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**Board of Commissioners  
 Agenda Item Transmittal Form  
 Procurement/Contract Transmittal Form**

<b>Type of contract:</b> 1 year <input type="checkbox"/> Multi-year <input type="checkbox"/> Single Event <input type="checkbox"/>		Contract #: BOC Approval Date:
<input type="checkbox"/> <b>Submission Information</b> Contact Name: Brian Kelley Department: Rockdale County Transportation Project Title: Traffic Signal Maintenance Funding Account Number: 100-4270-521200-41 Contract amount: \$25,000.00 Contract Type: Goods ( ) Services (X) Labor ( ) Contract Action: New ( ) Renewal ( ) Change Order ( ) Original Contract Number:	<input type="checkbox"/> <b>Vendor Information</b> Vendor Name: Lumin8 Transportation Technologies Address: 27 N Fairground Street NE Address: Marietta, GA 30060 Email: <a href="mailto:boravetz@lumin8.com">boravetz@lumin8.com</a> Phone #: 770-732-0054 Contact: Brandon A. Oravetz Term of contract: 12 months with (4) 1-year options	
<b>Finance Director Signature</b> I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>[Signature]</i> Date: 1/10/2023	<b>Procurement Manager Signature</b> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>[Signature]</i> Date: 12/7/22	

**Detailed Summary of Contract:**

This agenda items is for the result of the ITB# 22-31. This is for the Traffic Signal Maintenance for Rockdale County on an as-needed basis.

**Department Head/Elected Official Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*B. Kelley*      11/30/2022

2023-03

## CONTRACT AGREEMENT

**THIS AGREEMENT** made by and between ROCKDALE COUNTY, GEORGIA, hereinafter called "**County**", and LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC, a contractor doing business as a corporation of the City of Tucker, and State of Georgia, authorized to do business in Georgia, hereinafter called "**Contractor**".

**WITNESSETH:** that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to perform the work and services in accordance with the conditions and prices stated in the proposal dated August 18, 2022 in response to ITB 22-31 when so requested by the **County**:

Furnish all labor, materials, and equipment, supervision, utility coordination, traffic control and all other requirements necessary to diagnose causes of malfunctions and perform necessary repairs to the Rockdale County traffic signals, school signal and flashing beacons when requested by the County, in consultation with the Rockdale County Director of Transportation or his designee in accordance with the Rockdale County and generally accepted industry practices and to utilize adequately trained and skilled technicians for the purpose of routine malfunction diagnosis, wiring, lamp maintenance, signal replacement and other related traffic signal or flashing beacons repairs; herein after referred to as the "**Work**", for and all extra work in connection therewith, under the terms as stated in the bid documents, and further detailed in the Minimum Specifications and Conditions for Traffic Signal Maintenance Services, and to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, and other accessories and services to complete the said "**Work**" in accordance with the conditions and prices stated in the proposal dated August 18, 2022 in response to ITB 22-31, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the Contract. All Work is an on-call as needed basis and work will be authorized as Task Orders when needed.

Services will be among the **Contractor** and one (1) other contractor. The **Contractor** shall be ready to respond to requests for traffic signal, school signals, flashing beacon repairs or installation, in consultation with the Director of the Rockdale County Department of Transportation on a standby basis, 24 hours a day, seven days a week, 365 days a year.

The **Contractor** shall promptly commence the Work with adequate force and equipment within 3 hours from receipt of a request from the County, or as may be specified by Special Provision or direction by the County, and to complete the Work in a timely manner, or as may be specified by Special Provision.

The **Contractor's** role shall be one of an independent contractor and shall only perform services on behalf of the County when so requested by the County.

The **County** agrees to pay the **Contractor** in current funds for the performance of the Contract for work satisfactorily performed in accordance with the contract documents, and to make payments on account thereof as provided in the contract documents.

The contract period is (12) months from time of award, with up to 4 one-year extensions.

**CONTRACT AGREEMENT**

Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by Contractor under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

**IN WITNESS WHERE OF**, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this \_\_\_ day of \_\_\_\_\_, 2022

**ROCKDALE COUNTY, GEORGIA**

ATTEST: \_\_\_\_\_  
Jennifer Rutledge, Executive  
Director/County Clerk

By: \_\_\_\_\_ (Seal)  
Osborn Nesbitt, Sr.  
Chairman, Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
M. Qader A. Baig, County Attorney

**LUMIN8 TRANSPORTATION  
TECHNOLOGIES, LLC**

ATTEST: Donna Armstrong  
Secretary or Assistant

By: [Signature] (Seal)  
DAVID SWALES JR  
(Print)  
President or Vice President



**BID FORM – ITB No. 22-31**

Instructions: Complete all THREE parts of this bid form.

I / we, Lumin8 Transportation Technologies, LLC a qualified vendor, contractor, firm, or corporation hereby submit the following unit labor and equipment prices under the various maintenance service categories in response to the County's request for bid.

**PART I: Unit Labor Rates, and Equipment & Materials Mark-up Rate**

Complete the information below.

**RATE SCHEDULE****CATEGORY "A" SERVICES**

<b>Superintendent Labor:</b>	Per Hour	<u>\$102.50</u>
<b>IMSA Level III Technician:</b>	Per Hour	<u>\$95.50</u>
<b>IMSA Level II Technician:</b>	Per Hour	<u>\$85.00</u>
<b>IMSA Level I Technician</b>	Per Hour	<u>\$60.00</u>
<b>Laborer:</b>	Per Hour	<u>\$52.00</u>
<b>Trainee/Helper Labor:</b>	Per Hour	<u>\$47.25</u>
<b>Other Labor Category (Specify):</b>	Per Hour	<u>\$74.25</u>
Fiber Technician		

**Escalation Rate for Unit Labor Rates – Annual Percent Escalation:** 4 %

**Equipment and Materials Cost-Plus Markup Rate:** 5 %  
 (This rate is applicable for the entire duration of the contract, no annual escalation)

**BID FORM CONTINUED - CATEGORY "B" SERVICES**

These services may be requested by the County for major projects or complex repairs or may be required due to major system failures. These services are considered additional services and shall be utilized only when requested by the County.

**PLEASE NOTE, if similar equipment is utilized by the contractor(s) when providing services under Category A, the cost of such equipment shall be included in the unit labor rates bid for that category, they will not be paid separately.**

**Contractor may bid on any or all items in Category "B" for which adequate equipment and qualified personnel is or can be made available to the County.**

Traffic Control and Equipment Rental:

1. Cones, barriers & signage (sufficient for a typical signalized intersection)	\$ 1,500.00	Per Day
2. Electronic Message Board	\$ 225.00	Per Day
3. Jersey Barrier (Per 6-foot Unit)	\$ 850.00	Per Day
4. Digger/Auger Truck	\$ No Bid	Per Day
5. Line Truck	\$ 750.00	Per Day
6. Bucket Truck (35 minimum lift reach)	\$ 1,000.00	Per Day

Signal Equipment:

1. Installation of 6' x 40' Quad Signal Loop Detector with 100' of lead wire -	\$ 3,450.00	Each
2. Installation of 6' x 6' Pulse Loop Detector with 100' of lead wire -	\$ 2,400.00	Each
3. Installation of additional lead wire (per foot)	\$ 9.75	Per L.F.
4. Installation of span wire for typical cross intersection (up to 200 L.F)	\$ 5,500.00	Each

Personnel:

	<u>REGULAR TIME</u>	<u>OVERTIME</u>
1. Flagman	\$ 65.00 Per Hour	\$ 97.50 Per Hour

**CATEGORY "C" SERVICES**Consulting Services:

	<u>REGULAR TIME</u>	<u>OVERTIME</u>
1. Staff Traffic Engineer	\$ 117.75 Per Hour	\$ 176.63 Per Hour
2. Project Engineer (GA. PE Registration required)	\$ 138.50 Per Hour	\$ 207.75 Per Hour

NOTE: Prices for all personnel items are per hour on site.