

AMENDMENT NO. One (1)
ROW and Median Landscape Enhancement Project
(Somerset Landscaping Maintenance Inc, Contract No. C20-0294)

This Amendment No. One (1) (“Amendment”) to the ROW and Median Landscape Enhancement Project (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Somerset Landscape LLC, an Arizona corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Somerset Landscape LLC. (“Contractor”) previously entered into an agreement, Contract No. C20-0294, dated 03/24/2020 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning from March 24, 2020 through March 23, 2021 and provided the option to extend for an additional four (4) years renewable on an annual basis; and
- C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from March 24, 2021 through March 23, 2022; and
- D. City and Contractor previously entered into Contract Extension No. 2, extending the term of the Agreement from March 24, 2022 through March 24, 2023; and
- E. City and Contractor previously entered into Contract Extension No. 3, extending the term of the Agreement from March 24, 2023 through March 24, 2024; and
- F. 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 unchanged and shall expire on March 24, 2024.
- 3. **Scope of Work.** Increased project needed for ongoing improvements over remaining contract period to enhance the aesthetics, functionality, and sustainability of the City landscape. The desired improvements include landscape rock refreshing, stump removals, irrigation installation and upgrades, paver installations, and planting of trees and shrubs.

The projects that are expected include, but are not limited to:

- 71st Ave from Bethany Home Road to Ocotillo Rd.
- 51st Ave from Cactus Road to Eugie Ave
- 67th Ave from Union Hills Dr. to Beardsley Rd (Loop 101)

These ongoing improvements will contribute to a visually appealing, sustainable, and resilient environment, enhancing the quality of life for residents and supporting the City's long-term goals.

4. **Compensation.** The Original amount of the agreement was \$2,500,000. The contract usage will cause the contract compensation to increase by \$1,500,000, as reflected in making the overall compensation for the contract \$4,000,000.
5. **Insurance Certificate.** Current certificate will expire on 04/01/2024 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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
9. **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.
10. **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

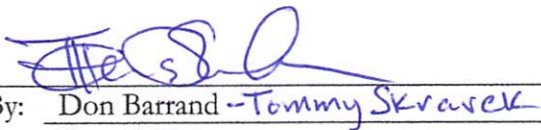
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Somerset Landscaping Maintenance, Inc.
an Arizona corporation



By: Don Barrand - Tommy Skvarcek
Its: Branch Manager
