





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 Georgia Management Agency dba Road Worx Services for Traffic Signal Services for the City of Sandy Springs

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## **Background**

The City of Sandy Springs has the opportunity to contract with CH2M HILL's current subcontractor Georgia Management Agency dba Road Worx to provide Traffic Signal 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**

Georgia Management Agency dba RoadWorx 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 a option to renew, upon City approval. The not to exceed value of the contract for FY12 is \$300,000.

We have chosen to contract with Georgia Management Agency dba RoadWorx 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 Sign Maintenance Services**

This Service Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, **2011**, by and between GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX, and the City of Sandy Springs ("Sandy Springs").

**WITNESSETH:**

**WHEREAS**, GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX is engaged in the business of Traffic Sign Maintenance services; and

**WHEREAS**, GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX wishes to perform Traffic Sign Maintenance for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the services of GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX for Traffic Sign Maintenance services for the City of Sandy Springs, and

**WHEREAS**, GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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.**

GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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. GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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 GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX a fee described in attachment named hereto as Exhibit "B".

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

b. Employee Benefits. GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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 GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX under this Agreement. GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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 execution hereof (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 GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Sandy Springs or GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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, GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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, GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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.**

GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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".

GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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 GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX hereunder or which in any manner affect this Agreement.

8. **Conflicts of Interest.**

GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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. GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX is not presently subject to any agreement with a competitor or with any other party that will prevent GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX from performing in full accord with this Agreement; and

c. GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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 GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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**

GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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 GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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 GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX under this section shall survive the termination of this Agreement.

10. **Insurance.**

GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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.**

GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX shall not assign this Agreement without the prior express written consent of Sandy Springs. Any attempted

assignment by GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX without the prior express written approval of Sandy Springs shall at Sandy Springs' sole option terminate this Agreement without any notice to GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX 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 GEORGIA MANAGEMENT AGENCY INC DBA ROADWORX:**

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:

GEORGIA MANAGEMENT AGENCY INC  
DBA ROADWORX

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 Sign Maintenance:**

1. Replace traffic sign maintenance services in accordance with City's Public Works work order system based on the following priorities:

- Priority1, Complete within 24 hours (plus red series signs must be completed 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 and recommendations for signs on City streets based on current knowledge of the MUTCD latest edition and accepted traffic engineering standards and practices such as those set forth by Institute of Traffic Engineers (ITE) as needed.

3. Provide sign maintenance services including installation, cleaning, reposting, and replacement: trimming foliage around signs and/or the blocking of sight visibility of signs, and the removal of graffiti from signs and traffic signal cabinets.

4. Request and confirm utility locates as required by Georgia Law. This will also include the staking of the sign location.

5. Provide off-site disposal services for foliage trimmed from around signs and or signals.

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 3<sup>rd</sup> 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.

12. Provide proper training on how to cut/trim away branches and tree limbs for all crew members.

**Sign Materials:**

On a per City basis contractor is to provide sign materials as follows:

1. Contractor to provide a minimum amount of materials be provided to complete day to day operations as listed in table 1. Any materials furnished or installed not meeting the standards or requirements of the City will be replaced at the contractor's expense.

2. Provide all sign materials and posts and ensure compliance with the MUTCD (latest version) and current City standards.

3. Contractor shall be subject to random review of the inventory levels and equipment listed in table 1.

4. All materials list shall be listed by the MUTCD sign codes and be standard roadway sizes. All materials shall be high intensity grade reflective sheeting unless otherwise directed by a City representative.

**Sign Equipment:**

Contractor to provide sign equipment as follows:

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

2. Provide a truck of sufficient size and that is designed to hold signs in an upright position so the signs will not be scratched or damaged. Truck must also provide an adequate storage area for other equipment and debris that is separated from and will not damage signs.

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

- 1 Digital Camera
- Wrenches and sockets
- Hedge clippers/ hedge trimmers
- Tree Loppers
- Post removal equipment
- Post installation equipment
- Chain saw
- Power Drill
- Power Drill
- Level

- Graffiti removal products, and
- Cleaning supplies such as water, water bottles, shop rags, towels, squeegees and any other chemicals needed to complete work orders.

4. 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 5<sup>th</sup> 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 third 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 (10<sup>th</sup>) 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.

### **Sign Crew Standards:**

Contractor shall provide one (1) crew consisting of a skilled crew leader and a helper to perform sign maintenance and installation. The skilled crew leader shall have a minimum of 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 Contractor is required to respond to the on-call City representative within 15 minutes of the call.

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.

**Sign Material Specifications:**

All signs shall be made with high intensity grade. 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

Georgia Management Agency dba RoadWorx is available to perform other traffic duties for the City of Sandy Springs by request for quote.

**EXHIBIT "B"**

**COST OF SERVICES**

**Traffic sign maintenance and other services as mutually agreed upon by both parties.**

**40 hours per week one crew (2 men and 1 bucket truck) Monday to Friday**  
**Monthly Rate           \$17,500.00**  
**Total Cost               \$210,000.00**

**Signage Infrastructure Material Allowance**  
**Monthly Rate           \$7500.00**  
**Total cost               \$90,000.00 not to exceed**

**Total Annual Cost   \$300,000.00**

**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:**

**Traffic signal maintenance hourly cost \$125.00**  
**Additional on-call emergency hourly rate \$89.00 or \$750.00 a day whichever is less**

**All services provided above include two (2) men and one (1) Bucket Truck or P/U Truck.**

**Construction Operator rate of \$65.00 an hour includes loader.**

**Electrical work by Certified Employee \$49.00 an hour**

**Plumbing work by Certified Employee \$49.00 an hour**

**Other services as set forth in exhibit "F" attached here to,**

**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:

\_\_\_\_\_