

**AMENDMENT NO. 5 TO THE
PROFESSIONAL SERVICES AGREEMENT
FOR MUNICIPAL GOVERNMENT SERVICES**

This Amendment No. 5 (“Amendment”) is made and entered into this _____ day of _____, 2022, by and between the CITY OF STONECREST, GEORGIA, a municipal corporation of the State of Georgia (the “City”), and CH2M HILL ENGINEERS, INC., a Delaware corporation authorized to do business in Georgia with its principal office located at 9191 S. Jamaica Street, Englewood, CO 80112 (“Contractor”); heretofore referred to jointly as the “Parties.”

WHEREAS, the Parties entered into a Professional Services Agreement for Municipal Government Services, that commenced on June 15, 2017 (the “Agreement”); and

WHEREAS, Section 2.4 of the Agreement requires new services or a modification to services mutually agreed upon by the Parties must be in writing; and

WHEREAS, Section 22.12 of the Agreement requires that any amendment to the Agreement, including any exhibits, must be in writing approved by both Parties; and

WHEREAS, the Parties desire to amend the Agreement as set forth below.

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. Exhibit A – SERVICES is deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein.
2. Exhibit B – COMPENSATION is deleted in its entirety.

This Amendment No. 5 together with the Agreement constitute the entire agreement between the Parties and supersede all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be duly authorized officers as of the day and year set forth next to each signature.

[SIGNATURES ON THE FOLLOWING PAGE]

CH2M HILL ENGINEERS, INC.

By:
Title:

DATE

CITY OF STONECREST

By: George Turner
Title: Mayor Pro Tem

DATE

**Approved as to form and legal
sufficiency subject to execution
by Fincher Denmark LLC:**

By: City Attorney

DATE

EXHIBIT A – Services and Compensation



9191 Jamaica Street
Englewood, CO 80112
United States
T +1.303.771.0900

www.jacobs.com

March 9, 2022

Attention: Janice Allen Jackson
City Manager
City of Stonecrest
3120 Stonecrest Blvd #100
Stonecrest, Georgia 30038

Subject: Transitional Services

Dear Ms. Jackson:

I am writing to you today to confirm the continuation of transitional services which will be provided for the City of Stonecrest (the "City") by CH2M HILL Engineers, Inc. ("CH2M") following the conclusion of the Professional Services Agreement for Municipal Services, dated June 15, 2017 (the "Municipal Services Agreement"). The City has assumed the services which CH2M was previously providing under the Municipal Services Agreement. In accordance with Section 11.2 of the Agreement, the City has requested that CH2M continue to provide the below referenced services under the terms of the Agreement for a period of ninety (90) days from the completion of the current extension period, effective April 1, 2022 with no option to extend such services any further. The City may terminate these services at any time with 30 days' advance written notice to CH2M.

The following services shall continue to be provided by CH2M:

- (1) Economic Development Director- CH2M will provide one resource to serve in the Economic Development Director role for up to 25 hours per week for a period of up to ninety (90) days. The Economic Development Director will provide Economic Development Support, as specified in the Agreement. This position will work remotely, with time in the office as needed.
- (2) Planning Administrative Assistant (full time)- CH2M will provide a resource to offer administrative support to the Planning and Zoning Department. Duties shall include, but are not limited to, agenda management for Planning Commission meetings and applicant communications.
- (3) Deputy City Manager (full time)- CH2M will provide a resource to serve in the Deputy City Manager role. The duties of this position include assisting the City Manager in the observation of various City Departments, particularly on the days when the City Manager is working remotely and report on department activities to the City Manager. The Deputy City Manager shall also observe the activities of the technical/engineering functions of the City related to engineering, infrastructure and O&M and make recommendations to the City regarding these functions. The Deputy City Manager will work remotely one week per month.
- (4) Building Inspector (full time)- CH2M will provide a resource to offer building inspection services. Duties shall include, but are not limited to, performing various building inspections at



March 9, 2022
 Subject: Transitional Services

project sites, assisting with inspection scheduling and contacting applicants to answer questions and address project-specific issues.

- (5) Planning and Zoning Technical Support- CH2M will provide on-call planning resources in support of the City's Interim Planning and Zoning Director. The duties of these resources are to assist the Director in the execution of work with the City including applicant consultations, permit application reviews, and updates to planning-related documents as assigned by the Director. The support may include mixed staffing based on the expertise required and is expected to equal up to approximately 1.5 FTE's (60 hours) per week.
- (6) Communications Director- CH2M will provide a Communications Director on an on-call basis to consult with the City on ongoing projects. The Communications Director will work remotely.
- (7) Strategic Plan Facilitation- CH2M shall continue to provide support in the completion of the City's Strategic Plan.

There are no hours provided for an Office Manager, Building Official or City Engineer as these services have not been requested to be extended. However, should the City call upon any Jacobs resources to assist and/or consult in these or similar capacities and if the resources are available to provide assistance, the City will be billed for their services at the appropriate rate in alignment with rates currently utilized for the City.

Compensation for the Transitional Services shall be billed in accordance with the rates below for actual hours worked. Any employee designated as full time will be billed at a minimum of 40 hours per week.

Extended Positions	Daily Hours Estimate	Budgetary Estimate Apr 1 to 30	Budgetary Estimate May 1 to 31 (excludes Memorial Day)	Budgetary Estimate June 1 to 30	Estimated 3 Month Total
DCM	8.4	\$35,294	\$35,294	\$35,294	\$105,881
Economic Development	5	\$26,356	\$26,356	\$26,356	\$79,068
Planning Administration	8.8	\$12,125	\$12,125	\$12,125	\$36,375
Total Labor		\$73,775	\$73,775	\$73,775	\$221,324
Travel		\$8,158	\$8,158	\$8,158	\$24,475
Total with Labor and Travel		\$81,933	\$81,933	\$81,933	\$245,799

Additional Support Positions	Hourly Rates	Estimated April Hours	Budgetary Estimate Apr 1 to 30	Estimated May Hours	Budgetary Estimate May 1 to 31 (excludes Memorial Day)	Estimated June Hours	Budgetary Estimate June 1 to 30	Estimated 3 Month Total
Planning Support	\$ 174.04	240	\$ 41,770.62	240	\$ 41,770.62	240	\$ 41,770.62	\$ 125,311.86
Marci Davis	\$ 192.25	21	\$ 4,037.24	21	\$ 4,037.24	21	\$ 4,037.24	\$ 12,111.72
Monty Hill	\$ 93.50	84	\$ 7,853.85	84	\$ 7,853.85	84	\$ 7,853.85	\$ 23,561.56

Strategic Plan	Hourly Rates	Estimated Time to Complete	Total
Janeane Giarrusso	\$ 195.96	25	\$ 4,898.94
Mihika Ram	\$ 101.43	25	\$ 2,535.73
Graphic Artist	\$ 91.28	10	\$ 912.84
Total			\$ 8,347.51

TOTAL 3 MONTH BUDGET

\$415,131.86

In addition, the City will be responsible for all travel and accommodations costs necessary for out-of-state employees to serve on the project. Such costs shall be billed to the City in the monthly amounts set forth above and reconciled with actual expenditures at the end of the extension period. If other or additional resources are needed beyond those identified, bill rates for such resources will be provided to the City prior to assignment on the project.



March 9, 2022

Subject: Transitional Services

If the foregoing is acceptable to the City, please execute a copy of this letter acknowledging acceptance and return to me at your earliest convenience.

Yours sincerely

Hope Anastasakis

Risk Manager

(720) 987-6288

hope.anastasakis@jacobs.com

Copies to: Mayor Pro Tem George Turner, City Attorney Winston Denmark

City of Stonecrest

By: _____

Name: _____

Title: _____

Date: _____