



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: May 31, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Recommendation to enter into Contract Agreement with Blount Construction for Road, Sidewalk, ROW, Drainage Repair and Maintenance Services for the City of Sandy Springs

MEETING DATE: For Submission onto the June 5, 2012, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Contract Agreement

APPROVAL BY CITY MANAGER: JFM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 6/5/2012

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: SAM

REMARKS:



TO: Mayor and City Council

FROM: John McDonough, City Manager

DATE: May 30, 2012 for submission on the Consent Agenda of the June 5, 2012 City Council Meeting

ITEM: Recommendation to enter into Contract Agreement with Blount Construction for Road, Sidewalk, ROW, Drainage Repair and Maintenance Services for the City of Sandy Springs

Background

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

Discussion

Blount Construction has provided these services for approximately four (4) 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. The not to exceed value of the contract for FY13 is \$1,204,952.36, the same amount as in FY2012.

Staff recommends awarding a contract extension to Blount Construction 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 – EMERGENCY STREET
AND ROAD SERVICES**

AMENDMENT NUMBER TWO

THIS AMENDMENT to Contract is made and entered into as of 1st of July, 2012 by and between the CITY OF SANDY SPRINGS, (hereinafter referred to as “Sandy Springs”), and Blount Construction Company Inc., a corporation of the State of GEORGIA with offices located at 1730 Sands Drive, Marietta, GA (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City of Sandy Springs and Contractor entered into that certain contract agreement dated June 8, 2011, entitled Service Agreement, (the “Contract”);

WHEREAS, said Service Agreement provided for Contractor to provide certain Street Maintenance Services (the “Services”) for the City;

WHEREAS, the original scope of services of the Contract included Street Maintenance Services for the City of Sandy Springs, GA;

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.

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.

II. Governing Law

This Second Amendment 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.

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
Two Ravinia Drive, Suite 1630
Atlanta, Georgia 30346

If to the Contractor:

Randall Popham
BLOUNT CONSTRUCTION
1730 SANDS PLACE
MARIETTA, GA 30067

With copies to:

Michael Rogers
BLOUNT CONSTRUCTION
1730 SANDS PLACE
MARIETTA, GA 30067

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

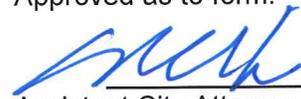
By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

Approved as to form:

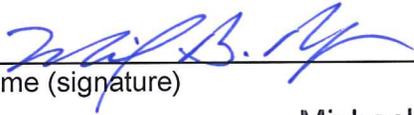
By: _____
City Clerk



Assistant City Attorney

(SEAL)

CONTRACTOR

By: 

Name (signature)

5-30-12

Date of Execution

Michael B. Rogers
(typed or printed name) Vice President

Title



Executed in quadruplicate originals of four (4).

APPENDICES

APPENDICES

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

2. CORPORATE CERTIFICATE

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: Michael B. Rogers Date: 5-30-12

Michael B. Rogers
Vice President

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 30 DAY OF May 2012 .

Blount Construction Company
Amendment Number Two

Notary Public: Jane Ellis

My Commission Expires: 12/16/14



*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: 129810
1/4/08

Date of Authorization

Blount Construction Company, Inc
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 5/30/12 in Marilla (city), Georgia (state).

Michael B. Rogers
Signature of Authorized Officer or Agent
Michael B. Rogers
Vice President

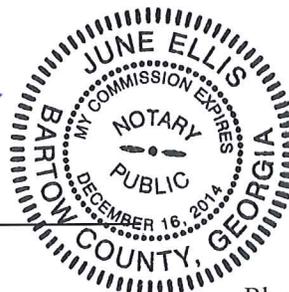
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 30 DAY OF May 2012

NOTARY PUBLIC June Ellis

My Commission Expires: 12/16/14



CORPORATE CERTIFICATE

I, John Truono, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Michael Rogers who signed said bid in behalf of the Contractor, was then (title) V.P. of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This 30 day of May, 2012

[Signature] (Seal)

