



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 Republic ITS (Siemens) for Traffic Signal/Sign 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: [Signature]

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 Republic ITS (Siemens) for Traffic Signal/Sign Maintenance Services for the City of Sandy Springs

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 three (3) 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 \$500,000, representing a savings over the FY2012 amount of \$564,650.

Staff recommends awarding a contract extension to Republic ITS (Siemens) 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*



AMENDMENT NUMBER ONE

CONTRACT AGREEMENT

This Amendment ("Amendment") is made and entered into this 7th day of May, in the year 2012, 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 Republic Intelligent Transportation Services, Inc., 371 Bel Marin Keys Blvd #200, Novato, CA 94949 ("Contractor");

WHEREAS, the City and the Contractor entered into that certain Contract Agreement, dated June 6, 2011 ("Contract Agreement") and to provide Traffic Signal 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. Exhibit "B" Cost of Services:

Cost of services to include:

Two (2) work crews staffed with two (2) people per crew. The first work crew will be dedicated to the City of Sandy Springs eight (8) hours per day, five (5) days per week. The second work crew will be dedicated to Sandy Springs eight (8) hours per day, four (4) days per week.

The compensation to Contractor shall be modified to an annual amount of \$500,000, to include the following:

Labor:	\$438,750
Materials:	\$ 50,000
Emergency:	\$ 11,250

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.

II. 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.

III. Governing Law

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

IV. 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.

V. Notices

All notices or other communications required or permitted to be given under this First 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:

Republic Intelligent Transportation Services, Inc.
371 Bel Marin Keys Blvd #200
Novato, CA 94949

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)

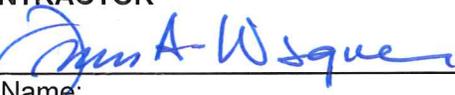
Approved as to Form:

By: 
Assistant City Attorney

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.

CONTRACTOR

Date of Execution

By: 
Name:

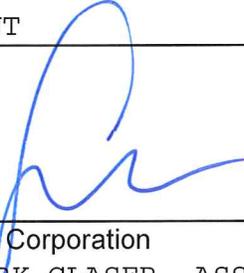
JAMES A. WAGNER

(typed or printed name)

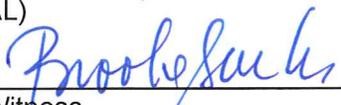
PRESIDENT

Title

ATTEST:

By: 
Secretary for Corporation
DIRK GLASER, ASST. SECRETARY

(SEAL)



Witness BROOKE SACHS

Executed in 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)

**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) XX 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: JAMES A. WAGNER, PRESIDENT

*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: _____
BROOKE SACHS

*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

REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC.

Name of Contractor

SANDY SPRINGS TRAFFIC SIGNAL MAINTENANCE

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

JAMES A. WAGNER, PRESIDENT

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC BROOKE SACHS

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 100129-REPUBLIC-11/12 RE11M SACHS 1185 NOC60	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC. DBA REPUBLIC ITS 371 BEL MARIN KEYS BLVD, #200 NOVATO, CA 94949-5699	INSURER A: HDI-Gerling America Insurance Company NAIC # 41343	
	INSURER B: Liberty Mutual Fire Ins Co 23035	
	INSURER C: Liberty Insurance Corporation 42404	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-006134445-08 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLD11101-03	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ INCL. \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-631-004334-211	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-63D-004334-011 (AOS) WC7-631-004334-021 (OR, WI)	10/01/2011 10/01/2011	10/01/2012 10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: SANDY SPRINGS TRAFFIC SIGNAL/SIGN MAINTENANCE SERVICES
THE CITY OF SANDY SPRINGS, GEORGIA, AND ITS SUBCONTRACTORS AND AFFILIATED COMPANIES, THEIR OFFICERS, DIRECTORS, EMPLOYEES ARE HEREBY ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT. SUCH INSURANCE AS IS AFFORDED BY THE ADDITIONAL INSURED ENDORSEMENT SHALL APPLY AS PRIMARY INSURANCE & OTHER INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER SHALL BE EXCESS ONLY & NOT CONTRIBUTING WITH INSURANCE PROVIDED UNDER THIS POLICY. IF THESE POLICIES ARE CANCELLED FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE INSURER WILL DELIVER NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER UP TO 60 DAYS PRIOR TO THE CANCELLATION OR AS REQUIRED BY WRITTEN CONTRACT, WHICHEVER IS LESS.

CERTIFICATE HOLDER CANCELLATION

THE CITY OF SANDY SPRINGS ATTN: JOHN MCDONOUGH 7840 ROSWELL ROAD, BUILDING-500 SANDY SPRINGS, GA 30350	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT

It is agreed that this insurance maintained pursuant to the written contract agreements shall be primary to, and not contribute with any insurance or self-insurance maintained by the above, but only with respect to work performed by or on behalf of the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.