

AMENDMENT NO. 1
XERISCAPE GRADE TREE MAINTENANCE AGREEMENT
(Contract No. C-10200)

This Amendment No. 1 ("Amendment") to the Xeriscape Garden Tree Maintenance ("Agreement") is made this 30 day of August, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Artistic Land Management, Inc. (ALM), an Arizona corporation ("Contractor").

RECITALS

- A. City and ALM ("Contractor") previously entered into an Agreement for Xeriscape Garden Tree Maintenance, Contract No. C-10200, dated August 17, 2015 ("Agreement"); and
- B.. City and Contractor wish to modify and amend the Agreement to extend the term and update the amount of compensation that may be paid to Contractor, 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-year period from August 18, 2016 through August 17, 2017, 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 effect in their entirety.
- 3. **Scope of Work.** The Parties hereby modify Exhibit A, which is attached and incorporated by reference hereto.
- 4. **Compensation.** The not-to-exceed annual amount under Amendment 1 has changed to: \$7,546 as calculated below:

Original contract - (minus 7 trees)	\$3,344
New quote (see attached PDF) – plus 42 trees	\$4,202
New Amended Price	\$7,546
- 5. **Insurance Certificate.** Current certificate will expire on January 1, 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. **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.
8. **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.

CITY OF GLENDALE, an Arizona
municipal corporation



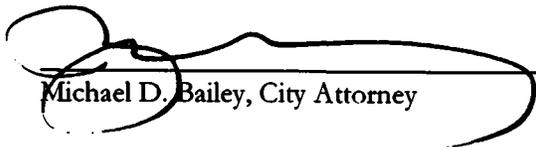
Kevin R. Phelps, City Manager

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Artistic Land Management, Inc. (ALM),
an Arizona corporation



By: JOSE HERNANDEZ
Its: PRESIDENT