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## CITY COUNCIL AGENDA ITEM

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**TO:** Mayor & City Council                      **DATE:** June 11, 2014

**FROM:** John McDonough, City Manager

**AGENDA ITEM:** Recommendation to Enter into Contract Agreement with Republic ITS (Siemens) for Traffic Signal/Sign Maintenance Services for the City of Sandy Springs

**MEETING DATE:** For Submission onto the June 17, 2014, City Council Regular Meeting Agenda

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

See attached:

Memorandum  
Services Contract Amendment

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APPROVAL BY CITY MANAGER:           JPM           APPROVED

PLACED ON AGENDA FOR:           6/17/2014          

CITY ATTORNEY APPROVAL REQUIRED: (  ) YES      (  ) NO

CITY ATTORNEY APPROVAL:           LMM          

REMARKS:



TO: Mayor and City Council

FROM: John McDonough, City Manager

DATE: June 10, 2014 for submission on the Consent Agenda of the June 17, 2014 City Council Meeting

ITEM: Recommendation to enter into Contract Agreement with Republic ITS (Siemens) for Traffic Signal/Sign Maintenance Services for the City of Sandy Springs

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## **Background**

Since July 1, 2011, the City of Sandy Springs has held a direct contract with Republic ITS (AKA Siemens) for Traffic Signal/Sign Maintenance Services.

## **Discussion**

Republic ITS (Siemens) 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, upon City approval. The not to exceed value of the contract for FY14 is \$566,500, an increase of \$66,500 for labor cost.

Staff recommends awarding a contract extension to Republic ITS (Siemens) to sustain the current level of services and serve the residents of Sandy Springs. Since July 1, 2013 Siemens has completed over 490 work orders which ranged from replacing bulbs, traffic delay, signals in flash, signal head maintenance, overhead sign maintenance, emergency responses and after hour calls.

## **Alternatives**

Council could choose not to award a contract.

## **Attachment**

- I. Services Contract Amendment



## AMENDMENT NUMBER FOUR

### CONTRACT AGREEMENT

This Amendment (“Amendment”) is made and entered into this 1st of July, in the year 2014, by and between the City of Sandy Springs, Georgia, having its principle place of business at 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350 (“City”), and Siemens Industry, Inc., 1000 Deerfield Parkway, Buffalo Grove, IL 60089 (“Contractor”);

WHEREAS, the City and the Contractor entered into that certain Contract Agreement, dated June 6, 2011 (“Contract Agreement”) and to provide Traffic Signal and Street Light Maintenance Services to the City;

WHEREAS, the parties have agreed that additional services will be provided as set forth in this Amendment;

NOW THEREFORE, in good and valuable consideration as set forth herein, the parties agree as follows:

The Parties agree that the Terms of the Contract Agreement shall be modified to include the following:

#### **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 with three (3) one (1) year renewal options.

#### **II. Cost of Services**

The Parties mutually agree that the contract shall be modified to include the total cost of services at \$566,500.00.

At the City’s option, Contractor will add GPS units to all vehicles at a cost of \$390 per unit with a GPS monthly service fee of \$39.54 per unit.

The current Services of Contractor shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

#### **III. Survival of Contract Agreement Terms**

All other terms, provisions, and requirements as set forth in the Contract Agreement 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 Agreement. Further, the terms, provisions, and requirements of the Contract Agreement 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. 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 Agreement 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.

**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  
7840 Roswell Rd., Suite 330  
Sandy Springs, GA 30350

**If to the Contractor:**

Siemens Industry, Inc.  
1000 Deerfield Parkway  
Buffalo Grove, IL 60089

With copies to:

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

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

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

ATTEST:

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

(SEAL)

Approved as to Form:

By: \_\_\_\_\_  
Assistant City Attorney

**CONTRACTOR**

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

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

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Secretary for Corporation

(SEAL)

\_\_\_\_\_  
Witness

Executed in 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 \_\_\_\_\_, 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: \_\_\_\_\_

**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 \_\_\_\_\_, \_\_\_\_, 201\_\_ 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 \_\_\_\_\_, 201\_\_.

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

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