
CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: June 2, 2011

FROM: John McDonough, City Manager

AGENDA ITEM: Recommendation to execute a contract with Blount Construction for road maintenance and other services

MEETING DATE: For Submission onto the June 7, 2011, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Contract

APPROVAL BY CITY MANAGER: JFM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 6/7/2011

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:



TO: Mayor and City Council

FROM: John McDonough, City Manager

DATE: June 2, 2011 for submission on the Agenda of the June 7, 2011 City Council Meeting

ITEM: Recommendation to enter into Contract Agreement with Blount Construction for Road, Sidewalk, ROW, Drainage Repair and Maintenance Services for the City of Sandy Springs

Background

The City of Sandy Springs has the opportunity to contract with CH2M HILL's current subcontractor Blount Construction to provide Road, Sidewalk, ROW, Drainage Repair and Maintenance Services beginning July 1, 2011. The current contract with CH2M HILL allows the City of Sandy Springs to enter into a contract agreement with its subcontractors, providing the same scope of services.

Discussion

Blount Construction has provided these services for approximately three (3) years and wishes to provide continued services to the City for a term of one (1) year, with an option to renew, upon City approval. The not to exceed value of the contract for FY12 is \$1,204,952.00.

We have chosen to contract with Blount Construction to sustain the current level of services and serve the residents of Sandy Springs.

Alternatives

Council could choose not to award a contract.

Financial Impact

The City will not be able to sustain same level of service during transition and into the next fiscal year.

Attachment

1. Services Contract

*City
Manager*



SERVICE AGREEMENT

Sandy Springs Road, Sidewalk, ROW, Drainage Repair and Maintenance Services

This Service Agreement (the "Agreement") is made this ____ day of _____, **2011**, by and between BLOUNT CONSTRUCTION COMPANY INC, and the City of Sandy Springs ("Sandy Springs").

WITNESSETH:

WHEREAS, BLOUNT CONSTRUCTION COMPANY INC is engaged in the business of Street Maintenance services; and

WHEREAS, BLOUNT CONSTRUCTION COMPANY INC wishes to perform Street Maintenance for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the services of BLOUNT CONSTRUCTION COMPANY INC for Street Maintenance services for the City of Sandy Springs, and

WHEREAS, BLOUNT CONSTRUCTION COMPANY INC 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.**

BLOUNT CONSTRUCTION COMPANY INC agrees to render services (the "Services") to Sandy Springs as set forth in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference. BLOUNT CONSTRUCTION COMPANY INC agrees to perform the Services at the direction of the department head or, his 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.** In consideration for Services, Sandy Springs shall pay to BLOUNT CONSTRUCTION COMPANY INC a fee described in attachment named hereto as Exhibit "B".

b. Manner of Payment. BLOUNT CONSTRUCTION COMPANY INC shall, on a monthly basis, prepare and submit to the City Finance Department an invoice, indicating work performed and expenses incurred during the applicable previous 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 BLOUNT CONSTRUCTION COMPANY INC This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and BLOUNT CONSTRUCTION COMPANY INC It is expressly agreed that BLOUNT CONSTRUCTION COMPANY INC is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. BLOUNT CONSTRUCTION COMPANY INC 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 BLOUNT CONSTRUCTION COMPANY INC under this Agreement. BLOUNT CONSTRUCTION COMPANY INC 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 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.**

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 BLOUNT CONSTRUCTION COMPANY INC fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Sandy Springs or BLOUNT CONSTRUCTION COMPANY INC 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, BLOUNT CONSTRUCTION COMPANY INC 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, BLOUNT CONSTRUCTION COMPANY INC 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.**

BLOUNT CONSTRUCTION COMPANY INC warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. BLOUNT CONSTRUCTION COMPANY INC agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Georgia Security and Immigration Compliance Act attached hereto as Exhibit "C" and Certification of Sponsor Drug Free Workplace Exhibit "D".

BLOUNT CONSTRUCTION COMPANY INC 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 BLOUNT CONSTRUCTION COMPANY INC hereunder or which in any manner affect this Agreement.

8. **Conflicts of Interest.**

BLOUNT CONSTRUCTION COMPANY INC 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. BLOUNT CONSTRUCTION COMPANY INC is not presently subject to any agreement with a competitor or with any other party that will prevent BLOUNT CONSTRUCTION COMPANY INC from performing in full accord with this Agreement; and

c. BLOUNT CONSTRUCTION COMPANY INC 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 BLOUNT CONSTRUCTION COMPANY INC 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**

BLOUNT CONSTRUCTION COMPANY INC 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 BLOUNT CONSTRUCTION COMPANY INC has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). BLOUNT CONSTRUCTION COMPANY INC 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 BLOUNT CONSTRUCTION COMPANY INC under this section shall survive the termination of this Agreement.

10. **Insurance.**

BLOUNT CONSTRUCTION COMPANY INC 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. Insurance requirements are attached hereto as Exhibit "E".

11. **Assignment.**

BLOUNT CONSTRUCTION COMPANY INC shall not assign this Agreement without the prior express written consent of Sandy Springs. Any attempted assignment by BLOUNT CONSTRUCTION COMPANY INC without the prior express written approval of Sandy Springs shall at Sandy Springs' sole option terminate this Agreement without any notice to BLOUNT CONSTRUCTION COMPANY INC 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 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 the Contractor

BLOUNT CONSTRUCTION COMPANY INC.
1730 Sands Place
Marietta, GA 30067

With copies to:

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

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

14. **Waiver of Breach.**

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

15. **Severability.**

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

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

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

Approved as to form:

Assistant City Attorney

City Clerk: _____

Attest:

BLOUNT CONSTRUCTION COMPANY INC.

By: _____

Title: _____

Date of Execution _____

EXHIBIT “A”

Scope of Services

Contractor is to provide Road, Sidewalk, ROW, Drainage Repair and Maintenance services throughout the City of Sandy Springs.

All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for roads, sidewalks, right of ways, drainage repair or minor construction, including, but not limited to, street traffic, traffic control devices, and work zone safety.

Program Overview:

The City of Sandy Springs seeks a contractor to provide services for basic infrastructure repair in the following areas: pothole patching, utility cut repair, catch basin repair, culver repair, road resurfacing and related repair and maintenance as directed by the City’s technical representative. Some of this work will necessitate after hours call and or weekend work.

Schedule Work:

The Contractor will provide each crew with equipment to perform road, sidewalk, right of way, and any of the road work indentified in the scope for the city the work crew is assigned to. The contractor will stage and provide all equipment and provide all materials to be reimbursed per compensation schedule. Work orders would be provided a week in advance by the City using the approved work order process except in the event of an emergency.

Other assigned work related to Road, Sidewalk, ROW, and Drainage Repair and maintenance as directed.

The Contractor will provide labor and equipment coverage for a 40-hour concurrent work week with the exception of scope requirements and recognized holidays. The Contractor will provide a crew of eight (8) persons with appropriate supervision.

Holiday Schedule:

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

- New Year’s Day
- Martin Luther King, Jr’s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day

- Christmas Day

Emergency Work:

Provide crews available for incidents, emergencies and weather related emergencies on a 24 hour on-call basis of 2 hour response time for the City of Sandy Springs. This work would take place during normal work hours, evenings, holidays, and weekends. A minimum of 4 hours would be paid for any call out. Crew size shall be determined by the City's technical representative. Contractor shall perform services in accordance with the below priority schedule. The City of Sandy Springs mutually agree on the priority level for each assigned work order.

- Priority1 requests – 85% of all priority 1 request will be resolved within 24 hours
- Priority2 requests – 85% of all priority 2 request will be resolved within 72 hours
- Priority3 request – 85% of all priority 3 requests will be resolved within 7- 10 days of a work order being initiated
- Priority4 request – will be scheduled so as to maximize materials and efficiency.

Reporting:

Contractor shall on a per project City basis report to the City the following:

1. Weekly, no later than Wednesday of each week, Contractor shall provide the City with a written report detailing the activities of the contractor in providing services detailed in the statement of work for the preceding week.
2. By the end of the first week of each month, the contractor shall provide the City with a report showing services rendered in the prior month, plan for services delivery in the current month, including comparative data to be provided in a format approved by the City.
3. Oral reports to the City shall be made more frequently than written reports as determine by the City. Contractor agrees to fulfill any additional reasonable reporting requests made by the City Manager, or his designee.. The Contractor shall remain in daily communication throughout the term of this contract for the purpose of discussing service goals, service delivery, performance standards and any other issues that may arise under this contract or related to the provision of services.
4. The format and method of delivery for any reports required hereunder shall be as approved by the City of Sandy Springs.

Health and Safety Requirements:

1. Report any accident within 24 hours to the Health and Safety Director or his designee.
2. Report all property damage to the Health and Safety Director or his designee as soon as possible after the occurrence.
3. Submit a quarterly safety reports to the Health and Safety Director or his designee:

- The number of training sessions conducted
- Number of OSHA recordable injuries
- Number of Loss of Time injuries

4. Vehicle Operators shall have CDL license where applicable

Contractor Performance Evaluation:

The City is expected to conduct a monthly performance evaluation for the preceding month with the contractor’s project manager. Such evaluation maybe provided to the contractor on or before the tenth (10th) day of the following month. The evaluation will cover the following:

- Work completion
- Work Quality
- Work order paperwork completion (on time and correct)
- Overall crew performance including:
 - a. Arriving on time for work
 - b. Proper attire for the job (no t-shirts and sweat pants)
 - c. Adequate job knowledge to perform tasks according to industry standards
 - d. Crew attitude and willingness to perform scope of services.
- Accuracy and completeness of proper billing and within a timely manner
- Draft copy of invoice to be submitted within three days.

Unsatisfactory performance ratings are subject to corrective action in accordance with the terms and conditions.

At no additional cost to the City, Contractor employee(s) determine to be not capable of performing this scope of work maybe requested to be replaced. Contractor shall be responsible for filling replacement personnel in a mutually agreed time period.

Performance:

All work performed shall be in accordance with Georgia Department of Transportation Standard Specifications Construction of Transportation Systems. The contractor will adhere to all current State and Federal construction safety regulations, including OSHA regulations. The Contractor will conform to MUTCD and the State of Georgia Department of Transportation standards for traffic control. The contractor shall submit a proposed Traffic Control Plan. for approval, to the City of Sandy Springs Technical Representative before starting any work. All construction signs and devices will be in like new condition and meet the latest GDOT requirements. All flaggers must be GDOT Certified. Traffic control will include flagging and covering areas along the site area that may present safety issues with pedestrians. The Contractor must maintain a safe work zone for their employees, pedestrians, and vehicular transportation. All contractor vehicles used onsite shall have each respective City logo on each side of the vehicle-it is the responsibility of the contractor to acquire such logos from City Hall within one week of the date of award. As inspected and approved by the City’s Technical representative. Water use on project, contractor shall secure a water meter from Fulton County. All water used on the project must be from a metered source.

Crews:

The Contractor will provide an eight (8) person crew shall perform all tasks identified below:

| | |
|---|---------------------------------------|
| Pothole patching | GDOT Standard Spec. 401 Ga. Std. 1401 |
| Utility cut patching | GDOT Construction Standard 1401 |
| Major road repair | As Directed |
| ROW clearing and maintenance | As Directed |
| Sidewalk patching and repair | GDOT Standard Spec. 441 |
| Storm debris removal and hauling | As Directed |
| Snow and ice removal, sanding and salting | As Directed |
| Curb and gutter replacement and repairs | GDOT Standard Spec. 441 Ga. Std.9032B |

All work shall conform to Georgia Department of Transportation Standard Specifications Current Edition

Scheduled Equipment:

The subcontractor will have the equipment listed below available for use five (5) days a week and during emergency operations.

- 1 Rubber Tire Backhoe
- 1 Ford F250 or Equivalent
- 1 Ford F750 Flat Bed Truck or Equivalent
- 1 Sand Spreader Truck or Spreader attachment for the flat bed dump
- 2 Quick Cut Saws or Equivalent and Fuel
- 1 Plate or Jumping Jack Tamp and Fuel
- (As Required) Gloves, earphones, eye protection, logoed safety vests, safety boots, hard hats and rain suits
- Required shovels, picks, lutes, rakes and brooms as needed
- Portable Safety Signs of the Non Permanent Type
- Safety Cones and barrels
- A Small Assortment of Barricades and/or Traffic Delineators
- 2 Cell Phones or units with similar wireless Capability
- 1 Chainsaw
- 1 Power Blower
- 1 Arrow Board
- 1 Extra Pickup
- Parking and Staging Area
- Debris Dumping Transfer Facility
- Storage Bin for Tools and Salt
- 1 - Digital Camera

Equipment shall be maintained to Clean and Professional standard reflecting the City's high standards

Emergency Equipment:

The subcontractor will have the equipment listed below available for use five (5) days a week and during emergency operations.

1 Rubber Tire Backhoe
1 Ford F250 or Equivalent
1 Ford F750 Flat Bed Truck or Equivalent
Sander Attachment for F750
2 Quick Cut Saws or Equivalent and Fuel
1 Plate or Jumping Jack Tamp and Fuel
(As Required) Gloves, earphones, eye protection, logoed safety vests, safety boots, hard hats and rain suits
Required shovels, picks, lutes, rakes and brooms as needed
Small Safety Signs of the Non Permanent Type
Safety Cones
A Small Assortment of Barricades and/or Traffic Delineators
2 Cell Phones or units with similar wireless Capability
1 Chainsaw
1 Power Blower
1 Arrow Board
1 Extra Pickup
Parking and Staging Area
Debris Dumping Transfer Facility
Storage Bin for Tools and Salt

Equipment shall be maintained to Clean and Professional standard reflecting the City's high standards.

EXHIBIT "B"

COST OF SERVICES

\$1,004,952.36 annually (40 concurrent hours per week/ 8 person crew)

The contractor will invoice on a monthly basis \$83,746.03, invoices shall be submitted to:

**City of Sandy Springs Payables
7840 Roswell Road Suite 500
Sandy Springs, Georgia 30350**

The contractor will charge 10% material and equipment mark-up, the cost of these services will not exceed \$200,000.00 annually.

Emergency Work, Specialty Work or Equipment will require pre-approval by the City Manager or his designee.

Overtime / Emergency Call Out Work

- 1. 3 man crew \$378.32 / hour**
- 2. 4 man crew \$478.32 / hour**
- 3. 5 man crew \$578.32 / hour**
- 4. 6 man crew \$678.32 / hour**
- 5. 7 man crew \$778.32 / hour**
- 6. 8 man crew \$878.32 / hour**

City may acquire other services from the vendor as set forth below provided however no charges shall be authorized without written authorization from the city prior to such cost being incurred:

**Invoices shall be sent to: City of Sandy Springs Payables
7840 Roswell Road Suite 500
Sandy Springs, Georgia 30350
770.206.1440**

EXHIBIT C

CERTIFICATION OF CONTRACTOR

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

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

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

Contractor understands that the following contract compliance dates set forth in the Act apply to the 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 D

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is

_____, _____, _____, _____, and I further certify that:

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

CONTRACTOR:

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 - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

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

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

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

5. 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.

***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. Section 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 Code Section 16-10-20 of the Official Code of Georgia.

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 ON 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:
