



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**MEMO NO. TE13-008**

**1. Agenda Item Number:**

**24**

**2. Council Meeting Date:**

August 16, 2012

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** July 19, 2012

**THROUGH: CITY MANAGER**

**4. Requesting Department:**  
Transportation & Development

**5. SUBJECT:** Extension of Agreement No. TE2-550-2975 for Traffic Signal Poles & Misc. Hardware to Valmont Industries Inc., Southwest Fabrication LLC, Leotek Electronics USA Corp, Cem-Tec and Phoenix Highway Products Inc. for a total not to exceed \$200,000 with options to renew for up to two (2) additional one-year periods.

**6. RECOMMENDATION:** Recommend extending Agreement No. TE2-550-2975 for Traffic Signal Poles & Misc. Hardware to Valmont Industries Inc., Southwest Fabrication LLC, Leotek Electronics USA Corp, Cem-Tec and Phoenix Highway Products Inc. for a total not to exceed \$200,000 with options to renew for up to two (2) additional one-year periods.

**7. BACKGROUND/DISCUSSION:** Traffic Engineering requires traffic signal poles, support equipment and street lighting poles for replacements, new installations and upgrades to existing intersections. In addition, Traffic Engineering supplies the traffic signal poles and mast arms on various intersection improvement projects on both Capital Improvement Projects and development projects. The purchase of this equipment through this agreement will reduce the cost of construction and accelerate the completion of the improvements. The use of this agreement will be on an as needed basis throughout the year.

**8. EVALUATION PROCESS:** Council approved an agreement for the purchase of Traffic Signal Poles & Misc. Hardware on September 8, 2011. This contract was issued as a cooperative contract with the City of Avondale, City of Peoria, City of Apache Junction, Town of Gilbert, Town of Queen Creek, and Maricopa County Department of Transportation. Since that time, the cities of Scottsdale and Maricopa, as well as the towns of Marana and Buckeye are also using our contract. Renewal of this contract does not lock the City into purchases or specific dollar amounts with any one vendor.

The term of this agreement will be September 1, 2012 through August 31, 2013 with options to renew for up to two (2) additional one-year periods.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$200,000.00  
Savings: \$0  
Long Term Costs: N/A

**Funding Source:**

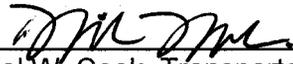
<u>Acct No.:</u> 411.3310.6516.0.6ST322	<u>Fund:</u> GO BONDS	<u>Program Name:</u> NEW TRAFFIC SIGNALS	<u>CIP Funded:</u> Yes	<u>Funds:</u> \$200,000.00
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**10. PROPOSED MOTION:** Move to approve extension of Agreement No. TE2-550-2975 for Traffic Signal Poles & Misc. Hardware to Valmont Industries Inc., Southwest Fabrication LLC, Leotek Electronics USA Corp, Cem-Tec and Phoenix Highway Products Inc. for a total not to exceed \$200,000 with options to renew for up to two (2) additional one-year periods.

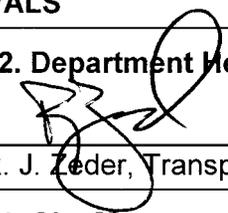
**ATTACHMENTS: Amendments (5)**

APPROVALS

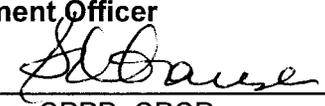
11. Requesting Department

*for*   
Daniel W. Cook, Transportation Manager

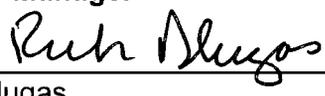
12. Department Head

  
R. J. Zeder, Transportation & Development Director

13. Procurement Officer

  
Sharon Brause, CPPB, CPCP

14. City Manager

  
Rich Dlugas

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & VALMONT INDUSTRIES INC.  
AGREEMENT No. TE2-550-2975**

This Amendment #1 to that certain Agreement between the City of Chandler and **VALMONT INDUSTRIES INC.** to provide Traffic Signal Poles & Misc. Hardware at the request of the City of Chandler Traffic Division dated September 9, 2011 between the City of Chandler (CITY) **VALMONT INDUSTRIES INC.** (CONTRACTOR) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, September 1, 2012 through August 31, 2013.
2. The Agreement, including all companion Agreements, is a total amount not to exceed **Two Hundred Thousand Dollars (\$200,000)** which sum shall include all costs or expenses incurred by CONTRACTOR. Pricing to remain the same as set forth on Exhibit B to the original Agreement.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

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

CONTRACTOR:

By: Matt Burke  
Title: REGIONAL MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *pkw*

ATTEST: (If corporation)

Lisa Dunne  
Secretary

ATTEST:

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

WITNESS: (If individual or Partnership)

\_\_\_\_\_

SEAL

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & SOUTHWEST FABRICATION LLC  
AGREEMENT No. TE2-550-2975**

This Amendment #1 to that certain Agreement between the City of Chandler and **SOUTHWEST FABRICATION LLC** to provide Traffic Signal Poles & Misc. Hardware at the request of the City of Chandler Traffic Division dated September 9, 2011 between the City of Chandler (CITY) and **SOUTHWEST FABRICATION LLC** (CONTRACTOR) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, September 1, 2012 through August 31, 2013.
2. The Agreement, including all companion Agreements, is a total amount not to exceed **Two Hundred Thousand Dollars (\$200,000)** which sum shall include all costs or expenses incurred by CONTRACTOR. Pricing to remain the same as set forth on Exhibit B to the original Agreement.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

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

CONTRACTOR:

By: Kyle J. Mohr  
Title: CONTROLLER

APPROVED AS TO FORM:

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



ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

ATTEST:

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

WITNESS (If individual or Partnership)



SEAL

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & LEOTEK ELECTRONICS USA CORP.  
AGREEMENT No. TE2-550-2975**

This Amendment #1 to that certain Agreement between the City of Chandler and **LEOTEK ELECTRONICS USA CORP.** to provide Traffic Signal Poles & Misc. Hardware at the request of the City of Chandler Traffic Division dated September 9, 2011 between the City of Chandler (CITY) and **LEOTEK ELECTRONICS USA CORP.** (CONTRACTOR) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, September 1, 2012 through August 31, 2013.
2. The Agreement, including all companion Agreements, is a total amount not to exceed **Two Hundred Thousand Dollars (\$200,000)** which sum shall include all costs or expenses incurred by CONTRACTOR. Pricing to remain the same as set forth on Exhibit B to the original Agreement; however, Exhibit B attached reflects new part numbers.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

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

CONTRACTOR:

By: Meg Meyer  
Title: Internal Marketing Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney [Signature]

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

ATTEST:

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

WITNESS: (If individual or Partnership)

\_\_\_\_\_

**EXHIBIT B - PRICING**

**GROUP 5 – Indications:**

<b>ITEM No.</b>	<b>EST. QTY</b>	<b>U.O.M.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
72	10	EA	Count Down; Manufacturer : Leotek TSL-PED-16-CIL-P1	\$130.00
73	20	EA	LED; Manufacturer: Leotek TSL-PED-16-DIL	\$77.00
78	100	EA	Red – LED; 12"; Manufacturer: Leotek TSL-12R-LX-IL6-A1-P2	\$30.00
79	10	EA	Red – LED; 8"; Manufacturer: Leotek TSL-08R-LX-IL6-A1-P2	\$26.58
80	100	EA	Green – LED; 12"; Manufacturer: Leotek TSL-12G-LX-IL6-A1-P2	\$35.20
81	10	EA	Green – LED; 8"; Manufacturer: Leotek TSL-08G-LX-IL6-A1-P2	\$26.60
82	200	EA	Yellow – LED; 12"; Manufacturer: Leotek TSL-12Y-LX-IL6-A1-P2	\$36.30
83	10	EA	Yellow – LED; 8"; Manufacturer: Leotek TSL-08Y-LX-IL6-A1-P2	\$28.10
84	10	EA	Red – A; Manufacturer: Leotek TSL-12RA-IL6-A1	\$30.00
85	10	EA	Green – A; Manufacturer: Leotek TSL-12GA- IL6-A1	\$35.00
86	10	EA	Yellow – A; Manufacturer: Leotek TSL-12YA- IL6-A1	\$30.00

**CONTRACTOR states that all items will be delivered within 45 calendar days**

**Group 5 – 10 % discount off like items**

**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & CEM-TEC  
AGREEMENT NO. TE2-550-2975**

This Amendment #1 to that certain Agreement between the City of Chandler and **CEM-TEC** to provide Traffic Signal Poles & Misc. Hardware at the request of the City of Chandler Traffic Division dated December 16, 2011 between the City of Chandler (CITY) and **CEM-TEC** (CONTRACTOR) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, September 1, 2012 through August 31, 2013.
2. The Agreement, including all companion Agreements, is a total amount not to exceed **Two Hundred Thousand Dollars (\$200,000)** which sum shall include all costs or expenses incurred by CONTRACTOR. Pricing to remain the same as set forth on Exhibit B to the original Agreement.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

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

CONTRACTOR:

By: Jack Albert  
Title: General Mgr.

APPROVED AS TO FORM:

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

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

ATTEST: (If corporation)

Rachel V Moran  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

SEAL



**AMENDMENT NUMBER ONE  
TO AGREEMENT BETWEEN  
CITY OF CHANDLER & PHOENIX HIGHWAY PRODUCTS INC.  
AGREEMENT No. TE2-550-2975**

This Amendment #1 to that certain Agreement between the City of Chandler and **PHOENIX HIGHWAY PRODUCTS INC.** to provide Traffic Signal Poles & Misc. Hardware at the request of the City of Chandler Traffic Division dated September 9, 2011 between the City of Chandler (CITY) **PHOENIX HIGHWAY PRODUCTS INC.** (CONTRACTOR) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

WHEREAS, the parties have agreed to extend the Contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, September 1, 2012 through August 31, 2013.
2. The Agreement, including all companion Agreements, is a total amount not to exceed **Two Hundred Thousand Dollars (\$200,000)** which sum shall include all costs or expenses incurred by CONTRACTOR. Pricing to remain the same through **May 31, 2013** as set forth on Exhibit B to the original Agreement.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF CHANDLER:

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

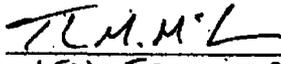
APPROVED AS TO FORM:

City Attorney 

ATTEST:

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

CONTRACTOR:

By:   
Title: LEAD ESTIMATOR  
**THOMAS M. MCGOVERN**

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

SEAL