



ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Joel Galaviz *JG* Agenda Item No. **I-2**

Reviewed By: City Manager *JM* City Attorney *SmF* Finance *JC* Other \_\_\_\_\_

**DATE:** April 21, 2011

**TO:** City Council

**FROM:** Michael Henderson, General Services Superintendent *MH*  
City Manager's Department

**SUBJECT:** Approval of Trade Services Agreement Amendments  
with American Heritage Landscape

**RECOMMENDATION**

That City Council approve and authorize the City Manager to execute Second Amendments to Agreement for Trade Services (Nos. 4779-09-CM, 4765-09-CM, 4766-09-CM, 4777-09-CM and 4778-09-CM)) with American Heritage landscape in the total amount of \$140,864.40 for the purpose of providing landscape maintenance services within Mandalay Bay, District 14 California Cove, District 28 Harborside, District 31 Rancho dela Rosa and District 48 Victoria Estates.

**DISCUSSION**

On March 2, 2009, informal sealed bids were solicited from seven vendors for Mandalay Bay, District 14 California Cove, District 28 Harborside, District 31 Rancho dela Rosa and District 48 Victoria Estates. Out of the seven vendors only three responded; American Heritage Landscape LP, Kaneko Landscaping, Inc. and Plowboy Landscapes Inc. American Heritage Landscape was found to be the lowest responsible bidder. Original contracts have options to renew for the first and second years. These second amendments' extending term is from June 30, 2011 to June 30, 2012.

These districts have landscaping improvements along streets and public walkways that add value and enhance the aesthetic qualities of the districts. All parcels within these districts are assessed for the annual cost of maintenance.

**FINANCIAL IMPACT**

The cost for landscape maintenance is paid from assessment district funds with no impact on the General Fund.

- Attachment #1 - Second Amendment to Agreement No. 4779-09-CM, Mandalay Bay
- #2 - Second Amendment to Agreement No. 4765-09-CM, District 14 California Cove
- #3 - Second Amendment to Agreement No. 4766-09-CM, District 28 Harborside
- #4 - Second Amendment to Agreement No. 4777-09-CM, District 31 Rancho dela Rosa
- #5 - Second Amendment to Agreement No. 4778-09-CM, District 48 Victoria Estates

**SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of March, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and American Heritage Landscape ("Vendor"). This Second Amendment amends the Agreement entered into on April 10, 2009, by City and American Heritage Landscape. The Agreement previously has been amended on May 11, 2010 by a First Amendment.

City and Vendor agree as follows:

1. In section 3 of the Agreement, the date "June 30, 2011" is deleted and replaced with the date "June 30, 2012."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

\_\_\_\_\_  
Edmund F. Sotelo, City Manager

  
\_\_\_\_\_  
David Price, Owner

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Alan Holmberg, City Attorney

  
\_\_\_\_\_  
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Henderson, General Services Supt.

  
\_\_\_\_\_  
Joel Galaviz, Project Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

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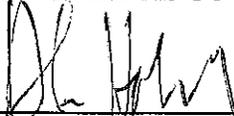
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Edmund F. Sotelo, City Manager

  
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David Price, Owner

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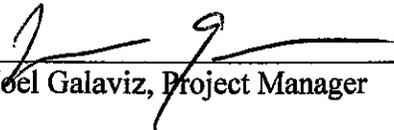
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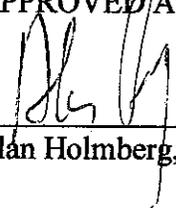
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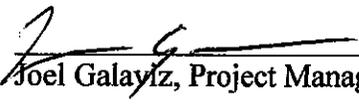
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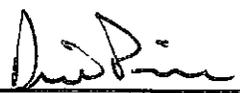
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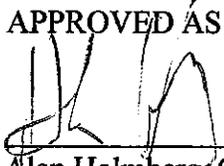
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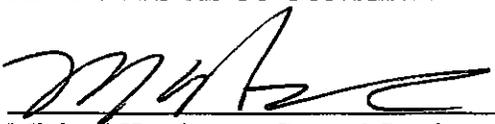
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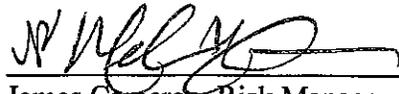
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