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**CITY COUNCIL AGENDA ITEM**

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**TO:** Mayor & City Council

**DATE:** September 10, 2014

**FROM:** John McDonough, City Manager

**AGENDA ITEM:** Recommendation to enter into contract agreement with Optech RWM, LLC for traffic sign maintenance and emergency road services

**MEETING DATE:** For Submission onto the September 16, 2014, City Council Regular Meeting Agenda

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**BACKGROUND INFORMATION:** (Attach additional pages if necessary)

See attached:

Memorandum  
Service Agreement

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**APPROVAL BY CITY MANAGER:** BRP APPROVED

**PLACED ON AGENDA FOR:** 09/16/2014

**CITY ATTORNEY APPROVAL REQUIRED:** (  ) YES (  ) NO

**CITY ATTORNEY APPROVAL:** [Signature]



TO: Mayor and City Council

FROM: John McDonough, City Manager

DATE: September 9, 2014 for submission on the Consent Agenda of the September 16, 2014 City Council Meeting

ITEM: Recommendation to enter into contract agreement with Optech RWM, LLC for traffic sign maintenance and emergency road services

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## **Background**

On July 30, 2014 the Purchasing Department released a request for proposals (RFP) for Traffic Sign Maintenance services. Proposals were received on August 22, 2014. An evaluation team of four completed reviewing the proposals and Optech RWM, LLC's response was deemed to be the most qualified responder.

## **Discussion**

Optech RWM, LLC has provided other services to the City of Sandy Springs since the City's incorporation in 2005. The firm has provided services for mowing, litter and sign pickup on the City's rights-of-way. Litter pickup on the interstates within the City was added to the scope in fiscal year (FY) 2014. Additionally, Optech RWM, LLC assists with maintaining the City's storm drain systems as well as park grounds. The firm currently provides sign maintenance activities for the City of Milton. A work session item was presented during the September 2, 2014 work session outlining the review process in detail.

Staff recommends awarding the contract for traffic sign maintenance and emergency road services to Optech RWM, LLC.

## **Alternatives**

Council may choose to not award the contract.

## **Attachment**

- I. Service Agreement



[MODEL CONTRACT]

**SERVICE AGREEMENT**  
**TRAFFIC SIGN MAINTENANCE AND EMERGENCY ROAD SERVICES**

This Service Agreement (hereinafter "Agreement") is made this 1<sup>st</sup> day of **October, 2014** by and between **Optech RWM, LLC** (hereinafter "Contractor") located at **2210 Justin Trail Alpharetta, GA., 30004** and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing traffic signal maintenance, traffic sign maintenance, traffic calming devices and emergency road closures; and

**WHEREAS**, Sandy Springs has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the Sandy Springs Public Works Department Director, or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and

additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until June 30, 2015. Further Sandy Springs has an option to renew this agreement for an additional three (3) one (1) year terms.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty

(30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided,

however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance.**

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit F and incorporated herein by this reference.

11. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

12. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to Sandy Springs:**

John McDonough, City Manager  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350

**With copies to:**

Wendell Willard, City Attorney  
7840 Roswell Road, Suite 330  
Sandy Springs, Georgia 30350

**If to Contractor:**

With copies to:

Robert Monette, President  
Contractor Contact, Title

2210 Justin Trail  
Address

Alpharetta, GA 30004  
City, State, Zip

13. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

14. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

16. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

17. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Assistant City Attorney

(SEAL)

\_\_\_\_\_  
***CONTRACTOR OR VENDOR NAME***

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
Witness

This Agreement to be executed in four (4) originals.

## **EXHIBITS**

- EXHIBIT A**    Scope of Services
- EXHIBIT B**    Fee Schedule
- EXHIBIT C**    Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT D**    Certification of Sponsor Drug-Free Workplace
- EXHIBIT E**    Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT F**    Insurance Requirements

**EXHIBIT A**

**SCOPE OF SERVICES**

(Scope of Services from Section 2.3.1 of Request for Proposals No. 15-006)

## **Project Scope (to become Exhibit A of the Contract)**

Contractor is to provide traffic maintenance services in the areas of traffic sign maintenance, traffic calming devices, raised pavement markers and emergency road closures.

All work must conform to the Manual of Uniform Traffic Control Devices (“MUTCD”) and Georgia Department of Transportation (“GDOT”) technical standards and specifications for traffic signs, traffic signals and road closures regarding all maintenance or minor construction within public rights-of-way, including, but not limited to, traffic signs, traffic control devices, and work zone safety.

### **MAINTENANCE SERVICES:**

Contractor shall:

1. Replace and install new signs, perform traffic sign maintenance, install raised pavement markers, place variable message boards, install traffic calming devices, trim vegetation and other work mutually agreed upon by both parties. All work shall be done in accordance with the City’s Public Works Department work order system based on the following priorities:
  - Priority 1 - Complete within twenty-four (24) hours (plus red series signs must be completed within two (2) hours of notification.)
  - Priority 2 - Complete within seventy-two (72) hours.
  - Priority 3 - Complete within ten (10) business days.
  - Priority 4 - Complete within thirty (30) business days.
2. Provide site inspections and recommendations for signs on City streets based on current knowledge of the MUTCD latest edition and accepted traffic engineering standards and practices such as those set forth by Institute of Traffic Engineers (“ITE”) as needed.
3. Provide sign maintenance services, including installation, cleaning, reposting, and replacement; trim foliage around signs blocking sight visibility of signs; and remove graffiti from signs, traffic signal cabinets and poles.
4. Request and confirm utility locates as required by Georgia law for all elements that penetrate the ground, including sign locations.
5. Provide all traffic control at work locations per MUTCD, current edition.
6. Install and repair rubberized modular speed cushions (Road Kop RKP Series 1 or equivalent).
7. Install raised pavement markers.
8. Transport, set-up, program and activate the variable message boards as directed.
9. Properly dispose of foliage trimmed from around signs, signals or street lights.

## SIGN MATERIALS:

Contractor shall:

1. Provide a minimum amount of materials to complete day-to-day operations as listed in Materials Cost Schedule (Table 1 of Appendix 1). Any materials furnished or installed not meeting the standards or requirements of the City will be replaced at the contractor's expense.
2. Provide all sign materials and posts and ensure compliance with the MUTCD (latest version) and current City standards.

Contractor shall be subject to random review of the inventory levels and available equipment.

All materials shall be listed by the MUTCD sign codes and be standard roadway sizes. All materials shall be prismatic grade reflective sheeting (3M 4090 or equivalent) unless otherwise directed by a City representative prior to the fabrication and installation of the sign.

## SIGN EQUIPMENT:

Contractor shall:

1. Provide proper equipment necessary to install and remove signs in a timely manner.
2. Provide a truck of sufficient size and that is designed to hold signs in an upright position so the signs will not be scratched or damaged. Truck must also provide an adequate storage area for other equipment and debris to reduce damage to new materials. Truck shall be equipped with a trailer hitch for towing.
3. Have the following equipment/tools on the truck at all times:
  - One (1) digital camera
  - Wrenches and sockets
  - Hedge clippers/ hedge trimmers
  - Tree loppers
  - Post removal equipment
  - Post installation equipment
  - Chain saw or other mechanical limb trimming device
  - Two (2) power impact drills and all appropriate size and type bits to complete work in any surface
  - Level
  - 2-part epoxy gun
  - Tape measure and measuring wheel
  - Graffiti removal products
  - Cleaning supplies such as water, water bottles, shop rags, towels, squeegees and any other chemicals needed to complete work orders
4. Provide reasonable additional tools or test equipment necessary to perform all services covered by this scope of work at no additional expense to the City.

5. Allow the City to provide and install a GPS device in the dedicated vehicle.
6. Provide a communication link for personnel performing services under this scope of work to the designated City representative.

#### ADMINISTRATIVE ITEMS:

Contractor shall:

1. Appoint and provide a Project manager with complete contact information including e-mail address and cellphone number to attend weekly meetings to discuss sign-related issues within four (4) hours of phone contact by a City representative.
2. Develop and provide a weekly status report schedule, monthly cost summary, and progress reports on all work completed under the contract.
3. Submit reports by the third business day of the following month in a format designated by the City's representative.
4. Notify the designated City representative of any rotation of crew members within one (1) week of rotation.
5. Submit completed work orders to City representative or designee daily and in a format as designated by the City representative.
6. Invoice the City for services and materials by the 5<sup>th</sup> day of the month for the previous month. Invoices shall follow the invoice requirements contained in the contract. All materials shall have the City's work order number associated to each type of material used. Contractor shall prepare and submit a separate invoice for each City project.

Invoices shall be sent to:      City of Sandy Springs  
   Accounts Payable  
   7840 Roswell Road, Suite 500  
   Sandy Springs, GA 30350  
   770.206.1440

7. Contractor shall develop and provide a status report schedule, monthly invoice summary, and progress reports on all work completed under the contract. This report shall be submitted on the third business day of the following month.

#### WORK SCHEDULE:

Travel time to and from work is NOT included in this scope. Contractor's crew shall work a forty (40) hour work week consisting of five (5) days of eight (8) consecutive hours, not including a one (1) hour lunch. Contractor's crew shall work within the City boundaries during the work week except for non-regular City-defined holidays. All crew members shall report to the City office by 8:00 AM, equipped with the designated vehicle, tools, equipment and materials to complete that day's tasks.

## HOLIDAY SCHEDULE:

The following dates are considered to be holidays under this scope of work:

- New Year's Day
- Martin Luther King, Jr's Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

## CONTRACTOR PERFORMANCE EVALUATIONS:

1. The City representative will conduct a monthly performance evaluation with the contractor's Project manager. Evaluations will be provided to the contractor's Project manager on or before the tenth (10<sup>th</sup>) day of the following month. The evaluation will cover the following:

- Work order completion, including quality of work.
- Work order paperwork completion (on time and correct).
- Overall crew performance, including:
  - Arriving on time for work;
  - Proper attire for the job (Note: t-shirts and sweat pants are **NOT** acceptable);
  - Adequate job knowledge to perform tasks according to industry standards;
  - Crew's attitude and willingness to do what is necessary to finish the assigned tasks efficiently, correctly and completely.
- Accuracy and completion of work orders verified by field check.
- Accuracy and completion of proper billing in a timely manner.
- Required meeting attendance or contractor project manager availability.
- Preparation of safety reports when applicable.
- Inventory levels for material and equipment.

2. Unsatisfactory performance ratings are subject to the terms and conditions, including but not limited to, termination.

3. Any contractor employee that the City determines to be incapable of performing the services this scope of work requires is subject to removal from the Project. If removed, contractor shall replace the employee in a timely manner within (fourteen (14) calendar days) at no additional cost to the City.

## HEALTH AND SAFETY REQUIREMENTS:

Contractor shall:

1. Report all property damage to the City Public Works Director or designee immediately.

2. Report any accident to the City Public Works Director or designee immediately.
3. Submit quarterly safety reports to the City's Public Works Director or designee, including the number of training sessions conducted, the number of OSHA recordable injuries, and the number of lost time injuries.

#### SIGN CREW STANDARDS:

Contractor shall provide one (1) crew consisting of a skilled crew leader and a helper to perform sign maintenance and installation. The skilled crew leader shall have a minimum of three (3) years' experience as it relates to sign maintenance and should be at minimum a Level 1 International Municipal Signal Association ("IMSA") certified Sign Technician within six (6) months of the award of the contract. Both crew members shall meet the minimum criteria as required by GDOT or traffic flagging. Crew members shall be properly trained in the cutting and trimming of branches and tree limbs.

#### EMERGENCY CALLS:

Contractor shall act as first responder to after hour calls and shall provide on-call emergency services in regards to inoperable traffic signals, road closures, lane closures or downed red series signs with a maximum response time of two (2) hours. This service shall be required seven (7) days per week, fifty two (52) weeks per year. After-hours are considered to be any weekday outside of normal work hours (as defined above), all day Saturday and Sunday and City-defined Holidays. Contractor is required to respond to the on-call City representative within fifteen (15) minutes of receipt of the call. Normal work hours are 8:00 AM to 5:00 PM. Emergency calls are calls with work that occur outside of normal work hours.

#### ESTIMATED QUANTITIES:

Annual Materials Budget: \$90,000  
Annual Emergency On-call Budget: \$10,000  
Estimated number of signs in the city: 11,000

**EXHIBIT B**

**FEE SCHEDULE**

(Cost Proposal from Appendix 2 to Request for Proposals No. 15-006)

**APPENDIX 1**  
**COST PROPOSAL (to become Exhibit B of the Contract)**

**1. TRAFFIC SIGN MAINTENANCE:**

DESCRIPTION	ANNUAL RATE
40 HOURS PER WEEK ONE CREW (2 MEN AND A 1-TON SERVICE TRUCK) MONDAY THROUGH FRIDAY	\$ <u>187,374</u>
SIGNAGE INFRASTRUCTURE MATERIAL ALLOWANCE	\$ 90,000.00
EMERGENCY CALL-OUT ALLOWANCE	\$ 10,000.00
Total Bid	\$ <u>287,374</u>

The City may acquire other services from the vendor; provided, however, no charges shall be authorized without written authorization for the City prior to such cost being incurred.

**2. EMERGENCY ROAD CLOSURES, SIGN PLACEMENT AND TREE TRIMMING**

EMERGENCY ON-CALL SERVICES WITH ONE MAN AND A PICKUP TRUCK WILL BE BILLED PER HOUR \$ 125 (MINIMUM OF 2 HOURS)

EMERGENCY ON-CALL SERVICES WITH TWO MEN AND A PICKUP TRUCK WILL BE BILLED PER HOUR \$ 185 (MINIMUM OF 2 HOURS)

EMERGENCY ON-CALL SERVICES WITH ONE MAN AND A SERVICE TRUCK WILL BE BILLED PER HOUR \$ 125 (MINIMUM OF 2 HOURS)

EMERGENCY ON-CALL SERVICES WITH TWO MEN AND A SERVICE TRUCK WILL BE BILLED PER HOUR \$ 185 (MINIMUM OF 2 HOURS)

AFTER HOURS CREW SUPERVISOR WILL BE BILLED PER HOUR \$ 75/hr (MINIMUM OF 2 HOURS)

**3. MATERIALS COST SCHEDULE (TABLE 1)**

TYPE OF MATERIAL	SIZE	DESIGNATION	NOTE	COST (EA)
SIGN POST	6'	2" x 2"	@ #6 / LF	\$ 36.00
SIGN POST	10'	2" x 2"	@ #6 / LF	\$ 60.00
SIGN POST	12'	2" x 2"	@ #6 / LF	\$ 72.00
STUB	3'	2 1/4" x 2 1/4"	@ #6.75 / LF	\$ 20.25
TOPPER BRACKET				\$ 47.00
POST TOP SIGN HOLDER			2" Square	\$ 38.00
SNS CROSS BRACKET			12" Flat	\$ 36.00
PAVEMENT/CONCRETE MOUNT STUB			Surface M	\$ 85.00
TYPE OF MATERIAL	SIZE	DESIGNATION	NOTE	COST (EA)
STOP SIGN	30X30	R1-1		\$ 56.00
STOP SIGN	36X36	R1-1		\$ 68.00
YIELD SIGN	30X30	R1-2		\$ 52.00

YIELD SIGN	36X36	R1-2	HIP	\$ 65.00
ALL WAY PLATE	18X6	R1-3P	HIP	\$ 25.00
STATE LAW STOP FOR PEDESTRIANS	12X36	R1-6a	HIP - Plastic	\$ 75.50
REGULATORY SIGNS	24X18	RECTANGLE	H1	\$ 40.00
REGULATORY SIGNS	24X24	RECTANGLE	H1	\$ 45.00
REGULATORY SIGNS	24X30	RECTANGLE	H1	\$ 50.00
REGULATORY SIGNS	30X12	RECTANGLE	H1	\$ 60.00
REGULATORY SIGNS	30X30	RECTANGLE	H1	\$ 55.00
REGULATORY SIGNS	30X36	RECTANGLE	H1	\$ 60.00
REGULATORY SIGNS	36X36	RECTANGLE	H1	\$ 65.00
REGULATORY SIGNS	12X12	R8		\$ 30.00
REGULATORY SIGNS	12X18	R7		\$ 35.00
WARNING SIGNS	30X30	DIAMOND	HIP	\$ 50.00
WARNING SIGNS	36X36	DIAMOND	HIP	\$ 60.00
WARNING SIGNS	24X12	RECTANGLE	H1	\$ 37.00
WARNING SIGNS	38X18	RECTANGLE	(36 x 18) std.	\$ 55.00
WARNING SIGNS	24X30	RECTANGLE	H1	\$ 60.00
WARNING SIGNS	24X18	RECTANGLE	H1	\$ 35.00
WARNING SIGNS	12X9	RECTANGLE	H1	\$ 24.00
GUIDE SIGNS	9X30	SNS		\$ 55.00
GUIDE SIGNS	9X36	SNS		\$ 59.00
GUIDE SIGNS	9X42	SNS	w/NO OUTLET	\$ 60.00
GUIDE SIGNS	24X18			\$ 35.00
GUIDE SIGNS	10X27		(12 x 24) std.	\$ 35.00
OBJECT MARKER	4X8			\$ 35.00 / #65 w/button
OBJECT MARKER	18X18			\$ 38.00 / #65 w/button
OBJECT MARKER	12X36	OM3		\$ 40.00
SCHOOL	30X30	S1-1	FYG / HIP	\$ 70.00
SCHOOL	24X8		FYG / HIP	\$ 35.00
SCHOOL	12X36		FYG / HIP	\$ 55.00
SCHOOL	24X10		FYG / HIP	\$ 40.00
TYPE OF MATERIAL	SIZE	DESIGNATION	NOTE	COST (EA)
DELINIATORS	36"	WH / YEL	W/CURBING TuffCurb	\$ 225.00
PAVEMENT MOUNT SIGN HOLDER	36"	R1-6a	FOR 12X36 CROSSWALK	\$ 295.00
TOTAL COST				\$

FYG = Fluorescent Yellow Green  
 HIP = High Intensity Prismatic  
 H1 = High Intensity

**EXHIBIT C**

**CERTIFICATION OF CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 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 below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor’s compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

- \_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- \_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- \_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**

**CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**

**AFFIDAVIT VERIFYING STATUS  
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for \_\_\_\_\_  
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. \_\_\_\_\_ I am a United States citizen

**OR**

2. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

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.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Alien Registration number for non-citizens: \_\_\_\_\_

—

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

## **EXHIBIT F**

### **INSURANCE REQUIREMENTS**

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - Bodily Injury by Accident - \$100,000 each accident
    - Bodily Injury by Disease - \$500,000
    - Policy limit Bodily Injury by Disease - \$100,000 each employee
  
2. Comprehensive General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
  - (b) Blanket Contractual Liability
  - (c) Blanket "X", "C", and "U"
  - (d) Products/Completed Operations Insurance
  - (e) Broad Form Property Damage
  - (f) Personal Injury Coverage
  
3. Automobile Liability
  - (a) \$1,000,000 limit of liability
  - (b) Comprehensive form covering all owned, non-owned and hired vehicles
  
4. Umbrella Liability Insurance
  - (a) \$1,000,000 limit of liability
  - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
  
5. Professional Liability Insurance - for engineers/engineering work in an amount not less than One Million Dollars (\$1,000,000.00).
  
6. The City of Sandy Springs, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Agreement in connection with liability of the City of Sandy Springs and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any

separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350. Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.