





TO: Mayor and City Council

FROM: John McDonough, City Manager

DATE: May 23, 2014 for submission on the Consent Agenda of the June 3, 2014 City Council Meeting

ITEM: Recommendation to enter into contract agreement with Optech RWM, LLC for right-of-way, drainage system, and parks grounds maintenance services

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## **Background**

Since July 1, 2011, the City of Sandy Springs has held a direct contract with Optech RWM, LLC to provide mowing, litter and sign pickup on the City's rights-of-way. Litter pickup on the interstates within the City was added to the scope in fiscal year (FY) 2014. Optech RWM, LLC also maintains the City's storm drain systems as well as parks grounds.

## **Discussion**

Optech RWM, LLC has provided these services for approximately eight (8) years. The not to exceed value of the contract for FY 2015 is \$2,717,092.12, the same amount as the previous contract in FY 2014.

Staff recommends awarding a contract extension to Optech RWM, LLC to sustain the current level of service for the residents of Sandy Springs. Since July 1, 2013 Optech has completed more than 5,400 work orders which included various dead animal, graffiti, litter and debris removals and mowing. Optech is also responsible for picking up illegal signs, street sweeping, storm structure maintenance and inspection and various special projects for both the Departments of Public Works and Recreation and Parks.

Optech also assisted in both of the winter storms in January and February of 2014. They provided staff and equipment and operated on 12 hour shifts during emergency operations.

## **Alternatives**

Council may choose to not award the contract extension.

## **Attachment**

- I. Services Contract Amendment



## CONTRACT AMENDMENT

**CONTRACT NUMBER AND TITLE: SERVICE AGREEMENT – WORKFORCE AND  
MAINTENANCE SERVICES**

**AMENDMENT NUMBER EIGHT**

**THIS AMENDMENT** to Contract is made and entered into as of the 1<sup>st</sup> day of July, 2014 by and between the CITY OF SANDY SPRINGS, (hereinafter referred to as “Sandy Springs”), and OPTECH RWM, LLC, a corporation of the State of Georgia with offices located at 2370 Justin Trail, Alpharetta, GA (hereinafter referred to as “Contractor”).

### RECITALS

**WHEREAS**, the City of Sandy Springs and Contractor entered into that certain contract agreement dated June 22, 2011 entitled Service Agreement, (the “Contract”);

**WHEREAS**, said Service Agreement provided for Contractor to provide certain Public Works Workforce and Maintenance Services (the “Services”) for the City;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

#### **I. Article IV-Term**

The Parties mutually agree that the term of the Contract shall be extended for one additional year beginning July 1, 2014 through June 30, 2015.

#### **II. Governing Law**

This Amendment Number Eight to the original contract agreement shall be governed in all respects by the laws of the State of Georgia.

#### **III. Entire Agreement**

The Contract Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Except for the terms and conditions of the Contract as set forth above, all prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Neither party has relied on any representation, promise, nor inducement not contained herein.

All other terms, provisions, and requirements as set forth in the Contract shall continue in full force and effect. The execution of this Amendment does not in any manner waive, settle, or modify any of the obligations of the Contractor for the work completed under the Contract. Further, the terms, provisions, and requirements of the Contract shall apply to all as set forth in this Amendment. The Contractor expressly reaffirms that all warranties and representations of the Contract Agreement continue to be true and correct and that all bonds shall cover the Corrective Work as set forth in this Amendment.

**IV. Notices**

All notices or other communications required or permitted to be given under this Fourth Amendment 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:**

**With copies to:**

John McDonough, City Manager  
7840 Roswell Rd Bldg. 500  
Sandy Springs, GA 30350

Wendell Willard, City Attorney  
7840 Roswell Rd. Suite 330  
Sandy Springs, GA 30350

**If to the Contractor:**

**With copies to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions of original contract not inconsistent with this amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

Approved as to form:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

(SEAL)

**CONTRACTOR**

By: \_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
(typed or printed name)

\_\_\_\_\_  
Title

Executed in quadruplicate originals of four (4).

## APPENDICES

- AFFIDAVITS
  - Affidavit Verifying Status for City Public Benefit Application
  - Contractor Affidavit Under O.C.G.A. §13-10-91(b(1))

**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 \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: December 17, 2014

\*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:

\_\_\_\_\_

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_