

ITEM 7 ATTACHMENT 3
PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/Azteca Landscape)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Maintenance Districts 24, 27 & 32 within the City of Calabasas.**
- 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 **December 18, 2017** 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 **December 18, 2017** fee schedule to City attached hereto and included within Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: **February 1, 2018.**
- 3.4 “Expiration Date”: **January 31, 2023.**

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.

Initials: (City) FEJ (Contractor) ALF

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 **Seven Hundred Fifty Thousand Dollars (\$750,000)** 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. **Rita Arellanes** 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.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to

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the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

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 thirty calendar days of 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.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

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.

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 due to 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 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, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700

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(Contractor) RF

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Azteca Landscape

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.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 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.
- 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.

Initials: (City)

(Contractor)

Note: 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 or other security acceptable to the City 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

- 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 with respect to this Agreement.

Initials: (City) SP (Contractor) AT

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 the addressee'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**
Landscape District Manager
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Azteca Landscape
1180 Olympic Dr., Ste. 207
Corona, CA, 92881
Attn: Aurora Farias
Telephone: (909) 673-0889
Facsimile: (909) 673-9192

With courtesy copy to:

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

Initials: (City) HM (Contractor) AF

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, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any 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.

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Azteca Landscape

- 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 and actual 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 shall be enforceable in its amended form. 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 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.

Initials: (City)



(Contractor)



- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19. PREVAILING WAGES

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Azteca Landscape

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

Initials: (City)



(Contractor)




Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Azteca Landscape

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"
Azteca Landscape

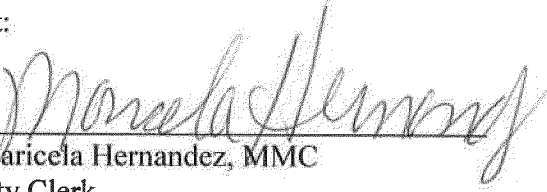
By: 
Fred Gaines, Mayor

By: 
Aurora Farias, President

Date: 2-14-18

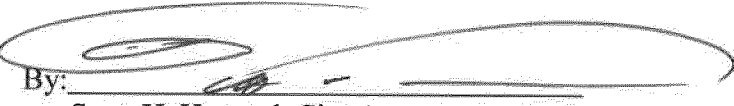
Date: 1-26-18

Attest:

By: 
Maricela Hernandez, MMC
City Clerk

Date: 2/15/18

Approved as to form:

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

Date: 2-14-18

EXHIBIT A
SCOPE OF WORK & FEE SCHEDULE

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

| LANDSCAPE MAINTENANCE DISTRICT 24 | | | | | | |
|--|---|--------|--------------------|------------|------------------|---------------|
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | ANNUAL FREQUENCY | ANNUAL AMOUNT |
| GENERAL MAINTENANCE | | | | | | |
| 1. | Facility inspection by Contractor's supervisor or account manager, visual / operational. | LS | 1 | \$ 25.00 | 52 | \$ 1,300.00 |
| 2. | Walk through inspection with LMD representative. | LS | 1 | \$ 75.00 | 12 | \$ 900.00 |
| 3. | Paved sidewalks, walkways, medians, pathways, and curb and gutter cleanup, sweeping, weed control, and litter removal. | 100 SF | 876 | \$.07 | 52 | \$ 3,188.64 |
| 4. | Insect, disease, pest, and rodent control. | LS | 1 | \$ 409.30 | *As required. | \$ 409.30 |
| LAWN AREAS | | | | | | |
| 5. | Mowing and edging. | 100 SF | 788 | \$.75 | 45 | \$ 26,595.00 |
| 6. | Fertilization. | 100 SF | 788 | \$.50 | 4 | \$ 1,576.00 |
| 7. | Weed control (chemical). | 100 SF | 788 | \$.26 | 3 | \$ 614.64 |
| 8. | Aeration. | 100 SF | 788 | \$ 1.50 | 1 | \$ 1,182.00 |
| 9. | Dethatching. | 100 SF | 788 | \$ 4.50 | 1 | \$ 3,546.00 |
| GROUNDCOVER AND SHRUB AREAS | | | | | | |
| 10. | Inspect, weed, and clean groundcover and shrub beds. | 100 SF | 358 | \$.30 | 52 | \$ 5,584.80 |
| 11. | Shrub pruning in natural form. | 100 SF | 358 | \$.40 | 2 | \$ 286.40 |
| 12. | Edging. | LS | 1 | \$ 9.50 | 12 | \$ 114.00 |
| 13. | Hedge trimming along fence lines, sidewalks, etc. | LF | 2,125 | \$.10 | 4 | \$ 850.00 |
| 14. | Fertilization. | 100 SF | 358 | \$.50 | 4 | \$ 716.00 |
| 15. | Replace annual color plants. | 100 SF | 28 | \$ 150.00 | 4 | \$ 16,800.00 |
| 16. | Mulching. | 100 SF | 358 | \$.55 | 6 | \$ 1,181.40 |
| TREES | | | | | | |
| 17. | Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately. | EA | 521 | \$.23 | 12 | \$ 1,437.96 |
| 18. | Pruning for pedestrian/vehicular clearances. | EA | 521 | \$.14 | 12 | \$ 875.28 |

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

| LANDSCAPE MAINTENANCE DISTRICT 24 | | | | | | |
|---|--|-------------|---------------------------|-------------------|-------------------------|----------------------|
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | ANNUAL FREQUENCY | ANNUAL AMOUNT |
| 19. | Maintain tree wells, including weeding, mulching, leveling, and leveling grates. | EA | 521 | \$.12 | 12 | \$ 750.24 |
| 20. | Inspect and adjust tree stakes, ties and guys. | EA | 521 | \$.09 | 12 | \$ 562.68 |
| 21. | Fertilization. | EA | 521 | \$.10 | 4 | \$ 208.40 |
| PLANTED SLOPES | | | | | | |
| 22. | Inspect for damage and special needs to maintain health. | 100 SF | 1,996 | \$.02 | 12 | \$ 479.04 |
| 23. | Pruning. | 100 SF | 1,996 | \$.42 | 2 | \$ 1,676.64 |
| 24. | Edging. | LS | 1 | \$ 9.50 | 12 | \$ 114.00 |
| 25. | Mulching. | 100 SF | 658 | \$.50 | 6 | \$ 1,974.00 |
| 26. | Weed control. | 100 SF | 1,996 | \$.03 | 12 | \$ 718.56 |
| 27. | Fertilization. | 100 SF | 1,996 | \$.30 | 4 | \$ 2,395.20 |
| IRRIGATION SYSTEMS | | | | | | |
| 28. | Operate, inspect, repair, and adjust/program irrigation systems. | 100 SF | 3,179 | \$.02 | 52 | \$ 3,306.16 |
| 29. | Probe for soil water content and adjust irrigation systems to meet seasonal needs. | 100 SF | 3,179 | \$.03 | 12 | \$ 1,144.44 |
| 30. | Irrigation system audit. | 100 SF | 3,179 | \$.75 | 2 | \$ 4,768.50 |
| TOTAL AMOUNT OF COST BREAKDOWN IN FIGURES | | | | | | \$ 85,255.28 |
| TOTAL AMOUNT OF COST BREAKDOWN IN WORDS _____ | | | | | | |
| EIGHTY FIVE THOUSAND, TWO HUNDRED FIFTY FIVE DOLLARS AND TWENTY EIGHT CENTS. | | | | | | |

***For multiplication purposes, treat as (1).**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

| LANDSCAPE MAINTENANCE DISTRICT 27 | | | | | | |
|--|---|--------|--------------------|-------------|------------------|---------------|
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICES | ANNUAL FREQUENCY | ANNUAL AMOUNT |
| GENERAL MAINTENANCE | | | | | | |
| 1. | Facility inspection by Contractor's supervisor or account manager, visual/operational. | LS | 1 | \$ 25.00 | 52 | \$ 1,300.00 |
| 2. | Walk through inspection with LMD representative. | LS | 1 | \$ 75.00 | 12 | \$ 900.00 |
| 3. | Paved sidewalks, walkways, medians, pathways, and curb and gutter cleanup, sweeping, weed control, and litter removal. | 100 SF | 597 | \$.07 | 52 | \$ 2,173.08 |
| 4. | Insect, disease, pest, and rodent control. | LS | 1 | \$ 309.30 | As required. | \$ 309.30 |
| LAWN AREAS | | | | | | |
| 5. | Mowing and edging. | 100 SF | 136 | \$.75 | 45 | \$ 4,590.00 |
| 6. | Fertilization. | 100 SF | 136 | \$.50 | 4 | \$ 272.00 |
| 7. | Weed control. | 100 SF | 136 | \$.26 | 3 | \$ 106.08 |
| 8. | Aeration. | 100 SF | 136 | \$ 1.50 | 1 | \$ 204.00 |
| 9. | Dethatching. | 100 SF | 136 | \$ 4.50 | 1 | \$ 612.00 |
| GROUNDCOVER AND SHRUB AREAS | | | | | | |
| 10. | Inspect, weed, and clean groundcover and shrub beds. | SF | 4075 | \$.003 | 52 | \$ 635.70 |
| 11. | Shrub pruning in natural form. | SF | 4075 | \$.004 | 26 | \$ 423.80 |
| 12. | Edging. | LS | 1 | \$ 9.50 | 12 | 114.00 |
| 13. | Fertilization. | SF | 4075 | \$.005 | 4 | \$ 81.50 |
| 14. | Replace annual color plants. | SF | 120 | \$ 1.50 | 4 | \$ 720.00 |
| 15. | Mulching. | SF | 4075 | \$.006 | 6 | \$ 146.70 |
| TREES | | | | | | |
| 16. | Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately. | EA | 122 | \$.23 | 12 | \$ 336.72 |
| 17. | Pruning for pedestrian/vehicular clearances. | EA | 122 | \$.14 | 12 | \$ 204.96 |

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

| LANDSCAPE MAINTENANCE DISTRICT 27 | | | | | | |
|--|--|-------------|---------------------------|--------------------|-------------------------|----------------------|
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICES | ANNUAL FREQUENCY | ANNUAL AMOUNT |
| 1. | Maintain tree wells and watering basins, including weeding and mulching, leveling, and leveling tree grates. | EA | 122 | \$.12 | 12 | \$ 175.68 |
| 2. | Inspect and adjust tree stakes, ties and guys. | EA | 122 | \$.09 | 12 | \$ 131.76 |
| 3. | Fertilization. | EA | 122 | \$.10 | 4 | \$ 48.80 |
| 4. | Watering. | EA | 89 | \$.40 | 104 | \$ 3,702.40 |
| IRRIGATION SYSTEMS | | | | | | |
| 5. | Operate, inspect, repair, and adjust/program irrigation systems. | 100 SF | 141 | \$.02 | 52 | \$ 146.64 |
| 6. | Probe for soil water content and adjust irrigation systems to meet seasonal needs. | 100 SF | 141 | \$.03 | 12 | \$ 50.76 |
| 7. | Irrigation system audit. | 100 SF | 141 | \$.75 | 1 | \$ 105.75 |
| TOTAL AMOUNT COST BREAKDOWN IN FIGURES | | | | | | \$ 17,491.63 |
| TOTAL AMOUNT BREAKDOWN IN WORDS | | | | | | |
| SEVENTEEN THOUSAND, FOUR HUNDRED NINETY ONE DOLLARS AND SIXTY THREE CENTS | | | | | | |

***For multiplication purposes, treat as (1).**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

| LANDSCAPE MAINTENANCE DISTRICT 32 | | | | | | |
|--|--|-------------|---------------------------|--------------------|-------------------------|----------------------|
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICES | ANNUAL FREQUENCY | ANNUAL AMOUNT |
| GENERAL MAINTENANCE | | | | | | |
| 1. | Facility inspection by Contractor's supervisor or accounts manager, visual/operational. | LS | 1 | \$ 25.00 | 52 | \$ 1,300.00 |
| 2. | Walk through inspection with HOA/LMD representative. | LS | 1 | \$ 75.00 | 12 | \$ 900.00 |
| 3. | Paved sidewalks, walkways, medians, pathways, and curb and gutter cleanup, sweeping, weed control, and litter removal. | 100 SF | 973 | \$.07 | 260 | \$ 17,708.60 |
| 4. | Insect, disease, pest, and rodent control. | LS | 1 | \$ 209.57 | *As required. | \$ 209.57 |
| LAWN AREAS | | | | | | |
| 5. | Mowing. | 100 SF | 91 | \$.75 | 45 | \$ 3,071.25 |
| 6. | Fertilization. | 100 SF | 91 | \$.50 | 4 | \$ 182.00 |
| 7. | Weed control.(chemical). | 100 SF | 91 | \$.26 | 3 | \$ 70.98 |
| 8. | Aeration. | 100 SF | 91 | \$ 1.50 | 1 | \$ 136.50 |
| 9. | Dethatching. | 100 SF | 91 | \$ 4.50 | 1 | \$ 409.50 |
| GROUNDCOVER AND SHRUB AREAS | | | | | | |
| 10. | Inspect, weed, and clean groundcover and shrub beds. | 100 SF | 23 | \$.30 | 52 | \$ 358.80 |
| 11. | Shrub pruning in natural form. | 100 SF | 23 | \$.40 | 2 | \$ 18.40 |
| 12. | Edging. | LS | 1 | \$ 7.50 | 12 | \$ 90.00 |
| 13. | Fertilization. | 100 SF | 23 | \$.50 | 4 | \$ 46.00 |
| 14. | Replace annual color plants. | SF | 365 | \$ 1.50 | 4 | \$ 2,190.00 |
| 15. | Mulching. | 100 SF | 23 | \$.55 | 6 | \$ 75.90 |
| TREES | | | | | | |
| 16. | Inspect for damage and/or special needs for safety and health. | EA | 262 | \$.23 | 12 | \$ 723.12 |
| 17. | Pruning for pedestrian / vehicular clearances. | EA | 262 | \$.14 | 12 | \$ 440.16 |
| 18. | Maintain tree wells, including weeding, mulching, leveling, and leveling grates. | LS | 1 | \$ 31.44 | 12 | \$ 377.28 |
| 19. | Inspect and adjust tree stakes, ties and guys. | EA | 262 | \$.09 | 12 | \$ 282.96 |

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

| LANDSCAPE MAINTENANCE DISTRICT 32 | | | | | | |
|--|--|-------------|---------------------------|--------------------|-------------------------|----------------------|
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICES | ANNUAL FREQUENCY | ANNUAL AMOUNT |
| 20. | Fertilization. | EA | 262 | \$.10 | 4 | \$ 104.80 |
| 21. | Watering. | EA | 163 | \$.40 | 104 | \$ 6,780.80 |
| IRRIGATION SYSTEMS | | | | | | |
| 22. | Operate, inspect, repair, and adjust/program irrigation systems. | 100 SF | 117 | \$.02 | 52 | \$ 121.68 |
| 23. | Probe for soil water content and adjust irrigation systems to meet seasonal needs. | 100 SF | 117 | \$.03 | 12 | \$ 42.13 |
| 24. | Irrigation system audit. | 100 SF | 117 | \$.75 | 1 | \$ 87.75 |
| TOTAL AMOUNT BREAKDOWN IN FIGURES | | | | | | \$ 35,728.18 |
| TOTAL AMOUNT COST BREAKDOWN IN WORDS _____ | | | | | | |
| THIRTY FIVE THOUSAND, SEVEN HUNDRED TWENTY EIGHT DOLLARS AND EIGHTEEN CENTS | | | | | | |

***For multiplication purposes, treat as (1).**

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

COST BREAKDOWN TOTAL

| COST BREAKDOWN TITLE | COST BREAKDOWN TOTAL |
|---|-----------------------------|
| LANDSCAPE MAINTENANCE DISTRICT 24 | \$ 85,255.28 |
| LANDSCAPE MAINTENANCE DISTRICT 27 | \$ 17,491.63 |
| LANDSCAPE MAINTENANCE DISTRICT 32 | \$ 23,818.78 |
| LANDSCAPE MAINTENANCE DISTRICT 32 (MALIBU HILLS RD. MEDIUMS) | \$ 11,909.39 |
| TOTAL COST BREAKDOWN OF ALL FOUR COST BREAKDOWNS IN FIGURES | \$ 138,475.07 |
| TOTAL AMOUNT OF ALL FOUR COST BREAKDOWNS IN WORDS: ONE HUNDRED THIRTY EIGHT THOUSAND, FOUR HUNDRED SEVENTY FIVE DOLLARS AND SEVEN CENTS. | |

Note: The total combined cost of all three Cost Breakdowns will be considered the base bid for this contract.

NAME OF LANDSCAPE MAINTENANCE FIRM:

Azteca Landscape

CONTRACTOR'S LICENSE NUMBER: 417003

AUTHORIZED SIGNATURE: 

TITLE: Vice-President/CFO

DATE: 12-18-2017

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

UNIT PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Unit Prices for Additional Work

| 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" | @ | \$ 17.50 | EA |
| | | 6" | @ | \$ 20.00 | EA |
| | | 12" | @ | \$ 35.00 | EA |
| 3. | Pop-up gear drive sprinkler in place repair or replace | 4" | @ | \$ 45.00 | EA |
| | | 12" | @ | \$ 75.00 | EA |
| 4. | Fixed shrub sprinkler in place repair or replace | | @ | \$ 25.00 | EA |
| 5. | Fixed shrub gear drive sprinkler in place repair or replace | | @ | \$ 45.00 | EA |
| 6. | 1-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch) | | @ | \$ 10.00 | EA |
| 7. | 2-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch) | | @ | \$ 17.50 | 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) | | @ | \$ 65.00 | EA |
| 10. | 15 gal. Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch) | | @ | \$ 95.00 | EA |
| 11. | 24" box Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch) | | @ | \$ 350.00 | EA |
| 12. | 36" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch) | | @ | \$ 900.00 | EA |
| 13. | 48" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch) | | @ | \$ 3,500.00 | EA |
| 14. | Hand watering of tree well | | @ | \$ 10.00 | EA |
| 15. | Flat of ground cover install (Includes Amendment, Fertilizer, & Mulch) | | @ | \$ 30.00 | EA |
| 16. | Flat of 4" pot annual color | | @ | \$ 25.00 | EA |
| 17. | Planter bed mulch in place (city approved) | | @ | \$ 75.00 | /Cubic Yard |
| 18. | Turf renovation (incl. de-thatch, over seed, top dress) | | @ | \$ 75.00 | /1,000 Sq. Ft. |
| 19. | Turf aeration | | @ | \$ 20.00 | /1,000 Sq. Ft. |
| 20. | Additional landscape labor | | @ | \$ 25.00 | /Manhour |
| 21. | Additional landscape supervisor | | @ | \$ 45.00 | /Manhour |
| 22. | Additional mowing | | @ | \$ 15.00 | /100 Sq. Ft. |
| 23. | Sod installation | | @ | \$ 2.20 | SF |
| 24. | Seed installation | | @ | \$.30 | SF |
| 25. | Fertilization (shrub bed & turf) | | @ | \$ 300.00 | AS/Acre |
| 26. | Soil test and analysis | | @ | \$ 550.00 | Unit |
| 27. | Plant tissue analysis | | @ | \$ 550.00 | Unit |
| 28. | Plant pathology test | | @ | \$ 650.00 | Unit |
| 29. | Backflow prevention device inspection | | @ | \$ 300.00 | Unit |

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS OUTSIDE
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL PROPERTIES
WITHIN LANDSCAPE MAINTENANCE DISTRICT 24, 27, AND 32 WITHIN
THE CITY OF CALABASAS**

IN THE CITY OF CALABASAS, CALIFORNIA

| Item No. | Description | | Unit Price | Unit |
|-----------------|---|---|-------------------|----------------|
| 30. | Pesticide application on trees for disease control | @ | \$ 275.00 | EA |
| 31. | Landscape Design Services | @ | \$ 85.00 | Hour |
| 32. | Submit disease/pest control records to county agricultural commissioner | @ | \$ 300.00 | Per occurrence |
| 33. | Insect, disease and rodent control | @ | \$ 150.00 | 10,000 Sq. Ft. |

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

NON-COLLUSION AFFIDAVIT

State of California)
 R. Wardo ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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 bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Aurora Farias
Signature of Bidder

1180 Olympic Dr Ste 207 Corona Ca 92881

Business Address
25570 Hayes Ave Marieta Ca 92562

Place of Residence

Subscribed and sworn to before me this 21 day of January, 2018

Notary Public in and for the County
of Riverside
State of California. *S. Torrelanca*



My Commission Expires July 29, 2018

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: 1-25-18

(Contractor) *Azteca Landscape*

By: (Signature) *Guioa Farias*

(Title) *president*

Attest: *Rita Arellanes*

By: (Signature) *Rita Aull*

(Title) *Contract Admin.*

**ACTION AGENDA
WEDNESDAY, JANUARY 10, 2018**

CLOSED SESSION – 6:05 P.M.

OPEN SESSION: – 7:03 P.M.

ROLL CALL: – All Present

APPROVAL OF AGENDA:

ANNOUNCEMENTS/INTRODUCTIONS:

ORAL COMMUNICATIONS – PUBLIC COMMENT:

CONSENT ITEMS:

1. Approval of meeting minutes from December 13, 2017 – **APPROVED**
2. Adoption of Resolution No. 2018-1573, approving documents related to the refinancing of the City of Calabasas Community Facilities District No. 98-1 Special Tax Refunding Bonds, Series 1999 and the issuance and sale of the not-to-exceed \$4,100,000 Special Tax Refunding Bonds, Series 2018 – **APPROVED**
3. Adoption of Resolution No. 2018-1575, amending fiscal year 2017-18 Budget for the Capital Improvement Program to incorporate a list of projects funded by Senate Bill 1: The Road Repair and Accountability Act – **APPROVED**
4. Sheriff's Crime Report for November 2017 – **APPROVED**
5. Recommendation to award a five-year professional services agreement to Venco Western Inc. for landscape maintenance of public works street medians, certain sidewalks, parkways, and freeway interchanges in the City of Calabasas in an amount not to exceed \$1,140,051 – **APPROVED**
6. Recommendation to award a five-year professional services agreement to Azteca Landscape for landscape maintenance of the common areas outside individual homeowner associations and commercial properties within Landscape Maintenance Districts 24, 27 and 32 in the City of Calabasas in an amount not to exceed \$750,000 – **APPROVED**

PUBLIC HEARING

7. Introduction of Ordinance No. 2018-358, amending Calabasas Municipal Code Section 9.28.010 of Chapter 9.28 related to loud, unnecessary, and unusual noise, and adopting a new Chapter 9.36 relating to unruly gatherings – ***APPROVED INTRODUCTION***

NEW BUSINESS

8. Update on the Calabasas Klubhouse Preschool Program – ***DIRECTION PROVIDED TO STAFF***
9. Introduction of Ordinance No. 2018-359, amending Chapter 2.04 of the Calabasas Municipal Code relating to City Councilmember salaries – ***APPROVED INTRODUCTION***

INFORMATIONAL REPORTS

10. Check Register for the period of November 29-December 22, 2017
No action taken on this item

TASK FORCE REPORTS:

CITY MANAGER'S REPORT:

FUTURE AGENDA ITEMS:

ADJOURN:

At 8:33 p.m.

This Bond was issued in two
(2) identical counterparts

Bond No. 024072841

Premium: \$12,750.00

FAITHFUL PERFORMANCE BOND

**LANDSCAPE MAINTENANCE OF THE
COMMON AREAS OUTSIDE INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL
PROPERTIES WITHIN LANDSCAPE MAINTENANCE DISTRICTS 24, 27 & 32
WITHIN THE CITY OF CALABASAS
DECEMBER 2017**

KNOW ALL MEN BY THESE PRESENTS that Azteca Landscape as CONTRACTOR and The Ohio Casualty Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Seven Hundred Fifty Thousand and 00/100 Dollars (\$ 750,000.00), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 29th day of January, 2018.

CONTRACTOR*

Azteca Landscape

Corona Fajica

1180 Olympic Drive, Suite 207, Corona, CA 92881

909-673-0889

SURETY*

The Ohio Casualty Insurance Company
790 The City Drive South, Suite 200, Orange, CA 92868

714-634-5716

Andrew Waterbury

Andrew Waterbury, Attorney-in-Fact

* Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

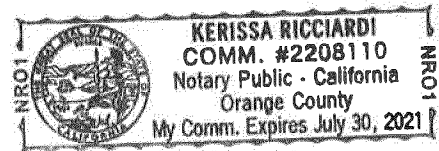
On January 29, 2018 before me, Kerissa Ricciardi, Notary Public
(insert name and title of the officer)

personally appeared Andrew Waterbury
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7707251

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Waterbury

all of the city of Santa Ana, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of March, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

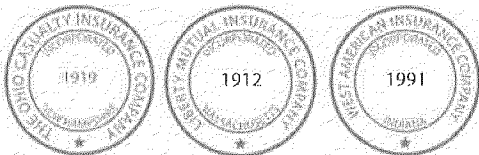
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 20 18



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

MAINTENANCE BOND

**LANDSCAPE MAINTENANCE OF THE
COMMON AREAS OUTSIDE INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL
PROPERTIES WITHIN LANDSCAPE MAINTENANCE DISTRICTS 24, 27 & 32
WITHIN THE CITY OF CALABASAS
DECEMBER 2017**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to Azteca Landscape, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Three Hundred Seventy Five Thousand and 00/100 Dollars (\$ 375,000.00), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under said contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorneys fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 29th day of January, 2018

| | |
|-------------|---|
| CONTRACTOR* | <u>Azteca Landscape</u> <u><i>[Signature]</i></u> <u>1180 Olympic Drive, Suite 207, Corona, CA 92881 909-673-0889</u> |
| SURETY* | <u>The Ohio Casualty Insurance Company</u> <u>790 The City Drive South, Suite 200, Orange, CA 92868 714-634-5716</u> <u><i>[Signature]</i></u> <u>Andrew Waterbury, Attorney-in-Fact</u> |

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On January 29, 2018 before me, Kerissa Ricciardi, Notary Public
(insert name and title of the officer)

personally appeared Andrew Waterbury
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

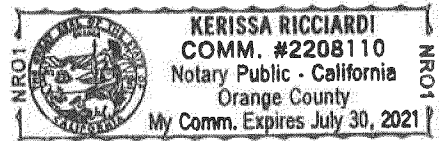
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7707255

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Waterbury

all of the city of Santa Ana, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of March, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 20 18



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PAYMENT BOND

**LANDSCAPE MAINTENANCE OF THE
COMMON AREAS OUTSIDE INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMERCIAL
PROPERTIES WITHIN LANDSCAPE MAINTENANCE DISTRICTS 24, 27 & 32
WITHIN THE CITY OF CALABASAS
DECEMBER 2017**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ Seven Hundred Fifty Thousand and 00/100) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 29th day of January 2018.

Contractor* Azteca Landscape
Rosario Larios

Surety* The Ohio Casualty Insurance Company

Andrew Waterbury, Attorney-in-Fact

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

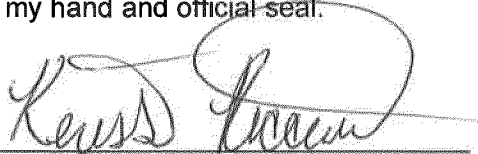
On January 29, 2018 before me, Kerissa Ricciardi, Notary Public
(insert name and title of the officer)

personally appeared Andrew Waterbury
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

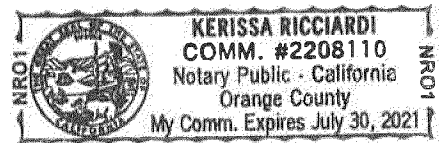
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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The Ohio Casualty Insurance Company West American Insurance Company

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all of the city of Santa Ana, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 2018



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/26/2018

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 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 10505 Sorrento Valley Rd, Suite 200 San Diego CA 92121 | | CONTACT NAME: PHONE (A/C, No, Ext): 858-523-7527 FAX (A/C, No): 858-481-7953 E-MAIL ADDRESS: Gallagher_LevinInfo@ajg.com | |
| INSURED Azteca Landscape, Inc. 1180 Olympic Dr. 207 Corona CA 92881 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: American Fire and Casualty Company | NAIC # 24066 |
| | | INSURER B: West American Insurance Company | NAIC # 44393 |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: 657695488** **REVISION NUMBER:**

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.

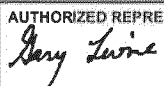
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | BKW1856693592 | 9/1/2017 | 9/1/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | Y | BAA56693592 | 9/1/2017 | 9/1/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | ESA1856693592 | 9/1/2017 | 9/1/2018 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input type="checkbox"/> N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Landscape Maintenance of the Common Areas outside individual Homeowner Associations and Commercial Properties within Landscape Districts 24, 27 & 32 within the City of Calabasas. City and its officers, employees, agents and volunteers are included as additional insured per written contract as respects General Liability per the attached endorsements. The insurance provided in the General Liability policy is primary and any other insurance shall be excess. Waiver of Subrogation applies to Additional Insured's as respects General Liability and Auto Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| City of Calabasas Attn: Heather Melton - Landscape District Manager 100 Civic Center Way Calabasas CA 91302 | 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  |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Blanket as required by written
contract, agreement, or permit
1180 Olympic Dr 207

CORONA, CA 92881

Location(s) Of Covered Operations

Blanket - landscaping operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

62 of 200



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2018

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 SullivanCurtisMonroe Insurance Services 980 Montecito Drive Suite 105 Corona, CA 92879 www.SullivanCurtisMonroe.com License # 0E83670 | CONTACT NAME: PHONE (A/C, No, Ext): 951.493.3300 FAX (A/C, No): 951.493.3399 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Azteca Landscape, Inc. 1180 Olympic Drive, Suite 207 Corona CA 92881 | INSURER A: Redwood Fire and Casualty Ins Co NAIC # 11631 | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |


COVERAGES **CERTIFICATE NUMBER:** 40081511 **REVISION NUMBER:**

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.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | N/A | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | N/A | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | N/A | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> Y ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | AZWC815101 | 4/1/2017 | 4/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Landscape Maintenance of Common Areas Outside Individual Homeowner Associations and Commercial Properties within Landscape Maintenance Districts 24, 27 & 32 within the City of Calabasas.
 Waiver of Subrogation applies in favor of certificate holder as respects to Workers' Compensation per attached policy form.

| | |
|---|---|
| CERTIFICATE HOLDER Re: District 24, 27 & 32 City of Calabasas Attn: Heather Melton - Landscape District Manager 100 Civic Center Way Calabasas CA 91302 | CANCELLATION 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 Chrystal Rott  |
|---|---|

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ACORD 25 (2016/03)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

Waiver Premium

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2017

Policy No. AZWC815101

Endorsement No.

Insured Azteca Landscape, Inc.

Premium \$

Insurance Company

Countersigned by _____

WC 99 04 10B
(Ed. 9-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Blanket as required by written
contract, agreement, or permit

1180 Olympic Dr 207

CORONA, CA 92881

Location And Description Of Completed Operations

Landscaping operations

Blanket

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

| <u>SUBJECT</u> | <u>PAGE</u> |
|--|-------------|
| NON-OWNED AIRCRAFT | 2 |
| NON-OWNED WATERCRAFT | 2 |
| PROPERTY DAMAGE LIABILITY - ELEVATORS | 2 |
| EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) | 2 |
| MEDICAL PAYMENTS EXTENSION | 3 |
| EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B | 3 |
| ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT | 3 |
| PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION | 5 |
| ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE" | 6 |
| WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES | 6 |
| NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES | 7 |
| FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES | 7 |
| KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT | 7 |
| LIBERALIZATION CLAUSE | 7 |
| BODILY INJURY REDEFINED | 7 |
| EXTENDED PROPERTY DAMAGE | 8 |
| WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU | 8 |

of 200
88

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



280

of 208

87

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement of Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**



2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of 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; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



200

of 206

91

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

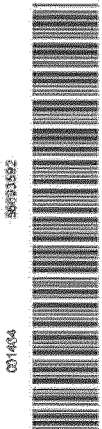
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



280

of 208

95