

**STATE OF GEORGIA,  
COUNTY OF SPALDING.**

**MAINTENANCE CONTRACT  
between  
WILBURN ENGINEERING, LLC  
and the  
CITY OF GRIFFIN, GEORGIA**

THIS MAINTENANCE CONTRACT (hereinafter the "Contract" or "Agreement") made this \_\_\_\_ day of November, 2016 (hereinafter the "Effective Date"), by and between WILBURN ENGINEERING, LLC (hereinafter the "CONTRACTOR"), whose address is 931 Lower Fayetteville Road, Suite I, Newnan, Georgia 30236, and the CITY OF GRIFFIN, a GEORGIA municipal corporation (hereinafter the "CITY"), whose address is 100 S. Hill Street, Third Floor, Griffin, Georgia 30223, provides as follows:

**RECITALS**

WHEREAS, Contractor represents to City that it is a duly qualified firm experienced in maintaining traffic signal installations and is a Georgia Department of Transportation prequalified supplier; and

WHEREAS, in the judgment of the Board of Commissioners of the City, it is necessary and desirable to employ the services of Contractor for traffic signal maintenance services; and

WHEREAS, City and Contractor desire to enter into a contract for the maintenance, service, and repair of traffic control signals, situated and location in the City of Griffin;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** Contractor is an independent contractor and shall perform the following services at the City's request:
  - a. Furnish all tools, equipment, apparatuses, facilities, labor services and material to maintain and repair all the traffic signal installations listed on Exhibit "A" attached hereto and incorporated herein by reference;
  - b. Perform all work necessary to maintain and repair all the traffic signal installations listed on Exhibit "A" to this Agreement, including routine inspections and preventative maintenance at least every six (6) months, as specified in City's Invitation to Bid Section 1.3.19, which is incorporated herein by reference;
  - c. Provide twenty-four (24) hour on call emergency service or repair, as well as signal maintenance and repairs during normal business hours;
  - d. Keep and maintain records pertaining to the maintenance, service, or repair performed by Contractor, all of which shall be furnished to City upon reasonable request;

- e. Prepare data collection and existing conditions reports as specified in City's Invitation to Bid, Section 1.3.15, 1.3.16, 1.3.17, and 1.3.18;
- f. Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices (hereinafter referred to as "MUTCD"), as needed in conjunction with the Contractor's maintenance activities;
- g. Remove any easily removable, unauthorized signs, stickers, posters, and/or graffiti from signal poles or equipment, and notify City of any items not able to be removed; and
- h. Contractor shall maintain, and require all contractors and subcontractors working at Contractor's direction to maintain, general liability insurance in the amounts of no less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence for property damage and bodily injury, automobile insurance in the amounts of no less than \$1,000,000.00 per person or \$2,000,000.00 combined single limit for property damage and personal injury, and workers' compensation with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation Act. Contractor shall name City as additional insured on these policies and shall submit policies, including Declaration Page, to City prior to the start of work.

2. **EXTRAORDINARY MAINTENANCE.** Contractor shall contact the City's Project Manager regarding any extraordinary maintenance, which shall include the following:

- a. Failure or malfunction of the signal system caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation;
- b. Replacement of loop detectors including saw cut lead-ins, as required;
- c. Repainting signal heads, back plates, visors, frameworks, pedestrian push button housings, electric meter service cabinets, poles and mast arms, as directed by the City.

Prior approval shall be given by City before Contractor proceeds with extraordinary maintenance, except in emergencies where injury or property damage may result without prompt response.

3. **EMERGENCY TRAFFIC SIGNAL RESPONSE/SHUTDOWNS.** Routine after hours maintenance will be provided by the City's Electric Department. Contractor shall provide emergency repairs for all existing signals, when required. Emergency work will be billed on an hourly basis for labor and equipment at \$103.00/hour plus materials.

4. **COMPENSATION.** City and Contractor agree that City shall pay Contractor in accordance to the Contractor's Proposal Submission dated August 17, 2016 (hereinafter referred to as "Bid Documents") for the City's traffic signals, which Bid Submission is, by reference, expressly incorporated herein.

- a. **Compensation for Signal Maintenance.** Compensation for all routine maintenance will be paid at a rate equal to the rates specified in the Bid Documents. Standard hourly rates include \$150.00/hour per analytical/engineering personnel;

\$72.00/hour per crew, which will include one traffic signal maintenance technician and a pick-up truck; \$103.00/hour per crew after hours; \$139.00/hour for two person crews, which will include a IMSA Level I Technician, IMSA Level II Technician, and a bucket truck; and \$97.00/hour for Supervisor.

- b. **Rates for Equipment.** Compensation for equipment shall be paid at a rate equal to the rates specified in the Bid Documents. Standard rates include \$30.00/hour for digger derrick truck; \$22.00/hour for mini excavator; \$10.00/hour for pole trailer; and \$8.00/hour for air compressor.
  - c. **Payment for Services.** City agrees to pay Contractor within a period of thirty (30) days after submission of an itemized invoice, including the signal location, date of service, nature of service, materials used, and labor required, by Contractor to City.
5. **PERSONNEL.** Contractor will designate a project manager who will be the City's primary point of contact. Contractor shall assign only competent personnel to perform the work hereunder. Personnel shall maintain a professional appearance and be courteous in their interaction with the public. Contractor will maintain and implement documented training programs throughout the term of the contract to guarantee that Contractor's personnel maintain applicable certifications. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving notice from City.
6. **EQUIPMENT.** Contractor is responsible for maintaining all equipment in a satisfactory operating condition throughout the contract period. All fuel shall be supplied by Contractor. At least one member of each crew shall be equipped with a cellular phone.
7. **SERVICE AUTHORIZATION REQUESTS.** City and Contractor agree that Contractor shall be authorized to respond to any request for emergency services upon telephone or other form of request, verbal or written, by the City's system operations personnel, Danny English, as Engineering Technical Supervisor for the City, and Jason Crane, as Engineering Technician for the City, for necessary emergency service repair of said traffic control signals. Contractor shall respond to such emergency request within three (3) hours of notification. For necessary non-emergency service, repair of said traffic control signals shall be completed based on the following priority list:
- a. Priority 1 – Complete within twenty-four (24) hours;
  - b. Priority 2 – Complete within seven (7) days;
  - c. Priority 3 – Complete within twenty-one (21) days; and
  - d. Priority 4 – Complete as directed.
8. **SERVICE REQUESTS.** For purposes of this Contract, "service requests" shall be defined as any dispatched call, whether emergency or non-emergency, outside of the normal preventative maintenance schedule, for any traffic signal malfunctions, including, but not limited to, intersections in flash, intersections blacked out, traffic signal knockdowns, traffic signal lamp outages, intersection timing, sequencing, or phasing issues, and acts of God.

9. **TRAFFIC CONTROL SIGNALS.** For purposes of this Contract, “traffic control signals” shall be defined as any device, whether manually, electrically, or mechanically operated, by which vehicular and/or pedestrian traffic is alternately directed to stop and proceed.
10. **PERFORMANCE STANDARD.** Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. If City determines that any of Contractor’s work is not in accordance with such level of competency and standard of care, City, in its sole discretion and in addition to any other remedies provided herein or by law, shall have the right to require Contractor to meet with City to review the quality of the work and resolve matters of concern, require Contractor to repeat the work at no additional cost, or terminate this Agreement.
11. **FULL PERFORMANCE.** City and Contractor hereby agree to the full performance of the Scope of Services, including all the requirements, conditions and stipulations contained in the Bid Documents.
12. **NO WAIVER.** The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce any provision or any part of the Contract, nor shall the failure of the City to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.
13. **APPLICABLE LAW.** This Contract and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
14. **ASSIGNMENT.** This Contract and the proceeds of the Contract may not be assigned nor may the performance thereunder be assigned, without the prior written consent of the City.
15. **GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT.** The Contractor hereby certifies its compliance with the Immigration Reform & Control Act of 1986 (“IRCA”), P.L. 99-603, and the Georgia Security & Immigration Compliance Act, O.C.G.A. §13-10-90, *et seq.* Contractor certifies that it has registered at <https://www.vis-dhs.com/Employer/Registration> to verify eligibility of all newly hired employees in order to comply with these laws. Contractor further certifies that it shall execute any affidavits required by the regulations issued by the Georgia Department of Labor, set forth in Rule 300-10-1-.01, *et seq.* Contractor covenants to include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.
16. **TERM.** This Contract shall be in force and effect for an initial term beginning December 1, 2016 and ending at midnight on December 31, 2017. Said Contract may thereafter be renewed for four (4) successive terms, coterminous with the calendar year. Notice for the renewal of the Contract will be submitted by the City at least thirty (30) days prior to the expiration of the contract.



17. **SEVERABILITY.** If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
18. **FULL AGREEMENT.** These Contract Documents shall supersede all prior negotiations, discussions, statements, and agreements between the City and Contractor and constitute the full, complete, and entire agreement between the City and Contractor. There can be no changes to this Contract by oral means, nor by course of conduct by either party, unless such change is properly authorized, in writing.
19. **TERMINATION.** The City reserves the right to terminate this contract, in whole or in part, for failure to comply with any provisions of the Contract as outlined, by providing written notice to Contractor at least thirty (30) days before the effective date of termination. Contractor will not be relieved of any outstanding responsibilities or unfinished obligations under this Contract. City considers late delivery of contract items as reasonable cause to terminate the Contract. The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to Contractor. In the event of the City's termination of the Contract for fund appropriation, Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.
20. **MODIFICATION.** All modifications to the Contract shall be in writing and signed by the authorized representative of the parties. No verbal modification shall be binding or enforceable in any event.
21. **NOTICES.** All notices, demands, and requests under this Agreement shall be in writing and shall be deemed given when sent by United States registered and/or certified mail, postage prepaid, return receipt requested, and addressed as follows:

- a. To City: City of Griffin  
Attention: Danny English, Project Manager  
Post Office Box T  
Griffin, Georgia 30224
- b. To Contractor: Wilburn Engineering, LLC  
Attention: Vern Wilburn  
931 Lower Fayetteville Road, Suite I  
Newnan, Georgia 30263

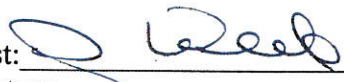
*{Signatures on following page}*

IN WITNESS WHEREOF, the parties, through their duly-authorized officers, have set their hands and affixed their seals, the day and year first above written.

**CONTRACTOR:**

**WILBURN ENGINEERING, LLC**

By:   
Vern Wilburn, President

Attest:   
Secretary

(SEAL)

**CITY:**


**CITY OF GRIFFIN, GEORGIA**

By: \_\_\_\_\_  
Dick Morrow, Chairperson  
Board of Commissioners

Attest: \_\_\_\_\_  
Kenny L. Smith, Secretary

SEAL

Approved as to form:

By:   
Andrew J. Whalen, III  
City Attorney

Attachments:

Exhibit "A" – City-owned Traffic Signals in the City of Griffin

**EXHIBIT "A"**  
**LIST OF CITY-OWNED TRAFFIC SIGNALS**

5<sup>th</sup> Street and East Solomon Street  
4<sup>th</sup> Street and East Solomon Street  
6<sup>th</sup> Street and East Solomon Street  
8<sup>th</sup> Street and West Solomon Street  
10<sup>th</sup> Street and West Solomon Street  
13<sup>th</sup> Street and West Solomon Street  
Experiment Street and School Road  
13<sup>th</sup> Street and West Broad Street  
10<sup>th</sup> Street and West Broad Street  
8<sup>th</sup> Street and West Broad Street  
North 6<sup>th</sup> Street and East Chappell Street  
North Hill Street and Chappell Street  
North Hill Street and Northside Drive  
North 9<sup>th</sup> Street and West Quilly Street  
South 6<sup>th</sup> Street and East Poplar Street  
South 6<sup>th</sup> Street and East College Street  
South 8<sup>th</sup> Street and West College Street  
South 8<sup>th</sup> Street and West Poplar Street  
South 9<sup>th</sup> Street and West Poplar Street  
South 9<sup>th</sup> Street and West College Street  
South 10<sup>th</sup> Street and West Poplar Street  
West Poplar Street and Carver Road  
Crescent Road and Maple Drive  
Everee Inn Road and Meriwether Street  
Everee Inn Road and Cain Lane