



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 ProCutters Lawscapes, Inc. for Interstate Right-of-Way Maintenance Services

Background

Since July 1, 2009, the City of Sandy Springs has held a direct contract with ProCutters Lawscapes, Inc. to provide interstate right-of-way maintenance services.

Discussion

ProCutters has been the City's contractor for mowing and litter pick-up along I-285 and State Route (SR) 400 since 2009. In fiscal year (FY) 2014, ProCutters Lawscapes, Inc. contract for \$220,000 was used solely for mowing the interstate rights-of-way with litter and debris pick-up serviced under another contract. This resulted in increased mowing services from 7 to 11 times annually (approximately every 3 weeks during the growing season.)

Staff recommends awarding a contract extension to ProCutters Lawscapes, Inc. in the amount of \$220,000. This is the same amount as in FY2014.

Alternatives

Council could choose not to award a contract.

Attachment

- I. Services Contract Amendment



CONTRACT AMENDMENT

<p>CONTRACT NUMBER AND TITLE: SERVICE AGREEMENT – MOWING SERVICES</p> <p>AMENDMENT NUMBER TWO</p>

THIS AMENDMENT to Contract is made and entered into as of the 1st day of July, 2014 by and between the CITY OF SANDY SPRINGS, (hereinafter referred to as “Sandy Springs”), and PRO CUTTERS LAWNSCAPES, INC., a corporation of the State of Georgia with offices located at 1350 Farmers Road, Conyers, Georgia (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City of Sandy Springs and Contractor entered into that certain contract agreement dated July 1, 2012 entitled Service Agreement, (the “Contract”);

WHEREAS, said Service Agreement provided for Contractor to provide certain Public Works Mowing 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 Two 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 including Exhibit A, Scope of Services and Exhibit B, Cost of Services, 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 Second 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:

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

With copies to:

Wendell Willard, City Attorney
7840 Roswell Rd., Bldg. 300
Suite 330
Atlanta, Georgia 30346

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: _____