

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: June 17, 2011

FROM: John McDonough, City Manager

AGENDA ITEM: Recommendation to execute an agreement with Keep North Fulton Beautiful, a division of Keep Sandy Springs Beautiful to operate a recycling program and other services

MEETING DATE: For Submission onto the June 21, 2011, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Agreement

APPROVAL BY CITY MANAGER:



APPROVED

NOT APPROVED

PLACED ON AGENDA FOR:

6/21/2011

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL:



REMARKS:



TO: Mayor and City Council

FROM: John McDonough, City Manager

DATE: June 16, 2011 for submission on the Agenda of the June 21, 2011 City Council Meeting

ITEM: Recommendation to execute an agreement with Keep North Fulton Beautiful, a division of Keep Sandy Springs Beautiful to operate a recycling program and other services.

Background

Prior to July 1, 2011, CH2M Hill provided annual funding in the amount of \$60,000 to provide a recycling program on behalf of the City. With the transition of contracts to new service providers, the City has the opportunity to directly contract with Keep Sandy Springs Beautiful (KSSB) to provide the same and an expanded level of services.

Discussion

In addition to the recycling program previously operated under agreement with CH2M Hill, KSSB will also provide:

1. Community and teacher workshops;
2. Outreach to elementary, middle and high schools (both public and private);
3. Bulky recycling and trash collection events;
4. Annual river clean up;
5. Document shredding; and
6. Electronic waste recycling event.

Staff recommends awarding a contract for recycling and other services to Keep Sandy Springs Beautiful to serve the residents of Sandy Springs.

Alternatives

Council could choose not to award a contract. However, if this is the outcome, the City will not be able to maintain compliance with the state-mandated solid waste management plan.

Attachment

1. Services Contract

*City
Manager*



**SERVICE AGREEMENT
KEEP NORTH FULTON BEAUTIFUL, INC a division of
KEEP SANDY SPRINGS BEAUTIFUL**

This Operating Agreement (hereinafter referred to as this “Agreement”) is made and entered into this ____ day of _____ 2011, by and between the CITY OF SANDY SPRINGS, GEORGIA, (hereinafter referred to as the “City”), a municipal corporation existing under and pursuant to the laws of the State of Georgia, and KEEP NORTH FULTON BEAUTIFUL, INC (hereinafter referred to as “KNFB”) a corporation created and existing pursuant to the laws of the State of Georgia,

WITNESSETH:

WHEREAS, KNFB is engaged in the business of performing, coordinating and managing a Recycling Center; and

WHEREAS, KNFB wishes to perform, coordinate and manage Recycling Center Events for the Sandy Springs; and

WHEREAS, the City has agreed to enter in this Agreement to allow KNFB to perform, coordinate and manage Recycling Center Events on certain property located within the City: and

WHEREAS, KNFB is willing and able to render said services;

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

1. **Services.**

KNFB agrees to perform, coordinate and manage Recycling Center Event services in the City of Sandy Springs, Georgia as set forth in the Statement of Work attached hereto as Exhibit “A” (hereinafter referred to by “Services”). KNFB agrees to perform, coordinate and manage said Recycling Center substantially in the manner and to the extent set forth herein.

2. **Compensation.**

a. In consideration of KNFB’s startup-expenses, time expended by the Members of KNFB, and operating expenses in establishing and operating the Recycling Center Events, The City of Sandy Springs will budget up to seventy five thousand dollars (\$75,000.00) to assist in

facilitating these events pursuant to the terms of this Agreement. KNFB will be responsible for expenses above and beyond \$75,000.00.

b. Recordkeeping. KNFB agrees to institute and maintain for not less than three (3) years following the termination of this Agreement, such systems of bookkeeping and auditing as reasonably requested by the City Finance Department. KNFB shall further at its sole expense, and in form reasonably acceptable to the City, furnish the City: (1) a report of the event no later than fifteen (15) days following the close of each.

c. Audit. The records of the operator shall be subject to audit by the City Finance Department at any time during reasonable business hours upon five (5) days notice.

3. **Relationship of Parties.**

Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and KNFB, and any of the vendors who shall operate at the Recycled Center Events. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and KNFB, or between the City, KNFB and any of the vendors who shall operate at the Recycled Center Events. It is expressly agreed that KNFB is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

4. **Term**

This Agreement shall be effective on the date of July 1, 2011 (the "Effective Date"). The term of the vendor's retention pursuant to this Agreement (the "Term") shall commence on the Effective Date for an initial Term of twelve (12) months. Upon thirty (30) day written notice to Contactor, the City may, at its option, extend the term of this Agreement for two additional one year terms.

5. **Termination.**

For Cause

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

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

b. If KNFB 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.

Without Cause

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

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

Upon the expiration or earlier termination of this Agreement, KNFB shall immediately terminate the operation of Services hereunder and shall deliver promptly to the City all City property delivered or obtained in furtherance of this Agreement.

7. **Standard of Performance; Compliance with Applicable Laws; Rules and Regulations.**

a. KNFB warrants and represents that it possesses the skill, competence, and experience to undertake the obligations imposed by this Agreement. KNFB 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 operation of services required by this Agreement.

b. KNFB shall establish an event plan for the Recycling Center Events which shall be provided by KNFB as a material provision of KNFB's agreement with the City. Prior to the opening of the event, KNFB shall finalize said Event Plan and submit the same for approval to the City Manager or his designee.

c. KNFB warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, permitting, relating to the provision of the Services to be provided by KNFB hereunder or which in any manner affect this Agreement including but not limited to the requirements set forth in the Georgia Security and Immigration Compliance Act attached hereto as Exhibit "B", Certification of Sponsor Drug Free Workplace Exhibit "C", and any rules, regulations, requirements, or directions as set forth by the City in its Special Event Permit issued for all Waste Collection Events.

8. **Conflicts of Interest.**

Keep Sandy Springs Beautiful warrants and represents that:

a. The operation of 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. KNFB is not presently subject to any agreement with a competitor or with any other party that will prevent KNFB from performing in full accord with this Agreement; and

c. KNFB is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that KNFB 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.**

Keep Sandy Springs Beautiful acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City of Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which KNFB has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). KNFB 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 KNFB under this section shall survive the termination of this Agreement.

10. **Indemnification.**

KNFB 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 the Indemnitor of its obligations under this Agreement.

11. **Insurance.**

Insurance requirements are attached hereto as Exhibit "E".

12. **Assignment.**

KNFB shall not assign this Agreement without the prior express written consent of Sandy Springs. Any attempted assignment by KNFB without the prior express written approval of Sandy Springs shall remain without force or effect and, at City's sole option, will serve to terminate this Agreement without any notice to KNFB of such termination.

13. **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 the City:

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

With copies to:

Wendell Willard, City Attorney
Two Ravinia Drive, Suite 1630
Atlanta, Georgia 30346

If to Keep Sandy Springs Beautiful (KNFB):

Kathy Reed
470 Morgan Falls Road
Sandy Springs, GA 30350

14. **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.

15. **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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough
Title: City Manager

(Signatures Continued on Following Page)

Approved as to form:

Assistant City Attorney

City Clerk: _____

Attest:

KEEP NORTH FULTON BEAUTIFUL a division of
KEEP SANDY SPRINGS BEAUTIFUL

By:

By: _____
Kathy Reed, Executive Director

By: _____

EXHIBIT “A”

STATEMENT OF WORK

KNFB, LLC will be responsible for all operations of the Recycling Center Events in accordance with the requirements set forth in this Agreement including but not limited to the recruiting of Vendors, establishing and enforcing all waste regulations, including space assignments, waste fee collection and general event management.

Purpose: The Purpose of the Recycling Center Events shall be to:

- Enhance the quality of life in Sandy Springs and our surrounding communities by providing a safe, inviting and accessible place for residents to dispose of accumulated household waste.
- Provide hazardous waste disposal for residents (once a year)
- Provide an educational forum for consumers to learn about recycling and Household Hazardous Waste.
- Provide additional exposure to area merchants in an informal and social environment.

Collection Products: The KNFB strives to provide a place where Recycling Waste Collection can be disposed of properly to ensure safety to the environment. KNFB will be collecting the following items:

- Indoor and Outdoor paint, varnishes, stains and lacquers
- Solvents such as paint thinner, kerosene, acetone
- Aerosols, pesticides and herbicides
- Batteries & Electronics
- Propane tanks & fire extinguishers
- Items containing mercury such as thermometers & thermostats
- Mercury
- Electronics (\$10 charge to customer* for TV's & Monitors, \$25 for projection TV's)
- Automotive Fluids
- Pool Chemicals
- In addition, the hazardous waste team will be prepared to dispose of a limited number of miscellaneous hazardous items, to address the common issue of residents bringing unplanned hazardous items not advertise as part of the program.
- Bulky items drive: bicycles and lawn mowers
- Recycling for Sandy Springs Festival
- Community/Teacher Workshop
- Electronic recycling Events
- Document Shredding Events
- Bulky Book Drive
- Christmas Tree recycling

Non-Acceptable Items:

- Pharmaceuticals
- Sharps
- Biohazardous waste

Coordination and Educational Services:

Keep North Fulton Beautiful will manage all events, including publicity & promotion; event coordination; securing a venue, vendors and volunteers; and educational component to raise awareness in the community about household recycling and waste.

Reasonable accommodations will be made to collect additional hazardous items at our discretion. Restrictions will be in place to avoid exceeding the maximum budget, e.g. each item will have a predetermined overall event maximum, and cap per household. Pre-registration will be required with disclosure of anticipated items, and capacity will be closely monitored.

A list of recommended vendors will always be obtained from the Georgia Department of Community Affairs.

Estimates are based on serving up to 500 vehicles, at an average of 8 gallons per paint and roughly one bag of miscellaneous items. Cost estimates will vary based on amount of material collected and will be adjusted accordingly. Customer will be charged an additional fee per pound to cover items in excess of 10 pounds. Additional fees collected from customer will be collected by KNFB. Propane tanks and fire extinguishers will be charged additional fee ranging from \$10-25 depending on size. . No charge to the City of Sandy Springs for these items. A charge to customers is possible for pressurized tanks requiring special handling due to inoperable valves.

Batteries collected by KNFB staff and returned to the Sandy Springs recycling center will incur a reasonable cost..

Electronics will be collected by Keep North Fulton Beautiful and no additional charge to the City of Sandy Springs.

The City of Sandy Springs will maintain an annual budget of \$75,000.00 for the events and programs noted in exhibit "A" attached. The City will process three (3) payments annually upon the approval of the City Manager or his designee. KNFB will submit an invoice to the City, with the project scope of work.

City Requirements: In addition to the other rules, regulations, requirements, and provisions as set forth in this Agreement, KNFB comply with the following:

1. Apply for a "Special Events Permit" from the City of Sandy Springs Revenue Department. Special event permit should be posted at greeting areas or main entrances at events. Event producers should keep in mind they may be asked, by City staff, to show proof of permit during event.

2. Permits are required for temporary signs. No signs may be affixed to trees, buildings or street fixtures. Applications including signage must submit sign descriptions on the site plan to include the number of signs/banners, location, size & height of each on the application.
3. KNFB shall provide proof of compliance with all applicable rules, regulations and laws with respect to such products, including any required licenses. This may include license from the Georgia Department of Agriculture, US Department of Agriculture, and Local (City/County) or State Health Departments. Current licenses must be available for review at all times during event hours of operation.
4. Alcohol is prohibited on any City of Sandy Springs property.
5. Smoking is not permitted.
6. KNFB shall provide a schedule of events along with a site plan which addresses: (a) the location of the event on the property; (b) features and attractions; (c) circulation; (d) proposed parking; (e) any proposed road closures; (f) location of waste disposal facilities; (g) restrooms; (h) access for the disabled; (i) location, size & number of any tents; (j) location, size, and description of any signage or banners.
8. Security/Traffic Control: KNFB shall provide security and/or traffic control.
9. First Aid and Medical: KNFB shall provide first-aid.
10. Trash must be disposed of in approved containers. Event cleanup is required. KNFB must clean the right-of-way or public property of all rubbish and debris, returning it to its pre-event condition within 24 hours of the conclusion of any event. KNFB shall ensure that recycling of materials takes place for all events related to refuse to the extent reasonably practical which shall include but not be limited to the placement of recycling bins upon the site and the disposal of all recycled material.
11. KNFB shall be responsible for managing all facets of the Recycling and Hazardous Waste Collection Events. KNFB will enforce all Vendor Rules and Regulations to ensure all vendors are treated in a manner consistent with the rules.
12. KNFB shall abide by State and federal laws prohibiting discrimination based on factors such as race, color, national origin, sex, marital status, sexual orientation, religion, age, receipt of government benefits, or physical or mental handicap in some situations.
13. KNFB shall not be excused from their duty to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provide for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such

nonperformance. These events are defined to be strikes, riots, civil commotions, act of God, breakdowns of machinery, shortages of power, or drought.

14. KNFB electrical equipment must be pre-approved by the building and permitting department. KNFB will be responsible for providing their own outdoor extension cords and mats to cover any and all portions of the cord that lie in any area utilized by KNFB customers.

15. KNFB must haul out their trash at the end of the day. KNFB shall be responsible for On-site trash receptacles for customer and vendor use.

16. KNFB shall ensure that no soliciting by political, religious, or other “special” cause groups or individuals is permitted at the market.

17. No person shall deface or damage the buildings, pavement, or other physical equipment of the market. Persons causing damage to market property shall be financially responsible for the cost of repairs or replacements. Such damage shall include, but not be limited to buildings, grounds, vehicles, and any other property owned and/or operated by KNFB.

18. Invoices will be received from KNFB when the Recycling and Hazardous Waste Collection Events have been completed. The City will verify all invoices and pay in full according to our financial policy Net 30.

19. KNFB will provide reports regarding all programs as specified or requested by the City Manager or his designee.

Programs:

- A. Bulky Recycling & Trash Collection Drives will allow proper disposal of large items. KNFB will hold four (4) or more drives throughout the year, each Targeting a specific item such as appliances, bulky trash, furniture and household goods, electronics and other goods.
- B. Bring one for the Chipper provides residents with proper disposal of Christmas Trees. This event will be held in January.
- C. Document shredding event to protect from identity theft, recycle paper goods, will be held two (2) times a year.
- D. River Cleanup event will provide litter abatement, waterway cleanup and educational component. This event will be held once a year.
- E. Event Recycling to reduce solid waste materials such as aluminum and plastic. This service will be provided ten (10) times per year.

- F. Evergreen school program allows KNFB to reach out to Sandy Springs elementary, middle and high schools. Teach at least 50 environmental education classes to schools and school aged children in Sandy Springs, in support of NPDES & Solid Waste Reduction (SWR) Initiatives. This event will be held year round.
- G. Community & Teacher Workshops in support of NPDES & SWR initiatives, such as composting and/or rain barrel workshops, Project Wet workshops, teacher training-class workshops. Classes will be held five (5) times per year.
- H. The operator of the recycling center will maintain and operate community recycling drop off facilities and act as community resource for information on recycling. Recycling collection containers will be available 24/7 year round.
- I. Adopt a Road will be an on-going program which KNFB will coordinate, train and provide supplies. The City will provide installation of all signs and trash pickup for all roads within the City of Sandy Springs. KNFB will update signage, paperwork and contracts for all currently adopted roads in the future years and expand to new roads.
- J. KNFB will submit a detailed proposal for the annual Hazardous Waste Collection and cost project6ion. The proposal and cost will be evaluated and approved by the City Manager or his designee.

Proposed Calendar of Events:

Year Round:

- Operation of Recycling Center
- Adopt-A-Road
- Evergreen School Program

July:

- Bulky Items drive: bicycles and lawn mowers
- Planning for upcoming events and programs

August:

- Event Recycling: National Night Out, Hammond Park
- Community/Teacher Workshop

September:

- Event Recycling: Sandy Springs Festival
- Event Recycling: Leadership Sandy Springs Movies by Moonlight (x3)

October:

- Household Hazardous Waste Collection Event
- Community/Teacher Workshop

November:

- America Recycles Day
- Document Shredding Event
- Electronics Recycling Event

December:

- Bulky Items Drive: Books

January:

- Bring one for the Chipper, Christmas Tree Recycling

February:

- Community/Teacher Workshop
- Bulky items drive: electronics

March:

- Document Shredding Event
- Great American Cleanup
- Bulky items drive: trash
- Volunteer groups & recycling center tours

April:

- River or stream cleanup
- Event recycling: Volunteer for a Better Sandy Springs (x5)
- Earth Day
- Great American Cleanup
- Volunteer groups and recycling center hours

May:

- Event recycling: Bike race
- Event recycling: Concerts by the Spring (x2)
- Great American Cleanup
- Bulky items drive: Furniture and household goods
- Volunteer groups & recycling center tours

June:

- Event recycling: Concerts by the Spring (x3)
- Community/Teacher Workshop
- Bulky recycling drive: Appliances and scrap steel

EXHIBIT "B"

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 Contract 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, 2009, 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 Contract 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, 2009].

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 Contract 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 Contract 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 Contract 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 C

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:

Date: _____ Signature: _____

Title: _____

EXHIBIT E

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the 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 - \$500,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$500,000 each employee

2. Comprehensive General Liability Insurance

(a) \$500,000 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) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$500,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. 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 Contract 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 contract. 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.