CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Invitation for Bid Number: B071187030

REQUEST FOR BIDS
And
Contract Specifications

FOR: Parks Landscape Maintenance Group #2 - South Natomas

Bids Must Be Received Prior To 2:00 P.M. on November 15, 2006

Submit Bids To: City Clerk's Office
915 "I" Street, First Floor
Historic City Hall
Sacramento, CA 95814

Pre-Bid Conference:	**November 1, 2006 10:00 – 11:00 A.M.**
Mandatory: [X] Yes	**South Natomas Community Center**
[ ] No	**2921 Truxel Road**
	Sacramento, CA 95815

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: TruGreen Landcare

Address: 4095 Deebe Street

City, State, Zip Code: Sacramento, CA 95820

Phone Number: 916-451-7566

Email Address: cassienunes@landcare.com

Contact for Information: Barbara Collins, Program Analyst

Bid Advertised 10/23/06

FILED

NOV 08 2006

By The
Office of The City Clerk

Tru Green Landcare

DEPARTMENT OF FINANCE
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
2nd FLOOR
SACRAMENTO, CA 95814

PHONE: 916-808-6240
FAX: 916-808-5747

CENTRAL SERVICES
CONTRACT SERVICES
OFFICE OF SMALL BUSINESS DEVELOPMENT
PURCHASING

October 25, 2006

ADDENDUM NO. 1 TO IFB NO. B071187030
FOR PARKS LANDSCAPE MAINTENANCE GROUP #2 – SOUTH NATOMAS

1. The IFB due date of November 15, 2006 has been changed to November 8, 2006

2. All other terms, conditions and specifications of the IFB remain unchanged.

3. If a bid is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.

4. Vendors submitting a bid must acknowledge receipt of this addendum prior to the hour and date specified in the quote request by one of the following methods:

   (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
   (b) If the bid has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Procurement Services Division, 915 I Street 2nd Floor, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.
   (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Barbara Collins
Program Analyst

Vendor's Name: TruGreen Landcare

Signature: Cassie Nunes

Typed or Printed Name & Title: Cassie Nunes Commercial Sales Manager

Date: 11-6-06

CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION

Bid No. B071187030

Table of Contents

Item	Page
Invitation to Bid	1
Table of Contents	2
"No Bid" Response Form	3-4
Bid Instructions and Requirements	5-7
Bid Signature Page	8
Items Requiring Bidder Response	10-11
Items Required Prior to Start of Contract	12
Licenses, Certificates and Registration Requirements	13
Contractor's Reference List	14
Pricing Schedules	15-22
Living Wage Ordinance (LWO) Declaration of Compliance **(See page 11 for new Living Wage Rate Requirement)**	23
Equal Benefits Ordinance (EBO) Declaration of Compliance	24-26
General Conditions	27-33
Special Provisions	34-37
Technical Specifications	38-72
Payroll Report Form	Attachment A

CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION

"NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would rather FAX your response to our office, the FAX number is (916) 808-5747.** If you have questions, please call the Purchasing Office at (916) 808-6240. Thank you for your cooperation

"NO BID" QUESTIONNAIRE

(Please complete all items that apply)

☐ We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.

☐ We are not interested in doing business with the City of Sacramento, because_____

_____

☐ Other reasons/comments:

_____

_____

_____

☐ Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): ***(Note: Application forms and information about becoming certified as an emerging and/or small business can also be obtained via the Internet at:*** **http://www.cityofsacramento.org/esbd***).*

_____ (Business Name)

Date: _____

_____ (Street Address/P O Box)

Phone: _____

_____ (City, State, Zip)

Contact: _____

_____ (E-mail address)

(Fold Here Second - Then Seal With Tape)

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814

Place
Stamp
Here

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814

(Fold Here First)

BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **VENDORS ARE REQUIRED TO SUBMIT ONE ORIGINAL BID INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**

2. **Bid Forms. Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.**

   1. All bids shall be delivered to the designated recipient not later than the time specified on the Request for Bids.

   2. Bids will be opened, in public, in the Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M., November 15, 2006.

      (Note: Bids must be submitted prior to 2:00 P.M. on the above date)

   3. All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications.

4. **Bid Security.** Bid Security is: [ ] Required [X] Not Required

   If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond**. A faithful performance bond is: [ ] Required [X] Not Required

    If required, the successful bidder must submit a faithful performance bond in a form approved by the City Attorney, in the amount of _____.

11. **Payment Discounts**. Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

12. **Pre-Bid Conference**. If a mandatory Pre-Bid Conference is indicated on the Request for Bids, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid.

13. **Bid Inquiries**. Questions regarding this bid should be referred to:

    General Questions
    Procurement Services Division
    915 I Street, 2nd Floor
    Sacramento, CA 95814
    Attention: Barbara Collins
    (916) 808-7432

    Technical Questions
    Park Operations
    5730 24th Street, Bldg 12
    Sacramento, CA 95822
    Attention: Dan Giammona
    (916) 808-4070

    These inquiries must be received at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

    When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

    Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

    If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code §3.56.020 provides that the lowest responsible bidder shall be determined as follows:

1. In determining whether a bidder is responsible, consideration shall be given to: (I) the quality and

   performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided; (vi) the quality of the bidder's performance on previous purchases by, or contracts with, the City. Criteria that may be used in determining responsibility includes, but is not limited to, the following:

   a. a contractor's license held by your firm and/or any owner, officer, or partner of your firm can not have been revoked at anytime in the last 12 months

   b. your firm can not have been debarred from bidding on, or completing any government agency landscape maintenance contract for any reason in the last 12 months

   c. your firm can not have received a "Failure to Comply" letter in the last 6 months.

2. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

3. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small and emerging business enterprises in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

17. **Award by Item or Group.** The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for back-up, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).

19. **Contract Award.** Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid.

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.

BID

BID NO. B071187030

FOR SERVICES/SUPPLIES: Parks Landscape Maintenance

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Park Maintenance Services General Specifications and Provisions (PLS06-1), this Request for Bids, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the "Contract Documents," are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: TruGreen Landcare

ADDRESS: 4095 Deeble street, SAC CA 95820

PHONE #: 916-451-7566 FAX #: 916-451-3611

STATE TAX I.D. #: _____ FED. TAX I.D. #: 36-4313318

City of Sacramento Business Operation Tax Certificate #: 91879
(Contract award will not be processed if Certificate Number is missing)

TYPE OF BUSINESS ENTITY *(check one)*:
____ Individual/Sole Proprietor ____ Partnership
____ Corporation ✓ Limited Liability Company
____ Other (*please specify*: _____)

Cassie Nunes
BY: (signature of authorized person)

PRINT NAME: Cassie Nunes

TITLE: Commercial Sales Manager

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on November 8, 2006

Bid Bond Required: [X] No; [ ] Yes - Amount: $_____

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

City Clerk/Procurement Services Manager

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: $ 80,000.

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
City Attorney	City Manager (Or Authorized Designee)	City Clerk

ITEMS REQUIRING BIDDER RESPONSE

NOTE: ***Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.***

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as an EBE or SBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

A. SMALL OR EMERGING BUSINESS ENTERPRISE (SBE/EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small or emerging business enterprise? Check the appropriate block below:

☐ **YES** - the firm submitting the bid is certified by the City of Sacramento as a small or emerging business enterprise.

☑ **NO** - the firm submitting the bid is not certified by the City of Sacramento as a small or emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number _____.

2. BID SIGNATURE PAGE

Bidders must complete and return with their bid the BID SIGNATURE PAGE, Page 8.

3. LICENSES, CERTIFICATES AND REGISTRATION REQUIREMENTS

Bidders must complete and return with their bid the LANDSCAPE MAINTENANCE CONTRACTORS LICENSES, CERTIFICATES AND REGISTRATION REQUIREMENTS, Page 13.

4. CONTRACTORS REFERENCE LIST

All Contractors must submit, with their bid, a list of similar contracts that they have performed or are currently performing. Please include the company name, address, telephone number, contract dates and the name of a contact person. Page 14 may be used for this purpose.

5. PRICING SCHEDULES

Bidders must complete and return with their bid the PRICING SCHEDULES, Pages 15-22.

ITEMS REQUIRING BIDDER RESPONSE, continued

6. LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

Bidders must sign and return with their bid the Living Wage Declaration, Page 23

****NOTE: ON ANY CONTRACT RESULTING FROM THIS BID, CONTRACTOR WILL BE REQUIRED TO PAY EMPLOYEES AT LEAST THE LIVING WAGE RATE REGARDLESS OF DOLLAR VALUE OF THE CONTRACT OR NUMBER OF EMPLOYEES. THE LIVING WAGE RATE FOR 2007 IS EXPECTED TO BE $10.00 PER HOUR IF BENEFITS ARE PAID AND $11.50 PER HOUR IF BENEFITS ARE NOT PAID. REFER TO THE PLS06-1 FOR MORE INFORMATION ON BENEFIT SPECIFICATIONS. CONTRACTOR IS REQUIRED TO MAINTAIN AND FURNISH, WITHIN 10 DAYS OF REQUEST BY CITY, A CERTIFIED COPY OF EACH WEEKLY PAYROLL CONTAINING A STATEMENT OF COMPLIANCE SIGNED UNDER PENALTY OF PERJURY. (See Attachment A, Payroll Report Form.)****

7. NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ODINANCE (EBO) DECLARATION OF COMPLIANCE

Bidders must sign and return with their bid the Non-Discrimination in Employee Benefits by City Contractors Ordinance (EBO) Declaration of Compliance, Pages 24-26

ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the start of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 214, Sacramento, CA 95814, or telephone (916) 808-5853

CITY OF SACRAMENTO
Landscape Maintenance Contractors Licenses, Certificates and Registration Requirements

Contractor represents and warrants to the City of Sacramento that the following licenses, certificates and registrations are currently in force. The Contractor who is awarded the bid shall provide upon request photocopies of the documents listed below. All said documents will remain in force during the term of the resulting agreement with the City:

LICENSES/CERTIFICATES/REGISTRATION	DOCUMENT #	EXPIRATION DATE
♦ FEDERAL ID #	36-4313318	
♦ STATE OF CALIFORNIA C27 LICENSE	774548	12/31/07
♦ CITY OF SACRAMENTO BUSINESS OPERATIONS TAX CERTIFICATE	91879	12/31/07
♦ STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS LICENSE	3800 00023	12/31/07
♦ STATE OF CALIFORNIA APPLICATOR ▸ LICENSE OR ▸ CERTIFICATE	QL 33886	12/31/06
♦ STATE OF CALIFORNIA AGRICULTURAL PEST CONTROL BUSINESS COUNTY REGISTRATION	21980	12/31/07

I DECLARE UNDER PENALTY OF PERJURY, THAT THE FOREGOING IS TRUE AND CORRECT:

CONTRACTOR: Cassie Nunes (SIGNATURE) — TruGreen Landcare (NAME OF FIRM)

PRINT NAME: Cassie Nunes — 4095 Deeble Street (ADDRESS)

TITLE: Commercial Sales Manager — Sacramento CA 95820

DATE: 11-6-06

A:LMS\licenso-1.wpd

CONTRACTORS REFERENCE LIST

Please list all landscape contracts currently in process and all others for past two (2) years.

CONTRACT NAME/ADDRESS	CONTACT PERSON AND PHONE NUMBER
1. City of Elk Grove (CSD)	Roy Herren
8820 Elk Grove Blvd	916-947-1532
Elk Grove	2001-Current
2. Selby Ranch	Michelle Nowoy
258 Selby Ranch Rd	916-488-1630
Sacramento	1/1/03-Current
3. Adagio Apartments	Judy Bartlett
2800 Grasslands Drive	916-927-1177
Sacramento	2001-Current
4.	
5.	
6.	
7.	

CITY OF SACRAMENTO
PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

PARK PLAZA PARK (On-line)

LOCATION - WEST EL CAMINO AVENUE	MONTHLY BID	YEARLY BID	
SECTION			
1 TURF CARE: MOWING & IRRIGATION	$ 337	$ ~~4051~~	4044
2 CLEAN-UP AND INSPECTION	$ 112	$ ~~1350~~	1344
3 ADDITIONAL LANDSCAPE SERVICES			
As described in parts 36-41 of General Specifications (all PRICES are to include labor, overhead, equipment & materials)			
AERATION (four times a year)	XXXXXXXXXXX	$ 675	
TURF RENOVATION (four times a year)	XXXXXXXXXXXX	$ 675	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
TOTALS	449	~~6751~~	6738

Corrected mathematical errors. RC (rounding)

CITY OF SACRAMENTO
PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

ORCHARD PARK (On-line)

LOCATION - WEST RIVER DRIVE AT WEST EL CAMINO	MONTHLY BID	YEARLY BID	
SECTION			
1 TURF CARE: MOWING & IRRIGATION	$ 363	$ ~~4362~~	4356
2 CLEAN-UP AND INSPECTION	$ 121	$ ~~1459~~	1452
3 ADDITIONAL LANDSCAPE SERVICES			
As described in parts 36-41 of General Specifications (all PRICES are to include labor, overhead, equipment & materials)			
AERATION (four times a year)	XXXXXXXXXXXX	$ 727	
TURF RENOVATION (four times a year)	XXXXXXXXXXXX	$ 727	
BASEBALL DIAMOND MAINTENANCE	$ incl.	$ incl	
SKATEBOARD PARK MAINTENANCE	$ incl	$ incl	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
TOTALS	484	~~7270~~	7262

Corrected mathematical errors. BC

CITY OF SACRAMENTO
PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

STRAUCH PARK (On-line)

LOCATION - 3075 NORTHSTEAD DRIVE (South Natomas)

SECTION		MONTHLY BID	YEARLY BID	
1	TURF CARE: MOWING & IRRIGATION	$ 333.33	$ ~~4000~~	3999.96
2	CLEAN-UP AND INSPECTION	$ 280.42	$ ~~3365~~	3365.04
3	ADDITIONAL LANDSCAPE SERVICES			

Corrected for rounding. BC

As described in parts 36-41 of General Specifications
(all PRICES are to include labor, overhead, equipment & materials)

AERATION (four times a year)	XXXXXXXXXXXX	$ 800
TURF RENOVATION (four times a year)	XXXXXXXXXXXX	$ 1 000
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$

TOTALS	613.75	9165

CITY OF SACRAMENTO
PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

BARANDAS PARK (On-line)

LOCATION - 2805 GRASSLANDS DRIVE (North Natomas)

SECTION		MONTHLY BID	YEARLY BID	
1	TURF CARE: MOWING & IRRIGATION	$ 1478	$ ~~17739~~	17,736
2	CLEAN-UP AND INSPECTION	$ 492	$ ~~5913~~	5,904
3	ADDITIONAL LANDSCAPE SERVICES *As described in parts 36-41 of General Specifications* *(all PRICES are to include labor, overhead, equipment & materials)*			Corrected for rounding.
	AERATION (one time a year)	XXXXXXXXXXXX	$ 2956	
	TURF RENOVATION (one time a year)	XXXXXXXXXXXX	$ 2956	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
		$	$	
	TOTALS	1970	~~29561~~	29,552

CITY OF SACRAMENTO
PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

NINOS PARK WAY PARK AT STRAUCH PARK (On-line)

LOCATION - EDMINTON DRIVE	MONTHLY BID	YEARLY BID
SECTION		
1 TURF CARE: MOWING & IRRIGATION	$ 650	$ 7800
2 CLEAN-UP AND INSPECTION	$ 150	$ 1800
3 ADDITIONAL LANDSCAPE SERVICES		
As described in parts 36-41 of General Specifications (all PRICES are to include labor, overhead, equipment & materials)		
AERATION (four times a year)	XXXXXXXXXXXX	$ 1200
TURF RENOVATION (four times a year)	XXXXXXXXXXXX	$ 2400
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
TOTALS	800	13200

CITY OF SACRAMENTO
PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

MACKEY PARK AT KENWOOD OAKS (On-line Spring 2007)

LOCATION - KENWOOD STREET @ MARCONI BOULEVARD	MONTHLY BID	YEARLY BID	
SECTION			
1 TURF CARE: MOWING & IRRIGATION	$ 85	$ ~~1021~~	1020
2 CLEAN-UP AND INSPECTION	$ 28	$ ~~340~~	336
3 ADDITIONAL LANDSCAPE SERVICES			
As described in parts 36-41 of General Specifications (all PRICES are to include labor, overhead, equipment & materials)			
AERATION (one time a year)	XXXXXXXXXXXX	$ 171	
TURF RENOVATION (one time a year)	XXXXXXXXXXXX	$ 170	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
TOTALS	113	~~1702~~	1697

Corrected for rounding. BC

CITY OF SACRAMENTO
PRICING SCHEDULE

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

VERANO CREEK PARK (On-line Fall 2007)

LOCATION - 310 DOOLITTLE STREET	MONTHLY BID	YEARLY BID	
SECTION			
1 TURF CARE: MOWING & IRRIGATION	$ 69.70	$ ~~836~~	836.40
2 CLEAN-UP AND INSPECTION	$ 23.24	$ ~~278~~	278.88
3 ADDITIONAL LANDSCAPE SERVICES			
As described in parts 36-41 of General Specifications (all PRICES are to include labor, overhead, equipment & materials)			
AERATION (one time a year)	XXXXXXXXXXXX	$ 140	
TURF RENOVATION (one time a year)	XXXXXXXXXXXX	$ 140	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
TOTALS	92.94	~~1394~~	1395.28

Corrected for rounding. BC

BID NO. B071187030

PARKS LANDSCAPE MAINTENANCE GROUP #2 – SOUTH NATOMAS

CITY OF SACRAMENTO
PRICING SCHEDULE

Transferred corrected figures from individual pricing schedules. BC

LANDSCAPE MAINTENANCE SERVICES FOR AREA:

BID SUMMARY SHEET

SECTION		MONTHLY BID	YEARLY BID	
1	PARK PLAZA PARK TOTALS	$ 449	$ ~~6751~~	6,738
2	ORCHARD PARK TOTALS	$ 484	$ ~~7276~~	7,262
3	STRAUCH PARK TOTALS	$ 613.75	$ 9165 ✓	
4	BARANDAS PARK TOTALS	$ 1970	$ ~~29869~~	29,552
5	NINOS PARKWAY TOTALS	$ 800	$ 13200 ✓	
6	KENWOOD OAKS PARK TOTALS	$ 113	$ ~~1762~~	1,697
7	VERANO CREEK PARK TOTALS	$ 92.94	$ ~~1394~~	1,395.28
		$	$	
		$	$	

BID TOTAL	$ 4522.69	$ ~~69,046~~ 69,009.28

COMPANY NAME: TruGreen Landcare

REPRESENTITIVE: Cassie Nunes
(Print name)

SIGNATURE: Cassie Nunes DATE 11-6-06

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: TruGreen Landcare

Address: 4095 Deckle Street SAC CA 95820

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") In connection with the City's request for proposals or other solicitation for the performance of services under a City contract.

2 As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified In the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract **Note: On any contract resulting from this bid, contractor will pay employees at least the Living Wage rate, regardless of dollar value of contract or number of employees. The Living Wage rate for 2007 is expected to be $10.00 per hour if benefits are paid and $11.50 per hour if benefits are not paid. Refer to the PLS06-1 for more information on benefit specifications. Contractor is required to maintain and furnish, within 10 days of request by City, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury. (See Attachment A, Payroll Report Form.)**

3. If the amount of my City contract is less than $100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is $100,000 or more.

4 I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.

5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies

6 If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance

7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.

8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Cassie Nunes
Signature of Authorized Representative
Print name: Cassie Nunes
Title: Commercial Sales Manager

Date: 11-6-06

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 1 of 3)

TruGreen Landcare
Name of Contractor

4095 Decble Street, Sacramento CA 95820
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse

   b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 2 of 3)

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance (Page 3 of 3)

maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

   I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Cassie Nunes
Signature of Authorized Representative

11-6-06
Date

Cassie Nunes
Print Name

Commercial Sales Manager
Title

GENERAL CONDITIONS

1. Independent Contractor.

   1 It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any work and/or the furnishing of any materials under this Contract.

   2. It is further understood and agreed by the parties hereto that Contractor, in the performance of its obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Contract, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract.

   3. If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

   4. The provisions of this Section 1 shall survive any expiration or termination of this Contract. Nothing in this Contract shall be construed as to create an exclusive relationship between City and Contractor.

2. Licenses; Permits, Etc. Contractor represents and warrants that Contractor has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for Contractor to perform any work or furnish any materials under the Contract. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any legally required licenses, permits and approvals. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. Contractor Not Agent. Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

4. Confidentiality of City Information. During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge,

disclose or communicate in any manner any City Information to any third party without the prior written consent of City. A violation by Contractor of this Section 4 shall be a material violation of this Contract and shall justify legal and/or equitable relief.

5. Contractor Information.

1 Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Contract In this Contract, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

2. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's bid to City or in connection with any Services performed by Contractor, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

3. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

6. Indemnity.

1. Indemnity: Contractor shall fully indemnify and save harmless, City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Contractor, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Contract, whether or not the City, its officers or employees reviewed, accepted or approved any work performed or materials provided by the Contractor, and whether or not such Liabilities are litigated, settled or reduced to judgment.

2. Obligation to Defend: Contractor shall, upon City's request, defend at Contractor's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Contractor, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Contract, whether such action, claim, suit, cause of action or portion thereof is well

founded or not.

3. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 6, the existence or acceptance by City of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights under this Section 6, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 6 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 5.A., above. The provisions of this Section 6 shall survive any expiration or termination of this Contract.

7. Insurance Requirements. During the entire term of this Contract, Contractor shall maintain the following insurance.

1. Minimum Scope of Insurance: Coverage should be at least as broad as:

    1. Insurance Services Office Form No. CG 0001 (Commercial General Liability);

    2. Insurance Services Office Form No.: CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");

    3. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

2. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

    1. Commercial General Liability; $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

    2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

    3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of $1,000,000 per accident

3. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retentions must be declared to and approved by the City.

4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

    1. General Liability and Automobile Liability Coverages:

        1. City, its officials, employees and volunteers shall be covered as insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to City, its officials, employees or volunteers.

        2. Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

        3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

        4. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

    2. All Coverages:

        Each insurance policy require by this Contract shall be endorsed to state that coverages shall not be

canceled except after thirty (30) days prior written notice has been given to City. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to City and City approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.

5. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

6. Verification of Coverage: Contractor shall furnish City with certificates of insurance showing compliance with the above requirements and with original endorsements effecting all coverages required by this Contract. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the City contract representative.

7. Payment Withhold: City shall withhold payments to Contractor if the certificates of insurance and endorsements required in subsection F, above, are canceled or Contractor otherwise ceases to be insured as required herein.

8. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

   1. Compliance With Regulations: Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

   2. Nondiscrimination: Contractor, with regards to the work performed by it after award and prior to completion of the work pursuant to this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

   3 Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation

   4. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

   5 Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose such sanctions as it may determine to be appropriate including, but not limited to:

      1. Withholding of payments to Contractor under this Contract until Contractor complies;

      2. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request City to enter such litigation to protect the interests of City.

9. Compliance with Laws. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

10. Inspection. Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

11. Funding Availability.

    A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento

    B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

    C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B of these General Conditions.

    D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

12. Inspection of Facilities. If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

13. Material Safety Data Sheets (MSDS). It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.

14. Notification of Material Changes in Business. Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to

terminate the Contract either for cause or for convenience as provided in Section 17 of these General Conditions.

15. Payment and Invoicing Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

16. Protection of Existing Facilities. Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

17. Termination.

    1. Termination for Cause. If the Procurement Services Manager determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the Procurement Services Manager may declare the Contract terminated upon 30 days written notice and may, in the Procurement Services Manager's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

    2. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned, or any other costs which have not been incurred, as of the date of termination.

    3. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, and the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time.

18. Guarantee. By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein If it is

determined by the City that the merchandise delivered or work or services performed does not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

19. Entire Agreement; Order of Precedence The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

    1. Post-Award Amendments.
    2. Pricing Schedule(s), as corrected by City, if applicable.
    3. Pre-Award Addenda.
    4. Special Provisions

5. Bid Instructions and Requirements.
6. General Conditions
7. Technical Specifications and/or Plans

20. Waiver. Neither City acceptance of, or payment for, any work performed or material supplied by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

21. Enforcement of Contract. This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

22. Assignment Prohibited. The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

23. Binding Effect. This Contract shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 22, above.

DATE BID OPENED 11-8-06
EMPLOYEE INITIALS V.M.
MARK ONE BOX FOR EACH ITEM ONLY

BID SECURITY
(X) NONE REQUIRED
( ) PROPERLY SIGNED

BID DEPOSIT TYPE
( ) BID BOND
( ) CALIF. BANK CASHIER'S CHECK
( ) CERTIFIED CHECK
( ) CASH
( ) CALIF. BANK MONEY ORDER

AFTER AWARD OF B
( ) SECURITY RETURNED
( ) SECURITY ACCEPTED
EMPLOYEE INITIALS _____

SPECIAL PROVISIONS

These Special Provisions apply to this Bid and to any resulting Contract/Agreement.

SERVICES

Contractor shall provide to the City of Sacramento the services described in the Maintenance Performance Schedule(s) contained herein in accordance with the specifications in the Park Maintenance Services General Specifications and Provisions (PLS06-1). Contractor shall provide said services at the time, place, and in the manner specified. The Contractor shall not be compensated for services outside the scope of the services specified unless prior to the commencement of such services: (a) Contractor notifies the City that such service is deemed an additional service and Contractor estimates the additional compensation required for this activity; and (b) the City, after notice, approves, in writing, the additional service and amount of compensation therefore.

FEE SCHEDULE/MANNER OF PAYMENT

A. Fees. Fees shall be paid in conformance with the Price Schedule(s) submitted by Contractor in response to this Invitation for Bid and set forth herein.

B. Payment Terms. Payment terms are net 30 unless Contractor offers a prompt payment discount at the time of invoicing. All prompt payment discounts, if taken, shall be computed from the date of completion of service, or from date of receipt of invoice, whichever is latest.

C. Invoicing. Request for payment shall be sent to:

Parks Operations Division
5730 24th Street, Bldg. 12
Sacramento, CA 95822
Office (916) 433-6203
ATTN: Wally Cole

FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

GENERAL PROVISIONS

The provisions set forth in Exhibit "B" of the Park Maintenance Services General Specifications and Provisions (PLS06-1), which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said provisions and any other terms or conditions of this Agreement, these provisions shall prevail.

CONTRACT TERM

A. Any contract(s) resulting from this bid shall be effective from date of award by City Council or January 1, 2007, whichever occurs later and shall end December 31, 2007.

B. Option to Extend The contract may be extended on a year-to-year basis, however, in no case shall the initial contract period, combined with any extension(s) exceed a total term in excess of three (3) years. The City reserves the right to renew the contract under the terms and conditions of the "Park Maintenance Services General Specifications and Provisions" being used by the City at the time of renewal.

PURCHASE ORDER

A. A Purchase Order will be issued to the Contractor awarded the Bid on behalf of the City organization(s) who will be ordering items/services covered in the contract. The contract will consist of the Purchase Order and the Invitation for Bid document and will incorporate all items and provisions in the Invitation for Bid document, the submitted Pricing Schedules and other submissions, and the "Landscape Maintenance Services General Specifications and Provisions". Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.

B A Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.

C. Delivery of material and/or services is not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

PRICE ADJUSTMENTS

No price changes are permitted during the first term of the agreement. If the agreement is extended beyond the initial term, prices quoted may be subject to adjustment based on changes in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area.

DRUG-FREE WORKPLACE POLICY

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

CONFERENCE (PRE-AWARD)

The apparent lowest responsible Contractor may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

CHANGES IN THE WORK

The Contractor may be ordered in writing by the Project Manager, without invalidating this contract, to make changes in the work within the general scope of this contract consisting of additions, deletions, or other revisions. The Contractor, prior to the commencement of such changed or revised work, shall submit to the City written copies of any claim for adjustment to the contract amount and time of completion for such revised work in accordance with the procedure set forth in the contract documents.

CONTRACT REPRESENTATIVE

A. The City Representative (hereinafter referred to as "Inspector") for this Bid and any resulting Agreement is:

Dan Giammona	Park Operations Supervisor	(916) 808-4070
(Name)	(Title)	(Telephone)

All contractor questions pertaining to performance under this agreement will be referred to the above named person, or the representative's designee.

B. The Contractor Representative for this Agreement is:

Cassie Nunes	Commercial Sales Manager	916-451-7566
(Name)	(Title)	(Telephone)

C. All correspondence relating to the bidding and contracting process is to be addressed to:

City of Sacramento
Procurement Services Division
Attn: Barbara Collins – Program Analyst
915 I Street, 2nd Floor
Sacramento, CA 95814

QUANTITIES (ESTIMATES)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

SUBCONTRACTS AND ASSIGNMENTS

No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Contractor shall re-secure property to which access was gained prior to leaving Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor Contractor payments for work performed may be withheld until any such damage is repaired to the City's satisfaction. **Note: All damage shall immediately be reported to the contract representative.**

COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational

Safety and Health Act (OSHA) that are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of

Occupational Safety and Health, Department of Industrial Relations, State of California. In the event the Contractor, or any of his employees, shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.

DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE OF PARK PLAZA PARK

Park Plaza Park is located on West El Camino Avenue in South Natomas. The area of Park Plaza Park to be maintained is the developed park area and paved areas that serve the park.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation systems maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: **PARK PLAZA (CREEKSIDE)** ACRES: **2**
LOCATION: **WEST EL CAMINO AVENUE**

	DAILY	BI-WEEK	WEEKLY	BI-MNTHLY	MNTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE								
CHEMICAL						3X		3 X PER YEAR
MECHANICAL		X					X	BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
FERTILIZE						6X		6X/YR JAN, MARCH, MAY, JULY, SEPT, NOV
WEED CONTROL								
CHEMICAL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT								
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION							X	3-4X/YEAR - APRIL TO OCTOBER
AERATION							X	3-4X/YEAR - APRIL TO OCTOBER
OTHER:								

SITE INFORMATION: **PARK PLAZA PARK**

IRRIGATION: AUT0:-___X___MANUAL:_____OTHER:_____

CONTROLLERS:	LOCATION:
1Rainmaster Controller	**Map of location will be provided at time of award**
25 Stations	

VALVE LOCATIONS:

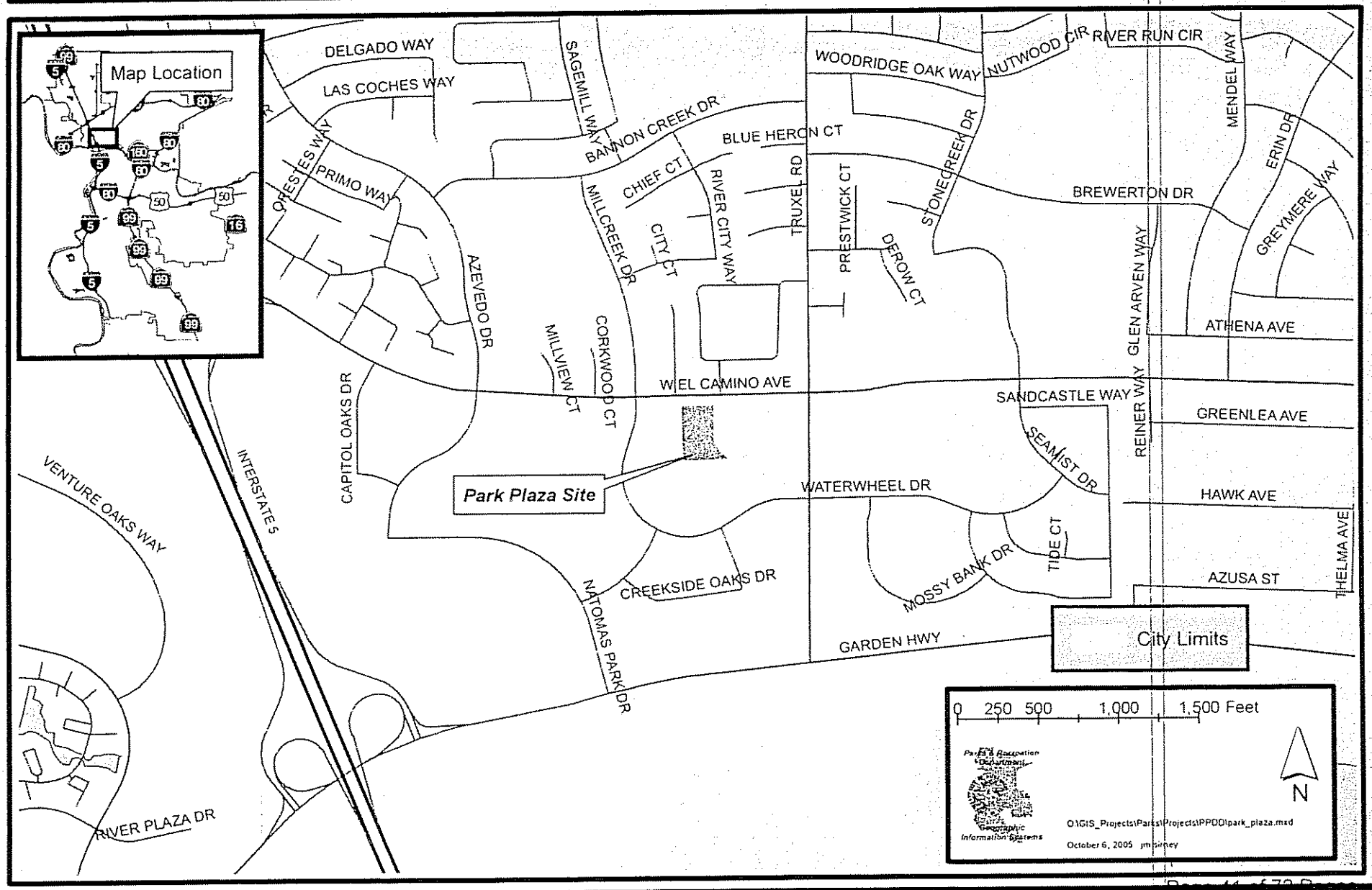
	Map of location will be provided at time of award
MAIN:	**Map of location will be provided at time of award**

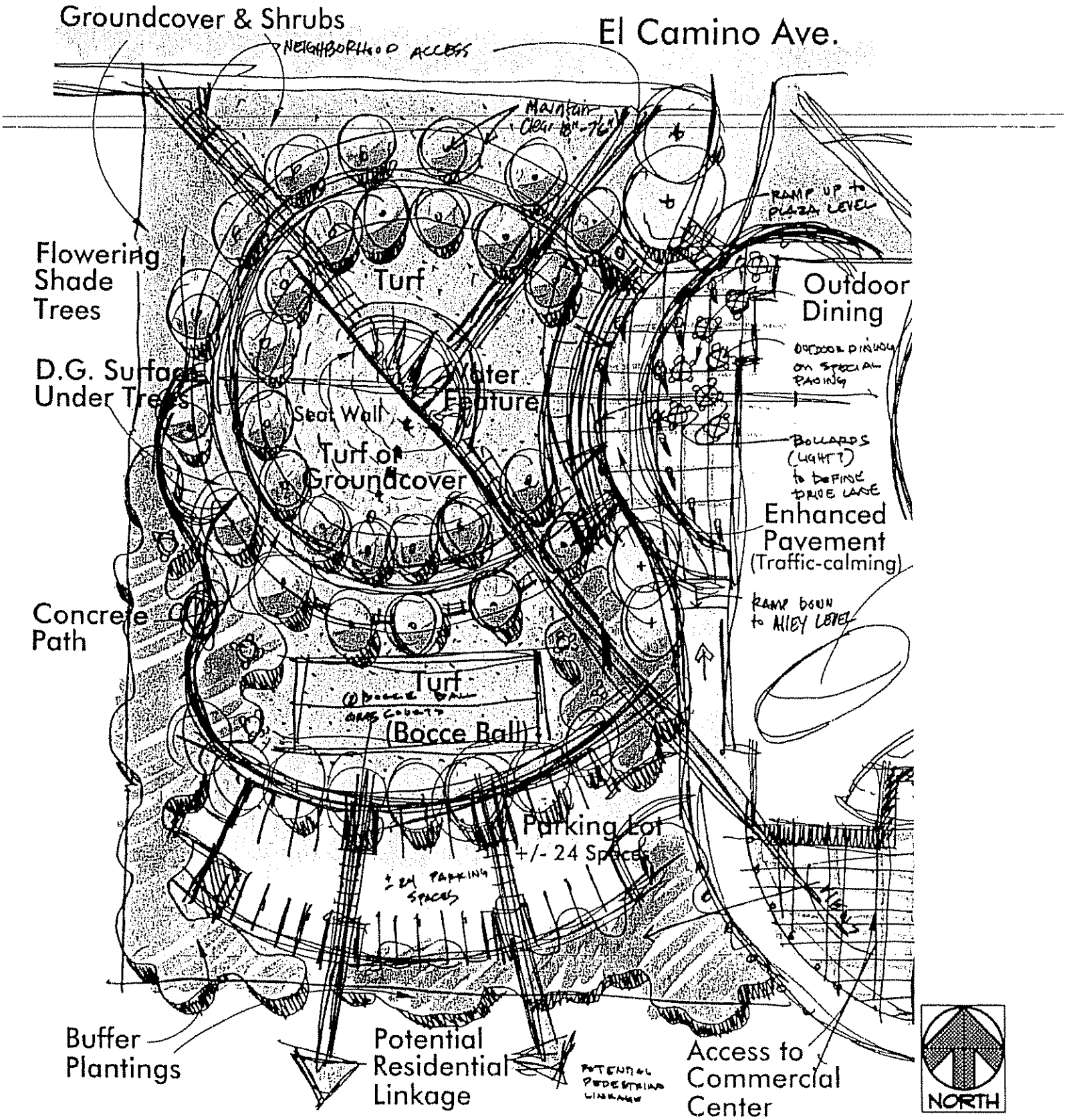
LANDSCAPE: LANDSCAPED:___**Yes**____TURF ____**Yes**___

GROUND COVER		SHRUBS	TREES
Bearberry Cotoneaster	90*	Japanese Barberry - 20	Seminole Crepe Myrtle - 15
Bar Harbor Juniper	136*	Orchid Rockrose - 20	Chinese Pistache - 28
Pink Myoporum	110*	Fortnight Lily - 46	Valley Oak - 5
		Bronze New Zealand Flax - 12	Italian Stone Pine - 10
* one gallon plants		Wheeler's Dwarf Pittosporum - 52	
		Pink India Hawthorne - 56	
		Pink Meidiland carpet Rose - 32	

PARKS LANDSCAPE MAINTENANCE GROUP #2 – SOUTH NATOMAS

City of Sacramento
Department of Parks and Recreation
Park Plaza Site




Groundcover & Shrubs
NEIGHBORHOOD ACCESS
El Camino Ave.
Maintain Clear 18"-76"
RAMP UP to PLAZA LEVEL
Flowering Shade Trees
Turf
Outdoor Dining
OUTDOOR DINING ON SPECIAL PAVING
D.G. Surface Under Trees
Water Feature
Seat Wall
Turf or Groundcover
BOLLARDS (LIGHT) to DEFINE DRIVE LANE
Enhanced Pavement (Traffic-calming)
RAMP DOWN to ALLEY LEVEL
Concrete Path
Turf
(Bocce Ball)
Parking Lot
+/- 24 Spaces
± 24 PARKING SPACES
Buffer Plantings
Potential Residential Linkage
POTENTIAL PEDESTRIAN LINKAGE
Access to Commercial Center
NORTH

SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE OF ORCHARD PARK

~~Orchard Park is located at West River Drive at West El Camino in West Natomas. The area of~~ Orchard Park to be maintained is the developed park area.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation systems maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: ORCHARD PARK **ACRES:** 10
LOCATION: WEST RIVER DRIVE AT WEST EL CAMINO

	DAILY	BI-WEEK	WEEKLY	BI-MNTHLY	MNTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE								
CHEMICAL						3X		3 X PER YEAR
MECHANICAL		X					X	BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
FERTILIZE						6X		6X/YR JAN, MARCH, MAY, JULY, SEPT, NOV
WEED CONTROL								
CHEMICAL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT	X							
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION							X	3-4 TIMES A YEAR APRIL TO OCTOBER
AERATION							X	3-4 TIMES A YEAR APRIL TO OCTOBER
OTHER:								
SKATEBOARD PARK							X	GENERAL MAINTENANCE PER PLS 06-01

SITE INFORMATION: **Orchard Park**

IRRIGATION: AUT0:-__X__MANUAL._____OTHER:_____

CONTROLLERS.	LOCATION:
1 Rainmaster Controller	**Map of location will be provided at time of award**
48 Stations	

VALVE LOCATIONS.

	Map of location will be provided at time of award
MAIN: 3" Loop Main	**Map of location will be provided at time of award**

LANDSCAPE: LANDSCAPED:___Yes____TURF ____Yes___

GROUND COVER	SHRUBS	TREES
Rosmarinus O. Prostratus - 720 sqft	Mulenbergia Rigens - 329	Cercis Occidentalis - 11
Helictatrichon Sempervirens -248 sqft	Arctostaphylos 'Howard McMinn' - 30	Pistacia Chinensis - 77
	Cistus X Purpureus - 20	Plantanus Acerifilia - 12
	Westringia Fruticosa 'Morning Light' - 46	Platanus Racemosa - 20
	Phormium H. 'Dazzer' - 120	Almus Americana - 15
	Convolvulus Cneorum - 83	Quercus Agrifolia- 12
		Quercus Lobata - 15

SITE INFORMATION: Orchard Park - Phase2

IRRIGATION:

AUT0:-___X___MANUAL._____OTHER:_____

CONTROLLERS: JOHN DEERE (United Green Tech) 31 Stations
SA6-RM7-48/PMR-CAC/DFSAV-125B+300P-EV-CAB-SEN

OCATION: 2938 West River Drive, Sacramento CA. 95833

Map of location will be provided at time of award

VALVE LOCATIONS. 14 Valves In Phase 2

Map of location will be provided at time of award

MAIN: 3" **Map of location will be provided at time of award**

PARK LANDSCAPE:

LANDSCAPED:___Yes___TURF ___Yes___

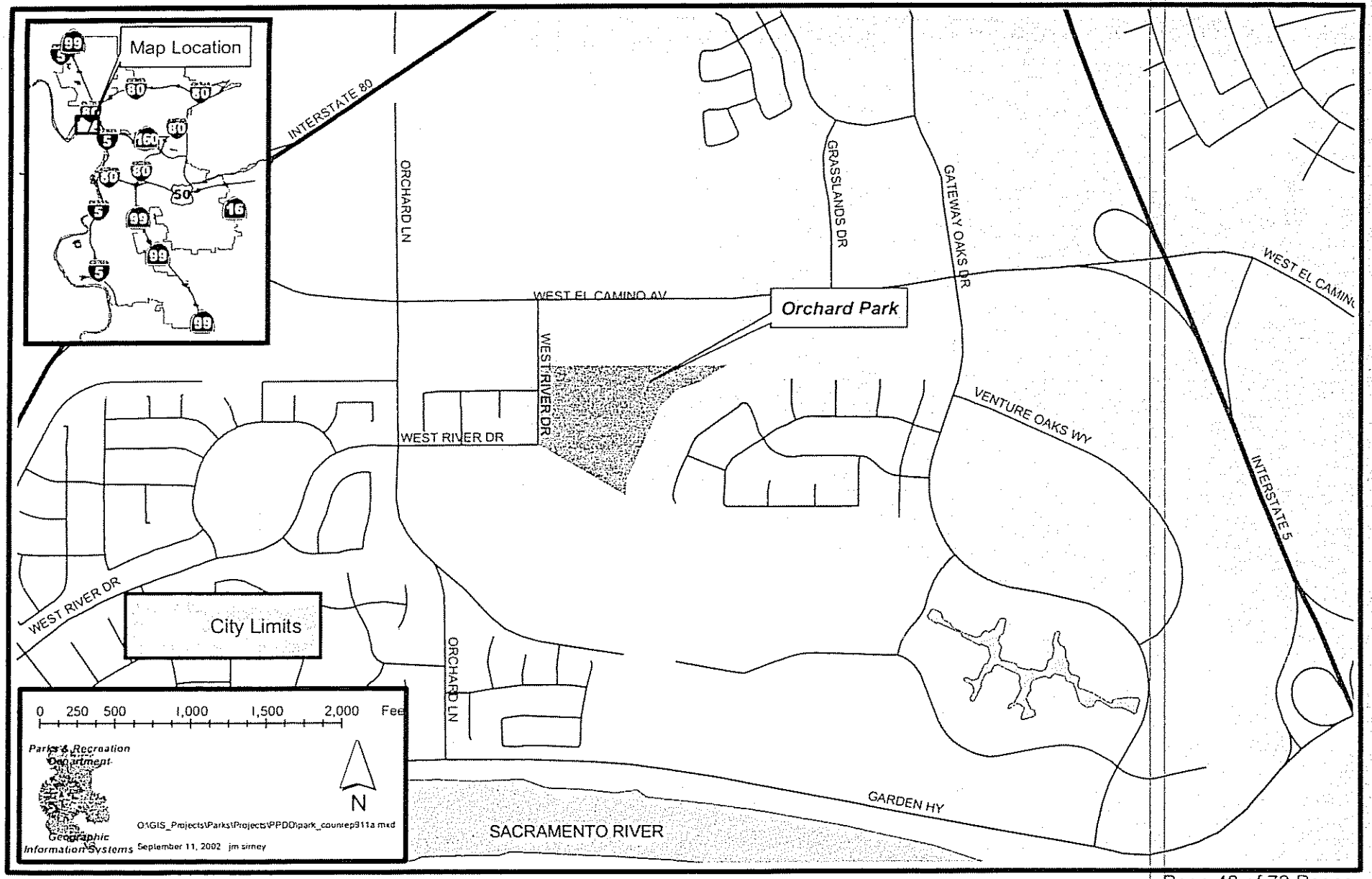
GROUND COVER/SHRUBS - Quantity	SHRUBS - Quantity	TREES -
Rosmarinus o. 'Prostratus' - 500	Cistus x 'sunset' - 21	Acer Ginalla'Flame' - 42
	Convolvulus cneorum - 130	Acer Rubrum 'Armstrong' - 3
	Phormium H. 'Dazzler' - 210	Cercis Occidentalis - 72
	Westringa Fruticosa 'Morning Light'-85	Crataegus Laevigata 'Paul's Scarlet' - 42
		Lagerstroemia Indica 'Natchez' - 2
		Malus 'Prairifire' - 38
		Pistacia chinensis - 8
		Platanus acerifoia 'Bloodgood' - 5
Lawn - 21,167 Sq. Feet		Quercus Rubra
Non-Irrigation Native Area - 9,049 Sq. Ft.		Quercus Wisliqenii
Bark Mulch 4" Layer - 51,535 Sq. Ft.		Sequoia Sempirvirens

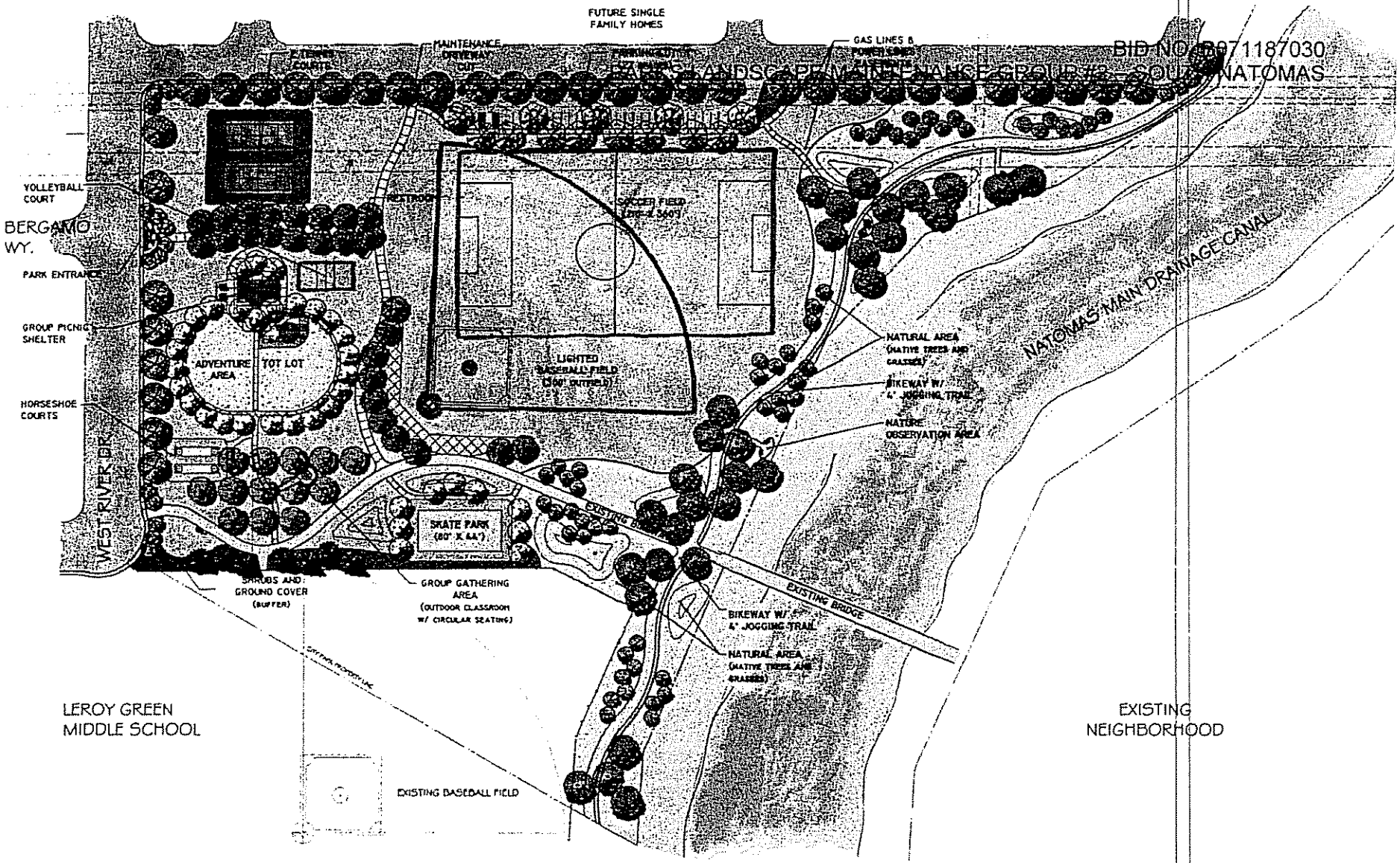
RIPARIAN RESTORATION LANDSCAPE:

LANDSCAPED: Yes TURF. No

GROUND COVER/SHRUBS -	SHRUBS -	TREES - Total Quantity 132
Lupinus albifrons - 231	Baccharis Pilularis - 286	Aescalus Californica - 3
	Ceanothus Maritimus 'Point Sierra' - 208	Juglans Californica - 6
	Rosa Californica - 450	Platanus Racemosa - 9
	Rhamnus Californica - 20	Populus fremontii - 4
		Quercus Lobata - 5
Vines-	**Shade Grasses Mix**	**Sun Grasses Mix**
Aristolochia Californica - 45	Muhlenbergia Rigens - 595 /1 gal.	Nasella Pulchra - 19548 Plugs
	Melica Californica - 5354 Plugs	Leymns triticordes - 19548 Plugs
	Festuca Californica - 5354 Plugs	Festuca Rubra - 19548 Plugs
		Native Hydroseed Swale - 8954 Sq Ft. Hydroseed

City of Sacramento
Department of Parks and Recreation
Orchard Park





MASTER PLAN FOR:

ORCHARD PARK (13.6 AC)

CITY OF SACRAMENTO, CALIFORNIA

0 40 80 120
SCALE IN FEET

SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE OF STRAUCH PARK

~~Strauch Park is located on 3075 Northstead Drive adjacent to Straugh School in South Natomas.~~
The area of Strauch Park to be maintained is the developed park area and paved areas that serve the park

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation systems maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: **STRAUCH PARK** ACRES: **3.3**

LOCATION: **3075 NORTHSTEAD DRIVE (adjacent to Strauch School)**

	DAILY	BI-WEEK	WEEKLY	BI-MNTHLY	MNTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE								
CHEMICAL						3X		3 X PER YEAR
MECHANICAL		X					X	BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
FERTILIZE						6X		6X/YR JAN, MARCH, MAY, JULY, SEPT, NOV
WEED CONTROL								
CHEMICAL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT								
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION							X	3-4X/YEAR - APRIL TO OCTOBER
AERATION							X	3-4X/YEAR - APRIL TO OCTOBER
OTHER:								

SITE INFORMATION: Strauch Park (3.3 acres)

IRRIGATION:

AUTO:-___X___MANUAL:_____OTHER:_____

CONTROLLERS.	LOCATION:
"A": Rainmaster DX-2 - 30 stations	Southeast corner of the park site, adjacent Northstead Drive
"B": Rainmaster DX-2 - 28 stations	Southeast corner of the park site, adjacent Northstead Drive

VALVE LOCATIONS:

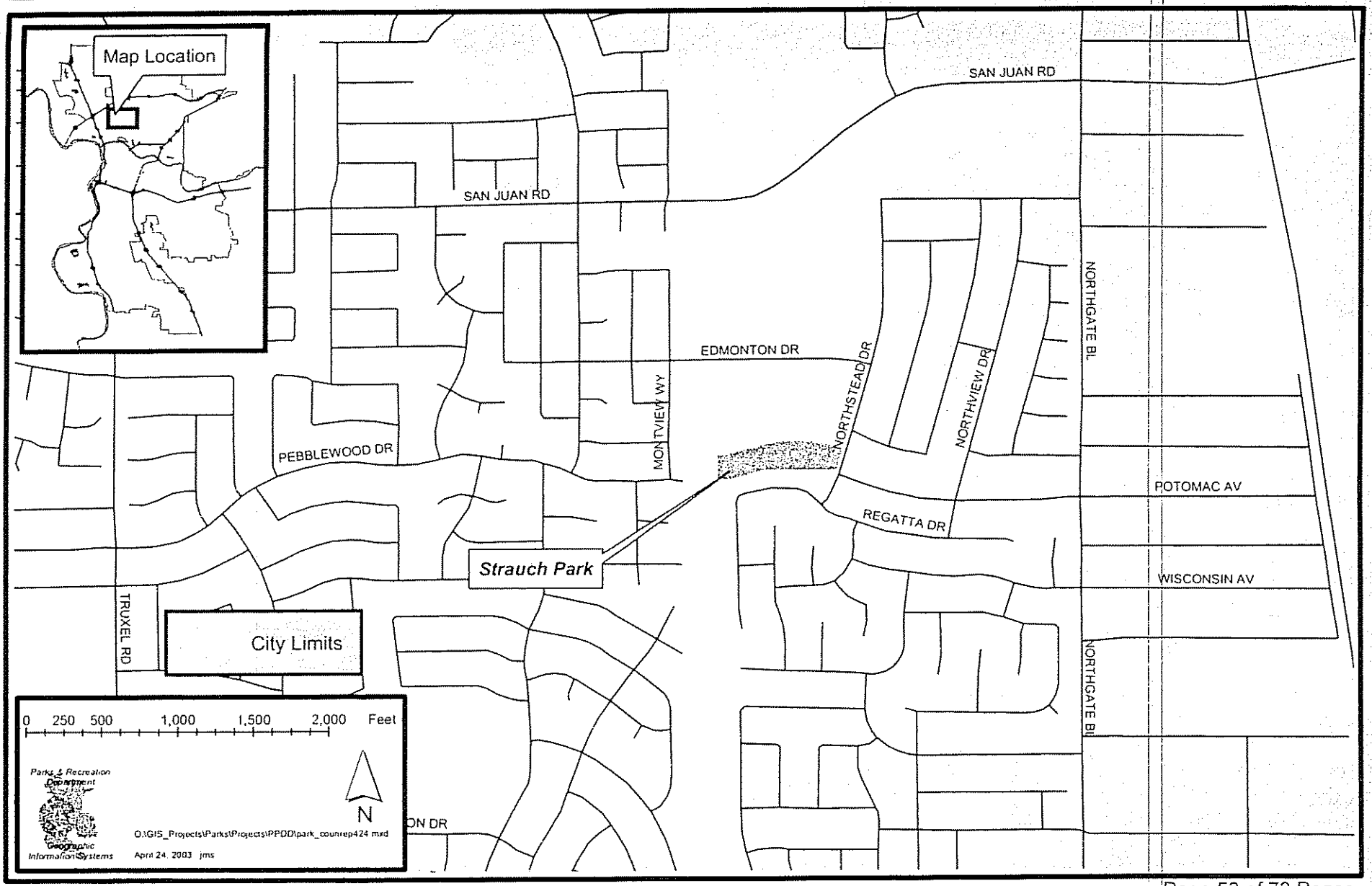
"A" valves services the south and a portion of the west, below the main walkway: 30 valves
"B" valves services the north and a portion of the west, above the main walkway: 28 valves
MAIN: 4" main line that loops around the entire park.

LANDSCAPE:

LANDSCAPED:___Yes___TURF ___Yes___

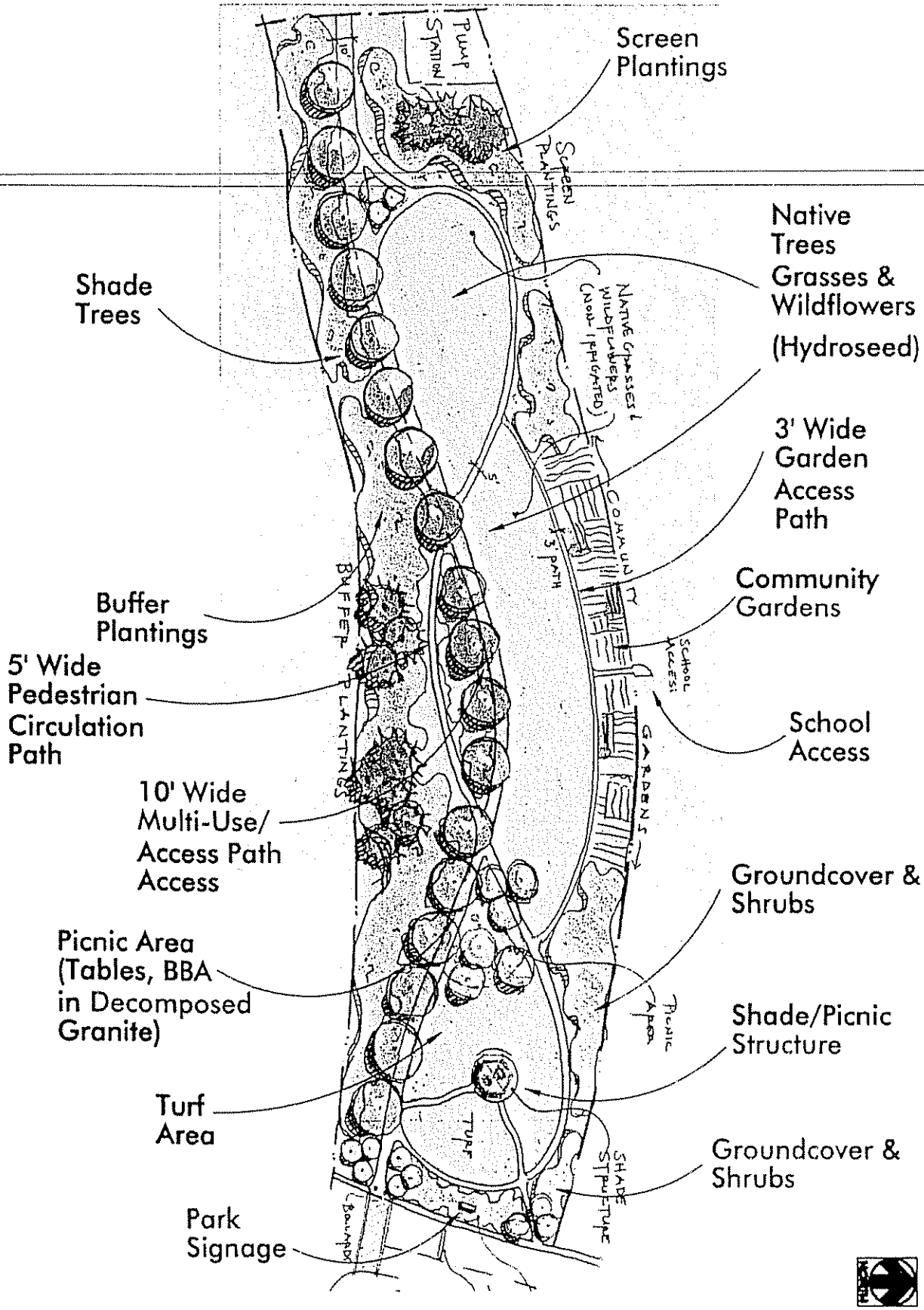
GROUND COVER	SHRUBS	TREES
Arctostaphylos "Emerald Carpet" 540 1gl	Cistus Purpureus: 135 1 gl	Cercis Occidentalis: 8 15gl
Cotoneaster "Lowfast" 320 1gl	Cistus Salvifolus: 50 1gl	Platanus "Bloodgood": 17 15gl
Rosmarinus "Huntington Blue" 130 1gl	Dietes Vegeta: 50 1gl	Pyrus "Aristocrat": 14 15gl
	Fremontodendron "Ken Taylor": 10 5gl	Quercus Agrifolia: 16 15gl
Turf: 90% Fine Fescue, 10% Kentucky Blue	Phormium Tenax: 15 1gl	Quercus Lobata: 17 15gl
10% Limousine Kentucky Blue	Raphiolepis indica "Enchantress": 80 5gl	
	Rosa "White Meidland": 40 1gl	
Hydroseed: Native wildflowers & grass mix		

City of Sacramento
Department of Parks and Recreation
Strauch Park



Strauch Park Sacramento, California

BIZ NO. 80-1187030
PARKS LANDSCAPE MAINTENANCE GROUP #2 – SOUTH NATOMAS



Master Plan

December 2002

Carter::Burgess

SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE OF BARANDAS PARK

Barandas Park is located on 2805 Grassland Drive in North Natomas. The area of Barandas Park to be maintained is the developed park area and paved areas that serve the park.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation systems maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: **BARANDAS PARK** ACRES: **6.6**

LOCATION: **2805 GRASSLANDS DRIVE**

	DAILY	BI-WEEK	WEEKLY	BI-MNTHL	MNTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE								
CHEMICAL						3X		3 X PER YEAR
MECHANICAL		X					X	BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
FERTILIZE						6X		6X/YR JAN, MARCH, MAY, JULY, SEPT, NOV
WEED CONTROL								
CHEMICAL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT	X							
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION							X	3-4X/YEAR - APRIL TO OCTOBER
AERATION							X	3-4X/YEAR - APRIL TO OCTOBER
OTHER:								

SITE INFORMATION: **Manuel J. Barandas Park, 6.24 acres**

IRRIGATION: AUT0:-___X___MANUAL._____OTHER:_____

CONTROLLERS:	LOCATION:
Rainmaster DX - 40 station	Northern corner of the site adjacent property homeowners along Weald W
Model SA6-RM7-40/DFSAV-125-BOOP/	
PMR-CAC	

VALVE LOCATIONS.

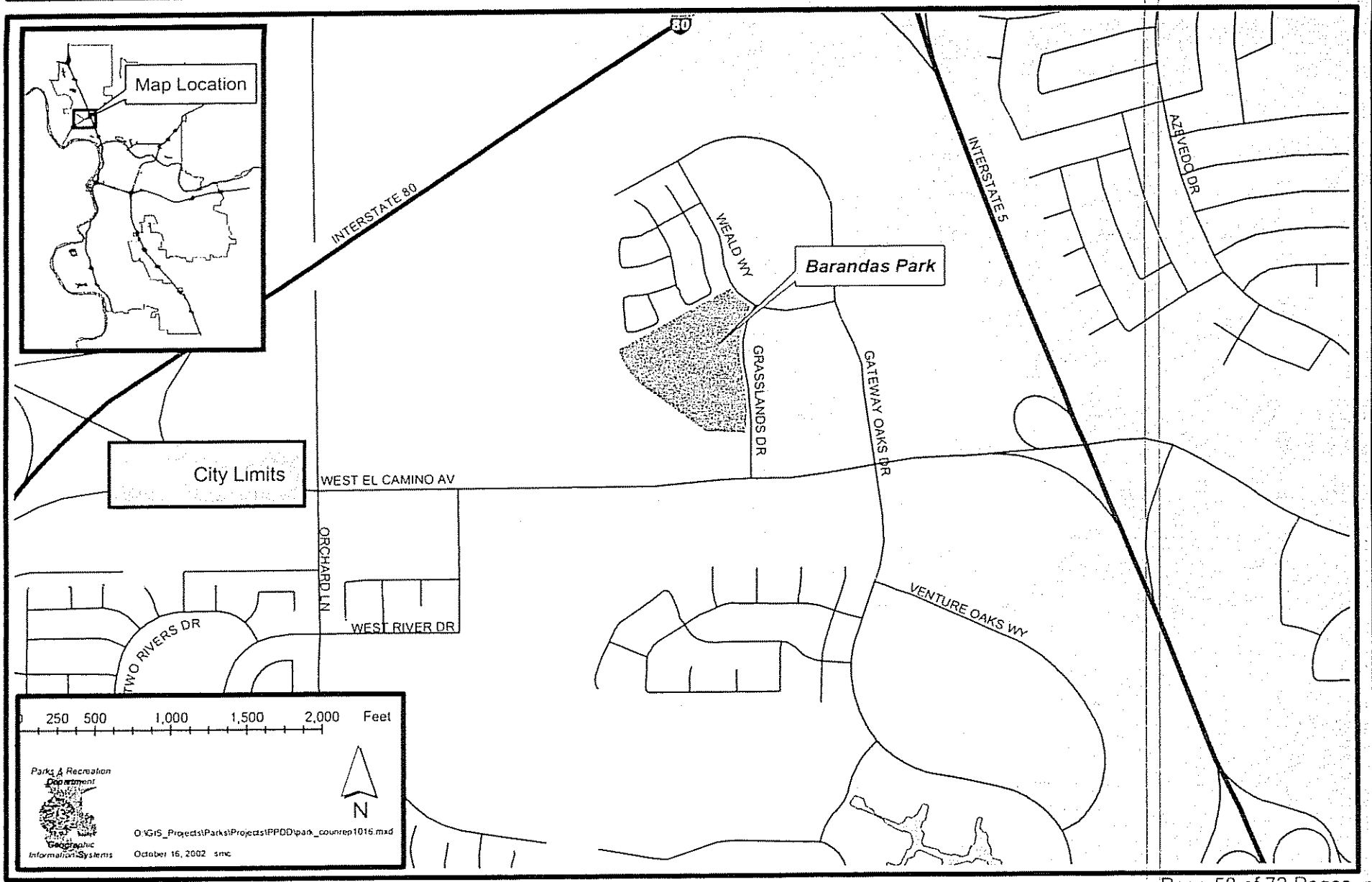
Refer to Controller chart provided to Park Maintenance provided at time of award).
Bike path (west area): 9 valves, Behind baseball backstop: 1 valve, Grasslands Avenue: 10 valves within DG ,
Amphitheater: 4 valves adajcent concrete path, Central Allae: 10 valves

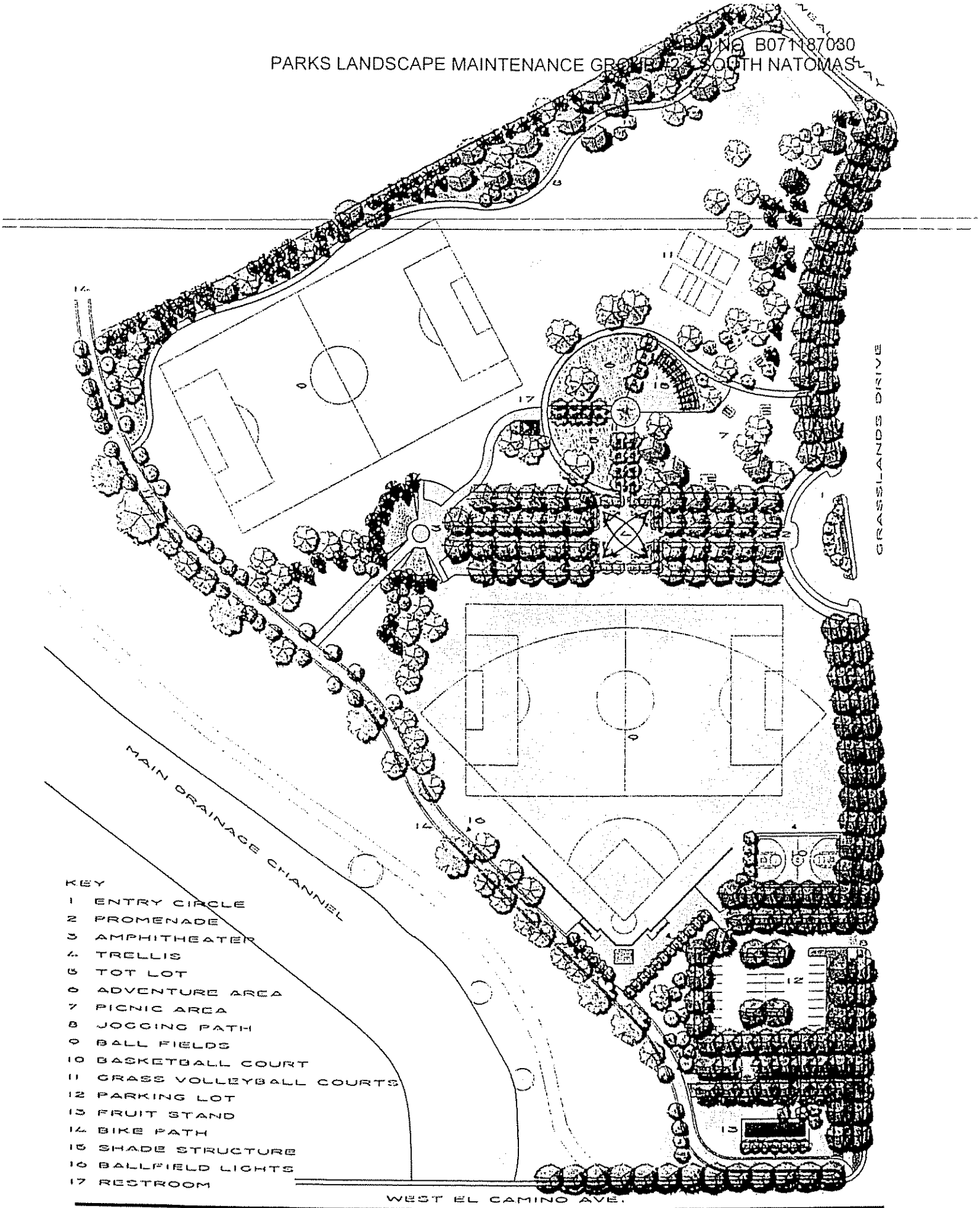
MAIN: 4" main line with POC at north corner of site along Weald Way

LANDSCAPE: LANDSCAPED:___X___TURF ___X___

GROUND COVER	SHRUBS		TREES
Cotoneaster Dammeri 'Coral Beauty'	Arbutus Unedo 'Elfin King'	21-1gl	Cedrus Deodara
	Dietes Vegeta	93-1gl	Lagerstroemia Fauirei 'Natche
Turf: 80% Alliance Ryegrass,	Hemerocallis 'Stella d'Oro'	242-1gl	Nyssa Sylvatica
10% 'Midnight' Bluegrass, &	Pyracantha 'Santa Cruz'	20-1gl	Pistacia Chinensis 'Red Push'
10% 'Limosine' Bluegrass	Rosmarinus Officinalis 'C. Ingram'	27-1gl	Platanus Racemosa
	Teuchrium Chamaedrys	295-1gl	Pyrus Calleryana 'Chanticleer'
Hydroseed: Fine Fescue Meadow	Trachelospermum Jasminoides	1,800-1gl	Quercus Lobata
Grass-Pacific Sod 'No Mow'			Quercus Rubra
			Quercus Wislizenii
			Sequoia Sempervirens 'Soque

City of Sacramento
Department of Parks and Recreation
Barandas Park





MASTER PLAN FOR
BARANDAS PARK
CITY OF SACRAMENTO

SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE OF NINOS PARKWAY

Ninos Parkway is located at Straugh School in South Natomas. The area of Ninos Parkway to be maintained is the developed park area and paved areas that serve the park

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation systems maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE NAME: NINOS PARKWAY PARK @ STRAUGH SCHOOL **ACRES: 3.0**
EDMINTON DRIVE

	DAILY	BI-WEEK	WEEKLY	BI-MNTHL	MNTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE								
CHEMICAL						3X		3 X PER YEAR
MECHANICAL		X					X	BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
FERTILIZE						6X		6X/YR JAN, MARCH, MAY, JULY, SEPT, NOV
WEED CONTROL								
CHEMICAL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION							X	3-4X/YEAR - APRIL TO OCTOBER
AERATION							X	3-4X/YEAR - APRIL TO OCTOBER
OTHER:								

SITE INFORMATION: NINOS PARKWAY @ STRAUGH PARK

IRRIGATION:

AUT0:-__X____MANUAL._____OTHER:_____

CONTROLLERS:	LOCATION:
Rainmaster DX	
	Map of location will be provided at time of award

VALVE LOCATIONS.

Map of location will be provided at time of award.
MAIN:

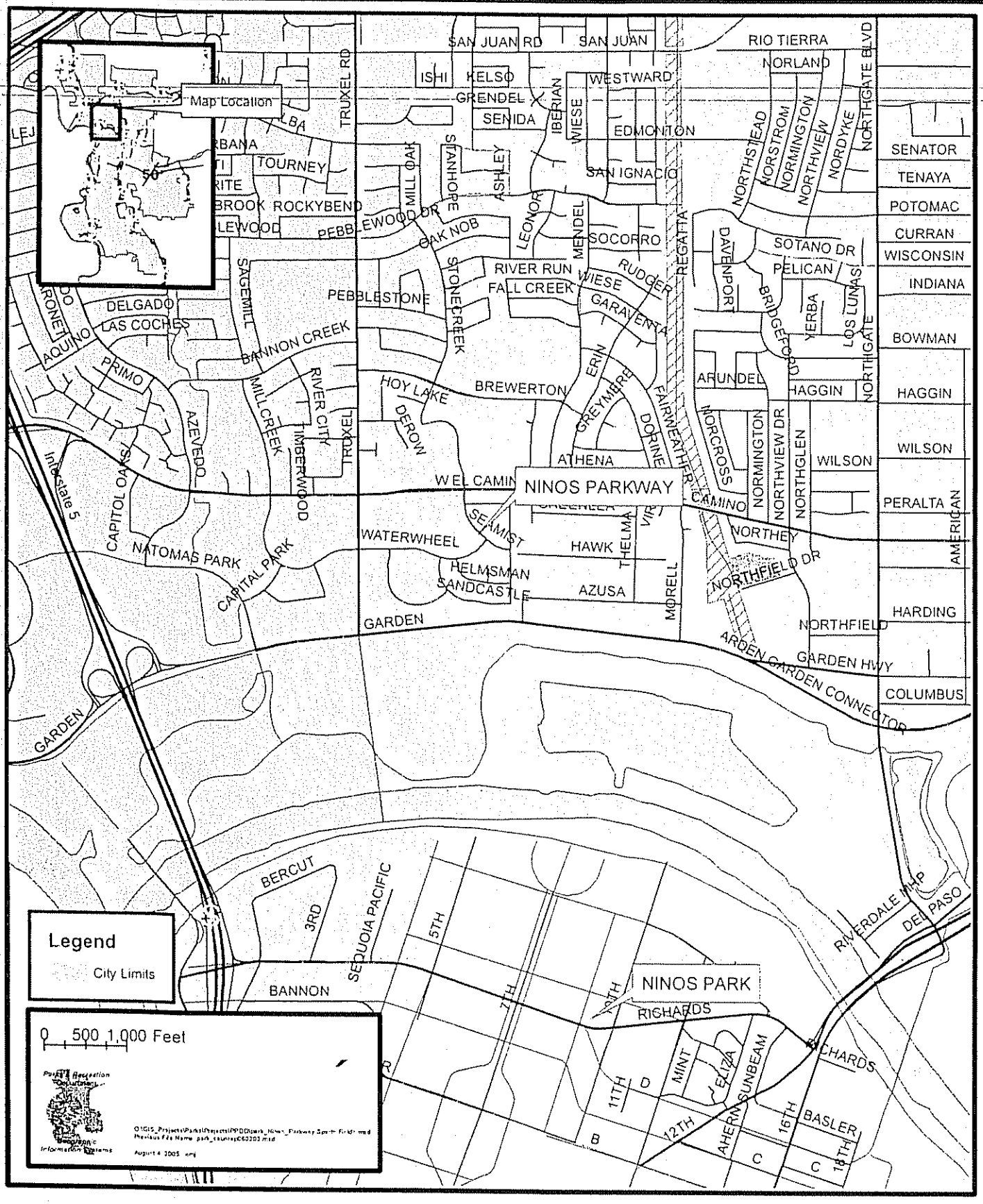
LANDSCAPE:

LANDSCAPED:___X____TURF ___X____

GROUND COVER	SHRUBS	TREES
	NOT AVAILABLE	

PARKS LANDSCAPE MAINTENANCE GROUP #2 – SOUTH NATOMAS

City of Sacramento
Department of Parks and Recreation
NINOS PARKWAY



SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE OF MACKEY PARK AT KENWOOD OAKS

~~Mackey Park at Kenwood Oaks is located at Kenwood Street at Marconi Boulevard. The area of~~ Mackey Park at Kenwood Oaks to be maintained is the developed park area.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation system maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE: MACKEY PARK AT KENWOOD OAKS **ACRES: 2**
LOCATION: KENWOOD STREET @ MARCONI BD

	DAILY	BI-WEEK	WEEKLY	BI-MNTHLY	MNTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE								
CHEMICAL						3X		3 X PER YEAR
MECHANICAL		X					X	BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
FERTILIZE						6X		6X/YR JAN, MARCH, MAY, JULY, SEPT, NOV
WEED CONTROL								
CHEMICAL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT								
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION							X	1X/YEAR
AERATION							X	1X/YEAR
OTHER:								

SITE INFORMATION: Mackey Park at Kenwood Oaks

IRRIGATION: AUTO:-__X____MANUAL:_____OTHER:_____

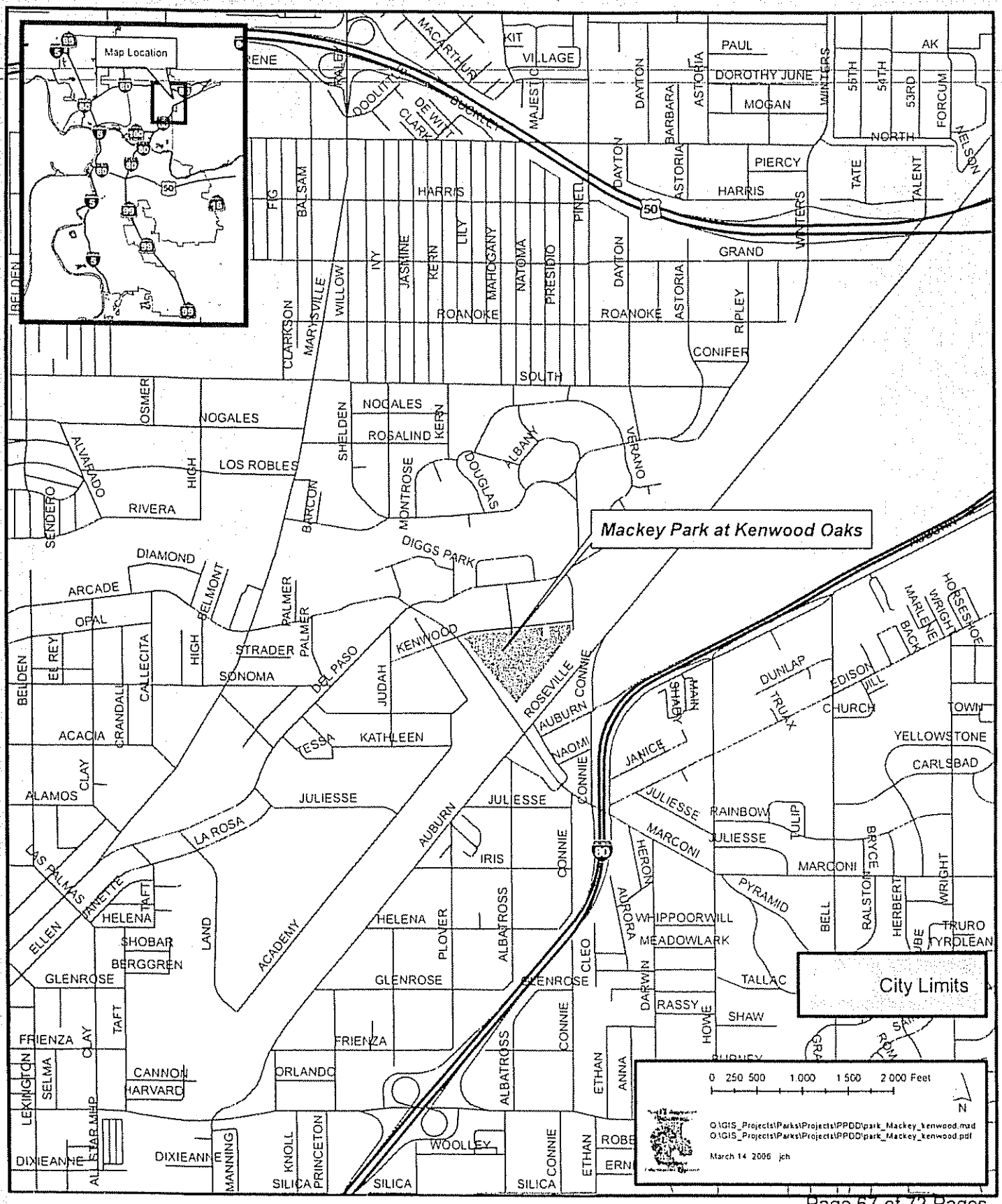
CONTROLLERS:	LOCATION:
NUMBER OF: 1	Kenwood street
Rainmaster	
TYPE:	
SA5-RM7-18/FSAV-200P/PMR-CAC/EV-CAB-SEN	

VALVE NUMBERS:	VALVE LOCATIONS:
A1-6	east side of park along Kenwood street
A7	near entrance at picnic site
A8-9	south side of picnic area
A10-13	west side of park entrance
MAIN:	

LANDSCAPE: LANDSCAPED:_____TURF:_____

GROUND COVER		SHRUBS		TREES	
TYPE	QUANTITY	TYPE	QUANTITY	TYPE:	QUANTITY
n/a		Fremontodendron	?		15 total for all
		Muhlenbergia	?	Celtis	
		Rhamnus	?	Lagerstremia	
TURF:		Salvia	?	Platanus	
SEEDED SF:	9445			Quercus	
SOD SF:					
NON-IRRIGATED SF:	7580				

City of Sacramento
Department of Parks and Recreation
Mackey Park at Kenwood Oaks



SCOPE OF WORK FOR THE LANDSCAPE MAINTENANCE OF VERANO CREEK PARK

~~Verano Creek Park at Kenwood Oaks is located at 310 Doolittle Street. The area of Verano~~ Creek Park to be maintained is the developed park area.

Scope of work includes, but is not limited to, mowing and edging; weed, pest and disease control; irrigation system maintenance; approved watering techniques for landscape plants; fertilizer application; approved method and techniques used for pruning shrubs and trees; turf renovation; chemical controls; trash and debris control; tree staking; immediate reporting of vandalism and/or safety hazards to Inspector and other maintenance required to keep designated areas in a safe, attractive, and usable condition, and maintain all plant material in good condition with horticulturally acceptable growth and color.

MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS

SITE:VERANO CREEK PARK **ACRES: 0.4**
LOCATION: 310 DOOLITTLE STREET

	DAILY	BI-WEEK	WEEKLY	BI-MNTHLY	MNTHLY	X-YR.	AS REQ.	COMMENTS
SITE SERVICED	X							
INSPECT. MEETING			X					
IRRIGATION MEETING			X					
TURF CARE - Mowing & Irrigation								
MOW			X					
EDGE								
CHEMICAL						3X		3 X PER YEAR
MECHANICAL		X					X	BI-WEEKLY MAR-OCT; AS NEEDED NOV-MAR
FERTILIZE						6X		6X/YR JAN, MARCH, MAY, JULY, SEPT, NOV
WEED CONTROL								
CHEMICAL						3X		3X PER YEAR; PRE-EMERGENT APPLICATION IN SPRING
MECHANICAL					X			
IRRIGATION SYSTEM								
INSPECT			X					
TEST			X					
REPAIR							X	
CLEAN-UP & INSPECTION								
LITTER CONTROL	X							
LEAF REMOVAL							X	
TREE STAKING AND TYING							X	
HEDGE AND SHRUB CARE							X	
HAZARDS AND VANDALISM	X							
PICNIC AREA(S)	X							
PARK PARKING LOT								
ADDITIONAL LANDSCAPE SERVICES								
TURF RENOVATION							X	1X/YEAR
AERATION							X	1X/YEAR
OTHER:								

SITE INFORMATION: VERANO CREEK PARK

IRRIGATION:

AUT0:-__X____MANUAL._____OTHER:_____

CONTROLLERS.	LOCATION:
Rainmaster DX	
	Map of location will be provided at time of award

VALVE LOCATIONS.

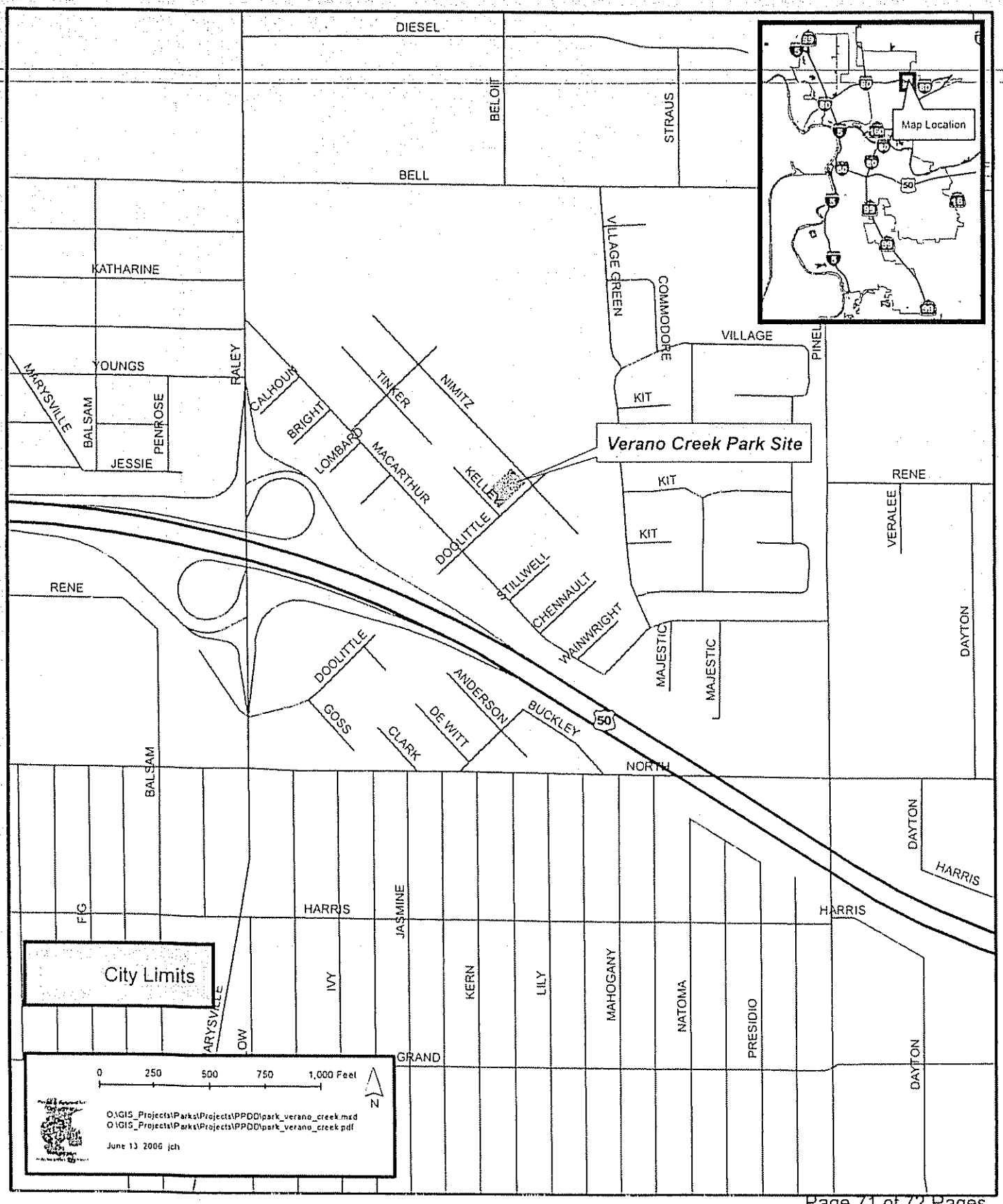
Map of location will be provided at time of award.
MAIN:

LANDSCAPE:

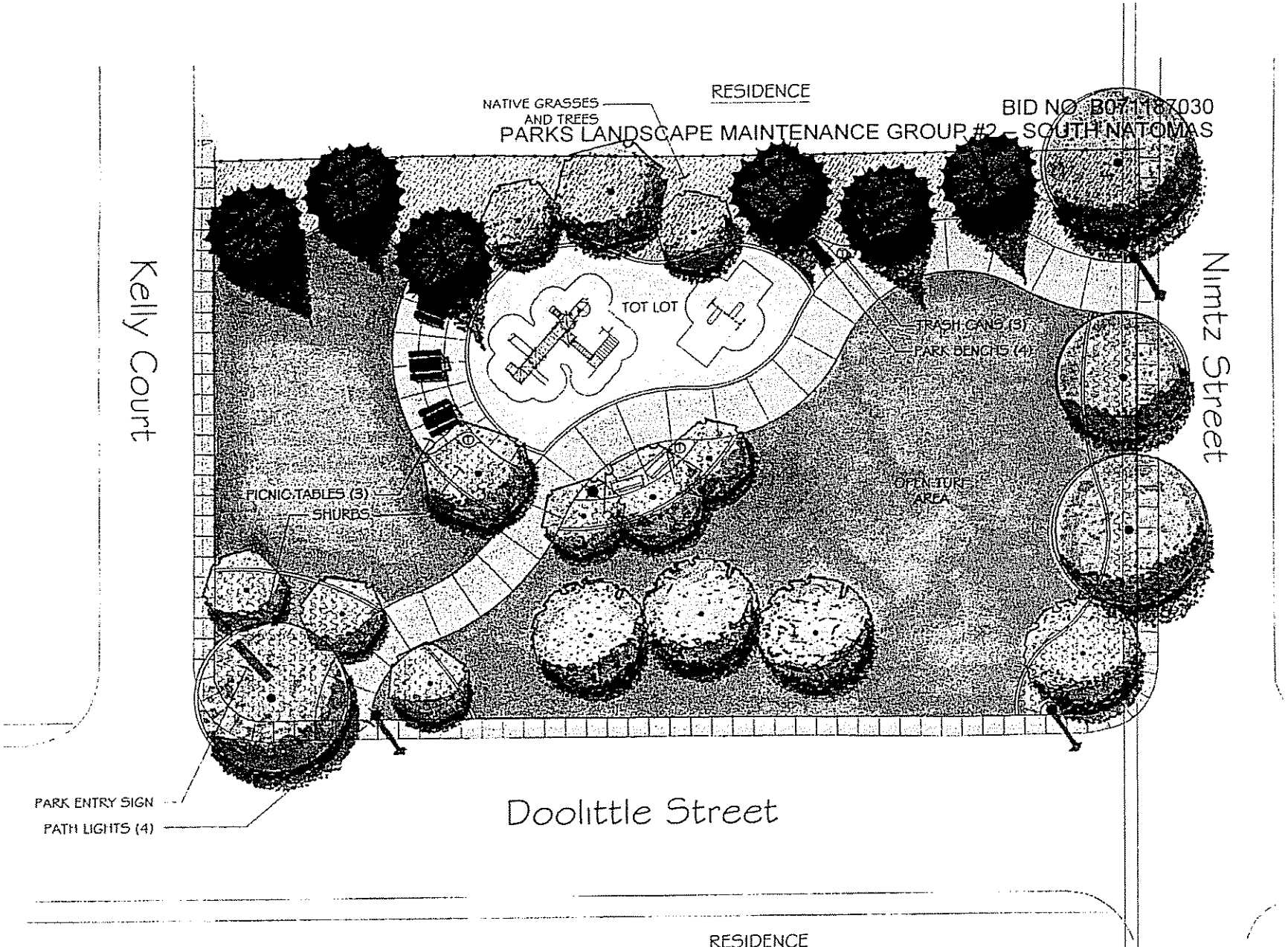
LANDSCAPED:___X____TURF ___X____

GROUND COVER	SHRUBS	TREES
	PLAN NOT COMPLETE -	
	SEE MASTER PLAN FOR APPROXIMATION	
	FOR ALL SECTIONS	

City of Sacramento
Department of Parks and Recreation
Verano Creek Park Site



BID NO. B071187030
PARKS LANDSCAPE MAINTENANCE GROUP #2 – SOUTH NATOMAS



PARK MASTER PLAN FOR:

VERANO CREEK PARK (0.4 Acres)

CITY OF SACRAMENTO, CALIFORNIA

DATE: SEPTEMBER 9, 2002
PROJECT MANAGER: JEFF NITTKA
DESIGN BY: MICHAEL ROSALES

NORTH 0 10 20 40 60 100

CITY OF SACRAMENTO

LABOR COMPLIANCE

PAYROLL REPORT

CONTRACTOR/SUBCONTRACTOR

Address

Payroll No.

For Week Ending

Project & Location

Contract No.

(1) NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	(2) No. of with dependents	(3) WORK CLASSIFICATIONS	OT or ST	(4) DAY AND DATE S	M	T	W	T	F	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) TOTAL HOURS ALL PROJECTS	(8) GROSS AMOUNT EARNED THIS PROJECT	ALL PROJECTS	(9) DEDUCTIONS (BASED ON GROSS AMOUNT EARNED - ALL PROJECTS) FED TAX	FICA SOC. SEC	STATE TAX	SDI	VAC PENSION	MEDICARE	OTHER	TOTAL DEDUCTIONS	(10) NET WAGES PAID FOR WEEK	CHECK NO.
				HOURS WORKED EACH DAY																					
			OT																						
			ST																						
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PW Form 430 3/30/95

STATEMENT OF COMPLIANCE
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date _____ at _____

I. _____ do certify under penalty of
(Name of signatory party) (Title)
perjury, pursuant to the law of the State of California.

(1) That all of the information in this report is true and correct
(2) That I pay or supervise the payment of persons employed by
_____ on
(Contractor or Subcontractor)
the _____. that during the payroll period commencing on the
(Building or Work)
_____ day of _____, 20_____ and ending the _____ day of _____, 20_____.
all person employed on said project have been paid the full weekly wages earned. that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____
(Contractor or Subcontractor)
from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions. as described below:

_____

_____

(3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the rate for laborers or mechanics contain therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed

(4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency

(5) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
_____ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees. except as noted in Section 5(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
_____ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract. except as noted in section 5(c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Remarks:	
NAME AND TITLE	SIGNATURE

MEMORANDUM OF INSURANCE

12/05/05

PRODUCER
AON RISK SERVICES, INC. OF ILLINOIS
AON CENTER
200 EAST RANDOLPH STREET
CHICAGO, ILLINOIS 60601
D/B/A Aon Risk Insurance Services of Illinois. CA License #0095623

THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Zurich American Insurance Company
COMPANY B	National Union Fire Insurance Company of Pittsburgh, PA
COMPANY C	
COMPANY D	

INSURED
TruGreen LandCare L.L.C. and Additional Entities listed below
P.O. Box 17167
Memphis, Tennessee 38187
United States

COVERAGES
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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 2938526-03	01/01/2006	01/01/2009	GENERAL AGGREGATE	$5,000,000
					PRODUCTS -COMP/OP AGG	Included in Above
					PERSONAL & ADV INJURY	$3,000,000
					EACH OCCURRENCE	$3,000,000
					FIRE DAMAGE (any one fire)	$1,000,000
					MED EXP (any one person)	$5,000
A	AUTOMOBILE LIABILITY ANY AUTO	BAP2938531-03 (AOS)	01/01/2006	01/01/2009	COMBINED SINGLE LIMIT	$5,000,000
					BODILY INJURY (per person)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
B	EXCESS LIABILITY UMBRELLA FORM	BE4484642	04/01/2005	04/01/2006	EACH OCCURRENCE	$5,000,000
					AGGREGATE	$5,000,000
A	WORKERS COMP &	WC 2938525-03 (AOS)	01/01/2006	01/01/2009	X WC Statutory limits	
A	EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: INCLUDED	WC2938527-03 (WI)			EL EACH ACCIDENT	$1,000,000
					EL DISEASE- POLICY LIMIT	$1,000,000
					EL DISEASE – EA EMPLOYEE	$1,000,000
	PROPERTY					

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Aon Risk Services is prohibited. "Authorized viewer" shall mean an entity or person, which is authorized by the insured named herein to access this Memorandum via Aonline. The information contained herein is as of the date referred to above. Aon Risk Services shall be under no obligation to update such information.

Additional Information
*The named insured includes (but is not limited to):

Clean Lawn L.L.C.
Trees, Inc.
Snow Removers L.L.C
Arteka Corporation
D.R. Church Landscape Co., Inc
Arteka L.L.C.
Schumacher Landscaping, L.L.C.
Schumacher Landscaping, Inc.
TruGreen LandCare, A General Partnership
TruGreen LandCare, L.L.C

Any party with which the named insured is contractually required to include as additional insured, loss payee or mortgagee, is automatically granted such status; mortgagees of property leased by the named insured are also automatically granted such status where required. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

The existence of more than one insured or additional insured or other interests shall not serve to increase the limits of liability of the policy.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized