

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	American Heritage Landscape, LP
City Department in charge of Contract:	Landscape LMD 22 Calabasas Park 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:	Two Million Three Hundred and Seven Thousand Dollars (\$2,307,000.00)
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) EM (Contractor) HP

**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: **Landscape Maintenance of the Public Works Street Medians, Sidewalks, Parkways and Freeway Interchanges and any additional required Emergency Work and/or Extra Work within the City of Calabasas for Calabasas Park Estates.**
- 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

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and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Million Three Hundred and Seven Thousand Dollars (\$2,307,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **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

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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.

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10. INDEMNIFICATION

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

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

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)

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

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

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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

By: Mary Sue Maurer
Mary Sue Maurer, City Mayor

Date: 3/7/2022

By: Kindon Meik
Kindon Meik, City Manager

Date: 3/7/2022

By: Robert Yalda
Robert Yalda, P.E., T.E.
Public Works Director

Date: 2/24/2022

Attest:

By: Maricela Hernandez
Maricela Hernandez, MMC, CPMC
City Clerk

Date: 3/8/2022

Approved as to form:

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

Date: 3/7/2022

"Consultant"
American Heritage Landscape, LP

By: David Price
David Price, CFO

Date: 2-24-2022

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: 2/24/2022

"Consultant"

American Heritage Landscape, LP

By: 

David Price, CFO

Date: 2-24-2022

Attest:

By: 

Maricela Hernandez, MMC

City Clerk

Date: 3/8/2022

EXCIBIT A
CITY MANAGER'S LETTER



CITY of CALABASAS

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**

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 Park Estates HOA ~ Zone 8

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,

A handwritten signature in blue ink, appearing to read "Andrea Musick", written over a horizontal line.

Andrea Musick
Director of Maintenance

EXCIBIT C
 SCOPE OF WORK/FEE SCHEDULE

ADDENDUM NO. 1						
CALABASAS PARK ESTATES HOA - ZONE 8						
Description	Unit	Estimated Quantity	Unit Prices	Annual Frequency	Amount	
GENERAL MAINTENANCE						
Facility inspection by contractor, visual/operational	LS	1		12		
Walk through inspection with HOA/LLAD representative	LS	1		12		
Paved sidewalks, walkways, medians,	100/SF	1065	\$629.77	12	\$7,557.28	
DRAINAGE FACILITIES						
ditches, inlets, bench drains, swales and curb drains		265	\$989.85	12	\$11,878.18	
LAWN AREAS						
Mowing (mulching permitted) and edging	100/SF	401	\$563.59	42	\$23,670.58	
Fertilization	100/SF	401	\$1,312.16	4	\$5,248.64	
Weed Control	100/SF	401	\$2,086.98	2	\$4,173.96	
Aeration ~ to be proposed as an additional service	100/SF	401		EXTRA	\$0.00	
Dethatching ~ to be proposed as an additional service	100/SF	401		EXTRA	\$0.00	
GROUNDCOVER AND SHRUB AREAS (non-slope) Entries, Monument Corners and Parkways						
Inspect weed and clean groundcover and shrub beds	100/SF	506	\$508.11	48	\$24,389.48	
Pruning	100/SF	506	\$173.73	48	\$8,339.16	
Edging	LS	1	\$1,093.28	12	\$13,119.40	
Fertilization	100/SF	506	\$1,421.93	4	\$5,687.72	
Replace Annual Color Plants ~ to be proposed as an additional service	100/SF	39		EXTRA	\$0.00	
TREES						
Inspect of damage and/or special needs for safety and health	LS	1	\$482.06	12	\$5,784.76	
Pruning for pedestrian/vehicular clearances	LS	1	\$482.06	12	\$5,784.76	
Maintain tree wells and watering basins including weeding	LS			26	\$0.00	
Inspect and adjust tree stakes, ties and guys	LS	1	\$481.32	12	\$5,775.88	
Development of a tree management program	LS	1		EXTRA	\$0.00	

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

PLANTED SLOPES						
Inspect for damage and special needs to maintain health	100/SF	18,908	\$316.14	12	\$3,793.67	
Pruning shrubs & lowering groundcover	100/SF	18,908	\$11,523.29	6	\$69,139.73	
Edging	LS	1	\$3,194.32	12	\$38,331.88	
Weed control	100/SF	18,908	\$4,527.33	6	\$27,163.97	
Fertilization	100/SF	18,908	\$1,869.62	3	\$5,608.85	
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						
Tennis Court Sweeping/Blowing ~ to be proposed as an additional service				EXTRA	\$0.00	
Tennis Court Washing ~ to be proposed as an additional service				EXTRA	\$0.00	
TOTAL AMOUNT BID SCHEDULE IN FIGURES					\$265,447.90	
TOTAL AMOUNT BID SCHEDULE IN WORDS			Two hundred sixty five thousand four hundred forty seven dollars & ninety cents			
*	For multiplication purposes treat as (1)					
**	See Appendix C for "sample" calculation					
Note:	Brush Clearance is not part of the Landscape Maintenance 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 or 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 in place or repair		\$24.00	EA
Fixed shrub gear drive sprinkler in place 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 ammendments w/ mulch		\$118.00	EA
15 Gal Tree in place (stakes included) ~ includes all ammendments w/ mulch		\$194.00	EA
24" Box Tree in place (stakes included) ~ includes all ammendments w/ mulch		\$447.00	EA
36" Box Tree in place (stakes included) ~ includes all ammendments w/ mulch		\$1,289.00	EA
48" Box Tree in place (stakes included) ~ includes all ammendments w/ mulch		\$2,690.00	EA
Hand Watering Tree Well		\$68.00	EA
Standard Flats ground cover installed ~ includes all ammendments		\$42.00	EA
Patented Flats ground cover installed ~ includes all ammendments		\$60.00	Per Flat
Standard Flat of 4" color ~ w/ ammendments		\$42.00	Per Flat
Specialty Flat 4" Color ~ Kale, Double Impatiens, Angelonia w/ammendments		\$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 Renovation (dethatch, over-seed, top dress)		\$0.68	1,000 sq ft
Turf Aeration		\$0.32	1,000 sq ft
Additional 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 Shot 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 **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

By: _____

ADRIANA VALENZUELA, Attorney-in-Fact



TOKIO MARINE
HCC

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, as Principal, and U.S. Specialty Insurance Company, a corporation organized and existing under the laws of the State of Texas, and authorized to transact a general surety business in the State of California 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 Nine & 76/100 Dollars (\$ 708,589.76), lawful money 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 contract dated March 1, 2022 with said Obligee to do and perform the following work, to wit:

- Professional Services Agreement for Landscape Maintenance:
- Landscape LMD 22 Calabasas Park Estates
- Landscape LMD 22 Calabasas Hills and Estates HOA
- Landscape LMD 22 Las Villas HOA
- Landscape LMD 22 Bellagio HOA
- LMD 22 Calabasas Park HOA

NOW, THEREFORE, if the above-bounden Principal shall faithfully pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work, then this bond shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated this 17th day of February, 2022.

American Heritage Landscape, LP
Principal

By: [Signature]

U.S. Specialty Insurance Company
Surety

By: [Signature]
Adriana Valenzuela, Attorney In Fact



TOKIO MARINE
HCC

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 (** \$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



By: 
Daniel P. Aguilar, Vice President

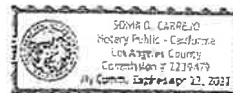
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

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.

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 22nd day of FEBRUARY, 2022.

Corporate Seals
Bond No. 1001093643
Agency No. 5020 - PDF POA




Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On February 22, 2022 before me, RHONDA LARSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ADRIANA VALENZUELA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other 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 Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of 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)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this 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: Payment Bond Document Date: 02/17/2022
Number of Pages: 1 Signer(s) Other Than Named Above: Adriana Valenzuela, Attorney in Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: David G. Price
 Corporate Officer — Title(s): Principal
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER D: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Transportation Insurance Company	20494	INSURER B: Continental Casualty Company	20443	INSURER C: Great American Insurance Company	16691	INSURER D: Everest National Insurance Company	10120	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED 1380066 American Heritage Landscape, LP dba: American Landscape Management dba: Custom Lawn Services 7013 Owensmouth Ave Canoga Park CA 91303														

COVERAGES AMEHE08 **CERTIFICATE NUMBER:** 15740106 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSP	WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10.000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N			4022978129	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp. Ded. \$500	N	N			5091505672	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Coll Ded. \$ 1,000
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ 50 <input type="checkbox"/> CLAIMS-MADE	N	N			TUE033265812	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			CA10002691211	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Equipment Special Form, incl. Theft	N	N			4022978129	4/1/2021	4/1/2022	Scheduled Equip.: \$1,623,659 Leased/Rented: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Re: Landscape Maintenance of Common Benefit Areas within Landscape Maintenance District 22: CBA 1 - Zone 21, CBA 4 - Zone 24, CBA 5 - Zone 25; Calabasas Road Commercial District - Zone 26 (A), Calabasas Road Old Town District - Zone 26 (B), Civic Center Way - Zone 26 (C), Civic Center Site - Zone 26 (D). City of Calabasas, its officers, employees, agents and volunteers, CBA-1 Association Park/McCoy Creek, CBA-4 Park Capri, Park Entrada, Park Granada, Park Ora & Park Sorrento, CBA-5 Parkway Calabasas, CBA-6 Civic Center Sites, and Palantino - Zone 14 are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

15740106
 City of Calabasas
 100 Civic Center Way
 Calabasas CA 91302

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Insurance provided to Additional Insured(s) is primary and non-contributory to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CNA

CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such written contract; or
- B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - 2. this coverage part provides such coverage.

II. But if the written contract requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 1001 edition of CG2037; or
 - B. additional insured coverage with "arising out of language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:

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

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the written contract; or
- B. a higher limit of insurance than required by the written contract.

IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2

TRANSPORTATION INSURANCE COMPANY

Insured Name: AMERICAN HERITAGE LANDSCAPE, LP

Policy No: 4022978129

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;
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.

