

AGREEMENT NO. 2019-159H

EIGHTH AMENDMENT TO MAINTENANCE CONTRACT

This Eighth Amendment to Maintenance Contract Agreement No. 2019-159 (Amendment) is entered into between the City of Camarillo, a California general law city and municipal corporation (City), and Landscape Development Inc., dba Enhanced Landscape Management, a California corporation (Contractor) collectively referred to as the "Parties". The effective date of this Amendment is October 28, 2024.

RECITALS

A. The Parties have entered into a written agreement entitled "City of Camarillo Maintenance Contract Agreement No. 2019-159" having an effective date of January 1, 2020 (Agreement) to provide for certain maintenance services in the amount of \$6,336,708 as outlined in Exhibit A of Agreement from Contractor. The term of the Agreement is forty-two months ending June 30, 2023.

B. The parties have entered into a written agreement entitled "First Amendment to Maintenance Contract Agreement No. 2019-159A" having an effective date of July 1, 2020 (First Amendment) to reduce the scope of landscape maintenance services due to economic impact of the COVID-19 pandemic by \$339,148.20 for each remaining Fiscal Year for a total FY 2020/21 through FY 2022/23 annual amount of \$1,471,339.80 with CPI increases for FY 2021/22 and FY 2022/23 for a total agreement amount of 5,319,263.40.

C. The parties have entered into a written agreement entitled "Second Amendment to Maintenance Contract Agreement No. 2019-159B" having an effective date of April 14, 2021 (Second Amendment) to perform special project and landscape renovations in several assessment districts in the amount of \$27,000 as outlined in Exhibit A of the Second Amendment from Contractor for a total agreement amount of \$5,346,263.40.

D. The parties have entered into a written agreement entitled "Third Amendment to Maintenance Contract Agreement No. 2019-159C" having an effective date of July 1, 2021 (Third Amendment) to re-establish the scope of landscape maintenance services and frequencies to pre COVID-19 pandemic levels for an annual increase of \$339,148.20 for an annual amount of \$1,810,488 for FY 2021/22 and FY 2022/23 with a CPI increase of approximately 3% for FY 2022/23 for a total agreement amount of \$6,024,559.80.

E. The parties have entered into a written agreement entitled "Fourth Amendment to Maintenance Contract Agreement No. 2019-159D" having an effective date of September 8, 2021 (Fourth Amendment) to adjust the contract amount by a CPI increase of 4% for FY 2021/22 due to labor, fuel and material cost increases. The 4% CPI increase is retroactive to July 1, 2021, resulting in an increase of \$72,419.52 for an annual amount of \$1,882,907.52 for FY 2021/22 and FY 2022/23 with a CPI increase of approximately 3% for FY 2022/23 for a total agreement amount of \$6,169,398.84.

F. The parties have entered into a written agreement entitled "Fifth Amendment to Maintenance Contract Agreement No. 2019-159E" having an effective date of July 1, 2023 (Fifth Amendment) to begin landscape maintenance services at the City Desalter facility for an annual amount of \$30,936 for FY 2022/23 for a total agreement amount of \$6,200,334.84.

G. The parties have entered into a written agreement entitled "Sixth Amendment to Maintenance Contract Agreement No. 2019-159F" having and effective date of July 1, 2023, to extend the Agreement for FY 2023/24 and for Contractor to perform additional landscape maintenance services at the Camino Carillo pathway and the Metrolink Station and to discontinue landscape services at the

old library facility in the amount of \$2,168,774.55 for FY 2023/24 for a total agreement amount of \$8,369,109.39.

H. The parties have entered into a written agreement entitled “Seventh Amendment to Maintenance Contract Agreement No. 2019-159G” having an effective date of July 1, 2024, to extend the Agreement for FY 2024/25 and for Contractor to perform additional landscape maintenance services at the Desalter Facility, additional landscape service for the Shea Homes Bike Trailhead off Upland near Flynn Road, a reduction in cost as a result of SB 1383 Grant Funding used to meet CalRecycle procurement goals, an additional \$30,000 for unanticipated repairs and/or renovations in Areas 1 through 5, and a temporary reduction of services for Dizdar Park for FY 2024/25 amount of \$2,203,441.64 for a total agreement amount of \$10,572,551.03.

I. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

J. The parties desire to modify the Scope of Work in accordance with Section 15.5 of the Agreement.

Section 1. Amendment. The Agreement is amended to add the following:

1. Additional “Scope of Services” of the Agreement is amended to add the following:

Provide additional work in the amount of \$88,708 as included in the proposal dated October 28, 2024, to two atriums next to Council Chambers to include demolition, installation of living-wall, irrigation, draining, installation of landscape and hardscape, and installation of sunshade already procured.

Section 2. Compensation and Payment. Eighth Amendment to the Maintenance Contract is for a not-to-exceed amount of \$88,708 for services provided in the proposal dated October 28, 2024, for a total agreement amount of \$10,661,259.03.

Section 3. Continuation of Terms of Agreement. Except as expressly modified by the terms and provisions of this document, the remaining terms and provisions of the Agreement remain in full force and effect.

[Signatures on following page.]


THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Eighth Amendment, Agreement No. 2019-159H, to be executed as of the Effective Date above.

CITY OF CAMARILLO



Greg Ramirez, City Manager

ATTEST:



Kristy Buxkemper, City Clerk

LANDSCAPE DEVELOPMENT INC., dba ENHANCED LANDSCAPE MANAGEMENT, a California corporation

 10/30/24

Mark Crutcher, CEO

 10/30/24

Timothy Myers, CFO

Camarillo Business Tax Certificate No. 007907

Expiration Date: 05/31/2025

Attachment: Exhibit A, Scope of Services

EXHIBIT A



October 28, 2024

5533800

Proposal Submitted to:

David Sandoval, Landscape Inspector
City of Camarillo – 601 Carmen Dr. Camarillo, CA 93010
805-383-5627 Dsandoval@cityofcamarillo.org
Alyssa Yim AYim@cityofcamarillo.org
Atrium 1 & 2

We hereby propose to furnish the materials and perform the labor necessary for the completion of the stated job in accordance with the specifications listed below for a sum of: **\$88,708.00**

	Qty	Description		
1 Install	2	NDS 9 x 9' drain boxes	\$220.00 ea	\$ 440.00
2 Install	24	Feet SDR35 3" drain pipe	\$9.00 ea	\$ 216.00
3 Install	22	Feet SDR 35 3" perf drain pipe	\$9.00 ea	\$ 198.00
4 Install	8	Feet SDR 35 2" perf drain pipe	\$8.00 ea	\$ 64.00
5 Install	1	Drip irrigation systems, one for living wall one for planter		\$ 3,675.00
6 Install	1	Irrigation valve to supply water to living wall		\$ 1,474.00
7 Install	1	Quick coupler 3/4"		\$ 410.00
8 Install	7	Kichler 1619bkt w/4w mr16 3000k frosted	\$375.00 ea	\$ 2,625.00
9 Install	1	Kichler 15cs150ss transformer inc antenna and wifi smart socket 3 for wireless controll (Power by other)		\$ 1,675.00
10 Install	2	QCO round tobago planters/pots	\$4,800.00 ea	\$ 9,600.00
11 Install	3	OKC Moss rocks for prime builder BUDGET		\$2,750.00
12 Install	2	5 gal Iresine herbstii wild cherry for 2 pots		\$150.00
13 Install	12	1 gal Liriope silvery sunproof	\$26.00 ea	\$312.00
14 Install	374	4" Ophiopogon green mondo	\$7.00 ea	\$2,618.00
15 Install	21	4" Ophiopogon Black mondo	\$9.00 ea	\$189.00
16 Install	1	Living wall		\$36,500.00
17 Install	13	1 gal Asplenium bulbiferum LW	\$26.00 ea	\$338.00
18 Install	25	1 gal Campanula posch "blue waterfall" LW	\$30.00 ea	\$750.00
19 Install	22	1 gal Chlorophyllum comosum "hawaiian spider LW	\$26.00 ea	\$572.00
20 Install	18	1 gal Heuchera maxima LW	\$26.00 ea	\$468.00
21 Install	18	1 gal Geranium sanguinum LW	\$26.00 ea	\$468.00
22		Soil prep and amendments		\$1,575.00

Qty		Description		
23	Install	Supply and install 6" x 9" gray pavers per hand drawn plan not dated. Gravel base and metal edging on the planter side, not the gravel side Atrium #1	\$	7,472.00
24	Labor	Demo plants and rocks in Atrium #1	\$	3,900.00
25	Dump	Dump fee Atrium #1	\$	700.00
26	Labor	Demo plants and rocks in Atrium #2	\$	3,900.00
27	Dump	Dump fee Atrium #2	\$	700.00
28	Install	9 5 gal Azalea gumpo pink or like Atrium #2	\$95.00 ea	\$ 855.00
29	Install	4 5 gal Asplenium bulbiferum Atrium #2	\$75.00 ea	\$ 300.00
30	Install	203 4" Camplanula poscharskyana Atrium #2	\$8.00 ea	\$ 1,624.00
31	Install	1 1" Ball valve Atrium #2	\$	275.00
32	Install	1 Irrigation system, lateral lines and 8 pop up sprinklers, using existing valve B-16 and controller wires Atrium #2	\$	965.00
33		Soil prep and amendments Atrium #2		\$950.00

Plant material not maintained or timed and irrigated by Landscape Development dba Enhanced Landscape Management is excluded.

This proposal may be withdrawn if not accepted within 30 days.

Acceptance of this proposal

The prices and specifications are satisfactory and are hereby accepted. Landscape Development dba Enhanced Landscape Management is authorized to commence work as specified at the above address. Payment due in full, upon completion of work. Price does not include permits.

Thank you for the opportunity to submit this proposal. Please call me if you have any questions.

Please date, sign and email this proposal to nicole@enhancedlandscape.com:

Signature Required

Date

Respectfully submitted:

Jim Darcey, Business Developer
Jim@EnhancedLandscape.com

Terms and Conditions:

Plant Material and Sod: There are no warranties either expressed or implied except those specifically set forth in this contract. There are absolutely No Guarantees relating to continued life or growth of plant material. No Guarantee on sod beyond the necessary initial planting shock, but not to exceed 90 days unless other-wise specifically stated. Any plant material not maintained or timed and irrigated by Enhanced Landscape Management is excluded.