

ITEM 3 ATTACHMENT A



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	American Heritage Landscape, LP
City Department in charge of Contract:	Public Works – Landscape Division
Contact Person for City Department:	Heather Melton
Period of Performance for Contract:	June 16 th 2021 to June 15 th 2026
Not to Exceed Amount of Contract:	\$959,500.00 (Nine Hundred Fifty Nine Thousand Five Hundred Dollars)
Scope of Work for Contract:	General Landscape Maintenance- CBA-1 Association Park/McCoy Creek – Zone 21

Insurance Requirements for Contract:

X yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000.00

X yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000.00

yes X no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

X yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts:\$1,000,000.00

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) DP

PROFESSIONAL SERVICES AGREEMENT
American Heritage Landscape, LP

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **American Heritage Landscape, LP a California Corporation** (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **General Landscape Maintenance - CBA-1 Association Park/McCoy Creek – Zone 21.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s ***June 16th, 2021*** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s ***June 16th, 2021*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: June 16th, 2021.
- 3.4 “Expiration Date”: June 15th, 2026.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

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5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Nine Hundred Fifty Nine Thousand Five Hundred Dollars (\$959,500.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Joelle Gregory** **Maliwanag** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

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receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

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10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

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Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

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- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Heather Melton
Telephone: (818) 224-1600

If to Consultant:

American Heritage Landscape, LP
7013 Owensmouth Ave.
Canoga Park, CA 91303
Attn: ~~Joelle Mailwanag~~ David Price
Telephone: ~~(818) 652-9949~~ (818) 999-2041

DP

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With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

18.3 The captions appearing at the commencement of the sections hereof, and in any

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paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of

Initials: (City) _____ (Contractor) DP

the State of California.

- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

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TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
American Heritage Landscape, LP

By: _____
James R. Bozajian, Mayor

By:  _____
David Price, CEO

Date: _____

Date: 5/12/21

By: _____
Kindon Meik, City Manager

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director/City Engineer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK/APPROVED FEE SCHEDULE

COST-BREAKDOWN SCHEDULES

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN
LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

APRIL 2021

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, **SECTION E-SPECIAL PROVISIONS**. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The City reserves the right to reject any and all proposals, to waive any informality in a price quote, and to make awards in the best interest of the City.

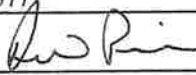
The Contractor shall perform an independent take-off of the plans/maps and bid accordingly. Quantities listed in this Cost-Breakdown Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of area actually maintained as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, disposal and all associated fees associated with completing the work in place per the maps, specifications and details as included herein.

NAME OF LANDSCAPE MAINTENANCE COMPANY: American Heritage Landscape LP

CONTRACTOR'S LICENSE NO.: 891577

AUTHORIZED SIGNATURE: 

TITLE: CFO

DATE: 4/14/21

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN
LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

(5-YEAR CONTRACT)
APRIL 2021

CBA-1 ASSOCIATION PARK / McCOY CREEK - ZONE 21

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION F-SPECIAL PROVISIONS**. (The City reserves the right to increase or decrease any time during the execution and life duration of the contract the quantity of any item and/or annual frequency, and/or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.)

The City reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the City.

Awarding of bid(s) may not occur until approximately 120 days after bid opening date.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: American Heritage Landscape LP

CONTRACTOR'S LICENSE NO.: 891577

AUTHORIZED SIGNATURE: 

TITLE: CFD

DATE: 4/14/21

Professional Services Agreement
City of Calabasas//American Heritage Landscape, LP

COMMON BENEFIT AREA ONE (CBA-1)						
CBA-1 ASSOCIATION PARK / McCOY CREEK - ZONE 21						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
GENERAL PARK MAINTENANCE						
1A	All Blowers or Leaf Blowers need to be ELECTRIC or BATTERY operated.	LS	1	\$ 3.00	365	\$ 750.00
1B	GAS OPERATED BLOWERS	LS	1	\$ 0.00	365	\$ 0.00
2.	Park facility inspection by contractor supervisor, visual/operational.	LS	1	\$ 10.00	52	\$ 520
3.	Walk through inspection with LMD representative.	LS	1	\$ 10.00	12	\$ 120
4.	Litter removal/trash collection and disposal.	EA	7	\$ 0.01	365	\$ 2,810.00
5.	Trash can cleaning.	EA	7	\$ 1.10	104	\$ 800.00
6.	Dog waste receptacle collection disposal and dog bag replacement.	EA	4	\$ 1.50	104	\$ 624.00
7.	Dog waste receptacle cleaning.	EA	4	\$ 1.50	104	\$ 624.00
8.	Litter removal/paved sidewalks, walkways, and pathway, cleanup and weed control.	100 SF	383	\$ 0.06	365	\$ 8,387.00
9.	Bench inspection and cleaning. Includes whipping down of bench with cleaning product.	EA	5	\$ 4.00	52	\$ 1,040.00
10.	Inspect and clean bollards and bollards lights. With cleaning product.	EA	16	\$ 4.00	12	\$ 768.00
11.	Sidewalk cleanup including feces removal and spot washing around perimeter of lake. Very early AM activity.	100 SF	822	\$ 0.05	365	\$ 15,001.00
12.	Insect, disease, pest, and rodent control.	LS	1	\$ 10.00	24	\$ 240.00
13.	Creek bank litter, bottle, paper, and other trash pick-up.	100 SF	435	\$ 0.04	52	\$ 904.00
14.	Completion and return to City of Monthly Quality Control Report (see Appendix A).	EA	1	\$ 50.00	12	\$ 600.00
LAWN AREAS						
15.	Mowing (mulching permitted) and edging.	100 SF	5,049	\$ 0.08	38	\$ 15,348.00
16.	Fertilization.	100 SF	5,049	\$ 0.18	4	\$ 3,635.00
17.	Weed Control	100 SF	5,049	\$ 0.02	12	\$ 1,211.00
18.	Aeration.	100 SF	5,049	\$ 1800.00	1	\$ 1,800.00

COMMON BENEFIT AREA ONE (CBA-1) CBA-1 ASSOCIATION PARK / McCOY CREEK - ZONE 21						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
19.	Mulching (topdressing) under tubular steel fence to within and continuous to lawn areas.	LS	1	\$ 120.00	12	\$ 1,440.00
20.	Dethatching.	100 SF	5,049	\$ 3,000.00	1	\$ 3,000.00
GROUNDCOVER AND SHRUB AREAS						
21.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	153	\$ 0.50	52	\$ 3,978.00
22.	Pruning.	100 SF	153	\$ 4.20	2	\$ 1,285.00
23.	Edging.	LS	1	\$ 20.00	12	\$ 240.00
24.	Fertilization.	100 SF	153	\$ 4.30	4	\$ 2,631.00
25.	Mulching (top dress) all planters.	100 SF	153	\$ 1.25	4	\$ 765.00
26.	Replace annual color plants.	100 SF	7	\$ 175.00	4	\$ 4,900.00
TREES						
27.	Inspect for damage and/or special needs for safety and health.	LS	1	\$ 5.00	52	\$ 260.00
28.	Pruning for vehicular/pedestrian clearances.	LS	1	\$ 10.00	12	\$ 120.00
29.	Maintain tree wells and watering basins, including weeding and mulching.	LS	1	\$ 10.00	12	\$ 120.00
30.	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 10.00	52	\$ 520.00
31.	Develop and manage tree maintenance program.	LS	1	\$ 200.00	1	\$ 200.00
PLANTED SLOPES						
32.	Inspect for damage and special needs to maintain health.	100 SF	460	\$ 0.60	52	\$ 14,352.00
33.	Pruning of shrubs and ground cover.	100 SF	460	\$ 2.00	4	\$ 3,680.00
34.	Edging.	LS	1	\$ 10.00	12	\$ 120.00
35.	Weed control.	100 SF	460	\$ 0.50	12	\$ 2,760.00
36.	Fertilization.	100 SF	460	\$ 1.25	6	\$ 3,450.00
IRRIGATION SYSTEMS						
37.	Operate, observe, and adjust irrigation systems and controller programming.	1,000 SF	567	\$ 0.40	52	\$ 11,793.00
38.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	567	\$ 0.017	12	\$ 120.00

COMMON BENEFIT AREA ONE (CBA-1) CBA-1 ASSOCIATION PARK / McCOY CREEK - ZONE 21						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	ANNUAL AMOUNT
39.	Annual irrigation systems audit.	1,000 SF	567	\$ 1.00	1	\$ 567.00
40.	Potable irrigation water meter reading and recycled meter into lake.	EA	2	\$ 5.00	26	\$ 260.00
41.	Non-potable irrigation water meter reading (water supply to lake).	EA	1	\$ 5.00	26	\$ 130.00
TOTAL AMOUNT BID SCHEDULE IN FIGURES WITH ELECTRIC OR BATTERY BLOWERS/LEAF BLOWERS LINE ITEM 1A EXCLUDING LINE ITEM 1B.						\$ 111,900
TOTAL AMOUNT BID SCHEDULE IN WORDS <u>One hundred and eleven thousand nine hundred dollars and zero cents</u>						
TOTAL AMOUNT BID SCHEDULE IN FIGURES GAS OPERATED BLOWERS/LEAF BLOWERS LINE ITEM 1B EXCLUDING LINE ITEM 1A.						\$ 111,120
TOTAL AMOUNT BID SCHEDULE IN WORDS <u>One hundred and eleven thousand one hundred and twenty dollars and zero cents.</u>						

*For multiplication purposes, treat as (1).

**See Appendix C for "sample" calculation.

Definition of ANNUAL FREQUENCY:

The number of times an action is required within a full year.

For Example:

4 = 4 times an action is required within a full fiscal year.

11 = 1 time a month the action is required within a full fiscal year.

24 = 2 times a month the action is required within a full fiscal year.

52 = 1 time a week the action is required within a full fiscal year.

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN
LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

**(5-YEAR CONTRACT)
APRIL 2021**

CBA-1 ASSOCIATION PARK / McCOY CREEK - ZONE 21

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The award of bid will be based on the lowest bidding schedule total. **The specific unit prices shall govern if there is a mathematical discrepancy in the figures.** The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and actual quantities.

The Agency reserves the right to increase or decrease the quantity of any item and/or annual frequency and/or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 111,900

Bid Schedule Total (in words): one hundred eleven thousand, nine hundred dollars and zero cents.

American Heritage Landscape LP
(Company Name of Bidder)

4/15/2021
(Date)

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE
 MAINTENANCE DISTRICT 22
 IN THE CITY OF CALABASAS, CA 91302**

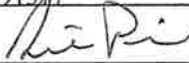
(5-YEAR CONTRACT)

BID SCHEDULE TOTAL

BID SCHEDULE WITH ELECTRICAL BLOWERS	BID SCHEDULE TOTAL
CBA-1 ASSOCIATION PARK / McCOY CREEK - ZONE 21	\$ 111,900
CBA-4 PARK CAPRI, PARK ENTRADA, PARK GRANADA, PARK ORA & PARK SORRENTO - ZONE 24	\$ 59,022
CBA-5 PARKWAY CALABASAS - ZONE 25	\$ 99,002
CALABASAS RD COMMERCIAL DISTRICT - ZONE 26(A)	\$ 26,436
CALABASAS RD OLD TOWN DISTRICT- ZONE 26(B)	\$ 18,272
CIVIC CENTER WAY - ZONE 26(C)	\$ 39,680
CIVIC CENTER SITE - ZONE 26(D)	\$ 41,323
CIVIC CENTER SITE SENIOR CENTER - ZONE 26(D)	\$ 9,012
<u>TOTAL AMOUNT OF ALL BID SCHEDULES IN FIGURES</u>	\$ 404,647
<u>TOTAL AMOUNT OF BID SCHEDULES IN WORDS:</u>	
four hundred four thousand, six hundred forty seven dollars and zero cents.	

NAME OF BIDDER: American Heritage Landscape LP

CONTRACTOR'S LICENSE NUMBER: 891577

AUTHORIZED SIGNATURE 

TITLE: CFO

DATE: 4/14/21

Professional Services Agreement
City of Calabasas//American Heritage Landscape, LP

UNIT PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Unit Prices for Additional Work: Includes Labor and All Material in Unit Price

Item No.	Description			Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus 15 %				
2.	Pop-up sprinkler in place repair or replace	4"	@	\$ 20.00	EA
		6"	@	\$ 25.00	EA
		12"	@	\$ 30.00	EA
3.	Pop-up gear drive sprinkler in place repair or replace	4"	@	\$ 40.00	EA
		12"	@	\$ 80.00	EA
4.	Fixed shrub sprinkler in place repair or replace		@	\$ 20.00	EA
5.	Fixed shrub gear drive sprinkler in place repair or replace		@	\$ 30.00	EA
6.	1-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 12.00	EA
7.	2-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 15.00	EA
8.	5-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 35.00	EA
9.	5-gal Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 40.00	EA
10.	15 gal. Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 120.00	EA
11.	24" box Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 375.00	EA
12.	36" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 1,100.00	EA
13.	48" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)		@	\$ 2,900.00	EA
14.	Hand watering of tree well		@	\$ 3.00	EA
15.	Flat of ground cover install (Includes Amendment, Fertilizer, & Mulch)		@	\$ 45.00	EA
16.	Flat of 4" pot annual color		@	\$ 30.00	Per Flat
17.	Flat of 4" pot perennial color		@	\$ 35.00	Per Flat
18.	Planter bed mulch in place (city approved)		@	\$ 60.00	/Cubic Yard
19.	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$ 185.00	/1,000 Sq. Ft.
20.	Turf aeration		@	\$ 165.00	/1,000 Sq. Ft.
21.	Additional landscape labor		@	\$ 42.00	/Manhour
22.	Additional landscape supervisor		@	\$ 60.00	/Manhour
23.	Additional mowing		@	\$ 180.00	/100 Sq. Ft.
24.	Sod installation		@	\$ 275.00	SF
25.	Seed installation		@	\$ 0.05	SF
26.	Fertilization (shrub bed & turf)		@	\$ 55.00	AS/Acre
27.	Soil test and analysis		@	\$ 120.00	Unit
28.	Plant tissue analysis		@	\$ 120.00	Unit
29.	Plant pathology test		@	\$ 120.00	Unit
30.	Backflow prevention device inspection		@	\$ 150.00	Unit
31.	Pesticide application on trees for disease control: Blight (Not Shot Hole Bore)		@	\$ 40.00	Per Tree

Professional Services Agreement
City of Calabasas//American Heritage Landscape, LP

Item No.	Description		Unit Price	Unit
32.	Landscape Design Services	@	\$ 200.00	Per Hour
33.	Submit disease/pest control records to county agricultural commissioner	@	\$ 45.00	Per occurrence
34.	Insect and disease control of groundcover or shrubs	@	\$ 85.00	10,000 Sq. Ft.

Note: All Contractor's are required to complete the Unit Price List as part of the RFP submittal.

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY THE LANDSCAPE MAINTENANCE COMPANY AND SUBMITTED WITH THE COST PROPOSAL

State of California)
) ss.
County of)

Los Angeles, David Price being first duly sworn, deposes and says that he or she is CFO of American Heritage Landscape, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the cost proposal is genuine and not collusive or sham; that the Landscape Maintenance Company has not directly or indirectly induced or solicited any other Landscape Maintenance Companies to put in a false or sham costs, and has not directly or indirectly colluded, conspired, connived, or agreed with any LMC or anyone else to put in a sham cost proposal, or that anyone shall refrain from proposing; that the Landscape Maintenance Company has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the cost prices of the Landscape Maintenance Company or any other Landscape Maintenance Company, or to fix any overhead, profit, or cost element of the cost price, or of that of any other Landscape Maintenance Company, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Landscape Maintenance Company has not, directly or indirectly, submitted his or her cost price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, cost depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

I certify under penalty of perjury that the above information is correct

By: [Signature] Title: CFO

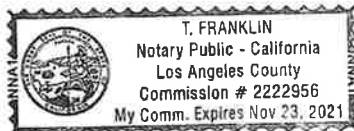
Date: 4/14/21

State of California)
County of LOS ANGELES)

Subscribed and sworn to (or affirmed) before me on this 14th day of April, 2021, by David Price, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]
(Signature of Notary Public)

(Notary Seal)



WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: 4/9/21

American Heritage Landscape LP
(Contractor)

By:

[Signature]
(Signature)

CEO
(Title)

Attest:

By:

(Signature)

(Title)



CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)

5/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME:		
	PHONE (A/C No. Ext):	FAX (A/C No.):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Transportation Insurance Company			20494
INSURER B: Continental Casualty Company			20443
INSURER C: Great American Insurance Company			16691
INSURER D: Everest National Insurance Company			10120
INSURER E:			
INSURER F:			

INSURED
1380066 American Heritage Landscape, LP
dba: American Landscape Management
dba: Custom Lawn Services
7013 Owensmouth Ave
Canoga Park CA 91303

COVERAGES AMEHE08 CERTIFICATE NUMBER: 15740106 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	4022978129	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp. Ded. \$500	N	N	5091505672	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Coll. Ded. \$ 1,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0	N	N	TU8033265812	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CA10002691311	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Equipment Special Form, incl. Theft	N	N	4022978129	4/1/2021	4/1/2022	Scheduled Equip.: \$1,623,639 Leased/Rented: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Re: Landscaps Maintenance of Common Benefit Areas within Landscaps Maintenance District 22: CBA 1 - Zone 21, CBA 4 - Zone 24, CBA 5 - Zone 25; Calabasas Road Commercial District - Zone 26 (A), Calabasas Road Old Town District - Zone 26 (B), Civic Center Way - Zone 26 (C), Civic Center Site - Zone 26 (D). City of Calabasas, its officers, employees, agents and volunteers are an Additional Insured to the extent provided by the policy language or endorsement is used or approved by the insurance carrier.

CERTIFICATE HOLDER 15740106 City of Calabasas 100 Civic Center Way Calabasas CA 91302	CANCELLATION See Attachment
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:

Attachment Code: D463998 Certificate ID: 15740106

CNA	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
------------	--

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such written contract; or
 - B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 1. the written contract requires you to provide the additional insured such coverage; and
 2. this coverage part provides such coverage.
- II. But if the written contract requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or
 - B. additional insured coverage with "arising out of language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75070XX (10-18)

Page 1 of 2

TRANSPORTATION INSURANCE COMPANY

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

Policy No: 4022978129

Endorsement No: 6

Effective Date: 4/1/2021

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Attachment Code: D463998 Certificate ID: 15740106

CNA	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the bodily injury or property damage; or
 2. the offense that caused the personal and advertising injury;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

TRANSPORTATION INSURANCE COMPANY

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

Policy No: 4022978129

Endorsement No: 6

Effective Date: 4/1/2021

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