

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

THIS SIXTH AMENDMENT is made and entered into this 26th day of January, 2015, by and between the City of Johns Creek, a municipal corporation of the State of Georgia (the "City"), and CH2M HILL Engineers, Inc., a Delaware corporation ("Contractor"), heretofore referred to jointly as the "Parties".

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

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

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

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

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

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

WHEREAS, on October 6, 2014, the Parties entered into the Fifth Amendment to Agreement By and Between City of Johns Creek and CH2M HILL Engineers, Inc. for Provision of City Operations Service Entered on November 29, 2006 (the "Fifth Amendment"); and

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

WHEREAS, the Parties desire to amend the First Amendment.

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

1. Section 10.2, Option to Renew is hereby revised to add the following:

The Agreement is extended by one (1) additional year term to September 30, 2016. This Agreement shall be automatically renewed for one (1) additional year term at the expiration of the additional year term (September 30, 2016), unless either party furnishes the other party written notice of its intent not to renew this Agreement not less than one hundred twenty (120) calendar days prior to the expiration of the additional term.

2. Exhibit D is hereby revised to add the Billing Reconciliation Table for service period of October 2015 to September 2016 as attached hereto.
3. All other terms and conditions Agreement shall remain in effect unless modified herein.

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

CH2M HILL ENGINEERS, INC.

xxx

Scott McElley
By: *Scott McElley*
Senior Designated Manager

3/16/2015
DATE

ATTEST

Tom G. Huntcrash

3/16/2015
DATE

CITY OF JOHNS CREEK, GEORGIA

Mike Bodker
By: Mike Bodker
Mayor

1-29-2015
DATE

W.A. VA
By: Warren Hutmacher
City Manager

2-3-2015
DATE

Joan Jones
By: Joan Jones
City Clerk

2-3-2015
DATE

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

Richard A. Carothers
By: Richard A. Carothers
City Attorney

2-10-15
DATE

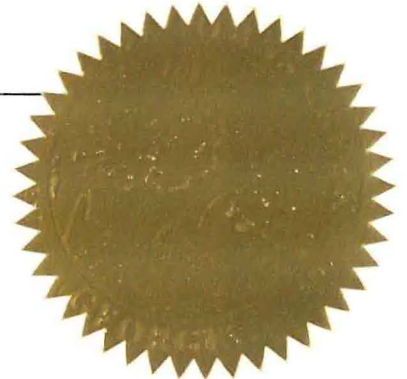


EXHIBIT D
Billing Reconciliation Table
For October 2015 to September 2016
(Revised December 17, 2014)

ESTIMATED RECONCILIATION PERIOD

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

Billing Date	Service Period	Reconciliation Period			Invoice/Refund Date
		Report Date	City Review	Resolution	
9/15/2015	October 2015	11/15/2015	11/30/2015	12/15/2015	12/15/2015
10/15/2015	November 2015	12/15/2015	12/30/2015	1/15/2016	1/15/2016
11/15/2015	December 2015	1/15/2016	1/30/2016	2/15/2016	2/15/2016
12/15/2015	January 2016	2/15/2016	2/28/2016	3/15/2016	3/15/2016
1/15/2016	February 2016	3/15/2016	3/30/2016	4/15/2016	4/15/2016
2/15/2016	March 2016	4/15/2016	4/30/2016	5/15/2016	5/15/2016
3/15/2016	April 2016	5/15/2016	5/30/2016	6/15/2016	6/15/2016
4/15/2016	May 2016	6/15/2016	6/30/2016	7/15/2016	7/15/2016
5/15/2016	June 2016	7/15/2016	7/30/2016	8/15/2016	8/15/2016
6/15/2016	July 2016	8/15/2016	8/30/2016	9/15/2016	9/15/2016
7/15/2016	August 2016	9/15/2016	9/30/2016	10/15/2016	10/15/2016
8/15/2016	September 2016	10/15/2016	10/30/2016	11/15/2016	11/15/2016