SANDY SPRINGS™

GEORGIA

INVITATION TO BID

21-010

TREE SERVICES AND DEBRIS REMOVAL

PRE-BID CONFERENCE:
SEPTEMBER 8, 2020, 10:00 A.M.
WEBEX MEETING
Meeting number (access code): 163 043 0364
Meeting password: 8542277 from phones
JOIN BY PHONE ONLY
+1-650-215-5226 United States Toll

BID DUE DATE & OPENING:
SEPTEMBER 21, 2020, 2:00 P.M.
WEBEX MEETING
Meeting number (access code): 163 648 9260
Meeting password: 56929767 from phones
JOIN BY PHONE ONLY
+1-650-215-5226 United States Toll

Bids shall only be accepted online through the Bonfire Portal at: https://sandysprings.bonfirehub.com/projects/view/30631 **Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.**

GENERAL INFORMATION:

1. All communications regarding this solicitation must be with the assigned Procurement Agent, Delores Hill, purchasing@sandyspringsga.gov.

2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://sandysprings.bonfirehub.com/projects/view/30631 Questions are due **no later than September 10 2020, 5:00 p.m**. Questions received after this date and time may not be answered.

3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at https://sandysprings.bonfirehub.com/projects/view/30631 It is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.

4. The form of contract ("Model Contract") the City intends to execute with the selected contractor is included for your review.

5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

6. The City of Sandy Springs is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

TERMS & CONDITIONS

1. All applicable Federal and State of Georgia laws and City of Sandy Springs ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.

2. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.

3. No bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

4. The City shall be able to request of an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.

5. From the date this ITB is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this solicitation, except at the direction of Delores Hill, Procurement Agent in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:
   Delores Hill, Procurement Agent
   City of Sandy Springs
   1 Galambos Way
   Sandy Springs, Georgia 30328
   Email: purchasing@sandyspringsga.gov

6. While the City has every intention to make an award as a result of this solicitation, issuance of the ITB in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:
   a. Cancel or terminate this ITB at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;

   b. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;

c. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this ITB which would not have significant impact on any Proposal;

d. Make partial award or no award if it is in the best interest of the City to do so; and

e. Terminate any contract if the City determines adequate funds are not available.

DEFINITIONS

SSPWD: Sandy Springs Public Works Department

GDOT: Georgia Department of Transportation

ADA: Americans with Disabilities Act. The federal act that gives civil rights protections to the disabled similar to those provided to individuals based on race, color, sex, national origin, age and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

CONTRACT DOCUMENTS: Contract Agreement. General Conditions, Appendices, Special Provisions, Technical Specifications, Drawings and Plans, Bidding Documents, Exhibits

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square

Yard TN: Ton

OWNER: City of Sandy Springs

Contractor: The Prime Contractor for the Construction

Project. DOL: U.S. Department of Labor

MUTCD: Manual on Uniform Traffic Control Devices for Streets and Highways

SCOPE OF SERVICES

EMERGENCY RESPONSE TREE REMOVAL:

The Contractor shall be available to respond on an emergency basis 24 hours a day, weekdays, weekends and on holidays to remove or trim trees or vegetation in the City Rights-of-way that pose a hazard to public or private property and the traveling public. Upon notification by the City of Sandy Springs, the Contractor will respond within two (2) hours with appropriate staff and equipment as outlined in this scope, to the location of the hazard.

The contractor shall provide at a minimum, a standard maintenance crew consisting of a minimum of three (3) people, one (1) chipper and truck, and one (1) aerial tower truck. One (1) crane truck with one (1) operator shall also be available on an as needed basis. This crew shall be able to respond within two hours of notification. In the event of multiple emergencies, additional crews may be added as requested by the Director of Public Works or his designee.

The Contractor will remove the hazard from the Right-of-way as directed. The Contractor will also remove any and all debris associated with the removal of the hazard including but not limited to logs, branches, leaves, saw dust, and limbs; and will dispose of said debris legally and responsibly.

The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

All emergency work orders will be invoiced at the Emergency Services Rate as quoted in "Exhibit B"

All work will be invoiced on individual invoices on a per location/project basis.

NON-EMERGENCY GENERAL TREE SERVICE:

Contractor will provide all necessary labor, tools, implements, equipment, material, and supplies needed to complete the contracted work and to properly dispose of all materials generated in the course of the work. Chipper trucks will be considered standard equipment and should be included in all pricing as standard equipment. The Contractor will be taking direction from the Director of the Public Works Department for the City of Sandy Springs or his designee.

All non-emergency work must be approved by the Director of Public Works or his designee prior to commencing with said work.

Work will consist of tree trimming, preventative and general tree removal, and tree stump removal in various locations throughout the City of Sandy Springs as/or as directed by the Director of Public Works or his designee.

Upon notification by the Director of Public Works or his designee, the Contractor will schedule and perform the requested services within one week (5 business days), or at a time mutually agreed upon by the City of Sandy Springs and the Contractor.

The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

The Contractor will be required to conduct a site visit for all requested services prior to preforming service and will provide a price quote upon request.

Contractor shall legally dispose of all waste material generated through tree trimming and tree and tree stump removal operations. By request of the City, the Contractor maybe required to provide a report of the amount in tons of material disposed and where that material was disposed to.

TREE PRUNING:

All trees shall be completely pruned, which is defined as having crown cleaning, crown thinning, crown raising, mistletoe removal and additional requirements as indicated below, unless otherwise indicated by the Director of Public Works or his designated representative.

Pruning cuts shall apply to all branches one (1) inch in diameter or greater unless otherwise directed. Other pruning operations such as crown reductions, crown restorations, utility pruning and specialized pruning shall be as directed and may require a separate price quote. All pruning practices shall follow the ANSI A300 Pruning Standards.

Crown Cleaning is the removal of dead, dying, diseased, broken, crowded, crossing, weakly attached, low vigor branches, water sprouts from the trees crown, and suckers from the base. All dead wood one {1) inch in diameter and greater shall be removed. All water sprouts and suckers shall be removed.

Crown Thinning is the selective removal of unwanted live branches and limbs in order to provide more light and air penetration through the tree and/or lighten the weight of the remaining branches. Thinning cuts shall be made at all times unless otherwise indicated by the City Arborist or designated representative. When thinning mature tree never remove more than one fourth (1/4) of the live foliage unless otherwise Indicated by the City Arborist or designated representative.

Crown Raising is the removal of lower branches in order to provide clearance for buildings, vehicles, pedestrians and vistas. Branches shall be removed as necessary to provide a minimum of fourteen (14) feet clearance over the street and a minimum of ten (10) feet over the sidewalk, unless otherwise indicated by the City Arborist or designated representative. This includes removal of all suckers and basal sprouts.

Additional Requirements include;

- Removal of branches extending over houses and other buildings or major branches within five feet of structures unless otherwise indicated by the Director of Public Works or his designee.

- Removal of branches that touch television utility lines. (If a branch that is to be trimmed comes in contact with an energized power line, then the power company shall be notified for removal.)

- Clearance Pruning shall consist of crown raising only as specified above.

- The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

TREE REMOVALS and STUMP REMOVALS:

Removals with Stumping shall be as directed by the Director of Public Works or his designee. All above ground parts of the tree shall be removed. Stumping shall be as Indicated below. Prior to beginning work the contractor will verify that the affected property owner is aware of the activity

Stump Removal Requirements shall be as follows:

- The tree stumps shall be ground to a minimum depth which completely removes the heart of the stump and the roots are separated by at least eighteen (18} inches, or ground to minimum depth of eighteen (18) inches and minimum width of eighteen (18) inches past the edge of the stump at ground level, whichever is greater.

- All surface roots within a six (6) foot radius of the center of the stump shall be removed.

- All surface roots within three (3) feet of the sidewalk shall be removed.

- No damage is allowed to the lawn further than six (6) inches from any removed surface root. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.

- The void created during the stump grinding process shall be backfilled the same day the stump is removed. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.

- The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

- Treatment of the debris from stump removal shall be designated and priced prior to the start of each contract amendment using one of the following two options:

    1. Ground wood chips from the stump removal shall be used to backfill the hole, leaving a three (3) to four (4) inch mound of chips to allow for settling. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

    2. Ground wood chips from the stump removal shall be used with imported loamy soil (free of woodchips and debris) to backfill the hole. A mix of 40% wood chips and 60% loamy shall be used for backfill purposes, leaving a two (2) to three (3) inch mound of mix to allow for settling. All extra chips shall be disposed of by the contractor. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

ADDITIONAL ITEMS:

- Site Cleanup shall be completed immediately after each tree, section of trees, or stump removal has been completed. This means that all logs, branches, twigs, wood chips, leaves,

wood dust, any plant material, or any other materials generated during the job shall be removed from the work area before leaving the site. If this is not possible then barricades or cones or caution tape must be used and provided by the contractor, until the site is clean as determined by the Director of Public Works or his designee.

- If the Contractor chooses to do non-emergency work on a weekend day or on a holiday, notification is required prior to beginning the work and will be done at no extra charge.

- The Contractor shall be required to have business license, and a certified traffic control manager.

- **ALL Non-Emergency/Emergency Work will be invoiced per the quoted price for Services denoted in "Exhibit B" of this contract. Items that fall outside of that price schedule must be quoted separately.**

BIDDING INSTRUCTIONS

Failure to submit the following bid documents may result in the bid being deemed non-responsive and the bid shall be rejected:

City Bid Form
City Qualification Signature and Certification Form
Summary of firm's experience in tree services and debris removal
List of equipment by quantity, make and model
Reference Form
Bid Schedule
Bid Price Certification
Everify Affidavit under O.C.G.A. 13-10-91(b)(1)
Addenda Acknowledgment

Upon award of contract the following items shall also be submitted:

Certification of Sponsor Drug Free Workplace
Georgia Security Immigration Compliance Act Affidavit
Certificate of Insurance
Notice to Contractors Compliance with Electrical Safety Provisions
Affidavit verifying Status for City Public Benefit Application
Corporate Certificate

BID FORM
(Bidder to sign and return)

TO: PURCHASING MANAGER
CITY OF SANDY SPRINGS
SANDY SPRINGS, GEORGIA 30350

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

ITB #21-010 Tree Services and Debris Removal

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within the time specified in the scope of services.

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.
Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:
Signed, sealed, and dated this _____ day of _____

Bidder _____
Company Name

Seal

Bidder Mailing Address:

_____

_____

_____

_____

By: _____

Title: _____

By: _____

Title: _____

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Email Address _____

Print/Type Company Name Here_____

REQUEST FOR REFERENCES
INVITATION TO BID #21-010
TREE SERVICES AND DEBRIS REMOVAL

All references must be from customers for whom your company has provided projects completed in the **last five years of similar scope and services** as the specifications of Invitation to Bid #21-010 Tree Services and Debris Removal

References for: _____

(Company Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name_____ Phone_____

Email address_____

Describe specific job performed and date: _____

_____

2. Company_____

Street Address _____

City, State & Zip _____

Contact Person Name_____ Phone_____

Email address_____

Describe specific job performed and date: _____

_____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address_____

Describe specific job performed and date: _____

_____

BID SCHEDULE
Fee Schedule

EMERGENCY RESPONSE

COMPLETE TREE REMOVAL

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree =_____
- Over 12" to 18" dbh per tree =_____
- Over 18" to 24" dbh per tree =_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

CLEARANCE TREE PRUNING

- 1-50 tree per list per tree=_____
- Over 50 trees per list per tree =_____

TREE & STUMP REMOVALS

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree=_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

ADDITIONAL EMERGENCY SERVICES

- Standard Emergency Crew/HR=_____
- Crane with Operator/HR=_____

NON-EMERGENCY

GENERAL LABOR AND EQUIPMENT COST (Non-Emergency or scheduled work)

- 2 man crew with standard equipment/HR=_____
- 3 man crew with standard equipment /HR=_____
- 4 man crew with standard equipment /HR=_____

COMPLETE TREE REMOVAL

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree =_____
- Over 12" to 18" dbh per tree =_____
- Over 18" to 24" dbh per tree =_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

CLEARANCE TREE PRUNING

- 1-50 tree per list per tree=_____
- Over 50 trees per list per tree =_____

TREE & STUMP REMOVALS

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree=_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

STUMP ONLY REMOVALS

Option#1 - Grind to specifications only

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree=_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

Option #2 - Grind to specifications with soil backfill

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree =_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree =_____
- Over 36" dbh per tree =_____

Additional available resources for Emergency Response (i.e. Winter Storm/Disaster Support) or equipment and labor that are available but not specified above that may be utilized on an as needed/requested basis:

Item:	Units Available	Cost/Unit
Example: Bobcat with 2 man crew	***2***	***$150/Hour***

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

TOTAL BID PRICE: _____

TOTAL BID PRICE IN WORDS: _____

COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINT / TYPE NAME:_____

EVERIFY AFFIDAVIT

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number

_____

Date of Authorization

_____

Name of Contractor

_____

Name of Project

_____

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

_____

NOTARY PUBLIC

My Commission Expires: _____

SANDY SPRINGS™
GEORGIA

SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is made as of the execution date between _____ (hereinafter "Contractor") located at _____ and the **City of Sandy Springs**, Georgia (hereinafter "Sandy Springs").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing Tree Services and Debris Removal 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 Public Works 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 fees described in Exhibit C Fee Schedule 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. The term of the contract will be one (1) year with an option to renew for four (4) additional one-year periods contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The contract will terminate at the close of each year, but will automatically renew absent any positive action by the City.

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 that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, 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 D, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit E, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit F, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit G, 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.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT I, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

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 and Indemnification**

Contractor shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the Contract.

11. **Non-Discrimination**

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

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:

Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to Contractor:

_____
Contractor Contact, Title

_____
Address

_____
City, State, Zip

With copies to:

_____ ___
Name and Title

_____
Address

_____
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. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

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. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

16. **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.

17. **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.

18. **Heading**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

19. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

20. **Copyright, Trademark and Patent Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

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

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

_____
Date of Execution

ATTEST:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

(SEAL)

_____
CONTRACTOR NAME

By: _____ _____
Name: Date of Execution

_____
Typed or Printed Name

_____
Title

ATTEST:

By: _____
Secretary

(SEAL)

_____
Witness

This Agreement to be executed in one (1) original.

EXHIBITS

EXHIBIT A	Scope of Services
EXHIBIT B	Contractor Proposal
EXHIBIT C	Fee Schedule
EXHIBIT D	Certification of Contractor - Georgia Security and Immigration Compliance Act
EXHIBIT E	Certification of Sponsor Drug-Free Workplace
EXHIBIT F	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT G	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
EXHIBIT H	Insurance Requirements
EXHIBIT I	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964
EXHIBIT J	Corporate Certificate
EXHIBIT K	Addendums

EXHIBIT A

SCOPE OF SERVICES

EMERGENCY RESPONSE TREE REMOVAL:

The Contractor shall be available to respond on an emergency basis 24 hours a day, weekdays, weekends and on holidays to remove or trim trees or vegetation in the City Rights-of-way that pose a hazard to public or private property and the traveling public. Upon notification by the City of Sandy Springs, the Contractor will respond within two (2) hours with appropriate staff and equipment as outlined in this scope, to the location of the hazard.

The contractor shall provide at a minimum, a standard maintenance crew consisting of a minimum of three (3) people, one (1) chipper and truck, and one (1) aerial tower truck. One (1) crane truck with one (1) operator shall also be available on an as needed basis. This crew shall be able to respond within two hours of notification. In the event of multiple emergencies, additional crews may be added as requested by the Director of Public Works or his designee.

The Contractor will remove the hazard from the Right-of-way as directed. The Contractor will also remove any and all debris associated with the removal of the hazard including but not limited to logs, branches, leaves, saw dust, and limbs; and will dispose of said debris legally and responsibly.

The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

All emergency work orders will be invoiced at the Emergency Services Rate as quoted in "Exhibit B"

All work will be invoiced on individual invoices on a per location/project basis.

NON-EMERGENCY GENERAL TREE SERVICE:

Contractor will provide all necessary labor, tools, implements, equipment, material, and supplies needed to complete the contracted work and to properly dispose of all materials generated in the course of the work. Chipper trucks will be considered standard equipment and should be included in all pricing as standard equipment. The Contractor will be taking direction from the Director of the Public Works Department for the City of Sandy Springs or his designee.

All non-emergency work must be approved by the Director of Public Works or his designee prior to commencing with said work.

Work will consist of tree trimming, preventative and general tree removal, and tree stump removal in various locations throughout the City of Sandy Springs as/or as directed by the Director of Public Works or his designee.

Upon notification by the Director of Public Works or his designee, the Contractor will schedule and perform the requested services within one week (5 business days), or at a time mutually agreed upon by the City of Sandy Springs and the Contractor.

The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

The Contractor will be required to conduct a site visit for all requested services prior to preforming service and will provide a price quote upon request.

Contractor shall legally dispose of all waste material generated through tree trimming and tree and tree stump removal operations. By request of the City, the Contractor maybe required to provide a report of the amount in tons of material disposed and where that material was disposed to.

TREE PRUNING:

All trees shall be completely pruned, which is defined as having crown cleaning, crown thinning, crown raising, mistletoe removal and additional requirements as indicated below, unless otherwise indicated by the Director of Public Works or his designated representative.

Pruning cuts shall apply to all branches one (1) inch in diameter or greater unless otherwise directed. Other pruning operations such as crown reductions, crown restorations, utility pruning and specialized pruning shall be as directed and may require a separate price quote. All pruning practices shall follow the ANSI A300 Pruning Standards.

Crown Cleaning is the removal of dead, dying, diseased, broken, crowded, crossing, weakly attached, low vigor branches, water sprouts from the trees crown, and suckers from the base. All dead wood one {1) inch in diameter and greater shall be removed. All water sprouts and suckers shall be removed.

Crown Thinning is the selective removal of unwanted live branches and limbs in order to provide more light and air penetration through the tree and/or lighten the weight of the remaining branches. Thinning cuts shall be made at all times unless otherwise indicated by the City Arborist or designated representative. When thinning mature tree never remove more than one fourth (1/4) of the live foliage unless otherwise Indicated by the City Arborist or designated representative.

Crown Raising is the removal of lower branches in order to provide clearance for buildings, vehicles, pedestrians and vistas. Branches shall be removed as necessary to provide a minimum of fourteen (14) feet clearance over the street and a minimum of ten (10) feet over the sidewalk, unless otherwise indicated by the City Arborist or designated representative. This includes removal of all suckers and basal sprouts.

Additional Requirements include;

- Removal of branches extending over houses and other buildings or major branches within five feet of structures unless otherwise indicated by the Director of Public Works or his designee.

- Removal of branches that touch television utility lines. (If a branch that is to be trimmed comes in contact with an energized power line, then the power company shall be notified for removal.)

- Clearance Pruning shall consist of crown raising only as specified above.

- The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

TREE REMOVALS and STUMP REMOVALS:

Removals with Stumping shall be as directed by the Director of Public Works or his designee. All above ground parts of the tree shall be removed. Stumping shall be as Indicated below. Prior to beginning work the contractor will verify that the affected property owner is aware of the activity

Stump Removal Requirements shall be as follows:

- The tree stumps shall be ground to a minimum depth which completely removes the heart of the stump and the roots are separated by at least eighteen (18} inches, or ground to minimum depth of eighteen (18) inches and minimum width of eighteen (18) inches past the edge of the stump at ground level, whichever is greater.

- All surface roots within a six (6) foot radius of the center of the stump shall be removed.

- All surface roots within three (3) feet of the sidewalk shall be removed.

- No damage is allowed to the lawn further than six (6) inches from any removed surface root. Contractor will be responsible for the repair of any ruts or other damage that might be caused during the execution of this contract.

- The void created during the stump grinding process shall be backfilled the same day the stump is removed. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.

- The Contractor will be required to provide all appropriate traffic control, to include but not limited to flaggers, cones, barricades, required in the current edition of the MUTCD.

- Treatment of the debris from stump removal shall be designated and priced prior to the start of each contract amendment using one of the following two options:

    1. Ground wood chips from the stump removal shall be used to backfill the hole, leaving a three (3) to four (4) inch mound of chips to allow for settling. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

    2. Ground wood chips from the stump removal shall be used with imported loamy soil (free of woodchips and debris) to backfill the hole. A mix of 40% wood chips and 60% loamy shall be used for backfill purposes, leaving a two (2) to three (3) inch mound of mix to allow for settling. All extra chips shall be disposed of by the contractor. All areas around the removed stump with backfill shall be graded to match the existing grade of the area.

ADDITIONAL ITEMS:

- Site Cleanup shall be completed immediately after each tree, section of trees, or stump removal has been completed. This means that all logs, branches, twigs, wood chips, leaves, wood dust, any plant material, or any other materials generated during the job shall be removed from the work area before leaving the site. If this is not possible then barricades or cones or caution tape must be used and provided by the

contractor, until the site is clean as determined by the Director of Public Works or his designee.

- If the Contractor chooses to do non-emergency work on a weekend day or on a holiday, notification is required prior to beginning the work and will be done at no extra charge.

- The Contractor shall be required to have business license, and a certified traffic control manager.

- **ALL Non-Emergency/Emergency Work will be invoiced per the quoted price for Services denoted in "Exhibit B" of this contract. Items that fall outside of that price schedule must be quoted separately.**

EXHIBIT B

CONTRACTOR PROPOSAL

EXHIBIT C

FEE SCHEDULE

All expenses and cost, direct or indirect shall be included within the Fee Schedule.

EMERGENCY RESPONSE

COMPLETE TREE REMOVAL

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree =_____
- Over 12" to 18" dbh per tree =_____
- Over 18" to 24" dbh per tree =_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

CLEARANCE TREE PRUNING

- 1-50 tree per list per tree=_____
- Over 50 trees per list per tree =_____

TREE & STUMP REMOVALS

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree=_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

ADDITIONAL EMERGENCY SERVICES

- Standard Emergency Crew/HR=_____
- Crane with Operator/HR=_____

NON-EMERGENCY

GENERAL LABOR AND EQUIPMENT COST (Non-Emergency or scheduled work)

- 2 man crew with standard equipment/HR=_____
- 3 man crew with standard equipment /HR=_____
- 4 man crew with standard equipment /HR=_____

COMPLETE TREE REMOVAL

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree =_____
- Over 12" to 18" dbh per tree =_____
- Over 18" to 24" dbh per tree =_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

CLEARANCE TREE PRUNING

- 1-50 tree per list per tree=_____
- Over 50 trees per list per tree =_____

TREE & STUMP REMOVALS

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree=_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

STUMP ONLY REMOVALS

Option#1 - Grind to specifications only

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree=_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree=_____
- Over 36" dbh per tree=_____

Option #2 - Grind to specifications with soil backfill

- From 0"-6" dbh per tree=_____
- Over 6" to 12" dbh per tree=_____
- Over 12" to 18" dbh per tree =_____
- Over 18" to 24" dbh per tree=_____
- Over 24" to 36" dbh per tree =_____
- Over 36" dbh per tree =_____

Additional available resources for Emergency Response (i.e. Winter Storm/Disaster Support) or equipment and labor that are available but not specified above that may be utilized on an as needed/requested basis:

Item:	Units Available	Cost/Unit
Example: Bobcat with 2 man crew	***2***	***$150/Hour***

EXHIBIT D

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 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 E

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 F

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 G

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number

_____

Date of Authorization

_____

Name of Contractor

_____

Name of Project

_____

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

_____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT H

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. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance**, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is

covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than $50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

The City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

EXHIBIT I

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.