

CITY CLERK ORIGINAL

C-10304-2
11/04/2016

AMENDMENT NO. 2
BEE REMOVAL SERVICES
(City of Glendale Solicitation IFB 15-14, Contract No. C-10304)

This Amendment No. 2 ("Amendment") to the Bee Removal Services ("Agreement") is made this 4 day of November, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and The Beekeeper Total Bee Control, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and The Beekeeper Total Bee Control Inc. ("Contractor") previously entered into an Agreement for Bee Removal Services, Contract No. C-10340, dated October 9, 2015 ("Agreement"); and
- B. The Agreement had a one (1) year initial period beginning October 9, 2015 through October 8, 2016 and provided the option to extend for an additional four (4) years, in one-year increments; and
- C. The original estimate for the work to be performed under this Agreement provided for an estimated quantity of sixteen (16) beehive removals at an estimated cost of one thousand five hundred and twenty dollars (\$1,520.00); and
- D. The City and Contractor, however, have determined that the parties underestimated the amount of work that needed to be performed pursuant to this Agreement. The Parties therefore wish to increase the amount of compensation to be paid on an annual basis, and are increasing the "not to exceed" amount of this Agreement with this Amendment; and
- E. The City and Contractor previously entered into Agreement Amendment No. 1, which increased the amount of compensation to be paid on an annual basis and increased the "not to exceed" amount of the Agreement, as amended, to \$20,000; 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.

8/10/16

2. **Term.** The term of the Agreement is extended for a one-year period from October 9, 2016 through October 8, 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 their entirety.
3. **Scope of Work.** The Scope of Work is amended to include crane aerial lift equipment and boom aerial lift equipment for locations greater than 30 feet above ground surface or not accessible with ladder.
4. **Compensation.** Total compensation for entire term shall remain the same. Exhibit A, Group B is replaced by attached Exhibit B, Group B.
5. **Insurance Certificate.** Current certificate will expire on April 5, 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. **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



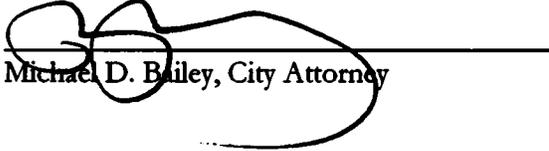
Kevin R. Phelps, City Manager

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

The Beekeeper Total Bee Control, Inc.,
an Arizona corporation



By: Chris Miller
Its: President

EXHIBIT B

GROUP B

**BEE REMOVAL SERVICES
CITY OF GLENDALE ADDITIONAL SERVICES
AMENDMENT 2**

Section 5.2 Revised

| CITY LOCATION | SPACE | SCHEDULE | UNIT PRICE |
|--|-----------------------|-----------------|-------------------------|
| Any City of Glendale Location (< 12 feet) | Interior/ Exterior | As Needed | \$65.00 Per Hive |
| Any City of Glendale Location (>12 feet < 30 feet) | Interior/ Exterior | As Needed | \$125.00 Per Hive |
| Emergency Bee Removal Services (within one hour) | Interior/ Exterior | As Needed | \$125.00 Per Hive |
| Non-emergency Bee Removal Services for City of Glendale ROW properties after 6:00 PM | Exterior | As Needed | \$125.00 Per Hive |
| AERIAL LIFT SERVICES | SPACE | SCHEDULE | UNIT PRICE |
| CRANE WORK* | Interior/ Exterior | As Needed | \$715.00 (1.5 hour job) |
| BOOM LIFT WORK* | Interior/ Exterior | As Needed | \$1,695.00 (2 hour job) |
| Total Bee Removal Services Not-to-Exceed | | | \$20,000.00 |

*Pricing includes cutting up to four tree branches each less than 4 inches in diameter.

*Pricing excludes repairs to any structures, light poles, etc. Repairs must be quoted per job.

*Beekeeper is not responsible for disposal of branches or debris generated as part of aerial lift work.

*Beekeeper is not responsible for damage to brick borders, concrete borders, irrigation components, or ruts in soil or grass.