



**PURCHASING ITEM
FOR
COUNCIL AGENDA
CS09-007**

1. Agenda Item Number:

210

2. Council Meeting Date:
June 25, 2009

TO: MAYOR & COUNCIL
THROUGH: CITY MANAGER

3. Date Prepared: June 8, 2009

4. Requesting Department:
Community Services

5. SUBJECT: Approve renewal of Agreement PM8-910-2574 with The Shannon S. Martin Company, Inc., for the cleaning service of nineteen (19) restrooms at fourteen (14) City parks as well as the restrooms at the Chandler Fashion Center Transit Station and the Tumbleweed Park & Ride for one (1) year in the amount of \$110,400.00.

6. RECOMMENDATION: Recommend renewal of Agreement PM8-910-2574 with The Shannon S. Martin Company, Inc., for the cleaning service of nineteen (19) restrooms at fourteen (14) City parks as well as the restrooms at the Chandler Fashion Center Transit Station and the Tumbleweed Park & Ride for one (1) year in the amount of \$110,400.00.

7. BACKGROUND/DISCUSSION: The Park Operations Division currently contracts the cleaning service for nineteen (19) restrooms at fourteen (14) City parks. The cleaning of these restrooms is performed daily after the closing of the parks. This contract will also provide cleaning services to the restrooms at the Chandler Fashion Transit Station and the Tumbleweed Park & Ride facility.

8. EVALUATION PROCESS: On July 31, 2008, Council approved an award to The Shannon S. Martin Company, Inc for the cleaning of park restrooms at various park locations within the City. City staff has been satisfied with the work provided by this contractor and recommends renewing for an additional year. The contractor has maintained the same pricing as last year. New term of Agreement will be August 1, 2009 – July 31, 2010.

Staff considered re-bidding this contract, however the exemplary service provided by this contractor and the desire to maintain a high standard of cleanliness in park/public restrooms at existing pricing levels, outweighed the risk of lower quality services from an unproven bidder who may have offered a lesser price.

9. FINANCIAL IMPLICATIONS: Funds for this service will be from the General Fund, Park Maintenance for Building and Grounds Repair and Maintenance, account number 101.4530.0000.5410 in the amount of \$99,600.00 and General Fund, Transit Services for Other Equipment Repair and Maintenance, account number 101.3340.0000.5419 in the amount of \$10,800.00 for the total amount of \$110,400.00.

10. PROPOSED MOTION: Move to approve renewal of Agreement PM8-910-2574 with The Shannon S. Martin Company, Inc., for the cleaning service of nineteen (19) restrooms at fourteen (14) City parks as well as the restrooms at the Chandler Fashion Center Transit Station and the Tumbleweed Park & Ride for one (1) year in the amount of \$110,400.00.

APPROVALS

11. Requesting Department

Kris Kircher, Parks & Facilities Maintenance Manager

12. Department Head

Mark M. Eynatten, Community Services Director

13. Procurement Officer.

Sharon Brause, CPPB, CPCP

14. City Manager

W. Mark Pentz

**AMENDMENT NUMBER ONE
TO AGREEMENT BETWEEN
CITY OF CHANDLER & THE SHANNON S MARTIN COMPANY
AGREEMENT NO. PM8-910-2574**

This Amendment #1 to that certain Agreement Between the City Of Chandler and **The Shannon S Martin Company** to provide cleaning of parks restrooms at the request of the City Streets Division dated August 4, 2008 between the City of Chandler (CITY) and The Shannon S Martin Company is entered into this ____ day of _____, 2009.

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, August 1, 2009 through July 31, 2010.
2. The contract price is an amount not to exceed One Hundred Five Thousand (\$105,000) which sum shall include all costs or expenses incurred by CONTRACTOR payable as set forth in attached Exhibit B.
3. Attached "Contractor Immigration Warranty" documents shall be incorporated as Exhibit C. **Section 2.4. Compliance with Applicable Laws** of agreement is amended to add the following language,
 - 2.4.1 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").
 - 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
 - 2.4.3 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.
 - 2.4.4 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.
 - 2.4.5 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.
 - 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran.
 - 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan.

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 _____, 2009.

CITY OF CHANDLER:

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney 

ATTEST: _____
City Clerk

CONTRACTOR:

By: Shannon Smayen
Title: Owner - President

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)

[SEAL]

**EXHIBIT B
PRICING**

ITEM #	NAME OF PARK	MONTHLY PRICE	QTY	ANNUAL PRICE
1.	Desert Breeze – Playground Restroom; 2,000 sq. feet	\$400.00	12	\$4,800.00
2.	Desert Breeze – Ramada Restroom; 1,000 sq. feet	\$400.00	12	\$4,800.00
3.	Arrowhead Park – Restroom Facility; 2,000 sq. feet	\$400.00	12	\$4,800.00
4.	Shawnee Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
5.	Apache Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
6.	Navarrette Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
7.	Pima Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
8.	Folley Park – Restroom Facility; 2,000 sq. feet	\$500.00	12	\$6,000.00
9.	Tumbleweed Park – Restroom Facility; 2,000 sq. feet	\$550.00	12	\$6,600.00
10.	Tumbleweed Park – Playtopia Restroom; 2,000 sq. feet	\$550.00	12	\$6,600.00
11.	Tumbleweed – Park & Ride Restroom;	\$400.00	12	\$4,800.00
12.	Chandler Fashion Center Transit Station Restroom	\$500.00	12	\$6,000.00
13.	Chuparosa Park – Restroom Facility; 2,000 sq. feet	\$500.00	12	\$6,000.00
14.	A. J. Chandler Park – Restroom Facility; 800 sq. feet.	\$450.00	12	\$5,400.00
15.	Snedigar Park – Baseball Field Restroom; 2,000 sq. feet	\$450.00	12	\$5,400.00
16.	Snedigar Park – Soccer Field Restroom; 2,000 sq. feet	\$400.00	12	\$4,800.00
17.	Snedigar Park – East Restroom; 2,000 sq. feet	\$450.00	12	\$5,400.00
18.	West Chandler Sportsplex Ball field – Restroom Facility; 2,000 sq feet	\$400.00	12	\$4,800.00
19.	West Chandler Bark Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00
20.	Espee Park – Restroom Facility; 2,000 sq. feet	\$450.00	12	\$5,400.00
21.	Veteran's Oasis Park – Bathroom Facility; 2,000 sq. feet	\$450.00	12	\$5,400.00
22.	Tibshraeny Park – Restroom Facility; 800 sq. feet	\$400.00	12	\$4,800.00

Total \$105,000.00 annually

OTHER WORK:

Hourly rate for extra work, inclusive of equipment and supplies

\$ 30.00 per hour

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.

Contract Number:	PM9-910-2574		
Name (as listed in the contract):	The Shannon S. Martin Co.		
Street Name and Number:	2330 W Mission Ln #6		
City:	Phoenix	State:	AZ
		Zip Code:	85021

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.

Signature of Contractor (Employer) or Authorized Designee:

Shannon S. Martin

Printed Name: Shannon S. Martin

Title: president

Date (month/day/year): 3-20-09