various public works functions based on the urgency of the request. Contact the caller who initiated the request to provide progress updates and to verify that services were performed in an acceptable and timely manner. Assign a priority code to each work order based on the urgency of the request.

The City Subcontractors are responsible for meeting the performance criteria identified above for their respective scope of work.

2. Pavement Markings – Provide operational oversight of the installation of pavement markings based on a priority basis as needed. Excludes State routes and private streets. Pavement Markings are installed by a subcontractor employed directly by the City. The City Subcontractor is responsible for meeting the performance criteria. Contractor is responsible for oversight of the City Subcontractor for this scope of work.
3. Minor Traffic Studies – Conduct minor traffic studies including traffic calming requests and intersection sight distance studies. Conduct traffic signal warrant studies as specified. Evaluate up to ten (10) neighborhood traffic requests annually for traffic calming requests and intersection sight distance studies.
4. Special Event Permit Requests – Review Special Event Permit requests in coordination with the Community Development Department and other departments as applicable. Special events include festivals, races, neighborhood parties, parades, etc. Review requests for lane closures, street closures, and associated traffic requirements and determine requirements for traffic control and other coordination to maintain

orderly traffic flow during events. Review permit requests for up to ten (10) events per year.

5. Street Light Requests – Review and process applications for new street lights. Recommend new street light installations and type of street light based on citizen requests, developer requests, and safety issues. Submit request to the City Manager for approval. Notify utility contractor regarding street light issues. Facilitate citizen requests for street light issues. Process up to twenty-five (25) requests annually. Contractor is not responsible for payment for utilities of street lights. Street lights are maintained by the applicable public utility. Maintenance and scheduling are controlled by the public utility and not by the Contractor.

#### **F. Field Services (Street and Right-of-Way Maintenance)**

Develop and implement the City's pavement management program which includes roadway resurfacing and reconstruction; provide oversight of roadway maintenance, mowing and trimming within the right-of-way, utility coordination and permitting; provide recommendations for bridge maintenance; and coordinate emergency response related to Field Services. The City is to provide sufficient area for the storage of materials and equipment necessary to provide the services defined in this scope.

1. Citizen Response – For citizen contacts received via telephone, email, or the City website, enter and track citizen requests in an electronic asset management/work order system provided by the City. This system will incorporate problem codes for various public works functions based on the urgency of the request. Contact the caller who initiated the request to provide progress updates and to verify that services were performed in an acceptable and timely manner. Assign a priority code to each work order based on the urgency of the request.

The City Subcontractors are responsible for meeting the performance criteria identified above for their respective scope of work.

2. Pothole Repair – Assign work orders to complete repairs efficiently according to the priority ranking assigned. Address pothole repair proactively. Potholes are defined as an area less than or equal to twenty-five (25) square feet. Survey roadways by area to determine minor roadway repairs needed. Cost of materials for Pothole Repair is the responsibility of the City. Pothole Repair is performed by a subcontractor employed directly by the City. The City Subcontractor is responsible for meeting the performance criteria. Contractor is responsible for oversight of the City Subcontractor for this scope of work.
3. Resurfacing and Reconstruction Program – Make recommendations for resurfacing and reconstruction in accordance with available funding in the City's capital improvement budget and with the Pavement Management System. Assist the City staff in preparing bids and contracts for resurfacing and reconstruction projects included in the City's annual budget. Prepare scopes for procurement documents,

evaluate proposals, and make recommendations for award. Material testing and inspection services are not included in the scope of this contract.

4. Bridge Maintenance Management – Make recommendations for capital projects for repair or replacement as provided in the bi-annual GDOT inspection report or in other reports and studies performed on behalf of the City. Coordinate with state agencies to maximize cost sharing opportunities for bridge maintenance and repairs. Provide oversight of minor repairs including only minor guardrail repair and minor bridge deck repairs (minor is defined as routine, non-structural, cosmetic repairs) as necessary. Prepare scopes for procurement documents, evaluate proposals, and make recommendations for award for projects as listed in the CIP projects for Public Works and executed in the City contracts. Costs for repair or replacement are not included. Material testing and inspection services are not included in the scope of this contract.
5. Mowing – Provide oversight of mowing of right of way and of trash pick-up along the designated routes before mowing. Private streets are not included. Mowing is performed by a subcontractor employed directly by the City. The City Subcontractor is responsible for meeting the performance criteria identified. Contractor is responsible for oversight of the City Subcontractor for this scope of work.
6. Other Right-of-Way Maintenance – Provide oversight of vegetation trimming within the right-of-way of the City streets as needed to provide adequate sight distance (vegetation trimming includes trimming as necessary to provide a clear view of traffic control devices within the City, including removal up to four-inch diameter trees and vegetation less than twenty feet above ground). Provide oversight of litter pick up, graffiti removal, pickup and disposal of illegally dumped material and dead animals. There will be no collection or contact with any hazardous or potentially dangerous material. Other Right of Way Maintenance is performed by a subcontractor employed directly by the City. The City Subcontractor is responsible for meeting the performance criteria identified. Contractor is responsible for oversight of the City Subcontractor for this scope of work.
7. Utility and Right-of-Way Permits – Issue permits for street cuts, right-of-way use, street lights, and other utility work in accordance with the City ordinances. Create and track permit requests in an electronic database provided by the City. Monitor field activity to confirm that traffic control, field work, and restoration are performed in accordance with the City standards. Coordinate with local utilities regarding the installation of new facilities and the maintenance of existing facilities within the right-of-way. Work with developers and utility representatives as appropriate to determine the best solutions for issues within the right-of-way. Process up to ten (10) permits per month. Repair and restoration work schedules are controlled by the utility companies and cannot be controlled by the Contractor.
8. Concrete Maintenance – Provide oversight of concrete maintenance on the City's sidewalks, curbs and gutters to ensure they are properly maintained. These activities may include, but are not limited to concrete finishing, trip hazard grinding, quick

patching, handicap ramp repair, sidewalk repair, and other minor miscellaneous maintenance. Assign work orders to complete repairs efficiently according to the priority ranking assigned. Concrete Maintenance is currently by a subcontractor employed directly by the City. The City Subcontractor is responsible for meeting the performance criteria identified. Contractor is responsible for oversight of the City Subcontractor for this scope of work.

Document Precedence for Public Works Services – The scope of services outlined shall be performed in accordance with manuals, standards and guidelines which shall have the following order of precedence:

1. City of Peachtree Corners Ordinances, Resolution, or Other Council-Adopted Items.
2. Manual on Uniform Traffic Control Devices (MUTCD), Current Edition.
3. Georgia Department of Transportation Specifications and Standards.
4. American Association of State Highway and Transportation Officials (AASHTO), Federal Highway Administration, and Institute of Transportation Engineers Specifications, Procedures, and Guidelines as Applicable.

## **II. OPTIONAL SERVICES**

**A. Grant Applications** - Assist the City's City Manager, or his designee, to identify opportunities for grant funding. Provide requested technical information to the City's City Manager, or his designee, to meet submittal deadlines and other reporting requirements related to the grants. The City is responsible for ensuring compliance with applicable local, state, and federal grant requirements not performed by Contractor.

**B. Solid Waste Management Coordination** – Update the City's Solid Waste Master Plan as required by the Georgia Department of Community Affairs. Perform oversight of the City's Solid Waste Program to include the following:

1. Work with the solid waste hauler to maximize the efficiency of their routes.
2. Work with the hauler to improve customer relations.
3. Work with the Webmaster to create a solid waste site on the City's website.
4. Develop educational or informational materials for the hauler to be distributed in the citizen's billings.
5. Meet with local schools and community groups to educate them on waste reduction programs.
6. Work closely with local businesses on waste reduction programs.

7. Collect data from the hauler identifying amount of waste and recycling, and subsequently monitor the amount of waste reduction.
8. Write grants for waste reduction programs.
9. Work with local churches, libraries, parks and schools to establish recycling drop off sites.
10. Institute waste reduction programs at the City's facilities.
11. Work with apartment complexes and shopping centers in implementing recycling programs.
12. Coordinates the activities of volunteer organizations such as Gwinnett Clean and Beautiful.
13. Coordinate the development and implementation of median and right-of-way beautification projects.

## APPENDIX A

### WORK ORDERS CLASSIFICATION

**A. Priority 1 – “Urgent” (complete within 1 business day).**

Below is a list of potential conditions that will warrant “after-hours” response and will warrant a Priority 1 work order classification, calling for completion within 1 business day (8 business hours). All issues would need to be investigated and assessed to determine the level of response required.

Standing Water in Roadway	Would become a priority repair if water is a hazard/safety concern and/or poses threat to life and safety.
Road Closure Requested by PD or FD (various reasons)	Major incidents / long term closures only. Short term closures to be handled by Police.
Dead Animal in Roadway	Large in travel lane causing hazard
Debris and Litter	Hazard to motorist or severely unsightly.
Flooding	Threat to property/persons and/or safety hazard.
Sinkhole	If hole poses threat to persons and/or property or if road is in danger of collapse.
Water Coming Out of Road	Possible damaged water main (County). Could be storm water in major rain event.
Tree Removal	If tree is blocking road or threat to property or persons.
Damaged Guardrail	Only if damaged guardrail is sticking out into the roadway or a safety hazard.
Void in Sidewalk	Only if a hazard to pedestrians. Close sidewalk until repair can be made.
Damaged Storm Structures (i.e., Catch Basins, storm pipes)	If the problem is causing flooding or hazard that needs immediate attention.
Missing or Broken Grate or Lid	Secure the hole until the lid can be replaced.
Storm Pipe Clogged	Only if causing flooding in roadway.
Potholes	Only if potential safety or property damage due to size.
Snow and/or Ice	Hazardous to motorist and/or pedestrians.
Sign Problems such as missing, damage, or limited visibility	Only if causing confusion or a safety issue. Stop, yield, or Do Not Enter signs only.
Downed Power Lines or Power Outage	Secure area and coordinate with power company.
Water Going Over Curb	Only if threat to persons or property.
Accidents	Only as needed for major issues such as large oil/fuel spills
Bridge Overtopping	Close bridge using “Bridge Closure SOP”.

**B. Priority 2 – “Important” within 72 hours (complete within 3 business days).**

This priority will be used when response time is important, but not “urgent”. This code is used for things like patching a small pothole that does not pose an imminent safety or

property damage threat but could if left unattended, cleaning of a clogged storm pipe before the next forecasted rain event, sight distance issues.

**C. Priority 3 – “Standard” 7 – 10 business days.**

This is for corrective work that can be planned and scheduled based on efficiencies.

**D. Priority 4 – Preventive Maintenance.**

This priority code will be used for all preventive maintenance activities that are performed on a routine schedule such as mowing, litter pick-up, and storm structure inspections/cleanings.

**E. Priority 5 – “Extensive” 30-days.**

Used for projects that cannot be completed within 10 days due to size/scope of the project or because there is a lead time for ordering parts/materials.

## **EXHIBIT B**

In Order to accommodate the Scope of Services, the Parties agree to provide the following in support of personnel and service delivery:

### **I Contractor:**

#### 1. Personnel

- a. 5- Long Sleeve and 5-short sleeve PC logo shirts; 1-PC rain jacket; 1 PC-logo cap for field personnel.
- c. 1 4-wheel drive vehicle (Ford F-150 or similar pick-up truck) and one sedan.
- d. Professional fees for mandatory continuing education and to maintain certifications.
- e. Professional organization fees to organizations such as GPWA that offer continuing education credits for certified personnel.
- f. Minimum reimbursement necessary for travel and expenses associated with certification renewal and/ or maintenance.

#### 2. Service Delivery

- a. Standard office supplies (i.e. copy paper, pens, markers, etc.).
- b. Vehicle repair and maintenance.
- c. Cell phones for field personnel.

### **II City:**

The City will provide the following in support of personnel and delivery:

#### 1. Personnel

- a. Computer hardware and software for all personnel.
- b. Telephones for all personnel.
- c. Furniture/work station for all personnel.

#### 2. Service Delivery

- a. Standard office equipment including copy, fax and scan machines.

- b. Small office equipment as needed.
- c. Maintenance and repair of all city provided equipment.
- d. Rent, utilities and facility expenses.
- e. Break room supplies.
- f. Mileage reimbursement for use of personal vehicles for City business at the standard Federal Government rate, only when the two vehicles provided above are not available for use.
- g. Expenses associated with bid advertisements and public meetings, including postage for mail notices and newspaper advertisements for public meetings.

**EXHIBIT C**

**COMPENSATION TABLE**

<b>INVOICE BILLING DATE</b>	<b>INVOICE DUE DATE</b>	<b>AMOUNT DUE</b>
July 1, 2014	July 15, 2014	\$ 0.00
August 1, 2014	August 15, 2014	\$ 0.00
September 1, 2014	September 15, 2014	\$ 47,836.70
October 1, 2014	October 15, 2014	\$ 47,836.70
November 1, 2014	November 15, 2014	\$ 47,836.70
December 1, 2014	December 15, 2014	\$ 47,836.70
January 1, 2015	January 15, 2015	\$ 47,836.70
February 1, 2015	February 15, 2015	\$ 47,836.70
March 1, 2015	March 15, 2015	\$ 47,836.70
April 1, 2015	April 15, 2015	\$ 47,836.70
May 1, 2015	May 15, 2015	\$ 47,836.70
June 1, 2015	June 1, 2015	\$ 47,836.70

**EXHIBIT D**

**O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a(n) Contract Agreement for Services [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from City of Peachtree Corners, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ 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 an 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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_