CONTRACT SERVICES AGREEMENT

By and Between

BELL COMMUNITY HOUSING AUTHORITY

and

MARIPOSA LANDSCAPES, INC.
AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE BELL COMMUNITY HOUSING AUTHORITY AND
MARIPOSA LANDSCAPES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 12th day of June, 2019 by and between the Bell Community Housing Authority, a municipal corporation (“BCHA”) and Mariposa Landscapes, Inc., a California corporation (“Consultant”). BCHA and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

REQUITALS

A. BCHA has sought the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the BCHA to perform those services.

C. Pursuant to the California Health and Safety Code section 34314, BCHA has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the BCHA entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean
those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the BCHA and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 et seq. and California Code of Regulations, Title 8, Section 16000 et seq., and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 et seq. and 1810 et seq., and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the BCHA, forfeit two hundred dollars ($200) for each calendar
day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) **Payroll Records.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the BCHA of the location of the records.

(e) **Apprentices.** Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide BCHA with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the BCHA a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) **Eight-Hour Work Day.** Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) **Penalties for Excess Hours.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the BCHA, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) **Workers' Compensation.** California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
(i) Consultant’s Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless BCHA, its officers, employees or agents of BCHA, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against BCHA hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the BCHA of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by BCHA, except such losses or damages as may be caused by BCHA’s own negligence.
1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

BCHA shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the Bell City Council (“City Council”). It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. BCHA may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, BCHA agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $146,772 (One Hundred Forty Six Thousand Seven Hundred Seventy Two Dollars) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.
2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the BCHA. Coordination of the performance of the work with BCHA is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to BCHA an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City of Bell’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice BCHA for any duplicate services performed by more than one person.

BCHA shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by BCHA, or as provided in Section 7.3, BCHA will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to BCHA warrant run procedures, the BCHA cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by BCHA, the original invoice shall be returned by BCHA to Consultant for correction and resubmission. Review and payment by BCHA for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the BCHA, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the BCHA for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The BCHA may, in its sole discretion, extend the Term for two (2) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:
Terry Noriega       President
(Name)              (Title)

Antonio Valenzuela Secretary
(Name)              (Title)

Theresa Lu         CFO
(Name)              (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for BCHA to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of BCHA. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify BCHA of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind BCHA in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against BCHA, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by BCHA. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant’s officers, employees, or agents are in any manner officials, officers, employees or agents of BCHA. Neither Consultant, nor any of Consultant’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to BCHA’s employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Community Development Director Gustavo Romo, Property Manager Christina Pena, or such person as may be designated by the City Manager of the City of Bell (“City Manager”). It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by BCHA to the Contract Officer. Unless otherwise specified herein, any approval of BCHA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the BCHA required hereunder to carry out the terms of this Agreement.
4.4 Independent Consultant.

Neither the BCHA nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. BCHA shall have no voice in the selection, discharge, supervision or control of Consultant’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of BCHA and shall remain at all times as to BCHA a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of BCHA. BCHA shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the BCHA to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the BCHA. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of BCHA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of BCHA.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant’s indemnification of BCHA, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to BCHA.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury
and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) **Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) **Workers’ compensation insurance.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000).

(e) **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 **General Insurance Requirements.**

(a) **Proof of insurance.** Consultant shall provide certificates of insurance to BCHA as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Risk Manager of the City of Bell (“Risk Manager”) prior to commencement of performance. Current certification of insurance shall be kept on file with BCHA at all times during the term of this Agreement. BCHA reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) **Duration of coverage.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by BCHA shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of BCHA before the BCHA’s own insurance or self-insurance shall be called upon to protect it as a named insured.
(d) BCHA's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, BCHA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by BCHA will be promptly reimbursed by Consultant or BCHA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, BCHA may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against BCHA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against BCHA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the BCHA to inform Consultant of non-compliance with any requirement imposes no additional obligations on the BCHA nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the BCHA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the BCHA.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to BCHA with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that BCHA and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
(k) **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to BCHA and approved of in writing.

(l) **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer’s limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to BCHA for review.

(n) **Agency’s right to revise specifications.** The BCHA reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the BCHA and Consultant may renegotiate Consultant’s compensation.

(o) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by BCHA. BCHA reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by BCHA.

(p) **Timely notice of claims.** Consultant shall give BCHA prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 **Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the BCHA, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or
entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the BCHA, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the BCHA, its officers, agents, and employees harmless therefrom;

(c) In the event the BCHA, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the BCHA, its officers, agents or employees, any and all costs and expenses incurred by the BCHA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify BCHA hereunder therefore, and failure of BCHA to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of BCHA’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from BCHA’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to BCHA and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of BCHA, including the right to inspect, copy, audit and
make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the BCHA shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to BCHA, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the BCHA in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the BCHA is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of BCHA and shall be delivered to BCHA upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by BCHA of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the BCHA’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to BCHA of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify BCHA for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the BCHA.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such
information or work product to persons or entities other than BCHA without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the BCHA Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives BCHA notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then BCHA shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify BCHA should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. BCHA retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with BCHA and to provide BCHA with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by BCHA to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the BCHA shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the BCHA may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that
Consultant is in default, the BCHA shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the BCHA may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the BCHA may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the BCHA to give notice of the Consultant’s default shall not be deemed to result in a waiver of the BCHA’s legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes BCHA to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate BCHA for any losses, costs, liabilities, or damages suffered by BCHA, and (ii) all amounts for which BCHA may be liable to third parties, by reason of Consultant’s acts or omissions in performing or failing to perform Consultant’s obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, BCHA may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of BCHA to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect BCHA as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by BCHA of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel
specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The BCHA reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to BCHA, except that where termination is due to the fault of the BCHA, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, BCHA may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the BCHA shall use reasonable efforts to mitigate such damages), and BCHA may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the BCHA as previously stated.

7.9 Attorneys’ Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney’s fees. Attorney’s fees shall include attorney’s fees on any appeal, and in addition a party entitled to attorney’s fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
ARTICLE 8.  BCHA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1  Non-liability of BCHA Officers and Employees.

No officer or employee of the BCHA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the BCHA or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2  Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of BCHA or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of BCHA in the performance of this Agreement.

No officer or employee of the BCHA shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3  Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4  Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against BCHA for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse BCHA for the cost of all such liabilities.
or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by BCHA.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the BCHA, to the City Manager and to the attention of the Contract Officer (with her/his name and BCHA title), City of Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
9.6 **Warranty & Representation of Non-Collusion.**

No official, officer, or employee of BCHA has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of BCHA participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any BCHA official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any BCHA official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials [Signature]

9.7 **Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

BCHA:

BELL COMMUNITY HOUSING AUTHORITY, a municipal corporation

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONSULTANT:

MARIPOSA LANDSCAPES, INC., a California corporation

By:
Name: Terry Noriega
Title: President

By:
Name: Antonio Valenzuela
Title: Secretary

Address: 6232 Santos Diaz St.
Irwindale, CA 91702

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

BCHA:

BELL COMMUNITY HOUSING AUTHORITY, a municipal corporation

[Signature]

Ali Saleh, Chairperson

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

[Signature]

David J. Aleshire, City Attorney

CONSULTANT:

MARIPOSA LANDSCAPES, INC., a California corporation

By: _________________________
Name: Terry Noriega
Title: President

By: _________________________
Name: Antonio Valenzuela
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On __________, 2019 before me, __________________, personally appeared ____________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: ___________________________________________________________________

Optional:

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
CALIFORNIA ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On June 25, 2019 before me, Patricia Reyes De Martinez, Notary Public, personally appeared Terry Noriega, President and Antonio Valenzuela, Secretary, 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.

Patricia Reyes De Martinez
Commission No. 2287378
Notary Public California
Los Angeles County
My Comm. Expires: MAY 4, 2023

ADDITIONAL OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT

[Title or description of attached document]

[Title or description of attached document continued]

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)
☐ Corporate Officer
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.
EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following landscaping and maintenance Services:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>FREQUENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick up all trash, glass and debris - dispose of properly</td>
<td>Daily</td>
</tr>
<tr>
<td>Remove all litter</td>
<td>Daily</td>
</tr>
<tr>
<td>Empty all trash receptacles at Mobile Home Parks and deposit at City Yard</td>
<td>Daily</td>
</tr>
<tr>
<td>Replace liners in trash receptacles at Mobile Home Parks</td>
<td>As needed</td>
</tr>
<tr>
<td>Wash trash receptacles at Mobile Home Parks</td>
<td>Weekly</td>
</tr>
<tr>
<td>Sweep/blow off walkways, driveways and interior streets and dispose of all debris</td>
<td>Daily</td>
</tr>
<tr>
<td>Mow - catch clippings, dispose of all debris (height depends upon type and age of lawn)</td>
<td>Weekly</td>
</tr>
<tr>
<td>Edge - walks, stamped concrete, tree wells, valve boxes</td>
<td>Weekly</td>
</tr>
<tr>
<td>Trim grass around trees - do not damage bark; no chemical or power equipment shall be allowed unless tree has arbor guard in place</td>
<td>Weekly</td>
</tr>
<tr>
<td>Complete weed eradication in parking area and stone lots at 4738 and 4738 ½ Florence, and 4416 and 4416 ½ Gage</td>
<td>Weekly</td>
</tr>
<tr>
<td>Trim grass around sprinkler heads - no chemical control shall be allowed</td>
<td>Weekly</td>
</tr>
<tr>
<td>Gopher control</td>
<td>Weekly</td>
</tr>
<tr>
<td>Aerate lawn areas</td>
<td>Twice a year</td>
</tr>
<tr>
<td>Fertilize with slow release fertilizer</td>
<td>Twice a year</td>
</tr>
<tr>
<td>Remove weeds and grass from the tree wells (rake clean)</td>
<td>Weekly</td>
</tr>
<tr>
<td>Remove weeds and grass from walkway and concrete areas</td>
<td>Weekly</td>
</tr>
<tr>
<td>Re-stake and re-tie trees</td>
<td>As needed</td>
</tr>
<tr>
<td>Trim and remove suckers on trees (up to crown)</td>
<td>Three (3) times a year</td>
</tr>
<tr>
<td>Remove volunteer tree and plant growth</td>
<td>As needed</td>
</tr>
<tr>
<td>Trim off low tree branches as directed by Contract Officer</td>
<td>As needed</td>
</tr>
<tr>
<td>Task</td>
<td>Frequency</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Cultivate shrub beds and planters</td>
<td>Weekly</td>
</tr>
<tr>
<td>Trim and shape all shrubs</td>
<td>Once per month</td>
</tr>
<tr>
<td>Remove and replace dead plant material</td>
<td>Once per month</td>
</tr>
<tr>
<td>Remove dead blossoms from flowering plants</td>
<td>Once per month</td>
</tr>
<tr>
<td>Apply herbicide to control weeds</td>
<td>Four times a year</td>
</tr>
<tr>
<td>Spray broadleaf and other undesirable weed growth in lawn and planted areas</td>
<td>Four times a year</td>
</tr>
<tr>
<td>Apply pre-emergent herbicides</td>
<td>Four times a year</td>
</tr>
<tr>
<td>Control disease in turf, trees and plant material</td>
<td>As needed</td>
</tr>
<tr>
<td>Report all damages, graffiti and vandalism to the BCHA Supervisor</td>
<td>Daily</td>
</tr>
</tbody>
</table>

**Picnic Area Maintenance:**
- Clean tables - Daily
- Clean barbecues - Weekly
- Inspect tables for graffiti, clean or paint as needed - Daily
- Clean charcoal and grease from picnic slabs - Weekly

**Picnic Shelter/Umbrellas/Shade Structure Maintenance:**
- Inspect for objects on top of structure, remove immediately
- Inspect for broken boards, cracks, and other safety hazards, notify Contract Officer

**Walkway and Patio Maintenance:**
- Inspect for dirt, etc., sweep or blow off, wash as needed - Daily
- Keep expansion joints and cracks free from weeds and grass - Daily
- Inspect for hazards, damage, graffiti, correct as needed - Twice a week

**Area Lighting Maintenance:**
- Inspect for vandalism or damage to light fixtures and electrical panels, notify BCHA Supervisor of any damage - Daily
- Turn on all lights and inspect for burned out bulbs, notify BCHA Supervisor of locations and types for bulb replacement - Weekly

**Fence Maintenance:**
- Inspect for vandalism or damage and repair as needed - Weekly
- Inspect for exposed sharp edges, missing hardware and other safety hazards, and repair as needed - Monthly
- Prune shrubs abutting private property and remove litter to maintain a neat appearance - As needed
- Remove grasses, weeds, and debris along fence lines to maintain a neat appearance - As needed

**Parking Lot and Driveway Maintenance:**
- Remove debris - Daily
- Sweep/blow off - Daily
- Keep expansion joints and cracks free from weeds and grass - As needed

II. **The Services will be performed at the following locations:**

A. Mobile Home Parks (green areas, slopes, and vacant lots as shown on the maps attached as Exhibit A-1), including:
i. Bell Mobile Home Park; and

ii. Florence Village Home Park

B. BCHA Separate Unit Addresses (as shown on the maps attached as Exhibit A-2):

i. Bell Avenue - 4205, 4207, 4211- 6712, 6714, 6716, 6718;

ii. Chanslor - 6420;

iii. Filmore - 5107;

iv. Flora - 6229 and 6229A;

v. Flora - 6502 units A-D;

vi. Flora - 6624 Units A-K;

vii. Florence - 4738 & 4738 ½;

viii. King - 6304 Units A-F;

ix. Lucille - 6500 Units A & B;

x. Pine - 6303;

xi. Pine - 6327 (6317-6321 & 6323-6325);

xii. Pine - 6331;

xiii. Pine - 6629-6633 & Units A-E; and

xiv. Prospect - 6419 Units A-E

III. As party of the Services, Consultant will prepare and deliver the following tangible work products to the BCHA:

A. Monthly maintenance records.

IV. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the BCHA appraised of the status of performance by delivering the following status reports:

A. Monthly budget tracking report for all services;
B. Monthly costs of materials; and

C. Report listing City Council and resident requests.

V. All work product is subject to review and acceptance by the BCHA, and must be revised by the Consultant without additional charge to the BCHA until found satisfactory and accepted by BCHA.

VI. Consultant will utilize the following personnel to accomplish the Services:

A. Enrique Figueroa, Account Manager; and

B. Maintenance Staff
EXHIBIT "A-1"

BELL MOBILE HOME PARK

Located at 4874 E. Gage Ave., Bell, CA 90201; Phone: 323-560-1179
FLORENCE VILLAGE HOME PARK

Located at 5162 Florence Ave., Bell, CA 90201; Phone: 323-560-2893

Florence Village
"A Place to Call Home"
5162 E. Florence Ave., Bell, CA 90201
Phone: 323-340-2893
EXHIBIT "A-2"

BCHA Separate Unit Addresses
EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

[INTENTIONALLY LEFT BLANK]
EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>MONTHLY SUBBUDGET</th>
<th>ANNUAL SUBBUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bell Mobile Home Park</td>
<td>$1,199.00</td>
<td>$14,388.00</td>
</tr>
<tr>
<td>Florence Village Mobile Home Park</td>
<td>$1,590.00</td>
<td>$19,080.00</td>
</tr>
<tr>
<td>Bell Avenue - 4205, 407, 4211-6712, 6714, 6716, 6718</td>
<td>$90.00</td>
<td>$1,080.00</td>
</tr>
<tr>
<td>Chanslor - 6420</td>
<td>$33.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>Filmore - 5107</td>
<td>$33.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>Flora - 6229 and 6229A</td>
<td>$33.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>Flora - 6502 Units A-D</td>
<td>$82.00</td>
<td>$984.00</td>
</tr>
<tr>
<td>Flora - 6624 Units A-K</td>
<td>$41.00</td>
<td>$492.00</td>
</tr>
<tr>
<td>Florence - 4738 &amp; 4738 ½</td>
<td>$567.00</td>
<td>$6,804.00</td>
</tr>
<tr>
<td>King - 6304 and Units A-F</td>
<td>$33.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>Lucille - 6500 Units A &amp; B</td>
<td>$33.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>Pine - 6303</td>
<td>$33.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>Pine - 6327 (6317-6321 &amp; 6323 -6325)</td>
<td>$122.00</td>
<td>$1,464.00</td>
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<tr>
<td>Pine - 6331</td>
<td>$33.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>Pine - 6629-6633 &amp; Units A-E</td>
<td>$122.00</td>
<td>$1,464.00</td>
</tr>
<tr>
<td>Prospect - 6419 Units A-E</td>
<td>$33.00</td>
<td>$396.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$4,077.00</td>
<td>$48,924.00</td>
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<tr>
<td>TOTAL FOR TERM</td>
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<td>$146,772.00</td>
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</tbody>
</table>
II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

III. The BCHA will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

V. Unless Additional Services are approved per Section 1.9, the total compensation for the Services shall not exceed the Contract Sum of $146,772 (One Hundred Forty Six Thousand Seven Hundred Seventy Two Dollars), as provided in Section 2.1 of this Agreement, and the annual compensation shall not exceed $48,924 (Forty Eight Thousand Nine Hundred Twenty Four Dollars).
EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on a weekly basis in accordance with the following schedule:

A. MOBILE HOME PARKS:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>DAY OF THE WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bell Mobile Home Park</td>
<td>Wednesday</td>
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<tr>
<td>Florence Village Mobile Home Park</td>
<td>Tuesday</td>
</tr>
</tbody>
</table>

B. BCHA RENTAL PROPERTIES:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>DAY OF THE WEEK</th>
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</thead>
<tbody>
<tr>
<td>Bell Avenue - 4205, 407, 4211-6712, 6714</td>
<td>Thursday</td>
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<tr>
<td>Chanslor - 6420</td>
<td>Thursday</td>
</tr>
<tr>
<td>Filmore - 5107</td>
<td>Tuesday</td>
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<tr>
<td>Flora - 6229 and 6229A</td>
<td>Thursday</td>
</tr>
<tr>
<td>Flora - 6502 Units A-D</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Flora - 6624 Units A-K</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Florence - 4738 &amp; 4738 ½</td>
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<tr>
<td>Lucille - 6500 Units A &amp; B</td>
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<td>Pine - 6303</td>
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<td>Tuesday</td>
</tr>
<tr>
<td>Pine - 6331</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Pine - 6629-6633 &amp; Units A-E</td>
<td>Thursday</td>
</tr>
<tr>
<td>Prospect - 6419 Units A-E</td>
<td>Thursday</td>
</tr>
</tbody>
</table>
C. If Services are to be performed during a BCHA observed holiday, Consultant shall instead perform the Services the following business day.

II. Consultant shall deliver the following tangible work products to the BCHA by the following dates:

A. Monthly maintenance records for the preceding month shall be provided no later than the 14th of each month.

III. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for three (3) years from the date thereof. The City Council may, in its sole and absolute discretion, extend the term for two (2) additional one-year extensions, under the same terms.

IV. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 INSURING 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.

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 326
OWATONNA, MN 55060

NAME: CLIENT CONTACT CENTER
PHONE: 1-888-393-4949
FAX: 1-888-483-4949
E-MAIL: CLIENTCONTACTCENTER@FEDINS.COM
INSURER A: FEDERATED SERVICE INSURANCE COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSCRIBER 171-235-5
MARIPOSA LANDSCAPES INC
5020 SANTOS DIAZ ST
IRWINDALE, CA 91702-3267

CERTIFICATE NUMBER: 158
REVISION NUMBER: 0

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.

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<tr>
<th>HI W NAM</th>
<th>TYPE OF INSURANCE</th>
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<tr>
<td>X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR</td>
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<td>HIRD AUTO ONLY SCHEDULED AUTOS</td>
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<tr>
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<td></td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

171-235-5
BELL COMMUNITY HOUSING AUTHORITY
0301 PINE AVE
BELL, CA 90201-1221

185 0
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

Michael G. Kern

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ACORD 26 (201603) The ACORD name and logo are registered marks of ACORD
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>FEDERATED MUTUAL INSURANCE COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURED</td>
<td>MARIPosa LANDSCAPES INC</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>9232 SANTOS D/2 ST</td>
</tr>
<tr>
<td>CITY</td>
<td>IRWINDALE, CA 91702-3207</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

*THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, CERTIFICATE OF LIABILITY INSURANCE.*

**Bell Community Housing Authority,** its elected or appointed officers, agents, officials, employees and volunteers are included as additional insureds on a primary and non-contributory basis with respect to the commercial general liability and business auto liability policy. A waiver of subrogation applies in favor of Bell Community Housing Authority, its elected or appointed officers, agents, officials, employees and volunteers with respect to the commercial general liability and business auto liability policy.

Contractual liability coverage for liability for damages assumed in a contract or agreement that is an "insured contract" is provided for the CO 00 01, Commercial General Liability Coverage Form. Commercial umbrella follows form according to the terms, conditions, and endorsements found in the commercial umbrella policy.

For reasons other than non-payment of premium, 30 days notice will be provided to the certificate holder in the event that the issuing company cancels the policy before the expiration date of the policy.

For non-payment of premium, 10 days notice will be provided to the certificate holder in the event that the issuing company cancels the policy before the expiration date of the policy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.
FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the insurance provided by any additional insured endorsement is primary when primary coverage is required in a written contract. We will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract. For coverage to apply, the written contract must have been executed prior to the occurrence of "loss".
FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
MARIPOSA LANDSCAPES INC
6232 SANTOS DIAZ ST
IRWINDALE CA 91702

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.

2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.

3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:
See IL-F-40-0060

Additional Insured Name and Address:

BELL COMMUNITY HOUSING
AUTHORITY
6330 PINE AVE
BELL CA 90201

includes copyrighted material of Insurance Services Office, Inc. with its permission.
CA-F-75 (10-13) Policy Number: 6069499 Transaction Effective Date: 07-01-2019
EXTENSION ENDORSEMENT
Extension - CA-F-75 - BELL COMMUNITY HOUSING AUTHORITY

"ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO LANDSCAPING WORK FOR THE CERTIFICATE HOLDER IN BELL CA". ADDITIONAL INSURED INCLUDE: BELL COMMUNITY HOUSING AUTHORITY, ITS ELECTED OR APPOINTED OFFICERS, AGENTS, OFFICIALS, EMPLOYEES AND VOLUNTEERS
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organizations:</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>BELL COMMUNITY HOUSING AUTHORITY</td>
<td>See IL-F-40-0061</td>
</tr>
<tr>
<td>6330 PINE AVE</td>
<td></td>
</tr>
<tr>
<td>BELL CA 90201</td>
<td></td>
</tr>
</tbody>
</table>

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

MARIPOSA LANDSCAPES INC
6232 SANTOS DIAZ ST
IRWINDALE CA 91702

© Insurance Services Office, Inc., 2012
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

Extension - CG 20 10 - BELL COMMUNITY HOUSING AUTHORITY

"ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO LANDSCAPING WORK FOR THE CERTIFICATE HOLDER IN BELL CA". ADDITIONAL INSUREDs INCLUDE: BELL COMMUNITY HOUSING AUTHORITY, ITS ELECTED OR APPOINTED OFFICERS, AGENTS, OFFICIALS, EMPLOYEES AND VOLUNTEERS

IL-F-40-0061 (05-10)    Policy Number: 6069499    Transaction Effective Date: 07-01-2019
FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”, except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERRS 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
Global Risk, LLC
800 Wilshire Blvd., Second Floor
Los Angeles, CA 90017
License #0L60361

INSURED
Mariposa Landscapes, Inc.
6232 Santos Diaz St.
Irwindale, CA 91702

CONTACT
Tami Guo
PHONE: 213-550-2253
E-MAIL: certe@globalriskcap.com

INSURER ALL AFFORDING COVERAGE
Sentry Casualty Company
28460

COVERAGES
CERTIFICATE NUMBER:

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

<table>
<thead>
<tr>
<th>INSR.</th>
<th>TYPE OF INSURANCE</th>
<th>AMOUNT SCHEDULED</th>
<th>LIMITS</th>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td>OCCUR</td>
<td>CLAIMS-MADE</td>
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<td>EXCESS LIABILITY</td>
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<th>DED</th>
<th>RETENTION $</th>
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<td>A</td>
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<td>N/A</td>
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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Y/N

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

For Proof of Insurance Only!

CERTIFICATE HOLDER
Bell Community Housing Authority
6330 Pine Avenue
Bell, CA 90201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Global Risk, LLC
800 Wilshire Blvd., Second Floor
Los Angeles, CA 90017
License #OL06361

CONTACT
NAME: Tami Guo
PHONE: 213-550-2253
FAX: 213-550-2258
E-MAIL: cer@globa рискkap.com

INSURED
Mariposa Landscapes, Inc.
6232 Santos Díaz St.
Irwindale, CA 91702

COVERAGES

<table>
<thead>
<tr>
<th>INSURANCE</th>
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<tr>
<td>EACH OCCURRENCE</td>
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<tr>
<td>DAMAGE TO INNERT PREMISES</td>
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<tr>
<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMROP AGG</td>
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<td>COMBINED SINGLE LIMIT (F1 accident)</td>
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<td>BODILY INJURY (Per person)</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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CERTIFICATE NUMBER:
90-20720-01

POLICY NUMBER:
04/01/19
04/01/20
04/01/20

PER STATUE OTHER

E.L. EACH ACCIDENT 1,000,000
E.L. DISEASE - EA EMPLOYEE 1,000,000
E.L. DISEASE - POLICY LIMIT 1,000,000

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AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"