



CITY of CALABASAS

**ITEM 4 ATTACHMENTS
PROFESSIONAL SERVICES AGREEMENT**

CONTRACT SUMMARY

Name of Contractor:	American Heritage Landscape, LP
City Department in charge of Contract:	Public Works – Landscape Division
Contact Person for City Department:	Heather Melton
Period of Performance for Contract:	November 1 st 2021 to October 31 st 2026
Not to Exceed Amount of Contract:	\$513,000.00 (Five Hundred Thirteen Thousand Dollars)
Scope of Work for Contract:	General Landscape Maintenance for Palatino Homeowner Association within the Landscape Lighting Act District 22

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts:

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

If yes, please provide coverage amounts:

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(City of Calabasas/ *American Heritage Landscape, LP*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **General Landscape Maintenance for Palatino Homeowner Association within the Landscape Lighting Act District 22.**
- 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 **November 1st, 2021** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s **November 1st, 2021** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: November 1ST, 2021.
- 3.4 “Expiration Date”: October 31st, 2026.

4. **TERM**

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

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 **Five Hundred Thirteen Thousand Dollars** (\$513,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Gregory Santamaria** 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 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:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

- 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 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 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

- 11.2 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.
- 11.3 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.
- 11.4 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).
- 11.5 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.
- 11.6 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any

exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.

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**
Telephone: (818) 224-1600

If to Consultant:

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

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, 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.

- 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.

- 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.

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.

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

“City”
City of Calabasas

“Consultant”
American Heritage Landscape, LP

By: _____
James R. Bozajian, Mayor

By: _____
David Price, CEO

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

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

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK / WORK SCHEDULE
SCHEDULE

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

SEPTEMBER 2021

PALATINO – Zone 14

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


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

Awarding of proposal(s) will not occur until approximately 18 days after proposal opening date.

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

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

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

NAME OF PROPOSER: American Heritage Landscape
CONTRACTOR'S LICENSE NO.: 891577
AUTHORIZED SIGNATURE: 
TITLE: CFO
DATE: 9/15/2

Professional Services Agreement
 Providing for Payment of Prevailing Wages
 City of Calabasas//**American Heritage Landscape, LP**

PALATINO HOA - ZONE 14						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
GENERAL MAINTENANCE						
1.	Facility inspection by contractor, visual/operational.	LS	1	\$ 20.00	12	\$ 240.00
2.	Walk through inspection with HOA/LLAD representative.	LS	1	\$ 20.00	12	\$ 240.00
3.	Trash collection and disposal.	LS	1	\$ 10.00	52	\$ 520.00
4.	Trash can cleaning.	LS	1	\$ 10.00	*As required	\$ 10.00
5.	Paved sidewalks, walkways, medians, pathways and parking area cleanup and weed control.	100 SF	463	\$ 0.02	52	\$ 481.52
6.	Insect, disease, pest, and rodent control.	LS	1	\$ 20.00	*As required	\$ 20.00
DRAINAGE FACILITIES						
7.	Inspect, clean and keep clear concrete "V"-ditches, inlets, bench drains, swales, and curb drains.	100 LF	48	\$ 5.20	12	\$ 2,995.20
LAWN AREAS						
8.	Mowing (mulching permitted).	100 SF	529	\$ 0.19	42	\$ 4221.42
9.	Edging.	LS	1	\$ 35.00	42	\$ 1,470.00
10.	Fertilization.	100 SF	529	\$ 0.66	4	\$ 1,396.56
11.	Weed control.	100 SF	529	\$ 0.06	24	\$ 761.76
12.	Aeration.	100 SF	529	\$ N/A	N/A	\$ N/A
13.	Dethatching.	100 SF	529	\$ 1.13	1	\$ 597.77
14.	Overseeding with winter rye grass.	100 SF	529	\$ 1.42	1	\$ 751.18
GROUNDCOVER AND SHRUB AREAS						
15.	Inspect, weed, and clean groundcover and shrub beds.	100 SF	166	\$ 0.34	52	\$ 2,934.88
16.	Pruning.	100 SF	166	\$ 0.75	12	\$ 1,494.00
17.	Edging.	LS	1	\$ 40.00	12	\$ 480.00
18.	Fertilization.	100 SF	166	\$ 1.20	4	\$ 796.80
19.	Replace annual color plants.	100 SF	6	\$ 50.00	4	\$ 1,200.00
20.	Mulching (top dress).	100 SF	166	\$ 6.02	1	\$ 999.32

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
TREES						
1.	Inspect for damage and/or special needs for safety and health.	LS	1	\$ 15.00	6	\$ 90.00
2.	Pruning for pedestrian/vehicular clearances.	LS	1	\$ 20.00	6	\$ 120.00
3.	Maintain tree wells and watering basins, including weeding, rodent control and mulching.	LS	1	\$ 100.00	*As needed.	\$ 100.00
4.	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 100.00	*As needed.	\$ 100.00
5.	Fertilization.	LS	1	\$ 500.00	2	\$ 1,000.00
6.	Development of a tree management program.	LS	N/A	\$ N/A	N/A	\$ N/A
PLANTED SLOPES						
7.	Inspect for damage and special needs to maintain health.	100 SF	3,161	\$ 0.02	24	\$ 1,517.28
8.	Pruning.	100 SF	3,161	\$ 0.91	4	\$ 11,506.04
9.	Edging.	LS	1	\$ 183.00	12	\$ 2,196.00
10.	Weed control.	100 SF	3,161	\$ 0.04	12	\$ 1,517.28
11.	Fertilization.	100 SF	3,161	\$ 0.21	3	\$ 1,991.43
IRRIGATION SYSTEMS						
12.	Operate, observe and adjust irrigation systems.	1,000 SF	386	\$ 1.38	24	\$ 12,784.32
13.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	386	\$ 0.13	12	\$ 602.16
14.	Annual irrigation systems audit.	1,000 SF	386	\$ 1.94	1	\$ 748.84
PARK AND RECREATION – POOL FACILITIES						
15.	Trash collection and disposal.	LS	1	\$ 35.00	52	\$ 1,820.00
16.	Trash can cleaning.	LS	1	\$ 20.00	*As required	\$ 20.00
17.	Inspect all site amenities, sand areas and woodchip areas.	LS	1	\$ N/A	N/A	\$ N/A
TOTAL AMOUNT PROPOSED SCHEDULE IN FIGURES						\$ 57,723.76
TOTAL AMOUNT PROPOSED SCHEDULE IN WORDS						Fifty seven thousand, seven hundred and twenty three dollars and seventy six cents.

* For multiplication purposes, treat as (1).

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER
ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22
IN THE CITY OF CALABASAS, CA 91302**

SEPTEMBER 2021

PALATINO – ZONE 14

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

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

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

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

Proposed Schedule Total: \$ 57,723.76

Proposed Schedule Total (in words): Fifty seven thousand, seven hundred
and twenty three dollars and seventy six
cents.

American Heritage Landscape
(Company Name of Proposer)

9/16/2021
(Date)

EXHIBIT B

UNIT PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT Unit

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

Item No.	Description	Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus		
2.	Pop-up sprinkler in place repair or replace	4" @ \$ 20.00	EA
		6" @ \$ 25.00	EA
		12" @ \$ 30.00	EA
3.	Pop-up gear drive sprinkler in place repair or replace	4" @ \$ 40.00	EA
		12" @ \$ 80.00	EA
4.	Fixed shrub sprinkler in place repair or replace	@ \$ 20.00	EA
5.	Fixed shrub gear drive sprinkler in place repair or replace	@ \$ 30.00	EA
6.	1-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 12.00	EA
7.	2-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 15.00	EA
8.	5-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 35.00	EA
9.	5-gal Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 40.00	EA
10.	15 gal. Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 120.00	EA
11.	24" box Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 375.00	EA
12.	36" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 1,100.00	EA
13.	48" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 2,900.00	EA
14.	Hand watering of tree well	@ \$ 3.00	EA
15.	Flat of ground cover install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 45.00	EA
16.	Flat of 4" pot annual color	@ \$ 30.00	Per Flat
17.	Flat of 4" pot perennial color	@ \$ 35.00	Per Flat
18.	Planter bed mulch in place (city approved)	@ \$ 60.00	/Cubic Yard
19.	Turf renovation (incl. de-thatch, over seed, top dress)	@ \$ 185.00	/1,000 Sq. Ft.
20.	Turf aeration	@ \$ 165.00	/1,000 Sq. Ft.
21.	Additional landscape labor	@ \$ 42.00	/Manhour
22.	Additional landscape supervisor	@ \$ 60.00	/Manhour
23.	Additional mowing	@ \$ 180.00	/100 Sq. Ft.
24.	Sod installation	@ \$ 275.00	SF
25.	Seed installation	@ \$ 0.05	SF
26.	Fertilization (shrub bed & turf)	@ \$ 55.00	AS/Acre
27.	Soil test and analysis	@ \$ 120.00	Unit
28.	Plant tissue analysis	@ \$ 120.00	Unit
29.	Plant pathology test	@ \$ 120.00	Unit
30.	Backflow prevention device inspection	@ \$ 150.00	Unit

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

Item No.	Description		Unit Price	Unit
31.	Pesticide application on trees for disease control: Blight (Not Shot Hole Bore)	@	\$ 40.00	Per Tree
32.	Landscape Design Services	@	\$ 200.00	Per Hour
33.	Submit disease/pest control records to county agricultural commissioner	@	\$ 45.00	Per occurrence
34.	Insect and disease control of groundcover or shrubs	@	\$ 85.00	10,000 Sq. Ft.

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

EXHIBIT C

ANTI-RODENTICIDE PROVISION
(City of Calabasas and American Heritage Landscape, LP.)

This following provision is included in the "Agreement" for Items 2 and 3 between the City and the Consultant:

- "Consultant agrees to comply with all provision of Food and Agriculture Code section 12978.7 and further to not use any pesticide product containing any of the following active ingredients: (A) Brodifacoum, (B) Bromadiolone, (C) Difenacoum, or (D) Difethialone, in the course of completing the scope of services under this Agreement."

"City"
City of Calabasas

"Consultant"
American Heritage Landscape, LP.

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

By: David Price CFO
David Price, CFO

Date: 9/15/21

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

NON-COLLUSION AFFIDAVIT

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

State of California)
County of Los Angeles) ss.

David Price being first duly sworn, deposes and says that he or she is CFO of American Hentay Landscape, the party making the foregoing proposal that the

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

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

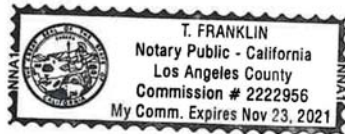
By: [Signature] Title: CFO

Date: 9/15/21

State of California)
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 15th day of September, 2021 by David Price, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]
(Signature of Notary Public) (Notary Seal)



WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

American Heritage Landscape

(Contractor)

By: _____

(Signature)

CFO

(Title)

Attest:

By: _____

(Signature)

(Title)

Professional Services Agreement
 Providing for Payment of Prevailing Wages
 City of Calabasas//American Heritage Landscape, LP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 4/1/2022 3/26/2021

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

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

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER D : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Transportation Insurance Company	20494	INSURER B : Continental Casualty Company	20443	INSURER C : Great American Insurance Company	16691	INSURER D : Everest National Insurance Company	10120	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED 1341601 American Heritage Landscape, LP 7013 Owensmouth Ave Canoga Park CA 91303															

COVERAGES AMEHE08 **CERTIFICATE NUMBER:** 11818421 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	4022978129	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> Comp. Ded. \$500	N	N	5091505672	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Coll Ded. \$ 1,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ \$0	N	N	TUE033265812	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> 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	N/A	CA10002691211	4/1/2021	4/1/2022	<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)

SAMPLE INSURANCE CERTIFICATE

CERTIFICATE HOLDER 11818421 Evidence of Insurance	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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