



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. CA10-013**

**1. Agenda Item Number:**  
**25**  
**2. Council Meeting Date:**  
July 30, 2009

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** July 13, 2009

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Award a project agreement to J. Banicki Construction for construction of Pecos Road/Norman Way Traffic Signal, Project No. ST0913-401, in an amount not to exceed \$131,249.

**6. RECOMMENDATION:** Recommend Council award a project agreement to J. Banicki Construction for construction of Pecos Road/Norman Way Traffic Signal, Project No. ST0913-401, in an amount not to exceed \$131,249.

**7. BACKGROUND/DISCUSSION:** This project agreement provides for traffic signal installation at the intersection of Pecos Road and Norman Way on the south side of the Chandler/Gilbert Community College (CGCC) campus. This project will also include modifications to existing signing and striping and a new sidewalk ramp. The City of Chandler will be providing signal poles, mast heads, and other long lead time components from existing inventory in order to accelerate the installation schedule. The estimated value of this City-supplied equipment is \$60,000. Construction of this project is scheduled to begin in August 2009, with a construction duration of approximately 20 days.

**8. EVALUATION:** On February 12, 2009, Council approved a second one-year extension to J. Banicki Construction, JOC07-03, 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: \$131,249  
Savings: \$75,000 (CGCC contribution)  
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>
415.3310.0.6516.4ST322	Impact Fee	New Traffic Signals	FY03/04	\$ 870
411.3310.0.6516.6ST322	GO Bonds	New Traffic Signals	FY05/06	\$ 302
415.3310.0.6516.6ST322	Impact Fee	New Traffic Signals	FY 05/06	\$ 163
411.3310.0.6516.7ST322	GO Bonds	New Traffic Signals	FY06/07	\$ 816
415.3310.0.6516.8ST322	Impact Fee	New Traffic Signals	FY07/08	\$54,098
217.3310.0.6516.9ST322	Grant in Aid	New Traffic Signals	FY08/09	\$75,000

**10. PROPOSED MOTION:** Move that Council Award a project agreement to J. Banicki Construction for construction of Pecos Road/Norman Way Traffic Signal, Project No. ST0913-401, in an amount not to exceed \$131,249, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location Map, Project Agreement

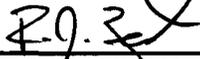
APPROVALS

11. Requesting Department



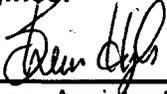
Daniel W. Cook, Deputy Public Works Director

13. Department Head



R.J. Zeder, Public Works Director

12. City Engineer



Sheina Hughes, Assistant Public Works  
Director/City Engineer

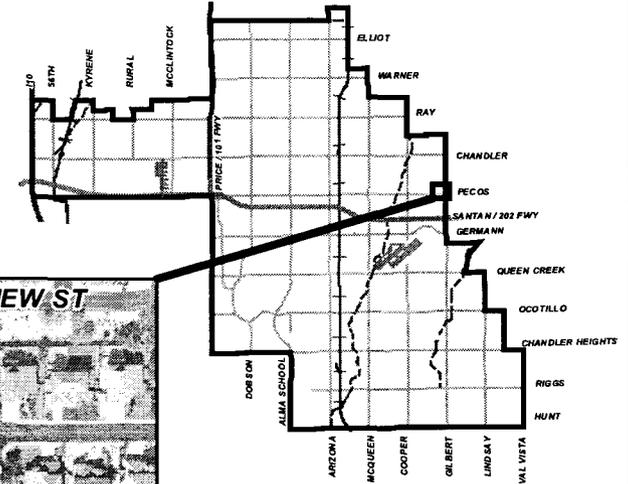
14. City Manager



W. Mark Pentz



# PECOS ROAD AND NORMAN WAY TRAFFIC SIGNAL PROJECT NO. ST0913-401



**MEMO NO. CA10-013**

■ PROJECT SITE



**PROJECT AGREEMENT  
PURSUANT TO JOB ORDER CONTRACT NO. JOC 07-03**

**AGREEMENT NO: ST0913-401**  
**PROJECT NAME (or LOCATION): Pecos Road/Norman 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 J. Banicki Construction, 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 07-03.

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 Pecos Road/Norman Traffic Signal, Project Number ST0913-401. The scope of work consists of installing a traffic signal at Pecos Road/Norman Way intersection, 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 One Hundred Thirty One Thousand Two Hundred Forty Nine Dollars (\$131,249) determined and payable as set forth in Contract JOC 07-03 and Exhibit B attached hereto and made a part hereof by reference.

**ARTICLE 3. CONTRACT TIME & SCHEDULE**

The Contract Time is Twenty days and JOC agrees to complete all Construction within Twenty (20) 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 07-03 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.

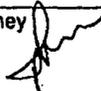
This Agreement will be effective upon execution by the both parties.

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:

By: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
City Attorney 

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

FOR THE JOC:

By:   
Title: Jerry Banicki, President

ADDRESS FOR NOTICE  
Mr. Jerry Banicki  
J. Banicki Construction  
1009 W. Broadway Rd., Ste. C  
Tempe, AZ 85281-1224

Phone: 921-8016  
Fax: 921-9456

**EXHIBIT A  
SCOPE OF WORK**

JOC shall install a full traffic signal at the intersection of Pecos Road and Norman Way in Chandler per the Wright Engineering plans provided. JOC shall provide all labor for installation. CITY will provide signal poles, mast arms, signal heads, controller cabinet, power pedestal, and pedestrian indications. JOC shall provide all other equipment and materials necessary to complete the signal installation.

**EXHIBIT B  
FEE SCHEDULE**

10	Off-Duty Officer	120	HR	\$89.00	\$10,680.00
20	Traffic Control	1	LS	\$12,500.00	\$12,500.00
30	Concrete Removal and Misc. Work	1	LS	\$6,600.00	\$6,600.00
40	Sidewalk Ramp Type A Det. 231	1	EA	\$2,500.00	\$2,500.00
50	ADA Pads	1	LS	\$800.00	\$800.00
60	Traffic Signal	1	LS	\$65,000.00	\$65,000.00
70	Striping 12" and 18"	1	LS	\$4,400.00	\$4,400.00
80	Construction Staking	1	LS	\$2,400.00	\$2,400.00
90	Quality Control	1	LS	\$1,500.00	\$1,500.00
	Concrete Repair	1	LS	\$1,000.00	\$1,000.00
	Landscape Repair	1	LS	\$1,000.00	\$1,000.00
				<b>Subtotal</b>	<b>\$108,380.00</b>
				<b>Coefficient</b>	<b>1.211</b>
				<b>Total</b>	<b>\$131,249.00</b>

**Assumptions:**

**Based on Wright Engineering Corp. plans TS-1 to TS-3.**

**Illuminated Street Signs have 4-5 week lead time.**

**Design and Engineering not included.**

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: ST0913-401 Pecos Road/Norman Traffic Signal		
Project Name:		
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: Jerry Banicki  
Title: President  
Date (month/day/year): 7/16/09