

Repl pgs # 16

NOV 20 2008

**AMENDMENT NUMBER THREE,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
ARTISTIC LAND MANAGEMENT INC.
BID NO. ST6-988-2225**

This Amendment #3 to that certain Agreement Between the City Of Chandler and Artistic Land Management, Inc. for Landscape Maintenance Site 1 dated November 17, 2005 between the City of Chandler (CITY) and Artistic Land Management, Inc. is entered into the ____ day of _____, 2008.

WHEREAS, the parties have agreed to extend the Contract for one more one year term;

NOW THEREFORE, the parties agree as follows:

1. The agreement is hereby amended as follows: The agreement is extended for the first one-year option for the period of December 1, 2008 – November 30, 2009.
2. 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 A) 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. §35-397, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

3. In accordance with A.R.S. §35-397, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
4. For and in consideration of the performance of the work herein as set forth in the contract documents, which are part hereof and in accordance with the direction of the City of Chandler, the City of Chandler agrees to pay the Contractor per the pricing schedule listed on attached Exhibit A in an amount not to exceed a total contract amount of \$225,000.00.



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EXHIBIT A

**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 and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Contract Number/PO Number/Division: <u>ST7-988-2225</u>		
Name (as listed in the contract): <u>Artistic Land Management Inc</u>		
Street Name and Number: <u>P.O. Box 2320</u>		
City: <u>Chandler</u>	State: <u>AZ</u>	Zip Code: <u>85244</u>

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 on the attached Employee Verification Worksheet 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:

Jose Hernandez

Printed Name: Jose Hernandez

Title: owner

Date (month/day/year): 11-4-08

**EXHIBIT B
PRICING**

T = TURF
G = GRANITE
U = UNIMPROVED
A = ACRE

AREA 1

<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.</u>	<u>Annual Price Per Location</u>
100	G	<u>Western Canal</u> (Basins - Price Road to R/R tracks East to AZ Ave – 17.00 A)	\$ <u>2,966.25</u>	x 12 = <u>\$35,595.00</u>
101	G	<u>Elliot Road</u> (Basins –West of Coronado to Summit Pl., North side - 27 A)	\$ <u>4,711.35</u>	x 12= <u>\$56,536.20</u>
102	G	<u>Elliot Road</u> (ROW - Dobson East to Dakota St., South side only- 1.8A)	\$ <u>313.95</u>	x 12= <u>\$3,767.40</u>
103	G	<u>Dobson Road/Warner to</u> North City limits (ROW-North of Warner to Mesquite-both sides Basins-South of Warner, Cheyenne to Shawnee-East side ROW-North of Elliot, North of Silvergate to Western Canal-both sides 5.1 A)	\$ <u>890.40</u>	x 12= <u>\$10,684.80</u>
104	G	<u>Warner Road</u> (ROW & Basins - North side from Bullmoose to Comanche Ave. – 1.64 A)	\$ <u>286.65</u>	x 12= <u>\$3,439.80</u>
105	G	<u>Alma School</u> (ROW – Both sides, North & South of Summit, Median on Alma School– 2.1 A)	\$ <u>366.45</u>	x 12= <u>\$4,397.70</u>
107	T	<u>Jordan School</u> (Basin - on Carriage Lane and Silvergate, North of Elliot - 2.75 A)	\$ <u>479.85</u>	x 12= <u>\$5,758.20</u>
108	T	<u>Elliot Road</u> (Basin - North side of Elliot Road, Summit to San Marcos Pl. - 3.3 A)	\$ <u>575.40</u>	x 12= <u>\$6,904.80</u>

<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.</u>	<u>Annual Price Per Location</u>
109	T	<u>Alma School Road</u> (Basins - East side - Just North & South of Palomino - 4.32 A)	\$ 753.90	x 12= \$9,046.80
110	G	<u>Alma School Rd./Highland Basin</u> (South of Fire Station #2 - 1.02 A)	\$178.50	x 12= \$2,142.00
111	G	<u>Knox/Hartford</u> (ROW -North side on Knox, East of Nebraska, West to Hartford - 0.29 A)	\$ 50.40	x 12= \$604.80
112	G	<u>Alma School/Knox to Ray</u> (Medians - Knox to Park, North of Ray - 0.1 A)	\$17.85	x 12= \$214.20
113	G	<u>Warner/Pennington</u> (ROW - South side of Warner, West from Pennington - 0.07 A)	\$12.60	x 12= \$151.20
114	G	<u>Warner Road</u> (ROW - West of Lemon tree to Coronado-Southside and area around the tennis court - 2.00 A)	\$348.60	x 12= \$4,183.20
115	G	<u>Warner/McQueen</u> (ROW on Warner-Ithica to McQueen, South side only McQueen-West side, Warner South to Knox Knox-North side, McQueen to Hamilton - 4.00 A)	\$698.25	x 12= \$8,379.00
116	G	<u>Improvement District 51</u> (Medians -McQueen-two medians-North of Warner, medians South to Ray (2.5A); Warner medians from McQueen West to AZ Ave. (2.0A); Ray medians from Cooper West to AZ Ave. (2.5A) Cooper Rd. North from Ray to Kent (2.0A)	\$1,570.80	x 12= \$18,849.60
117	G	<u>Ray Road</u> (Medians - Alma School to Arrowhead, Dobson to Price - 2.5 A)	\$435.75	x 12= \$5,229.00
118	G	<u>Warner Rd.-South side</u> (ROW-Arrowhead to just East of Comanche-0.2A)	\$34.65	x 12= \$415.80
119	T	<u>Dobson & Highland</u> (Basin - SE corner and granite around basin area- 1.93 A)	\$337.05	x 12= \$4,044.60
120	T	<u>Warner/Hartford Cedar Ridge Basins</u> (South side two Basins on Warner East and West of Illinois One-West side Hartford between Ranch and Highland Two-basins West side Hartford North and South of Iowa- 4.89 A)	\$853.65	x 12= \$10,243.80

<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.</u>	<u>Annual Price Per Location</u>
121	T	<u>Warner Rd.- South side</u> (Basins on Warner between Pennington & Arrowhead Dr. - 7.20 A)	<u>\$1,196.60</u>	x 12= <u>\$14,359.20</u>
122	G	<u>Warner Road</u> (ROW - South side – Sunset to Evergreen Evergreen to Jay - .50 A)	<u>\$87.15</u>	x 12= <u>\$1,045.80</u>
123	G	<u>Alma School Road</u> (ROW - Westside - Stottler Dr. to Calle Del Norte - O. 20 A)	<u>\$34.65</u>	x 12 = <u>\$415.80</u>
124	G	<u>Alma School Rd.-West side</u> (ROW-Cheyenne to just North of Barrows, South of Barrows to Mesquite-.2A)	<u>\$34.65</u>	x 12 = <u>\$415.80</u>
125	G	<u>Alma School Rd. – East side</u> (Basins-North of Cheyenne to South of Mesquite-3 A)	<u>\$523.95</u>	x 12 = <u>\$ 6,287.40</u>
126	G	<u>Price Rd. and Curry Rd.</u> (Basins-North and South of Curry-.2A)	<u>\$34.65</u>	x 12 = <u>\$415.80</u>
127	G	<u>Knox and Sunset-North side</u> (Basin-.2A)	<u>\$34.65</u>	x 12 = <u>\$415.80</u>
128	G	<u>Ray Rd and Iowa St.</u> (Median.05A)	<u>\$8.40</u>	x 12 = <u>\$100.80</u>

Hourly Rate for Special Work \$ 19.42 / hr

**AMENDMENT NUMBER TWO,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER AND ARTISTIC LAND MANAGEMENT INC
for Landscape Maintenance – Sites 2 & 3
Bid No. ST7-988-2362**

This Amendment #2 to that certain Agreement Between the City Of Chandler (CITY) and Artistic Land Management, Inc. (CONTRACTOR) for Landscape Maintenance – Sites 2 & 3 dated November 20, 2006 and the City is entered into the ___ day of _____, 2008.

WHEREAS, the parties have agreed to extend the Contract for one more one year term;

NOW THEREFORE, the parties agree as follows:

1. The agreement is hereby amended as follows: The agreement is extended for the first one-year option for the period of December 1, 2008 – November 30, 2009.
2. 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 A) 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. §35-397, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

3. For and in consideration of the performance of the work herein as set forth in the contract documents, which are part hereof and in accordance with the direction of the City of Chandler, the City of Chandler agrees to pay the Contractor per the pricing schedule listed on attached Exhibit B in an amount not to exceed a total contract amount of \$440,000.

4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2008.

CITY OF CHANDLER:

By: _____
MAYOR

CONTRACTOR:

By: Joe Hernandez
Title: President

APPROVED AS TO FORM:

City Attorney [Signature]

ATTEST: (If corporation)

ATTEST:

City Clerk

Secretary

SEAL



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EXHIBIT A

**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 and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Contract Number/PO Number/Division: <u>ST7 988 2362</u>		
Name (as listed in the contract): <u>Artistic Land Management Inc</u>		
Street Name and Number: <u>P.O. Box 2300</u>		
City: <u>Chandler</u>	State: <u>AZ</u>	Zip Code: <u>85244</u>

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 on the attached Employee Verification Worksheet 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:

Jose Hernandez
 Printed Name: Jose Hernandez
 Title: President

Date (month/day/year): 11-4-08

EXHIBIT B
PRICING

AREA 2

<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month</u>		<u>Annual Price</u>
			<u>Per Location</u>	<u>Irrigation Maint.</u>	<u>Per Location</u>
200	G	Tyson Manor	\$ 72.21	12	\$ 866.52
201	G	Chandler Blvd. East of Cooper	\$ 232.95	12	\$ 2,795.40
202	G	Pecos Rd./West of Cooper	\$ 46.58	12	\$ 558.96
203	G	Price Road Medians	\$ 582.38	12	\$ 6,988.56
204	G	Alma School Rd. Median	\$ 2,795.43	12	\$ 33,545.16
205	G	Dobson Road Median Chandler Blvd - Pecos	\$ 1,444.30	12	\$ 17,331.60
206	G	Chandler Blvd. N. side Median	\$ 46.58	12	\$ 558.96
207	G	Nebraska & Fairview	\$ 559.08	12	\$ 6,708.96
208	G	Dobson ROW S of Warner	\$ 277.21	12	\$ 3,326.52
209	G	McQueen Rd. S of Ray	\$ 535.79	12	\$ 6,429.48
210	T	Chandler ROW McQueen to Cooper	\$ 349.42	12	\$ 4,193.04
211	G	Chandler Blvd. Price to Sunset	\$ 290.63	12	\$ 3,487.56
212	G	Chandler Heights Alma School to AZ Ave	\$ 442.61	12	\$ 5,311.32
213	G	Queen Creek Alma School to w City Limits	\$ 1,397.72	12	\$ 16,772.64
214	G	Alma school Ocotillo to Chandler Heights	\$ 698.85	12	\$ 8,386.20
215	G	McQueen Chandler Blvd to Pecos.	\$ 815.33	12	\$ 9,783.96
216	G	Germann E. of AZ Ave to Airport	\$ 1,467.60	12	\$ 17,611.20
217	G	Dobson Rd. N of Ocotillo	\$ 628.96	12	\$ 7,547.52
218	G	AZ Ave. S of Willis to Chandler Hgts. 3.59A	\$ 836.29	12	\$ 10,035.48
219	G	Fann Basin E of AZ Ave to Germann	\$ 232.95	12	\$ 2,795.40
220	G	Pecos Rd. E of Dobson to McQueen Rd.	\$ 768.74	12	\$ 9,224.88
221	G	Arizona Ave. Frye to Pecos	\$ 1,164.76	12	\$ 13,977.12
222	G	Cooper Rd. med. S. of Ray to med. S. of Chandler Blvd	\$ 349.42	12	\$ 4,193.04
223	G	Cooper Rd./S of Riggs to Hunt HWY	\$ 640.61	12	\$ 7,687.32
224	G	Alma School/Flint	\$ 39.60	12	\$ 475.20
225	G	Pecos Rd., Cottonwood and Gilbert	\$ 23.29	12	\$ 279.48
226	G	Ocotillo McQueen to Cooper	\$ 302.84	12	\$ 3,634.08
227	G	McQueen Riggs to Buena Vista	\$ 116.47	12	\$ 1,397.64
228	G	Chandler Heights E & W of Hamilton	\$ 69.88	12	\$ 838.56
229	G	Gilbert Rd./Germann to Ryan	\$ 186.35	12	\$ 2,236.20
230	G	Riggs Rd./Gilbert	\$ 1,071.58	12	\$ 12,858.96
231	G	Cooper/Queen Creek to Ocotillo	\$ 232.95	12	\$ 2,795.40
232	G	Cooper Rd./North of Frye	\$ 116.47	12	\$ 1,397.64
233	G	Riggs Rd./Lindsay to Val Vista	\$ 582.38	12	\$ 6,988.56
234	G	Willis Rd./West of AZ Ave.	\$ 46.58	12	\$ 558.96
235	G	Chandler Blvd./E & W of Apache	\$ 2.32	12	\$ 27.84
236	G	Queen Rd./East of Cooper	\$ 116.47	12	\$ 1,397.64
237	G	AZ Ave/Frye North-East & West	\$ 46.58	12	\$ 558.96
238	G	Germann - Dobson W to Price	\$ 116.47	12	\$ 1,397.64
239	G	Ray - Arrowhead to Central	\$ 698.85	12	\$ 8,386.20
240	G	Ocotillo AZ Ave to Basha	\$ 93.18	12	\$ 1,118.16
241	G	Lindsay North of Riggs	\$ 46.58	12	\$ 558.96

242	G	Gilbert Rd. med. N. of Chandler Heights	\$	46.58	12	\$	558.96
243	G	Chandler Heights Rd. West of Gilbert	\$	46.58	12	\$	558.96
244	G	McQueen Rd - med. S. of Ocotillo	\$	23.29	12	\$	279.48
245	G	Gilbert Rd. med. S of Riggs	\$	23.29	12	\$	279.48
246	G	56th Street, Row - S Slope by 202 Overpass	\$	69.88	12	\$	838.56
Total Area 2							\$ 249,538.32

AREA 3

300	G	Twelve Oaks	\$	69.88	12	\$	838.56
301	G	Chandler Blvd. Galaxy	\$	99.51	12	\$	1,194.12
302	G	Ray Rd. ROW	\$	116.47	12	\$	1,397.64
303	G	Kyrene Road	\$	286.53	12	\$	3,438.36
304	G	Rural Road	\$	286.53	12	\$	3,438.36
305	G	McClintock Dr.	\$	356.42	12	\$	4,277.04
306	G	56th Street	\$	312.15	12	\$	3,745.80
307	G	Ray Road	\$	698.85	12	\$	8,386.20
308	G	Crestview bike path	\$	256.24	12	\$	3,074.88
309	G	Twelve Oaks	\$	465.91	12	\$	5,590.92
310	G	Kyrene Road	\$	232.95	12	\$	2,795.40
311	G	McClintock	\$	493.86	12	\$	5,926.32
312	G	Rural Road	\$	13.97	12	\$	167.64
313	G	Kyrene Road	\$	1,090.22	12	\$	13,082.64
314	G	Ray Road	\$	116.47	12	\$	1,397.64
315	G	McClintock	\$	58.23	12	\$	698.76
316	G	Kyrene Road	\$	396.02	12	\$	4,752.24
317	G	Crestview IV & V	\$	1,339.47	12	\$	16,073.64
318	T	Chandler/Galaxy Glenview	\$	1,055.27	12	\$	12,663.24
319	T	Chandler/McClintock/C.C. Way	\$	1,663.28	12	\$	19,959.36
320	T	Twelve Oaks	\$	3,238.04	12	\$	38,856.48
321	T	Kyrene Rd.	\$	232.95	12	\$	2,795.40
322	T	McClintock - East side	\$	232.95	12	\$	2,795.40
323	G	Twelve Oaks - Bike Path	\$	13.97	12	\$	167.64
324	G	Chandler Blvd.	\$	524.14	12	\$	6,289.68
325	G	Crafco Basin	\$	232.95	12	\$	2,795.40
326	G	Ray Rd. & I-10 Entrance Way	\$	465.91	12	\$	5,590.92
327	G	Metro Blvd.	\$	4.65	12	\$	55.80
328	T	McClintock/Chandler Blvd	\$	46.58	12	\$	558.96
329	G	McClintock/Chandler Blvd	\$	93.18	12	\$	1,118.16
330	G	Geronimo	\$	232.95	12	\$	2,795.40
Total Area 3							\$ 176,718.00

Hourly Rate for Special Work	\$	19.57
Unit Cost per Granite Acre	\$	250.00
Unit Cost per Turf Acre	\$	280.00



**PURCHASING ITEM
FOR
COUNCIL AGENDA
ST09-009**

1. Agenda Item Number:

16

2. Council Meeting Date:
November 20, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: November 4, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Extend Agreement No. ST7-988-2225 for Landscape Maintenance Service - Area 1 in an amount not to exceed \$225,000 with Artistic Land Management for one year, and extend Agreement No. ST7-988-2362 for Landscape Maintenance Service - Areas 2 & 3 in an amount not to exceed \$440,000 with Artistic Land Management for one-year.

6. RECOMMENDATION: Recommend extending Agreement No. ST7-988-2225 for Landscape Maintenance Service - Area 1 in an amount not to exceed \$225,000 with Artistic Land Management for one year, and extending Agreement No. ST7-988-2362 for Landscape Maintenance Service - Areas 2 & 3 in an amount not to exceed \$440,000 with Artistic Land Management for one-year.

7. BACKGROUND/DISCUSSION: The landscaped areas to be maintained under this agreement are the arterial street right-of-ways, medians and retention basins. The agreements include weekly trash pickup, weed control, irrigation repair, mowing and pruning/trimming as required. This contract also includes pre and post emergent herbicide chemical application for weed control, palm & tree pruning and fertilization of turf, trees and shrubs.

This contract has been amended to include the Contractor Immigration Warranty outlining the requirement of A.R.S 41-4401 which attests that 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 and subcontractors.

8. EVALUATION PROCESS: In November 2005 the City awarded a contract to Artistic Land Management for landscape maintenance in Area 1 for one year with 4 one-year extensions; this will be the third of the four extensions. In November 2006 the City awarded a contract to Artistic Land Management for landscape maintenance in Areas 2 and 3 of one year with 4 one-year extensions; this will be the second of the four extensions. Staff is recommending extension of both agreements for an additional year. Artistic Land Management has provided excellent service to the City during the current agreement term and has agreed to the one-year extensions with a 5% increase for fuel, administration costs, vehicle insurance, materials and general liability. The terms of the agreements will be from December 1, 2008 – November 30, 2009.

9. FINANCIAL IMPLICATIONS:

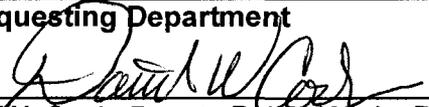
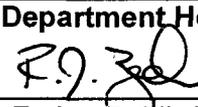
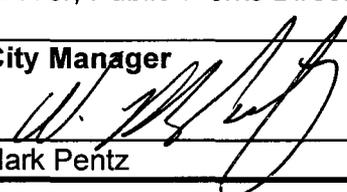
Cost:	\$665,000			
Savings:	N/A			
Long Term Cost:	N/A			
<u>Acct. No.</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Fund:</u>	<u>Funds:</u>
101.3300.0000.5219	General Fund	Other Professional/ Contract Services	N/A	\$665,000*

*Contingent upon approval of the 09/10 budget

10. PROPOSED MOTION: Move to extend Agreement No. ST7-988-2225 for Landscape Maintenance Service - Area 1 in an amount not to exceed \$225,000 with Artistic Land Management for one year, and extend Agreement No. ST7-988-2362 for Landscape Maintenance Service - Areas 2 & 3 in an amount not to exceed \$440,000 with Artistic Land Management for one-year.

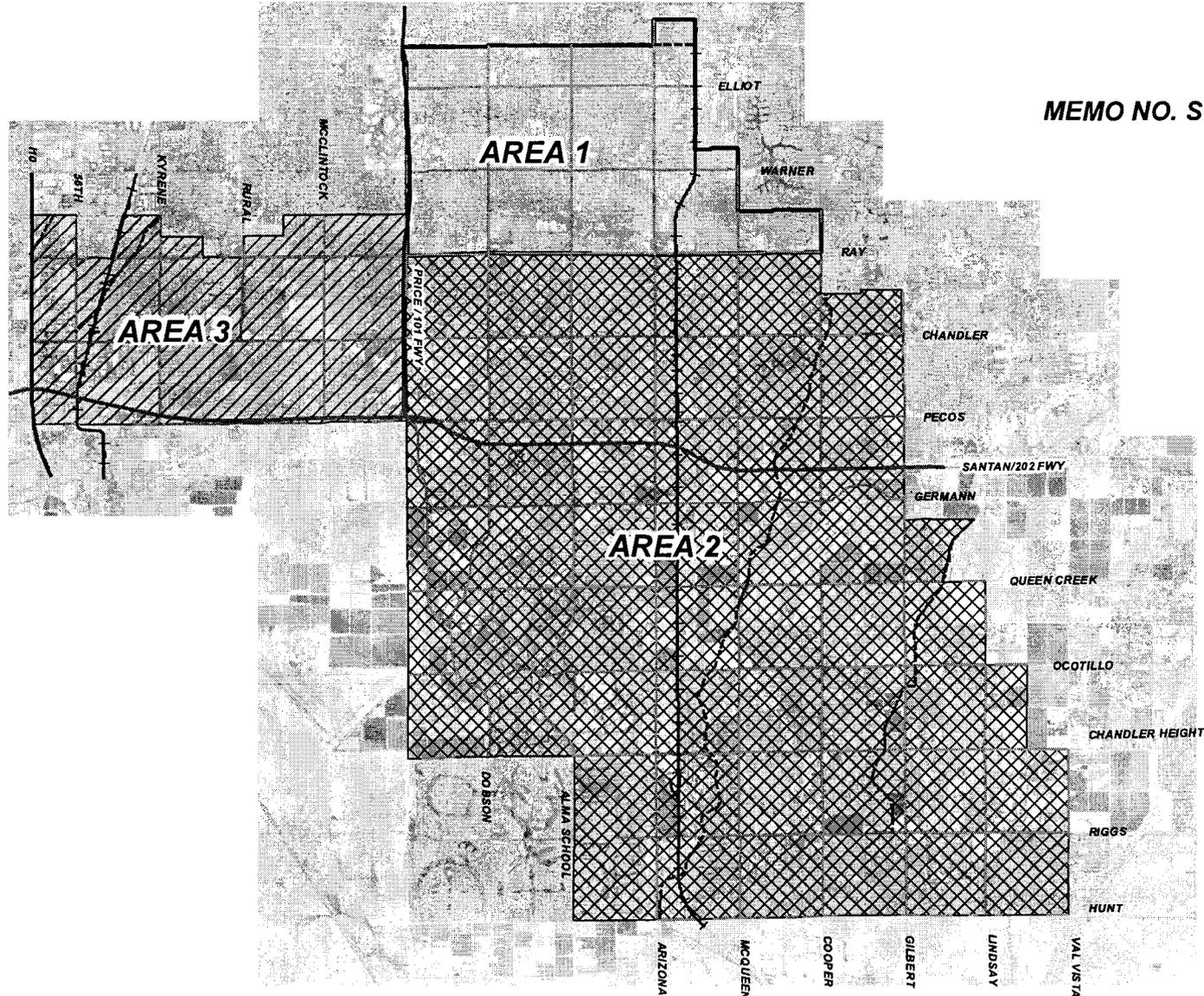
ATTACHMENT: Location Map; Amendments

APPROVALS

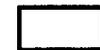
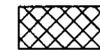
11. Requesting Department  Daniel W. Cook, Deputy Public Works Director	12. Department Head  R.J. Zeder, Public Works Director
13. Procurement Officer  Sharon Brause, CPPB	14. City Manager  W. Mark Pentz



LANDSCAPE AREAS DEFINED



MEMO NO. ST09-009

-  AREA 1
-  AREA 2
-  AREA 3

**AMENDMENT NUMBER THREE,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
ARTISTIC LAND MANAGEMENT INC.
BID NO. ST7-988-2225**

This Amendment #3 to that certain Agreement Between the City Of Chandler and Artistic Land Management, Inc. for Landscape Maintenance Site 1 dated November 17, 2005 between the City of Chandler (CITY) and Artistic Land Management, Inc. is entered into the _____ day of _____, 2008.

WHEREAS, the parties have agreed to extend the Contract for one more one year term;

NOW THEREFORE, the parties agree as follows:

1. The agreement is hereby amended as follows: The agreement is extended for the first one-year option for the period of December 1, 2008 – November 30, 2009.
2. 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 A) 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. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

3. In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.
4. For and in consideration of the performance of the work herein as set forth in the contract documents, which are part hereof and in accordance with the direction of the City of Chandler, the City of Chandler agrees to pay the Contractor per the pricing schedule listed on attached Exhibit B in an amount not to exceed a total contract amount of \$225,750.00.

5. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2008.

CITY OF CHANDLER:

By: _____
Mayor

CONSULTANT:

By: Jon Bernardy
Title: President (owner)

APPROVED AS TO FORM:

City Attorney [Signature]

TTEST: (If corporation)

ATTEST:

Secretary _____

City Clerk _____



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EXHIBIT A

**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 and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Contract Number/PO Number/Division: <u>ST7-988-2225</u>	
Name (as listed in the contract): <u>Artistic Land Management Inc</u>	
Street Name and Number: <u>P.O. Box 2320</u>	
City: <u>Chandler</u>	State: <u>AZ</u> Zip Code: <u>85244</u>

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 on the attached Employee Verification Worksheet 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:

Jose Hernandez

Printed Name: Jose Hernandez

Title: owner

Date (month/day/year): 11-4-08

**EXHIBIT B
PRICING**

T = TURF
G = GRANITE
U = UNIMPROVED
A = ACRE

AREA 1

<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.</u>	<u>Annual Price Per Location</u>
100	G	<u>Western Canal</u> (Basins - Price Road to R/R tracks East to AZ Ave – 17.00 A)	<u>\$ 2,966.25</u>	x 12 = <u>\$35,595.00</u>
101	G	<u>Elliot Road</u> (Basins –West of Coronado to Summit Pl., North side - 27 A)	<u>\$ 4,711.35</u>	x 12= <u>\$56,536.20</u>
102	G	<u>Elliot Road</u> (ROW - Dobson East to Dakota St., South side only- 1.8A)	<u>\$ 313.95</u>	x 12= <u>\$3,767.40</u>
103	G	<u>Dobson Road/Warner to North City limits</u> (ROW-North of Warner to Mesquite-both sides Basins-South of Warner, Cheyenne to Shawnee-East side ROW-North of Elliot, North of Silvergate to Western Canal-both sides 5.1 A)	<u>\$ 890.40</u>	x 12= <u>\$10,684.80</u>
104	G	<u>Warner Road</u> (ROW & Basins - North side from Bullmoose to Comanche Ave. – 1.64 A)	<u>\$ 286.65</u>	x 12= <u>\$3,439.80</u>
105	G	<u>Alma School</u> (ROW – Both sides, North & South of Summit, Median on Alma School– 2.1 A)	<u>\$ 366.45</u>	x 12= <u>\$4,397.70</u>
107	T	<u>Jordan School</u> (Basin - on Carriage Lane and Silvergate, North of Elliot - 2.75 A)	<u>\$ 479.85</u>	x 12= <u>\$5,758.20</u>
108	T	<u>Elliot Road</u> (Basin - North side of Elliot Road, Summit to San Marcos Pl. - 3.3 A)	<u>\$ 575.40</u>	x 12= <u>\$6,904.80</u>

<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.</u>		<u>Annual Price Per Location</u>
109	T	<u>Alma School Road</u> (Basins - East side - Just North & South of Palomino – 4.32 A)	<u>\$ 753.90</u>	x 12=	<u>\$9,046.80</u>
110	G	<u>Alma School Rd./Highland Basin</u> (South of Fire Station #2 - 1.02 A)	<u>\$178.50</u>	x 12=	<u>\$2,142.00</u>
111	G	<u>Knox/Hartford</u> (ROW –North side on Knox, East of Nebraska, West to Hartford - 0.29 A)	<u>\$ 50.40</u>	x 12=	<u>\$604.80</u>
112	G	<u>Alma School/Knox to Ray</u> (Medians - Knox to Park, North of Ray - 0.1 A)	<u>\$17.85</u>	x 12=	<u>\$214.20</u>
113	G	<u>Warner/Pennington</u> (ROW - South side of Warner, West from Pennington - 0.07 A)	<u>\$12.60</u>	x 12=	<u>\$151.20</u>
114	G	<u>Warner Road</u> (ROW - West of Lemon tree to Coronado-Southside and area around the tennis court - 2.00 A)	<u>\$348.60</u>	x 12=	<u>\$4,183.20</u>
115	G	<u>Warner/McQueen</u> (ROW on Warner-Ithica to McQueen, South side only McQueen-West side, Warner South to Knox Knox-North side, McQueen to Hamilton - 4.00 A)	<u>\$698.25</u>	x 12=	<u>\$8,379.00</u>
116	G	<u>Improvement District 51</u> (Medians –McQueen-two medians-North of Warner, medians South to Ray (2.5A); Warner medians from McQueen West to AZ Ave. (2.0A); Ray medians from Cooper West to AZ Ave. (2.5A) Cooper Rd. North from Ray to Kent (2.0A)	<u>\$1,570.80</u>	x 12=	<u>\$18,849.60</u>
117	G	<u>Ray Road</u> (Medians - Alma School to Arrowhead, Dobson to Price – 2.5 A)	<u>\$435.75</u>	x 12=	<u>\$5,229.00</u>
118	G	<u>Warner Rd.-South side</u> (ROW-Arrowhead to just East of Comanche-0.2A)	<u>\$34.65</u>	x 12=	<u>\$415.80</u>
119	T	<u>Dobson & Highland</u> (Basin - SE corner and granite around basin area- 1.93 A)	<u>\$337.05</u>	x 12=	<u>\$4,044.60</u>
120	T	<u>Warner/Hartford Cedar Ridge Basins</u> (South side two Basins on Warner East and West of Illinois One-West side Hartford between Ranch and Highland Two-basins West side Hartford North and South of Iowa- 4.89 A)	<u>\$853.65</u>	x 12=	<u>\$10,243.80</u>

<u>Site No.</u>	<u>Type</u>	<u>Location</u>	<u>Price Per Month Per Location With Irrigation Maint.</u>		<u>Annual Price Per Location</u>
121	T	<u>Warner Rd.</u> - South side (Basins on Warner between Pennington & Arrowhead Dr. - 7.20 A)	<u>\$1,196.60</u>	x 12=	<u>\$14,359.20</u>
122	G	<u>Warner Road</u> (ROW - South side – Sunset to Evergreen Evergreen to Jay - .50 A)	<u>\$87.15</u>	x 12=	<u>\$1,045.80</u>
123	G	<u>Alma School Road</u> (ROW - Westside - Stottler Dr. to Calle Del Norte - O. 20 A)	<u>\$34.65</u>	x 12 =	<u>\$415.80</u>
124	G	<u>Alma School Rd.</u> - West side (ROW - Cheyenne to just North of Barrows, South of Barrows to Mesquite - .2A)	<u>\$34.65</u>	x 12 =	<u>\$415.80</u>
125	G	<u>Alma School Rd.</u> – East side (Basins - North of Cheyenne to South of Mesquite - 3 A)	<u>\$523.95</u>	x 12 =	<u>\$6,287.40</u>
126	G	<u>Price Rd. and Curry Rd.</u> (Basins - North and South of Curry - .2A)	<u>\$34.65</u>	x 12 =	<u>\$415.80</u>
127	G	<u>Knox and Sunset</u> - North side (Basin - .2A)	<u>\$34.65</u>	x 12 =	<u>\$415.80</u>
128	G	<u>Ray Rd and Iowa St.</u> (Median .05A)	<u>\$8.40</u>	x 12 =	<u>\$100.80</u>

Hourly Rate for Special Work \$ 19.42 / hr

**AMENDMENT NUMBER TWO,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER AND ARTISTIC LAND MANAGEMENT INC
for Landscape Maintenance – Sites 2 & 3
Bid No. ST7-988-2362**

This Amendment #2 to that certain Agreement Between the City Of Chandler (CITY) and Artistic Land Management, Inc. (CONTRACTOR) for Landscape Maintenance – Sites 2 & 3 dated November 20, 2006 and the City is entered into the ___ day of _____, 2008.

WHEREAS, the parties have agreed to extend the Contract for one more one year term;

NOW THEREFORE, the parties agree as follows:

1. The agreement is hereby amended as follows: The agreement is extended for the first one-year option for the period of December 1, 2008 – November 30, 2009.
2. 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 A) 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. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan.

3. For and in consideration of the performance of the work herein as set forth in the contract documents, which are part hereof and in accordance with the direction of the City of Chandler, the City of Chandler agrees to pay the Contractor per the pricing schedule listed on attached Exhibit B in an amount not to exceed a total contract amount of 455,500.00.

4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of _____, 2008.

CITY OF CHANDLER:

By: _____
MAYOR

CONTRACTOR:

By: Joe Hernandez
Title: President

APPROVED AS TO FORM:

City Attorney JLM

ATTEST: (If corporation)

ATTEST:

City Clerk

Secretary

SEAL



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EXHIBIT A

**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 and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited State contract meet all conditions contained herein.

Contract Number/PO Number/Division: <u>ST7 988 2362</u>		
Name (as listed in the contract): <u>Artistic Land Management Inc</u>		
Street Name and Number: <u>PO Box 2320</u>		
City: <u>Chandler</u>	State: <u>AZ</u>	Zip Code: <u>85244</u>

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 on the attached Employee Verification Worksheet 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:

Jose Hernandez

Printed Name: Jose Hernandez

Title: President

Date (month/day/year): 11-4-08

**EXHIBIT B
PRICING**

AREA 2

Site Price No.	Type	Location	Price Per Month Per Location		Annual
			Irrigation	Maint.	Per Location
200	G	Tyson Manor	\$ 75.82	12	\$ 866.52
201	G	Chandler Blvd. East of Cooper	\$ 244.59	12	\$ 2,935.08
202	G	Pecos Rd./West of Cooper	\$ 48.90	12	\$ 586.80
203	G	Price Road Medians	\$ 611.49	12	\$ 7,337.88
204	G	Alma School Rd. Median	\$ 2,935.20	12	\$ 35,222.40
205	G	Dobson Road Median Chandler Blvd - Pecos	\$ 1,516.51	12	\$ 18,198.12
206	G	Chandler Blvd. N. side Median	\$ 48.90	12	\$ 586.80
207	G	Nebraska & Fairview	\$ 587.03	12	\$ 7,044.36
208	G	Dobson ROW S of Warner	\$ 291.07	12	\$ 3,492.84
209	G	McQueen Rd. S of Ray	\$ 562.57	12	\$ 6,429.48
210	T	Chandler ROW McQueen to Cooper	\$ 366.89	12	\$ 4,402.68
211	G	Chandler Blvd. Price to Sunset	\$ 305.16	12	\$ 3,661.92
212	G	Chandler Heights Alma School to AZ Ave	\$ 464.74	12	\$ 5,576.88
213	G	Queen Creek Alma School to w City Limits	\$ 1,467.60	12	\$ 17,611.20
214	G	Alma school Ocotillo to Chandler Heights	\$ 733.79	12	\$ 8,805.48
215	G	McQueen Chandler Blvd to Pecos.	\$ 856.09	12	\$ 10,273.08
216	G	Germann E. of AZ Ave to Airport	\$ 1,540.98	12	\$ 18,491.76
217	G	Dobson Rd. N of Ocotillo	\$ 660.40	12	\$ 7,924.80
218	G	AZ Ave. S of Willis to Chandler Hgts. 3.59A	\$ 878.10	12	\$ 10,537.20
219	G	Fann Basin E of AZ Ave to Germann	\$ 244.59	12	\$ 2,935.08
220	G	Pecos Rd. E of Dobson to McQueen Rd.	\$ 807.17	12	\$ 9,686.04
221	G	Arizona Ave. Frye to Pecos	\$ 1,222.99	12	\$ 14,675.88
222	G	Cooper Rd. med. S. of Ray to med. S. of Chandler Blvd	\$ 366.89	12	\$ 4,402.68
223	G	Cooper Rd./S of Riggs to Hunt HWY	\$ 672.64	12	\$ 8,071.68
224	G	Alma School/Flint	\$ 41.58	12	\$ 498.96
225	G	Pecos Rd., Cottonwood and Gilbert	\$ 24.45	12	\$ 293.40
226	G	Ocotillo McQueen to Cooper	\$ 317.98	12	\$ 3,815.76
227	G	McQueen Riggs to Buena Vista	\$ 122.29	12	\$ 1,467.48
228	G	Chandler Heights E & W of Hamilton	\$ 73.37	12	\$ 880.44
229	G	Gilbert Rd./Germann to Ryan	\$ 195.66	12	\$ 2,347.92
230	G	Riggs Rd./Gilbert	\$ 1,125.15	12	\$ 13,501.80
231	G	Cooper/Queen Creek to Ocotillo	\$ 244.59	12	\$ 2,935.08
232	G	Cooper Rd./North of Frye	\$ 122.29	12	\$ 1,467.48
233	G	Riggs Rd./Lindsay to Val Vista	\$ 611.49	12	\$ 7,337.88
234	G	Willis Rd./West of AZ Ave.	\$ 48.90	12	\$ 586.80
235	G	Chandler Blvd./E & W of Apache	\$ 2.43	12	\$ 29.16
236	G	Queen Rd./East of Cooper	\$ 122.29	12	\$ 1,467.48
237	G	AZ Ave/Frye North-East & West	\$ 48.90	12	\$ 586.80
238	G	Germann - Dobson W to Price	\$ 122.29	12	\$ 1,467.48

239	G	Ray - Arrowhead to Central	\$ 733.79	12	\$ 8,805.48
240	G	Ocotillo AZ Ave to Basha	\$ 97.83	12	\$ 1,1173.96
241	G	Lindsay North of Riggs	\$ 48.90	12	\$ 586.80
242	G	Gilbert Rd. med. N. of Chandler Heights	\$ 48.90	12	\$ 586.80
243	G	Chandler Heights Rd. West of Gilbert	\$ 48.90	12	\$ 586.80
244	G	McQueen Rd - med. S. of Ocotillo	\$ 24.45	12	\$ 293.40
245	G	Gilbert Rd. med. S of Riggs	\$ 24.45	12	\$ 293.40
246	G	56th Street, Row - S Slope by 202 Overpass	\$ 73.37	12	\$ 880.44

AREA 3

300	G	Twelve Oaks	\$ 73.37	12	\$ 880.44
301	G	Chandler Blvd. Galaxy	\$ 104.48	12	\$ 1,253.76
302	G	Ray Rd. ROW	\$ 122.29	12	\$ 1,467.48
303	G	Kyrene Road	\$ 300.85	12	\$ 3,610.20
304	G	Rural Road	\$ 300.85	12	\$ 3,610.20
305	G	McClintock Dr.	\$ 374.24	12	\$ 4,490.88
306	G	56th Street	\$ 327.75	12	\$ 3,933.00
307	G	Ray Road	\$ 733.79	12	\$ 8,805.48
308	G	Crestview bike path	\$ 269.05	12	\$ 3,074.88
309	G	Twelve Oaks	\$ 489.20	12	\$ 5,870.40
310	G	Kyrene Road	\$ 244.59	12	\$ 2,935.08
311	G	McClintock	\$ 518.55	12	\$ 6,222.60
312	G	Rural Road	\$ 14.66	12	\$ 175.92
313	G	Kyrene Road	\$ 1,144.73	12	\$ 13,736.76
314	G	Ray Road	\$ 122.29	12	\$ 1,467.48
315	G	McClintock	\$ 61.14	12	\$ 733.68
316	G	Kyrene Road	\$ 415.82	12	\$ 4,989.84
317	G	Crestview IV & V	\$ 1,406.44	12	\$ 16,877.28
318	T	Chandler/Galaxy Glenview	\$ 1,108.03	12	\$ 13,296.36
319	T	Chandler/McClintock/C.C. Way	\$ 1,746.44	12	\$ 19,959.36
320	T	Twelve Oaks	\$ 3,399.94	12	\$ 40,799.28
321	T	Kyrene Rd.	\$ 244.59	12	\$ 2,935.08
322	T	McClintock - East side	\$ 244.59	12	\$ 2,935.08
323	G	Twelve Oaks - Bike Path	\$ 14.66	12	\$ 175.92
324	G	Chandler Blvd.	\$ 550.34	12	\$ 6,604.08
325	G	Crafco Basin	\$ 244.59	12	\$ 2,935.08
326	G	Ray Rd. & I-10 Entrance Way	\$ 489.20	12	\$ 5,870.40
327	G	Metro Blvd.	\$ 4.65	12	\$ 55.80
328	T	McClintock/Chandler Blvd	\$ 48.90	12	\$ 586.80
329	G	McClintock/Chandler Blvd	\$ 97.83	12	\$ 1,1173.96
330	G	Geronimo	\$ 244.59	12	\$ 2,935.08

Hourly Rate for Special Work	\$ 20.54
Unit Cost per Granite Acre	\$ 262.50
Unit Cost per Turf Acre	\$ 294.00