

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: June 13, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Recommendation to enter into Contract Agreement with Optech Monette for Park Maintenance, Right of way Maintenance, Street Cleaning and Other Services

MEETING DATE: For Submission onto the June 19, 2012, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Services Contract Amendment

APPROVAL BY CITY MANAGER: JJM APPROVED

NOT APPROVED

PLACED ON AGENDA FOR: 6/19/2012

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:



TO: Mayor and City Council

FROM: John McDonough, City Manager

DATE: June 12, 2012 for submission on the Consent Agenda of the June 19, 2012 City Council Meeting

ITEM: Recommendation to enter into Contract Agreement with Optech RWM, LLC for Road, Sidewalk, ROW, Drainage Repair, Park and Maintenance Services

Background

Since July 1, 2011, the City of Sandy Springs has held a direct contract with Optech RWM, LLC to provide Road, Sidewalk, ROW, Drainage Repair, Park and Maintenance Services.

Discussion

Optech RWM, LLC has provided these services for approximately five (5) years and wishes to provide continued services to the City for a term of one (1) year, with an option to renew, upon City approval. Through this agreement, the City is combining two prior agreements into one consolidated contract. The not to exceed value of the consolidated contract for FY13 is \$2,593,342.12, the same amount as the two separate contracts in FY2012.

Staff recommends awarding a contract extension to Optech RWM, LLC to sustain the current level of services and serve the residents of Sandy Springs.

Alternatives

Council could choose not to award a contract.

Attachment

1. Services Contract Amendment

*City
Manager*



CONTRACT AMENDMENT

CONTRACT NUMBER AND TITLE: SERVICE AGREEMENT - Sandy Springs Work Force Elements (Road, Sidewalk, ROW, Drainage Repair, Park and Maintenance Services)

AMENDMENT NUMBER FOUR

THIS AMENDMENT to Contract is made and entered into as of the 1st of July, 2012, 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 (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, 2012 through June 30, 2013.

II. Additional Services

The Contract shall be modified to include all properties and services in attachment named hereto as Exhibit "A".

III. Compensation

Fee. In consideration for Services, Sandy Springs shall pay to OPTECH RWM, LLC a fee described in attachment named hereto as Exhibit "B".

IV. Governing Law

This Fourth Amendment shall be governed in all respects by the laws of the State of Georgia.

V. 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.

VI. 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:

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

With copies to:

Wendell Willard, City Attorney
Two Ravinia Drive, Suite 1630
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).

EXHIBIT A
SCOPE OF SERVICES
Additional Properties

I. Hazard Mitigation Properties:

Mowing services shall be twice a month from April through October plus three (3) additional mowings during November through March. (Dates will be determined by the City.) Contractor shall provide all materials, man power and equipment at no additional cost to the City.

The properties to be mowed are:

- 505 Pine Forest Road
- 510 Pine Forest Road
- 520 Pine Forest Road
- 550 Pine Forest Road
- 4685 Hitching Post Trail
- 6285 River Shore Parkway

Properties must be maintained to the standards outlined in IPMC Section 302.4 (*All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten (10") inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.*).

II. Recreation and Parks Properties:

There are Thirteen (13) parks that are covered in this Scope of Work:

- Hammond Park (noted as A-1)
- Sandy Springs Tennis Center (noted as A-2)
- Allen Road Park (noted as A-3)
- Grace Park (noted as A-4)
- Sandy Springs Historical Site (noted as A-5)
- Abernathy Park – Art Center (noted as A-6)
- Ridgeview Park (noted as A-7)
- Big Trees Forest Preserve (noted as A-8)
- Overlook Park(noted as A-9)
- Morgan Falls River Park(noted as A-10)
- Eagle Park(noted as A-11)
- Cliftwood Corner Park(noted as A-12)
- Abernathy Greenway (noted as A-13)

A-1 Hammond Park:

1. During March-October,, mow all turf areas on a weekly basis at the proper levels for each type of turf, provide trimming and edging, debris (sticks and limbs) removal, weed control outside normal turf areas, blow hard surfaces daily to remove debris, maintain embankments as needed, prune plants and tree limbs up to 14 feet in height and under 2.5 inches in caliper, pick up and dispose of trash.
2. Year round pick up and dispose of trash daily, seven (7) days a week; prune heavy tree lines in order to prevent encroachment, pressure wash areas that develop mold and mildew, blow hard surfaces to remove debris, remove leaves. Provide Dog Station bags and empty dog trash as needed.
3. Provide a seven point chemical program for all turf areas. Maintain shrubs, beds, and planted banks located in the park. Pull weeds. Place and maintain straw and use chemicals as needed.
4. Rake the mulch in the playground on Monday-Wednesday-Friday. Provide new cypress mulch as required to maintain an 8” safety fall zone through.
5. Provide and install signs stating, "No skate boarding", "no dumping", "no loitering", and to remind visitors to "remove all pet waste" and "keep all pets on a leash", as required by law.

A-2 Sandy Springs Tennis Center

1. During March - October, mow all areas on a weekly basis at the proper levels, and throughout the year provide trimming and edging, debris (sticks and limbs) removal, blow hard surfaces Monday-Wednesday-Friday to remove debris, maintain embankments, remove weeds in mulch beds and trim plants during November each year. Pick up and dispose of trash Monday-Wednesday-Friday.
2. Provide tree pruning and encroachment control up to 14 feet in height and 2.5 inches in caliper throughout parking lot, street and service drive annually.

A-3 Allen Road Park

1. During March - October, mow all areas on a weekly basis at the proper levels, and throughout the year provide trimming and edging, debris (sticks and limbs) removal, blow hard surfaces Monday-Wednesday-Friday to remove debris, maintain embankments as needed, pick up and dispose of trash as required.
2. Provide tree pruning and encroachment control up to 14 feet in height and 2.5 inches in caliper throughout parking lot and street annually.
3. Rake the mulch in the playground Monday-Wednesday-Friday. Provide new cypress mulch as required to maintain 8” safety fall one through. Provide a seven point chemical program for all the turf areas.

A-4 Grace Park

1. During March - October, mow all areas on a weekly basis at the proper levels, and throughout the year provide trimming and edging, debris (sticks and limbs) removal, blow hard surfaces Monday-Wednesday-Friday to remove debris, maintain embankments as needed, prune plants and tree limbs up to 14 feet in height and 2.5 inches in caliper, pick up and dispose of trash as required.
2. Provide a seven point chemical program for all turf areas, except embankments and sides of streets.

A-5 Sandy Springs Historical Site

1. During March - October, mow all areas on a weekly basis at the proper levels, and throughout the year provide trimming and edging, debris (sticks and limbs) removal, blow hard surfaces Monday-Wednesday-Friday to remove debris, maintain embankments as needed, pick up and dispose of trash Monday-Wednesday-Friday and after special events as notified. Provide Dog Station bags and empty dog trash as needed.
2. Provide tree pruning and encroachment control up to 14 feet in height and 2.5 inches in caliper throughout parking lot and street annually. Set timer and maintain the parks irrigation system. City will provide parts for repairs.

A-6 Abernathy Park (Art Center Area)

1. During March - October, mow all areas on a weekly basis at the proper levels, and throughout the year provide trimming and edging, debris (sticks and limbs) removal, blow hard surfaces Monday-Wednesday-Friday to remove debris, maintain embankments as needed, prune plants and tree limbs up to 14 feet in height and 2.5 inches in caliper, pick up and dispose of trash Monday-Wednesday-Friday.
2. Rake the mulch in the playground on Monday-Wednesday-Friday. Provide new cypress mulch as required to maintain an 8" safety fall one throughout.

A-7 Ridgeview Park

1. During March - October, mow all areas on a weekly basis at the proper levels, and throughout the year provide trimming and edging, debris (sticks and limbs) removal, blow hard surfaces Monday-Wednesday-Friday to remove debris, maintain embankments as needed, pick up and dispose of trash. Provide Dog Station bags and empty dog trash as needed.
2. Provide tree pruning and encroachment control up to 14 feet in height and 2.5 inches in caliper throughout parking lot and street annually.
3. Open the park gate before 8:00am daily (7 days a week).

A-8 Big Trees Forest Preserve

1. Pick up and dispose of trash. Trash from all trash containers will be collected Monday-Wednesday-Friday. New plastic bags will be supplied (by others) and replaced in the cans, as needed. Provide Dog Station bags and empty dog trash as needed.

A-9 Overlook Park

1. Weekly mowing for the growing season March 1st through November 30th of all turf areas at the proper levels; trimming, edging, debris (limb and stick removal). Pull all weeds and add mulch to plant beds as needed to cover seep hose and maintain a professional appearance.
2. Chemical/Fertilization- Apply fertilizer, pre and post emerge, pot ash, and lime as determined appropriate from a yearly soil analysis taken from standard soil sample. A yearly schedule shall be furnished to the city in January of each year and shall include two hundred pounds of ammonium nitrate fertilizer, applied on June 1st, July 1st, and August 1st. Make recommendations related to plant and grass care.
3. Clean the lake area of limbs, trash, and debris caught behind or under the boating dock daily.
4. Over seed the entire park area with rye grass each year September 15th.
5. Blow hard surfaces to remove debris, daily March 1 – October 31. As needed on other months. Prune plants and tree limbs up to 14 feet in height and 2.5 inches in caliber.
6. Treat the entire park for fire ants prior to the warm months (March). Treat ant mounds year round as directed.
7. Pick up trash daily March 1 – October 31, three (3) times per week November 1 – February 28. Empty trash and dog station receptacle as needed (minimum of 3 times per week); replace dog bags and trash bags in receptacles and dog stations.
8. Evaluate and recommend to City Staff repairs to eliminate drainage and erosion problems.
9. Provide pesticides treatments in and around the pavilion weekly to control insects, yellow jackets, ants, etc.
10. Evaluate and recommend corrective action for odor control if discovered.

11. Set, maintain, and control the underground watering system to accommodate and ensure the grass, trees, flowers, and shrubs thrive.
12. Any additional work, maintenance, repairs or installations are considered outside of this scope and will be evaluated on a case-by-case basis.
13. Contractor is to notify park staff 48 hours prior to chemical spraying and spreading.
14. Clean ashes from the fire pit monthly.

A-10 Morgan Falls River Park:

Dog Park Area (Large and Small parks included): Approximate acreage is 1 +/- acre(s):

1. Weekly mowing March 1st through October 31st of all turf areas at the proper levels; trimming, edging, debris (Limb and stick removal), weed control outside of normal turf zones (encroachment).
2. Mowing as needed November 1st through February 28th.
3. Pick up and dispose of trash daily March 1st through October 31st
4. During December 1st through February 28th, provide pick up and dispose of trash, weekly; prune heavy tree lines to prevent encroachment. Clear the boat ramp of rocks and gravel weekly and remove leaves year round.
5. Provide a chemical program for all gravel parking areas to prevent the growth of weeds through the gravel surface.
6. Yearly treatment for fire ants for all areas prior to warmer months and as needed during the warmer months.
7. Provide and install signs stating “No Dumping”, “No Loitering”, “Remove All Pet Waste” and “Keep all Pets on Leash” as required by law.
8. Evaluate and recommend to City Staff repairs to eliminate drainage and erosion problems.
9. Daily service of two (2) dog waste stations must be emptied from March 1st through October 31st. Dog waste stations will be serviced Monday, Wednesday and Friday, except holidays, November 1st through February 28th of each year. This includes emptying used bags, refilling the stations when empty, and supplying bags for all receptacles.
10. Fertilize both dog park areas with 13-13-13 fertilizer late March yearly.
11. Evaluate and recommend corrective action for odor control if necessary.

Additional Area Outside of Dog Park:

1. Place and service three (3) city provided standard trash receptacles. Service to include emptying trash once per day Monday, Wednesday and Fridays, not including holidays.
2. Once per year review gravel entrance, driveways and parking areas to determine if additional materials or grading services are needed.
3. Grass to be cut and maintained bi-weekly, year round in park outside the dog area fences, diagrams to be provided.
4. Water stations in the dog park are to be cleaned and filled with fresh water as needed.

A-11 Eagle Park:

1. Weekly mowing for the growing season March 1st through November 30th of all turf areas at the proper levels; trimming, edging, debris (limb and stick removal). Pull all weeds and add mulch to plant beds as needed to maintain a professional appearance.
2. Chemical/Fertilization- Apply fertilizer, pre and post emerge, pot ash, and lime as determined appropriate from a yearly soil analysis taken from standard soil sample. A yearly schedule shall be furnished to the city in January of each year. Make recommendations related to plant and grass care.
3. Blow hard surfaces to remove debris, daily March 1 – October 31. As needed on other months. Prune plants and tree limbs up to 14 feet in height and 2.5 inches in caliber.
4. Treat the entire park for fire ants prior to the warm months (March). Treat ant mounds year round as directed.
5. Pick up trash (3) times per week, year round. Empty trash receptacles as needed and replace trash bags.
6. Evaluate and recommend to City Staff repairs to eliminate drainage and erosion problems.
7. Provide hose and sprinkler for watering system and water as needed to accommodate and ensure the grass; trees, flowers, and shrubs thrive.
8. Any additional work, maintenance, repairs or installations are considered outside of this scope and will be evaluated on a case-by-case basis.