
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 Republic Intelligent Transportation Services for Signal 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: gmm APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 6/7/2011

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: gmm

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 Republic ITS for Traffic Signal/Sign 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 Republic ITS (formerly known as Siemens) to provide Traffic Signal/Sign 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

Republic ITS has provided these services (formerly known as Siemens) for approximately two (2) years and wishes to provide continued services to the City for a term of one (1) year, with a option to renew, upon City approval. The not to exceed value of the contract for FY12 is \$564,650.00.

We have chosen to contract with Republic ITS 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 Traffic Signal/Sign Maintenance Services

This Service Agreement (the "Agreement") is made this ____ day of _____, 2011, by and between REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC, and the City of Sandy Springs ("Sandy Springs").

WITNESSETH:

WHEREAS, REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC is engaged in the business of Traffic Signal Maintenance services; and

WHEREAS, REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC wishes to perform Traffic Signal Maintenance for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the services of REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC for Traffic Signal Maintenance services for the City of Sandy Springs, and

WHEREAS, REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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.**

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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. REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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 REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC a fee described in attachment named hereto as Exhibit "B".

b. Manner of Payment. REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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 REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC It is expressly agreed that REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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 REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC under this Agreement. REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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 REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Sandy Springs or REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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, REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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, REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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.**

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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".

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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 REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC hereunder or which in any manner affect this Agreement.

8. **Conflicts of Interest.**

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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. REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC is not presently subject to any agreement with a competitor or with any other party that will prevent REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC from performing in full accord with this Agreement; and

c. REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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 REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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**

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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 REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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 REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC under this section shall survive the termination of this Agreement.

10. **Insurance.**

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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.**

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC shall not assign this Agreement without the prior express written consent of Sandy Springs. Any attempted assignment by REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC without the prior express written approval of Sandy Springs shall at Sandy Springs' sole option terminate this Agreement without any notice to REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, 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

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.
8004 Cameron Road
Austin, Texas 78754

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:

REPUBLIC INTELLIGENT
TRANSPORTATION SERVICES, INC.

By: _____

Title: _____

Date of Execution _____

EXHIBIT "A"

Scope of Services

Contractor is to provide traffic maintenance services in the areas of traffic signal maintenance and traffic sign maintenance.

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

Traffic Signal Maintenance:

1. Provide traffic signal maintenance services to stop and go traffic signals, school zone flashing beacons and miscellaneous flashing beacons or electronically driven traffic control device. Provide traffic signal maintenance services, in accordance with City's Public Works work order system based on the following priorities:
 - Priority1, Complete within 24 hours (plus respond to dark or flashing signals within 2 hours of notification)
 - Priority2, Complete within 72 hours
 - Priority3, Complete within 10 business days, and
 - Priority4, Complete within 30 business days.
2. Provide site inspections, signal locates and markings underground signal runs and equipment and recommendations for signals on City streets based on current knowledge of the MUTCD latest edition and accepted traffic engineering standards and practices such as those set forth by Institute of Traffic Engineers (ITE) as needed.
3. Provide signal maintenance services including repairing, adjusting, aligning signal heads for proper vehicular and pedestrian traffic and installation, clean inside control cabinets, remove dust, foreign material and change air filters.
4. Request and confirm utility locates as required by Georgia Law. This will also include the staking of the signal pole, control box or dig site as necessary.
5. At the direction of the City representative or a designee, repair or install components of the signal system. This may include, but is not limited to, the detection systems, signal controller, signal cabinet, span wire, mast arms, signal heads and pedestrian facilities.
6. Appoint and provide a project manager to attend weekly meetings to discuss sign-related issues and to discuss sign-related issues within four (4) hours of phone contact by a City representative.
7. Develop and provide a weekly status report schedule, monthly cost summary, and progress reports on all work completed under this contract.

8. Submit reports by the 3rd business day of the following month in a format designated by the City's representative.
9. Notify the designated City representative of any rotation of crew members within 1 week of rotation.
10. Provide a communication link for personnel performing services under this scope of work to the designated City representative.
11. Submit completed work orders to the City representative or their designee once a week and in a format as designated by the City representative.

Signal Materials:

Contractor is to provide signal materials as follows:

1. Contractor to maintain an inventory of signal poles, signal heads, control cabinets, electrical and communications components and hardware that are typically required for standard industry practice for routine and emergency repairs (at the very least, a full 8 phase intersection of equipment should be stored). Contractor shall provide a detailed list of normally required materials to the City for approval within seven (7) days.
2. Contractor shall be subject to a random inquiry of inventory levels and required equipment by the City staff.
3. Material prices shall be in accordance with the attached Compensation Schedule.
4. All materials list shall be listed by the MUTCD sign codes and are standard roadway sizes. All materials shall be high intensity grade reflective sheeting unless otherwise directed by a City representative.
5. Contractor shall have the following materials on the truck on a daily basis:
 1. 2 signal heads with LED inserts (1 3-section and one 5-section)
 2. 1 2070 controller
 3. 1 Conflict monitor and diode card (332 cabinets)
 4. 4 Load switches
 5. 2 2-channel loop detectors (type to be specified by city) and
 6. 2 DC isolators (GDI)

Some materials may be provided by the City.

Signal Equipment:

Contractor to provide signal equipment as follows:

1. Provide proper equipment necessary to install and remove signals in a timely manner.

2. Provide a bucket truck of sufficient size to carry and be stocked with all materials and miscellaneous equipment and tools to perform all and any of the work indentified in this scope of work. The bucket truck boom shall be sufficient length and versatility to enable the contractor to work on all overhead traffic devices and in a safe and efficient manner. Truck must also provide an adequate storage area for other equipment and debris that is separated from and will not damage signals.

3. Provide proper tools for tree/bush trimming such as tree loppers and hedge clippers when removing foliage around signals, or control cabinets. Any disposal fees shall be covered in the line item for these trimming services.

4. Provide the necessary equipment to install control cabinets, mast arms and poles.

4. Contractor shall have the following equipment/tools on the truck at all times:

- Traffic control devices sufficient to establish work zones while performing routine tasks.
- Wrenches and sockets
- Hedge clippers/ hedge trimmers/saw pole
- Soldering Iron
- Electrical tape/rubber tape and/or scotch kote
- Water proof splices for loop connections
- Common spade lugs and butt splices
- Electric Drill and necessary drill bits
- Ohm meter/ inductance meter and megger
- Electrical/electronic hand tools used for signal work
- Cleaning supplies such as water, water bottles, shop rages, towels, squeegees and any other chemicals needed to complete work orders.

5. Contractor shall provide reasonable additional tools or test equipment necessary to perform all services covered by this scope of work at no additional expense.

Administrative Items:

Contractor shall:

1. Invoice the City for services and materials by the 3rd of the month for the previous month. Invoices shall follow the invoice requirements contained in the contract. All materials shall have the City's work order number associated to each type of material used. Contractor shall prepare and submit a separate invoice for each City project.

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

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

Contractors Performance Evaluations:

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

- Work order completion work quality
- Work order paperwork completion, (on time and correct)
- Overall crew performance, including:
 1. Arriving on time for work,
 2. Proper attire for the job (Note: no t-shirts and sweat pants are acceptable)
 3. Adequate job knowledge to perform tasks according to industry standards
 4. Crew attitude and willingness to do what is necessary
- * Accuracy and completion of proper billing in a timely manner
- * Required meeting attendance or contractor project manager availability
- * Preparation of safety reports when applicable,
- * Inventory levels for material and equipment

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

4. Any contractor employee that the City determines to be not capable of performing the services in this scope of work is subject to removal. If removed, contractor shall replace the employee in a timely manner at no additional cost to the City of Sandy Springs.

Health & Safety Requirements:

Contractor shall:

1. Report all property damage to the City Health and Safety Director and the City Public Works Director or his/her designee.

2. Report any accident to the City Health and Safety Director and the City Public Works Director or his/her designee.

3. Submit quarterly safety reports to the City's Public Works Director or his/her designee including the number of training sessions conducted, the number of OSHA recordable injuries, and the number of loss time injuries.

Signal Crew Standards:

Contractor shall provide two (2) crews consisting of a skilled crew leader and a helper to perform sign maintenance and installation. The skilled crew leader shall have a minimum of 3 years experience as it relates to sign maintenance and should be at minimum a Level 1 International Municipal Signal Association (IMSA) certified Sign Technician. There is no travel to work and from work included in this scope. Contractor's crew shall work a 40-hour work week consisting of 5 days of 8 consecutive hours, not including lunch. Contractor's crew shall work within the City boundaries during the work week except for non-regular City-defined holidays.

Emergency Calls:

Contractor shall act as first responder to after hour calls and shall provide on-call emergency services in regards to inoperable traffic signals, road closures, lane closures or downed red series signs with a maximum response time of two (2) hours. This service shall be required 7 days per week, 52 weeks per year. After hours are considered to be any weekday outside of normal work hours (as defined above), all day Saturday and Sunday and City defined Holidays. The two (2) hour response time begins when the contractor is first contacted by a City representative. The Contractor is required to respond to the on-call City representative within 15 minutes of the call.

As part of emergency calls, the first four (4) crew hours of one (1) crew shall be performed without additional cost to the City. If a second crew is required the contractor emergency crew rates shall apply.

Contractor shall provide type III barricades, cones with reflective collars, barrels with reflective collars, message boards, and arrow boards. Some of these items may be provided by the City or the City's Clients. If provided, the Contractor shall not invoice for these items.

Signal Material Specifications:

All signs shall be made with high intensity grade (no prismatic). The only exception will be all overhead signs that shall be made with diamond grade material. All street names signs shall have a green translucent overlay film.

Estimated Quantities:

Traffic control devices to be maintained include:

- 121 Traffic Signals
- 30 Flashing school beacons
- Over 13,000 signs
- Other flashing beacons

Deliverables:

1. Monthly invoice upon completion of services.
2. Notice of Completion, upon completion of services
3. Final release and lien waiver per agreement prior to final payment
4. Proposed lower-tier subcontractor before start of services
5. Insurance Certificate before commencing services
6. Monthly progress reports one each month or as directed
7. Key personnel and designated project manager named before performance start date
8. Copies of all data prior to final payment
9. No performance or payment bonds

EXHIBIT "B"

COST OF SERVICES

Traffic signal maintenance services

40 hours per week per crew

Two (2) crews five days a week Monday to Friday with one (1) Bucket Truck

Total Cost \$503,400 annually

Material Allowance

Total cost \$50,000.00

Emergency Allowance

Total Cost \$11,250.00

Total annual cost \$564,650.00

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:
