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**CITY COUNCIL AGENDA ITEM**

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**TO:** Mayor & City Council                      **DATE:** June 2, 2011

**FROM:** John McDonough, City Manager

**AGENDA ITEM:** Recommendation to execute a contract with Optech Monette for park maintenance, right of way maintenance, street cleaning and other services

**MEETING DATE:** For Submission onto the June 7, 2011, City Council Regular Meeting Agenda

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**BACKGROUND INFORMATION:** (Attach additional pages if necessary)

See attached:

Memorandum  
Contract

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**APPROVAL BY CITY MANAGER:**                     JPM                     APPROVED

\_\_\_\_\_ NOT APPROVED

**PLACED ON AGENDA FOR:**                     6/7/2011                    

**CITY ATTORNEY APPROVAL REQUIRED:** (  ) YES      (  ) NO

**CITY ATTORNEY APPROVAL:**                     SMY                    

**REMARKS:**



TO: Mayor and City Council

FROM: John McDonough, City Manager

DATE: June 2, 2011 for submission on the Agenda of the June 7, 2011 City Council Meeting

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

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## **Background**

The City of Sandy Springs has the opportunity to contract with CH2M HILL's current subcontractor Optech RWM, LLC to provide Road, Sidewalk, ROW, Drainage Repair, Park and Maintenance Services beginning July 1, 2011. The current contract with CH2M HILL allows the City of Sandy Springs to enter into a contract agreement with its subcontractors, providing the same scope of services.

## **Discussion**

Optech RWM, LLC 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 FY12 is \$2,464,118.12.

We have chosen to contract with 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.

## **Financial Impact**

The City will not be able to sustain same level of service during transition and into the next fiscal year.

## **Attachment**

1. Services Contract

*City  
Manager*



**SERVICE AGREEMENT  
Sandy Springs Work Force Elements  
(Road, Sidewalk, ROW, Drainage Repair, Park and Maintenance Services)**

This Service Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between OPTECH RWM, LLC, and the City of Sandy Springs ("Sandy Springs").

**WITNESSETH:**

**WHEREAS**, OPTECH RWM, LLC is engaged in the business of Public Works workforce and Maintenance services; and

**WHEREAS**, OPTECH RWM, LLC wishes to perform Public Works workforce and Maintenance for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the services of OPTECH RWM, LLC for Public Works workforce and Maintenance services for the City of Sandy Springs, and

**WHEREAS**, OPTECH RWM, LLC is willing and able to render said services;

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

1. **Services.**

OPTECH RWM, LLC agrees to render services (the "Services") to Sandy Springs as set forth in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference. OPTECH RWM, LLC agrees to perform the Services at the direction of the department head or, his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

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

b. **Manner of Payment.** OPTECH RWM, LLC shall, on a monthly basis, prepare and submit to the City Finance Department an invoice, indicating work performed and expenses incurred during the applicable previous time period, together with such supporting

documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and OPTECH RWM, LLC This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and OPTECH RWM, LLC It is expressly agreed that OPTECH RWM, LLC is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** OPTECH RWM, LLC shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to OPTECH RWM, LLC under this Agreement. OPTECH RWM, LLC shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term**

This Agreement shall be effective on the date of July 1, 2011 (the "Effective Date"). The term of the vendor's retention pursuant to this Agreement (the "Term") shall commence on the Effective Date for an initial Term of twelve (12) months. Upon thirty (30) day written notice to Contactor, the City may, at its option, extend the term of this Agreement for two additional one year terms.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If OPTECH RWM, LLC fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Sandy Springs or OPTECH RWM, LLC shall have made any warranty or representation in connection with this Agreement which is found to have

been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, OPTECH RWM, LLC shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, OPTECH RWM, LLC shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws.**

OPTECH RWM, LLC warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. OPTECH RWM, LLC agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Georgia Security and Immigration Compliance Act attached hereto as Exhibit "C" and Certification of Sponsor Drug Free Workplace Exhibit "D".

OPTECH RWM, LLC warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by OPTECH RWM, LLC hereunder or which in any manner affect this Agreement.

8. **Conflicts of Interest.**

OPTECH RWM, LLC warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. OPTECH RWM, LLC is not presently subject to any agreement with a competitor or with any other party that will prevent OPTECH RWM, LLC from performing in full accord with this Agreement; and

c. OPTECH RWM, LLC is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that OPTECH RWM, LLC shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information**

OPTECH RWM, LLC acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which OPTECH RWM, LLC has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). OPTECH RWM, LLC agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of OPTECH RWM, LLC under this section shall survive the termination of this Agreement.

10. **Insurance.**

OPTECH RWM, LLC agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "E".

11. **Assignment.**

OPTECH RWM, LLC shall not assign this Agreement without the prior express written consent of Sandy Springs. Any attempted assignment by OPTECH RWM, LLC without the prior express written approval of Sandy Springs shall at Sandy Springs' sole option terminate this Agreement without any notice to OPTECH RWM, LLC of such termination.

12. **Notices.**

All notices or other communications required or permitted to be given under this Agreement 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 Road, Building 500  
Sandy Springs, Georgia 30350

With copies to:

Wendell Willard, City Attorney  
Two Ravinia Drive, Suite 1630  
Atlanta, Georgia 30346

**If to the Contractor:**

OPTECH RWM, LLC.

With copies to:

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

13. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

14. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

16. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough

Title: City Manager

Approved as to form:

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

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

Attest:

**OPTECH RWM, LLC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **EXHIBIT "A"**

### **Scope of Services**

Provide public works workforce elements consisting of the following: Parks Maintenance, Right-of-Way (ROW) Maintenance, Storm Drain Maintenance (Cleaning), Beautification Improvement Services and Additional Services Connected with ROW Maintenance. OPTECH RWM, LLC shall also be responsible for all equipment, vehicles, and facilities existing within the present property boundaries being used within this Scope of Work.

Hire, train and employ a sufficient number of employees to provide efficient and timely service on behalf of the City. OPTECH RWM, LLC shall assume responsibility for the cost of employing the workforce to maintain the City's facilities.

OPTECH RWM, LLC shall offer employment to potential employees, upon their successful passing of a drug physical and background screening. Employees currently charged with operational responsibility for City vehicles must also possess a current driver's license and be of acceptable risk to OPTECH RWM, LLCs insurance provider. Upon successful passing of these requirements for hiring, employees shall be offered employment and provided a medical, dental and life insurance plan.

Develop Standard Operating Procedures (SOP's) for use by the staff.

A computerized maintenance management system shall be used to document all maintenance activities for the workforce. The City and their representatives shall have the right to inspect these records during normal business hours.

Perform task planning and scheduling for the workforce utilizing the maintenance management system and document the completion of those work tasks. Work shall include the preventive and corrective maintenance of the City's property and equipment consistent with current practice. These reports shall be made available for inspection to the City, upon request.

Assist with development and work within the guidelines of the City's Emergency Response Plan in the event of a natural disaster if applicable to that city. If there are significant overtime charges incurred as a result of disaster clean up, then OPTECH RWM, LLC and the City pledge to negotiate reasonable compensation for these unusual expenses.

Perform other services; including assistance to other entities within the City's public works departments if directed by the City and OPTECH RWM, LLCs workforce is available for other services with no hindrance to Optech\ Monette LLCs scheduling and performance requirements. Such services must be preauthorized by the City and the cost of the services will be negotiated, if needed, between the City and OPTECH RWM, LLC prior to any work being performed.

Where applicable, assist the City's engineering staff or others in review of any proposed projects impacting City property or equipment, as required. OPTECH RWM, LLC shall update the City monthly on the cost-to-date of repair and maintenance costs applied to the City's budget amount for "Maintenance and Repair".

If there is an emergency requiring OPTECH RWM, LLC to purchase a repair part and incur an expense on behalf of the City, OPTECH RWM, LLC will be responsible to document and immediately notify the City's representative of the occurrence. Any repair parts purchased on behalf of the City under an emergency condition will be reimbursed to OPTECH RWM, LLC upon presentation of a proper receipt or copy of an invoice with appropriate justification of the purchase. Reimbursement will be the direct cost.

On a "best efforts" basis during any facility rehabilitation effort, OPTECH RWM, LLC shall comply with all State and Federal Permit requirements. This clause does not relieve OPTECH RWM, LLC from any negligent acts on the part of its staff. Upon completion of any facility rehabilitation, OPTECH RWM, LLC's liability under this clause shall resume.

Perform other professional services that are incidental to the Scope of Services as directed by the City. Such services must be pre-authorized by the City and additional compensation to OPTECH RWM, LLC will be negotiated on a case by case basis.

Provide assistance with capital planning to the City, if desired, for expansions or modifications to the existing property or equipment.

On a monthly and annual basis provide sufficient reporting of both work in progress and work completed, by individual elements, on behalf of the City. The format of these reports will be developed in coordination with the City. At a minimum these reports will include a listing of work orders outstanding, the plan and schedule for completion of that work and work orders completed to date.

### **Health and Safety Requirements:**

Contractor shall:

1. Report any accident within 24 hours to the Health and Safety Director or his designee.
2. Report all property damage to the Health and Safety Director or his designee as soon as possible after the occurrence.
3. Submit a quarterly safety reports to the Health and Safety Director or his designee:
  - The number of training sessions conducted
  - Number of OSHA recordable injuries
  - Number of Loss of Time injuries

More specifically, OPTECH RWM, LLC, shall provide the following detailed services for the City.

### **Parks Maintenance:**

There are NINE (9) parks that are covered in this Scope of Work:

- Hammond Park (noted as A-1)
- North Fulton Tennis Center (noted as A-2)
- Allen Road Park (noted as A-3)

- Mt. Paran Road Park (noted as A-4)
- Sandy Springs Historical Site (noted as A-5)
- Abernathy Park (noted as A-6)
- Ridgeview Park (noted as A-7)
- Big Trees Forest Preserve (noted as A-8)
- The Great Park at Morgan Falls (noted as A-9)

### **A-I Hammond Park:**

- A-1a During the growing season, 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 to remove debris, including dug-outs and stands, 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.
- A-1b During the off-season, pick up and dispose of trash, 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.
- A-1c Provide a seven point chemical program for all turf areas, except embankments and sides of streets.
- A-1d Maintain embankments and sides of streets, even though possibly lesser quality grass, for erosion control.
- A-1e Provide a 30 cubic yard roll-off container on site in an inconspicuous location for deposit of all trash from receptacles on site. The container will be provided by a responsible vendor and emptied as needed. Trash from all 55-gallon containers will be checked daily and collected and deposited in the roll-off three days per week. New plastic bags will be supplied (by others) and lined in all trash containers, as needed.
- A-1f Maintain and repair the irrigation system, as required. OPTECH RWM, LLC, or the Subcontractor will provide parts and materials. Projects to repair the irrigation system will be forwarded to the City for approval of payment through the City repair and maintenance funds.
- A-1g Inspect playground equipment and surfaces for any safety related issues.
- A-1h Rake the mulch in the playground on a regular basis. Provide new cypress mulch as required and in approval within the repair and maintenance funds.
- A-1i Repair and maintenance of the lighting systems at the park will be by others.
- A-1j Maintain the gate at the front (Hammond Dr.) entrance of the park. Provide, install and maintain a gate on road to the soccer field. Each gate will be unlocked and opened by the maintenance staff each morning at 7:00 am and closed and locked by the City's last activities leaders in the evenings. This effort will prevent excess loitering, vandalism, and the property being used as a disposal site.

- A-1k 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-1l Evaluate and recommend repairs to eliminate drainage and erosion problems with fields at Hammond Park. OPTECH RWM, LLC will initially evaluate and forward to the City for approval and payment through repair and maintenance funds.
- A-1m Provide evaluation and recommendations to aerate and reseed the soccer fields to OPTECH RWM, LLC and the City as needed. OPTECH RWM, LLC will initially evaluate forward to the City for approval and payment through repair and maintenance funds.

### **A-2 North Fulton Tennis Center**

- A-2a During the growing season, 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 to remove debris, maintain embankments as needed, pick up and dispose of trash as required.
- A-2b 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-2c Evaluate and recommend repairs to eliminate drainage and erosion problems with grounds at the North Fulton Tennis Center. OPTECH RWM, LLC will evaluate and forward to the City for approval and payment through repair and maintenance funds.

### **A-3 Allen Road Park**

- A-3a During the growing season, 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 to remove debris, maintain embankments as needed, pick up and dispose of trash as required.
- A-3b Provide tree pruning and encroachment control up to 14 feet in height and 2.5 inches in caliper throughout parking lot and street annually.
- A-3c Inspect playground equipment and surfaces for any safety related issues.
- A-3d Rake the mulch in the playground on a regular basis. Provide new cypress mulch as required and after approval of payment through the repair and maintenance funds.

#### **A-4 Mt. Paran Road Park**

- A-4a During the growing season, 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 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.
- A-4b Provide a seven point chemical program for all turf areas, except embankments and sides of streets.

#### **A-5 Sandy Springs Historical Site**

- A-5a During the growing season, 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 to remove debris, maintain embankments as needed, pick up and dispose of trash as required.
- A-5b Provide tree pruning and encroachment control up to 14 feet in height and 2.5 inches in caliper throughout parking lot and street annually.
- A-5c Provide trash collection and disposal after normal events such as concerts held at the Sandy Springs Historical Site. Trash and debris removal and disposal after the annual "Fall Festival" will be by others.

#### **A-6 Abernathy Park**

- A-6a During the growing season, 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 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.
- A-6b Inspect playground equipment and surfaces for any safety related issues.
- A-6c Rake the mulch in the playground on a regular basis. Provide new cypress mulch as required and after approval of payment through the repair and maintenance funds.

#### **A-7 Ridgeview Park**

- A-7a During the growing season, 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 to remove debris, maintain embankments as needed, pick up and dispose of trash.
- A-7b Provide tree pruning and encroachment control up to 14 feet in height and 2.5 inches in caliper throughout parking lot and street annually.

## **A-8 Big Trees Forest Preserve**

- A-8a Pick up and dispose of trash. Trash from all trash containers will be collected three times per week. New plastic bags will be supplied (by others) and replaced in the cans, as needed.

## **A-9 The Park at Great Falls**

- A-9a Pick up and dispose of trash. Trash from all trash containers will be collected three days per week. New plastic bags will be supplied (by others) and replaced in the containers, as needed.

## **Right-of-Way (ROW) Maintenance**

(Streets and Roads denoted as B-1)

*Roswell Road (Atlanta to Chattahoochee)*

*Abernathy Road (Mt. Vernon to Johnson Ferry)*

*Johnson Fern} Road (Abernathy to Chattahoochee)*

*Sandy Springs Circle*

- B-1a Mow, edge, and trim the entire area from curb to ROW limit that is not currently being maintained by adjacent landowners at a frequency of once per month during dormant months and once per week during the growing season. Regular ROW Maintenance service shall begin April 01 and conclude October 31.
- B-1b Grassed and landscaped areas must be cleaned of debris or trash prior to edging and mowing.
- B-1c Make a reasonable effort to police and remove cigarette butts and trash at intersections.
- B-1d Maintain grass at the recommended height for the type of grass present.
- B-1e Edge all walks, drives, curb, and planting beds. The planting beds shall maintain a smooth contour.
- B-1f Trim all trees, posts, walls, and other elements in the ROW in a safe manner. Maintain a mulched safe zone around tree bases for protection where required.
- B-1g Blow sidewalks and curbs on a weekly basis associated with grass cutting and ROW maintenance activities.
- B-1h Clean up all debris, trash and litter associated with grass cutting and ROW maintenance activities, including grass clippings for proper disposal.
- B-1i Prune trees and shrubs regularly to maintain the form and healthy growth of the plant. Use standard landscaping schedules and methods to achieve proper appearance. Remove all dead or discolored foliage.

- B-1j Maintain all planting beds owned and to be maintained by the City so as to not have or allow excessive weeds to intrude. Frequency of bed maintenance shall be no less than once per month.
- B-1k Use pre and post emergence herbicides as needed to control areas along walls, guard rails, fence lines, tree wells, and building edges as long as the dead appearance is minimized.
- B-1l Provide labor to install new plants and shrubs as directed by the City. Materials for requested work to be provided and paid by the City. Scheduling of this requested effort shall not interfere with normal maintenance work.

Interchanges denoted as B-2)

*Roswell Road & 1-285 Interchange*

*Riverside Road & 1-285 Interchange*

*Northside/Powers Fern; Road & 1-285 Interchange*

- B-2a Mow, edge, and trim the entire area within the interchanges, including the ramps and drainage swales that are not currently being maintained by adjacent landowners at a frequency of once per month during dormant months and once per week during the growing season.
- B-2b Grassed and landscaped areas must be cleaned of debris or trash prior to edging and mowing.
- B-2c Make a reasonable effort to police and remove cigarette butts and trash at intersections.
- B-2d Maintain grass at the recommended height for the type of grass present.
- B-2e Edge all walks, drives, curb, and planting beds. The planting beds shall maintain a smooth contour.
- B-2f Trim all trees, posts, walls, guardrails and other elements in the areas in a safe manner. Maintain a mulched safe zone around tree bases for protection where required.
- B-2g Blow sidewalks and curbs on a weekly basis after litter and debris removal.
- B-2h Clean up all debris, trash and litter, including grass clippings for proper disposal.
- B-2i Report and assist with repair of damaged property of the City due to graffiti or vandalism.
- B-2j Prune trees and shrubs regularly to maintain the form and healthy growth of the plant. Use standard landscaping schedules and methods to achieve proper appearance. Remove all dead or discolored foliage.
- B-2k Maintain all planting beds owned and to be maintained by the City so as to not have or allow excessive weeds to intrude. Frequency of bed maintenance shall be no less than once per month.

B-21 Use pre and post emergence herbicides as needed to control areas along walls, guard rails, fence lines, tree wells, and building edges as long as the dead appearance is minimized.

*(Other streets/roads denoted by B-3)  
(See Appendix F for streets)*

B-3a Mow the required areas from curb to ROW limit that is not currently being maintained by adjacent private landowners at a frequency of four times per year during growing season months. Maintain grass at the recommended height for the type of grass present.

B-3b Grassed and landscaped areas must be cleaned of debris or trash prior to edging and mowing.

B-3c Make a reasonable effort to police and remove cigarette butts and trash at intersections.

B-3d Trim all trees, posts, walls, guardrails and other elements in the areas in a safe manner. Trim trees to maintain the form and healthy growth of the plant. Remove all dead or discolored foliage.

### **Storm Drain Maintenance**

Under the terms of this Agreement, OPTECH RWM, LLC shall have the responsibility of the following:

C-1 Provide the equipment and labor to maintain the storm drain system in Sandy Springs in accordance with agreed upon schedules and frequencies with the City.

C-2 Maintain industry standards for line washing of drainage piping and culverts, vacuuming of curb inlets, catch basins, drop inlets for the storm drain system.

C-3 Maintain adequate traffic safety control while performing storm drain system maintenance tasks.

C-4 Verify with the City all ROW and easement parameters to insure that work is not performed on private property.

C-5 Collect and properly dispose of all solids and debris washed and vacuumed from the storm drain system. Disposal costs of the waste shall be forwarded to the City for payment.

C-6 Maintain adequate reporting of areas being maintained with the City and all disposal charges in a monthly report.

C-7 Assist City or Subcontractor with development of the new Stormwater Management Plan.

Beautification Improvement Services  
*Litter Crew*  
*Focus Appearance Crew*  
*Street Sweeping*

- D-1 A litter pick up and graffiti removal crew (see D-2) will be deployed with a primary focus along the main arterial roadways. This crew will have the pickup-type truck capable of carrying and securing hand tools such as shovels, rakes, trash bags, etc.; personnel and safety equipment as required by the MUTCD for work zone traffic control as needed to safely work in the ROW areas in the City of Sandy Springs. The graffiti will be removed within two business days from receiving the work order designating the location.
- D-2 The crew will consist of two (2) technicians with the proper tools to remove graffiti from most surfaces and to pick up and properly transport road debris to a dumpster for disposal as a part of a daily (Monday - Friday 7:30 AM to 4 PM) routine and per issued work order. The graffiti will be identified by City of Sandy Springs staff, contractor staff, police department staff, and any other sources.
- D-3 The litter crew shall be available from Tuesday to Saturday of each week with exception of designated holidays. The work week shall be based on but not limited to 40 hours.
- D-4 The crew will collect the debris in the trash containers along Roswell Road at the MARTA Stops that have trash containers. The debris will be transported to a dumpster for proper disposal. The new crew will take over this responsibility.
- D-5 The litter crew will also assist with removal of un-permitted signs that are found to be in the ROW of the City of Sandy Springs. This sign collection service will occur one (1) time per week on Saturday from the hours of 8:00 AM to 12:00PM.

**Focus Appearance**

- D-6 A Focus Appearance crew will be furnished to focus grass and ROW cleaning in location that complements the actions of the ROW mowing team during the growing and cutting season. This crew will consist of two (2) workers with a lawn care truck including but not limited to the tools mowers, lowers, edger's, chain saws, etc. This crew will also assist the traffic department with clearing trees, shrubs, and undergrowth to assist in keeping traffic signs clearly visible.
- D-6a In the non - growing season, the Focus Appearance crew will be focused on ROW trimming of the areas that are encroaching onto the ROW.

## **Street Sweeping**

- D-7 The contractor will furnish Street Sweeping services with a vacuum style dual broom sweeping vehicle. Initial sweeping shall be limited to hours of low traffic volume (from Sunday PM through Friday AM) along designated major arterial roadways. This service will be performed at the rate of one complete pass through the City of Sandy Springs every month. The designated roadways will be monitored every 90 days for effective use of the sweeping service. If it deemed that other areas are requiring service, all additions will be at an agreed upon additional "per mile" cost.

The designated roadways are as follows with a total mileage of 260 miles per month.

D7 specifically:

Abernathy Rd  
Dalrymple Rd  
Dunwoody PI  
Glenridge Connector  
Glenridge Dr  
Hammond Dr  
Johnson Ferry Rd  
Lake Forrest Dr  
Mount Vernon Hwy  
Mt Vernon Hwy  
Northridge Rd  
Peachtree Dunwoody  
Pitts Rd  
Riverside Dr  
Roberts Dr  
Roswell Rd  
Sandy Springs Cir  
Spalding Dr  
Trowbridge Rd

### **Additional Services:**

- D-8 Trash Cans with the City of Sandy Springs logo will be placed at designated MARTA stops within the city limits of Sandy Springs. One-time service and materials.
- D-9 Contractor will furnish a two man crew each Saturday to remove signs placed without a permit with in the city limits of Sandy Springs.

### **Notes**

Items D-1 to D-5 (combined) to be invoiced as ~ separate line item on the invoice  
Item D-6 to be invoiced as a separate line item on the invoice  
Item D-7 to be invoiced as ~ separate line item on the invoice  
Item D-8 to be invoiced as ~ separate line item on the invoice  
Item D-9 to be invoiced as ~ separate line item on the invoice

## ADDITIONAL STREETS FOR ROW MAINTENANCE

### Outside 1-285

Riverside Dr.  
Old Riverside Dr.  
Edgewater Dr.  
Hearns Ferry Rd.  
Interstate North Pkwy  
Northside Dr.  
Mt. Vernon Highway  
Long Island Dr.  
North mill Rd.  
Bonnie Rd.  
Hammond Dr.  
Lake Forrest Dr.  
Cliftwood Dr.  
River North  
Founsworth Dr.  
Brandon Mill Rd.  
Dalrymple Rd.  
Glenridge Rd.  
Crestline Parkway

### Inside 1-285

Northside Dr.  
Davis dr.  
Indian Trail  
Mt. Vernon Highway  
Powers Ferry Rd.  
Dupree Rd.  
Jett Rd.  
Long Island Dr.  
Old Powers Ferry Rd.  
Heard Rd.  
Crest Valley Rd.  
Mt. Paran Rd.  
Pickering Lane  
East Conway Dr.  
laFayette Circle  
Tara Trail  
West Belle Isle Rd.  
Glen Errol Rd.  
Lake Forrest Dr.  
Stewart Dr.  
Maryeanna Dr.  
Elden Dr.  
Greenland Rd.  
Peacl1tree Dunwoody Rd.  
Evergreen Rd.  
Windsor Parkway  
Green Pine Dr.  
High Point Rd.  
Glenridge Dr.  
Northland Dr.  
Trimble Rd.  
Glenridge Connector  
Royervista Dr.  
Rebel Trail

### North Sandv Springs

Deerfield Parkway  
Trowbridge Rd.  
Spalding Dr.  
Peachtree Dunwoody Rd.  
Hewlett Rd.  
Ball Mill Dr.  
Brandon Hall Dr.  
Jett Ferry Rd.  
Happy Hollow Rd.  
Mt Vernon Highway  
Dunwoody Club Dr.  
Roberts Dr.  
Dunwoody Place  
Wing St.  
Hightower Trail  
Colonel Dr.  
North River Parkway  
Hope Rd.  
Northridge Rd.  
Colquitt Rd.  
Morgan Falls Rd.  
State Bridge Rd.  
Nesbitt Ferry Rd.

## **ADDITIONAL SERVICES FOR THE CITY OF SANDY SPRINGS CONNECTED WITH MAINTENANCE**

The contractor will furnish additional services at a "per instance" cost. These charges will be LUMP SUM and agreed upon between the City and the contractor prior to any work being performed. These additional services include, but are not limited to;

CCTV pipe inspection, ROW clearing in residential areas for utility service upgrade, etc. All additional services shall be invoiced as a separate line item on the invoice.

### **After Hours and Emergency Support Services**

The City will have funds available for after hours and emergency support services and/or any materials needed for emergency purposes, per the amounts shown in the Compensation Schedule (Attachment C). The City will direct the service provider when this money should be used, regardless of the amount.

The service provider may need to assist the City, with any mission critical or after-hours support. These support services shall include, a two (2) person crew and assistance with traffic control, storm debris pickup, salting / sanding of roads or bridges, general labor related issues, etc. This service may also include the labor for after-hours or emergency physical plant maintenance. This maintenance should include, but not be limited to, electrical, plumbing, and septic tank needs. After hours support services and call outs will be itemized on an individual basis and a minimum billing of \$150.00 for staff and vehicle. Service provider should always provide at least two on-call personal at all times, as well as an updated call list for use in emergency.

### **DEFINITIONS**

1. The "Department" means all equipment, vehicles, grounds and facilities described in Appendix A and where appropriate, the management, operations and maintenance of such.
2. "Capital Expenditures" means any expenditure for the purchase of new equipment; or facility items or utility system repairs, which significantly extend facility life and or expenditures that, are planned, non-routine or budgeted by the City.
3. "Labor and benefits" cost is defined as salaries, group insurance, dental insurance, workmen's compensation, retirement and social security for employees.
4. "Administrative" cost is defined as audit and accounting fees, insurance, interest expense, depreciation, state fees, recycling fees, curbside fees, landfill fees, ad valorem tax, purchase of natural gas and electric current for resale to the public, fund transfers and PCB testing.
5. "Direct Costs" is defined as supplies cost for gas, oil, lubrication, advertising, non-specific engineering cost, postage, computers and software, training, telephone service, travel expenses of employees and uniform expense.

6. "Maintenance" means the cost of routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or OPTECH RWM, LLC as required to maximize the service life of equipment, vehicles and treatment facilities.

7. "Repairs" means the cost of those activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicles or facilities or a component thereof.

8. "Emergency" is defined as any situation or in which OPTECH RWM, LLC staff must respond quickly to protect the health and well being of the Public. Its intent is clearly in an effort to protect the interests of the people in the event of a natural disaster, hurricane, tornado or other unusual occurrence.

**Performance:**

All work performed shall be in accordance with Georgia Department of Transportation Standard Specifications Construction of Transportation Systems. The contractor will adhere to all current State and Federal construction safety regulations, including OSHA regulations. The Contractor will conform to MUTCD and the State of Georgia Department of Transportation standards for traffic control. The contractor shall submit a proposed Traffic Control Plan. for approval, to the City of Sandy Springs Technical Representative before starting any work. All construction signs and devices will be in like new condition and meet the latest GDOT requirements. All flaggers must be GDOT Certified. Traffic control will include flagging and covering areas along the site area that may present safety issues with pedestrians. The Contractor must maintain a safe work zone for their employees, pedestrians, and vehicular transportation. All contractor vehicles used onsite shall have each respective City logo on each side of the vehicle-it is the responsibility of the contractor to acquire such logos from City Hall within one week of the date of award. As inspected and approved by the City's Technical representative. Water use on project, contractor shall secure a water meter from Fulton County. All water used on the project must be from a metered source.

## EXHIBIT "B"

### COST OF SERVICES

The agreement value by a **Not-To-Exceed amount of \$2,464,118.12** is to cover anticipated services from July 1, 2011 to June 30, 2012.

<b><u>Line Description:</u></b>	<b><u>Est. Qty</u></b>	<b><u>Rate</u></b>	<b><u>Total</u></b>
Public Works, ROW Storm 27 Drainage Maintenance	12 Months	\$111,919.50	\$1,343,034.00
Parks Maintenance and Janitorial	12 months	\$48,789.67	\$585,476.04
Parks Allowance	1 NTE year	\$37,000.00	\$37,000.00
Litter and Graffiti Removal	12 Months	\$10,200.00	\$122,400.00
Focus Appearance, Grass Cutting	12 Months	\$10,069.42	\$120,833.04
Litter and Street Sweeping	12 Months	\$14,009.67	\$168,116.04
Additional Services (crew)	12 Months	\$3,938.25	\$47,259.00
Materials Allowance	1 NTE year	\$40,000.00	\$40,000.00

***TOTAL NOT TO EXCEED***     **\$2,464,118.12**

Note: If needed and as approved by The City of Sandy Springs Technical Representative, Additional ROW Services, specifically trash cans with the City of Sandy Springs logo, shall be placed by SUBCONTRACTOR at a price of \$40.00 each

**City may acquire other additional services from the vendor as set forth above provided, however no charges shall be authorized without written authorization from the city prior to such cost being incurred.**

**Invoices shall be sent to:**     **City of Sandy Springs Payables  
7840 Roswell Road Suite 500  
Sandy Springs, Georgia 30350  
770.206.1440**

**EXHIBIT C**

**CERTIFICATION OF CONTRACTOR**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- \_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- \_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- \_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**

**CERTIFICATION OF SPONSOR**

**DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT E

### INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Sandy Springs, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with

liability of the City of Sandy Springs and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building-500, Sandy Springs, Georgia 30350.

***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 \_\_\_\_\_,  
20\_\_\_\_\_

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

\*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:

\_\_\_\_\_