



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA09-256**

1. Agenda Item Number:
28
2. Council Meeting Date:
June 25, 2009

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: June 3, 2009
4. Requesting Department: Public Works

5. SUBJECT: Award a project agreement to Nesbitt Contracting Co. Inc. for construction of Price Road / Orbital Drive Traffic Signals, Project No. ST0902-401, in an amount not to exceed \$287,397.43.

6. RECOMMENDATION: Recommend council award a project agreement to Nesbitt Contracting Co. Inc. for construction of Price Road / Orbital Drive Traffic Signals, Project No. ST0902-401, in an amount not to exceed \$287,397.43.

7. BACKGROUND/DISCUSSION: This project agreement provides for traffic signal installation at the intersections of Price Road at the Orbital Science Driveway and Price Road at the Orbital Science pedestrian crossing. This project will also include modifications to existing signing and striping; curb and ramp work; electrical conduit installation; and installation of a decorative pavement pedestrian crossing.

Construction of this project is scheduled to begin in July 2009, with a construction duration of approximately 60 days.

8. EVALUATION: On February 12, 2009, Council approved a second one-year extension to Nesbitt Contracting Co. Inc., JOC07-11, for construction services related to roads, streets, transportation arterials, sidewalks, utilities located in transportation rights-of-way, and transportation related infrastructure improvements, with the option of two remaining one-year extensions. Staff has reviewed the scope of work, billing rates, and total fee for this project, compared them to historical costs, and has determined that they are acceptable.

9. FINANCIAL IMPLICATIONS:

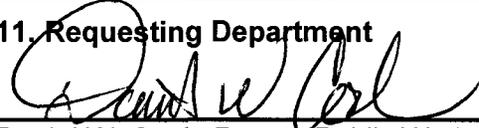
Cost:	\$287,397.43
Savings:	N/A
Long Term Costs:	N/A
Fund Source:	

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
415.3310.0.6516.9ST322	Impact Fee	New Traffic Signals	FY08/09	\$287,397.43

10. PROPOSED MOTION: Move that Council award a project agreement to Nesbitt Contracting Co. Inc. for construction of Price Road / Orbital Drive Traffic Signals, Project No. ST0902-401, in an amount not to exceed \$287,397.43, and authorize the Mayor to sign the contract documents.

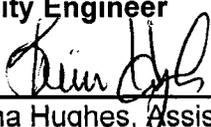
ATTACHMENTS: Location Map, Project Agreement

APPROVALS

11. Requesting Department

Daniel W. Cook, Deputy Public Works Director

13. Department Head

R.J. Zeder, Public Works Director

12. City Engineer

Sheina Hughes, Assistant Public Works Director/City Engineer

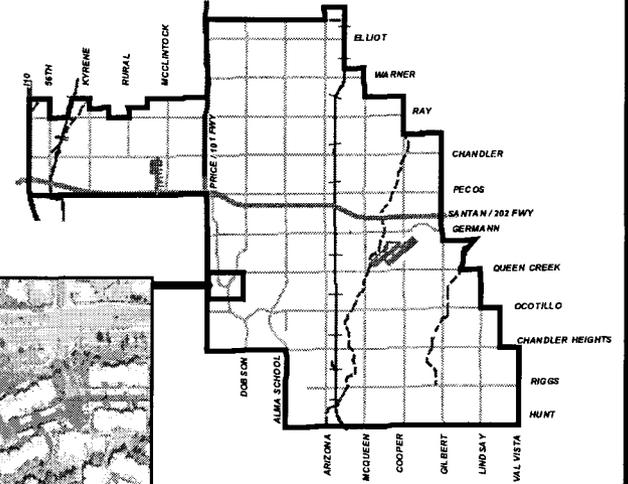
14. City Manager

W. Mark Pentz



Chandler - Arizona

PRICE RD / ORBITAL DRIVE TRAFFIC SIGNALS PROJECT NO. ST0902-401



MEMO NO. CA09-256



NTS
CHANGIS

**PROJECT AGREEMENT
PURSUANT TO JOB ORDER CONTRACT NO. JOC 07-11**

AGREEMENT NO: ST0902-401

PROJECT NAME (or LOCATION): Price Road/Orbital Drive Traffic Signal

DEPT.: Public Works

This AGREEMENT is made this _____ day of _____ 2009, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and Nesbitt Contracting Co., Inc., a Corporation of the State of Arizona, (hereinafter referred to as "JOC") and is a Job Order entered into pursuant to JOB ORDER CONTRACT NO. JOC 07-11.

CITY and JOC, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This Job Order Project is Price Road/Orbital Drive Traffic Signal, Project Number ST0902-401. The scope of work consists of constructing traffic signals at the intersection of Price Road and Orbital Science Driveway, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The JOC shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

ARTICLE 2. CONTRACT PRICE

CITY shall pay JOC for completion of the Work in accordance with the Contract Documents a fee not to exceed Two Hundred Eighty Seven Thousand Three Hundred Ninety Seven Dollars and Forty Three Cents (\$287,397.43) determined and payable as set forth in Contract JOC 07-11 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

The Contract Time is sixty days and JOC agrees to complete all Construction within sixty (60) days from the effective date of the Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement is entered into pursuant to JOB ORDER CONTRACT NO. JOC 07-11 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

ARTICLE 5. ARIZONA PROCUREMENT LAW

Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

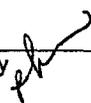
This Agreement will be effective upon execution by the both parties.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2009.
CITY OF CHANDLER

MAYOR DATE:

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

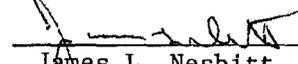
APPROVED AS TO FORM:

City Attorney 

By: _____
ATTEST:

City Clerk

FOR THE JOC:

By: 
Title: James L. Nesbitt, President

ADDRESS FOR NOTICE
Mr. Steve Rulo
Nesbitt Contracting Co., Inc.
100 S. Price Rd.
Tempe, AZ 85281

Phone: 602-339-0861
Fax: 894-5280

**EXHIBIT A
SCOPE OF WORK**

JOC shall provide all equipment, labor, material, supervision and incidentals as required for construction of traffic signals at the intersection of Price Road and Orbital Science Driveway, in accordance with the approved plans and technical specifications dated May 15, 2009.

JOC shall provide all equipment, labor, material, supervision and incidentals as required for construction of a decorative pavement pedestrian crossing with traffic signals, located approximately half way between the Orbital Science Driveway and Dobson Road, in accordance with the approved plans and technical specifications dated May 15, 2009.

Equipment indicated on schedule of values as "FB-COC" are furnished by the City of Chandler. Item #55 Illuminated Street Name Sign is Contractor furnished & installed.

**EXHIBIT B
FEE SCHEDULE**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CONSTRUCTION SURVEY & LAYOUT	1.00	LS	1,850.00	1,850.00
2	TRAFFIC CONTROL	1.00	LS	16,826.00	16,826.00
3	MOBILIZATION	1.00	LS	54,242.00	54,242.00
4	CONTRACTOR AS-BUILTS	1.00	LS	500.00	500.00
5	CONSTRUCT 6 FT CONCRETE SIDEWALK	342.00	SF	2.59	885.78
6	(DECORATIVE PAVEMENT CROSSWALK STAMPED ASPHALT)	1.00	LS	15,537.00	15,537.00
7	CONSTRUCT SIDEWALK RAMP 231 A	2.00	EA	2,396.00	4,792.00
8	CONSTRUCT SIDEWALK RAMP 232 B	2.00	EA	2,784.00	5,568.00
9	CONSTRUCT SIDEWALK RAMP 233 C	2.00	EA	3,281.00	6,562.00
10	MEDIAN ISLAND MODIFICATIONS	1.00	LS	4,828.00	4,828.00
11	CONSTRUCT CONCRETE APRON	340.00	SF	7.88	2,679.20
12	REMOVE EXISTING CURB & GUTTER	146.00	LF	12.21	1,782.66
13	REMOVE CONCRETE SIDEWALK	660.00	SF	2.91	1,920.60
14	REMOVE CONCRETE APRON	340.00	SF	4.15	1,411.00
15	REMOVE & SALVAGE EXIST SIGNS & POST	3.00	EA	43.00	129.00
16	4" (equiv) WHITE THERMO PLASTIC STRIPE (60 MIL)	2,856.00	LF	0.58	1,656.48
17	4" (equiv) YELLOW THERMO PLASTIC STRIPE (60 MIL)	66.00	LF	0.58	38.28
18	OBLITERATE EXISTING STRIPING	341.00	LF	2.94	1,002.54
19	REGULATORY SIGN TYP VIII SHEETING	36.25	SF	20.00	725.00
20	2" SQ SIGN POST & FOUNDATION DET C-613	5.00	EA	165.00	825.00
21	REDESTRIAN PUSH BUTTON POLE (FB COC)	2.00	EA	180.00	360.00
22	TYPE Q POLE (FB COC)	2.00	EA	535.00	1,070.00
23	SIGNAL POLE TYP R (FB COC)	4.00	EA	625.00	2,500.00
24	POLE FOUNDATION PED PUSH BUTTON	2.00	EA	405.00	810.00

POLE					
25	POLE FOUNDATION TYPE Q	2.00	EA	2,545.00	5,090.00
26	POLE FOUNDATION TYPE R	4.00	EA	2,545.00	10,180.00
27	MAST ARM 20 ft TAPERED (FB COC)	6.00	EA	175.00	1,050.00
28	MAST ARM 35ft TAPERED (FB COC)	2.00	EA	340.00	680.00
29	MAST ARM 45 ft TAPERED (FB COC)	2.00	EA	510.00	1,020.00
30	MAST ARM 55 ft TAPERED (FB COC)	2.00	EA	835.00	1,670.00
31	ELECTRICAL CONDUIT 2" PVC	110.00	LF	10.00	1,100.00
32	ELECT CONDUIT 2-1/2" PVC	20.00	LF	21.25	425.00
33	ELECTRICAL CONDUIT 2 ea-3" PVC	590.00	LF	6.00	3,540.00
34	ELECTRICAL CONDUIT 2ea 3" PVC DIRECTIONAL BORE		LF		
35	ELECTRICAL CONDUIT 4" PVC	70.00	LF	11.10	777.00
36	ELECTRICAL CONDUIT 4" PVC DIRECTIONAL BORE	460.00	LF	38.85	17,871.00
37	PULL BOX #7 WITH EXTENTION	8.00	EA	780.00	6,240.00
38	PULL BOX FIBER SPLICE BOX	1.00	EA	3,340.00	3,340.00
39	CONDUCTORS (SIGNAL, FIBER, & ALL SPLICING)	1.00	LS	15,880.00	15,880.00
40	FIBER OPTIC CABLE (6 FIBER SINGLE MODE BRANCE)	100.00	LF	25.90	2,590.00
41	FIBER OPTIC SLICE CLOSURE	1.00	EA	2,765.00	2,765.00
42	TRAFFIC SIG FACE TYPE F LED (FB COC)	24.00	EA	120.00	2,880.00
43	PEDESTRIAN SIGNAL (MAN/HAND LED) (FB COC)	10.00	EA	360.00	3,600.00
44	PEDESTRIAN PUSH BUTTON ADA (FB COC)	8.00	EA	70.00	560.00
45	3' x 6' TRAFFIC LOOP DETECTORS TS 7-5	4.00	EA	490.00	1,960.00
46	6' X 6' LOOP DETECTOR COC DET TS 7-5		EA		
47	TRAFF SIGNAL MOUNT ASSEMBTY TYPE II (FB COC)	16.00	EA	40.00	640.00
48	TRAFF SIGNAL MOUNT ASSEMBLY TYPE	6.00	EA	90.00	540.00

	V (FB COC)				
49	TRAFF SIGNAL MOUNT ASSEMBLY TYPE VII (FB COC)	6.00	EA	100.00	600.00
50	T. S. CONTROLLER & CABINET TYPE IV (FB COC)	1.00	EA	4,365.00	4,365.00
51	EMERGENCY VEH PREEMPTION SYSTEM (FB COC)	4.00	EA	400.00	1,600.00
52	VIDEO DETECTION SYS (FB COC)	4.00	EA	930.00	3,720.00
53	250 WATT LUMINAIRE HORIZ MOUNT (FB COC)	4.00	EA	360.00	1,440.00
54	LOAD CENTER CABINET (FB COC)	1.00	EA	875.00	875.00
55	INTERNAL ILLUMINATED ST NAME SIGN (FB COC)	4.00	EA	3,005.00	12,020.00
	SUBTOTAL PROJECT COST				\$237,518.54
73	CONTRACT MARK-UP AT 21% FOR BONDS, TAX & PROFIT	1.00	%	49,878.89	49,878.89
	GRAND TOTAL				\$287,397.43

EXHIBIT C

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

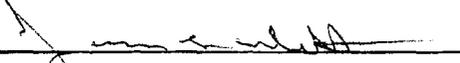
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number: ST0902-401		
Project Name: Price Road/Orbital Drive Traffic Signal		
Street Name and Number:		
City: Chandler	State: AZ	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: James L. Nesbitt

Title: President

Date (month/day/year): 6/11/09