PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| Name of Contractor: | American Heritage Landscape, LP | | | |
|--|---|--|--|--|
| City Department in charge of Contract: | Landscape LMD 22 Bellagio HOA – Public Works | | | |
| Contact Person for City Department: | Heather Melton | | | |
| Period of Performance for Contract: | March 1st, 2022 to February 28th, 2023 | | | |
| Not to Exceed Amount of Contract: | Five Hundred and Forty Thousand Dollars (540,000.00) | | | |
| Scope of Work for Contract: | Landscape Maintenance of Common Area Within the Association | | | |

Insurance Requirements for Contract:

| X yes \square no - Is General Liability insurance required in this contract? |
|--|
| If yes, please provide coverage amounts: |
| X yes \square 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 \square 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)

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PROFESSIONAL SERVICES AGREEMENT Providing for Payment of Prevailing Wages

(City of Calabasas/ American Heritage Landscape, LP)

1. <u>IDENTIFICATION</u>

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 Limited Partnership ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: General Landscape Maintenance for Bellagio Homeowners 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 *March 1st*, 2022 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 March 1st, 2022 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": March 1st, 2022.
- 3.4 "Expiration Date": February 28th, 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) Ph (Contractor)

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5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Five Hundred and Forty Thousand Dollars (540,000.00) 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.).
- 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.
- 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.

 Andrea Musick shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

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

Initials: (City) (Contractor)

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

Initials: (City) (Contractor)

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

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

11. INSURANCE

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

Initials: (City) (Contractor)

Page 6 of 22 v, 6.0 (Last Update: 07/01/21) 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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

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

Telephone: (818) 224-1600 Facsimile: (818) 225-7338 If to Consultant:

American Heritage Landscape, LP 7013 Owensmouth Ave.
Canoga Park, CA 91303
Attn: David Price
CFO

Telephone: (818)999-2041

Initials: (City) (Contractor)

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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 or medical condition.

- 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 court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

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

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, Ll |
|--|---|
| By: Mary Sue Maurer, City Mayor | By: David Price, CFO |
| Date:3/7/2022 | Date: 2-24-2022 |
| By: Sollid Kindon Meik, City Manager | |
| By: Robert Yalda, P.E., T.E. Public Works Director | _ |
| Date: 2/24/2022 | |
| Attest: By: Maricela Hernandez, MMC, CPMC City Clerk | and) |
| Date: 3/8/2072 | |
| Approved as to form: | |
| By: Watthew ? Seumone. | |
| Matthew T. Summers Colantuono, Highsmith & Whatley, PC City Attorney | |

Date: 3/7/2022

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:

| and further to not use any pesticide product | sion of Food and Agriculture Code section 12978.7 containing any of the following active ingredients: Difenacoum, or (D) Difethialone, in the course of Agreement." |
|---|---|
| "City" City of Calabasas By: Robert Yalda, P.E., T.E. Public Works Director/City Engineer Date: 2/24/2022 | "Consultant" American Heritage Landscape, LP By: David Price, CFO Date: 2-24-2022 |
| By: Maricela Hernandez, MMC City Clerk 2/4/2022 | ronel |

EXCIBIT A CITY MANAGER'S LETTER



February 3rd 2022

The City has established an emergency contractor to allow the City to quickly contract with contractors during emergency situations. Venco Western, Inc. has cancelled all current City contracts effective Immediately because the City is unwilling to increase their rates by 35%. Venco Western, Inc. provides landscaping maintenance service to the City as well as multiple homeowner association's throughout the City. This constitutes an emergency situation and the City will be unable to comply with normal purchasing, bidding, and contracting requirements but will nevertheless have a need to quickly and efficiently contract for services. Therefore, the objective of this Agreement is for the Contractor to provide such services as further designated herein in Sections A and B (Scope of Work and Fee Schedule) on an emergency basis until such time as the City can resume its normal purchasing, bidding, and contracting procedures.

Sincerely,

Kindon Meik City Manager

> City of Calchaum 26136 Morean Rand Calchum, CA 91302-3172 Ph; (618) 878-4225 Fax: (818) 878-4215

EXCIBIT B CONTRACTOR'S LETTER



Since 1973 - Services in Los Angeles, Ventura, and Orange Counties

February 3,2022

City of Calabasas 100 Civic Center Way Calabasas CA 91302 Attention: Heather Melton

Re:

Beliagio HOA ~ Zone 4

Dear Heather,

American Heritage is agreeing to assist with the unforeseen situation and will provide landscape maintenance service for Bellagio HOA, Zone 4. We will perform the services at the existing cost incorporating the discussed modifications at the meeting on 1/27/22. The enclosed frequency schedule changes will begin starting March 1st 2022.

Sirverely,

Andrea Musick Director of Maintenance

| | Bellagio | ~ Zone 4 | | | |
|--|------------|-----------------------|---------------|---------------------|-------------|
| Description | Unit | Estimated Quantity | Unit Prices | Annual Frequency | Amount |
| GENERAL MAINTENANCE | | | | | |
| Facility inspection by contractor, visual/operational | LS | 1 | \$69.12 | 26 | \$1,797.02 |
| Walk through inspection with HOA/LLAD representative | LS | 1 | \$103.09 | 12 | \$1,237.02 |
| Litter removal/cleanup and weed control on paved sidewalks, walkways, medians, pathways, parking area, entries, and exists | 100 SF | 217 | \$69.84 | 48 | \$3,352.34 |
| Insect disease and pest control | LS | 217 | \$206.25 | 6 | \$1,237.52 |
| Completion and return to the City of Monthly Quality Control Report (See Appendix A) DRAINAGE FACILITIES | EA | 1 | \$110.75 | 12 | \$1,329.02 |
| ditches, inlets, bench drains, swales and curb drains | 100 LF | 104 | | 12 | \$10,092.74 |
| LAWN AREAS | | | | | |
| Mowing (mulching permitted) and edging | 100/SF | 443 | | | |
| Fertilization | 100/SF | 443 | | | |
| Weed Control | 100/SF | 443 | \$697.47 | 2 | \$1,394.94 |
| Aeration ~ to be proposed as an additional service | 100/SF | 443 | | EXTRA | \$0.00 |
| Dethatching ~ to be proposed as an additional service | 100/SF | 443 | | EXTRA | \$0.00 |
| GROUNDCOVER AND SHRUB AREAS (non-s | lope) Entr | ries, Monumei | nt Corners an | d Parkways | |
| Inspect weed and clean groundcover and shrub beds | 100/SF | 1139 | | | |
| Pruning | 100/SF | 1139 | | | |
| Edging | LS | 1 1 | | | |
| Fertilization | 100/SF | 1139 | \$360.11 | 4 | \$1,440.42 |
| Replace Annual Color Plants ~ to be proposed as an additional service | 100/SF | 23 | | EXTRA | |
| Mulching (Top Dress) | 100/SF | 1139 | | | |
| TREES | | | | | |
| Inspect of damage and/or special needs for safety and health | LS | 1 | . \$78.46 | 12 | \$941.46 |
| Pruning for pedestrian/vehicular clearances (up to 12') | LS | 1 | \$130.46 | 12 | \$1,565.46 |
| Maintain tree wells and watering basins including weeding | LS | | | 26 | \$1,144.26 |
| Inspect and adjust tree stakes, ties and guys | LS | 1 | \$89.73 | 12 | \$1,076.70 |
| Fertilization | LS | | \$360.26 | . 4 | \$1,441.02 |

| | ment of a tree management | | | | 40.00 | |
|-----------|------------------------------------|----------|---|-------|-------------|--|
| program | | LS | 1 | EXTRA | \$0.00 | |
| | D SLOPES | | | | | |
| Inspect | for damage and special needs to | | | | | |
| | n health | 100/SF | 4,390 | 12 | \$3,917.82 | |
| Pruning | shrubs & lowering groundcover | 100/SF | 4,390 | 6 | \$7,535.03 | |
| Edging | | LS | 1 | 12 | \$3,182.46 | |
| Weed co | ontrol | 100/SF | 4,390 | 6 | \$6,129.63 | |
| Fertiliza | tion | 100/SF | 4,390 | 3 | \$3,917.82 | |
| Mulchin | g Flat areas along streets and | | | | | |
| walkwa | ys. Where the slope meets edge of | 100/SF | 43 | | \$1,536.18 | |
| IRRIGAT | TION SYSTEMS | | | | | |
| Operate | e, observe and adjust irrigation | | | | | |
| systems | ~ to be proposed as an additional | | | | | |
| service | | 1,000/SF | 600 | EXTRA | \$0.00 | |
| Probe fo | or soil water content and adjust | | | | | |
| irrigatio | n systems to meet seasonal needs | 1,000/SF | 600 | EXTRA | \$0.00 | |
| Annual | irrigation system audit ~ to be | | | | | |
| | ed as an additional service | 1,000/SF | 600 | EXTRA | \$0.00 | |
| Potable | Irrigation water meter reading | EA | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | AMOUNT BID SCHEDULE IN FIGURE | S | | | \$83,640.50 | |
| | | | Eighty three thousand six hundred forty dollars | | | |
| TOTAL | AMOUNT BID SCHEDULE IN WORDS | | and fifty cents | | | |
| | | | , | | | |
| * | For multiplication purposes trea | t as (1) | | | | |
| ** | See Appendix C for "sample" cal | | | | | |
| Note: | Brush Clearance is not part of the | | 1 | | | |

| Unit Price List | | | |
|--|---------------|----------------|----------------|
| Prices for Additional Work: Includes Labor and Material in Unit | Price | | |
| Description | rice | Unit Price | Unit |
| Misc irrigation system repair parts @ cost plus 15% | | - Cilitaria de | |
| Pop Up sprinkler in place repair of replace | 4" | \$22.00 | |
| . op op spinning in place repair of replace | 6" | \$29.00 | EA |
| | 12" | \$38.00 | EA |
| Pop Up gear drive sprinkler in place repair or replace | 4" | \$32.00 | EA |
| op op Sear arme oprimmer in place repair of replace | 12" | \$39.00 | EA |
| Fixed shrub sprinkler inplace or repair | 12 | \$24.00 | EA |
| Fixed shrub gear drive sprinkler inplace or repair | | \$34.00 | EA |
| Standard Shrubs | | 754.00 | L/ (|
| 1 Gal shrub/Perennial install ~ includes all ammendments | | \$19.00 | EA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$28.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$42.00 | EA |
| Patented Shrubs | | ў+2.00 | LA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$54.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$70.00 | EA |
| o da sin asyr cremmar instant includes an animenaments | | \$70.00 | LA |
| 5 Gal Tree in place (stakes included) ~ includes all ammendents w | // mulch | \$118.00 | EA |
| 15 Gal Tree in place (stakes included) ~ includes all ammendents | | \$194.00 | EA |
| 24" Box Tree in place (stakes included) ~ includes all ammendent | | \$447.00 | EA |
| 36" Box Tree in place (stakes included) ~ includes all ammendent | | \$1,289.00 | EA |
| 48" Box Tree in place (stakes included) ~ includes all ammendent | | \$2,690.00 | EA |
| Hand Watering Tree Well | | \$68.00 | EA |
| Standard Flats ground cover installed ~ includes all ammendment | ts | \$42.00 | EA |
| Patented Flats ground cover installed ~ includes all ammendmen | | \$60.00 | Per Flat |
| Standard Flat of 4" color ~ w/ ammendments | | \$42.00 | Per Flat |
| Specialty Flat 4" Color ~ Kale, Double Impatiens, Angelonia w/am | mendments | \$52.00 | Per Flat |
| Premium Color/Perennial Flat 4" pot w/ ammendments | | \$90.00 | Per Flat |
| Planter Bed Mulch in place (City Approved) | | \$125.00 | cu yd |
| Turf Rennovation (dethatch, over-seed, top dress) | | \$0.68 | 1,000 sq ft |
| Turf Aeration | | \$0.32 | 1,000 sq ft |
| Addditional Landscape Labor | | \$40.00 | man/hr |
| Additional Landscape Supervisor/Irrigation Technician | | \$70.00 | man/hr |
| Additional Mowing | | \$0.23 | 100/sq ft |
| Sod Installation | | \$8.25 | SF |
| Seed Installation | | \$1.25 | SF |
| Fertilizer (Shrub bed or turf) | 3 | \$410.00 | AS/Acre |
| Soil Test and analysis | | \$215 | Unit |
| Plant Tissue Anaysis | | \$215 | Unit |
| Plant Pathology Test | | \$340.00 | Unit |
| Backflow Prevention Inspection | | \$420.00 | Unit |
| Pesticide application on trees for disease control: Blight, (not Sho | t Hole Borer) | \$225.00 | Tree |
| Landscape Design Services | | \$198.00 | Hour |
| Submit disease/pest control records to county commissioner | | \$270.00 | Per Occurrence |
| Insect & Disease Control of Groundcover & Shrubs | | \$623.00 | 10,000 Sq ft |

RIDER

U.S. SPECIALTY INSURANCE COMPANY

To be attached to and form a part of:

Bond No. 1001093842

Bond Amount: \$708,589.76

Type of Bond: PERFORMANCE AND PAYMENT BOND

Executed by <u>AMERICAN HERITAGE LANDSCAPE, LP</u>, as Principal, and by <u>U.S. SPECIALTY INSURANCE</u> <u>COMPANY</u>, as Surety, in favor of <u>THE CITY OF CALABASAS</u> and dated <u>FEBRUARY 17, 2022</u>.

In consideration of the premium charged for the attached bond, it is hereby agreed to change: **THE BOND NUMBER**

From:

1001093842

To:

1001093843

This rider is effective February 17, 2022

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this 22nd day of February, 2022.

U.S. SPECIALTY INSURANCE COMPANY

By

ADRIANA VALENZUELA, Attorney-in-Fact



Surety Group 801 S Figueroa Street, Suite 700 Los Angeles, CA 90017 USA Tel: 310-649-0990

Bond Number 1001093842
Initial Premium \$ seducind as performance bons

PAYMENT BOND - PUBLIC WORKS

| KNOW ALL MEN BY THESE PRESENTS, That we, _ | American Heritage Landscape, LP |
|--|--|
| KNOW ALL MEN BI THESE PRESENTS, THAT WE, _ | as Principal, |
| and U.S. Specialty Insurance Company | , a corporation organized and existing under the laws of the State |
| of Tevas and authorized to transact | t a general surety business in the State ofasas |
| Surety are held and firmly bound unto | The City of Calabasas as Obligee, |
| in the sum of Seven Hundred Eight Thousand Five Hundred | Eighty Nine & 76/100 Dollars (\$ 708,589.76), lawful money |
| of the United States of America, for the payment when | reof, well and truly to be made, we hereby bind ourselves, our heirs, |
| executors, administrators, successors and assigns, join | ntly and severally, firmly by these presents. |
| , | |
| THE CONDITION OF THIS OBLIGATION IS SUCH, to | hat |
| WHEREAS, the above-bounden Principal has entered | into a contract dated March 1, 2022 |
| with said Obligee to do and perform the following work | , to wit: |
| Professional Services Agreement for Landscape LMD 22 Calabasas Park Estates Landscape LMD 22 Calabasas Hills and Estandscape LMD 22 Las Villas HOA Landscape LMD 22 Bellagio HOA LMD 22 Calabasas Park HOA | s tates HOA |
| materialmen and all persons who shall supply such D | ipal shall faithfully pay all laborers, mechanics, subcontractors, erson or persons, or subcontractors, with materials and supplies for hull and void; otherwise it shall remain in full force and effect. |
| Signed, sealed and dated this 17th day of | February , <u>2022</u> . |
| American Heritage Landscape, LP Principal | U.S. Specialty Insurance Company Surety |
| By: Mus Kin | By: Adriana Valenzuela Afforney in Fact |



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DENNIS LANGER, THOMAS MCCALL, JANINA MONROE, TIMOTHY NOONAN CHARLES R. TETER, III, JENNIFER OCHS, ADRIANA VALENZUELA of Los Angeles, CA

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of FEBRUARY 2012.

Corporate Seals
Bond No. 1001093843

Agency No. 5020 - PDF POA

Kio Lo, Assistadt Secretary

| CALIFORNIA ALL-PURPOSE ACKNOWL | EDGMENT CIVIL CODE § 1189 |
|--|--|
| while ar other officer completing this r | pertificate verifies only the identity of the individual who signed the donot the truthfulness, accuracy, or validity of that document. |
| State of California |) |
| County of LOS ANGELES | _) |
| Change 27,7022 perore me | RHONDA LARSON, NOTARY PUBLIC |
| Date Delore Hic, | Here Insert Name and Title of the Officer |
| personally appeared | ADRIANA VALENZUELA |
| personally appeared | Name(s) of Signer(s) |
| RHONDA LARSON Notary Public - California Los Angeles County Commission # 2329998 My Comm. Expires Jun 27, 2024 | Sknowledged to me that ketshe/they executed the same at by higher/they signature on the instrument the person() acted, executed the instrument. I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct. WITNESS my and are official seal. Signature of Notary Public RHONDA LARSON, NOTARY PUBLIC |
| fraudulent reattachment | OPTIONAL ng this information can deter alteration of the document or of this form to an unintended document. |
| Description of Attached Document | Document Date: |
| Number of Pages: Signer(s) Other | er Than Named Above: |
| Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conserva | Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact |

CALIFORNIA ALL-PURPOSE ACKNOWLEDQMENT

| HADRIAN CANADA NA | |
|--|--|
| A notary public or other officer completing this certific document to which this certificate is attached, and not | cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document. |
| State of California |) |
| County of Los Angeles |) |
| On February 21, 2022 before me, La | aura Diana Martinez, Notary Public |
| Date | Here Insert Name and Title of the Officer |
| personally appeared David G. Price | |
| | Name(s) of Signer(s) |
| subscribed to the within instrument and acknow | ry evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument 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. |
| LAURA DIANA MARTINEZ Notary Public - California Los Angeles County Commission # 2245724 My Comm. Expires Jun 11, 2022 | Signature Signature of Notary Public |
| Though this section is optional, completing th | PTIONAL is information can deter alteration of the document or his form to an unintended document. |
| Description of Attached Document | |
| Title or Type of Document: Payment Bond | Document Date:02/17/2022 |
| Number of Pages: Signer(s) Other Th | han Named Above: Adriana Valenzuela, Attorney in Fac |
| Capacity(ies) Claimed by Signer(s) Signer's Name: David G. Price | Signer's Name: |
| △ Corporate Officer — Title(s): Principal | ☐ Corporate Officer — Title(s): ☐ |
| ☐ Partner ─ ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact | ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer is Representing: |
| TOTAL CONTROL OF THE UNITED STATE OF THE PROPERTY OF THE PROPE | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| A notary public or other officer completing this cert document to which this certificate is attached, and no | ificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document. |
|---|--|
| State of California |) |
| County of Los Angeles |) |
| | Laura Diana Martinez, Notary Public |
| On February 21, 2022 before me, | Here Insert Name and Title of the Officer |
| D 14 O Drive | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| personally appearedDavid G. Price | Name(s) of Signer(s) |
| subscribed to the within instrument and ackn | |
| 8 | 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. |
| LAURA DIANA MARTINEZ Notary Public - California Los Angeles County Commission # 2245724 My Comm. Expires Jun 11, 2022 | Signature of Notary Public |
| Place Notary Seal Above | OPTIONAL |
| Though this section is optional, completing | this information can deter alteration of the document or this form to an unintended document. |
| Description of Attached Document Title or Type of Document: Number of Pages: 1 Signer(s) Other | nd Document Date: 02/17/2022 Than Named Above: Adriana Valenzuela, Attorney in Fac |
| Capacity(ies) Claimed by Signer(s) Signer's Name:David G. Price Corporate Officer — Title(s):Principal Partner —LimitedGeneral IndividualAttorney in Fact TrusteeGuardian or Conservator Other:Signer Is Representing: | Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact |
| Signer is Representing: | Olgitor is representing. |



CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY) 10/28/2021

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).

| this certificate does not confer rights to the certificate holder in | | |
|--|--|--------|
| PRODUCER Lockton Insurance Brokers, LLC | PHONE (A/C, No. Ext): (A/C, No. | |
| License #0F15767 4275 Executive Square, Suite 600 | E-MAIL ADDRESS: | |
| La Jolla CA 92037 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| (858) 587-3100 | INSURER A: Transportation Insurance Company | 20494 |
| INSURED 1380066 American Heritage Landscape, LP dba: American Landscape Management dba: Custom Lawn Services | INSURER B: Continental Casualty Company | 20443 |
| | INSURER C: Great American Insurance Company | 16691 |
| | INSURER D: Everest National Insurance Company | 10120 |
| | INSURER D : EVELEST National distrance Company | |
| 7013 Owensmouth Ave | INSURER E: | - |
| Canoga Park CA 91303 | INSURER F: | WWWW |
| OFFICATE NUMBER | | XXXXXX |

COVERAGES AMEHEOS CERTIFICATE NUMBER: 15740106 REVISION NUMBER: XXXXXXX

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.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSIR TYPE OF INSURANCE INSURANC

| EXCLUSIONS AND CONDITIONS OF SUCH P | | ADDL SUBR POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS | | |
|-------------------------------------|---|-------------------------|---|---|--------------|----------|--|--------------------------|
| SR | CENERAL CENERAL LIABILITY | Y | - | 4022978129 | 4/1/2021 | 4/1/2022 | DAMAGE TO RENTED | s 1,000,000 s 500,000 |
| 1 | CLAIMS-MADE X OCCUR | | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | MED EXP (Any one person) | s 5,000 |
| 1 | X 10,000 Ded. | | | | | | PERSONAL & ADV INJURY | s 1,000,000 |
| 1 | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| 1 | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | POLICY X PROLOC | | | | | | | \$ |
| | OTHER: | | | | 4/1/2021 | 4/1/2022 | COMBINED SINGLE LIMIT (Ea accidant) | \$ 1,000,000 |
| 3 | AUTOMOBILE LIABILITY | | N | a a | 47 [7.1.02] | | BODILY INJURY (Per person) | S XXXXXXX |
| W | X ANY AUTO | | | | | | BODILY INJURY (Paraccident) | S XXXXXXX |
| | OWNED SCHEDULED | | | | | | PROPERTY DAMAGE (Per accident) | 5 XXXXXXX |
| | X HIRED X NON-OWNED AUTOS ONLY | | | | | | Coll Ded | \$ 1,000 |
| | X Comp. Ded. S | | | | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE | s 5,000,000 |
| 2 | UMBRELLA LIAB X OCCUR | N | И | TUE033265812 | | | AGGREGATE | s 5,000,000 |
| _ | X EXCESS LIAB CLAIMS-MADE | | | | | | | s XXXXXXX |
| | DED RETENTIONS SO | | | | | | X PER OTH- | |
| _ | WORKERS COMPENSATION | l N/A | И | CA10002691211 | 4/1/2021 | 4/1/2022 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| D | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N | | | | | | E.L. DISEASE - EA EMPLOYE | s 1,000,000 |
| | OFFICER/MEMBER EXCLUDED/ | | | | 1 | | E.L. DISEASE - POLICY LIMIT | s 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | - | - | 4000000120 | 4/1/2021 | 4/1/2022 | Scheduled Equip.: \$1,623 | ,659 |
| A | Contractor's Equipment Special Form, incl. Theft | N | N | 4022978129 | | | Leased/Rented: \$100,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AGORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

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THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED TO THE CARRIERS LISTED AND THE POLICY TERM(S) REPERCED.

THIS CERTIFICATE SUPERSED SALL PREVIOUSLY ISSUED TO THE CARRIERS LISTED AND THE POLICY TERM(S) REPERCED.

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED TO THE CARRIERS LISTED AND THE POLICY TERM(S) REPERCED.

THIS CERTIFICATE SUPERSED SALL PREVIOUSLY ISSUE

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

| insurance provided to Additional Insured(s) is primary and rendorsement issued or approved by the insurance carrier. | DED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required) non-contributory to the extent provided by the policy language | |
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ACORD 25 (2016/03)

Code: D403998 Certificate ID: 15740106

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or englneering activities; or
 - B. any premises or work for which the additional Insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part: Policy No: 4022978129

CNA75079XX (10-16)

6

Page 1 of 2

TRANSPORTATION INSURANCE COMPANY

Effective Date: 4/1/2021

Endorsement No:

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| Name of Contractor: | American Heritage Landscape, LP | | | |
|--|--|--|--|--|
| City Department in charge of Contract: | Landscape LMD 22 Calabasas Hills and Estates HOA – Public Works | | | |
| Contact Person for City Department: | Heather Melton | | | |
| Period of Performance for Contract: | March 1 st , 2022 to February 28 th , 2023 | | | |
| Not to Exceed Amount of Contract: | One Million Five Hundred Thousand Dollars (\$1,500,000.00) | | | |
| Scope of Work for Contract: | Landscape Maintenance of Common Area Within the Association | | | |

Insurance Requirements for Contract:

| X yes \square no - Is General Liability insurance required in this contract? |
|--|
| If yes, please provide coverage amounts: |
| X yes \(\subseteq \text{no - Is Auto insurance required in this contract?} \) |
| 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. |

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 Limited Partnership ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: General Landscape Maintenance for Calabasas Hills and Estates Homeowners 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 *March 1st*, 2022 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 March 1st, 2022 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": March 1st, 2022.
- 3.4 "Expiration Date": February 28th, 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) (Contractor)

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5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million Five Hundred Thousand (\$1,500,000.00) unless specifically approved in advance and in writing by City.
- 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.).
- 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.
- 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.

 Andrea Musick shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

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

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. **RELATIONSHIP OF PARTIES**

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

9. <u>CONFIDENTIALITY</u>

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 incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

(City) (Contractor)

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

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

Initials: (City) (Contractor)

Page 6 of 22 v. 6.0 (Last Update: 07/01/21) 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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

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

Telephone: (818) 224-1600 Facsimile: (818) 225-7338

If to Consultant:

American Heritage Landscape, LP 7013 Owensmouth Ave. Canoga Park, CA 91303 Attn: David Price

CFO

Telephone: (818)999-2041

Initials: (City) (Contractor)

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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 or medical condition.

Initials: (City) (Contractor)

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- 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 court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Initials: (City) (Contractor)

- 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 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or rebroadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

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

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: Mary Sue Maurer, City Mayor | By: David Price, CFO |
| Date: 3/7/2022 | Date: 2-24-2022 |
| By: Shil Kindon Meik, City Manager | |
| Date: 3/7/2022 By: Robert Yalda, P.E., T.E. Public Works Director | 901_ |
| Date: 2/24/2022 | |
| Attest: By: Maricela Hernandez, MMC, CPM City Clerk | wend/ |
| Date: 3/8/22 | |
| Approved as to form: | |
| By: Watthew ? Summe. | |
| Matthew T. Summers Colantuono, Highsmith & Whatley City Attorney | y, PC |

Date: 3/7/2022

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:

| and further to not use any pesticide product | sion of Food and Agriculture Code section 12978.7 containing any of the following active ingredients: Difenacoum, or (D) Difethialone, in the course of Agreement." |
|---|---|
| "City" City of Calabasas By: Robert Yalda, P.E., T.E. Public Works Director/City Engineer Date: 2/24/2022 | "Consultant" American Heritage Landscape, LP By: David Price, CFO Date: 2-24-2622 |
| Attest: By: Maricela Hernandez, MMC City Clerk 2027 | nd |

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

EXCIBIT A CITY MANAGER'S LETTER



February 3rd 2022

The City has established an emergency contractor to allow the City to quickly contract with contractors during emergency situations. Venco Western, Inc. has cancelled all current City contracts effective immediately because the City is unwilling to increase their rates by 35%. Venco Western, Inc. provides landscaping maintenance service to the City as well as multiple homeowner association's throughout the City. This constitutes an emergency situation and the City will be unable to comply with normal purchasing, bidding, and contracting requirements but will nevertheless have a need to quickly and efficiently contract for services. Therefore, the objective of this Agreement is for the Contractor to provide such services as further designated herein in Sections A and B (Scope of Work and Fee Schedule) on an emergency basis until such time as the City can resume its normal purchasing, bidding, and contracting procedures.

Sincerely,

Kindon Meik City Manager

> Clay of Calabanas 26136 Misrosas Road Calabanas, CA \$1302-3172 Pix (818) 878-4225 Fan: (818) 878-4218

EXCIBIT B CONTRACTOR'S LETTER



Since 1973 • Services in Los Angeles, Ventura, and Orange Counties

February 3,2022

City of Calabasas 100 Civic Center Way Calabasas CA 91302 Attention: Heather Melton

Re Calabasas Hills & Calabasas Hills Estates HOA ~ Zone 6

Dear Heather,

American Heritage is agreeing to assist with the unforeseen situation and will provide landscape maintenance service for Bellagio HOA, Zone 4. We will perform the services at the existing cost incorporating the discussed modifications at the meeting on 1/27/22. The enclosed frequency schedule changes will begin starting March 1st 2022.

Sincerely,

Andrea Musick Director of Maintenance

EXCIBIT C SCOPE OF WORK/FEE SCHEDULE

| | | • | | Estima | ted | | Annual | |
|--------------------------------|------------------------|-------------------|-----------|----------|------|---------------|------------|---------------|
| | Description | | Unit | Quanti | ity | Unit Prices | Frequency | Amount |
| GENERAL MAI | NTENANCE | | | | | | | |
| Facility inspect | ion by contra | ctor, | | | | | | |
| visual/operation | | | LS | | 1 | \$61.88 | 26 | \$1,608.92 |
| Walk through representative | | th HOA/LLAD | LS | | 1 | 587.41 | 12 | \$1,048.92 |
| Litter Remova | | weed control | | | | 007.1.2 | | 02,010 |
| on paved side | | | | | | | | |
| pathways park | | • • | 100/SF | | 735 | \$325.82 | 52 | \$16,942.56 |
| Insect, disease | | | LS | + | 4 | | | \$1,248.92 |
| Completion ar | | | | + | | | | |
| Quality Contro | | | EA. | | 1 | \$67.41 | 12 | 5808.92 |
| DRAINAGE FA | | Серрения | | 1 | | V-11.15 | | |
| | | r concrete "V" | | _ | | | | |
| ditches, inlets, | | | | | | | | |
| curb drains | | , | | | 288 | \$456.40 | 12 | \$5,476.84 |
| LAWN AREAS | | | | | | | | |
| | | | | | | | | |
| Mowing (mulc | hing permitte | ed) and edging | 100/SF | | 2580 | \$613.37 | 42 | |
| Fertilization | | | 100/SF | | 2580 | \$780.78 | | \$3,123.12 |
| Weed Control | | | 100/SF | | 2580 | \$305.41 | 12 | \$3,664.92 |
| Aeration ~ to I | e proposed a | is an additional | | | | | | |
| service | | | 100/SF | N/A | | | EXTRA | \$0.00 |
| Dethatching ~ | - • | ed as an | | l | | | | |
| additional sen | | | 100/SF | N/A | | | EXTRA | \$0.00 |
| Winter Rye gra | iss over see di | ng in entry areas | | | | | | |
| and pool area | | | 100/SF | | 150 | | EXTRA | \$0.00 |
| GROUNDCOV | ER AND SHRU | B AREAS (non-si | ope) Entr | ies, Mon | umen | t Corners and | 1 Parkways | |
| inspect weed | and clean gro | undcover and | | | | | | |
| shrub beds | | | 100/SF | | 876 | | | |
| Pruning | | | 100/SF | | 876 | | | |
| Edging | | | LS | | 1 | | | \$ 1,00 E7 11 |
| Fertilization | | | 100/SF | | 1 | \$582.23 | 4 | \$2,328.92 |
| Replace Annua | I Color Plant | r to be | | | | | | |
| proposed as a | n additional s | ervice | 100/SF | N/A | | | EXTRA | \$0.00 |
| Mulching (Top | Dress) ~ To b | e proposed as | | | | | | |
| an addional se | rvice | | | N/A | | | EXTRA | \$0.0 |
| TREES | | | | | | | | |
| Inspect of dan | nage and/or s | pecial needs for | | | | | | |
| safety and hea | ith | | LS | | 1 | \$87.41 | 12 | \$1,048.9 |
| Pruning for pe | destrian/vehi | cular clearances | | | | | | |
| (Up to 12") | | | LS | | 1 | \$124.74 | 12 | \$1,496.9 |

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

| Maintain tree wells and watering basins | | | | | |
|---|------------|--------------------------|-------------|--------|--------------|
| including weeding | LS | | | 12 | \$0.00 |
| inspect and adjust tree stakes, ties and guys | LS | 1 | \$93.78 | 12 | \$1,125.32 |
| Development of a tree management | | | | | |
| program | LS | 1 | | EXTRA | \$0.00 |
| Fertilization | | | | EXTRA | \$0.00 |
| PLANTED SLOPES | | | | | |
| Inspect for damage and special needs to | | | | | |
| maintain health | 100/SF | 15,426 | \$540.60 | 12 | |
| Pruning shrubs & lowering groundcover | 100/SF | 15,426 | \$9,196.83 | 6 | 1 |
| Edging | LS | 1 | \$878.21 | | |
| Weed control | 100/SF | 15,426 | \$2,592.95 | | <u> </u> |
| Fertilization | 100/SF | 15,426 | \$2,728.38 | 4 | \$10,913.50 |
| Mulching Flat areas along streets " to be | | | | | |
| proposed as an extra service | 100/SF | 154 | | EXTRA | \$0.00 |
| IRRIGATION SYSTEMS | | | | | |
| Operate, observe and adjust irrigation | | | | | 1 |
| systems ~ to be proposed as an additional | | | | | |
| service | 1,000/SF | | | EXTRA | \$0.00 |
| Probe for soil water content and adjust | | | | | |
| irrigation systems to meet seasonal needs ~ | 1,000/SF | | | EXTRA | \$0.00 |
| Annual irrigation system audit ~ to be | | | | | |
| proposed as an additional service | 1,000/SF | | | EXTRA | \$0.00 |
| PARK AND RECREATION FACILITIES | | | | EXTRA | |
| Tennis Court Sweeping/Blowing ~ to be | | | | | |
| proposed as an additional service | | | | EXTRA | \$0.00 |
| Tennis Court Washing ~ to be proposed as | | | | EVED A | \$0.00 |
| an additional service | | | | EXTRA | |
| TOTAL AMOUNT BID SCHEDULE IN FIGURE | S | | | | \$223,508.50 |
| TOTAL AMOUNT BID SCHEDULE IN WORDS |) | Two hundred hundred eigh | | | d five |
| | | | | | |
| For multiplication purposes trea | t as (1) | | | | |
| •• See Appendix C for "sample" cal | | | | | |
| Note: Brush Clearance is not part of th | e Landscar | e Maintenan | ce Contract | | |

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

| | | _ | |
|--|-----------------|------------|----------------|
| Unit Price List | | | |
| | | | |
| Prices for Additional Work: Includes Labor and Material in Unit | Price | | |
| Description | | Unit Price | Unit |
| Misc irrigation system repair parts @ cost plus 15% | | | |
| Pop Up sprinkler in place repair of replace | 4" | \$22.00 | F.1 |
| | 6* | \$29.00 | EA |
| | 12" | \$38.00 | EA |
| Pop Up gear drive sprinkler in place repair or replace | 4" | \$32.00 | EA |
| | 12 ⁸ | \$39.00 | EA |
| Fixed shrub sprinkler inplace or repair | | \$24.00 | EA |
| Fixed shrub gear drive sprinkler inplace or repair | | \$34.00 | EA |
| Standard Shruibs | | | |
| 1 Gal shrub/Perennial install ~ includes all ammendments | | \$19.00 | EA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$28.00 | EA |
| 5 Gal shrub/Perennial install " includes all ammendments | | \$42.00 | EA |
| Patented Shrubs | | | |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$54.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$70.00 | EA |
| 5 Gal Tree in place (stakes included) ~ includes all ammendents w | // mulch | \$118.00 | EA |
| 15 Gal Tree in place (stakes included) ~ includes all ammendents | | \$194.00 | EA |
| 24" Box Tree in place (stakes included) ~ includes all ammendent | \$447.00 | EA | |
| 36" Box Tree in place (stakes included) ~ includes all ammendent | \$1,289.00 | EA | |
| 48" Box Tree in place (stakes included) ~ includes all ammendent | \$2,690.00 | EA | |
| Hand Watering Tree Well | \$68.00 | EA | |
| Standard Flats ground cover installed ~ includes all ammendmen | ts | \$42.00 | EA |
| Patented Flats ground cover installed ~ includes all ammendmen | | \$60.00 | Per Flat |
| Standard Flat of 4" color ~ w/ ammendments | \$42.00 | Per Flat | |
| Specialty Flat 4" Color ~ Kale, Double Impatiens, Angelonia w/am | mendments | \$52,00 | Per Flat |
| Premium Color/Perennial Flat 4" pot w/ ammendments | | \$90.00 | Per Flat |
| Planter Bed Mulch in place (City Approved) | | \$125.00 | cuyd |
| Turf Rennovation (dethatch, over-seed, top dress) | | \$0.68 | 1,000 sq ft |
| Turf Aeration | | \$0.32 | 1,000 sq ft |
| Addditional Landscape Labor | | \$40.00 | man/hr |
| Additional Landscape Supervisor/Irrigation Technician | | \$70.00 | man/hr |
| Additional Mowing | | 50.23 | 100/sq ft |
| Sod Installation | | 58.25 | SF |
| Seed installation | | 51.25 | SF |
| Fertilizer (Shrub bed or turf) | | \$410.00 | AS/Acre |
| Soil Test and analysis | \$215 | Unit | |
| Plant Tissue Anaysis | | \$215 | Unit |
| Plant Pathology Test | | \$340.00 | Unit |
| Backflow Prevention Inspection | | \$420.00 | Unit |
| Pesticide application on trees for disease control: Blight, (not Sho | ot Hole Boreri | \$225.00 | Tree |
| Landscape Design Services | | \$198.00 | Hour |
| Submit disease/pest control records to county commissioner | | \$270.00 | Per Occurrence |
| Insect & Disease Control of Groundcover & Shrubs | | \$623.00 | 10,000 Sq ft |

RIDER

U.S. SPECIALTY INSURANCE COMPANY

To be attached to and form a part of:

Bond No. 1001093842

Bond Amount: \$708,589.76

Type of Bond: PERFORMANCE AND PAYMENT BOND

Executed by <u>AMERICAN HERITAGE LANDSCAPE, LP</u>, as Principal, and by <u>U.S. SPECIALTY INSURANCE</u> <u>COMPANY</u>, as Surety, in favor of <u>THE CITY OF CALABASAS</u> and dated <u>FEBRUARY 17, 2022</u>.

In consideration of the premium charged for the attached bond, it is hereby agreed to change: **THE BOND NUMBER**

| _ | | |
|----|-----|----------|
| Б. | | - |
| | гоπ | 1- |

1001093842

To:

1001093843

This rider is effective February 17, 2022.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this 22nd day of February, 2022.

U.S. SPECIALTY INSURANCE COMPANY

Ву:

ADRIANA VALENZUELA, Attorney-in-Fact



Surety Group 801 S Figueroa Street, Suite 700 Los Angeles, CA 90017 USA Tet: 310-649-0990

Bond Number 1001093842
Initial Premium \$ noutes in performance texts

PAYMENT BOND - PUBLIC WORKS

| KNOW ALL MEN BY THESE PRESENTS, That we, | American Heritage Landscape, LP |
|---|--|
| | as Principal, |
| and U.S. Specialty Insurance Company , a co | rporation organized and existing under the laws of the State |
| of Texas and authorized to transact a gener | ral surety business in the State ofas |
| Surety, are held and firmly bound unto | The City of Calabasas as Obligee, |
| in the sum of Seven Hundred Eight Thousand Five Hundred Eighty Nin | <u>ie & 76/100</u> Dollars (\$ |
| of the United States of America, for the payment whereof, well | l and truly to be made, we hereby bind ourselves, our neirs, |
| executors, administrators, successors and assigns, jointly and | severally, firmly by these presents. |
| THE CONDITION OF THIS OBLIGATION IS SUCH, that | |
| WHEREAS, the above-bounden Principal has entered into a co | ontract dated March 1, 2022 |
| with said Obligee to do and perform the following work, to wit: | |
| Professional Services Agreement for Landscape M Landscape LMD 22 Calabasas Park Estates Landscape LMD 22 Calabasas Hills and Estates H Landscape LMD 22 Las Villas HOA Landscape LMD 22 Bellagio HOA LMD 22 Calabasas Park HOA | IOA |
| NOW, THEREFORE, if the above-bounden Principal sha materialmen and all persons who shall supply such person or the carrying on of such work, then this bond shall be null and versions. | persons, or subcontractors, with materials and supplies to |
| Signed, sealed and dated this 17th day of February | |
| ** | |
| | |



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DENNIS LANGER, THOMAS MCCALL, JANINA MONROE, TIMOTHY NOONAN CHARLES R. TETER, III, JENNIFER OCHS, ADRIANA VALENZUELA of Los Angeles, CA

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



Daniel P. Aquilor Vi

Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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. SCHOOL CARRELL Control of States of Control of C m. Expressor 13, 2217 Signature (seal) I. Kio Lo. Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _day of FEBRUARY Corporate Seals Bond No. Kio Lo. Assistarit Secretary Agency No. 5020 - PDF POA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

| CALIFURNIA ALL-PURPOJE AGRITOTI ELPONI | Hada : |
|--|--|
| A notary public or other officer completing this certificate document to which this certificate is attached, and not the | e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document. |
| State of California) | |
| County of LOS ANGELES) | |
| On February 22,2022 before me, | RHONDA LARSON, NOTARY PUBLIC |
| On Tally Defore the, | Here Insert Name and Title of the Officer |
| personally appearedADRIAN | JA VALENZUELA |
| personally appeared | Name(s) of Signer(s) |
| the standard and acknowled | evidence to be the person(s) whose name(s) is/30 adged to me that is she/15/40 executed the same in (ther/15/30) regretative(s) on the instrument the person(s) ed, executed the instrument. |
| RHONDA LARSON Notary Public - California Los Angeles County Commission # 2329998 | certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph s true and correct. VITNESS my and ans official seal. Signature of Notary Public |
| Though this section is ontional, completing this i | RHONDA LARSON, NOTARY PUBLIC IONAL information can deter alteration of the document or |
| fraudulent reattachment of this | form to an unintended document. |
| Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Than | Document Date: |
| Capacity(ies) Claimed by Signer(s) | |
| Signer's Name: | Signer's Name: Corporate Officer — Title(s): |
| ☐ Corporate Officer — Title(s): | ☐ Partner — ☐ Limited ☐ General |
| Faither T. L. Limbor L. General | |
| | |
| ☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Individual ☐ Attorney in Fact | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| A notary public or other officer completing this certificate is attached, and not | cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document. |
|---|--|
| State of California |) |
| County of _Los Angeles |) |
| On February 21, 2022 before me, La | aura Diana Martinez, Notary Public |
| Date | Here Insert Name and Title of the Officer |
| personally appeared David G. Price | |
| | Name(s) of Signer(s) |
| subscribed to the within instrument and ackno- | ry evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/ber/their signature(s) on the instrument 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. |
| LAURA DIANA MARTINEZ Notary Public - California Los Angeles County Commission # 2245724 My Comm. Expires Jun 11, 2022 | Signature Of Notary Public |
| | PTIONAL |
| Though this section is optional, completing the fraudulent reattachment of the | nis information can deter alteration of the document or his form to an unintended document. |
| Description of Attached Document Title or Type of Document: Payment Bond Number of Pages: 1 Signer(s) Other Title | Document Date: 02/17/2022 han Named Above: Adriana Valenzuela, Attorney in Fac |
| Capacity(ies) Claimed by Signer(s) | |
| Signer's Name: David G. Price | Signer's Name: |
| | Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact | □ Partner — □ Limited □ General □ Individual □ Attorney in Fact |
| ☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |
| | |

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CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

10/28/2021

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(les) 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).

| this cer | tificate does not confer rights to the certificate no | CONTACT | |
|----------|--|---|---|
| | Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 | NAME: PHONE [AIG. No. Ext): [AIG. No. Ext): E-MAIL ADDRESS: | |
| | La Jolla CA 92037 | INSURER(S) AFFORDING COVERAGE | NAIC# |
| | (858) 587-3100 | INSURER A: Transportation Insurance Company | 20494 |
| | | INSURER 8: Continental Casualty Company | 20443 |
| INSURED | American Heritage Landscape, LP | INSURER C: Great American Insurance Company | 16691 |
| 11380000 | dba: American Landscape Management dba: Custom Lawn Services 7013 Owensmouth Ave | INSURER D : Everest National Insurance Company | 10120 |
| | | INSURER E : | - |
| | Canoga Park CA 91303 | INSURER F: DEVISION NUMBER: X | XXXXXX |
| 1 | | DEVISION NUMBER: A | $\Lambda\Lambda\Lambda\Lambda\Lambda\Lambda\Lambda$ |

COVERAGES AMEHEOS CERTIFICATE NUMBER: 15740106 REVISION NUMBER: XXXXXXX 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.

| | | | | POLICY NUMBER | POLICY EFF | (MM/DD/YYYY) | | |
|-----|---|---------------------------------|---------------------------|-----------------------------|--------------|--------------|---|----------------------------|
| SR | TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY | NSD W | N | 4022978129 | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE DAMAGE TO RESTED PREMISES (Ea occurrence) | \$ 1,000,000 \$ 500,000 |
| ` | CLAIMS-MADE X OCCUR X 10.000 Ded. | | - 1 | | 1 | | MED EXP (Any one person) | \$ 5,000 |
| - 1 | | | İ | | 1 | | PERSONAL & ADV INJURY | 5 1,000,000 |
| | | | - | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OF AGG | s 2,000,000 s |
| | OTHER: | | - | 5091505672 | 4/1/2021 | 4/1/2022 | COMBINED SINGLE LIMIT | \$ 1,000,000 |
| 3 | AUTOMOBILE LIABILITY | N | N | 3091303072 | | | BODILY INJURY (Per person) | 5 XXXXXXX |
| | X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY AUTOS ONLY | | 1 | | 1 | | BODILY INJURY (Per accident) | 5 XXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per accident) | s XXXXXXX |
| | | | | | 1 | | Coll Ded. | \$ 1,000 |
| | X Comp. Ded. S | 500 | _ | | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE | s 5,000,000 |
| С | UMBRELLA LIAB X OCCUR | N | N | TUE033265812 | 7/1/2021 | | AGGREGATE | \$ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | 1 | į | |
| | DED RETENTIONS \$0 | | | | 4/1/0001 | 4/1/2022 | X PER OTH- | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | N | CA10002691211 | 4/1/2021 | 4/1/2022 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| _ | ANY PROPRIETOR/PARTNER/EXECUTIVE | TOP/PARTNER/EXECUTIVE TATALANTA | E.L. DISEASE - EA EMPLOYE | s 1,000,000 | | | | |
| | (Mandatory in NH) | H) | | E.L. DISEASE - POLICY LIMIT | \$ 1.000.000 | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | - | 27 | 4022978129 | 4/1/2021 | 4/1/2022 | Scheduled Equip.: \$1,623 | ,659 |
| A | Contractor's Equipment Special Form, incl. Theft | N | N | 4022770127 | | | Leased/Rented: \$100,000 | |

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

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Re: Landscape Maintenance of Common Banefit Areas within Landscape Maintenance District 22: CBA 1 - Zone 24, CBA 4 - Zone 25; Calabasas Road Commercial District - Zone Re: Landscape Maintenance of Common Banefit Areas within Landscape Maintenance District 22: CBA 1 - Zone 24, CDA 4 - Zone 25; Calabasas Road Commercial District - Zone 26 (D). City of Calabasas, CBA 5 - Zone 25; Calabasas Road Commercial District - Zone 26 (D). City of Calabasas, CBA 5 - Zone 26; Calabasas, CBA 6 Civic Center Sites, and Palantino - Zone 14 are an Association Park/McCoy Creek, CBA 4 - Park Capri, Park Entrada, Park Gramada, Park Ora & Park Sorriento, CBA 5 - Parkway Calabasas, CBA 6 Civic Center Sites, and Palantino - Zone 14 are an Association Park/McCoy Creek, CBA 4 - Park Capri, Park Entrada, Park Capri, Par

| | CANCELLATION See Attachment |
|--|--|
| CERTIFICATE HOLDER 15740106 City of Calabasas 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 |

| on description of operations/Locations/Vehicles/exclusionated provided to Additional Insured(s) is primary dorsement issued or approved by the insurance can | r and non-contribute rier. | ny to die extens provident | |
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Attachment Code: D463998 Certificate 1D: 15740106

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

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

Policy No: 4022978129

CNA75079XX (10-16)

Page 1 of 2

TRANSPORTATION INSURANCE COMPANY

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

6 Endorsement No:

Effective Date: 4/1/2021

Atfachment Code: D463998 Certificate ID: 15740106

CNA PARAMOUNT

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

Primary and Noncontributory Insurance

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

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.
- VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

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

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

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

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

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

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

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

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Policy No: 4022978129

Page 2 of 2

Endorsement No:

6 Effective Date: 4/1/2021

TRANSPORTATION INSURANCE COMPANY

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| Name of Contractor: | American Heritage Landscape, LP | | | | |
|--|---|--|--|--|--|
| City Department in charge of Contract: | Landscape LMD 22 Calabasas Park HOA – Public Works | | | | |
| Contact Person for City Department: | Heather Melton | | | | |
| Period of Performance for Contract: | March 1st, 2022 to February 28th, 2023 | | | | |
| Not to Exceed Amount of Contract: | One Million and Fifteen Thousand Dollars (\$1,015,000.00) | | | | |
| Scope of Work for Contract: | Landscape Maintenance of Common Area Within the Association | | | | |

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)

Page 1 of 22 v. 6.0 (Last Update: 07/01/21)

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 Limited Partnership ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: General Landscape Maintenance for Calabasas Park Homeowners 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 *March 1st*, 2022 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 March 1st, 2022 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": March 1st, 2022.
- 3.4 "Expiration Date": February 28th, 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) (Contractor)

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5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Million and Fifteen Thousand Dollars (\$1,015,000.00) 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.).
- 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.
- 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.

 Andrea Musick shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

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

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

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10. INDEMNIFICATION

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

Initials: (City) (Contractor)

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

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

11. INSURANCE

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

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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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

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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.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

City of Calabasas 100 Civic Center Way Calabasas, CA 91302 Attn: **Heather Melton**,

Landscape District Manager

Telephone: (818) 224-1600 Facsimile: (818) 225-7338

If to Consultant:

American Heritage Landscape, LP 7013 Owensmouth Ave. Canoga Park, CA 91303 Attn: David Price

CFO

Telephone: (818)999-2041

Initials: (City) (Contractor)

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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 or medical condition.

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- 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 court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

Initials: (City) (Contractor)

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

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 |
|--|---|
| Mary Sue Maurer, City Mayor | By: David Price, CFO |
| Date:3/7/2022 | Date: 2-24-2022 |
| By: Shirk Kindon Meik, City Manager | |
| By: Robert Yalda, P.E., T.E. Public Works Director | = |
| Date: 2/24/2022 | |
| Attest: By: Maricela Hernandez, MMC, CPMC City Clerk | and/ |
| Date: 3/8/20 22 | |
| Approved as to form: | |
| By: Watthew ? Summer | |
| Matthew T. Summers Colantuono, Highsmith & Whatley, PC City Attorney | |

Date: 3/7/2022

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:

| and further to not use any pesticide product | sion of Food and Agriculture Code section 12978.7 containing any of the following active ingredients: Difenacoum, or (D) Difethialone, in the course of Agreement." |
|---|---|
| "City" City of Calabasas By: Robert Yalda, P.E., T.E. Public Works Director/City Engineer Date: 2/24/2022 | "Consultant" American Henitage Landscape, LP By: David Price, CFO Date: |
| Attest: By: Maricela Hernandez, MMC City Clerk Date: 3/9/2022 | nel) |

EXCIBIT A CITY MANAGER'S LETTER



February 3rd 2022

The City has established an emergency contractor to allow the City to quickly contract with contractors during emergency situations. Venco Western, Inc. has cancelled all current City contracts effective Immediately because the City is unwilling to increase their rates by 35%. Venco Western, Inc. provides landscaping maintenance service to the City as well as multiple homeowner association's throughout the City. This constitutes an emergency situation and the City will be unable to comply with normal purchasing, bidding, and contracting requirements but will nevertheless have a need to quickly and efficiently contract for services. Therefore, the objective of this Agreement is for the Contractor to provide such services as further designated herein in Sections A and B (Scope of Work and Fee Schedule) on an emergency basis until such time as the City can resume its normal purchasing, bidding, and contracting procedures.

Sincerely.

Kindon Meik City Manager

> City of Calabases 26135 Marcas Road Calabases CA 91302-3172 Ph. (818) 878-4225 Far: (818) 878-4215

EXCIBIT B CONTRACTOR'S LETTER



Since 1973 * Services in Los Angeles, Ventura, and Orange Counties

February 3,2022

City of Calabasas 100 Civic Center Way Calabasas CA 91302 Attention: Heather Melton

Re:

Classic Calabasas Park HOA ~ Zone 7

Dear Heather,

American Heritage is agreeing to assist with the unforeseen situation and will provide landscape maintenance service for Classic Calabasas Park HOA ~ Zone 7. We will perform the services at the existing cost incorporating the discussed modifications at the meeting on 1/27/22. The enclosed frequency schedule changes will begin starting March 1st 2022.

Sincerely,

Andrea Musick
Director of Maintenance

| CALABASAS PARK HOA ~ ZONE 7 | | | | | | |
|---|--------------|--------------------|----------------|---------------------|------------|--|
| Description | Unit | Estimated Quantity | Unit Prices | Annual Frequency | Amount | |
| GENERAL MAINTENANCE | | | | | | |
| Facility inspection by contractor, | | | | | | |
| visual/operational | LS | 1 | \$62.40 | 26 | \$1,622.37 | |
| Walk through inspection with HOA/LLAD | | | | | | |
| representative | LS | 1 | \$88.53 | 12 | \$1,062.37 | |
| Litter Removal/cleanup and weed control | | | | | | |
| on paved sidewalks, walkways, medians, | | | | | | |
| pathways parking areas, entries and exits | 100/SF | 147 | \$46.52 | 49 | \$2,279.65 | |
| | | | | | | |
| Insect, disease, pest, and rodent control ~ | | | | | | |
| to be proposed as an additional service | LS | 1 | | EXTRA | \$0.00 | |
| Completion and return to City Monthly | | | | | | |
| Quality Control Report ~ see appendix A | EA | 1 | \$63.53 | 12 | \$762.37 | |
| DRAINAGE FACILITIES | | | | | | |
| Inspect, clean and keep clear concrete "V" | | | | | | |
| ditches, inlets, bench drains, swales and | | | l . | | | |
| curb drains | | 68 | \$262.73 | 12 | \$3,152.77 | |
| LAWN AREAS | | | | | | |
| | | | | | | |
| Mowing (mulching permitted) and edging | 100/SF | 2580 | <u> </u> | | | |
| Fertilization | 100/SF | 2580 | | | 7 - 7 | |
| Weed Control | 100/SF | 2580 | \$175.75 | 12 | \$2,109.05 | |
| Aeration ~ to be proposed as an additional | 100/05 | | | 5VTD 4 | 40.00 | |
| service | 100/SF | N/A | | EXTRA | \$0.00 | |
| Dethatching ~ to be proposed as an | 400/05 | | | EVED A | ¢0.00 | |
| additional service | 100/SF | N/A | | EXTRA | \$0.00 | |
| Winter Rye grass overseeding in entry areas | 1 | 1 | | EVED A | ¢0.00 | |
| and pool areas | 100/SF | N/A | 1.0 | EXTRA | \$0.00 | |
| GROUNDCOVER AND SHRUB AREAS (non-s | iope) Entri | es, ivionumer | it Corners and | a Parkways | | |
| Inspect weed and clean groundcover and | 100/55 | 1167 | ¢204.77 | 40 | ¢0.604.07 | |
| shrub beds | 100/SF | 1167 | | | | |
| Pruning | 100/SF | 1167 | | | | |
| Edging | LS 100/SE | 1167 | 7 | | | |
| Fertilization | 100/SF | 1167 | \$624.06 | 4 | \$2,496.25 | |
| Replace Annual Color Plants ~ to be | 100/07 | | | E. (TD 4 | 40.00 | |
| proposed as an additional service | 100/SF | N/A | | EXTRA | \$0.00 | |
| Mulching (Top Dress) | | N/A | | EXTRA | \$0.00 | |
| Shearing Hedge on Park Helena/Park | | | | | | |
| Sienna sidewalk for Right of Way clearance | LF | 1000 | \$178.53 | 12 | \$2,142.37 | |
| Street Signage/stop sign clearance for line | | | | | | |
| of sight clearance | LS | 1 | \$70.53 | 12 | \$846.37 | |

| TREES | | | | | |
|---|---|---|-------------|--------------|-------------|
| Inspect of damage and/or special needs for | | | | | |
| safety and health | LS | 1 | \$0.00 | 12 | |
| Pruning for pedestrian/vehicular clearances | | | | | |
| (Up to 12') | LS | 1 | \$98.53 | 12 | \$1,182.37 |
| Maintain tree wells and watering basins | | | | | |
| including weeding | LS | 1 | \$40.86 | 26 | \$1,062.37 |
| Inspect and adjust tree stakes, ties and guys | LS | 1 | \$95.16 | 12 | \$1,141.89 |
| Development of a tree management | | | | | |
| program | LS | 1 | | EXTRA | \$0.00 |
| Fertilization | LS | 1 | \$205.59 | 4 | \$822.37 |
| PLANTED SLOPES | | | | | |
| Inspect for damage and special needs to | | | | | |
| maintain health | 100/SF | 18,908 | \$316.33 | 12 | \$3,795.97 |
| Pruning shrubs & lowering groundcover | 100/SF | 18,908 | \$956.81 | 12 | \$11,481.70 |
| Edging | LS | 1 | \$250.24 | | \$3,002.87 |
| Weed control | 100/SF | 18,908 | \$327.48 | 12 | \$3,929.75 |
| Fertilization | 100/SF | 18,908 | \$707.97 | 4 | \$2,831.89 |
| IRRIGATION SYSTEMS | | | | | |
| Operate, observe and adjust irrigation | | | | | |
| systems ~ to be proposed as an additional | | | | | |
| service | 1,000/SF | | | EXTRA | \$0.00 |
| Probe for soil water content and adjust | | | | | |
| irrigation systems to meet seasonal needs ^ | 1,000/SF | | | EXTRA | \$0.00 |
| Annual irrigation system audit ~ to be | | | | | |
| proposed as an additional service | 1,000/SF | | | EXTRA | \$0.00 |
| PARK AND RECREATION FACILITIES | | | | EXTRA | |
| Dog Waste receptacles maintenance ~ | | | | | |
| collection disposal & dog bag replacement | EA | 9 | \$24.70 | 52 | \$1,284.30 |
| D. Westernesstade despise | | 9 | \$25.15 | 52 | \$1,307.77 |
| Dog Waste receptacle cleaning | | 9 | 323,13 | 72 | \$87,252.40 |
| TOTAL AMOUNT BID SCHEDULE IN FIGURE | 3 | Fighty sayor | thousand to | vo hundrod f | |
| TOTAL AMOUNT BID SCHEDULE IN WORDS | | Eighty seven thousand two hundred fifty two dollars & forty cents | | | |
| | | | | | |
| * For multiplication purposes trea | t as (1) | | | | |
| ** See Appendix C for "sample" cal | See Appendix C for "sample" calculation | | | | |
| Note: Brush Clearance is not part of t | ne Landsca _l | oe Maintenan | ce Contract | | |

| Unit Price List | | | |
|--|----------------|------------|----------------|
| == | | | |
| Prices for Additional Work: Includes Labor and Material in Unit | Price | | |
| Description | | Unit Price | Unit |
| Misc irrigation system repair parts @ cost plus 15% | | | |
| Pop Up sprinkler in place repair of replace | 4" | \$22.00 | |
| | 6" | \$29.00 | EA |
| | 12" | \$38.00 | EA |
| Pop Up gear drive sprinkler in place repair or replace | 4" | \$32.00 | EA |
| | 12" | \$39.00 | EA |
| Fixed shrub sprinkler inplace or repair | | \$24.00 | EA |
| Fixed shrub gear drive sprinkler inplace or repair | | \$34.00 | EA |
| Standard Shrubs | | | |
| 1 Gal shrub/Perennial install ~ includes all ammendments | | \$19.00 | EA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$28.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$42.00 | EA |
| Patented Shrubs | | | |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$54.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$70.00 | EA |
| | | | |
| 5 Gal Tree in place (stakes included) ~ includes all ammendents v | ı/ mulch | \$118.00 | EA |
| 15 Gal Tree in place (stakes included) ~ includes all ammendents | w/ mulch | \$194.00 | EA |
| 24" Box Tree in place (stakes included) ~ includes all ammendent | s w/ mulch | \$447.00 | EA |
| 36" Box Tree in place (stakes included) ~ includes all ammendent | \$1,289.00 | EA | |
| 48" Box Tree in place (stakes included) ~ includes all ammendents w/ mulch | | \$2,690.00 | EA |
| Hand Watering Tree Well | | \$68.00 | EA |
| Standard Flats ground cover installed ~ includes all ammendmen | ts | \$42.00 | EA |
| Patented Flats ground cover installed ~ includes all ammendmen | | \$60.00 | Per Flat |
| Standard Flat of 4" color ~ w/ ammendments | | \$42.00 | Per Flat |
| Specialty Flat 4" Color ~ Kale, Double Impatiens, Angelonia w/am | mendments | \$52.00 | Per Flat |
| Premium Color/Perennial Flat 4" pot w/ ammendments | | \$90.00 | Per Flat |
| Planter Bed Mulch in place (City Approved) | | \$125.00 | cu yd |
| Turf Rennovation (dethatch, over-seed, top dress) | | \$0.68 | 1,000 sq ft |
| Turf Aeration | | \$0.32 | 1,000 sq ft |
| Addditional Landscape Labor | | \$40.00 | man/hr |
| Additional Landscape Supervisor/Irrigation Technician | | \$70.00 | man/hr |
| Additional Mowing | | \$0.23 | 100/sq ft |
| Sod Installation | | \$8.25 | SF |
| Seed Installation | | \$1.25 | SF |
| Fertilizer (Shrub bed or turf) | | \$410.00 | AS/Acre |
| Soil Test and analysis | | \$215 | Unit |
| Plant Tissue Anaysis | | \$215 | Unit |
| Plant Pathology Test | | \$340.00 | Unit |
| Backflow Prevention Inspection | | \$420.00 | Unit |
| Pesticide application on trees for disease control: Blight, (not Sho | ot Hole Borer) | \$225.00 | Tree |
| Landscape Design Services | | \$198.00 | Hour |
| Submit disease/pest control records to county commissioner | | \$270.00 | Per Occurrence |
| Insect & Disease Control of Groundcover & Shrubs | | \$623.00 | 10,000 Sq ft |

RIDER

U.S. SPECIALTY INSURANCE COMPANY

To be attached to and form a part of:

Bond No. 1001093842

Bond Amount: \$708,589.76

Type of Bond: PERFORMANCE AND PAYMENT BOND

Executed by <u>AMERICAN HERITAGE LANDSCAPE, LP</u>, as Principal, and by <u>U.S. SPECIALTY INSURANCE</u> <u>COMPANY</u>, as Surety, in favor of <u>THE CITY OF CALABASAS</u> and dated <u>FEBRUARY 17, 2022</u>.

In consideration of the premium charged for the attached bond, it is hereby agreed to change:

THE BOND NUMBER

| - | '_ | |
|---|----|--|
| | | |
| | | |

1001093842

To:

1001093843

This rider is effective February 17, 2022.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this 22nd day of February, 2022.

U.S. SPECIALTY INSURANCE COMPANY

By:

ADRIANA VALENZUELA, Attorney-in-Fact



Surety Group 801 S Figueroa Street, Suite 700 Los Angeles, CA 90017 USA Tel: 310-649-0990

Bond Number 1001093842
Initial Premium \$ rounded in purformance bond

PAYMENT BOND - PUBLIC WORKS

| KNOW A | ALL MEN BY THESE PRESENTS, That we, | American Heritage Landscape, I | LP |
|---|---|--|-------------------------|
| | | | , as Principal, |
| and | | _, a corporation organized and existing unde | |
| of | | | |
| Surety, a | are held and firmly bound unto | The City of Calabasas | as Obligee, |
| in the su | m of Seven Hundred Eight Thousand Five Hundred Eight | <u>ahty Nine & 76/100</u> Dollars (\$ 708,589.76 |), lawful money |
| | nited States of America, for the payment whereo | | d ourselves, our heirs, |
| executor | rs, administrators, successors and assigns, jointl | y and severally, firmly by these presents. | |
| THE CO | NDITION OF THIS OBLIGATION IS SUCH, tha | ıt | |
| | AS, the above-bounden Principal has entered in dobligee to do and perform the following work, to | | , 2022 |
| Lands Lands Lands LMD 2 NOW, 1 materials | scape LMD 22 Calabasas Park Estates scape LMD 22 Calabasas Hills and Estates scape LMD 22 Las Villas HOA scape LMD 22 Bellagio HOA 22 Calabasas Park HOA THEREFORE, if the above-bounden Principa men and all persons who shall supply such persying on of such work, then this bond shall be null | al shall faithfully pay all laborers, mecha son or persons, or subcontractors, with mat | erials and supplies for |
| | | | |
| Signed, | sealed and dated this <u>17th</u> day of <u>Fet</u> | oruary 2022 . | |
| Principa By: | American Heritage Landscape, LP | Surety By: Adriana Valenzuela | Attorney to Fact |



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DENNIS LANGER, THOMAS MCCALL, JANINA MONROE, TIMOTHY NOONAN

CHARLES R. TETER. III, JENNIFER OCHS, ADRIANA VALENZUELA of Los Angeles, CA its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, providing the bond penalty does not exceed. (** \$15,000,000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary. Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY ALS SUDE State of California County of Los Angeles By: Daniel P. Aguilar, Vice President 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 On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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. SOMEO CARRED Negry Fublic Comp Committee & 1119475 Signature : (seal) I. Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _day of FEBRUARY Corporate Seals Bond No. 1001093843 5020 - PDF POA Kio Lo. Ass Secretary Agency No.

| CALIEODNIA | ALL DURDOSE | ACKNOWLEDGMENT |
|------------|-------------|-----------------------|
| CALIFURNIA | ALL-PUKPUSE | AURHURLEUUMEN |

CIVIL CODE § 1189

| A notary public or other officer completing this document to which this certificate is attached, as | certificate verifies only the identity of the individual who signed the nd not the truthfulness, accuracy, or validity of that document. |
|--|--|
| State of California |) |
| County of LOS ANGELES | i . |
| 02 2022 | — / |
| On Llomany LL, Webefore me, | RHONDA LARSON, NOTARY PUBLIC |
| Dare | nere insert Name and Title of the Officer |
| personally appeared | ADRIANA VALENZUELA |
| | Name(s) of Signer(s) |
| subscribed to the within instrument and a | ractory evidence to be the person(x) whose name(x) is/3(x) cknowledged to me that ixe/she/tx/2 executed the same in at by XX/her/tx/2 signature(x) on the instrument the person(x), on (x) acted, executed the instrument. |
| RHONDA LARSON Notary Public - California Los Angeles County Commission # 2329598 My Comm. Expires Jun 27, 2024 | l certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my and an official seal. Signature of Notary Public RHONDA LARSON, NOTARY PUBLIC |
| Place Notary Seal Above Though this section is optional, completing fraudulent reattachments | OPTIONAL. ng this information can deter alteration of the document or to the document or to the document or the document. |
| Description of Attached Document | |
| Title or Type of Document: | Document Date: |
| Number of Pages: Signer(s) Oth | er Than Named Above: |
| Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): | Signer's Name: |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conserva | ttor |
| | I ITTOP |
| ☐ Other: | |

| | 20/20/20/20/20/20/20/20/20/20/20/20/20/2 |
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| | tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document. |
| State of California |) |
| County of Los Angeles |) |
| On February 21, 2022 before me, | Laura Diana Martinez, Notary Public |
| Date | Here Insert Name and Title of the Officer |
| personally appeared David G. Price | |
| | Name(s) of Signer(s) |
| subscribed to the within instrument and ackn | ory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/ber/their signature(s) on the instrument 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. |
| LAURA DIANA MARTINEZ Notary Public - California Los Angeles County Commission # 2245724 My Comm. Expires Jun 11, 2022 | Signature Signature of Notary Public |
| Place Notary Seal Above | |
| Though this section is optional, completing t | OPTIONAL this information can deter alteration of the document or this form to an unintended document. |
| Description of Attached Document | 00 (47 (0000 |
| Title or Type of Document: Payment Bond | Document Date: 02/17/2022 Than Named Above: Adriana Valenzuela, Attorney in Factorians |
| Number of Pages: 1 Signer(s) Other | I nan Named Above:Adriana Valenzuela, Attorney in Fac |
| Capacity(ies) Claimed by Signer(s) Signer's Name: David G. Price | Signer's Name: |
| | ☐ Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other:Signer Is Representing: | Other:Signer Is Representing: |
| HOUSE STREET, VOICE STREET, WORKS STREET, WORKS STREET, WAR | |

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CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY) 10/28/2021

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).

| this certificate does not comet rights to the votament | CONTACT | | | |
|--|--|--------|--|--|
| PRODUCER Lockton Insurance Brokers, LLC License #0F15767 | NAME: PHONE [A/G, No, Exil: (A/G, No): | | | |
| 4275 Executive Square, Suite 600 | E-MAIL ADDRESS: | NAIC # | | |
| La Jolla CA 92037 (858) 587-3100 | INSURER A : Transportation Insurance Company | 20494 | | |
| | INSURER B : Continental Casualty Company | 20443 | | |
| American Heritage Landscape, LP dba: American Landscape Management | INSURER C: Great American Insurance Company | 16691 | | |
| dba: Custom Lawn Services | INSURER D : Everest National Insurance Company | 10120 | | |
| 7013 Owensmouth Ave | INSURER E: | _ | | |
| Canoga Park CA 91303 | insurer F: REVISION NUMBER: > | XXXXXX | | |

OVERAGES AMEHEO8 CERTIFICATE NUMBER: 15740106 REVISION NUMBER: XXXXXXX

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, SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| | CLUSIONS AND CONDITIONS OF SUCH P | ADUL | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP | LIMITS | | | | |
|----------|---|----------|------|---------------|----------------------------|------------|--|--------------------------|--|-----------|--------------|
| SR IR | TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY | NSD Y | N | 4022978129 | 4/1/2021 | 4/1/2022 | DAMAGE TO RENTED | s 1,000,000 s 500,000 | | | |
| • | CLAIMS-MADE X OCCUR | | | 1 | 1 | 1 | Pricinges tea conditioner | 3 5,000 | | | |
| - 1 | X 10,000 Ded. | | | | | | PERSONAL & ADV INJURY | 5 1,000,000 | | | |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC | | | | | | PRODUCTS - COMP/OP AGG | s 2,000,000 | | | |
| | OTHER: | N | N | 5091505672 | 4/1/2021 | 4/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | |
| 3 | AUTOMOBILE LIABILITY | N | IN | 307130307 | | | BODILY INJURY (Per person) | S XXXXXXX | | | |
| | X ANY AUTO SCHEDULED | | 1 1 | | 1 | | BODILY INJURY (Per accident) | 5 XXXXXXX | | | |
| | AUTOS ONLY AUTOS | | | | | V. | PROPERTY DAMAGE (Per accident) | \$ XXXXXXX | | | |
| | X AUTOS ONLY AUTOS ONLY | | | | | | Coil Ded. | \$ 1,000 | | | |
| | X Comp. Ded. S | | - | TUE033265812 | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE | s 5,000,000 | | | |
| C | UMBRELLA LIAB X OCCUR | NN | | TUE033203812 | 11,233 | | | | | AGGREGATE | \$ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | | 5 XXXXXXX | | | |
| | DED RETENTION \$ \$0 | - | N | | 4/1/2021 | 4/1/2022 | X PER STATUTE ER | | | | |
| D | AND EMPLOYERS' LIABILITY Y / N | | 1 " | CA10002691211 | 471,2021 | 172000 | E.L. EACH ACCIDENT | \$ 1,000,000 | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE N | NIA | | | | | E.L. DISEASE - EA EMPLOYEE | | | | |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - POLICY LIMIT | s 1.000.000 | | | |
| _ | If yes, describe under DESCRIPTION OF OPERATIONS below Contractor's Equipment | N | N | 4022978129 | 4/1/2021 | 4/1/2022 | Scheduled Equip.: \$1,623, Leased/Rented: \$100,000 | 659 | | | |
| A. | Special Form, incl. Theft | 1 | | | | | | | | | |

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

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THIS CERTIFICATE SUPERSEDES AND THE CARRIERS LISTED AND THE CARRIERS LISTED AND THE CARR

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

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| endorsement issued or ar | itional insured(s) is primary oproved by the insurance can | піст. | ory to the extent pro- | idea by the policy imig | |
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Amehment Code: D463998 Certificate ID: 15740106

CNA

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A, coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:
 Policy No: 4022978129

CNA75079XX (10-16)

Endorsement No:

Page 1 of 2

TRANSPORTATION INSURANCE COMPANY

Effective Date: 4/1/2021

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

Atfachment Code: D463998 Certifique ID: 15740106

CNA

CNA PARAMOUNT

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

Primary and Noncontributory Insurance

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

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.
- VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

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

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

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

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

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

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

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

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Policy No: 4022978129

Page 2 of 2

TRANSPORTATION INSURANCE COMPANY

Endorsement No: 6 Effective Date: 4/1/2021

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| Name of Contractor: | American Heritage Landscape, LP | | |
|--|--|--|--|
| City Department in charge of Contract: | Landscape LMD 22 Las Villas HOA – Public Works | | |
| Contact Person for City Department: | Heather Melton | | |
| Period of Performance for Contract: | March 1st, 2022 to February 28th, 2023 | | |
| Not to Exceed Amount of Contract: | Three Hundred Twenty-Seven Thousand Eight Hundred and Ninety Thousand Dollars (327,890.00) | | |
| Scope of Work for Contract: | Landscape Maintenance of Common Area Within the Association | | |

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 \square 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)

Page 1 of 22 v. 6.0 (Last Update: 07/01/21)

PROFESSIONAL SERVICES AGREEMENT Providing for Payment of Prevailing Wages

(City of Calabasas/ American Heritage Landscape, LP)

1. <u>IDENTIFICATION</u>

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 Limited Partnership ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: General Landscape Maintenance for Calabasas Las Villas Homeowners 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 *March 1st*, 2022 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 March 1st, 2022 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": March 1st, 2022.
- 3.4 "Expiration Date": February 28th, 2023.

4. <u>TERM</u>

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) (Contractor)

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5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Three Hundred Twenty-Seven Thousand Eight Hundred and Ninety Thousand Dollars (327,890.00) unless specifically approved in advance and in writing by City.
- 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.).
- 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.
- 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.

 Andrea Musick shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

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

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.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

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

Initials: (City) (Contractor)

Page 6 of 22 v. 6.0 (Last Update: 07/01/21) 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. 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.
- All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.



12. MUTUAL COOPERATION

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

RECORDS AND INSPECTIONS 13.

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

14. PERMITS AND APPROVALS

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

15. **NOTICES**

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

If to City

City of Calabasas 100 Civic Center Way Calabasas, CA 91302

Attn: Heather Melton, Landscape District Manager

Telephone: (818) 224-1600 Facsimile: (818) 225-7338

If to Consultant:

American Heritage Landscape, LP 7013 Owensmouth Ave. Canoga Park, CA 91303 Attn: David Price

Telephone: (818)999-2041



Page 8 of 22 v. 6.0 (Last Update: 07/01/21) 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 or medical condition.

Initials: (City) (Contractor)

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- 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 court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.



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

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 Transhis Trans | "Consultant" American Heritage Landso |
|---|---------------------------------------|
| By: Mary Sue Maurer, City Mayor | By: David Price, CFO |
| Date:3/7/2022 | Date: 2-24-2022 |
| By: Sllil Kindon Meik, City Manager | |
| Date: 3/7/2022 | 4 |
| By: Robert Yalda, P.E., T.E. Public Works Director | la. |
| Date: 2/24/2022 | , |
| Attest: By: Maricela Hernandez, MMC, CPN City Clerk | mans/ |
| Date: 3/8/2012 | |
| Approved as to form: | |
| By: Matthew T. Summers Colantuono, Highsmith & Whatle City Attorney | ey, PC |

Date: 3/7/2022

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 By: Robert Yalda, P.E., T.E. Public Works Director/City Engineer Date: Date: "Consultant" American Heritage Landscape, LP By: David Price, CFO Date: 2-24-2022 |
| Attest: By: Maricela Hernandez, MMC City Clerk Date: 2/8/2722 |

EXCIBIT A CITY MANAGER'S LETTER



February 3rd 2022

The City has established an emergency contractor to allow the City to quickly contract with contractors during emergency situations. Venco Western, Inc. has cancelled all current City contracts effective immediately because the City is unwilling to increase their rates by 35%. Venco Western, Inc. provides landscaping maintenance service to the City as well as multiple homeowner association's throughout the City. This constitutes an emergency situation and the City will be unable to comply with normal purchasing, bidding, and contracting requirements but will nevertheless have a need to quickly and efficiently contract for services. Therefore, the objective of this Agreement is for the Contractor to provide such services as further designated herein in Sections A and B (Scope of Work and Fee Schedule) on an emergency basis until such time as the City can resume its normal purchasing, bidding, and contracting procedures.

Sincerely,

Kindon Meik City Manager

> City of Calabasus 26135 Misraeus Road Calabasus CA 81302-3172 Phi: (816) 878-4225 Fen: (816) 878-4215

EXCIBIT B CONTRACTOR'S LETTER



Since 1973 • Services in Los Angeles, Ventura, and Orange Counties

February 3,2022

City of Calabasas 100 Civic Center Way Calabasas CA 91302 Attention: Heather Melton

Re: Las Villas HOA ~ Zone 11

Dear Heather,

American Heritage is agreeing to assist with the unforeseen situation and will provide landscape maintenance service for Las Villas HOA, Zone 11. We will perform the services at the existing cost incorporating the discussed modifications at the meeting on 1/27/22. The enclosed frequency schedule changes will begin starting March 1st 2022.

Sincerely,

Andrea Musick

Director of Maintenance

| LAS | VILLAS H | OA ~ ZONE 11 | | | |
|---|-------------|--------------|-------------|-----------|-------------|
| Daniel III | 1111 | Fatimated | I I in Di | Annual | |
| Description GENERAL MAINTENANCE | Unit | Estimated | Unit Prices | Annual | Amount |
| | | | | | |
| Facility inspection by contractor, visual/operational | LS | 1 | \$46.88 | 26 | \$1,218.99 |
| Walk through inspection with HOA/LLAD | | | | | |
| representative | LS | 1 | \$54.92 | 12 | \$658.99 |
| Litter Removal/cleanup and weed control | | | | | |
| on paved sidewalks, walkways, medians, | | | | | |
| pathways tennis courts, pool area | 100/SF | 230 | \$113.30 | 49 | \$5,551.64 |
| Trash Can cleaning and emptying | EA | 1 | \$5.85 | 50 | \$292.35 |
| Insect, disease and pest control | LS | 1 | \$5.85 | 50 | \$292.35 |
| Completion and return to City Monthly | | | | | |
| Quality Control Report ~ see appendix A | EA | 1 | \$29.92 | 12 | \$359.00 |
| DRAINAGE FACILITIES | | | | | |
| Inspect, clean and keep clear concrete "V" | | | | | |
| ditches, inlets, bench drains, swales and | | | | | |
| curb drains | | 3 | \$30.42 | 12 | \$365.00 |
| LAWN AREAS | | | | | |
| Mowing (mulching permitted) and edging | 100/SF | 651 | \$325.84 | 42 | \$13,685.26 |
| Fertilization | 100/SF | 651 | | | |
| Weed Control | 100/SF | 651 | | | |
| Aeration ~ to be proposed as an additional | <u> </u> | | | | |
| service | 100/SF | 651 | | EXTRA | \$0.00 |
| Dethatching ~ to be proposed as an | | | | | |
| additional service | 100/SF | 651 | | EXTRA | \$0.00 |
| Winter Rye grass overseeding | 100/SF | 651 | | EXTRA | \$0.00 |
| GROUNDCOVER AND SHRUB AREAS (non-s | | -14 | | | 70.00 |
| Inspect weed and clean groundcover and | lope, enti- | ics, monumen | | | |
| shrub beds | 100/SF | 170 | \$32.06 | 48 | \$1,538.99 |
| Pruning | 100/SF | 170 | <u> </u> | | |
| Edging | LS | 1 | | | |
| Fertilization | 100/SF | 170 | | | |
| Replace Annual Color Plants ~ to be | ' | | | | |
| proposed as an additional service | 100/SF | 7 | | EXTRA | \$0.00 |
| Mulching (Top Dress) ~ to be proposed as | | | | | · |
| an additional service | | N/A | | EXTRA | \$0.00 |
| TREES | | | | | |
| Inspect of damage and/or special needs for | | | | As | |
| safety and health | LS | 1 | \$0.00 | Requested | \$0.00 |
| Pruning for pedestrian/vehicular clearances | | | | | |
| (Up to 12') | LS | 1 | \$51.28 | 12 | \$615.31 |

| Maintain tree wells and watering basins | | | | | |
|---|----------|---------------|-------------|---------------|--------------|
| including weeding | LS | 1 | \$50.31 | 26 | \$1,308.00 |
| Inspect and adjust tree stakes, ties and guys | LS | 1 | \$46.33 | 12 | \$556.00 |
| Development of a tree management | | | Upon | | |
| program | LS | 1 | Request | EXTRA | \$0.00 |
| Fertilization | LS | 1 | \$0.00 | 4 | |
| PLANTED SLOPES | | | | | |
| Inspect for damage and special needs to | | | _ | | |
| maintain health | 100/SF | 967 | \$82.61 | 12 | \$991.27 |
| Pruning shrubs & lowering groundcover | 100/SF | 967 | \$499.91 | 12 | \$5,998.93 |
| Edging | LS | 1 | \$130.92 | | \$1,571.00 |
| Weed control | 100/SF | 967 | \$330.27 | 12 | \$3,963.18 |
| Fertilization | 100/SF | 967 | \$276.83 | 4 | \$1,107.31 |
| Mulching flat areas along street & | | | | | |
| walkways | 100/SF | 80 | \$0.00 | EXTRA | \$0.00 |
| IRRIGATION SYSTEMS | | | | | |
| Operate, observe and adjust irrigation | | | | | |
| systems ~ to be proposed as an additional | | | | | |
| service | 1,000/SF | | | EXTRA | \$0.00 |
| Probe for soil water content and adjust | | | | | |
| irrigation systems to meet seasonal needs $^\sim$ | 1,000/SF | | | EXTRA | \$0.00 |
| Annual irrigation system audit ~ to be | | | | | |
| proposed as an additional service | 1,000/SF | | | EXTRA | \$0.00 |
| PARK AND RECREATION FACILITIES | | | | | |
| Tennis Court Cleaning ~ Washing & Blowing | EA | 1 | \$39.58 | 26 | \$1,029.19 |
| Monument sign cleaning & | | | | | |
| washing/blowing | EA | 0 | | EXTRA | \$0.00 |
| | | | | | |
| Bench Cleaning & washing | EA | 1 | \$12.72 | 48 | \$610.59 |
| TOTAL AMOUNT BID SCHEDULE IN FIGURES | 5 | | | | \$48,740.46 |
| TOTAL AMOUNT BID SCHEDULE IN WORDS | | Forty eight t | | en hundred fo | orty dollars |
| | | | | | |
| * For multiplication purposes treat | as (1) | | | | |
| ** See Appendix C for "sample" calc | | | | | |
| Note: Brush Clearance is not part of th | | ne Maintenan | ce Contract | | |

| Unit Price List | | | |
|--|---------------|------------|---------------|
| | | 1 | |
| Prices for Additional Work: Includes Labor and Material in Unit | Price | | |
| Description | | Unit Price | Unit |
| Misc irrigation system repair parts @ cost plus 15% | | | |
| Pop Up sprinkler in place repair of replace | 4" | \$22.00 | |
| | 6" | \$29.00 | EA |
| | 12" | \$38.00 | EA |
| Pop Up gear drive sprinkler in place repair or replace | 4" | \$32.00 | EA |
| | 12" | \$39.00 | EA |
| Fixed shrub sprinkler inplace or repair | | \$24.00 | EA |
| Fixed shrub gear drive sprinkler inplace or repair | | \$34.00 | EA |
| Standard Shrubs | | | |
| 1 Gal shrub/Perennial install ~ includes all ammendments | | \$19.00 | EA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$28.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$42.00 | EA |
| Patented Shrubs | | | |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$54.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$70.00 | EA |
| | | | |
| 5 Gal Tree in place (stakes included) ~ includes all ammendents w | / mulch | \$118.00 | EA |
| 15 Gal Tree in place (stakes included) ~ includes all ammendents v | | \$194.00 | EA |
| 24" Box Tree in place (stakes included) ~ includes all ammendents | | \$447.00 | EA |
| 36" Box Tree in place (stakes included) ~ includes all ammendents | | \$1,289.00 | EA |
| 48" Box Tree in place (stakes included) ~ includes all ammendents | | \$2,690.00 | EA |
| Hand Watering Tree Well | y wy maich | \$68.00 | EA |
| Standard Flats ground cover installed ~ includes all ammendment | c | \$42.00 | EA |
| Patented Flats ground cover installed ~ includes all ammendment | | \$60.00 | Per Flat |
| Standard Flat of 4" color ~ w/ ammendments | 5 | \$42.00 | Per Flat |
| Specialty Flat 4" Color ~ Kale, Double Impatiens, Angelonia w/ami | mandmants | \$52.00 | Per Flat |
| | nenuments | \$90.00 | Per Flat |
| Premium Color/Perennial Flat 4" pot w/ ammendments | | | |
| Planter Bed Mulch in place (City Approved) | | \$125.00 | cu yd |
| Turf Rennovation (dethatch, over-seed, top dress) | | \$0.68 | 1,000 sq ft |
| Turf Aeration | | \$0.32 | 1,000 sq ft |
| Addditional Landscape Labor | | \$40.00 | man/hr |
| Additional Landscape Supervisor/Irrigation Technician | | \$70.00 | man/hr |
| Additional Mowing | | \$0.23 | 100/sq ft |
| Sod Installation | | \$8.25 | SF |
| Seed Installation | | \$1.25 | SF |
| Fertilizer (Shrub bed or turf) | | \$410.00 | AS/Acre |
| Soil Test and analysis | | \$215 | Unit |
| Plant Tissue Anaysis | | \$215 | Unit |
| Plant Pathology Test | | \$340.00 | Unit |
| Backflow Prevention Inspection | | \$420.00 | Unit |
| Pesticide application on trees for disease control: Blight, (not Sho | t Hole Borer) | \$225.00 | Tree |
| Landscape Design Services | | \$198.00 | Hour |
| Submit disease/pest control records to county commissioner | | \$270.00 | Per Occurrenc |
| Insect & Disease Control of Groundcover & Shrubs | | \$623.00 | 10,000 Sq ft |

RIDER

U.S. SPECIALTY INSURANCE COMPANY

To be attached to and form a part of:

Bond No. 1001093842

Bond Amount: \$708,589.76

Type of Bond: PERFORMANCE AND PAYMENT BOND

Executed by <u>AMERICAN HERITAGE LANDSCAPE, LP</u>, as Principal, and by <u>U.S. SPECIALTY INSURANCE</u> <u>COMPANY</u>, as Surety, in favor of <u>THE CITY OF CALABASAS</u> and dated <u>FEBRUARY 17, 2022</u>.

In consideration of the premium charged for the attached bond, it is hereby agreed to change: THE BOND NUMBER

| From: | | |
|-------------------|---|--|
| 1001093842 | 6 | |
| To: 1001093843 | | |

This rider is effective February 17, 2022.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this 22nd day of February, 2022.

U.S. SPECIALTY INSURANCE COMPANY

By:

ADRIANA VALENZUELA, Attorney-in-Fact



Surety Group 801 S Figueroa Street, Suite 700 Los Angeles, CA 90017 USA Tel: 310-649-0990

| Bond Number | 1001093842 |
|-----------------|---------------------------------|
| Initial Premium | \$ included in performance bond |

PAYMENT BOND - PUBLIC WORKS

| KNOW ALL MEN BY THESE PRESENTS, That we, | American Heritage Landscape | , LP |
|---|--|---------------------------|
| | | ao i moipai, |
| and | orporation organized and existing unc | der the laws of the State |
| and authorized to transact a gene | eral surety business in the State of | California |
| a to the state of females bearing trade | The City of Calabasas | |
| The send City Hundred Fighty N | line & /6/100 1000015 (5 /00.000.00 | , lawful filoney |
| of the United States of America, for the payment whereof, We | and truly to be made, we hereby b | ind ourselves, our news, |
| executors, administrators, successors and assigns, jointly an | d severally, firmly by these presents. | |
| THE CONDITION OF THIS OBLIGATION IS SUCH, that | | |
| WHEREAS, the above-bounden Principal has entered into a | contract dated March | 1, 2022 |
| with said Obligee to do and perform the following work, to wit | Ľ. | |
| Professional Services Agreement for Landscape Landscape LMD 22 Calabasas Park Estates Landscape LMD 22 Calabasas Hills and Estates Landscape LMD 22 Las Villas HOA Landscape LMD 22 Bellagio HOA LMD 22 Calabasas Park HOA | HOA | |
| NOW, THEREFORE, if the above-bounden Principal st materialmen and all persons who shall supply such person the carrying on of such work, then this bond shall be null and | | |
| Signed, sealed and dated this 17th day of February | ry <u>2022</u> | |
| Principal By: | Surety By: | ince Company |



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint

DENNIS LANGER, THOMAS MCCALL, JANINA MONROE, TIMOTHY NOONAN

CHARLES R. TETER, III. JENNIFER OCHS. ADRIANA VALENZUELA of Los Angeles, CA its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Fifteen Million and 00/100 ****** Dollars providing the bond panalty does not exceed (** \$15,000,000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be if Resolved, that the President, any Vice-President, any Assistant Vice-President, any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary. Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY State of California County of Los Angeles Daniel P. Aguilar, Vice President 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 On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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. CT ANGEL Signature -(seal) . Expires 4gr 11, 2037 I. Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect. In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of FEBRUARY 2022 Corporate Seals Bond No. 1001093843 Agency No. 5020 - PDF POA Kie Lo. Assista Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

| A notary public or other officer completing document to which this certificate is attached | this certificate verifies only the identity of the individual who signed the d, and not the truthfulness, accuracy, or validity of that document. |
|---|--|
| State of California | , |
| Country of LOS ANGELES |) |
| On February 22,2022 Before n | ne. RHONDA LARSON, NOTARY PUBLIC |
| Date | Here Insert Name and Title of the Officer |
| personally appeared | ADRIANA VALENZUELA |
| | Name(s) of Signer(s) |
| authorithed to the within instrument an | tisfactory evidence to be the person(x) whose name(x) is/30 d acknowledged to me that be she/140 executed the same in that by 100/her/1400 rignature(x) on the instrument the person(x) erson(x) acted, executed the instrument. |
| RHONDA LARSON Notary Public - California Los Angeles County Commission # 2329998 My Comm. Expires Jun 27, 2024 | WITNESS my land sofficial seal. |
| Place Notary Seal Above Though this section is optional, comp | OPTIONAL oleting this information can deter alteration of the document or |
| fraudulent reattachn | nent of this form to an unintended document. |
| Description of Attached Document Title or Type of Document: Signer(s) | Document Date:Other Than Named Above: |
| Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Cons | Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| A notary public or other officer completing this certifi document to which this certificate is attached, and not | cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document. |
|--|--|
| State of California |) |
| County of Los Angeles |) |
| On February 21, 2022 before me, La | aura Diana Martinez, Notary Public |
| Date | Here Insert Name and Title of the Officer |
| personally appeared David G. Price | |
| | Name(s) of Signer(s) |
| subscribed to the within instrument and acknow | ry evidence to be the person(s) whose name(s) is/are whedged to me that he/she/they executed the same in his/ber/their signature(s) on the instrument the person(s), acted, executed the instrument. |
| 8 | 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. |
| LAURA DIANA MARTINEZ Notary Public - California Los Angeles County Commission # 20145724 My Comm. Expires Jun 11, 2022 | Signature Signature of Notary Public |
| Place Notary Seal Above | ADTIONAL TO THE PROPERTY OF TH |
| Though this section is optional, completing th | PTIONAL is information can deter alteration of the document or his form to an unintended document. |
| Description of Attached Document | 02/17/2022 |
| Title or Type of Document: Payment Bond Number of Pages: 1 Signer(s) Other Ti | Document Date: 02/17/2022 han Named Above: Adriana Valenzuela, Attorney in Fac |
| Capacity(ies) Claimed by Signer(s) | Tan Harried Passes. |
| Signer's Name: David G. Price M Corporate Officer Title(s): Principal | Signer's Name: Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator ☐ Other: | ☐ Trustee ☐ Guardian or Conservator ☐ Other: |
| Signer Is Representing: | |
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CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MWDD/YYYY)

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).

| this certificate does not confer rights to the certificate in | I CONTACT | | | | |
|---|---|------------------------------------|--|--|--|
| PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 | NAME: PHONE [AC, No. Est): E-MAIL ADDRESS: | NAME PHONE [ASC, No. 531): E-MAIL | | | |
| La Jolla CA 92037 | INSURER(S) AFFORDING COVERAGE | NAIC# | | | |
| (858) 587-3100 | INSURER A: Transportation Insurance Company | 20494 | | | |
| American Heritage Landscape, LP dba: American Landscape Management dba: Custom Lawn Services 7013 Owensmouth Ave Canoga Park CA 91303 | INSURER B: Continental Casualty Company | 20443 | | | |
| | INSURER C: Great American Insurance Company | 16691 | | | |
| | INSURER D. Everest National Insurance Company | 10120 | | | |
| | INSURER E: | | | | |
| | INSURER F: | | | | |

COVERAGES AMBHE08 CERTIFICATE NUMBER: 15740106 REVISION NUMBER: XXXXXXX 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.

| | CLUSIONS AND CONDITIONS OF SUCH F | NSD | SUBR | POLICY NUMBER | POLICY EFF (MM/QD/YYYY) | (MM/DD/YYYY) | LIMITS | S |
|----|--|-----|------|---------------|----------------------------|--------------|---|--------------------------|
| SR | X COMMERCIAL GENERAL LIABILITY | Y | N | 4022978129 | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence) | s 1,000,000 s 500,000 |
| | CLAIMS-MADE X OCCUR | | | | | | | \$ 5,000 |
| | X 10.000 Ded. | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | 1 1 | | 1 | | GENERAL AGGREGATE | \$ 2,000,000 |
| | POLICY X PRO. LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| _ | OTHER: | N | N | 5091505672 | 4/1/2021 | 4/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| 3 | X ANY AUTO OWNED AUTOS ONLY AUTOS AUTOS AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS | | 14 | 3071303072 | | | BODILY INJURY (Per person) | § XXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | \$ XXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per appident) | s XXXXXXX |
| | AUTOS ONLY AUTOS ONLY | con | | | | | Coll Ded. | \$ 1,000 |
| | X Comp. Ded. S | | N | TUE033265812 | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE | s 5,000,000 |
| C | Y EXCESS LIAB CLAIMS-MADE | N | N | 1050322030.2 | | | AGGREGATE | s 5,000,000 |
| | A | | | | | | | s XXXXXXX |
| _ | DED RETENTIONS \$0 | | N | G110002(01211 | 4/1/2021 | 4/1/2022 | X PER OTH- | |
| D | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N | | | CA10002691211 | 11.17.2021 | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | s 1,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | s 1,000,000 |
| Α. | DESCRIPTION OF OPERATIONS below Contractor's Equipment | | N | 4022978129 | 4/1/2021 | 4/1/2022 | Scheduled Equip.: \$1,623, Leased/Rented: \$100,000 | 659 |
| A | Special Form, incl. Theft | | | | | | Teasem Venter, 3:00,000 | |

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLET OF THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLET OF THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

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THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES HOLDER, APPLICABLE OF THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES HOLDER, APPLICABLE OF THE CARRIERS LISTED AND THE CAR

| | CANCELLATION See Attachment |
|---|--|
| CERTIFICATE HOLDER 15740106 City of Calabasas 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. |
| Calabasas 0.13315 v. | AUTHORIZED REPRESENTATIVE |

| INLATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDOGREEN AS DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDOGREEN AS DESCRIPTION OF OPERATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDOGREEN AS DESCRIPTION OF OPERATIONS ADDED BY ENDOGREEN AS DESCRIPTION OF OPERATIONS ADDED BY ENDOGREEN AS DESCRIPTION OF OPERATION OF | |
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Attachment Code: D463998 Certifique ID: 15740106

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

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

CNA75079XX (10-16)

Policy No: 4022978129 Endorsement No:

Page 1 of 2 TRANSPORTATION INSURANCE COMPANY

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

Effective Date: 4/1/2021

Atfachment Code: D463998 Certifichte ID: 15740106

CNA PARAMOUNT

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

Primary and Noncontributory Insurance

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

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.
- VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

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

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

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

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

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

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

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

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Policy No: 4022978129 6

Page 2 of 2

Endorsement No:

ACCOUNT # METER # METER LOCATION

2150442 61184241 27 FT LEFT OF DRIVEWAY TO 23046 PARK SORRENTO 2150332 61197307 PARK SORRENTO - 3 FT RIGHT OF FIRE HYDRANT AND 20 FT RIGHT OF PARK JACARANDA

2150462 45278335 23016 PARK SORRENTO - 18 FT LEFT OF WALKWAY TO POOL

2150463 642465 23016 PARK SORRENTO - 4 FT RIGHT OF POTABLE SVC

SQ FOOTAGE NAME

55939 LAS VILLAS HOA 26989 LAS VILLAS HOA

1729 LAS VILLAS HOA 8568 LAS VILLAS HOA

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| Name of Contractor: | American Heritage Landscape, LP |
|--|---|
| City Department in charge of Contract: | Landscape LMD 22 Clairidge HOA – Public Works |
| Contact Person for City Department: | Heather Melton |
| Period of Performance for Contract: | March 1st, 2022 to February 28th, 2023 |
| Not to Exceed Amount of Contract: | One Hundred and Seventy Thousand Dollars (\$170,000.00) |
| Scope of Work for Contract: | Landscape Maintenance of Common Area Within the Association |

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: | (Marie and A | - | - |
| Other: | | | |

Proper documentation is required and must be attached.

Initials: (City) (Contractor) P

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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 Clairidge Homeowners 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 *March 1st*, 2022 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 March 1st, 2022 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": March 1st, 2022.
- 3.4 "Expiration Date": February 28th, 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) (Contractor)

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5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred and Seventy Thousand Dollars (\$170,000.00) 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.).
- 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.
- 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.

 Andrea Musick shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. <u>COMPENSATION</u>

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

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

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



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. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

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

Facsimile: (818) 225-7338

If to Consultant:

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

Initials: (City) (Contractor)

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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 or medical condition.

Initials: (City) (Contractor)

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- 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.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance-shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

- 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 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or rebroadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

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

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: Mary Sue Maurer, City Mayor | By: David Price, CFO |
| Date: 3/7/2022 | Date: 2-24-2022 |
| By: Shil Kindon Meik, City Manager | |
| Date: 3/7/2022 | |
| Robert Yalda, P.E., T.E. Public Works Director | - |
| Date: 2/24/2022 | |
| Attest: By: Maricela Hernandez, MMC/CPMC | and |
| City Clerk | |
| Date: 40/00-2 | |
| Approved as to form: | |
| By: Watthew ? Summer | |
| Matthew T. Summers Colantuono, Highsmith & Whatley, PC City Attorney | |
| | |

Date: 3/7/2022

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:

| me Consultant. | |
|--|---|
| and further to not use any pesticide product | sion of Food and Agriculture Code section 12978.7 containing any of the following active ingredients: Difenacoum, or (D) Difethialone, in the course of Agreement." |
| "City" City of Calabasas By: Robert Yarda, P.E., T.E. Public Works Director/City Engineer Date: Maricela Hernandez, Mivic City Clerk Date: 2022 | "Consultant" American Heritage Landscape, LP By: David Price, President/CEO Date: 2-24-2622 |

EXCIBIT A CITY MANAGER'S LETTER



February 3rd 2022

The City has established an emergency contractor to allow the City to quickly contract with contractors during emergency situations. Venco Western, Inc. has cancelled all current City contracts effective immediately because the City is unwilling to increase their rates by 35%. Venco Western, Inc. provides landscaping maintenance service to the City as well as multiple homeowner association's throughout the City. This constitutes an emergency situation and the City will be unable to comply with normal purchasing, bidding, and contracting requirements but will nevertiteless have a need to quickly and efficiently contract for services. Therefore, the objective of this Agreement is for the Contractor to provide such services as further designated herein in Sections A and B (Scope of Work and Fee Schedule) on an emergency basis until such time as the City can resume its normal purchasing, bidding, and contracting procedures.

Sincerely,

Kindon Meik City Manager

> Chy of Culaborar 26125 Sharem Read Información \$1302-3172 Phi (015) 678-4225 Fanz (615) 678-4215

EXCIBIT B CONTRACTOR'S LETTER



Since 1973 - Services in Los Angeles, Ventura, and Orange Counties

February 3,2022

City of Calabasas 100 Civic Center Way Calabasas CA 91302 Attention: Heather Melton

Re.

Chairidge HOA

Dear Heather,

American Heritage is agreeing to assist with the unforeseen situation and will provide landscape maintenance service for Clairidge HOA. We will perform the services at the existing cost incorporating the discussed modifications at the meeting on 1/27/22. We are prepared to begin the work on March 1st 2022.

Sincerely,

Andrea Musick
Director of Maintenance

EXCIBIT C SCOPE OF WORK/FEE SCHEDULE

| | | 1 | DGE HOA - | EATINE 10 | | | _ |
|------------|---|-------------|--------------------|-------------|---------------------|-----------------|-------------|
| FEM NO. | CESCRIPTION | UNIT | QUANTITY | UNIT PRICES | ANNIAL FREQUENCY | ANQUNT | |
| CENER | al maintenance | | | | | | |
| i. | Facility inspection by contractor, visual/operational. | I.S | There is the first | \$ | 12: | S | |
| 2. | Walk through inspection with HOA/LLAD representative. | LS | ì | s | 12 | \$ | |
| 3. | Paved sidewalks, walkways, medians, pathways and parking area cleanup and weed control. | 100 SF | 666 | \$ | 4638. | 8 | |
| 4, | Insect, disease, post, and redent | LS | 4 | s | *As required. | S | |
| DRAINA | GE PACILITIES | | | | | | |
| 5 , | Inspect, clean and keep clear concrete "V"-ditches, inlets, bench drains, swales, and curb drains. | 100 LF | 64 | S | 12-20 | 5 | |
| LAWN A | REAS | | | | | · | |
| 6. | Mowing (mulching permitted). | 100 SF | 145 | \$ | 4232 | \$ | |
| 7. | Edging, | LS | 1 | S | 12 | s | |
| 8. | Fortilization, | 100 SF | 145 | S | 3 | S | |
| 9. | Wood control. | 100 SF | 145 | \$ | 46-52 | \$ | |
| 10, | Accion. | 100 SF | 145 | \$ | i | s | |
| 11. | Dethatching. | 100 SF | 145 | S | + | s | Ì |
| ROUND | COVER AND SHRUB AREAS | | | _ | | | 1 |
| 12. | Inspect, weed, and clean groundcover and shrub bods. | 100 SF | 40 | 5 | 46-52 | s | |
| 13. | Pruning. | 100 SF | 40 | \$ | 2 | s | |
| 14. | Edging. | LŞ | 1 | \$ | 12 | \$ | |
| 15. | Fertilization. | 100 SF | 40 | \$ | 3 | 8 | i a moduce |
| 16 | Replace annual color plores | 100 SF | 7 | \$ | 3- | s _ Ca | n be includ |
| 17. | Mulching (top dress): | 100 SF | 40 | \$ | 2 | \$ | |
| REES | | | | | | 11-3 | |
| - 1 | Inspect for damage and/or | - 1 | - | | • | | |
| lf. | special needs for safety and health. | LS | ţ | S | 12 | s | |
| 19, | Pruning for podestrian/vehicular clearances. | 1.8 | 1 | \$ | 12 | s | |

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

| | 1 | CLAIR | IDGE HOA - | ZONE 10 | TANK TANK TANK | |
|------------------|--|-------------|------------|-------------|---------------------|---------|
| ITEM NO. | DESCRIPTION | UNIT | QUARTITY | UNIT PRICES | AMMIAL FREQUENCY | THUCHA |
| 20. | Maintain tree wells and watering basins, including weeding and | LS | 1 | \$ | *As needed. | s |
| 21. | Fertilization | LS | 1 | S | 2 | \$ |
| 22. | Inspect and adjust tree stakes, ties and guys. | LS | 1 | \$ | 12 | 5 |
| PLANTI | ed slopes | | | | | |
| 23. | Inspect for damage and special needs to maintain health. | 100 SF | 9,980 | S | 12 | \$ |
| 24. | Pruning. | IOO SF | 9,980 | 8 | 2 | s |
| 25. | Edging. | LS | 1 | \$ | 12 | \$ |
| 26, | Weed control. | 100 SF | 9,980 | \$ | 12 | \$ |
| 27. | Fertilization. | 100 SF | 9,980 | S | 2 | S |
| irriga' | tion systems | | | | | |
| 28. | Operate, observe and adjust irrigation systems. | 1,000 SF | 1,018 | \$ | 12 | \$ |
| 29. | Probe for soil water content and adjust irrigation systems to meet seasonal needs. | 1,000 SF | 1,018 | s | 12 | S |
| 30. | Annual infigation systems audit. | 1,000 SF | 1,018 | s | 1 | s |
| PARK A | ND RECREATION FACILITIES | | | | | |
| -3 1. | Tennis court sweeping/blowing. | EA | 2 | S | 46-50 | S |
| 32. | Tennis-court-washing: | EA | 2 | S | *As needed. | 3 |
| TOTAL A | MOUNT BID SCHEDULE IN FIG | URES | | | & 49.8 | 19.40 |
| POTAL A | mount bid schedule in wo | RDS | - | - | | ANNUM D |
| | nlication numbers treater (1) | | | Umilia . | | this |

^{*} For multiplication purposes, treat as (1).

**See Appendix C for "sample" calculation.

| Unit Price List | | | |
|--|----------------|-------------|----------------|
| Unit Price List | | | |
| Prices for Additional Work: Includes Labor and Material in Unit | Price | | |
| Description | rice | Unit Price | Unit |
| Misc irrigation system repair parts @ cost plus 15% | | Offic Price | Offic |
| Pop Up sprinkler in place repair of replace | 4" | \$22.00 | |
| , op op op minder in place repair of replace | 6" | \$29.00 | EA |
| | 12" | \$38.00 | EA |
| Pop Up gear drive sprinkler in place repair or replace | 4" | \$32.00 | EA |
| - op op Best stree op minde in place repair of replace | 12" | \$39.00 | EA |
| Fixed shrub sprinkler inplace or repair | 12 | \$24.00 | EA |
| Fixed shrub gear drive sprinkler inplace or repair | | \$34.00 | EA |
| Standard Shrubs | | 754.00 | LA |
| 1 Gal shrub/Perennial install ~ includes all ammendments | | \$19.00 | EA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$28.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$42.00 | EA |
| Patented Shrubs | | Ş42.00 | LA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$54.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$70.00 | EA |
| , standard an arministration | | \$70.00 | LA |
| 5 Gal Tree in place (stakes included) ~ includes all ammendents w | // mulch | \$118.00 | EA |
| 15 Gal Tree in place (stakes included) ~ includes all ammendents | <u> </u> | \$194.00 | EA |
| 24" Box Tree in place (stakes included) ~ includes all ammendent | | \$447.00 | EA |
| 36" Box Tree in place (stakes included) ~ includes all ammendent | | \$1,289.00 | EA |
| 48" Box Tree in place (stakes included) ~ includes all ammendent | \$2,690.00 | EA | |
| Hand Watering Tree Well | - 11, 11141011 | \$68.00 | EA |
| Standard Flats ground cover installed ~ includes all ammendment | rs | \$42.00 | EA |
| Patented Flats ground cover installed ~ includes all ammendmen | | \$60.00 | Per Flat |
| Standard Flat of 4" color ~ w/ ammendments | | \$42.00 | Per Flat |
| Specialty Flat 4" Color ~ Kale, Double Impatiens, Angelonia w/am | mendments | \$52.00 | Per Flat |
| Premium Color/Perennial Flat 4" pot w/ ammendments | | \$90.00 | Per Flat |
| Planter Bed Mulch in place (City Approved) | | \$125.00 | cu yd |
| Turf Rennovation (dethatch, over-seed, top dress) | | \$0.68 | 1,000 sq ft |
| Furf Aeration | | \$0.32 | 1,000 sq ft |
| Addditional Landscape Labor | | \$40.00 | man/hr |
| Additional Landscape Supervisor/Irrigation Technician | | \$70.00 | man/hr |
| Additional Mowing | | \$0.23 | 100/sq ft |
| Sod Installation | | \$8.25 | SF |
| Seed Installation | | \$1.25 | SF |
| Fertilizer (Shrub bed or turf) | | \$410.00 | AS/Acre |
| Soil Test and analysis | | \$215 | Unit |
| Plant Tissue Anaysis | | \$215 | Unit |
| Plant Pathology Test | \$340.00 | Unit | |
| Backflow Prevention Inspection | | \$420.00 | Unit |
| Pesticide application on trees for disease control: Blight, (not Sho | t Hole Borer) | \$225.00 | Tree |
| andscape Design Services | , | \$198.00 | Hour |
| Submit disease/pest control records to county commissioner | | \$270.00 | Per Occurrence |
| nsect & Disease Control of Groundcover & Shrubs | | \$623.00 | 10,000 Sq ft |

RIDER

U.S. SPECIALTY INSURANCE COMPANY

To be attached to and form a part of:

Bond No. 1001093842

Bond Amount: \$708,589.76

Type of Bond: PERFORMANCE AND PAYMENT BOND

Executed by AMERICAN HERITAGE LANDSCAPE, LP, as Principal, and by U.S. SPECIALTY INSURANCE COMPANY, as Surety, in favor of THE CITY OF CALABASAS and dated FEBRUARY 17, 2022.

In consideration of the premium charged for the attached bond, it is hereby agreed to change: **THE BOND NUMBER**

| From: | |
|-------|--|

1001093842

To:

1001093843

This rider is effective February 17, 2022.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this 22nd day of February, 2022.

U.S. SPECIALTY INSURANCE COMPANY

Bv

ADRIANA VALENZUELA, Attorney-in-Fact



Surety Group 801 S Figueroa Street, Suite 700 Los Angeles, CA 90017 USA Tel: 310-649-0990

Bond Number 1001093842
Initial Premium \$ included to performance bond

PAYMENT BOND - PUBLIC WORKS

| KNOW ALL MEN BY THESE PRESENTS, That we, | American Heritage Landscape, LP |
|---|--|
| | , as Principal, |
| and U.S. Specialty Insurance Company , a cor | rporation organized and existing under the laws of the State |
| of <u>Texas</u> , and authorized to transact a genera | al surety business in the State of <u>California</u> as |
| Surety, are held and firmly bound unto | The City of Calabasas, as Obligee, |
| in the sum of Seven Hundred Eight Thousand Five Hundred Eighty Nin | <u>e & 76/100</u> Dollars (\$ |
| of the United States of America, for the payment whereof, well | and truly to be made, we hereby bind ourselves, our heirs, |
| executors, administrators, successors and assigns, jointly and | severally, firmly by these presents. |
| THE CONDITION OF THIS OBLIGATION IS SUCH, that | |
| WHEREAS, the above-bounden Principal has entered into a cowith said Obligee to do and perform the following work, to wit: | ontract dated March 1, 2022 |
| Professional Services Agreement for Landscape Ma Landscape LMD 22 Calabasas Park Estates Landscape LMD 22 Calabasas Hills and Estates Ho Landscape LMD 22 Las Villas HOA Landscape LMD 22 Bellagio HOA LMD 22 Calabasas Park HOA | |
| NOW, THEREFORE, if the above-bounden Principal shall materialmen and all persons who shall supply such person or the carrying on of such work, then this bond shall be null and very | persons, or subcontractors, with materials and supplies for |
| Signed, sealed and dated this 17th day of February | |
| American Heritage Landscape, LP Principal By: | By: Adriana Valenzuela U.S. Specialty Insurance Company Adviney In Fact |



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

DENNIS LANGER, THOMAS MCCALL, JANINA MONROE, TIMOTHY NOONAN

CHARLES R. TETER, III, JENNIFER OCHS. ADRIANA VALENZUELA of Los Angeles. CA its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, ****** Fifteen Million and 00/100 ****** providing the bond penalty does not exceed (**\$15.000.000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary. Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

| certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is t | rue and correct. |
|---|-------------------|
| WITNESS my hand and official seal. Signature (seal) | |
| Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, Unite Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boa set out in the Power of Attorney are in full force and effect. | t copy of a Power |
| In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles 22nd | , California this |
| Corporate Seals Bond No. 1001093843 Agency No. 5020 - PDF POA Kio Lo, Assista | Miss Secretary |
| Agency No. 5020 - PDF POA Kio Lo, Assista | J. 003. 31.01 j |

CIVIL CODE \$ 1189

| CALIFORNIA ALL-PURPOSE ACRIOWEEL | DOWNER : OF THE CONTRACT OF TH |
|--|--|
| A notary public or other officer completing this cert document to which this certificate is attached, and no | ificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document. |
| State of California |) |
| County of LOS ANGELES |) |
| On February 27,2022 before me, | RHONDA LARSON, NOTARY PUBLIC |
| Date | Here Insert Name and Title of the Officer |
| personally appearedADI | RIANA VALENZUELA |
| personally appeared | Name(s) of Signer(s) |
| subscribed to the within instrument and acknowledge (apacity) (A), and that bor the entity upon behalf of which the person of the entity upon behalf o | owledged to me that be she/they executed the same in by (ix/her/the) r signature(x) on the instrument the person(x), 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 and are official seal. Signature of Notary Public RHONDA LARSON, NOTARY PUBLIC |
| Place Notary Seal Above | |
| Though this section is optional, completing t | OPTIONAL this information can deter alteration of the document or this form to an unintended document. |
| Description of Attached Document Title or Type of Document: | Document Date: Than Named Above: |
| | |
| Capacity(ies) Claimed by Signer(s) Signer's Name: | Signer's Name: |
| ☐ Corporate Officer — Title(s): | Corporate Officer - Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator ☐ Other: |
| Other:Signer Is Representing: | |
| | |
| Macestrators and the certain disease interestrators and action | |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

| A notary public or other officer completing this certific document to which this certificate is attached, and not | cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document. |
|---|---|
| State of California | |
| County of _Los Angeles |) |
| On February 21, 2022 before me,La | aura Diana Martinez, Notary Public |
| Date | Here Insert Name and Title of the Officer |
| personally appeared David G. Price | |
| | Name(s) of Signer(s) |
| subscribed to the within instrument and acknow | y evidence to be the person(s) whose name(s) is/ace wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument 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. |
| LAURA DIANA MARTINEZ Notary Public - California Los Angeles County Commission # 2245724 My Comm. Expires Jun 11, 2022 | Signature Of Notary Public |
| | PTIONAL |
| | is information can deter alteration of the document or nis form to an unintended document. |
| Description of Attached Document | 22/47/222 |
| Title or Type of Document: Payment Bond | Document Date:02/17/2022 |
| Number of Pages: 1 Signer(s) Other Th | nan Named Above:Adriana Valenzuela, Attorney in Fac |
| Capacity(ies) Claimed by Signer(s) Signer's Name: David G. Price | Signer's Name: |
| | ☐ Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | □ Partner → □ Limited □ General □ Individual □ Attorney in Fact |
| ☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator | |
| | |
| ☐ Other:Signer Is Representing: | Signer Is Representing: |
| 20100000000000000000000000000000000000 | |

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CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY)

2 10/28/2021

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).

| | tificate does not confer rights to the certificate holde | | | | |
|---------|---|--|--------|--|--|
| | Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 | NAME: PHONE (AIC, No, Ext): (AIC, No, Ext): E-MAIL ADDRESS; | | | |
| La | a Jolla CA 92037 | INSURER(S) AFFORDING COVERAGE | NAIC# | | |
| | (858) 587-3100 | INSURER A: Transportation Insurance Company | 20494 | | |
| | | INSURER B: Continental Casualty Company | 20443 | | |
| 1380000 | American Heritage Landscape, LP dba: American Landscape Management dba: Custom Lawn Services 7013 Owensmouth Ave | INSURER C: Great American Insurance Company | 16691 | | |
| | | INSURER D: Everest National Insurance Company | 10120 | | |
| | | INSURER E: | ļ | | |
| | Canoga Park CA 91303 | INSURER F: | VVVVVV | | |

COVERAGES AMEHEOS CERTIFICATE NUMBER: 15740106 REVISION NUMBER: XXXXXXX

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.

| | RTIFICATE MAY BE ISSUED OR MAY F CLUSIONS AND CONDITIONS OF SUCH F TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP (MM/DD/YYYY) | Edition | |
|----|--|------|------|---------------|------------|----------------------------|--|----------------------------|
| R | X COMMERCIAL GENERAL LIABILITY | Y | N | 4022978129 | 4/1/2021 | 4/1/2022 | | \$ 1,000,000 \$ 500,000 |
| 1 | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | 5 5,000 |
| 1 | X 10.000 Ded. | | 1 1 | | | | PERSONAL & ADVINJURY | \$ 1,000,000 |
| 1 | | | | | 1 | | GENERAL AGGREGATE | \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC | | | | | | PRODUCTS - COMPIOP AGG | \$ 2,000,000 \$ |
| | OTHER: | 27 | N | 5091505672 | 4/1/2021 | 4/1/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| 1 | AUTOMOBILE LIABILITY | N | N | 3071303072 | | | BODILY INJURY (Per person) | S XXXXXXX |
| | X ANY AUTO SCHEDULED | | 1 | | | | BODILY INJURY (Per accident) | 5 XXXXXXX |
| | AUTOS ONLY AUTOS | | | | | 1 | PROPERTY DAMAGE (Per accident) | 5 XXXXXXX |
| | A AUTOS ONLY AUTOS ONLY | | | | 1 | | Coll Ded. | \$ 1,000 |
| | X Comp. Ded. S | | - | | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE | s 5,000,000 |
| : | UMBRELLA LIAB X OCCUR | N | N | TUE033265812 | 7/1/2021 | | AGGREGATE | \$ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | | s XXXXXXX |
| | DED RETENTIONS \$0 WORKERS COMPENSATION | - | N | | 4/1/2021 | 4/1/2022 | X PER OTH- | |
|) | AND EMPLOYERS' LIABILITY Y / N | | 14 | CA10002691211 | 4/1/2021 | 1,1,2022 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE N | | 4 | | | | E.L. DISEASE - EA EMPLOYEE | s 1,000,000 |
| | (Mandatory in NH) | | | | | | EL. DISEASE - POLICY LIMIT | s 1.000.000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | - | 1 37 | 4022978129 | 4/1/2021 | 4/1/2022 | Scheduled Equip.: \$1,623 | ,659 |
| ¥. | Contractor's Equipment Special Form, incl. Theft | N | N | 40227/0127 | | | Leased/Rented: \$100,000 | |

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Landscape Maintenance of Common Benefit Areas within Landscape Maintenance District 22: CBA 1 - Zone 21, CBA 4 - Zone 25; Calabasas Road Commercial District - Zone Re: Landscape Maintenance of Common Benefit Areas within Landscape Maintenance District 27: CBA 1 - Zone 21, CBA 2 - Zone 25; Calabasas Road Commercial District - Zone 26 (C), Civic Center Site - Zone 26 (D). City of Calabasas, its officers, employees, agents and volunteers, CBA-1 26 (A), Calabasas Road Old Town District - Zone 26 (B), Civic Center Way - Zone 26 (C), Civic Center Site - Zone 26 (B), Civic Center Way - Zone 26 (C), Civic Center Site -

| A CONTRACTOR OF THE CONTRACTOR | CANCELLATION See Attachment |
|--|--|
| CERTIFICATE HOLDER | |
| 15740106 City of Calabasas 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. |
| | © 1988-2015 ACORD CORPORATION. All rights reserved |

| NATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDO ISSURANCE provided to Additional Insured(s) is primary and non-control endorsement issued or approved by the insurance carrier. | ibutory to the extent provide | of ny me homey ranguage | |
|--|-------------------------------|-------------------------|--|
| endorsement issued or approved by the insurance carries. | | | |
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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or

Contractors - with Products-Completed

Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:
 Policy No: 4022978129

CNA75079XX (10-16)

Page 1 of 2
TRANSPORTATION INSURANCE COMPANY

Endorsement No: 6

Effective Date: 4/1/2021

CNA

CNA PARAMOUNT

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

Primary and Noncontributory Insurance

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

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.
- VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

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

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

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

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

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

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

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

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Page 2 of 2

TRANSPORTATION INSURANCE COMPANY

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

Policy No: 4022978129

Endorsement No: 6

Effective Date: 4/1/2021

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

| Name of Contractor: | American Heritage Landscape, LP |
|--|--|
| City Department in charge of Contract: | Landscape LMD 22 Calabasas Country Estates – Public Works |
| Contact Person for City Department: | Heather Melton |
| Period of Performance for Contract: | March 1 st , 2022 to February 28 th , 2023 |
| Not to Exceed Amount of Contract: | Eighty-Five Thousand (\$85,000.00) |
| Scope of Work for Contract: | Landscape Maintenance of Common Area Within the Association |

Insurance Requirements for Contract:

| X yes no - Is General Liability insurance required in this contract? | | |
|--|---|-----|
| If yes, please provide coverage amounts: | | |
| X yes \(\square\) no - Is Auto insurance required in this contract? | | |
| If yes, please provide coverage amounts: | | 155 |
| 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)

Page 1 of 22 v. 6.0 (Last Update: 07/01/21)

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 Calabasas Country Estates Homeowners 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 *March 1st*, 2022 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 March 1st, 2022 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": March 1st, 2022.
- 3.4 "Expiration Date": February 28th, 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.

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5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Eighty-Five Thousand (\$85,000.00) 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.).
- 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.
- 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.

 Andrea Musick shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

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

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

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10. INDEMNIFICATION

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

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- Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

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

Initials: (City) (Contractor)

Page 6 of 22 v. 6.0 (Last Update: 07/01/21) 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. 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.
- All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

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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.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

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

Facsimile: (818) 225-7338

If to Consultant:

American Heritage Landscape, LP 7013 Owensmouth Ave. Canoga Park, CA 91303 Attn: David Price President/CEO

Telephone: (818)999-2041

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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

SURVIVING COVENANTS

Facsimile: (213) 542-5710

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

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- 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 court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any-litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.



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

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

| "City" City of Calabasas | "Consultant" American Heritage Landso |
|---|--|
| By: Mary Sue Maurer, City Mayor | By: David Price, CFO |
| Date:3/7/2022 | Date: 2-24-2022 |
| By: Silled Kindon Meik, City Manager | |
| Date: 3/7/2022 By: Robert Yalda, P.E., T.E. Public Works Director | |
| Date: 2/24/2022 | |
| Attest: By: Maricela Hernandez, MMC, CPMC City Clerk | non |
| Date: 3/8/60 72 | |
| Approved as to form: By: Watthew T. Seumen. | |
| Matthew T. Summers Colantuono, Highsmith & Whatley, P City Attorney | С |

Date: 3/7/2022

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

By:

Robert Yalda, P.E., T.E.

Public Works Director/City Engineer

Date:

Date:

224 2022

Attest:

By:

Maricela Hernandez, MMC

City Clerks

American Heritage Landscape, LP

Date:

2-24-2022

EXCIBIT A CITY MANAGER'S LETTER



February 3rd 2022

The City has established an emergency contractor to allow the City to quickly contract with contractors during emergency situations. Venco Western, Inc. has cancelled all current City contracts effective immediately because the City is unwilling to increase their rates by 35%. Venco Western, Inc. provides landscaping maintenance service to the City as well as multiple homeowner association's throughout the City. This constitutes an emergency situation and the City will be unable to comply with normal purchasing, bidding, and contracting requirements but will nevertheless have a need to quickly and efficiently contract for services. Therefore, the objective of this Agreement is for the Contractor to provide such services as further designated herein in Sections A and B (Scope of Work and Fee Schedule) on an emergency basis until such time as the City can resume its normal purchasing, bidding, and contracting procedures.

Sincerely,

Kindon Meik City Manager

> Chy of Culcionae 20136 Murrore Read Calabasae CA \$1302-3172 Pb. (516) 878-4225 Fant (618) 878-4215

EXCIBIT B CONTRACTOR'S LETTER



Slace 1973 - Services in Los Angeles, Ventura, and Orange Counties

February 3,2022

City of Calabasas 100 Civic Center Way Calabasas CA 91302 Attention: Heather Melton

Re:

Calabasas Country Estates HOA

Dear Heather,

American Heritage is agreeing to assist with the unforeseen situation and will provide landscape maintenance service for Calabasas Country Estates HOA. We will perform the services at the existing cost incorporating the discussed modifications at the meeting on 1/27/22. We are prepared to begin the work on March 1* 2022.

Sincerely,

Andrea Musick
Director of Maintenance

EXCIBIT C SCOPE OF WORK/FEE SCHEDULE

LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 IN THE CTTY OF CALABASAS, CALIFORNIA

| ITEM NO. | DESCRIPTION | S COUNTRY | ESTATE | INI | ANNUAL | EXTENDES |
|----------|--|------------------------|---------------|-------|-----------|----------|
| | 5450 6000000 1000 | ESTEMATED OF ANTITY | PARET | PRICE | FREQUENCY | AMOUNT |
| GENERA | LMAINTENANCE | | | | | |
| 1. | Facility inspection by contractor, visual/operational. | 1 | LS | | 12 | |
| 2. | Walk through inspection with HOA/LMD representative. | 1 | LS | | 12 | |
| 3. | Paved sidewalks, walkways, medians, pathways, and parking area cleanup and weed control. | 724 | 100SF | | 46 | |
| DRAINA | GE PACILITIES | | | _ | | |
| 4. | Inspect and maintain concrete "V" disches, inlets, bench drains, swales, and curb drains, | 32 | 100SF | | 12.30 | |
| AWNA | | | 1,500,000,000 | | | |
| 8. | Mowing (mulching permitted) and edging. | 80 | 100SF | | 46 | |
| 9. | Fortilization | 80 | 100SF | | 4 | |
| 10. | Weed Control | 80 | 100SF | | . 0 | |
| 11, | Aeretion . | 80 | 100SF | | 0 | |
| 12, | Dethatching - | 80 | 1005 | | 0 | - |
| ROUND | COVER AND SHRUB AL | REAS | | | | |
| 13. | Inspect, weed, and clean groundcover and shrub beds. | 134 | 100SF | | 20 | |
| 14, | Shrub pruning in natural form. | 134 | 100SF | | 2 | |
| 15. | Fertilization | 134 | 100SF | | 2 | |
| 16. | Replace annual color plants, | 10 | 100SF | | | EXTRA |

| TREES | | | | and the same of | | | | |
|--------------|--|-------|-----------|-----------------|-------------|-------------|----------------|--|
| 17. | Inspect for damage and/or special accels for safety and health. | 1 | LS | | 12 | 1 | | |
| 18. | Printing | + | LS | | | 1 | | |
| 19. | Malatain tree wells and watering busins, including weeding and mulching | 1 | LS | | 12 | | | |
| 20. | Inspect and adjust tree states, | 1 | LS | | 12 | 7 | | |
| PAY 4 9-1999 | t tics and gavy. | 114.0 | 123 | 1 | 12 | | | |
| PLANT | ED SLOPES | - | | | | | | |
| 21 | Inspect for drawing and special needs to maintain bealth. | 1,372 | 108SF | | As Required | | | |
| 22. | Praning. | 1,372 | 100STF | | 12 | | | |
| 23. | Edging. | 1 | 1.5 | | 12 | | | |
| 24. | Weed control | 1,372 | 100SF | | 12 | | | |
| 25. | Fortilitation. | 1,372 | 100SF | | 2 | | | |
| RRIGA | TION SYSTEMS | | - | 4L | | 1 | | |
| 25. | Operate, observe and adjust | 160 | 1,00033 | | 12 | | | |
| 27. | Probe for soil water content and adjust irrigation systems to meet seasonal needs. | 160 | 1,000SF | | 1 | | | |
| 28. | Asintal inrightion systems sucit. | 160 | 1,000SF | | ì | | | |
| ARK A | ND RECREATION FACILI | TIES | | | | - | | |
| 29, | Tennis apart syrosping blowing. | | SA | | / | | - | |
| 30 | Sample count | | EA | | | | | |
| | 2 | | 1 | TOTAL | | \$26,464,76 | 23.05 31.20 | |
| | Committee of the commit | | | | | \ | - | |
| | | | | | | 0000 | 1120 | |

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| 11-24 8 2 - 1 1 1 | | | |
|---|---------------|-------------|----------------|
| Unit Price List | | | |
| Prices for Additional Work: Includes Labor and Material in Unit | Prico | | |
| Description | Price | Unit Price | Unit |
| Misc irrigation system repair parts @ cost plus 15% | | Offic Price | Offic |
| Pop Up sprinkler in place repair of replace | 4" | \$22.00 | |
| тор ор зринкет играсе геран от геріасе | 6" | \$29.00 | EA |
| | 12" | \$38.00 | EA |
| Pop Up gear drive sprinkler in place repair or replace | 4" | \$32.00 | EA |
| t op op gear arrive sprinker in place repair of replace | 12" | \$39.00 | EA |
| Fixed shrub sprinkler inplace or repair | 12 | \$24.00 | EA |
| Fixed shrub gear drive sprinkler inplace or repair | | \$34.00 | EA |
| Standard Shrubs | | \$34.00 | LA |
| 1 Gal shrub/Perennial install ~ includes all ammendments | | \$19.00 | EA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | \$19.00 | EA EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | | |
| Patented Shrubs | | \$42.00 | EA |
| 2 Gal shrub/Perennial install ~ includes all ammendments | | ĆE4.00 | FA |
| | | \$54.00 | EA |
| 5 Gal shrub/Perennial install ~ includes all ammendments | | \$70.00 | EA |
| 5 Gal Tree in place (stakes included) $^{\sim}$ includes all ammendents w | ı/ mulch | \$118.00 | EA |
| 15 Gal Tree in place (stakes included) ~ includes all ammendents | w/ mulch | \$194.00 | EA |
| 24" Box Tree in place (stakes included) ~ includes all ammendent | \$447.00 | EA | |
| 36" Box Tree in place (stakes included) ~ includes all ammendent | s w/ mulch | \$1,289.00 | EA |
| 48" Box Tree in place (stakes included) ~ includes all ammendent | s w/ mulch | \$2,690.00 | EA |
| Hand Watering Tree Well | | \$68.00 | EA |
| Standard Flats ground cover installed ~ includes all ammendment | is | \$42.00 | EA |
| Patented Flats ground cover installed ~ includes all ammendment | :s | \$60.00 | Per Flat |
| Standard Flat of 4" color ~ w/ ammendments | | \$42.00 | Per Flat |
| Specialty Flat 4" Color ~ Kale, Double Impatiens, Angelonia w/am | mendments | \$52.00 | Per Flat |
| Premium Color/Perennial Flat 4" pot w/ ammendments | | \$90.00 | Per Flat |
| Planter Bed Mulch in place (City Approved) | | \$125.00 | cu yd |
| Turf Rennovation (dethatch, over-seed, top dress) | | \$0.68 | 1,000 sq ft |
| Turf Aeration | | \$0.32 | 1,000 sq ft |
| Addditional Landscape Labor | | \$40.00 | man/hr |
| Additional Landscape Supervisor/Irrigation Technician | | \$70.00 | man/hr |
| Additional Mowing | | \$0.23 | 100/sq ft |
| Sod Installation | | \$8.25 | SF |
| Seed Installation | | \$1.25 | SF |
| ertilizer (Shrub bed or turf) | | \$410.00 | AS/Acre |
| Soil Test and analysis | | \$215 | Unit |
| Plant Tissue Anaysis | | \$215 | Unit |
| Plant Pathology Test | \$340.00 | Unit | |
| Backflow Prevention Inspection | \$420.00 | Unit | |
| Pesticide application on trees for disease control: Blight, (not Sho | t Hole Borer) | \$225.00 | Tree |
| andscape Design Services | cbic borery | \$198.00 | Hour |
| Submit disease/pest control records to county commissioner | | \$270.00 | Per Occurrence |
| nsect & Disease Control of Groundcover & Shrubs | | \$623.00 | 10,000 Sq ft |

RIDER

U.S. SPECIALTY INSURANCE COMPANY

To be attached to and form a part of:

Bond No. 1001093842

Bond Amount: \$708,589.76

Type of Bond: PERFORMANCE AND PAYMENT BOND

Executed by AMERICAN HERITAGE LANDSCAPE, LP, as Principal, and by U.S. SPECIALTY INSURANCE

COMPANY, as Surety, in favor of THE CITY OF CALABASAS and dated FEBRUARY 17, 2022.

In consideration of the premium charged for the attached bond, it is hereby agreed to change:

THE BOND NUMBER

| | | | _ |
|---|----|---|---|
| - | rn | m | |

1001093842

To:

1001093843

This rider is effective February 17, 2022.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this 22nd day of February, 2022.

U.S. SPECIALTY INSURANCE COMPANY

By:

ADRIANA VALENZUELA



Surety Group 801 S Figueroa Street, Suite 700 Los Angeles, CA 90017 USA Tel: 310-649-0990

Bond Number 1001093842
Initial Premium \$ subsection performance base

PAYMENT BOND - PUBLIC WORKS

| | The last state of the last sta | American Harita | ne Landscape, LP | |
|----------------|--|-------------------------------|--------------------|--|
| KNOW ALI | L MEN BY THESE PRESENTS, That we, | American Fierita | ge conseeder. | as Principal, |
| and | U.S. Specialty Insurance Company , a | corporation organized and | existing under t | he laws of the State |
| and | Texas , and authorized to transact a gen | neral surety business in the | State of | California |
| Surety are | held and firmly bound unto | The City of Calabasas | | , as Obligee, |
| e like "Sovero | o I dead Eight Thousand Five Hundred Fighty | Nine & 76/100 Dollars (\$ | 708,589.76 |), lawful money |
| of the Unite | ed States of America, for the payment whereof, w | ell and truly to be made, v | ve nereby bind o | ourselves, our heirs, |
| executors, | administrators, successors and assigns, jointly ar | nd severally, firmly by thes | e presents. | |
| | | | | |
| THE COND | DITION OF THIS OBLIGATION IS SUCH, that | | | |
| WHEREAS | S, the above-bounden Principal has entered into a | contract dated | March 1, 2 | 2022 |
| with said O | Obligee to do and perform the following work, to w | it: | | |
| Profess | sional Services Agreement for Landscape | Maintenance: | | |
| lander | ape LMD 22 Calabasas Park Estates | | | |
| Lander | ape LMD 22 Calabasas Hills and Estates | HOA | | |
| Lander | ape LMD 22 Las Villas HOA | | | |
| Landec | ape LMD 22 Bellagio HOA | | | |
| IMD 22 | 2 Calabasas Park HOA | | | |
| | - Calabada Fairi Fair | | | |
| | HEREFORE, if the above-bounden Principal s | hall faithfully nay all lat | norers mechan | nics, subcontractors |
| | a all assessment of the second country cuch nargon | or nersons or subcontra | JUIS, WILL HIGH | idio dita cappi |
| the carryin | en and all persons who shall supply such person ng on of such work, then this bond shall be null an | d void; otherwise it shall re | main in full force | e and effect. |
| | | | | |
| Signed, se | ealed and dated this 17th day of Februa | ary | | |
| | | | | |
| | | | | 50 |
| ž. | | | | |
| , | American Heritage Landscape, LP | | pecialty Insurance | Company |
| Principal | ^ - | Surety | () | |
| | | | SIE | |
| _ | 11 7 Km | By: | - 11 | $\sim 10^{-1}$ |
| Ву: | The second | | na Valenzuela | , Altorney in Fact |
| | | Adita | , | La constitue de la constitue d |



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint.

DENNIS LANGER, THOMAS MCCALL, JANINA MONROE, TIMOTHY NOONAN

CHARLES R. TETER, III, JENNIFER OCHS, ADRIANA VALENZUELA of Los Angeles, CA its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, Dollars providing the bond penalty does not exceed ****** Fifteen Million and 00/100 ** (**\$15,000,000.00 **). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary. Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY SES SURA State of California

County of Los Angeles



Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

| I certify under PENALTY OF PERJURY un | der the laws of the State of Ca | alifornia that the foregoing | paragraph is true and correct. |
|---|--|--|--|
| WITNESS my hand and official seal. | | SCHAIO CARRECO Hodary Robbit - Cadifornia Los Atgeles Coursy Caromiston / 2229479 | |
| Signature Signature | —— (seal) 1 | An Comm. Sapites Apr. 13, 2017 | |
| I, Kio Lo, Assistant Secretary of America Company and U.S. Specialty Insurance Con of Attorney, executed by said Companies, v set out in the Power of Attorney are in full for | npany, do hereby certify that the which is still in full force and effe | e above and foregoing is a tr | ue and correct copy of a Power |
| In Witness Whereof, I have hereunto set 22nd day of FEBRUARY | my hand and affixed the se | als of said Companies at | Los Angeles, California this |
| Corporate Seals Bond No. 1001093843 | APPER DE TOTAL | | de la companya dela companya dela companya dela companya de la companya de la companya de la companya dela companya de la companya dela companya |
| Agency No. 5020 - PDF POA | | | Kio Lo. Assistadt Secretary |

| A single block of sections completing this | certificate verifies only the identity of the individual who signed the |
|---|--|
| A notary public or other officer completing this document to which this certificate is attached, ar | nd not the truthfulness, accuracy, or validity of that document. |
| State of California |) |
| County of LOS ANGELES | _) |
| 61 27 7072 | PHONIDA LARSON, NOTARY PUBLIC |
| On Lloman Librarie me, | RHONDA LARSON, NOTARY PUBLIC Here Insert Name and Title of the Officer |
| Date | |
| personally appeared | Name(s) of Signer(s) |
| | factory evidence to be the person(s) whose name(s) is/a/s icknowledged to me that he/she/t/key executed the same in at by kix/her/t/key r signature(s) on the instrument the person(x), on(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 and and official seal. Signature of Notary Public RHONDA LARSON, NOTARY PUBLIC |
| Place Notary Seal Above | OPTIONAL |
| Though this section is optional, complet fraudulent reattachmen | ing this information can deter alteration of the document or at the form to an unintended document. |
| Description of Attached Document | |
| Title or Type of Document: | Document Date: |
| Number of Pages: Signer(s) Oth | ner Than Named Above: |
| Capacity(ies) Claimed by Signer(s) | |
| Signer's Name: | Signer's Name: |
| ☐ Corporate Officer — Title(s): | Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Individual ☐ Attorney in Fact |
| ☐ Individual ☐ Attorney in Fact ☐ Guardian or Conserv | |
| ☐ Trustee ☐ Guardian or Conserv | ☐ Other: |
| Signer Is Representing: | |
| | A CONTRACTOR OF CONTRACTOR CONTRA |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

| A notary public or other officer completing this certi document to which this certificate is attached, and no | ificate verifies only the identity of the individual who signed the of the truthfulness, accuracy, or validity of that document. |
|---|--|
| State of California |) |
| County of _Los Angeles |) |
| On February 21, 2022 before me, | aura Diana Martinez, Notary Public |
| Date | Here Insert Name and Title of the Officer |
| personally appearedDavid G. Price | |
| | Name(s) of Signer(s) |
| subscribed to the within instrument and acknowledge | ory evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in y his/ber/their signature(s) on the instrument 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. |
| LAURA DIANA MARTINEZ Notary Public - California Los Angeles County Commission # 2245724 My Comm. Expires Jun 11, 2022 | Signature Signature of Notary Public |
| Place Notary Seal Above | OPTIONAL |
| Though this section is optional, completing t | this information can deter alteration of the document or this form to an unintended document. |
| Description of Attached Document | 02/17/2022 |
| Title or Type of Document: Payment Bond Number of Pages: 1 Signer(s) Other 3 | Document Date: 02/17/2022 Than Named Above: Adriana Valenzuela, Attorney in Faction |
| _ | Than Named Above:Adriana Valenzuela, Attorney in Fac- |
| Capacity(ies) Claimed by Signer(s) Signer's Name: David G. Price | Signer's Name: |
| ☐ Corporate Officer — Title(s): Principal | ☐ Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator |
| ☐ Trustee ☐ Guardian or Conservator ☐ Other: | |
| Signer Is Representing: | |
| | |



CERTIFICATE OF LIABILITY INSURANCE

4/1/2022

DATE (MM/DD/YYYY) 10/28/2021

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 the certificate holder in lieu of such endorsement(s).

| this certificate does not confer rights to the certificate hold | | |
|---|---|--------|
| PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 | NAME: PHONE [A/G, No. Ext): E-MAIL ADDRESS: | |
| La Jolla CA 92037 | INSURER(S) AFFORDING COVERAGE | NAIC# |
| (858) 587-3100 | INSURER A: Transportation Insurance Company | 20494 |
| | INSURER B: Continental Casualty Company | 20443 |
| INSURED American Heritage Landscape, LP | INSURER C: Great American Insurance Company | 16691 |
| dba: American Landscape Management dba: Custom Lawn Services | INSURER D: Everest National Insurance Company | 10120 |
| 7013 Owensmouth Ave | INSURER E ; | |
| Canoga Park CA 91303 | INSURER F: | |
| CERTIFICATE NUMBER | REVISION NUMBER: X | XXXXXX |

COVERAGES AMEHEO8 CERTIFICATE NUMBER: 15740106 REVISION NUMBER: XXXXXX

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.

| SRI | ERTIFICATE MAY BE ISSUED OR MAY H CLUSIONS AND CONDITIONS OF SUCH | ADDL | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | (MM/DOMYYY) | LIMIT | |
|-----|--|------|------|---------------|----------------------------|-------------|---|--------------------------|
| (R | X COMMERCIAL GENERAL LIABILITY | Y | N | 4022978129 | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence) | s 1,000,000 s 500,000 |
| 1 | CLAIMS-MADE X OCCUR | | - 1 | | | | MED EXP (Any one person) | \$ 5,000 |
| - 1 | X 10.000 Ded. | | | | | | PERSONAL & ADV INJURY | s 1.000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | POLICY X PRO- | | | | | | PRODUCTS - COMPIOP AGG | s 2,000,000 |
| | OTHER: | | 27 | 5091505672 | 4/1/2021 | 4/1/2022 | COMBINED SINGLE LIMIT | \$ 1,000,000 |
| 3 | AUTOMOBILE LIABILITY | N | N | 3091303072 | | | BODILY INJURY (Per person) | * XXXXXXX |
| П | X ANY AUTO | | | | 1 | | BODILY INJURY (Per accident) | S XXXXXXX |
| | OWNED SCHEDULED AUTOS NON-OWNED | | | | | | PROPERTY DAMAGE (Per accident) | 5 XXXXXXX |
| | A AUTOS ONLY AUTOS ONLY | | | | 1 | | Coll Ded. | \$ 1,000 |
| | X Comp. Ded. S | | - | | 4/1/2021 | 4/1/2022 | EACH OCCURRENCE | s 5,000,000 |
| С | UMBRELLA LIAB X OCCUR | N | N | TUE033265812 | 4/1/2021 | 4) 1/2022 | AGGREGATE | s 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | 1 | 1 | | s XXXXXXX |
| _ | DED RETENTIONS \$0 | - | NT. | | 4/1/2021 | 4/1/2022 | X PER OTH- | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | N | CA10002691211 | 4/1/2021 | 77112022 | EL EACH ACCIDENT | \$ 1,000,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE N | N/A | | | | | E.L. DISEASE - EA EMPLOYER | \$ 1,000,000 |
| | (Mandatory in NH) | 1 | | | | | E.L. DISEASE - POLICY LIMIT | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | NI | l NT | 4022978129 | 4/1/2021 | 4/1/2022 | Scheduled Equip.: \$1,623 | |
| A | Contractor's Equipment Special Form, incl. Theft | N | N | 4022710127 | | | Leased/Rented: \$100,000 | |

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

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| | CANCELLATION See Attachment |
|--|--|
| CERTIFICATE HOLDER | |
| 15740106 City of Calabasas 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. |
| Caracapas 0.13 1011 | AUTHORIZED REPRESENTATIVE |
| | © 1988-2015 ACORD CORPORATION. All rights reserved |

| Insurance provided to Additional Insured(s) is primary and non-contributory to the extent provided by the policy language r endorsement issued or approved by the insurance carrier, | | | | | | | | | |
|--|--|-----|----|--|--|--|----|--|--|
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Attachment Code: D463998 Certificate 1D: 19740106

CNA

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

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

CNA75079XX (10-16)

Endorsement No:

Policy No: 4022978129 6

Page 1 of 2

TRANSPORTATION INSURANCE COMPANY

Effective Date: 4/1/2021

CNA

CNA PARAMOUNT

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

Primary and Noncontributory Insurance

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

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.
- VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

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

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

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

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

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

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

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

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

Page 2 of 2

TRANSPORTATION INSURANCE COMPANY

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

Policy No: 4022978129

Endorsement No: 6

Effective Date: 4/1/2021