

AMENDMENT NO. 1
DEVELOPED AND UNDEVELOPED RIGHT-OF-WAY
LANDSCAPE MAINTENANCE
(City of Glendale Solicitation No. RFP 16-37, Contract No. C-10963)

This Amendment No. 1 ("Amendment") to the Developed and Undeveloped ROW Landscape Maintenance ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Basin Tree Service & Pest Control, Inc. dba United Right-of-Way (URW), an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. In accordance with City of Glendale RFP 16-37, the City requested bids for proposal to conduct landscaping services for developed and undeveloped City rights-of-way. The RFP broke the project into 3 portions: (1) 4,928,251 square feet of public ROW from Olive Avenue on the south to Pinnacle Peak Road on the north, and within city limits to the east and west ("Olive Avenue North"); 7,658,538 square feet of public ROW areas from Olive Avenue on the north to Camelback Road on the south, and within city limits to the east and west ("olive Avenue South"); and (3) 44,928 square feet of landscaped area around and near the Glendale Airport terminal; and
- B. URW ("Contractor") was originally contracted to perform only the Olive Avenue South portion of the project pursuant to City Contract No. C-10963, dated June 28, 2016 ("Agreement"); and
- C. On March 31, 2017, the City will terminate its contract with Environmental Earthscapes, Inc., dba The Groundskeeper, (City Contract No. C-10962, dated June 28, 2016) for the Olive Avenue North portion of the project convenience; and
- D. Because URW was the next lowest responsive bidder for the Olive Avenue North portion of the project; and
- E. The City and Contractor now wish to modify and amend the Agreement, subject to and strictly in accordance with the terms of this Amendment, to contract URW to perform the landscaping work at the Olive Avenue North portion of the project in accordance with the attached Scope of Work and RFP 16-37.

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 unchanged and shall expire on June 28, 2017.
3. **Scope of Work.** The Scope of Work is hereby modified, in accordance with section 5.15 of solicitation RFP 16-37, to add the Olive Avenue North portion of the project. URW will perform all maintenance and operations responsibilities for developed and undeveloped Right-of-Way (ROW) as provided in RFP 16-37, including furnishing all materials, tools, supplies, chemicals that include fertilizers, herbicides, post- and pre-emergent, labor, equipment and vehicles necessary to provide landscape maintenance on public ROW areas for an additional 4,928,251 square foot area of service for Olive Avenue North. All other provisions of the Agreement, except as set forth in this Amendment, shall remain in their entirety.
4. **Compensation.** The Contractor's total compensation for the Project (both Olive Avenue North and Olive Avenue South service areas), including those furnished by its Subcontractors, will increase by \$306,000 per year for the initial 2-year term to cover the additional work being performed in the Olive Avenue North portion of the project. The total amount Contractor may be paid for all work performed Years 1 and 2 of the Agreement shall not exceed amount to \$680,400 for each year. Further, according to the Term of the Agreement, the contract may be renewed on an annual basis for three additional years. The total not to exceed amount for all work Contractor may perform in each of these renewal years shall likewise not exceed \$680,400. If all renewal year options are exercised by the City, the total amount that may be spent by the City and paid to the Contractor under this Agreement shall not exceed \$3,518,111.00.
5. **Insurance Certificate.** Current certificate will expire on August 2, 2017 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.

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

Basin Tree Service & Pest Control, Inc.
dba United Right-of-Way
an Arizona corporation



By: _____
Chris Testa

Its: _____
General Manager