

AMENDMENT NO. 1
PARKS AND FACILITY LANDSCAPE MAINTENANCE
(, Contract No. C18-0445)

This Amendment No. 1 (“Amendment”) to the Parks and Facility Landscape Maintenance (“Agreement”) is made this _____ day of _____, 2019, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Somerset Landscape, LLC, a Delaware limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Somerset Landscape, LLC (“Contractor”) previously entered into Parks and Facility Landscape Maintenance, Contract No. C18-0445, dated May 22, 2018 (“Agreement”); and
- B. The Agreement had an initial six-month term beginning May 22, 2018 through November 22, 2018; and
- C. City and Contractor extended the term of the Agreement for a six-month period from November 22, 2018 to May 23, 2019; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-month period from May 23, 2019 through June 30, 2019, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation of the Agreement will increase the not to exceed total for the contract by \$100,000 to cover expenses for May and June 2019. The new not to exceed amount will be \$820,000.

5. **Insurance Certificate.** Current certificate will expire on January 1, 2020 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

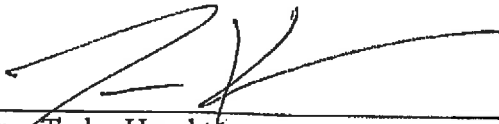
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Somerset Landscape, LLC
a Delaware limited liability company



By: Taylor Haught

Its: Branch Manager

1/29/18